

MILBANK LLP

Dennis F. Dunne (admitted *pro hac vice*)
Samuel A. Khalil (admitted *pro hac vice*)
Matthew Brod (admitted *pro hac vice*)
Lauren C. Doyle (admitted *pro hac vice*)
Benjamin M. Schak (admitted *pro hac vice*)
55 Hudson Yards
New York, NY 10001
Telephone: 1 (212) 530-5000
DDunne@Milbank.com
SKhalil@Milbank.com
MBrod@Milbank.com
LDoyle@Milbank.com
BSchak@Milbank.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

COLE SCHOTZ P.C.

Michael D. Sirota
Felice R. Yudkin
Daniel J. Harris
Court Plaza North, 25 Main Street
Hackensack, NJ 07601
Telephone: 1 (201) 489-3000
MSirota@ColeSchotz.com
FYudkin@ColeSchotz.com
DHarris@ColeSchotz.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

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

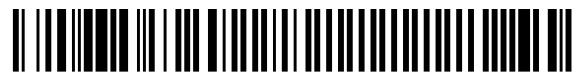
In re

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

Case No. 25-23630 (MBK)
Chapter 11
(Jointly Administered)

**DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF ALVAREZ & MARSAL NORTH
AMERICA, LLC AS FINANCIAL ADVISORS TO DEBTORS AND
DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE**

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



2523630260106000000000032

TO THE HONORABLE MICHAEL B. KAPLAN, UNITED STATES BANKRUPTCY JUDGE:

The debtors in possession in the above-captioned action (collectively, the “**Debtors**” or the “**Company**”) hereby move for entry of an order pursuant to sections 327(a) and 328 of title 11 of the United States Code (the “**Bankruptcy Code**”), authorizing the employment and retention of Alvarez & Marsal North America, LLC, together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors (collectively, “**A&M**”) to serve as financial advisors to the Debtors, *nunc pro tunc* to the Petition Date (defined below) (the “**Application**”). In support of the Application, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Application 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 Application 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 Application 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.

RELIEF REQUESTED

2. By this Application, the Debtors seek to employ and retain A&M as their financial advisors, pursuant to sections 327(a) and 328 of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, to perform the services set forth more fully herein, *nunc pro tunc* to the Petition Date.

3. The statutory predicates for the relief requested herein are sections 327(a), 328, 330, 331, and 1107(b) of the Bankruptcy Code, as supplemented by Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

BACKGROUND

I. UNITED SITE SERVICES

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

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

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

7. On December 29, 2025 (the "**Petition Date**"), each Debtor commenced a case under chapter 11 of the Bankruptcy Code by filing a voluntary petition for relief. The Debtors are operating their business as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner or official committee has been appointed. These Chapter 11 Cases are prepackaged cases commenced for the purpose of implementing a comprehensive restructuring in accordance with the terms of a restructuring support agreement. The Debtors commenced solicitation of votes on the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 16] (the "**Plan of Reorganization**") reflecting the terms of the restructuring support

agreement prior to commencing these Chapter 11 Cases, and filed that Plan of Reorganization on the Petition Date.

8. For further information about USS, its business operations, assets and capital structure, and the circumstances that led to the filing of the Chapter 11 Cases, USS refers to the *Declaration of Chris Kelly in Support of Chapter 11 Petitions and First Day Motions of United Site Services, Inc. et al.* [Dkt. No. 15] (the “**First Day Declaration**”), filed on December 29, 2025.²

II. RETENTION OF A&M

9. In consideration of the size and complexity of their businesses, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced financial advisors will substantially enhance their attempts to maximize the value of their estates. A&M is well qualified to provide these services in light of their extensive knowledge and expertise with respect to chapter 11 proceedings.

10. A&M specializes in interim management, crisis management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational restructuring. A&M’s debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company’s financial position, including developing or validating forecasts, business plans and related assessments of a business’s strategic position; monitoring and managing cash, cash flow and supplier relationships; assessing and recommending cost reduction strategies; and designing and negotiating financial restructuring packages. A&M has been retained as a financial and/or restructuring advisor in several recent chapter 11 cases including: *See In re New Rite Aid, LLC*, Case No. 25-14861 (MBK) (Bankr. D.N.J. Jun. 9, 2025); *In re JOANN Inc.*, Case No. 25-10068 (Bankr. D. Del. Mar. 4, 2025); *In re Tupperware Brands Corp.*, Case No. 24-12156 (Bankr. Del. Nov. 18, 2024); *In re AccuRide Corp.*, Case No. 24-12289 (Bankr. D. Del.

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

Nov. 1, 2024); *In re Number Holdings, Inc.*, Case No. 24-10719 (Bankr. D. Del. May 8, 2024); and *In re Rite Aid Corp.*, Case No. 23-18993 (Bankr. D.N.J. Dec. 20, 2023).

11. In addition, A&M is familiar with the Debtors' businesses, financial affairs, and capital structure. Since the firm's initial engagement on July 7, 2025, the A&M personnel providing services to the Debtors (the "**A&M Professionals**") have worked closely with the Debtors' management and other professionals in assisting with the myriad requirements of these Chapter 11 Cases. Consequently, the Debtors believe that A&M has developed significant relevant experience and expertise regarding the Debtors and the unique circumstances of these Chapter 11 Cases. For these reasons, A&M is both well qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of these cases. Accordingly, the Debtors submit that the retention of A&M on the terms and conditions set forth herein is necessary and appropriate, is in the best interests of the Debtors' estates, creditors, and all other parties in interest, and should be granted in all respects.

III. SCOPE OF SERVICES

12. The Debtors' prepetition engagement letter (the "**Engagement Letter**") with A&M is attached hereto as Exhibit A, the terms of which shall govern the Debtors' retention of A&M except as explicitly set forth herein or in any order granting this Application.

13. The Debtors have chosen PJT Partners Inc. ("**PJT**") to act as its investment banker. A&M will work closely with PJT to prevent any duplication of efforts in the course of advising the Debtors.

14. Among other things, A&M will provide assistance to the Debtors with respect to management of the overall restructuring process, the development of ongoing business and financial plans and supporting restructuring negotiations among the debtors, their advisors and their creditors with respect to an overall exit strategy for their Chapter 11 Cases.

15. A&M will provide such restructuring support services as A&M and the Debtors shall deem appropriate and feasible in order to manage and advise the Debtors in the course of these Chapter 11 Cases, including, but not limited to:

- a. assistance to the Debtors in the preparation of financial-related disclosures required by the Court, including the Debtors' Schedules of Assets and Liabilities, Statements of Financial Affairs and Monthly Operating Reports;
- b. assistance to the Debtors with information and analyses required pursuant to the Debtors' debtor-in-possession ("DIP") financing;
- c. assistance with the identification and implementation of short-term cash management procedures;
- d. advisory assistance in connection with the development and implementation of key employee compensation and other critical employee benefit programs, as requested;
- e. assistance with the identification of executory contracts and leases and performance of cost/benefit evaluations with respect to the affirmation or rejection of each, as requested;
- f. assistance to Debtors' management team and counsel focused on the coordination of resources related to the ongoing reorganization effort;
- g. assistance in the preparation of financial information for distribution to creditors and others, including, but not limited to, cash flow projections and budgets, cash receipts and disbursement analysis, analysis of various asset and liability accounts, and analysis of proposed transactions for which Court approval is sought;
- h. attendance at meetings and assistance in discussions with potential investors, banks, and other secured lenders, any official committee(s) appointed in these Chapter 11 Cases, the United States Trustee, other parties in interest and professionals hired by same, as requested;
- i. analysis of creditor claims by type, entity, and individual claim, including assistance with development of databases, as necessary, to track such claims;
- j. assistance in the preparation of information and analysis necessary for the confirmation of a plan of reorganization in these Chapter 11 Cases, including information contained in the disclosure statement;
- k. assistance in the analysis / preparation of information necessary to assess the tax attributes related to the confirmation of a plan of reorganization in these Chapter 11 Cases, including the development of the related tax consequences contained in the disclosure statement, as requested;
- l. litigation advisory services with respect to accounting and tax matters, along with expert witness testimony on case related issues as required by the Debtors; and
- m. rendering such other general business consulting or such other assistance as Debtors' management or counsel may deem necessary consistent with the role

of a financial advisor to the extent that it would not be duplicative of services provided by other professionals in this proceeding.

IV. A&M'S DISINTERESTEDNESS

16. To the best of the Debtors' knowledge, information, and belief, other than as set forth in the Declaration of Brian Cejka (the "Cejka Declaration"), annexed hereto as Exhibit B, A&M: (i) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the United States Trustee or any person employed in the Office of the United States Trustee; (ii) does not hold any interest adverse to the Debtors' estates; and (iii) believes it is a "disinterested person" as defined by section 101(14) of the Bankruptcy Code.

17. Accordingly, the Debtors believe that A&M is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code.

18. In addition, as set forth in the Cejka Declaration, if any new material facts or relationships are discovered or arise, A&M will provide the Court with a supplemental declaration.

V. TERMS OF RETENTION

19. Subject to approval by the Court, the Debtors propose to employ and retain A&M to serve as the Debtors' financial advisor on the terms and conditions set forth in the Engagement Letter.

20. Compensation. In accordance with the terms of the Engagement Letter, as modified by this Application, A&M will be paid by the Company for the services of the A&M Professionals at their customary hourly billing rates which shall be subject to the following ranges:

Managing Directors	\$1,200 - \$1,600
Directors	\$900 - \$1,175
Associates	\$650 - \$875
Analysts	\$450 - \$625

Such rates and ranges shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

21. In addition, A&M will be reimbursed for the reasonable out-of-pocket expenses of the A&M Professionals incurred in connection with this assignment, such as travel, lodging, third party duplications, messenger and telephone charges. In addition, A&M shall be reimbursed for the reasonable fees and expenses of its counsel incurred in connection with the preparation and approval of this Application. All fees and expenses due to A&M will be billed in accordance with any interim compensation orders entered by this Court, and the relevant sections of the Bankruptcy Code, Bankruptcy Rules and local rules of this Court. A&M will not charge the 4% administrative fee set forth in Section 4(b) of the Engagement Letter during these Chapter 11 Cases.

22. Indemnification. As a material part of the consideration for which the A&M Professionals have agreed to provide the services described herein, the Debtors have agreed to the indemnification provisions in paragraph 11 of the Engagement Letter and the Indemnification and Limitation on Liability Agreement attached thereto.

VI. FEES

23. The Debtors understand that A&M intends to apply to the Court for allowance of compensation and reimbursement of expenses for its financial and restructuring advisory services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and guidelines established by the United States Trustee.

24. A&M received **\$500,000** as a retainer in connection with preparing for and conducting the filing of these Chapter 11 Cases, as described in the Engagement Letter. In the 90 days prior to the Petition Date, A&M received retainers and payments totaling \$8,269,783 in the aggregate for services performed for the Debtors. A&M has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date. A precise disclosure of the amounts or credits held, if any, as of the Petition Date will be provided in A&M's first interim fee application for postpetition services and expenses to be rendered or incurred for or on behalf of

the Debtors. The unapplied residual retainer, which is estimated to total approximately \$500,000, will not be segregated by A&M in a separate account, and will be held until the end of these Chapter 11 Cases and applied to A&M's finally approved fees in these proceedings.

25. Given the numerous issues that A&M may be required to address in the performance of its services, A&M's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements set forth herein are reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

BASIS FOR RELIEF

I. A&M'S RETENTION IS JUSTIFIED

26. The Debtors submit that the retention of A&M under the terms described herein is appropriate under sections 327(a), 328, and 1107(b) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code empowers the trustee, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). Section 101(14) of the Bankruptcy Code defines a "disinterested person" as a person that:

- a. is not a creditor, an equity security holder, or an insider;
- b. is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- c. does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason. 11 U.S.C. § 101(14).

27. Further, section 1107(b) of the Bankruptcy Code provides that "a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the

case.” 11 U.S.C. § 1107(b). A&M’s prepetition relationship with Debtors is therefore not an impediment to A&M’s retention as Debtors’ postpetition financial advisor.

28. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person “on any reasonable terms and conditions of employment, including on a retainer . . .” 11 U.S.C. § 328(a). The Debtors submit that the terms and conditions of A&M’s retention as described herein, including the proposed compensation and indemnification terms, are reasonable and in keeping with the terms and conditions typical for engagements of this size and character. Since the Debtors will require substantial assistance with the reorganization process, it is reasonable for the Debtors to seek to employ and retain A&M to serve as their financial advisor on the terms and conditions set forth herein.

II. THE APPLICATION IS PROCEDURALLY APPROPRIATE

A. Request of Waiver of Stay

29. To the extent that the relief sought in this Application constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). Further, to the extent applicable, the Debtors request that the Court find that the provisions of Bankruptcy Rule 6003 are satisfied. As explained herein, the relief requested in this Application is immediately necessary for the Debtors to be able to continue to operate their business and preserve the value of their estates.

B. Notice

30. Notice of this Application will be provided to persons listed on the Master Service List filed pursuant to section IV of the Chapter 11 Complex Case Procedures (Dec. 2, 2025). The Debtors respectfully submit that no further notice is required.

WHEREFORE, Debtors respectfully request that the Court enter an order granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: January 6, 2026
Trenton, New Jersey

/s/John D. Hafferty

John D. Hafferty
Chief Financial Officer
United Site Services, Inc.

EXHIBIT A TO A&M RETENTION AND EMPLOYMENT APPLICATION

COPY OF EXECUTED PREPETITION ENGAGEMENT LETTER



As of July 7, 2025

PECF USS Intermediate Holding II Corporation et al.
118 Flanders Road
Westborough, MA 01581

Dear Mr. Khalil:

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal North America, LLC (“A&M”) and Milbank LLP, solely in its capacity as counsel (“Counsel”) to PECF USS Intermediate Holding II Corporation and its direct and indirect subsidiaries signatory hereto (collectively, the “Company”), including the scope of the services to be performed and the basis of compensation for those services. Effective as of the date of this Agreement (the “Effective Date”), the Company and A&M agree that the prior engagement agreement (the “Prior Agreement”) between Alvarez & Marsal North America, LLC, Milbank LLP, and the Company, dated as of April 10, 2024, is hereby terminated in accordance with its terms with no further action necessary to effect such termination, provided all obligations for payment of fees and expenses that have accrued prior to the Effective Date, and any indemnity, confidentiality, non-solicitation, exculpatory, or other provisions, as applicable, which survive in accordance with their terms, shall survive such termination. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement between Counsel, the Company, and A&M (the “Agreement”).

1. Description of Services (the “Services”)

- (a) A&M shall provide consulting services to Counsel in order to assist Counsel in advising the Company in connection with the Company’s potential financial restructuring, which shall be in coordination with the Company’s Board of Directors (the “Board”) and Chief Executive Officer, Chief Legal Officer and Chief Financial Officer (the “Responsible Officers”), to the extent applicable. Such services to Counsel on behalf of the Company are described below.
- (b) Assist the Company in the evaluation of its current business plan and in preparation of a revised operating plan and cash flow forecast and presentation of such plan and forecast to the Company’s Board and its creditors;
- (c) Assist the Company with efforts to identify and implement opportunities to improve the overall cash flow position of the Company;
- (d) Assist Counsel and the Company with internal and third-party information requests, including assistance in preparation of reports and act as a liaison with creditors and advisors as deemed necessary; and

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

(e) Assist Counsel and the Company with other activities as are approved by you in coordination with the Company or the Responsible Officers or the Board and agreed to by A&M.

In rendering its services to Counsel and the Company, A&M will report directly to Counsel.

In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates, subsidiaries and independent contractors. Such affiliates are wholly owned by A&M's parent company and employees.

A&M personnel providing services to the Company may also work with other A&M clients in conjunction with unrelated matters.

2. Information Provided by the Company and Forward Looking Statements

The Company shall use all reasonable efforts to: (i) provide A&M with access to management and other representatives of the Company; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that A&M reasonably requests in connection with the services to be provided to the Company. A&M shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Company or Counsel and otherwise reviewed by A&M in connection with the services performed for the Company. The Company and Counsel acknowledge and agree that A&M is not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. A&M is under no obligation to update data submitted to it or to review any other areas unless specifically requested by the Board to do so.

You and the Company understand that the services to be rendered by A&M may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, A&M will be relying on information provided by the Company in the preparation of those projections and other forward-looking statements.

3. Limitation of Duties

A&M makes no representation or guarantee that, inter alia, (i) an appropriate restructuring proposal or strategic alternative can be formulated for the Company (ii) any restructuring proposal or strategic alternative presented to Counsel or the Company's management or the Board or Responsible Officers will be more successful than all other possible restructuring proposals or strategic alternatives, (iii) restructuring is the best course of action for the Company or (iv) if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Company's creditors, shareholders and other constituents. Further, A&M does not assume any responsibility for the Company's

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction. A&M shall be responsible for assistance with the implementation only of the restructuring proposal or strategic alternative approved by the Board or Responsible Officers and only to the extent and in the manner authorized by and directed by the Board or Responsible Officers and agreed to by A&M.

4. Compensation

(a) A&M will receive fees based on the following hourly rates:

Managing Directors	\$1,100-1,575
Directors	\$850-1,100
Associates	\$625-825
Analysts	\$450-600

Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

(b) In addition, A&M will be reimbursed for its reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, meals, messenger and wireless charges. A&M also charges a flat rate of 4% of professional fees to cover otherwise unbilled items such as telephone and conferencing charges, computer use, technology and software license fees, research subscriptions and other internal services. All fees and expenses will be billed on a bi-weekly basis or, at A&M's discretion, more frequently. Invoices are payable upon receipt.

(c) The Company shall promptly remit to A&M a retainer in the amount of \$500,000 (the "Retainer") which shall be credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder. The Retainer will be held in a segregated non-interest-bearing account (which may hold other A&M and A&M affiliate client retainers), separate from the general account to which A&M will direct payment of ongoing fees and expenses. Absent the Company's agreement to the contrary, A&M may only draw on the Retainer (or a portion thereof) in order to apply to invoices that are due and payable or other amounts due under this Agreement or as the Company may otherwise agree and the Company will be informed of such application of the Retainer. If a Retainer is to be increased or decreased, the foregoing shall apply.

(d) Notwithstanding anything to the contrary contained herein: (a) all fees and expenses payable to A&M pursuant to this Agreement shall be payable solely by the Company and (b) Counsel shall have no obligation to pay A&M's fees or expenses or any other costs arising hereunder (including in respect of the indemnity).

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

5. Term

- (a) This Agreement will apply from the commencement of the services referred to in Section 1 and may be terminated with immediate effect by Counsel, the Company or A&M without cause by written notice to the other party.
- (b) A&M normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for A&M to continue performance of the engagement, or other just cause exists.
- (c) On termination of the Agreement, any fees and expenses due to A&M shall be remitted promptly in accordance with this Agreement (including fees and expenses that accrued prior to but are invoiced subsequent to such termination).
- (d) The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties.

6. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this engagement letter. Neither A&M nor any of its personnel or agents is to be considered an employee or agent of Counsel or the Company and the personnel and agents of A&M are not entitled to any of the benefits that Counsel or the Company provides for their employees. Counsel and the Company acknowledge and agree that A&M's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

7. Attorney Work Product

The parties understand that A&M's work will be done at the direction of Counsel to assist Counsel in rendering legal advice, and that work performed by A&M as part of this engagement, including, without limitation, any reports it may prepare, is privileged and confidential and is deemed to constitute attorney work product which A&M will not disclose to any other third-party (other than Counsel and the Company) except at the direction of Counsel or otherwise in accordance with the terms hereof. The parties understand that any documents prepared or obtained by A&M are prepared or obtained solely for the use and benefit of Counsel in connection with its representation of the Company, and are subject to Counsel's right to request that they be delivered into their possession at any time they are still in A&M's possession.

8. No Third Party Beneficiary

Counsel and the Company acknowledge that all advice (written or oral) provided by A&M to Counsel on behalf of the Company in connection with this engagement is intended solely for the benefit and use of Counsel and the Company (limited to its Board and management)

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

in considering the matters to which this engagement relates. Counsel and the Company agree that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law.

9. Conflicts

A&M is not currently aware of any relationship that would create a conflict of interest with you, the Company or those parties-in-interest of which you or the Company have made us aware. Because A&M and its affiliates and subsidiaries comprise a consulting firm (the "Firm") that serves clients on a global basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with you or the Company, including creditors of the Company. The Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with yours or the Company's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained. Each of the entities comprising the definition of Company (each, a "Company Entity") acknowledges and agrees that the services being provided hereunder are being provided on behalf of each of them and each of them hereby waives any and all conflicts of interest that may arise on account of the services being provided on behalf of any other Company Entity. Each Company Entity represents that it has taken all corporate action necessary and is authorized to waive such potential conflicts of interest.

10. Confidentiality / Non-Solicitation

- (a) A&M shall keep as confidential all non-public information received from Counsel or the Company in conjunction with this engagement, except: (i) as requested by Counsel or the Company; (ii) as required by legal proceedings or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision.
- (b) The Company, on behalf of itself and its subsidiaries and its affiliates and any person which may acquire all or substantially all of its assets agrees that, until two (2) years subsequent to the termination of this engagement, it will not solicit, recruit, hire or otherwise engage any employee of A&M or any of its affiliates who worked on this engagement while employed by A&M or its affiliates ("Solicited Person"). Should the Company or any of its subsidiaries or affiliates or any person who acquires all or substantially all of its assets extend an offer of employment to or otherwise engage any Solicited Person and should such offer be accepted, A&M shall be entitled to a fee from the Company equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The Company acknowledges and agrees that this fee fairly represents the loss that A&M will suffer if the Company

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

breaches this provision. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement.

11. Indemnification and Limitations on Liability

The attached indemnification and limitation on liability agreement is incorporated herein by reference and shall be executed upon the acceptance of this Agreement. Termination of this engagement shall not affect these indemnification and limitation on liability provisions, which shall remain in full force and effect.

As to the services that A&M has agreed to provide under this Agreement, the total aggregate liability of A&M under this Agreement to Counsel and the Company and their respective successors and assigns, shall be limited to the actual damages incurred by Counsel and the Company and their successors or assigns, respectively. In no event will A&M or any of its affiliates be liable to Counsel or the Company or their successors or assigns for consequential, special or punitive damages, including loss of profit, data, business or goodwill. Further, in no event shall the total aggregate liability of A&M under this Agreement to Counsel and the Company and their successors and assigns, exceed the total amount of fees received and retained by A&M hereunder.

12. Joint and Several Liability

Each Company Entity hereby acknowledges and agrees that they are each jointly and severally liable to A&M and its affiliates for all of the Company's representations, warranties, covenants, liabilities and obligations set forth in the Agreement. Any beneficiary of this agreement may seek to enforce any of its rights and remedies hereunder against any or all Company Entities in any order at any time in its sole discretion.

13. Privacy and Data Protection.

In the provision of Services under this Agreement, A&M may process certain Company Personal Data. Capitalized terms used herein but not otherwise defined in the Agreement or in paragraph (b), below, shall have the meanings ascribed in paragraph (e), below.

(a) **Mutual Obligations.** A&M and Company shall each comply with Data Protection Laws applicable to their respective processing of Company Personal Data.

(b) **A&M Obligations.** (i) A&M shall Process Company Personal Data on behalf of Company as reasonably necessary to providing the Services, which Company acknowledges consist of the services as described in the Agreement. (ii) A&M shall implement and maintain appropriate physical, technical, and organizational safeguards reasonably designed to protect the confidentiality and security of Company Personal Data, and to protect Company Personal Data against a Personal Data Breach. (iii) For purposes of this clause (iii), the terms "consumer", "business", "business purpose", "commercial purpose", "sell", and "share" shall have the meanings ascribed under the California Consumer Protection Act of 2018, as amended by the California Privacy Rights Act of 2020 ("CCPA") and, where applicable, other relevant Data Protection

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

Laws. A&M shall not: (A) sell or share Company Personal Data; (B) retain, use, or disclose Company Personal Data for any purpose other than for providing the Services; (C) retain, use, or disclose Company Personal Data for a commercial purpose other than for providing the Services, or as otherwise permitted under Data Protection Laws; (D) retain, use, or disclose Company Personal Data outside of the direct business relationship between Company and A&M, except as otherwise permitted under Data Protection Laws; or (E) combine Company Personal Data it receives from, or on behalf of, Company with Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, except as otherwise provided under Data Protection Laws. A&M shall provide the same level of privacy protection to Company Personal Data as required of businesses under applicable Data Protection Laws and will promptly notify Company if it determines that it can no longer meet its obligations under applicable Data Protection Laws. A&M and Company shall promptly notify and reasonably assist the other if it receives a request from a consumer seeking to exercise individual rights (e.g., access, deletion) with respect to Company Personal Data, including by providing all information necessary to enable the other to comply with the request. Company shall have the right to take reasonable and appropriate steps to ensure that A&M Processes Company Personal Data in a manner that is consistent with Company's obligations under applicable Data Protection Laws; specifically, Company shall have the right to monitor A&M's compliance with its privacy and data protection obligations herein through written questionnaires once every 12 months. Company shall have the right, upon no less than ten (10) business days' written notice, to request documentation from A&M demonstrating A&M's compliance with its privacy and data protection obligations herein, and to take other reasonable and appropriate steps to stop and remediate any unauthorized use of Company Personal Data by A&M. (iv) Notwithstanding anything in this paragraph (b) to the contrary, Company acknowledges and agrees: (A) A&M may disclose Company Personal Data to A&M's affiliates to assist A&M in Processing Company Personal Data as reasonably necessary to providing the Services; (B) A&M has Company's general authorization for the engagement of sub-processors to assist A&M in Processing Company Personal Data as reasonably necessary to providing the Services; provided, each sub-processor shall be subject to written agreement that complies with applicable Data Protection Law and is no less protective than as set forth herein; and (C) where reasonably necessary to provide the Services or as instructed by Company, A&M may disclose Company Personal Data to Company's other advisors, constituents, and/or counterparties in the matter for which Company engaged A&M to provide the Services.

(c) Company Obligations. (i) Company confirms that it has established all rights (including, where relevant, providing a privacy notice and obtaining any necessary consents) necessary under applicable Data Protection Laws for A&M to provide the Services under the Agreement. (ii) Company shall not do or permit anything to be done, through any act or omission, in providing or making available to A&M any Company Personal Data, that would cause A&M or any of its affiliates to contravene or incur any liability under any Data Protection Laws. (iii) If Company's transfer of Company Personal Data to A&M would be prohibited by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") or other

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

Data Protection Laws in the absence of an adequacy decision, standard contractual clauses, or other permitted transfer mechanism, Company shall be responsible for ensuring that appropriate safeguards are in place including, where applicable, by entering into standard contractual clauses with A&M. (iv) Company shall use its reasonable efforts, where practicable, to limit the Personal Data that it provides or makes available to A&M to information that is necessary and relevant for A&M's performance of the Services, including by removing and/or de-identifying datasets, and to notify A&M in advance regarding categories, types and volume of Personal Data that it will provide or make available so that the parties can implement appropriate data transmission, handling and storage safeguards. (v) If Company is a covered entity or business associate as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Company shall not disclose protected health information (PHI) or electronic protected health information (ePHI) to A&M (in its own capacity as a business associate) unless and until the parties have entered into a mutually acceptable HIPAA business associate agreement, which will supersede this Privacy and Data Protection Provision with respect to such PHI/ePHI.

- (d) Deidentified Data. To the extent A&M is permitted under the Agreement to deidentify, anonymize and/or aggregate Company Personal Data ("Deidentified Data"), Company acknowledges that A&M undertakes such actions in connection with and for the purpose of performing the Services, and Deidentified Data shall not be considered Company Personal Data.
- (e) Definitions. (i) "Data Protection Laws" means all laws, rules and regulations pertaining to the privacy and security of Personal Data, including but not limited to CCPA and GDPR; (ii) "Personal Data" means all "personal data", "personal information", "personally identifiable information", "special categories of data", "sensitive personal information", and similarly defined terms under Data Protection Laws; (iii) "Company Personal Data" means any Personal Data that Company provides or makes available to A&M, or that A&M collects directly from individuals, in connection with A&M's performance of the Services (but excluding contact details about Company's personnel that A&M processes to manage the business relationship with Company); (iv) "Process" has the meaning under applicable Data Protection Laws, and in all events means to collect, access, analyze, use, store, transfer (including by remote access), or disclose by transmission; and (v) "Personal Data Breach" has the meaning under applicable Data Protection Laws, and in all events means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

14. Miscellaneous

This Agreement (together with the attached indemnity provisions), and all claims, proceedings or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the services provided hereunder (the "Related Matters"), shall be governed by, and enforced in accordance with, the internal laws of the State of New York,

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

including its statutes of limitations, without regard to principles of conflict of law that would defer to the laws of another jurisdiction.

The Company, Counsel, and A&M agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any Related Matters. The Company, Counsel, and A&M agree, to the extent permitted by applicable law, that any action with respect to any Related Matters shall be brought and adjudicated exclusively in the United States District Court for the Southern District of New York or, if such court lacks jurisdiction, in the New York state courts with jurisdiction over New York, New York; that those courts shall have exclusive jurisdiction over any Related Matters; to submit to the personal jurisdiction of such courts; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue in any legal proceeding.

This Agreement shall be binding upon A&M, Counsel and the Company, their respective heirs, successors, and assignees, and any heir, successor, or assignee of a substantial portion of A&M's, Counsel's or the Company's respective businesses and/or assets, including any Chapter 11 Trustee. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by Counsel, the Company and A&M. The Company agrees that A&M may aggregate information provided by or on behalf of the Company during this engagement with information provided by or on behalf of others and use and disclose that information in de-identified form as part of research and advice, including, without limitation, benchmarking services. Notwithstanding anything herein to the contrary, A&M may reference or list the Company's name and/or logo and/or a general description of the services in A&M's marketing materials, including, without limitation, on A&M's website.

A&M acknowledges and agrees that the work product produced by A&M pursuant to this Agreement is for the purpose of facilitating the rendering by Counsel of legal advice to the Company and constitutes attorney work product, and that any communication involving Counsel, including any correspondence, analyses, reports, or related materials that A&M prepares, constitutes confidential and privileged communications.

[Remainder of Page Left Blank]

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

Alvarez & Marsal North America, LLC

By:



Brian Cejka
Managing Director

Milbank LLP

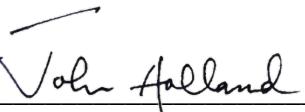
By: Sam Khalil

Sam Khalil
Partner



Accepted and agreed:

PECF USS Intermediate Holding II Corporation
PECF USS Intermediate Holding III Corporation
Portable Holding Corporation
Portable Intermediate Holding Corporation
Portable Intermediate Holding II Corporation
USS Ultimate Holdings, Inc.

By: 
John Holland
Secretary

United Site Services, Inc.
United Site National Services Company
United Site Services of Louisiana, Inc.
United Site Services of Florida, LLC
United Site Services of Nevada, Inc.
United Site Services Northeast, Inc.
United Site Services of Colorado, Inc.
United Site Services of Maryland, Inc.
United Site Services of California, Inc.
United Site Services of Texas, Inc.
Johnny on the Spot, LLC
United Site Services, Midwest, LLC
Northeast Sanitation, Inc.
Russell Reid Waste Hauling and Disposal Service Co., Inc.
United Site Services of Mississippi, LLC
Southwest Site Services, Inc.
Vortex HoldCo, LLC
Vortex OpCo, LLC

By: _____
John Hafferty
Chief Financial Officer



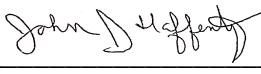
Accepted and agreed:

PECF USS Intermediate Holding II Corporation
PECF USS Intermediate Holding III Corporation
Portable Holding Corporation
Portable Intermediate Holding Corporation
Portable Intermediate Holding II Corporation
USS Ultimate Holdings, Inc.

By: _____

John Holland
Secretary

United Site Services, Inc.
United Site National Services Company
United Site Services of Louisiana, Inc.
United Site Services of Florida, LLC
United Site Services of Nevada, Inc.
United Site Services Northeast, Inc.
United Site Services of Colorado, Inc.
United Site Services of Maryland, Inc.
United Site Services of California, Inc.
United Site Services of Texas, Inc.
Johnny on the Spot, LLC
Northeast Sanitation, Inc.
Russell Reid Waste Hauling and Disposal Service Co., Inc.
United Site Services of Mississippi, LLC
Vortex HoldCo, LLC
Vortex OpCo, LLC

By: 

John Hafferty
Chief Financial Officer

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

INDEMNIFICATION AND LIMITATION ON LIABILITY AGREEMENT

This indemnification and limitation on liability agreement is made part of an agreement, dated July 7, 2025 (which together with any renewals, modifications or extensions thereof, is herein referred to as the "Agreement"), by and between Alvarez & Marsal North America, LLC ("A&M"), Milbank LLP, solely in its capacity as counsel to PECF USS Intermediate Holding II Corporation and its direct and indirect subsidiaries signatory hereto (jointly and severally, the "Company"), and the Company for services to be rendered to counsel on behalf of the Company by A&M. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Agreement.

A. The Company agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others (including employees of A&M, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement or the Prior Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement or the Prior Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. The Company also agrees that (a) no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct and (b) in no event will any Indemnified Party have any liability to the Company for special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.

B. These indemnification provisions shall be in addition to any liability which the Company may otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or the Prior Agreement or A&M's and its personnel's role under the Agreement or the Prior Agreement, A&M or any Indemnified Party is required to produce any

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

of its personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Company will reimburse the Indemnified Party for its out of pocket expenses, including the reasonable fees and expenses of its counsel, and will compensate the Indemnified Party for the time expended by its personnel based on such personnel's then current hourly rate.

C. If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement or the Prior Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and the Company such counsel is unable to represent both the Indemnified Party and the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and the Company shall promptly advance its reasonable expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. The Company will be liable for any settlement of any claim against an Indemnified Party made with the Company's written consent, which consent shall not be unreasonably withheld.

D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

E. In the event the Company and A&M seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which A&M would continue to be engaged by the Company, the Company shall promptly pay expenses reasonably incurred by the Indemnified Parties, including attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. The Company will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.

F. Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of the Company, any other agreements, any vote of stockholders or disinterested directors of the Company, any applicable law or otherwise.

ALVAREZ & MARSAL NORTH
AMERICA, LLC

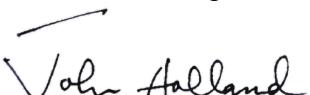
By: 

Brian Cejka
Managing Director

PECF USS Intermediate Holding II Corporation, et al.
July 7, 2025

Accepted and agreed:

PECF USS Intermediate Holding II Corporation
PECF USS Intermediate Holding III Corporation
Portable Holding Corporation
Portable Intermediate Holding Corporation
Portable Intermediate Holding II Corporation
USS Ultimate Holdings, Inc.

By: 
John Holland
Secretary

United Site Services, Inc.
United Site National Services Company
United Site Services of Louisiana, Inc.
United Site Services of Florida, LLC
United Site Services of Nevada, Inc.
United Site Services Northeast, Inc.
United Site Services of Colorado, Inc.
United Site Services of Maryland, Inc.
United Site Services of California, Inc.
United Site Services of Texas, Inc.
Johnny on the Spot, LLC
United Site Services, Midwest, LLC
Northeast Sanitation, Inc.
Russell Reid Waste Hauling and Disposal Service Co., Inc.
United Site Services of Mississippi, LLC
Southwest Site Services, Inc.
Vortex HoldCo, LLC
Vortex OpCo, LLC

By: _____
John Hafferty
Chief Financial Officer

PECF USS Intermediate Holding II Corporation, et al.

July 7, 2025

Accepted and agreed:

PECF USS Intermediate Holding II Corporation
PECF USS Intermediate Holding III Corporation
Portable Holding Corporation
Portable Intermediate Holding Corporation
Portable Intermediate Holding II Corporation
USS Ultimate Holdings, Inc.

By: _____

John Holland
Secretary

United Site Services, Inc.

United Site National Services Company

United Site Services of Louisiana, Inc.

United Site Services of Florida, LLC

United Site Services of Nevada, Inc.

United Site Services Northeast, Inc.

United Site Services of Colorado, Inc.

United Site Services of Maryland, Inc.

United Site Services of California, Inc.

United Site Services of Texas, Inc.

Johnny on the Spot, LLC

Northeast Sanitation, Inc.

Russell Reid Waste Hauling and Disposal Service Co., Inc.

United Site Services of Mississippi, LLC

Vortex HoldCo, LLC

Vortex OpCo, LLC

By: John D. Hafferty

John Hafferty
Chief Financial Officer

**EXHIBIT B TO A&M RETENTION AND EMPLOYMENT
APPLICATION**

DECLARATION OF BRIAN CEJKA

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re

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

Case No. 25-23630 (MBK)
Chapter 11
(Jointly Administered)

DECLARATION OF
**BRIAN CEJKA IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF ALVAREZ & MARSAL NORTH
AMERICA, LLC AS FINANCIAL ADVISORS TO DEBTORS AND
DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE**

Brian Cejka, being duly sworn, hereby states as follows:

1. I am a Managing Director with Alvarez & Marsal North America, LLC (together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors, “A&M”), a restructuring advisory services firm with numerous offices throughout the world. I submit this declaration on behalf of A&M (the “Declaration”) in support of the *Debtors' Application to Employ and Retain Alvarez & Marsal North America, LLC as Financial Advisors to Debtors and Debtors in Possession Pursuant to Sections 327(a) and 328 of the Bankruptcy Code* (the “Application”) on the terms and conditions set forth in the Application and the engagement letter between Debtors and A&M attached to the Application as Exhibit A (the “Engagement Letter”). Except as otherwise noted,² I have personal knowledge of the matters set forth herein.

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

2 Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at A&M and are based on information provided by them.

I. DISINTERESTEDNESS AND ELIGIBILITY

2. A&M together with its affiliates (the “**Firm**”) utilize certain procedures (“**Firm Procedures**”) to determine the Firm’s relationships, if any, to parties that may have a connection to a client debtor. In implementing the Firm Procedures, the following actions were taken to identify parties that may have connections to the Debtors, and the Firm’s relationship with such parties:

- a. A&M requested and obtained from the Debtors extensive lists of interested parties and significant creditors (the “**Potential Parties in Interest**”).³ The list of Potential Parties in Interest which A&M reviewed is annexed hereto as Schedule A. The Potential Parties in Interest reviewed include, among others, [the Debtors, banks, prepetition lenders, officers, directors, the thirty (30) largest unsecured creditors of the Debtors (on a consolidated basis), significant customers and suppliers, insurers, surety and letter of credit issuers, UCC lien parties, parties holding ownership interests in the Debtors, significant counterparties to material agreements and significant litigation claimants].
- b. A&M then compared the names of each of the Potential Parties in Interest to the names in its master electronic database of the Firm’s current and recent clients (the “**Client Database**”). The Client Database generally includes the name of each client of the Firm, the name of each party who is or was known to be adverse to the client of the Firm in connection with the matter in which the Firm is representing such client, the name of each party that has, or had, a substantial role with regard to the subject matter of the Firm’s retention, and the names of the Firm professionals who are, or were, primarily responsible for matters for such clients.
- c. An email was issued to all Firm professionals requesting disclosure of information regarding: (i) any known personal connections between the respondent and/or the Firm on the one hand, and certain significant Potential Parties in Interest or the Debtors, on the other hand,⁴ (ii) any known

- 3 The list of Potential Parties in Interest is expected to be updated during these cases. A&M continues to review the relationships it may have with potentially interested parties and to determine whether any relationships other than those set forth herein exist. As may be necessary, A&M will supplement this Declaration if it becomes aware of a relationship that may adversely affect A&M’s retention in these cases or discovers additional parties in interest through the filing of statements of financial affairs or statements under Rule 2019.. A&M will update this disclosure if it is advised of any trading of claims against or interests in the Debtors that may relate to A&M’s retention or otherwise requires such disclosure.
- 4 In reviewing its records and the relationships of its professionals, A&M did not seek information as to whether any A&M professional or member of his/her immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain A&M professionals have invested but as to which such professionals have no control over or knowledge of investment decisions, securities of the Debtors or any other party in interest;

connections or representation by the respondent and/or the Firm of any of those Potential Parties in Interest in matters relating to the Debtors; and (iii) any other conflict or reason why A&M may be unable to represent the Debtors.

- d. Known connections between clients of the Firm with active billing within the last five years and the Potential Parties in Interest were compiled for purposes of preparing this Declaration. These connections are listed in Schedule B annexed hereto.

3. As a result of the Firm Procedures, I have thus far ascertained that, except as may be set forth herein, upon information and belief, if retained, A&M:

- a. is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services),⁵ an equity security holder of the Debtors, or an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code;
- b. is not, and has not been, within 2 years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and
- c. does not have an interest materially adverse to the interests of the Debtors’ estates, or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

4. As can be expected with respect to any international professional services firm such as A&M, the Firm provides services to many clients with interests in the Debtors’ Chapter 11 Cases. To the best of my knowledge, except as indicated below, the Firm’s services for such clients do not relate to the Debtors’ Chapter 11 Cases.

5. In addition to the relationships disclosed on Schedule B, I note the following:

- a. JPMorgan Chase Bank, N.A., together with certain of its affiliates (collectively, “**JPMC**”) and HSBC Bank USA, N.A. together with certain of its affiliates (collectively “**HSBC**”) are Potential Parties in Interest. Under a credit facility (the “Credit Facility”) to A&M’s parent company Alvarez & Marsal Holdings, LLC (“**A&M Holdings**”): JPMC is a lender and the syndication agent and is a joint lead arranger and joint book runner; and HSBC is a participating lender and documentation agents. JPMC and HSBC

or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe it would impact A&M’s disinterestedness or otherwise give rise to a finding that A&M holds or represents an interest adverse to the Debtors’ estates.

5 See paragraph 13 below.

receive certain customary and negotiated fees and reimbursement of expenses in connection with their roles under the Credit Facility.

- b. Alvarez & Marsal Inc. (“**A&M Inc.**”), an entity controlled by Bryan Marsal and Antonio Alvarez II, is the majority owner of A&M Holdings. A&M Holdings is the sole owner of A&M. Messer’s Marsal and Alvarez comprise the Board of Managers of A&M Holdings and two of the Board of Managers of A&M. Messer’s Marsal and Alvarez, together with A&M Inc., indirectly control a significant interest in the general partner of A&M Capital which consists of various funds (the “**A&M Capital Funds**”). Also, certain A&M employees have invested in limited partnership interests in the A&M Capital Funds and, indirectly, their general partners and, from time to time, A&M and/or its professional service provider affiliates provide services to the A&M Capital Funds. The investments of the A&M Capital Funds are private equity investments in companies (all of whom are unrelated to the Debtors and these Chapter 11 Cases).
- c. In the past, A&M’s affiliate, Alvarez & Marsal Transaction Advisory Group, LLC (“**A&M TAG**”), was engaged by Platinum Equity Advisors, LLC (“**Platinum Equity**”), a significant equity holder of the Debtors, to provide financial and tax due diligence services to Platinum Equity and/or its portfolio companies, including certain Debtor entities, in connection with sale and acquisition transactions in which certain Debtor entities were parties. These matters as they relate to the Debtors are now complete.
- d. A&M’s affiliate, Alvarez & Marsal Private Equity Performance Improvement Group, LLC (“**A&M PEPI**”), was engaged by USS in March 2023 to provide Charles Lowrey, a Managing Director of A&M PEPI, as a chief restructuring officer. Mr. Lowrey resigned from that position as of May 26, 2023. The March 2023 engagement letter was superseded in April 2024 by an engagement letter between A&M, Milbank LLP, and PECF USS Intermediate Holding II Corporation and its subsidiaries, whereby A&M provided consulting, accounting, and other advisory services. The April 2024 engagement letter was subsequently superseded by the Engagement Letter.
- e. A&M was retained by Del Monte Foods Corporation II, Inc. and its affiliated debtors (“**Del Monte**”) to provide Jonathan Goulding, a Managing Director of A&M, as a chief restructuring officer in Del Monte’s chapter 11 cases. USS has a trade claim in Del Monte’s chapter 11 cases in the approximate amount of \$14,000. After due inquiry, A&M is not aware of any involvement by Mr. Goulding in issues related to USS’s trade claim.

6. From time to time, A&M professionals and employees personally directly acquire a debt or equity security of a company which may be or become one of the Debtors, their creditors,

or other parties in interest in these Chapter 11 Cases. A&M has long had a policy prohibiting its personnel from knowingly transacting in any security while in possession of material, non-public information about the issuing company, including such information learned in connection with their work at A&M. A&M therefore does not believe that any such investments present a conflict of interest.

7. A&M and its affiliates are advisors and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, A&M appears in numerous cases, proceedings, and transactions involving many different law firms, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, A&M has in the past, and may in the future, be represented by various attorneys and law firms, some of whom may be involved in these Chapter 11 Cases. In addition, A&M has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these Chapter 11 Cases in which it works with or in opposition to other professionals involved in these Chapter 11 Cases. Professionals retained in these Chapter 11 Cases might have referred work to A&M or vice versa. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to the Debtors' estates.

8. It is possible that certain Potential Parties in Interest have provided, and in some cases continue to provide, services to A&M. I do not believe that any such connections would compromise A&M's ability to effectively represent the Debtors.

9. To the best of my knowledge, no employee of the Firm is a relative of, or has been connected with the United States Trustee in this district or its employees.

10. Accordingly, to the best of my knowledge, A&M is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that A&M: (i) is not a creditor, equity security holder, or insider of the Debtors; (ii) was not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors; and (iii)

does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders.

11. If any new material relevant facts or relationships are discovered or arise, A&M will promptly file a supplemental declaration.

II. COMPENSATION

12. Subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable United States Trustee guidelines, and the Local Rules of this Court, A&M will seek from the Debtors payment for compensation on an hourly basis and reimbursement of actual and necessary expenses incurred by A&M. A&M's customary hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined in the Application. These hourly rates are adjusted annually.

13. To the best of my knowledge, (i) no commitments have been made or received by A&M with respect to compensation or payment in connection with these cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (ii) A&M has no agreement with any other entity to share with such entity any compensation received by A&M in connection with these Chapter 11 Cases.

14. By reason of the foregoing, I believe A&M is eligible for employment and retention by the Debtors pursuant to sections 327(a) (as modified by sections 1107(b)), 328, 330 and 331 of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

Dated this 6th day of January 2026

By: /s/ Brian Cejka
Brian Cejka
Managing Director

SCHEDULE A TO CEJKA DECLARATION

LIST OF POTENTIAL PARTIES IN INTEREST

List of Potential Parties in Interest

ADVERSE LITIGATION FIRMS

BIBIYAN LAW GROUP
ELLWANGER LAW LLLP
LAWYERS FOR JUSTICE, PC
THE NOURMAND LAW FIRM, APC
VALLI KANE & VAGNINI LLP

BANKRUPTCY JUDGES

ALFREDO R PÉREZ
BRENDAN L. SHANNON
CHIEF JUDGE MICHAEL B. KAPLAN
CHRISTOPHER M. LOPEZ
CRAIG T. GOLDBLATT
EDUARDO V. RODRIGUEZ
HON. ANDREW B. ALTENBURG, JR.
HON. CHRISTINE M. GRAVELLE
HON. JERROLD N. POSLUSNY, JR.
HON. JOHN K. SHERWOOD
HON. MARK E. HALL
HON. STACEY L. MEISEL
HON. VINCENT F. PAPALIA
JEFFREY P. NORMAN
JOHN T. DORSEY
KAREN B. OWENS
KATIE STICKLES
LAURIE SELBER SILVERSTEIN
MARVIN ISGUR
MARY F. WALRATH
THOMAS M. HORAN

BANKRUPTCY PROFESSIONAL - RETAINED

FTI CONSULTING INC
HILCO GROUP
MAPLES GROUP
MILBANK LLP
PJT PARTNERS

BANKRUPTCY COURT STAFF

AMANDA SIMONE
ANGELA PATTISON
ANTHONY SODONO
BROOKS WEST
CATHERINE MCAULEY
CHARLENE RICHARDSON
CHRISTY MCDONALD
CISSE DIAWARA
DANA MUCCIE
GINA PRICE
HEATHER RENYE
JUAN FILGUEIRAS
KATHLEEN RYAN
KEVIN HOLDEN
KIMBERLY BARBOUR
KIYA MARTIN
KRISTA SHAHEEN
LINDA BRAKEL
MARIA FIGUERIA
MARIELA PRIMO
MICHAEL BROWN
MICHAEL TEDESCO
MICHELLE FOGLEMAN
NTORIAN PAPPAS
OHANNA FERNANDES
RACHEL STILLWELL
REBECCA A. EARL
SETH ROSENBERG
SUZANNE SWEENEY
SYDNEY CHAPMAN
TIMOTHY DUMBROFF
WENDY QUILES
ZELDA HAYWOOD

Schedule A

List of Potential Parties in Interest

BANKS/LENDERS/UCC LIEN PARTIES/ADMINISTRATIVE AGENTS

400 CAPITAL MANAGEMENT
ANCHORAGE ADVISORS
APOLLO GLOBAL MANAGEMENT
ARTISAN PARTNERS
BANK OF AMERICA
BARCLAYS
BARINGS ASSET MANAGEMENT
BC PARTNERS
BLACKROCK
BNP PARIBAS
CANYON CAPITAL
CANYON PARTNERS
CASPIAN CAPITAL
CASTLEKNIGHT
CLEARLAKE
COMERICA
DEUTSCHE
DIAMETER CAPITAL
ELLIOTT MANAGEMENT
FS INVESTMENTS
GENERATE ADVISORS
GLENONDON CAPITAL
GOLDMAN SACHS
GSO / BLACKSTONE
HBK INVESTMENTS
HEIN PARK CAPITAL
HSBC
JP MORGAN CHASE
JPM
KING STREET CAPITAL
KKR
MIDOCEAN PARTNERS
MONARCH CAPITAL

MORGAN STANLEY
MUDRICK CAPITAL MANAGE
NEW YORK LIFE
NOMURA
OAKTREE
POST ADVISORY GROUP
REDDING RIDGE
SABA
SANCUS CAPITAL
SCULPTOR
SEARCHLIGHT CAPITAL
SECURITY BENEFIT
SIXTH STREET
VARDE PARTNERS
WHITEHORSE
WHITESTAR

BENEFITS PROVIDERS

DELTA DENTAL
EYEMED
KAISER PERMANENTE, INC.
THE CIGNA GROUP

CURRENT DIRECTOR/OFFICER

BOBBY CREASON
JOHN HAFFERTY

SIGNIFICANT CUSTOMERS

BAAM US LLC
BLACK ROCK CITY GROUP
C3 PRESENTS LLC
CITY OF LOS ANGELES MOBILE PITSTOP
CLAYCO CONSTRUCTION AZ
F21 DESIGN BUILD TEAM
GILBANE BUILDING CO INC
GOLDENVOICE PRODUCTION

List of Potential Parties in Interest

HITT CONTRACTING INC
INSOMNIAC INC
LAYTON CONSTRUCTION CO LLC AZ
LONG ISLAND RAILROAD
MOBILE MODULAR MANAGEMENT CORP
OES EQUIPMENT LLC
OKLAND AZ TSMC CMA
OSL GUIDE LLC
TURNER YATES KOKOSING JV
WASTE PRO OF LOUISIANA INC
WILLIAMS SCOTSMAN INC DBA WILLSCOT
MOBILE MINI

DEBTORS

JOHNNY ON THE SPOT, LLC
NORTHEAST SANITATION, INC.
PECF USS INTERMEDIATE HOLDING II
CORPORATION
PECF USS INTERMEDIATE HOLDING III
CORPORATION
PORTABLE HOLDING CORPORATION
PORTABLE INTERMEDIATE HOLDING
CORPORATION
PORTABLE INTERMEDIATE HOLDING II
CORPORATION
RUSSELL REID WASTE HAULING AND DISPOSAL
SERVICES CO., INC.
UNITED SITE NATIONAL SERVICES COMPANY
UNITED SITE SERVICES NORTHEAST, INC.
UNITED SITE SERVICES OF CALIFORNIA, INC.
UNITED SITE SERVICES OF COLORADO, INC.
UNITED SITE SERVICES OF FLORIDA, LLC
UNITED SITE SERVICES OF LOUISIANA, INC.
UNITED SITE SERVICES OF MARYLAND, INC.
UNITED SITE SERVICES OF MISSISSIPPI, LLC
UNITED SITE SERVICES OF NEVADA, INC.
UNITED SITE SERVICES OF TEXAS, INC.
UNITED SITE SERVICES, INC.

USS ULTIMATE HOLDINGS, INC.
VORTEX HOLDCO, LLC
VORTEX OPCO, LLC

DIRECTOR/OFFICERS

ASTERIOS SATRAZEMIS
BARBARA VELASCO
BOBBY CREASON
BRANDON CRAWLEY
BRIAN KELLN
CHRISTINE DELLA ROCCA
DAVID EGURE
DAVID GLATT
DAWN WALLOCH
EVA KALAWSKI
JAMES HYMAN
JASON NORDIN
JEFFREY DUNLOP
JOHN HAFFERTY
JOHN HOLLAND
LOUIS SAMSON
MAREK CRABBS
MARY ANN SIGLER
MICHAEL FABIANO
MICHAEL WARTELL
SATYABRAT KAR
SCOTT JAMROZ
TY RENBARGER

FORMER NAMES/ALIASES/DBAS

A-THRONE CO.
ABC RESTROOMS
ACME & SONS ELECTRIC
ACME & SONS SANITATION INC.
AFFORDABLE PORTABLE SERVICES
ALL CAL SERVICES

List of Potential Parties in Interest

AMASON'S PORTABLE RESTROOMS	NTR RENTS
AMASON'S PORTABLE TOILETS AND HOLDING TANKS	PBS SERVICES, INC.
AMASON'S ROLL-OFFS	PORTOSAN
AMASON'S SEPTIC TANK SERVICES	POTTY PROS
AMERICAN CLASSIC SANITATION	POTTY QUEEN
AMERICAN PORTABLE SERVICES	RUSSELL REID CO.
APPROVED TOILET RENTALS	SEACOAST PORTABLES
ARMADILLO PORTABLE TOILETS	SONCO EVENTS
CAROLINA CONTAINER SERVICES	SONCO RENTALS
CASCADE PHILLIPS CO.	TPI PORTABLE SANITATION
CASCADE-PHILLIPS SANI-POT CO.	TPI SANITATION
COMFORT ZONE	UNITED SITE SERVICES
DAVE'S SEPTIC SERVICES	UNITED SITE SERVICES JOTS, LLC
DOWN VALLEY SEPTIC	UNITED SITE SERVICES OF FLORIDA, INC.
EDMUNDS WASTE REMOVAL	UNITED SITE SERVICES OF GEORGIA
EDMUNDS WASTE TRANSPORT	USS CLEARWATER RECYCLING
EMPIRE PLUMBING	USS D&D ONSITE SERVICES
EMPIRE PORTABLES	USS INDUSTRIAL
EVENT RESTROOM	USS JEFFERSON STATE PUMPING
FLORIDA FENCE RENTAL	USS THRONE TO GO
GLOBAL SITE SERVICES	VALCO ENTERPRISES
HANDY CAN	WIZARD OF OOZE
HANDY HOUSE	INSURANCE
HOWSE BROTHERS SANITATION SERVICES, INC.	AIG
JOHNNY ON THE SPOT - GEORGIA, INC.	ALLIANZ
MILLER & COMPANY PORTABLE TOILET SERVICE	ALLIED WORLD ASSURANCE COMPANY INC. (AWAC)
MOUNTAIN PORTABLES	ASCOT SPECIALTY INSURANCE COMPANY
MR. JOHN	ASSURANT
MR. JOHN CO.	AXA XL
MR. JOHN PORTABLE SANITATION UNITS, INC.	AXIS
MR. JOHN, INC.	CHUBB
NATURE'S CALLING INC.	ENDURANCE ASSURANCE CORPORATION
NORCAL PORTABLE SERVICES	EVEREST NATIONAL INSURANCE COMPANY
NORTHWEST SANITATION	FAIRCO

Schedule A**List of Potential Parties in Interest**

FEDERAL INSURANCE COMPANY (CHUBB)	B & P PARTNERS
FIREMANS FUND INS. COMPANY	B BRADY 6714 LLC
GOTHAM INSURANCE COMPANY	BASE LOGISTICS LLC
GREAT AMERICAN INSURANCE COMPANY	BECKMAN AND BECKMAN PROPERTIES
HARTFORD FIRE INSURANCE COMPANY	BIG CHIEF LLC
LEXINGTON INSURANCE COMPANY	BISMARCK ROAD LLC
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH	BRIAN THOMPSON
QBE INSURANCE CORPORATION	BURMASTER LAND AND DEVELOPMENT COMPANY LLC
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	CALIFORTECH INC
VOYAGER	CAMERON COMMERCIAL
WRIGHT NATIONAL FLOOD	CAMPBELL PROPERTY FUND, LLC
KNOWN AFFILIATES - JV	CAROLINA CORPORATE LAND AUTHORITY LLC
PECF USS HOLDING CORPORATION	CASHWELL REAL ESTATE LLC
PECF USS INTERMEDIATE HOLDING CORPORATION	CEDAR TREE PROPERTIES, INC
LANDLORD	CHRISTOPHER E. CROCKER AND SHARON A. CROCKER TRUST AND MAC F. AND ANN GRAVES TRUST
1001 PROSPERITY AVE SE LLC	CITY OF SEATTLE
1497 WEST CARDINAL OWNER, LLC	CLS LEASING CO., LLC
1655 DUNCAN OWNERS LLC	CLW REAL ESTATE INVESTMENTS
200 DEER RUN ROAD, LP	COAST TO COAST VENTURES, LLC
2157RT31LLC	CORONET ACQUISITIONS, INC.
331 SELLECK LLC	CRAWFORD & HEATH INVESTMENTS
3945 FISCAL PARTNERS LLC	D III PROPERTIES, LLC
A & F PROPERTIES LLC	D.H. DAVIS PROPERTIES, LLC, A GEORGIA LIMITED LIABILITY COMPANY
A-ROD CONSULTING SERVICES, LLC	DEALY 45 LLC
ACCEL PROPERTY MANAGEMENT	DEAN C. JOHNSON AND CHERYL B. JOHNSON, TRUSTEES OF THE JOHNSON LIVING TRUST DATED N
AGG ROK MATERIALS CO	DEBORAH PHILLIPS
AIRPORT BOULEVARD PROPERTIES, LP	DION DIEGO TAQUERIA LLC
ALBERT J. ROTTI, JR	DIXIE SOUTHLAND CORP
ALBUSA ENTERPRISES LLC	EDENS PROPERTIES, LLC
ALTERRA IOS VENTURE III MASTER, LP	ELEVEN SEE 3525 RC LLC
AMER ABUGHERIR	EMA PROPERTY ENTERPRISES INC
APCON REALTY	EVOQUA WATER TECHNOLOGIES LLC

List of Potential Parties in Interest

FLAGSHIP LEASING, LLC	MIKE PAVIPOWICZ
FORTIFIED-ISF 408 OLD RITCHIE LLC	MILLER & SPENCER LLC
FOUNDRY ASSOCIATES LLC	MUNCY AVE REALTY
FREE MOUNTAIN LLC	NAVISTAR REAL ESTATE LLC
HASTINGS ENTERPRISES	NEVADA SPEEDWAY LLC
HENDERSON SANI SERVICES SYSTEM	NEW HAMPSHIRE MOTOR SPEEDWAY
HOMETOWN NATIONAL BANK	O H SMITH MARITAL TRUST
HUNKELE EQUITIES LLC	O STREET OWNERS LLC
HURFFVILLE ROAD LLC	OSI 4760 CECILE AVE LLC
J.H. PAYNE INVESTMENTS II, LLC	OSI 515 N 700 W LLC
JBD PROPERTIES LLC	P.A. LANDERS INC
JEK REALTY, LLC	PALACIOS MARINE & INDUSTRIAL COATINGS, INC
JH MONTEATH LLC	PAMELA CHENEY
JM PROPERTIES LTD	PASCO ROAD LLC
JMC RANCH METROMEDIA, LLC	PAUL R STRAUBINGER, LLC & STRAUBINGER, INC PARTNERS
JOSEPH HENSLER- HENSLER FAMILY TRUST	PEBBLE BEACH PROPERTIES LLC
JOSEPH WAYNE WRIGHT JR	PETER PANARONI
JOTS PROPERTIES LLC	PINE HALL BRICK CO., INC
JPZ INC	PRICE REAL ESTATE, LLC
KAREN L RINEHART	PSS, LLC
KERN VALUATION SERVICES INC	R&H INVESTMENTS
KOPPERS ATLANTA LLC.	RAM OF MINERVA LIMITED
LAURA ALICE LLC	RKM ENTERPRISE LLC
LEVEL GREEN LANDSCAPE	ROBBIE K FENN
LKC CO LLC	ROBIN INVESTMENT LLC
LOG AM LLC	ROCKY RUN ROAD LLC
LUMBER FAMILY LLC	ROSEN FP LLC
MAD RANCH LLC	RUSS PERKINS
MAIN STREET LAND TRUST	SARBJIT S KHEHRA
MAPLE RIDGE ACQUISTION	SCOTT COMPANIES AND RYDAN PARK
MASS PROPERTIES SOUTH FORSYTH, LLC	SITE STORAGE, LLC
MAX PROPERTIES	SLUSSER GROUP, LLC
MB2 PROPERTIES LLC	SPEEDWAY BLVD WAREHOUSE LLC
MBMB TAMPA III LLC	SRJ HOLDINGS, L.L.C.
MD KING, LLC	

List of Potential Parties in Interest

SRS PROPERTY MANAGEMENT LLC
STORK ENTERPRISES, LLC
SUNSHINE LEASING SERVICES, LLC
T&S LAND HOLDINGS LLC
TENBAR INC
TENTH AVENUE HOMESTEAD, LLC
THE FRANK FISHER 2024 GST TRUST
THE LACASSANE COMPANY INC
THREE KINGS PROPERTIES LLC
THREE RAILROAD DRIVE LLC
THREEBEE LLC
TRILITH PROPCO, LLC
TUCSON CC OWNERS LLC
VEX, INC
WAAW, LLC
WALT BASSETT OWNERS LLC
WESTERN SIGN AND AWNING INC
WESTSIDE INVESTMENTS
YOUHAN Y YOUNAN

LITIGATION

BRYAN ROBINSON
CARLOS MARTINEZ
CREDITORS ADJUSTMENT BOARD
DARIEN DICKENS
DAVID ESTRELLA
ELIZABETH KOEHLER
FIVE FAIRWAY VILLAGE, LLC
GEORGE L. MILLER
JASON OFFENDEL
JONATHAN ARIAS
KDC AGRIBUSINESS, LLC
KEITH GILMORE
MADISON KINDER
MAX CAHILL

MICHAEL GARCIA
NOEL PELLERIN
SKYLAR HADLOCK
TREESAP FARMS, LLC
WAYNE CARTER
ZACHRY HOLDINGS, INC.

ORDINARY COURSE PROFESSIONALS

AKERMAN LLP
GORDON, ARATA, MONTGOMERY, BARNETT,
MCCOLLAM, DUPLANTIS & EAGAN, LLC
HINSHAW & CULBERTSON LLP
O'HAGAN MEYER LLC
SNELL & WILMER, LLP
WOMBLE BOND DICKINSON (US) LLP

OTHER PROFESSIONALS

AKIN GRUMP STRAUSS HAUER & FELD LLP
BLUEROSE ASSOCIATES
CAHILL GORDON & REINDEL LLP
CENTERVIEW PARTNERS
PRYOR CASHMAN
QUINN EMANUEL URQUHART & SULLIVAN, LLP

SIGNIFICANT COMPETITORS

CLEAN RESTROOM RENTALS
DIAMOND ENVIRONMENTAL SERVICES
DOODIE CALLS
HONEY BUCKET
JOHNS TO GO
NATIONAL CONSTRUCTION RENTALS
RELIABLE ONSITE SERVICES
UNITED RENTALS
WASTE MANAGEMENT AND RECYCLING
SERVICES

SIGNIFICANT CREDITOR

ALIXPARTNERS LLP

List of Potential Parties in Interest

SIGNIFICANT EQUITY HOLDER

PLATINUM EQUITY ADVISORS LLC

SURETY & LETTERS OF CREDIT

1970 GROUP

BERKLEY

NATIONWIDE MUTUAL INSURANCE COMPANY

SAFETY NATIONAL

TEXAS CAPITAL BANK

TAXING

AUTHORITY/GOVERNMENTAL/REGULATORY AGENCIES

ALAMEDA COUNTY, CA

COMMERCE CITY, CO

FLORIDA DEPARTMENT OF REVENUE

LOS ANGELES COUNTY

NEW JERSEY DIVISION OF TAXATION

STATE OF CALIFORNIA - DEPARTMENT OF TAX & FEE ADMINISTRATION

STATE OF CALIFORNIA - UNCLAIMED PROPERTY DIVISION

STATE OF MASSACHUSETTS - UNCLAIMED PROPERTY DIVISION

STATE OF NEW JERSEY - UNCLAIMED PROPERTY DIVISION

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

U.S. TRUSTEE OFFICE

ADELA ALFARO

ANDREW R. VARA

ANGELIZA ORTIZ-NG

BENJAMIN HACKMAN

CHRISTINE GREEN

DANIEL C. KROPIEWNICKI

DAVID GERARDI

DION WYNN

EDITH A. SERRANO

ELIZABETH THOMAS

FRAN B. STEELE

FRANCYNE D. ARENDAS

HANNAH M. MCCOLLUM

HAWA KONDE

HOLLY DICE

IVY CONES

JAMES R. O'MALLEY

JAMES STIVES

JANE LEAMY

JEFFREY SPONDER

JONATHAN LIPSHIE

JONATHAN NYAKU

JOSEPH CUDIA

JOSEPH MCMAHON

KIRSTEN K. ARDELEAN

LAUREN ATTIX

LAUREN BIELSKIE

LINDA CASEY

LINDA RICHENDERFER

MALCOLM M. BATES

MARTHA HILDEBRANDT

MICHAEL ARTIS

MICHAEL GIRELLO

NYANQUOI JONES

RACHEL WOLF

ROBERT J. SCHNEIDER, JR.

SAMANTHA LIEB

SAVANNA CRUZ

SHAKIMA L. DORTCH

TIA GREEN

TIMOTHY J. FOX, JR.

TINA L. OPPELT

WILLIAM J. ZIEMER

List of Potential Parties in Interest

UCC LIEN PARTIES

CIT BANK, N.A.
CUSTOM TRUCK CAPITAL
FIRST-CITIZENS BANK & TRUST COMPANY
WILMINGTON SAVINGS FUND SOCIETY, FSB

VENDORS

2MORCO, LLP
ACQUIS CONSULTING GROUP, LLC
AFCO CREDIT CORPORATION
AHEAD, INC
AIRGAS USA LLC
AKAT BROKERAGE INC
ALVAREZ & MARSAL HOLDINGS, LLC
AM TRANSPORTATION LLC
AMAZON BUSINESS
AMCS GROUP INC
APPLICANT INSIGHT, INC
AUTOMOTIVE RENTALS INC
B & K EQUIPMENT SERVICES, LLC.
BAIN & COMPANY, INC
BESTPASS, INC
BIG TRUCK EQUIPMENTS LLC
BUSINESS KNOWLEDGE SERVICES, INC.
CAFENCE DEPOT INC
CAROLINA WASTE TRANSFER
CFGI, LLC
CG NATIONAL PARTNERS LLC
CHRISTOPHER A VAUGHAN
CIELO INC
CIGNA HEALTH AND LIFE
CISCO SYSTEMS CAPITAL CORP
CITY OF SAN DIEGO, CALIFORNIA
CLAY COUNTY DEPARTMENT OF
CLEAN WATER SERVICES

CLOUDQ DBA: SYRAINFOTEK LLC
COMDATA INC
CONCUR TECHNOLOGIES, INC.
CRK VENTURE AND CONSULTANTS
CROWN CASTLE FIBER LLC
CUSTOM TRUCK ONE SOURCE LP
D&S LTD
DAY PITNEY LLP
DAVIS GATE & WIRE MANUFACTURING, INC.
DELAWARE COUNTY REGIONAL WATER /
DELCORA
DEL MONTE FOODS CORPORATION
DELL MARKETING LP
DELTA DENTAL OF MASSACHUSETTS
DEV-BYRNE & COMPANY
DIMIFINI-QUEENS LLC
DOMETIC
DRAGON PRODUCTS LLC
EAST BAY MUNI UTILITY DISTRICT
ENTERPRISE FM TRUST
EXPRESS SERVICES, INC
FENCESCREEN LLC
FENCING SUPPLY GROUP ACQUISITION
PARENT, LLC
FLANDERS 118 LLC
FOUNDERS SERIES OF LOCKTON COMPANIES
LLC
FREEWAY INTERNATIONAL LOGISTICS, LLC
FULL OF SUNSHINE LLC
GALLAGHER BASSETT SERVICES, INC
GFL ENVIRONMENTAL
GOOGLE INC
GOSNAY'S MOBILE CONTAINER REPAIR LLC
HALE LLC
HAWKKE, LLC
HERC RENTALS INC

List of Potential Parties in Interest

HOBIEDAWG SERVICES	PJT PARTNERS HOLDINGS LP
HUFSMITH REAL ESTATE PARTNERS LLC	PRICEWATERHOUSECOOPERS
ICON INFORMATION CONSULTANTS, LP	PROCESSWERX LLC
IMPERIAL INDUSTRIES INC	RDX BROKERAGE
ITI TRAILERS AND TRUCK BODIES INC.	RED WING BRANDS OF AMERICA INC
JAG MOBILE SOLUTIONS, INC	REPUBLIC SERVICES
JUDGE TECHNICAL SERVICES, INC.	REXFORD INDUSTRIAL - 256 ALONDRA, LLC
KAISER FOUNDATION HEALTH PLAN	RINGSBY TERMINALS, INC.
LIFE INSURANCE COMPANY OF NORTH AMERICA	ROBERT HALF MANAGEMENT RESOURCES
LITTLER MENDELSON P C	RYDER TRANSPORTATION SERVICES
LUX FACILITIES	S&P GLOBAL RATINGS
LUXURIANT REALTY, INC	SALESFORCE.COM INC
LYTX INC	SANITIZE915
MAGELLAN BUILDING, LLC	SATELLITE INDUSTRIES INC
MBA & COMPANY CONSULTANCY LTD	SIDETRADE
MCCARTER & ENGLISH, LLP	SMARTWAY TRANSPORTATION, LLC
MCDONALD FARMS ENTERPRISES INC	SOLID WASTE DISPOSAL AUTHORITY
MEA MANUFACTURING PROPERTIES, LLC	STATE STREET
METROPOLITAN TELECOMMUNICATION	STEPHENS PIPE & STEEL LLC
MICROSOFT LICENSING, GP	STRAN & COMPANY, INC
MICROSOFT ONLINE INC	SUN COAST RESOURCES INC
MOODY INVESTORS SERVICE	SUNBELT RENTALS INC
MOTUS, LLC	SUSTAIN, LLC
NET AT WORK, LLC	SYNACKTEK LLC
NEW ERA TECHNOLOGY NE	T3NT LABOR KR3W CORP
NJ FENCE LLC	TARGETCAST, LLC
NSC FINANCIAL INC	TERRENO REALTY CORPORATION
ORACLE AMERICA INC	THE ALCHALEL REAL ESTATE INVESTMENT TRUST
ORBIS TERRARUM LLC	THE TAYLOR FAMILY TRUST DATED
OXFORD PLASTIC SYSTEMS, LLC	THIRD ROCK SANITATION SOLUTIONS, LLC
PARK MANAGEMENT LLC	TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.
PASSAIC VALLEY SEWER COMM	TWO95 INTERNATIONAL, INC
PENSKE TRUCK LEASING CO LP	TY L LECKNER - SHOWROOM TRANSPORT
PEOPLEREADY INC	UCW LOGISTICS LLC

Schedule A

List of Potential Parties in Interest

UKG INC

UNIFIRST CORPORATION

UPWORK INC.

VACUUM SALES, INC.

VALTIR RENTALS, LLC

VERIZON

WALTER E NELSON

WASTE CONNECTIONS OF THE CAROLINA

WASTE MANAGEMENT INC

WASTE PRO

WATERS VACUUM TRUCK SERVICE

WHITE DOVE JANITORIAL SERVICE

WILLSCOT

WIND RIVER ENVIRONMENTAL, LLC

WORLDCOM EXCHANGE INC

ZINGWORKS LLC

ZOOMINFO TECHNOLOGIES LLC

ZTERS INC

SCHEDULE B TO CEJKA DECLARATION
DISCLOSURE SCHEDULE

Current and Former Clients of A&M and/or its Affiliates¹

AIG
Airgas USA LLC
AlixPartners LLP
Allianz
Allied World Assurance Company Inc.
(AWAC)
Amazon Business
Anchorage Advisors
Apollo
Artisan Partners
Ascot Specialty Insurance Company
Assurant
AXA XL
Axis
Bank of America
Barclays
Barings Asset Management
Base Logistics LLC
BC Partners
BlackRock
BNP Paribas
Canyon Capital
Canyon Partners
Caspian Capital
CastleKnight
Chubb
Cigna Group, The
Cielo Inc.
Cisco Systems Capital Corp
CIT Bank, N.A.
Clearlake
Comerica
Comfort Zone
Concur Technologies, Inc.
Crown Castle Fiber LLC
Custom Truck Capital
Del Monte Foods Corporation
Delta Dental
Deutsche
Diameter Capital

Elliott Management
Endurance Assurance Corporation
Everest National Insurance Company
Fencing Supply Group Acquisition Parent,
LLC
Firemans Fund Ins. Company
First-Citizens Bank & Trust Company
FS Investments
FTI Consulting Inc
Gallagher Bassett Services, Inc
GFL Environmental
Gilbane Building Co Inc
Glendon Capital
Goldman Sachs
Google Inc.
Great American Insurance Company
GSO / Blackstone
Hartford Fire Insurance Company
HBK Investments
Hein Park Capital
HSBC
Hilco Group
Icon Information Consultants LP
JP Morgan Chase
Kaiser Permanente, Inc.
King Street Capital
KKR
Lexington Insurance Company
Littler Mendelson P.C.
Maples Group
Microsoft Licensing, GP
MidOcean Partners
Miller, George L.
Monarch Capital
Moody Investors Service
Morgan Stanley
Motus LLC
Mudrick Capital Management
Nationwide Mutual Insurance Company
National Union Fire Insurance Company of
Pittsburgh
New York Life

¹ A&M and/ or an affiliate is currently providing or has previously provided certain consulting or interim management services to these parties or their affiliates (including equity holders and joint venture parties) or, with respect to those parties that are

investment funds or trusts, to their portfolio or asset managers or their affiliates in wholly unrelated matters.

Nomura
Northeast Sanitation, Inc.
Oaktree
Oracle America Inc
Passaic Valley Sewer Comm
Platinum Equity Advisors, LLC
Portable Holding Corporation
Post Advisory Group
PricewaterhouseCoopers
QBE Insurance Corporation
Quinn Emanuel Urquhart & Sullivan, LLP
Republic Service
Robert Half Management Resources
Russell Reid Waste Hauling and Disposal
Services Co., Inc.
Ryder Transportation Services
S&P Global Ratings
Saba
Salesforce.com Inc.
Sculptor
Searchlight Capital
Security Benefit
Sixth Street
Snell & Wilmer, LLP
State Street
Texas Capital Bank
Toyota Industries Commercial Finance, Inc.
Travelers Property Casualty Company of
America
Varde Partners
Verizon
Waste Connections of the Carolina
Waste Management and Recycling Services
Whitehorse
Wilmington Savings Fund Society, FSB
Wind River Environmental, LLC
Zachry Holdings, Inc.
ZoomInfo Technologies, LLC

Board Members²

Crawley, Brandon

² These parties or their affiliates are board members of other clients or former clients of A&M or their affiliates in wholly unrelated matters.

Fabiano, Michael
Holland, John
Kalawski, Eva
Renbarger, Ty
Samson, Louis
Sigler, Mary Ann
Wallock, Dawn
Wartell, Michael
Velasco, Barbara

Government and Regulatory³

Alameda County, CA
City of Seattle
Commerce City, CO
Florida Department of Revenue
Los Angeles County
Texas Comptroller of Public Accounts

³ A&M and/or an affiliate is currently providing or has provided certain consulting or interim management services to these government entities or regulatory agencies in wholly unrelated matters.

EXHIBIT C TO A&M RETENTION AND EMPLOYMENT APPLICATION

PROPOSED ORDER

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

In re

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

Case No. 25-23630 (MBK)
Chapter 11
(Jointly Administered)

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF ALVAREZ & MARSAL NORTH
AMERICA, LLC AS FINANCIAL ADVISORS TO DEBTORS AND
DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through four (4), is
ORDERED.

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

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

MILBANK LLP

Dennis F. Dunne (admitted *pro hac vice*)
Samuel A. Khalil (admitted *pro hac vice*)
Matthew Brod (admitted *pro hac vice*)
Lauren C. Doyle (admitted *pro hac vice*)
Benjamin M. Schak (admitted *pro hac vice*)
55 Hudson Yards
New York, NY 10001
Telephone: 1 (212) 530-5000
DDunne@Milbank.com
SKhalil@Milbank.com
MBrod@Milbank.com
LDoyle@Milbank.com
BSchak@Milbank.com

- and -

COLE SCHOTZ P.C.

Michael D. Sirota
Felice R. Yudkin
Daniel J. Harris
Court Plaza North, 25 Main Street
Hackensack, NJ 07601
Telephone: 1 (201) 489-3000
MSirota@coleschotz.com
FYudkin@coleschotz.com
DHarris@coleschotz.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

(Page 3)

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

Case No.: 25-23630 (MBK)

Caption of Order: Order Authorizing the Retention and Employment of Alvarez & Marsal North America, LLC as Financial Advisors to Debtors and Debtors in Possession Effective as of the Petition Date

Upon the application (the “**Application**”) of the debtors in possession in the above-captioned case (collectively, the “**Debtors**” or the “**Company**”) for an order pursuant to sections 327(a) and 328 of title 11 of the United States Code (the “**Bankruptcy Code**”), authorizing the Debtors to employ and retain Alvarez & Marsal North America, LLC, together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors (collectively, “**A&M**”) as financial advisors, *nunc pro tunc* to the date of filing of these cases (the “**Petition Date**”) on the terms set forth in the engagement letter (the “**Engagement Letter**”) annexed to the Application as Exhibit A; and upon the Declaration of Brian Cejka in support of the Application annexed thereto as Exhibit B; and due and adequate notice of the Application having been given; and the Court being satisfied that A&M is a “disinterested person” as such term is defined under section 101(14) of the Bankruptcy Code; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by this Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED** that:

1. The Application is granted to the extent set forth herein.
2. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.
3. Pursuant to sections 327(a) and 328 of the Bankruptcy Code, the Debtors are hereby authorized to retain A&M as financial advisors to the Debtors, *nunc pro tunc* to the Petition Date on the terms set forth in the Engagement Letter.
4. The terms of the Engagement Letter, including without limitation, the compensation provisions and the indemnification provisions, as modified by the Application, are reasonable terms and conditions of employment and are hereby approved.

(Page 4)

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

Case No.: 25-23630 (MBK)

Caption of Order: Order Authorizing the Retention and Employment of Alvarez & Marsal North America, LLC as Financial Advisors to Debtors and Debtors in Possession Effective as of the Petition Date

5. To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

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