

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
PRICEWATERHOUSECOOPERS LLP AS AUDIT SERVICES
PROVIDER TO THE DEBTORS, EFFECTIVE AS OF THE PETITION
DATE**

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



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

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

RELIEF REQUESTED

1. The Debtors seek entry of an order authorizing the retention and employment of PricewaterhouseCoopers LLP (“**PwC LLP**”) as the Debtors’ audit services provider in these Chapter 11 Cases, effective as of the Petition Date. A proposed form of order (the “**Proposed Order**”) is attached as **Exhibit A** to this Application.

2. In support of the Application, the Debtors submit the declaration of John D. Wood, a Partner of PwC LLP, which is attached as **Exhibit B** (the “**Wood Declaration**”).

3. The principal statutory bases for the relief requested in this Application are sections 327(a), 328(a) and 330 of title 11 of the U.S. Code (the “**Bankruptcy Code**”), Rule 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “**Local Rules**”).

JURISDICTION AND VENUE

4. 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.

BACKGROUND

I. UNITED SITE SERVICES

5. 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.

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

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

8. 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.

9. 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 and incorporated herein by reference.²

II. FACTS SPECIFIC TO RELIEF REQUESTED

A. Qualifications

10. The Debtors seek to employ PwC LLP to provide audit services to the Debtors because, among other things, PwC LLP is a leading audit services firm and has offices across the United States. PwC LLP professionals have considerable experience providing audit services, including to businesses in a chapter 11 environment and PwC LLP professionals have been employed in numerous cases under the Bankruptcy Code. Accordingly, the Debtors believe that PwC LLP is qualified to provide audit services during these Chapter 11 Cases in an efficient and timely manner.

11. As set forth in the Wood Declaration, the Debtors engaged PwC LLP as their audit services provider pursuant to the terms and conditions set forth in the following engagement letter: the engagement letter dated December 17, 2025, attached hereto as **Exhibit C** (the “**Engagement Letter**” or the “**Audit Letter**”).³

12. PwC LLP has indicated a desire and willingness to act in these Chapter 11 Cases to render the Professional Services (as defined below) on the terms set forth in the Engagement Letter,

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

³ All summaries herein are provided for convenience only and are qualified by reference to the Engagement Letter. To the extent that this Application and the terms of the Engagement Letter are inconsistent, the terms of the Engagement Letter shall control. Capitalized terms used but not otherwise defined in this Application shall have the meanings ascribed to such terms in the Engagement Letter.

as the same may be modified by the Proposed Order. Pursuant to the Engagement Letter and subject to the Court's entry of the Proposed Order, all services that PwC LLP provides to the Debtors will be: (y) at the request of the Debtors; and (z) appropriately directed by the Debtors so as to avoid unnecessary duplication of efforts among the Debtors' other professionals retained in these Chapter 11 Cases.

B. Scope of Services

13. As requested by the Debtors, and consistent with the terms of the Engagement Letter, PwC LLP was asked to provide the following audit services (collectively, the "**Professional Services**"):

a. **Audit Letter:**

2025 Audit

- i. PwC LLP will audit the consolidated financial statements of PECF USS Intermediate Holding III Corporation ("**PECF USS**") which comprise the consolidated balance sheet (debtor-in-possession) at December 31, 2025 and related consolidated statements of operations and comprehensive loss (debtor-in-possession) shareholders' equity (debtor-in-possession) and cash flow (debtor-in-possession) for the year then ending. Upon completion of the audit, PwC LLP will provide PECF USS with PwC LLP's written report on the financial statements referred to above. Circumstances may arise in which PwC LLP's report may differ from its expected form and content based on the results of PwC LLP's audit. Depending on the nature of these circumstances, it may be necessary for PwC LLP to modify PwC LLP's opinion or add an emphasis- of- matter paragraph or other matter paragraph to PwC LLP's audit report. If for any reason relating to the affairs or management of PECF USS we are unable to complete PwC LLP's audit, PwC LLP may decline to issue a report as a result of the engagement.
- ii. As part of the engagement and as is customary in PwC LLP's role as auditor, PwC LLP may provide various types of insights-whether oral, written, or visual.

Incremental Audit Procedures

- iii. PwC LLP fiscal 2025 audit services will include discussions, review and testing of certain information related to adopting ASC 852, Reorganizations, as a result of PECF USS's pending bankruptcy proceedings "incremental audit procedures". Such incremental audit procedures may include (as applicable): discussing general accounting guidance around accounting while in bankruptcy and the adoption of fresh start accounting, incremental evaluation of control changes as a result of system implementations/upgrades, procedures related to litigation, investigation matters, capital markets transactions, liquidity assessments, or other technical

accounting matters involving consultation, and trigger based impairment assessments. Any such incremental audit procedures will be provided on an hourly rate basis as included within Exhibit 1, subject to the terms and conditions above.

14. If the Debtors request that PwC LLP perform additional services not contemplated by the Engagement Letter, the Debtors and PwC LLP will mutually agree upon such services and fees in writing in advance, and if the additional services require an amendment to or statement of work with respect to the Engagement Letter, or entry into a separate engagement letter, the Debtors shall file notice of such documents with the Court, together with a supplemental declaration if appropriate, in accordance with the Court’s approval procedures and the terms of the Proposed Order. Provided no objection is timely filed to the proposed services and agreements, PwC LLP will continue to provide the requested services, subject to any prior order entered by the Court on PwC LLP’s retention and employment.

C. Professional Compensation

15. Pursuant to the terms and conditions of the Engagement Letter, and subject to the Court’s approval, PwC LLP is providing the Professional Services during the Chapter 11 Cases under a fixed fee and hourly fee arrangement. The following outlines the proposed compensation structure that is set forth in the Engagement Letter (the “**Fee and Expense Structure**”):⁴

- a. **2025 Audit:** The 2025 Audit Letter is a fixed fee arrangement whereby PwC LLP agreed to be paid \$927,000, exclusive of expenses.
- b. **Incremental Audit Procedures:** The Incremental Audit Procedures are pursuant to an hourly fee arrangement, and the hourly rates are set forth below, exclusive of expenses.

Specialists (CMAAS Valuation, and National Office)			
Staff Class	Rate per hour CMAAS	Rate per hour Valuation	Rate per hour National Office
Partner	\$1,321	\$1,346	\$1,572
Managing Director	\$1,249	\$1,211	\$1,485

⁴ Pre-Petition, PwC LLP was prepaid for certain audit services for which \$5,794 remains to be applied against Court-approved post- petition Professional Services.

Director	\$1,129	\$1,101	\$1,335
Senior Manager	\$999	\$971	\$1,180
Manager	\$876	\$844	\$1,017
Senior Associate	\$721	\$703	
Associate	\$499	\$592	

Core Audit Team			
Staff Class	Rate per hour Assurance	Rate per hour Tax	Rate per hour DAT
Partner	\$1,094	\$1,232	\$1,157
Managing Director	\$861	\$960	\$932
Director	\$627	\$804	\$845
Senior Manager	\$511	\$749	\$536
Manager	\$461	\$698	\$520
Senior Associate	\$357	\$571	\$381
Associate	\$243	\$444	\$247

16. PwC LLP invoices the Debtors for PwC LLP's actual, reasonable, and necessary expenses during these Chapter 11 Cases, including travel (and internal per-ticket charges), delivery services, applicable sales, use, excise or value-added tax, the fees and expenses of outside counsel, to the extent applicable, and other expenses incurred in providing the Professional Services.

17. As set forth in the Wood Declaration, PwC LLP will apply to the Court for allowances of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other application orders of the Court, in accordance with the terms and conditions of the Engagement Letter.

18. The Debtors are advised that it is not the practice of PwC LLP's professionals to keep detailed time records in one-tenth-of-an-hour (0.1) increments as customarily kept by attorneys compensated subject to Court-approval. Instead, the customary practice of PwC LLP's professionals is to keep reasonably detailed records of services rendered during an engagement in

half-hour (0.5) increments. The Debtors request that the Court allow PwC LLP's professionals to provide the following in its monthly, interim, and/or final fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) a project-category based summary of services rendered to the Debtors, identifying each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered; and (c) reasonably detailed records of time, in half-hour (0.5) increments for fixed fee engagements and in tenth of an hour (0.1) increments for hourly fee arrangements, describing the services rendered by each professional and the amount of time spent on each date.

19. Given the nature of the services to be provided by PwC LLP, the Debtors submit that such billing format and associated time details will be sufficient for parties-in-interest to make informed judgments regarding the nature and appropriateness of PwC LLP's services and fees. Accordingly, to the extent necessary, based on the foregoing, the Debtors respectfully seek a waiver of the requirement for PwC LLP to provide the information requirements set forth in the Bankruptcy Rules or any applicable procedure or orders of the Court

20. Except as set forth in the Wood Declaration, PwC LLP has, in accordance with section 504 of the Bankruptcy Code, agreed not to share any compensation paid by the Debtors with any non-affiliated or unrelated entity.

D. Indemnification

21. As part of the overall compensation payable to PwC LLP under the terms of the Engagement Letter, the Debtors agreed to certain indemnification obligations described in the Engagement Letter and subject to modifications set forth in the Proposed Order. The terms of the Engagement Letter and the indemnification provisions were fully negotiated at arm's length. The Debtors believe that the indemnification provisions are reasonable and in the best interest of the Debtors, their estates, and their creditors, and that such provisions are customary and reasonable for engagements of this nature. The Debtors believe that the proposed modifications to the

indemnification provisions of the Engagement Letter as set forth in the Proposed Order are appropriate under the circumstances.

E. Disinterestedness

22. As of the Petition Date, PwC LLP was not owed any money by Debtors on account of prepetition services performed by PwC LLP.

23. In the 90 days prior to the Petition Date, PwC LLP was not paid any money by the Debtors.

24. The Debtors are anticipated to seek Court approval of PwC US Tax LLP to provide tax services in these Chapter 11 cases.

25. The Debtors' knowledge, information, and belief regarding certain of the matters set forth in this Application, including, without limitation, PwC LLP's disinterestedness, are based on, and are made in reliance upon, the Wood Declaration. In reliance on the Wood Declaration, the Debtors believe that, except as set forth in the Wood Declaration, PwC LLP: (a) has no connection with the Debtors and the parties identified in that certain Parties in Interest (as defined in the Wood Declaration) identified on **Schedule 1** attached to the Wood Declaration; (b) does not hold any interest adverse to the Debtors or the Debtors' estates; and (c) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required by section 327(a) of the Bankruptcy Code.

26. The Debtors were informed that PwC LLP will conduct a periodic review of its files to ensure that no disqualifying circumstances arise. To the extent any information PwC LLP discloses requires amendment, modification or supplementation, as additional information becomes available, PwC LLP will submit a supplemental declaration to the Court.

BASIS FOR RELIEF

I. THE DEBTORS' RETENTION AND EMPLOYMENT OF PWC LLP IS APPROPRIATE PURSUANT TO SECTIONS 327(A) AND 328(A) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 2014.

27. Section 327 of the Bankruptcy Code provides, in relevant part, as follows:

Except as otherwise provided in this section, the trustee, with the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, 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).

28. Section 328 of the Bankruptcy Code provides, in relevant part, as follows:

The trustee . . . with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . of this title . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, or on a contingent fee basis. Notwithstanding such terms and conditions, the court may allow compensation different from the compensation provided under such terms and conditions after the conclusion of such employment, if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.

Id. at 328(a).

29. Bankruptcy Rule 2014 provides, in relevant part, as follows:

An order approving the employment of attorneys, accountants, appraisers, auctioneers, agents, or other professionals pursuant to § 327 . . . of the Code shall be made only on application of the trustee or committee.

Fed. R. Bankr. P. 2014.

30. As set forth above, the Debtors have selected PwC LLP to provide the Professional Services set forth in the Engagement Letter and described herein because PwC LLP is a well-respected professional services firm. PwC LLP's professionals possess experience in the areas of audit service that will be useful to the Debtors, and PwC LLP has indicated a desire and willingness

to act in these Chapter 11 Cases and to render the necessary and contracted for Professional Services to the Debtors.

31. The Debtors believe that the Fee and Expense Structure appropriately reflects the nature of the services PwC LLP will provide in connection with these Chapter 11 Cases, and is consistent with, and typical of, arrangements PwC LLP and other services firms enter to render comparable services for clients similar to the Debtors, both in and out of chapter 11 bankruptcy. PwC LLP and the Debtors also believe that the Fee and Expense Structure is reasonable and at market rates, and the terms and conditions of employment should be approved by the Court under section 328(a) of the Bankruptcy Code in light of: (a) industry practice; (b) market rates charged for comparable services both in and out of the chapter 11 context; (c) PwC LLP professionals' substantial experience with respect to the Professional Services; and (d) the nature and scope of work to be performed by PwC LLP in connection with these Chapter 11 Cases.

32. Furthermore, not granting the relief requested herein would force the Debtors to engage a new audit services provider to replace PwC LLP, causing the Debtors to needlessly expend additional time and resources at a critical stage of its Chapter 11 Cases, disadvantaging the Debtors and all parties in interest. Accordingly, the Debtors submit that the services provided by PwC LLP are critical to the success of these Chapter 11 Cases.

II. RETROACTIVE RELIEF IS WARRANTED

33. The employment of PwC LLP, effective as of the Petition Date, is appropriate under the circumstances of these Chapter 11 Cases. At the Debtors' request, PwC LLP continued to provide the requested Professional Services following the Petition Date, with the understanding that its retention would be approved effective as of that date. In support of this Application, PwC LLP has diligently completed its comprehensive disinterestedness review and promptly taken all necessary steps to prepare and file this Application.

34. Approval of the Indemnification Provisions of the Engagement Letter, As Limited and Modified by the Proposed Order, Is Appropriate.

35. The Engagement Letter provide, among other things, that the Debtors will indemnify and hold each indemnified party harmless from and against any and all third-party claims, losses, liabilities, and damages arising from or relating to the services or deliverables provided under the Engagement Letter (the “**Indemnification Provisions**”). The Indemnification Provisions are standard engagement provisions, both in and out of Chapter 11 Cases, and reflect the qualifications and limits on such terms that are customary for PwC LLP and other similar audit services providers as approved in this and other jurisdictions.

36. In connection with this Application, and in light of the Debtors’ pending Chapter 11 Cases, PwC LLP agrees to the following limitations and modifications to the Indemnification Provisions, which are reflected in the Proposed Order:

- a. All requests by Indemnified Persons for payment of indemnity, contribution or otherwise pursuant to the Engagement Letter shall be made by means of fee application and shall be subject to the approval of, and review by, this Court to ensure that such payment conforms to the terms of the Engagement Letter, the Bankruptcy Code, the Local Rules and any orders of the Court and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; provided that in no event shall an Indemnified Person be indemnified or receive contribution to the extent that any claim or expense is determined by final judicial order to have primarily resulted from the gross negligence, self-dealing, willful misconduct or bad faith of such indemnified party;
- b. In no event shall any Indemnified Person be indemnified or receive contribution or other payment of an indemnity claim under the Engagement Letter if the Debtors or a representative of the Debtors’ estates asserts a claim that a court of competent jurisdiction determines by final order primarily arose out of the gross negligence, self-dealing, willful misconduct, or bad faith of such Indemnified Person; and
- c. In the event that an Indemnified Person seeks reimbursement for attorneys’ fees from the Debtors in connection with the payment of an indemnity claim pursuant to the Engagement Letter, the invoices and supporting time records from such attorney shall be attached to PwC LLP’s own fee applications, and such invoices and time records shall be subject to the Fee Guidelines and the approval of this Court under the standards of section 330 and 331 of the Bankruptcy Code without regard to whether such Indemnified Person’s attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys’ services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

37. The Debtors believe that the Indemnification Provisions, as limited and modified by the aforementioned language (and set forth in the Proposed Order), are customary and reasonable for audit services providers, both in court in Chapter 11 Cases and out of court. See *United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.)*, 315 F.3d 217, 234 (3d Cir. 2003) (finding that indemnification agreement between debtor and financial advisor was reasonable under section 328 of the Bankruptcy Code).

III. NOTICE

38. 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.

[Remainder of page intentionally blank]

Upon the foregoing Application, the Debtors respectfully request that the Court (a) enter an order, substantially in the form attached to the Application as **Exhibit A**, granting the Application, and (b) grant such other relief as is just and proper.

Dated: January 6, 2026

Respectfully submitted,

/s/ John D. Hafferty

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

EXHIBIT A TO PwC LLP RETENTION AND EMPLOYMENT APPLICATION

PROPOSED ORDER

**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)

**ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF
PRICEWATERHOUSECOOPERS LLP AS AUDIT SERVICES PROVIDER
TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through six (6), 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
PricewaterhouseCoopers LLP as Audit Services Provider to the Debtors,
Effective as of the Petition Date

Upon the application (the “**Application**”) of the above-captioned debtors (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) authorizing the Debtors to employ and retain PricewaterhouseCoopers LLP (“**PwC LLP**”) as audit services provider to the Debtors, effective as of the Petition Date; and the Court having jurisdiction to decide the Application and to enter this Order pursuant to 28 U.S.C. § 1334; and these chapter 11 cases having been referred to this Court by standing order of the U.S. District Court for the District of New Jersey; and consideration of the Application being a core proceeding pursuant to 28 U.S.C. § 157(b) upon which this Court may enter a final order consistent with Article III of the U.S. Constitution; and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, such that no other or further notice is required or necessary under the circumstances; and the Court having determined that the legal and factual bases set forth in the Application and in the record establish just cause for entry of this Order; and it appearing that entry of this Order on an expedited basis is in the best interests of the Debtors’ estates it is hereby **ORDERED** that:

1. The Application is **GRANTED** as set forth herein.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a) and Local Rule 2014-1 and 2016-1, to employ and retain PwC LLP as audit services provider to the Debtors, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter, as limited and modified by this Order.
3. The terms and conditions of PwC LLP’s employment as provided in the Engagement Letter, including, all annexes and exhibits thereto are reasonable and are hereby approved. Further, the Fee and Expense Structure is approved, and PwC LLP shall be compensated and reimbursed subject to sections 330 and 331 of the Bankruptcy Code in accordance with the terms of the Engagement Letter, subject to Court approval and as modified by this Order.

(Page 4)

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

Case No.: 25-23630 (MBK)

Caption of Order: Order Authorizing the Retention and Employment of PricewaterhouseCoopers LLP as Audit Services Provider to the Debtors, Effective as of the Petition Date

4. PwC LLP shall file fee applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules including D.N.J. LBR 2016-1(e), and any other applicable orders and procedures of this Court.

5. PwC LLP shall include in its fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) as an exhibit to each fee application that PwC LLP files in these chapter 11 cases, a summary, by project-category of services rendered to the Debtors, identifying each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered; and (c) reasonably detailed records of time, in half hour (0.5) increments for fixed fee engagements and tenth of an hour (0.1) increments for hourly engagements, describing the services rendered by each professional and the amount of time spent on each date.

6. Solely as to any fixed fee compensation requests: (a) PwC LLP shall be excused from keeping time records in tenth of an hour (0.1) increments; and (b) any objections related thereto shall be subject only to the standard of review set forth in section 328 of the Bankruptcy Code and shall not be subject to the standard of review in section 330 of the Bankruptcy Code or any other standard of review.

7. If the Debtors request and PwC LLP agrees to provide additional services, PwC LLP and the Debtors may enter into statements of work or amendments with respect to the Engagement Letter or additional agreements. Any additional agreements, statements of work, or amendments will be filed with the Court and served on the applicable notice parties, and, absent any objections filed within fourteen (14) days after the filing and service of such supplemental declaration, PwC LLP's employment and retention, including as to the additional agreements, statements of work, amendments, and/or services, shall continue as authorized pursuant to this Order.

(Page 5)

Debtors: United Site Services, Inc. *et al.*
Case No.: 25-23630 (MBK)
Caption of Order: Order Authorizing the Retention and Employment of
PricewaterhouseCoopers LLP as Audit Services Provider to the Debtors,
Effective as of the Petition Date

8. Prior to any increases in the disclosed hourly rates for any PwC LLP professional providing services in these cases, PwC LLP shall file a supplemental declaration with this Court, providing ten (10) business days' notice to the Debtors, the U.S. Trustee and the Committees. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

9. The Indemnification Provisions set forth in the Engagement Letter are approved, subject during the pendency of these cases to the following conditions:

- a. All requests by Indemnified Persons for payment of indemnity, contribution or otherwise pursuant to the Engagement Letter shall be made by means of fee application and shall be subject to the approval of, and review by, this Court to ensure that such payment conforms to the terms of the Engagement Letter, the Bankruptcy Code, the Local Rules and any orders of the Court and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; provided that in no event shall an Indemnified Person be indemnified or receive contribution to the extent that any claim or expense is determined by final judicial order to have primarily resulted from the gross negligence, self-dealing, willful misconduct or bad faith of such indemnified party;
- b. In no event shall any Indemnified Person be indemnified or receive contribution or other payment of an indemnity claim under the Engagement Letter if the Debtors or a representative of the Debtors' estates asserts a claim that a court of competent jurisdiction determines by final order primarily arose out of the gross negligence, self-dealing, willful misconduct, or bad faith of such Indemnified Person; and
- c. In the event that an Indemnified Person seeks reimbursement for attorneys' fees from the Debtors in connection with the payment of an indemnity claim pursuant to the Engagement Letter, the invoices and supporting time records from such attorney shall be attached to PwC LLP's own fee applications, and such invoices and time records shall be subject to the Fee Guidelines and the approval of this Court under the standards of section 330 and 331 of the Bankruptcy Code without regard to whether such Indemnified Person's attorneys have been retained under section 327 of the Bankruptcy Code and

(Page 6)

Debtors: United Site Services, Inc. *et al.*
Case No.: 25-23630 (MBK)
Caption of Order: Order Authorizing the Retention and Employment of
PricewaterhouseCoopers LLP as Audit Services Provider to the Debtors,
Effective as of the Petition Date

without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

10. To the extent that this Order is inconsistent with the Application, the Engagement Letter, or the Wood Declaration, the provisions of this Order shall govern.

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

12. Notwithstanding any provision to the contrary in the Application, the Engagement Letter, or the Wood Declaration, the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order. For the avoidance of doubt, during the pendency of these Chapter 11 Cases, any provision of the Engagement Letter that provides for mediation or arbitration shall not be applicable unless this Court lacks or declines to exercise jurisdiction.

EXHIBIT B TO PwC LLP RETENTION AND EMPLOYMENT APPLICATION

WOOD DECLARATION

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)

**DECLARATION OF
JOHN D. WOOD IN SUPPORT OF
THE APPLICATION OF THE DEBTORS FOR
ENTRY OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF PRICEWATERHOUSECOOPERS LLP AS
AUDIT SERVICES PROVIDER TO THE DEBTORS, EFFECTIVE
AS OF THE PETITION DATE**

Pursuant to Bankruptcy Rule 2014(a), I, John D. Wood, under penalty of perjury, declare as follows, to the best of my knowledge, information, and belief:

1. I am a Partner of PricewaterhouseCoopers (“**PwC LLP**”) and am authorized to make this declaration (this “**Declaration**”) on behalf of PwC LLP in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of PwC LLP as Audit*

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.

Services Provider to the Debtors, Effective as of the Petition Date, filed contemporaneously herewith (the “**Application**”).²

2. Unless otherwise stated, all facts set forth in this Declaration *are* based upon my personal knowledge or derived from business records that have been reviewed by me and prepared/reviewed by others under my supervision and direction. To the extent any information disclosed herein requires amendment, modification, or supplementation as additional information becomes available, a supplemental declaration will be submitted to this Court.

I. QUALIFICATIONS

3. PwC LLP is a professional audit services firm with offices across the United States whose professionals have experience in providing audit services to businesses in bankruptcy and have been employed in numerous complex cases under the Bankruptcy Code. PwC LLP is well qualified to provide the contracted-for services in a cost-effective, efficient, and timely manner.

II. DISINTERESTEDNESS

A. Background

4. PwC LLP is a United States-based member firm of a global network of separate and independent firms that operate locally in countries throughout the world. Such firms (“**Member Firms**”) are each members of PricewaterhouseCoopers International Limited (“**PwCIL**”), a UK-membership-based private company limited by guarantee, with no shareholders and no capital, and which does not provide services to clients.

² Capitalized terms used in this Declaration but not otherwise defined herein shall have the meanings ascribed to such terms in the Application. The summary of terms or conditions of the Engagement Letter provided in this Declaration is for the Court’s convenience and to the extent that any such summary conflicts with the actual terms or conditions of the Engagement Letter, the actual terms and conditions of the Engagement Letter shall control, as the same may be limited or modified by an order of the Court.

5. Member Firms are organized on an individual country basis and operate within the legal and regulatory framework of each particular jurisdiction or region. Other than certain country or regional groupings, Member Firms are generally not affiliates or subsidiaries of each other or of any global parent. Rather, they are separate and independent firms that practice under a common brand and shared methodologies, client service standards, and certain other professional protocols and guidelines. Member Firm partners and/or principals³ are generally the sole owners of a respective Member Firm, with no overlap with respect to partner/principal ownership of their Member Firm and other Member Firms.

6. In the United States, pursuant to a legal restructuring effectuated on July 1, 2023, professional services are now provided to clients by subsidiaries of Member Firm PwC US Group LLP (**“PwC US Group”**), which entity does not provide services to clients. The PwC US Group subsidiaries that provide services to clients include PwC LLP, PwC US Tax LLP (**“PwC US Tax”**), PwC US Business Advisory LLP (**“PwC US Business Advisory”**), and PwC US Consulting LLP (**“PwC US Consulting,”** and, together with PwC LLP , PwC US Tax, and PwC US Business Advisory, are **“Primary Subsidiaries”** and, together with PwC US Group and each of their respective direct and indirect subsidiaries, **“PwC US Entities,”** and separately, each a **“PwC US Entity”**). The partners and/or principals of Primary Subsidiaries are owners of their respective subsidiaries, and certain of the partners and/or principals are also owners of PwC US Group. PwC US Group does not share profits with any other Member Firms.

³ For this purpose, “principals” could include shareholders of a corporation if a foreign member firm is organized as a corporation in its local jurisdiction.

B. Search Process

7. When a PwC US Entity is the subject of an application to be retained in a chapter 11 case, a process commences to check connections, such as current or former client, vendor, or financial relationship, to the debtors, their identified affiliates and the debtors' other parties in interest (as provided by the debtors) by a search team (the "**US Search Team**").

8. In connection with its proposed retention by the Debtors, PwC LLP undertook searches to determine, and to disclose, whether any PwC US Entity is or has been engaged by or has other relationships with the Debtors or the other individuals or entities that the Debtors identified as being potential parties in interest in these Chapter 11 Cases (the "**Parties in Interest**"), whose specific names were provided to PwC LLP by the Debtors, set forth on **Schedule 1**, attached hereto. A listing of the Parties in Interest with such connections to PwC LLP and/or other PwC US Entities is attached to this Declaration as **Schedule 2**.

9. As described herein, the searches conducted involve checking client and other databases of the PwC US Entities. Given the separateness of the Member Firms, the PwC US Entities are unable to directly check client or other local databases maintained by Member Firms, outside of the PwC US Entities. Notwithstanding this separateness, the following additional steps are undertaken when any PwC US Entity is the subject of a retention application:

- a. With respect to the debtor and debtor affiliates, the US Search Team:
 - i. Initiates cross border check request(s) to the other Member Firm(s) located where the debtors' parent company's primary place of business or registered office is outside of the U.S., based upon information provided by the debtors. The applicable Member Firm(s) are asked to search relevant local databases to identify client or relevant non-client relationships in their jurisdiction. Except as may otherwise be disclosed herein, no other Member Firm(s) was identified through this process as providing services in the Debtors' bankruptcy cases;

- ii. Performs a search of cross border requests previously received from other Member Firms to determine if any involved the debtors or their affiliates;
 - iii. Performs a search using a database system associated with audit and other related independence requirements (the “**Independence Database**”) to identify possible connections with debtor and debtor affiliates to which independence requirements may apply. Each Member Firm is required to input its respective audit clients into the Independence Database, and all Member Firms have access to the Independence Database.⁴ Each restricted entity in the Independence Database has a designated individual(s) responsible for approving and monitoring services for entities included in its corporate tree. The Independence Database includes audit clients of the various Member Firms, as well as certain other clients and non-clients thereof. In addition, once a PwC US Entity is engaged to provide services for debtors during their bankruptcy cases, an indicator is placed in the Independence Database that is available to other Member Firms to indicate bankruptcy-related restrictions may exist; and
 - iv. Once a PwC US Entity is engaged to provide services for debtors during their bankruptcy cases, an indicator is placed in a PwC US Entities system attached to the debtors to indicate bankruptcy-related restrictions may exist. The indicator remains through emergence from bankruptcy (or dismissal). Such bankruptcy-related restrictions are identified to other Member Firms if they request a search of those entities.
- b. With respect to the other parties in interest, the US Search Team also:
- i. Performs a search of cross border requests received from other Member Firms (described above) in connection with potential engagements to perform services for other U.S.-domiciled parties in interest;
 - ii. Reviews the parties in interest to determine if other Member Firms are identified therein; and
 - iii. Performs a search of the Independence Database to determine whether an other party in interest is identified as restricted therein.

⁴ Inputting audit and attest client information into the Independence Database is pursuant to a policy adopted by Member Firms so that such relationships are tracked in connection with such Member Firm’s independence requirements.

10. PwC US Entities have relationships with thousands of clients and other parties, some of which may be creditors of the Debtors or other Parties in Interest. One or more of the PwC US Entities may:

- a. have provided, currently provide, and/or may provide in the future professional services to certain of the Parties in Interest in matters unrelated to these Chapter 11 Cases; and
- b. have provided or may currently provide services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties potentially adverse to the Debtors, in matters unrelated to these Chapter 11 Cases, except as may be otherwise set forth herein.

11. One or more of the PwC US Entities and/or the partners/principals/other professionals of such PwC US Entities may:

- a. have had, currently have, and/or may have in the future ordinary course banking or other relationships with certain of the Parties in Interest; and
- b. have obtained, currently obtain, or will in the future obtain goods or services from one or more of the Parties in Interest in matters unrelated to these Chapter 11 Cases.

12. To the best of my knowledge, based on the above search process, PwC LLP has determined that certain relationships, identified on **Schedule 2**, should be disclosed as follows:

- a. One or more of the PwC US Entities provides services in matters unrelated to the Chapter 11 Cases to certain of the Debtors' creditors and other Parties in Interest or their affiliates listed on **Schedule 2**.
- b. As part of its diverse practice, the PwC US Entities appear in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants who may represent the Debtors, creditors, and/or Parties in Interest in these Chapter 11 Cases.
- c. One or more of the PwC US Entities have in the past performed, and may in the future perform, in matters unrelated to these Chapter 11 Cases, assurance, tax, consulting, and/or financial advisory services for other professionals, including attorneys, accountants, and financial consultants who may represent the Debtors, creditors and Parties in Interest in these Chapter 11 Cases.
- d. One or more of the PwC US Entities may in the past, may currently or may in the future be represented, in matters unrelated to these Chapter 11 Cases, by various attorneys and law firms, some of whom may be involved in these Chapter 11 Cases.

- e. One or more of the PwC US Entities may perform services for Clients that relate to the Debtors merely because such clients may be creditors or counterparties to transactions with the Debtors and whose assets and liabilities may thus be affected by the Debtors' status. The disclosures set forth herein do not include specific identification of such services.
- f. Certain Parties in Interest may be adverse to and/or involved in litigation matters with one or more of the PwC US Entities in connection with matters unrelated to these Chapter 11 Cases.

13. I do not believe that the ordinary course relationships identified herein impair PwC LLP's ability to objectively perform the contracted-for professional services during these Chapter 11 Cases, consistent with the professional standards applicable to such services.

14. Furthermore, through reasonable inquiry, I do not believe that the partners/principals/other professionals that are expected to provide the Professional Services to the Debtors pursuant to the Engagement Letter have any known relation to the United States Bankruptcy Court for the District of New Jersey, the U.S. Trustee for Region 3, or those employed by the Office of the U.S. Trustee for Region 3 (Newark, New Jersey Office).

15. From time to time, a PwC US Entity partners/principals/other professionals may personally directly or indirectly acquire debt or equity securities of a company, which may be one of the Debtors, their creditors, or other Parties in Interest. A policy of the PwC US Entities prohibits partners/principals/other professionals from using material non-public information that may come to their attention in the course of their work and all PwC US Entity partners/principals/other professionals are barred from trading in securities with respect to which they possess material non-public information. To the best of my knowledge, no partner/principal/other professional who is expected to provide the Professional Services to the Debtors in this engagement has any direct investment in debt or equity securities of the Debtors.

16. The above searches resulted in the disclosures set forth herein and on **Schedule 2**, including the disclosure of certain connections with Parties in Interest that do not relate to the

Debtors' Chapter 11 Cases. Accordingly, subject to the statements made in this Declaration, to the best of my knowledge, information, and belief, based on the searches and queries described above, I believe that PwC LLP is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that neither PwC LLP nor any partner/principal/other professional expected to provide the Professional Services to the Debtors pursuant to the Engagement Letter: (a) is a creditor, an equity security holder, or an insider of the Debtors; (b) is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; and (c) has an interest materially adverse to an interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of a direct or indirect relationship to, connection with, or interest in, the Debtors or for any other reason. Accordingly, I believe that PwC LLP is eligible for retention by the Debtors.

17. Despite the efforts described above to identify and disclose connections with Parties in Interest in these cases, because of its size, and numerous employees, PwC LLP is unable to state with certainty that every client representation or other connection has been identified and disclosed. If PwC LLP discovers additional material information that it determines requires disclosure, a supplemental disclosure will be promptly filed with the Court. Except as otherwise set forth herein, to the best of my knowledge, neither PwC LLP nor any of the PwC US Entities currently performs, nor during the period of PwC LLP's retention in these cases, will perform, services for any entity listed on **Schedule 2** in matters related to the Debtors or their Chapter 11 Cases.

III. PREPETITION SERVICES

18. As of the Petition Date, PwC LLP was not owed any money by Debtors on account of prepetition services performed by PwC LLP.

19. In the 90 days prior to the Petition Date, PwC LLP was not paid any money by the Debtors.

20. The Debtors are anticipated to seek Court approval of PwC US Tax to provide tax services in these Chapter 11 Cases.

IV. SCOPE OF SERVICES

21. Subject to further order of the Court, and as set forth more fully in the Engagement Letter outlined herein, in consideration for the compensation contemplated therein, PwC LLP will render the following services, (the “**Professional Services**”), which are performed at the Debtors’ request, as agreed to by PwC LLP and consistent with and pursuant to the terms and conditions of the Engagement Letter:

a. **Audit Letter:**
2025 Audit

- i. PwC LLP will audit the consolidated financial statements of PECF USS Intermediate Holding III Corporation (“**PECF USS**”) which comprise the consolidated balance sheet (debtor-in-possession) at December 31, 2025 and related consolidated statements of operations and comprehensive loss (debtor-in-possession) stockholders’ equity (debtor-in-possession) and cash flow (debtor-in-possession) for the year then ending. Upon completion of the audit, PwC LLP will provide PECF USS with PwC LLP’s written report on the financial statements referred to above. Circumstances may arise in which PwC LLP’s report may differ from its expected form and content based on the results of PwC LLP’s audit. Depending on the nature of these circumstances, it may be necessary for PwC LLP to modify PwC LLP’s opinion or add an emphasis- of- matter paragraph or other matter paragraph to PwC LLP’s audit report. If for any reason relating to the affairs or management of PECF USS we are unable to complete PwC LLP’s audit, PwC LLP may decline to issue a report as a result of the engagement.
- ii. As part of the engagement and as is customary in PwC LLP’s role as auditor, PwC LLP may provide various types of insights-whether oral, written, or visual.

Incremental Audit Procedures

- iii. PwC LLP fiscal 2025 audit services will include discussions, review and testing of certain information related to adopting ASC 852, Reorganizations, as a result of PECF USS’s pending bankruptcy proceedings “incremental audit procedures”. Such incremental audit procedures may include (as applicable): discussing general accounting guidance around accounting while

in bankruptcy and the adoption of fresh start accounting, incremental evaluation of control changes as a result of system implementations/upgrades, procedures related to litigation, investigation matters, capital markets transactions, liquidity assessments, or other technical accounting matters involving consultation, and trigger based impairment assessments. Any such incremental audit procedures will be provided on an hourly rate basis as included within Exhibit 1, subject to the terms and conditions above.

22. Should the Debtors request that PwC LLP perform additional services not contemplated by the Engagement Letter, the Debtors and PwC LLP will mutually agree upon such services and fees in writing in advance of the provision of such services. In the event the additional services require an amendment to or statement of work with respect to the Engagement Letter, or entry into a separate engagement letter, I understand that the Debtors shall file notice of such documents with the Court, together with a supplemental declaration if appropriate, in accordance with the Court's approval procedures and the terms of the Proposed Order. Provided no objection is timely filed to the proposed services and agreements, PwC LLP will continue to provide the requested services subject to any prior order entered by the Court on PwC LLP's retention.

23. Subject to PwC LLP's compliance with applicable professional standards in performing the contracted-for services, PwC LLP shall cooperate with the Debtors to avoid unnecessary duplication of services provided by PwC LLP and any of the Debtors' other retained professionals in these Chapter 11 Cases.

V. PROFESSIONAL COMPENSATION

24. Pursuant to the terms and conditions of the Engagement Letter, and subject to the Court's approval, PwC LLP is providing the Professional Services under an hourly fee

arrangement. The following outlines the proposed compensation structure that is set forth in the Engagement Letter (the “**Fee and Expense Structure**”):⁵

- a. **2025 Audit:** The 2025 Audit Letter is a fixed fee arrangement whereby PwC LLP agreed to be paid \$927,000, exclusive of expenses.
- b. **Incremental Audit Procedures:** The Incremental Audit Procedures are pursuant to an hourly fee arrangement, and the hourly rates are set forth below, exclusive of expenses.

Specialists (CMAAS, Valuation, and National Office)			
Staff Class	Rate per hour CMAAS	Rate per hour Valuation	Rate per hour National Office
Partner	\$1,321	\$1,346	\$1,572
Managing Director	\$1,249	\$1,211	\$1,485
Director	\$1,129	\$1,101	\$1,335
Senior Manager	\$999	\$971	\$1,180
Manager	\$876	\$844	\$1,017
Senior Associate	\$721	\$703	
Associate	\$499	\$592	

Core Audit Team			
Staff Class	Rate per hour Assurance	Rate per hour Tax	Rate per hour DAT
Partner	\$1,094	\$1,232	\$1,157
Managing Director	\$861	\$960	\$932
Director	\$627	\$804	\$845
Senior Manager	\$511	\$749	\$536
Manager	\$461	\$698	\$520
Senior Associate	\$357	\$571	\$381
Associate	\$243	\$444	\$247

⁵ Pre-Petition, PwC LLP was prepaid for certain audit services for which \$5,794 remains to be applied against Court-approved post- petition Professional Services.

25. PwC LLP will invoice the Debtors for actual, reasonable, and necessary expenses during these Chapter 11 Cases, including travel (and internal per-ticket charges), delivery services, applicable sales, use, excise or value-added tax, the fees and expenses of outside counsel, to the extent applicable, and other expenses incurred in providing the Professional Services.

26. PwC LLP's retention by the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of engagement, including the proposed compensation arrangements set forth in the Engagement Letter. PwC LLP believes that the Fee and Expense Structure in the Engagement Letter is consistent with, and typical of, compensation arrangements charged by professional services firms of similar caliber and experience for engagements of similar size and complexity, both in and out of bankruptcy. PwC LLP further believes that the Fee and Expense Structure is market-based and reasonable considering PwC LLP's knowledge and experience.

27. Any hourly rates are subject to periodic increase, and PwC LLP shall inform the Debtors and the U.S. Trustee if a periodic rate increase occurs during the course of the Engagement Letter. To the extent such an increase occurs, and advance notice of same is provided, PwC LLP request that it be deemed effective with respect to services performed thereafter.

28. In addition to the fees set forth above, actual, reasonable and necessary expenses, including travel (and internal per-ticket charges), delivery services, applicable sales, use, excise or value-added tax, the reasonable and documented fees and expenses of outside counsel to the extent applicable, and other expenses incurred in providing PwC LLP's services, will be included in the total amount billed.

29. PwC LLP will apply to the Court for allowances of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code,

the Bankruptcy Rules, the Local Rules, any applicable orders of the Court, and in accordance with the terms and conditions of the Engagement Letter.

30. It is not the practice of PwC LLP's professionals to keep detailed time records in one-tenth-of-an-hour (0.1) increments as customarily kept by attorneys who are compensated subject to approval of the Court. Instead, PwC LLP's customary practice is to keep reasonably detailed records of services rendered during the course of an engagement in half-hour (0.5) increments. PwC LLP will provide the following in its monthly, interim and/or final fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) a project-category based summary of services rendered to the Debtors, identifying each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered; and (c) reasonably detailed records of time, in half-hour (0.5) increments for fixed fee engagements and in tenth of an hour (0.1) increments for hourly fee arrangements, describing the services rendered by each professional and the amount of time spent on each date. Given the nature of the Professional Services, PwC LLP believed that such billing format and associated time details will be sufficient for the Debtors and other parties in interest to make informed judgments regarding the nature and appropriateness of PwC LLP's services and fees.

31. The professionals providing services to the Debtors will consult with and utilize internal professionals responsible for preparing bankruptcy retention and compensation related materials, to facilitate compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The services provided by such professionals shall include but are not limited to: (a) preparation of bankruptcy retention documents and related disclosures; and (b) preparation of fee statements and

interim and/or final fee applications. Given the specialized nature of these services, specific billing rates exist for these professionals.⁶

32. The terms and conditions of the Engagement Letter, including the Fee and Expense Structure, were negotiated at arm's length and reflect the parties' mutual agreement as to the substantial efforts that will be required by these engagements.

33. PwC LLP may be assisted by professionals from other Member Firms, including one or more of the PwC US Entities to provide services under the Engagement Letter as subcontractors to PwC LLP. Notwithstanding anything to the contrary in the Engagement Letter, during PwC LLP's retention in these Chapter 11 Cases, PwC LLP will not use the services of such other Member Firms to perform the contracted-for services unless a search of such Member Firm's connections is performed and applicable disclosures, if any, are made, either as part of **Schedule 2** or such Member Firm's own declaration of disinterestedness.

34. PwC LLP has received no promises regarding compensation in these Chapter 11 Cases other than in accordance with the Bankruptcy Code and as set forth in this Declaration. PwC LLP has no agreement with any non-affiliated or unrelated entity to share any compensation earned in the Chapter 11 Cases.

I declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: January 6, 2026

/s/ John D. Wood

John D. Wood
PricewaterhouseCoopers LLP

⁶ The rate per hour for these professionals by level of experience are as follows: Senior Managing Director: \$800; Director: \$600; Senior Manager: \$525; Manager: \$450; Senior Associate: \$325; Associate: \$275; and Paraprofessional: \$175

SCHEDULE 1 TO WOOD DECLARATION

PARTIES IN INTEREST LIST

Adverse Litigation Firms	Banks
BIBIYAN LAW GROUP	BANK OF AMERICA, N.A.
ELLWANGER LAW LLLP	COMERICA
LAWYERS FOR JUSTICE, PC	JP MORGAN CHASE
THE NOURMAND LAW FIRM, APC	Benefits Providers
VALLI KANE & VAGNINI LLP	CIGNA HEALTH AND LIFE
Bankruptcy Court Staff	DELTA DENTAL
ANGELA PATTISON	EYEMED
ANTHONY SODONO	KAISER FOUNDATION HEALTH PLAN
AMANDA CRAVEN	Debtors' Professionals
ARON KAPLAN	ALVARAZ & MARSAL HOLDINGS, LLC
BEN FANUCCI	COLE SCHOTZ P.C.
BRENDAN ALDRICH	HILCO GROUP
CATHERINE MCAULEY	MAPLES GROUP
CHARLESE RICHARDSON	MILBANK LLP
CHRISTY MCDONALD	PJT PARTNERS
DANA MUCCIE	PRICEWATERHOUSECOOPERS (PWC)
GINA PRICE	Debtors
GRACE LABRUNO	JOHNNY ON THE SPOT, LLC
HEATHER RENYE	NORTHEAST SANITATION, INC.
JENNA MARSHIANO	PECF USS INTERMEDIATE HOLDING II CORPORATION
JUAN FILGUEIRAS	PECF USS INTERMEDIATE HOLDING III CORPORATION
KATHLEEN RYAN	PORTABLE HOLDING CORPORATION
KEVIN HOLDEN	PORTABLE INTERMEDIATE HOLDING CORPORATION
KIYA MARTIN	PORTABLE INTERMEDIATE HOLDING II CORPORATION
KRISTA SHAHEEN	RUSSELL REID WASTE HAULING AND DISPOSAL SERVICES CO., INC.
LINDA BRAKEL	UNITED SITE NATIONAL SERVICES COMPANY
LUCAS BAKER	UNITED SITE SERVICES NORTHEAST, INC.
MARIA FIGUERIA	UNITED SITE SERVICES OF CALIFORNIA, INC.
MICHAEL BROWN	UNITED SITE SERVICES OF COLORADO, INC.
MICHAEL FOGLEMAN	UNITED SITE SERVICES OF FLORIDA, LLC
MICHAEL TEDESCO	UNITED SITE SERVICES OF LOUISIANA, INC.
NATALIE GREENSPAN	UNITED SITE SERVICES OF MARYLAND, INC.
NTORIAN PAPPAS	UNITED SITE SERVICES OF MISSISSIPPI, INC.
OHANNA FERNANDES	UNITED SITE SERVICES OF NEVADA, INC.
RACHEL STILLWELL	UNITED SITE SERVICES OF TEXAS, INC.
REBECCA A. EARL	UNITED SITE SERVICES, INC.
SHEFALI KOTTA	USS ULTIMATE HOLDINGS, INC.
SUZANNE SWEENEY	VORTEX HOLDCO, LLC
TRAVIS GRAGA	VORTEX OPCO, LLC
WENDY QUILES	Directors & Officers
ZELDA HAYWOOD	BARBARA VELASCO
Bankruptcy Judges	BOBBY CREASON
CHIEF JUDGE MICHAEL B. KAPLAN	BRANDON CRAWLEY
HON. ANDREW B. ALTENBURG, JR.	CHRISTINE DELLA ROCCA
HON. CHRISTINE M. GRAVELLE	DAVID EGURE
HON. JERROLD N. POSLUSNY, JR.	DAVID GLATT
HON. JOHN K. SHERWOOD	DAWN WALLOCH
HON. MARK E. HALL	
HON. STACEY L. MEISEL	
HON. VINCENT F. PAPALIA	

Schedule 1

JEFFREY DUNLOP
JOHN HAFFERTY
JOHN HOLLAND
LOUIS SAMSON
MARY ANN SIGLER
MICHAEL FABIANO
MICHAEL WARTELL
SATYABRAT KAR
TY RENBARGER
Equipment Lessors
ENTERPRISE FM TRUST
RYDER TRANSPORTATION SERVICES
TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.
Former Directors & Officers
ASTERIOS SATRAZEMIS
BRIAN KELLN
EVA KALAWSKI
JAMES HYMAN
JASON NORDIN
SCOTT JAMROZ
Former Names / Aliases / DBAs
ABC RESTROOMS
ACME & SONS ELECTRIC
ACME & SONS SANITATION INC.
AFFORDABLE PORTABLE SERVICES
ALL CAL SERVICES
AMASON'S PORTABLE RESTROOMS
AMASON'S PORTABLE TOILETS AND HOLDING TANKS
AMASON'S ROLL-OFFS
AMASON'S SEPTIC TANK SERVICES
AMERICAN CLASSIC SANITATION
AMERICAN PORTABLE SERVICES
APPROVED TOILET RENTALS
ARMADILLO PORTABLE TOILETS
A-THRONE CO.
CAROLINA CONTAINER SERVICES
CASCADE PHILLIPS CO.
CASCADE-PHILLIPS SANI-POT CO.
COMFORT ZONE
DAVE'S SEPTIC SERVICES
DOWN VALLEY SEPTIC
EDMUNDS WASTE REMOVAL
EDMUNDS WASTE TRANSPORT
EMPIRE PLUMBING
EMPIRE PORTABLES
EVENT RESTROOM
FLORIDA FENCE RENTAL
GLOBAL SITE SERVICES
HANDY CAN
HANDY HOUSE

HOWSE BROTHERS SANITATION SERVICES, INC.
JOHNNY ON THE SPOT - GEORGIA, INC.
MILLER & COMPANY PORTABLE TOILET SERVICE
MOUNTAIN PORTABLES
MR. JOHN
MR. JOHN CO.
MR. JOHN PORTABLE SANITATION UNITS, INC.
MR. JOHN, INC.
NATURE'S CALLING INC.
NORCAL PORTABLE SERVICES
NORTHWEST SANITATION
NTR RENTS
PBS SERVICES, INC.
PORTOSAN
POTTY PROS
POTTY QUEEN
RUSSELL REID CO.
SEACOAST PORTABLES
SONCO EVENTS
SONCO RENTALS
TPI
TPI PORTABLE SANITATION
UNITED SITE SERVICES
UNITED SITE SERVICES JOTS, LLC
UNITED SITE SERVICES OF FLORIDA, INC.
UNITED SITE SERVICES OF GEORGIA
USS CLEARWATER RECYCLING
USS D&D ONSITE SERVICES
USS INDUSTRIAL
USS JEFFERSON STATE PUMPING
USS THRONE TO GO
VALCO ENTERPRISES
WIZARD OF OOZE
Insurance
AIG
ALLIANZ
ALLIED WORLD ASSURANCE COMPANY INC. (AWAC)
ASCOT SPECIALTY INSURANCE COMPANY
ASSURANT
AXA XL
AXIS
CHUBB
ENDURANCE ASSURANCE CORPORATION
EVEREST NATIONAL INSURANCE COMPANY
FAIRCO
FEDERAL INSURANCE COMPANY
FIREMANS FUND INS. COMPANY
GOTHAM INSURANCE COMPANY
GREAT AMERICAN INSURANCE COMPANY
HARTFORD FIRE INSURANCE COMPANY
LEXINGTON INSURANCE COMPANY

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH
QBE INSURANCE CORPORATION
SAFETY NATIONAL
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
VOYAGER
WRIGHT NATIONAL FLOOD
Landlords
1001 PROSPERITY AVE SE LLC
1497 WEST CARDINAL OWNER, LLC
1655 DUNCAN OWNERS LLC
200 DEER RUN ROAD, LP
2157RT31 LLC
2MORCO, LLP
331 SELLECK LLC
3945 FISCAL PARTNERS LLC
A & F PROPERTIES LLC
ACCEL PROPERTY MANAGEMENT
AGG ROK MATERIALS CO
AIRPORT BOULEVARD PROPERTIES, LP
ALBERT J. ROTTI, JR
ALBUSA ENTERPRISES LLC
ALTERRA IOS VENTURE III MASTER, LP
AMER ABUGHERIR
APCON REALTY
A-ROD CONSULTING SERVICES, LLC
B & P PARTNERS
B BRADY 6714 LLC
BASE LOGISTICS LLC
BECKMAN AND BECKMAN PROPERTIES
BIG CHIEF LLC
BISMARCK ROAD LLC
BRIAN THOMPSON
BURMASTER LAND AND DEVELOPMENT COMPANY LLC
CALIFORTECH INC
CAMERON COMMERCIAL &
CAMPBELL PROPERTY FUND, LLC
CAROLINA CORPORATE LAND AUTHORITY LLC
CASHWELL REAL ESTATE LLC
CEDAR TREE PROPERTIES, INC
CHRISTOPHER E. CROCKER AND SHARON A. CROCKER TRUST AND MAC F. AND ANN GRAVES TRUST
CITY OF SEATTLE, WASHINGTON
CLS LEASING CO., LLC
CLW REAL ESTATE INVESTMENTS
COAST TO COAST VENTURES, LLC
CORONET ACQUISITIONS, INC.
CRAWFORD & HEATH INVESTMENTS
D III PROPERTIES, LLC

D.H. DAVIS PROPERTIES, LLC, A GEORGIA LIMITED LIABILITY COMPANY
DEALY 45 LLC
DEAN C. JOHNSON AND CHERYL B. JOHNSON, TRUSTEES OF THE JOHNSON LIVING TRUST
DEBORAH PHILLIPS
DIMIFINI-QUEENS LLC
DION DIEGO TAQUERIA LLC
DIXIE SOUTHLAND CORP
EDENS PROPERTIES, LLC
ELEVEN SEE 3525 RC LLC
EMA PROPERTY ENTERPRISES INC
EVOQUA WATER TECHNOLOGIES LLC
FLAGSHIP LEASING, LLC
FLANDERS 118 LLC
FORTIFIED-ISF 408 OLD RITCHIE LLC
FOUNDRY ASSOCIATES LLC
FREE MOUNTAIN LLC
FULL OF SUNSHINE LLC
HASTINGS ENTERPRISES
HENDERSON SANI SERVICES SYSTEM
HOMETOWN NATIONAL BANK
HUFSMITH REAL ESTATE PARTNERS LLC
HUNKELE EQUITIES LLC
HURFFVILLE ROAD LLC
J.H. PAYNE INVESTMENTS II, LLC
JBD PROPERTIES LLC
JEK REALTY, LLC
JH MONTEATH LLC
JM PROPERTIES LTD
JMC RANCH METROMEDIA, LLC
JOSEPH HENSLER- HENSLER FAMILY TRUST
JOSEPH WAYNE WRIGHT JR
JOTS PROPERTIES LLC
JPZ INC
KAREN L RINEHART
KERN VALUATION SERVICES INC
KOPPERS ATLANTA LLC.
LAURA ALICE LLC
LEVEL GREEN LANDSCAPE
LKC CO LLC
LOG AM LLC
LUMBER FAMILY LLC
LUXURIANT REALTY, INC
MAD RANCH LLC
MAGELLAN BUILDING, LLC
MAIN STREET LAND TRUST
MAPLE RIDGE ACQUISITION
MASS PROPERTIES SOUTH FORSYTH, LLC
MAX PROPERTIES
MB2 PROPERTIES LLC
MBMB TAMPA III LLC

Schedule 1

MD KING, LLC
MEA MANUFACTURING PROPERTIES, LLC
MIKE PAVIOWICZ
MILLER & SPENCER LLC
MUNCY AVE REALTY
NAVISTAR REAL ESTATE LLC
NEVADA SPEEDWAY LLC
NEW HAMPSHIRE MOTOR SPEEDWAY
O H SMITH MARITAL TRUST
O STREET OWNERS LLC
ORBIS TERRARUM LLC
OSI 4760 CECILE AVE LLC
OSI 515 N 700 W LLC
P.A. LANDERS INC
PALACIOS MARINE & INDUSTRIAL COATINGS, INC
PAMELA CHENEY
PARK MANAGEMENT LLC
PASCO ROAD LLC
PAUL R STRAUBINGER, LLC & STRAUBINGER, INC PARTNERS
PEBBLE BEACH PROPERTIES LLC
PETER PANARONI
PINE HALL BRICK CO., INC
PRICE REAL ESTATE, LLC
PSS, LLC
R&H INVESTMENTS
RAM OF MINERVA LIMITED
REXFORD INDUSTRIAL - 256 ALONDRA, LLC
RINGSBY TERMINALS, INC.
RKM ENTERPRISE LLC
ROBBIE K FENN
ROBIN INVESTMENT LLC
ROCKY RUN ROAD LLC
ROSEN FP LLC
RUSS PERKINS
SARBJIT S KHEHRA
SCOTT COMPANIES AND RYDAN PARK
SITE STORAGE, LLC
SLUSSER GROUP, LLC
SPEEDWAY BLVD WAREHOUSE LLC
SRJ HOLDINGS, L.L.C.
SRS PROPERTY MANAGEMENT LLC
STORK ENTERPRISES, LLC
SUNSHINE LEASING SERVICES, LLC
T&S LAND HOLDINGS LLC
TENBAR INC
TENTH AVENUE HOMESTEAD, LLC
TERRENO REALTY CORPORATION
THE ALCHALEL REAL ESTATE INVESTMENT TRUST
THE FRANK FISHER 2024 GST TRUST

THE LACASSANE COMPANY INC
THE TAYLOR FAMILY TRUST DATED
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
Largest Unsecured Creditors
AHEAD, INC
ALIX PARTNERS
AM TRANSPORTATION LLC
AMAZON BUSINESS
AUTOMOTIVE RENTALS INC
AW SITE SERVICES LLC
BANK OF AMERICA, N.A.
CRK VENTURE AND CONSULTANTS
DIGITAL INSURANCE LLC
ENTERPRISE FM TRUST
GOOGLE INC
HERC RENTALS INC
LIFE INSURANCE COMPANY OF NORTH AMERICA
LUX FACILITIES
LYTX INC
NEW ERA TECHNOLOGY NE
PENSKE TRUCK LEASING CO LP
PEOPLEREADY INC
STRAN & COMPANY, INC
SUNBELT RENTALS INC
SUSTAIN, LLC
TULLY ENVIRONMENTAL, INC.
UKG INC.
UMB BANK, N.A.
UNIFIRST CORPORATION
WILMINGTON TRUST
WIND RIVER ENVIRONMENTAL, LLC
ZTERS INC.
Lenders/Noteholders
400 CAPITAL MANAGEMENT
AFCO CREDIT CORPORATION
ANCHORAGE ADVISORS
APOLLO
ARTISAN PARTNERS
BARCLAYS
BARINGS ASSET MANAGEMENT
BC PARTNERS
BLACKROCK

Schedule 1

BNP PARIBAS
BOKF, N.A.
CANYON CAPITAL
CANYON PARTNERS
CASPIAN CAPITAL
CASTLEKNIGHT
CLEARLAKE
DEUTSCHE BANK
DIAMETER CAPITAL
ELLIOTT MANAGEMENT
FS INVESTMENTS
GENERATE ADVISORS
GLENDON CAPITAL
GOLDMAN SACHS
GSO / BLACKSTONE
HBK INVESTMENTS
HEIN PARK CAPITAL
HSBC
KING STREET CAPITAL
KKR & CO. INC.
MIDOCEAN PARTNERS
MONARCH CAPITAL
MORGAN STANLEY
MUDRICK CAPITAL MANAGEMENT
NEW YORK LIFE
NOMURA
OAKTREE
POST ADVISORY GROUP
REDDING RIDGE
SABA
SANCUS CAPITAL
SCULPTOR
SEARCHLIGHT CAPITAL
SECURITY BENEFIT
SIXTH STREET
UMB BANK, N.A.
VARDE PARTNERS
WHITEHORSE
WHITESTAR
WILMINGTON SAVINGS FUND SOCIETY, FSB
WILMINGTON TRUST
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
LITTLER MENDELSON P C
MCCARTER & ENGLISH, LLP
O'HAGAN MEYER LLC
SNELL & WILMER, LLP
WOMBLE BOND DICKINSON (US) LLP
Other Professionals
AKIN GUMP STRAUSS HAUSER & FELD LLP
ARENTFOX SCHIFF LLP
BLUEROSE ASSOCIATES
CAHILL GORDON & REINDEL LLP
CENTERVIEW PARTNERS
FTI CONSULTING INC
GREENBERG TRAURIG LLP
KIRKLAND & ELLIS LLP
PASHMAN STEIN WALDER HAYDEN P.C.
PORZIO, BROMBERG & NEWMAN, P.C.
PRYOR CASHMAN
QUINN EMANUEL URQUHART & SULLIVAN, LLP
REED SMITH LLP
ROLNICK KRAMER SADIGHI 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 Customers
AMAZON
BAAM US LLC
BLACK ROCK CITY GROUP
C3 PRESENTS LLC
CITY OF LOS ANGELES MOBILE PITSTOPS

Schedule 1

CLAYCO CONSTRUCTION AZ
F21 DESIGN BUILD TEAM
GILBANE BUILDING CO INC
GOLDENVOICE PRODUCTION
HITT CONTRACTING INC
INSOMNIAC INC
LAYTON CONSTRUCTION CO LLC AZ
LONG ISLAND RAILROAD
MOBILE MODULAR MANAGEMENT CORP
OES EQUIPMENT LLC
OSL GUIDE LLC
PASSAIC VALLEY WATER COMMISSION
TURNER YATES KOKOSING JV
WASTE PRO OF LOUISIANA INC
WILLIAMS SCOTSMAN INC DBA WILLSCOT
MOBILE MINI
OKLAND CONSTRUCTION
Significant Equity Holders
PECF USS HOLDING CORPORATION
PECF USS INTERMEDIATE HOLDING CORPORATION
PLATINUM EQUITY ADVISORS LLC
Surety & Letters of Credit
1970 GROUP
BERKLEY
NATIONWIDE MUTUAL INSURANCE COMPANY
MUFG BANK, LTD.
TEXAS CAPITAL BANK
Taxing Authority/Governmental/Regulatory Agencies
ADA COUNTY TREASURER
ADAMS COUNTY TREASURER
ALABAMA DEPARTMENT OF REVENUE
ANN HARRIS BENNETT
ANNE ARUNDEL COUNTY
ARIZONA DEPARTMENT OF REVENUE
ARKANSAS DEPARTMENT OF FINANCE & ADMINISTRATION
ASCENSION, LA PARISH REVENUE TAXATION DEPARTMENT
AUTOMOTIVE RENTALS INC (D/B/A: HOLMAN)
BEAUREGARD, LA PARISH REVENUE TAXATION DEPARTMENT
BILLY HAMMOCK, REVENUE COMMISSIONER
BOSSIER, LA PARISH REVENUE TAXATION DEPARTMENT
BRANFORD TAX COLLECTOR
BRAZORIA COUNTY TAX OFFICE
BROWARD COUNTY TAX COLLECTOR
BRYAN A. BLAKEMAN - COLUMBIANA COUNTY TREASURY
BUREAU OF REVENUE AND TAXATION
CADDO, LA PARISH REVENUE TAXATION DEPARTMENT

CALCASIEU, LA PARISH REVENUE TAXATION DEPARTMENT
CALHOUN COUNTY APPRAISAL DISTRICT
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
CALIFORNIA FRANCHISE TAX BOARD
CHARLES COUNTY TREASURER
CHARLESTON COUNTY TREASURER
CHICAGO, IL DEPARTMENT OF FINANCE
CHRIS ACKERLEY, COUNTY TREASURER
CITY OF ARVADA, CO DEPARTMENT OF FINANCE
CITY OF AURORA, CO DEPARTMENT OF FINANCE
CITY OF BELLEVUE, WA DEPARTMENT OF FINANCE
CITY OF BELLINGHAM, WA DEPARTMENT OF FINANCE
CITY OF BOULDER, CO DEPARTMENT OF FINANCE
CITY OF BRIGHTON, CO DEPARTMENT OF FINANCE
CITY OF BROOMFIELD, CO SALES TAX ADMINISTRATION DIVISION
CITY OF CASTLE PINES, CO DEPARTMENT OF FINANCE
CITY OF CASTLE ROCK, CO DEPARTMENT OF REVENUE
CITY OF CENTENNIAL, CO DEPARTMENT OF FINANCE
CITY OF CHERRY HILLS, CO SALES TAX DEPARTMENT
CITY OF COLORADO SPRINGS, CO DEPARTMENT OF FINANCE
CITY OF COMMERCE CITY, CO SALES TAX DIVISION
CITY OF DENVER, CO DEPARTMENT OF FINANCE
CITY OF DUPONT, WA DEPARTMENT OF FINANCE
CITY OF ENGLEWOOD, CO DEPARTMENT OF FINANCE
CITY OF EVERETT, WA DEPARTMENT OF FINANCE
CITY OF FORT COLLINS, CO SALES TAX DEPARTMENT
CITY OF GOLDEN, CO DEPARTMENT OF FINANCE
CITY OF GREELEY, CO DEPARTMENT OF FINANCE
CITY OF GREENWOOD VILLAGE, CO DEPARTMENT OF FINANCE
CITY OF HOUSTON, TEXAS
CITY OF JACKSONVILLE-TAX COLLECTOR, FLORIDA
CITY OF KELSO, WA DEPARTMENT OF FINANCE
CITY OF LACEY, WA DEPARTMENT OF FINANCE
CITY OF LAFAYETTE, CO DEPARTMENT OF FINANCE
CITY OF LAKEWOOD, CO DEPARTMENT OF FINANCE

CITY OF LITTLETON, CO REVENUE DIVISION
CITY OF LONGMONT, CO SALES TAX DIVISION
CITY OF LONGVIEW, WA DEPARTMENT OF FINANCE
CITY OF LOUISVILLE, CO SALES TAX DIVISION
CITY OF LOVELAND, CO SALES TAX DIVISION
CITY OF MERCER ISLAND, WA DEPARTMENT OF FINANCE
CITY OF NORTH BEND, WA DEPARTMENT OF FINANCE
CITY OF OLYMPIA, WA DEPARTMENT OF FINANCE
CITY OF PACIFIC, WA DEPARTMENT OF FINANCE
CITY OF PARKER, CO DEPARTMENT OF FINANCE
CITY OF PROVIDENCE
CITY OF PUEBLO, CO DEPARTMENT OF FINANCE
CITY OF SEATTLE, WA DEPARTMENT OF FINANCE
CITY OF SNOQUALMIE, WA DEPARTMENT OF FINANCE
CITY OF SPRINGFIELD
CITY OF STAMFORD, TAX COLLECTOR
CITY OF TACOMA, WA DEPARTMENT OF FINANCE
CITY OF THORNTON, CO DEPARTMENT OF FINANCE
CITY OF TUMWATER, WA DEPARTMENT OF FINANCE
CITY OF WARWICK - TAX
CITY OF WESTMINSTER, CO DEPARTMENT OF FINANCE
CITY OF WHEAT RIDGE, CO DEPARTMENT OF FINANCE
CITY OF WHEELING, WV FINANCE DEPARTMENT
CITY OF WINDSOR, CO SALES TAX DEPARTMENT
CLACKAMAS COUNTY TAX COLLECTOR
CLARK COUNTY ASSESSOR
CLARK COUNTY TREASURER
CLAY COUNTY DEPARTMENT OF REVENUE
CLAY COUNTY ENTERPRISE FUND
CLAYTON COUNTY TAX COMMISSIONER
COLORADO COUNTY CENTRAL APPRAISAL DISTRICT
COLORADO DEPARTMENT OF REVENUE
COMMONWEALTH OF MASSACHUSETTS
COMPTROLLER OF MARYLAND
CONNECTICUT DEPARTMENT OF REVENUE SERVICES
COUNTY OF COLUMBIA
COUNTY OF MONTEREY
COUNTY OF ORANGE
COUNTY OF SANTA CLARA
COUNTY OF VENTURA
COUNTY OF VOLUSIA
COUNTY TAX COLLECTOR (SLOCTC)
COWLITZ COUNTY TREASURER

CT CORPORATION SYSTEM
CULPEPER COUNTY TREASURER
DAN M. MIERZWA, CONTRA COSTA COUNTY TAX COLLECTOR
DAVIDSON COUNTY METROPOLITAN TRUSTEE
DAVIS COUNTY ASSESSOR
DAVIS COUNTY TREASURER
DC TREASURER
DEKALB COUNTY TAX COMMISSIONER
DELAWARE DEPARTMENT OF REVENUE
DELAWARE DIVISION OF REVENUE
DEPARTMENT OF TAX AND COLLECTIONS
DINWIDDIE COUNTY
DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE
EAST BATON ROUGE, LA PARISH REVENUE TAXATION DEPARTMENT
EL PASO COUNTY TREASURER
FAYETTE COUNTY TAX COMMISSIONER
FLORIDA DEPARTMENT OF REVENUE
FORSYTH COUNTY OFFICE OF TAX COMMISSIONER
FRANKLIN TAX COLLECTOR
GASTON COUNTY TAX COLLECTOR
GEORGIA DEPARTMENT OF REVENUE
HAYS COUNTY TAX OFFICE
HENRY C LEVY, TAX COLLECTOR, ALAMEDA COUNTY
HENSLER FAMILY TRUST
IBERVILLE, LA PARISH REVENUE TAXATION DEPARTMENT
IDAHO STATE TAX COMMISSION
ILLINOIS DEPARTMENT OF REVENUE
INDIANA DEPARTMENT OF REVENUE
IOWA DEPARTMENT OF REVENUE
IPERMIT
JASPER COUNTY DELINQUENT TAX COLLECTOR
JEFF YEAGER - CARROLL COUNTY TREASURER
JEFFERSON COUNTY TAX A/C
JEFFERSON DAVIS, LA PARISH REVENUE TAXATION DEPARTMENT
JEFFERSON, LA PARISH REVENUE TAXATION DEPARTMENT
JENNIFER ESCOBAR TAX ASSESSOR - COLLECTOR
JENNIFER PERKINS DINWIDDIE COUNTY TREASURER
JIM OVERTON, TAX COLLECTOR
JOE G TEDDER, TAX COLLECTOR
JOHN R. AMES, CTA
JORDAN KAUFMAN, KERN COUNTY TREASURER
JOSEPHINE COUNTY TAX OFFICE
JUSTIN MCMICHAEL, COWETA COUNTY TAX COMMISSIONER
KANSAS DEPARTMENT OF REVENUE

KENTUCKY DEPARTMENT OF REVENUE
KENTUCKY STATE TREASURER
KIM HASTIE, MOBILE COUNTY REVENUE COMMISSIONER
KING COUNTY TREASURY
KLAMATH COUNTY TAX COLLECTOR
KRISTIN R. BULANEK, BRAZORIA COUNTY TAX ASSESSOR
LAFAYETTE, LA PARISH REVENUE TAXATION DEPARTMENT
LAFOURCHE, LA PARISH REVENUE TAXATION DEPARTMENT
LANE COUNTY TAX COLLECTOR
LAURIE A. ZANESKI - RECEIVER OF TAXES
LEE COUNTY TAX COLLECTOR
LIVE OAK COUNTY APPRAISAL DISTRICT
LIVINGSTON, LA PARISH REVENUE TAXATION DEPARTMENT
LOS ANGELES COUNTY TAX COLLECTOR
LOUISIANA DEPARTMENT OF REVENUE
MADISON COUNTY TAX COLLECTOR
MAINE DEPARTMENT OF ADMINISTRAVE AND FINANCIAL SERVICES
MARICOPA COUNTY TREASURER
MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION
MARYLAND DEPARTMENT OF REVENUE
MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
MASSACHUSETTS DEPARTMENT OF REVENUE
MATTHEW JENNINGS, RIVERSIDE COUNTY TREASURER - TAX COLLECTOR
MECKLENBURG COUNTY TAX COLLECTOR
MIAMI-DADE, OFFICE OF THE TAX COLLECTOR
MICHIGAN DEPARTMENT OF TREASURY
MIDLAND CENTRAL APPRAISAL DISTRICT
MINNESOTA DEPARTMENT OF REVENUE
MISSISSIPPI DEPARTMENT OF REVENUE
MISSOURI DEPARTMENT OF REVENUE
NANCY C. MILLAN, TAX COLLECTOR
NAR OHIO
NEVADA DEPARTMENT OF TAXATION
NEW JERSEY DEPARTMENT OF TAXATION
NEW JERSEY DIVISION OF TAXATION
NEW KENT COUNTY TREASURER
NEW MEXICO TAXATION AND REVENUE DEPARTMENT
NEW YORK CITY DEPARTMENT OF FINANCE
NEW YORK DEPARTMENT OF TAXATION AND FINANCE
NEW YORK STATE CORPORATION TAX
NORTH CAROLINA DEPARTMENT OF REVENUE
NUECES COUNTY
OHIO DEPARTMENT OF TAXATION

OKLAHOMA STATE TAX COMMISSIONER
OREGON DEPARTMENT OF REVENUE
OREN L. BRADY III, SPARTANBURG COUNTY TREASURER
ORLEANS, LA PARISH REVENUE TAXATION DEPARTMENT
OUACHITA, LA PARISH REVENUE TAXATION DEPARTMENT
PAYETTE COUNTY TAX COLLECTOR
PENNSYLVANIA DEPARTMENT OF REVENUE
PHILADELPHIA, PENNSYLVANIA DEPARTMENT OF REVENUE
PIERCE COUNTY FINANCE
PLAQUEMINES PARISH SHERIFF'S OFFICE
PLAQUEMINES, LA PARISH REVENUE TAXATION DEPARTMENT
PORTLAND, OREGON REVENUE DIVISION
PRINCE GEORGE'S COUNTY, MD
PRINCE WILLIAM COUNTY
PUEBLO COUNTY TREASURER
RHODE ISLAND DIVISION OF TAXATION
ROBERT P. WEBRE, SHERIFF & TAX COLLECTOR
RUTH PIETRUSZEWSKI, TAX COLLECTOR
RYAN WALL, TAX COLLECTOR
SACRAMENTO COUNTY
SACRAMENTO COUNTY TAX COLLECTOR
SALT LAKE COUNTY ASSESSOR
SALT LAKE COUNTY ASSESSOR - PERSONAL PROPERTY DIVISION
SALT LAKE COUNTY TREASURER
SAMUEL WADE MCCORD, BIBB COUNTY TAX COMMISSIONER
SBC TAX COLLECTOR
SCC DTAC
SCOTT RANDOLPH, ORANGE COUNTY TAX COLLECTOR
SDTTC
SECRETARY OF STATE OF CONNECTICUT
SHERIFF AND TAX COLLECTOR
SKAGIT COUNTY TREASURER
SONOMA COUNTY TAX COLLECTOR
SOUTH CAROLINA DEPARTMENT OF REVENUE
SPTEG COUNTY TAX COLLECTOR
ST JOHNS COUNTY SOLID WASTE
ST. BERNARD, LA PARISH REVENUE TAXATION DEPARTMENT
ST. CHARLES, LA PARISH REVENUE TAXATION DEPARTMENT
ST. HELENA, LA PARISH REVENUE TAXATION DEPARTMENT
ST. JAMES, LA PARISH REVENUE TAXATION DEPARTMENT
ST. JOHN, LA PARISH REVENUE TAXATION DEPARTMENT

Schedule 1

ST. TAMMANY, LA PARISH REVENUE TAXATION DEPARTMENT
STANISLAUS COUNTY TAX COLLECTOR
STARK COUNTY TREASURER
STATE OF NEW HAMPSHIRE
STATE OF NEW HAMPSHIRE OFFICE OF STATE TREASURER
STATE OF NEW JERSEY
STATE OF UTAH
STATE OF WASHINGTON
STATE OF WYOMING
STEVE STEWART, BARTOW CO TAX COMMISSIONER
SWEETWATER COUNTY TREASURER
TANGIPAHOA, LA PARISH REVENUE TAXATION DEPARTMENT
TAX APPRAISAL DISTRICT OF BELL COUNTY
TAX COLLECTOR, NORTH HAVEN
TAX COLLECTOR, PALM BEACH
TAX COLLECTOR, TOWN OF FRANKLIN
TENNESSEE DEPARTMENT OF REVENUE
TERREBONNE, LA PARISH REVENUE TAXATION DEPARTMENT
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
TOWN OF BRANFORD
TOWN OF EAST WINDSOR
TOWN OF FOXBOROUGH
TOWN OF MANSFIELD
TOWN OF NORTHBOROUGH
TOWN OF SANDWICH
TOWN OF WESTBOROUGH
TRAVIS COUNTY TAX OFFICE
TREASURER-STATE OF NEW JERSEY
TREASURER-STATE OF NH
UNION COUNTY TAX OFFICE
UTAH STATE TAX COMMISSION
VARIOUS LICENSE FEE PARTIES / AUTHORITIES
VERMONT DEPARTMENT OF TAXES
VIRGINIA DEPARTMENT OF TAXATION
WAKE COUNTY TAX ADMINISTRATION
WASHINGTON COUNTY, OR
WASHINGTON DEPARTMENT OF REVENUE
WASHINGTON, LA PARISH REVENUE TAXATION DEPARTMENT
WASHOE COUNTY TREASURER
WELD COUNTY TREASURER
WENDY BURGESS, TAX ASSESSOR - COLLECTOR
WEST BATON ROUGE, LA PARISH REVENUE TAXATION DEPARTMENT
WEST VIRGINIA DEPARTMENT OF REVENUE
WEST VIRGINIA STATE TAX DEPARTMENT
WILL ROBERTS - TAX COLLECTOR
WISCONSIN DEPARTMENT OF REVENUE

WYOMING DEPARTMENT OF REVENUE
U.S. Trustee Office
ADELA ALFARO
ANDREW VARA
ANGELIZA ORTIZ-NG
DANIEL C. KROPIEWNICKI
DAVID GERARDI
FRAN B. STEELE
FRANCYNE D. ARENDAS
IVY CONES
JAMES STIVES
JEFFREY SPONDER
KIRSTEN K. ARDELEAN
LAUREN BIELSKIE
MICHAEL ARTIS
RACHEL WOLF
SAMANTHA LIEB
TIA GREEN
TINA L. OPPELT
WILLIAM J. ZIEMER
UCC Lien Parties
CITI BANK, N.A.
CUSTOM TRUCK CAPITAL
FIRST-CITIZENS BANK & TRUST COMPANY
Utilities
1ST SECURITY & SOUND INC.
ADVANCED WIRELESS
ALABAMA POWER
ALAMEDA COUNTY WATER DISTRICT
ALARMCO INC.
ALERT III INC.
ALL AMERICAN WASTE
ALL WEST COMMUNICATIONS
AMERICAN ELECTRIC POWER
AQUARION WATER COMPANY OF CT
ASCENSION WATER COMPANY
AT&T
AT&T GLOBAL SERVICES
ATLANTIC CITY ELECTRIC
ATMOS ENERGY
AUTOMATED CONTROL ENGINEERING USA INC.
BALTIMORE COUNTY, MD
BARTOW COUNTY WATER DEPARTMENT
BAY ALARM COMPANY
BEAUFORT-JASPER WATER AND SEWER AUTHORITY
BERKELEY COUNTY WATER AND SANITATION
BGE BALTIMORE GAS AND ELECTRIC
BIROS UTILITIES INC.
BLACK HILLS ENERGY
BOISE CITY UTILITY BILLING, IDAHO
BRIGHTSPEED

Schedule 1

BROWARD COUNTY WATER & WASTEWATER SERVICES
CALIFORNIA AMERICAN WATER
CANTON CITY UTILITIES
CANTON CITY UTILITIES – CANTON WRF
CASCADE NATURAL GAS
CENTURYLINK
CHARLES COUNTY GOVERNMENT
CHARLESTON WATER SYSTEM
CHARLOTTE COUNTY UTILITIES
CHARTER COMMUNICATIONS
CHELMSFORD WATER DISTRICT
CHEROKEE METROPOLITAN DISTRICT
CHESTERFIELD COUNTY TREASURER
CITY OF ALLIANCE, OHIO
CITY OF ANACORTES, WASHINGTON
CITY OF ANAHEIM, CALIFORNIA
CITY OF AURORA, COLORADO
CITY OF AUSTIN, TEXAS
CITY OF BAKERSFIELD, CALIFORNIA
CITY OF BEAUMONT, TEXAS
CITY OF BORDENTOWN - WATER
CITY OF CHARLOTTE, NORTH CAROLINA
CITY OF CLUTE, TEXAS
CITY OF CORPUS CHRISTI, TEXAS
CITY OF DALLAS, TEXAS
CITY OF EL CAJON, CALIFORNIA
CITY OF FOLSOM, CALIFORNIA
CITY OF FRESNO, CALIFORNIA
CITY OF GASTONIA-UTILITIES, NORTH CAROLINA
CITY OF GRAND PRAIRIE WATER, TEXAS
CITY OF GRETN, LA
CITY OF HAVERHILL, MASSACHUSETTS
CITY OF HOMESTEAD, FLORIDA
CITY OF HOPEWELL WATER RENEWAL, VIRGINIA
CITY OF IRVING, TEXAS
CITY OF LAKE CHARLES WATER, LOUISIANA
CITY OF LONGVIEW, WASHINGTON
CITY OF MANSFIELD, TEXAS
CITY OF MELBOURNE UTILITIES
CITY OF MODESTO, CALIFORNIA
CITY OF MONROE, NORTH CAROLINA
CITY OF MOUNT VERNON, WASHINGTON
CITY OF NORTH LAS VEGAS, NEVADA
CITY OF PAYETTE, IDAHO
CITY OF PHOENIX, ARIZONA
CITY OF POINT COMFORT, TX
CITY OF RALEIGH, NORTH CAROLINA
CITY OF RIVIERA BEACH, FLORIDA
CITY OF SACRAMENTO, CALIFORNIA
CITY OF SALEM, OREGON
CITY OF SAN BERNARDINO, CALIFORNIA

CITY OF SAN DIEGO, CALIFORNIA
CITY OF SANTA PAULA, CALIFORNIA
CITY OF TAMPA – ORACLE LOCKBOX, FLORIDA
CITY OF TAMPA UTILITIES, FLORIDA
CITY OF TAYLOR, TX
CITY OF TEMPLE, TEXAS
CITY OF TUALATIN, OREGON
CITY OF TUCSON UTILITY LOCKBOX
CITY PUBLIC SERVICE BOARD
CLARK COUNTY WATER DISTRICT
CLARK COUNTY WATER RECLAMATION DISTRICT
COACHELLA VALLEY
COASTAL WASTE & RECYCLING INC.
COLORADO SPRINGS UTILITIES
COLUMBIA GAS
COLUMBIANA COUNTY, OHIO
COMCAST
COMED
COMPUTEREASE
CONEDISON
CONSTELLATION NEWENERGY INC.
COOPERATIVE COMMUNICATIONS INC.
COUCH OIL COMPANY
COUNTY OF HENRICO, VIRGINIA
COWLITZ PUD
COX BUSINESS
COX COMMUNICATIONS
CRESTVIEW WATER + SANITATION
CULPEPER COUNTY
DEKALB COUNTY, GEORGIA
DELTA TELECOM INC.
DEPTFORD TOWNSHIP MUA
DINWIDDIE COUNTY WATER AUTHORITY
DIRECT ENERGY
DIRECTTV LLC
DOMINION ENERGY
DUKE ENERGY
DUQUESNE LIGHT COMPANY
EAST CENTRAL SPECIAL UTILITY DISTRICT
EASTERN MUNICIPAL UTILITY DISTRICT EMWD
EBMUD PAYMENT CENTER
EDCO WASTE & RECYCLING SVC
ELIZABETHTOWN GAS COMPANY
ENTERGY
EUGENE WATER & ELECTRIC
EVERSOURCE
FAIRFAX WATER
FAUQUIER COUNTY WATER AND SANITATION AUTHORITY
FERNCREST UTILITY ENTERPRISE
FLORENCE UTILITIES

Schedule 1

FLORIDA LIFT GAS INC.
FLORIDA POWER AND LIGHT - FPL
FLORIDA PUBLIC UTILITIES
FORSYTH COUNTY
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 50
FRANKLIN COUNTY SOLID WASTE DEPARTMENT
FRONTIER COMMUNICATIONS
GAGLIARDUCCI CONSTRUCTION INC.
GAS SOUTH, LLC
GEORGIA NATURAL GAS SERVICE
GEORGIA POWER
GERLACH GENERAL IMPROVEMENT
GEXA ENERGY
GOLDEN STATE WATER COMPANY
GRAND BAY WATER WORKS BOARD
GRIFFIS GAS
HALIFAX COUNTY PUBLIC UTILITIES
HANOVER COUNTY, VIRGINIA
HARRISON COUNTY UTILITY AUTHORITY
HENRY COUNTY WATER AUTHORITY
HRSD/HRUBS
HUNTER COMMUNICATIONS
HUNTSVILLE UTILITIES
IDAHO POWER COMPANY
IMPERIAL IRRIGATION DISTRICT
INDUSTRIAL SAFETY TRAINING COUNCIL
INTEGRA WATER LLC
INTERMOUNTAIN GAS COMPANY
INTERSTATE WASTE SERVICES
JACABB UTILITIES
JACKSON COUNTY UTILITY AUTHORITY
JACKSON ELECTRIC COOPERATIVE INC.
JEA
JERSEY CENTRAL POWER & LIGHT
JOHNSON CONTROLS SECURITY SOLUTIONS
JURUPA COMMUNITY SERVICES
KENTRONIX
KENTWOOD SPRINGS
KING COUNTY WATER AND LAND RESOURCES DIVISION
LAS VEGAS VALLEY WATER DISTRICT
LEE COUNTY UTILITIES
LOS ANGELES COUNTY SANITATION DISTRICTS
LOUDOUN WATER
M RAYMOND AND SONS INC.
MACON WATER AUTHORITY
MADISON SUBURBAN UTILITY DISTRICT
MAGNA WATER DISTRICT
MARIN MUNICIPAL WATER DISTRICT
MCINTOSH COUNTY LANDFILL/GREEN ACRES T/S
MCTV

METRO WASTEWATER RECLAMATION
METROPOLITAN TELECOMMUNICATION
METROPOLITAN WATER DISTRICT
MIAMI-DADE WATER AND SEWER DEPARTMENT
MID OHIO WATER AND SEWER DISTRICT
MIDDLESEX GASES
MIDDLESEX WATER COMPANY
MODESTO IRRIGATION DISTRICT
MOMENTUM TELECOM INC.
MONTEREY ONE WATER
NASHVILLE ELECTRIC SERVICE
NATIONAL GRID
NEW HAMPSHIRE ELECTRIC COOPERATIVE
NEW JERSEY AMERICAN WATER
NEWMAN UTILITIES
NICOR GAS
NITEL, INC.
NJ NATURAL GAS CO.
NORTH WELD COUNTY WATER DISTRICT
NOVEC
NV ENERGY
NW NATURAL
OBUMA
OCEAN COUNTY UTILITIES
OHIO EDISON
OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY
OLD OCEAN VFD
ON IT CONSTRUCTION, LLC
OPTIMUM
ORANGE COUNTY UTILITIES
ORLANDO UTILITIES COMMISSION
PACIFIC POWER
PASCO COUNTY UTILITIES SERVICES BRANCH
CUSTOMER INFO & SERV. DEPT.
PECO
PENNSYLVANIA AMERICAN WATER
PEPCO – COLLEGE PARK
PG&E
PIEDMONT NATURAL GAS
PINELLAS COUNTY UTILITIES
PLAQUEMINES DEPARTMENT OF WATER
PNM
PORTLAND GENERAL ELECTRIC - PGE
PPL ELECTRIC UTILITIES
PSE&G CO.
PSEGLI
PUEBLO WATER
PUGET SOUND ENERGY INC.
PWCSA
RELIANT ENERGY RETAIL SVCS, LLC
RIVERHEAD WATER DISTRICT
ROCK SPRINGS MUNICIPAL UTILITY

Schedule 1

ROCKY MOUNTAIN POWER
SACRAMENTO COUNTY UTILITIES
SALEM ELECTRIC
SAN ANTONIO WATER SYSTEMS – UTILITY
SAN BERNARD ELECTRIC COOPERATIVE
SAN DIEGO GAS + ELECTRIC
SAN FRANCISCO WATER
SAN GABRIEL VALLEY WATER COMPANY
SAN JOSE WATER COMPANY
SARASOTA COUNTY, FLORIDA
SAWNEE ELECTRIC MEMBERSHIP
SC SEPTIC LLC
SHOREWOOD MUNICIPAL UTILITIES
SJWD WATER DISTRICT
SKAGIT PUD
SMECO - SOUTHERN MARYLAND ELECTRIC COOPERATIVE
SMUD
SOCALGAS
SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT
SOUTH CENTRAL WASTEWATER AUTHORITY
SOUTH JERSEY GAS
SOUTH SHORE WATER
SOUTHERN CALIFORNIA EDISON CO
SOUTHWEST GAS CORPORATION
SPIRE
SRP
SUBURBAN WATER SYSTEMS
SUFFOLK COUNTY WATER AUTHORITY
SUMTER UTILITIES
SUNRISE WATER AUTHORITY
SW FL WATER MANAGEMENT DISTRICT
SWEETWATER COUNTY SOLID WASTE DISPOSAL DISTRICT #1
TECO TAMPA ELECTRIC
TEXAS GAS SERVICE
THE ALARM COMPANY
THE CITY OF ADAIRSVILLE
THE CITY OF DAYTONA BEACH, FLORIDA
THIRD GENERATION OF PA
T-MOBILE
TOWN OF APPLE VALLEY, CALIFORNIA
TOWN OF FOXBORO, MASSACHUSETTS
TOWN OF GILBERT, ARIZONA
TOWN OF NORTHBOROUGH, MASSACHUSETTS
TOWN OF RIVERHEAD, NEW YORK SEWER DISTRICT
TRUCKEE MEADOWS WATER AUTHORITY
TRUE NATURAL GAS
TUCSON ELECTRIC POWER
UNION COUNTY PUBLIC WORKS
UNION POWER COOPERATIVE

UNION WIRELESS
UTE WATER CONSERVANCY DISTRICT
VEOLIA WATER IDAHO
VERIZON
VICTORY PROPANE LLC
VILLAGE OF MINERVA WATER & SEWER DEPARTMENT
VILLAGE OF SHOREWOOD
WEST COUNTY WASTEWATER DIST
WEST VIEW WATER AUTHORITY
WESTERN SIGN SYSTEMS
WINDSTREAM
WOW BUSINESS
WSSC
XCEL ENERGY
YORBA LINDA WATER DISTRICT
Vendors
AHEAD, INC
AIRGAS USA LLC
AKAT BROKERAGE INC
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
CFG, LLC
CG NATIONAL PARTNERS LLC
CHRISTOPHER A VAUGHAN
CIELO INC
CISCO SYSTEMS CAPITAL CORP
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
DAVIS GATE & WIRE MANUFACTURING, INC.
DELAWARE COUNTY REGIONAL WATER / DELCORA
DELL MARKETING LP
DELTA DENTAL OF MASSACHUSETTS
DEV-BYRNE & COMPANY

Schedule 1

DOMETIC
DRAGON PRODUCTS LLC
EAST BAY MUNI UTILITY DISTRICT
EXPRESS SERVICES, INC
FENCESCREEN LLC
FENCING SUPPLY GROUP ACQUISITION PARENT, LLC
FOUNDERS SERIES OF LOCKTON COMPANIES LLC
FREEWAY INTERNATIONAL LOGISTICS, LLC
GALLAGHER BASSETT SERVICES, INC
GFL ENVIRONMENTAL
GOOGLE LLC
GOSNAY'S MOBILE CONTAINER REPAIR LLC
HALE LLC
HAWKKE, LLC
HERC RENTALS INC
HOBIEDAWG SERVICES
HUB INTERNATIONAL
ICON INFORMATION CONSULTANTS, LP
IMPERIAL INDUSTRIES INC
ITI TRAILERS AND TRUCK BODIES INC.
JAG MOBILE SOLUTIONS, INC
JUDGE TECHNICAL SERVICES, INC.
LIFE INSURANCE COMPANY OF NORTH AMERICA
LUX FACILITIES
LYTX INC
MBA & COMPANY CONSULTANCY LTD
MCDONALD FARMS ENTERPRISES INC
MICROSOFT LICENSING, GP
MICROSOFT ONLINE INC
MOODY INVESTORS SERVICE
MOTUS, LLC
NET AT WORK, LLC
NEW ERA TECHNOLOGY NE
NJ FENCE LLC
NSC FINANCIAL INC
ORACLE AMERICA INC
OXFORD PLASTIC SYSTEMS, LLC
PASSAIC VALLEY SEWER COMM
PENSKE TRUCK LEASING CO LP
PEOPLEREADY INC
PROCESSWERX LLC
RDX BROKERAGE
RED WING BRANDS OF AMERICA INC
REPUBLIC SERVICES
ROBERT HALF MANAGEMENT RESOURCES
S&P GLOBAL RATINGS
SALESFORCE.COM INC
SANITIZE915
SATELLITE INDUSTRIES INC
SIDETRADE
SMARTWAY TRANSPORTATION, LLC

SOLID WASTE DISPOSAL AUTHORITY
STEPHENS PIPE & STEEL LLC
STRAN & COMPANY, INC
SUN COAST RESOURCES INC
SUNBELT RENTALS INC
SUSTAIN, LLC
SYNACKTEK LLC
T3NT LABOR KR3W CORP
TARGETCAST, LLC
THIRD ROCK SANITATION SOLUTIONS, LLC
TWO95 INTERNATIONAL, INC
TY L LECKNER - SHOWROOM TRANSPORT
UCW LOGISTICS LLC
UKG INC
UPWORK INC.
UNIFIRST CORPORATION
VACUUM SALES, INC.
VALTIR RENTALS, LLC
WALTER E NELSON
WASTE CONNECTIONS OF THE CAROLINA
WASTE MANAGEMENT INC
WASTE PRO
WHITE DOVE JANITORIAL SERVICE
WILLSCOT
WIND RIVER ENVIRONMENTAL, LLC
WORLDCOM EXCHANGE INC
ZINGWORKS LLC
ZOOMINFO TECHNOLOGIES LLC
ZTERS INC

SCHEDULE 2 TO WOOD DECLARATION

**PARTIES IN INTEREST WITH SUCH CONNECTIONS TO PWC LLP AND/OR
OTHER PWC US ENTITIES**

Adverse Litigation Firms	ACME & SONS SANITATION INC.
VALLI KANE & VAGNINI LLP	AFFORDABLE PORTABLE SERVICES
Banks	ALL CAL SERVICES
BANK OF AMERICA, N.A.	AMASON'S PORTABLE RESTROOMS
COMERICA	AMASON'S PORTABLE TOILETS AND HOLDING TANKS
JP MORGAN CHASE	AMASON'S ROLL-OFFS
Benefits Providers	AMASON'S SEPTIC TANK SERVICES
CIGNA HEALTH AND LIFE	AMERICAN CLASSIC SANITATION
DELTA DENTAL	AMERICAN PORTABLE SERVICES
EYEMED	APPROVED TOILET RENTALS
KAISER FOUNDATION HEALTH PLAN	ARMADILLO PORTABLE TOILETS
Debtors' Professionals	A-THRONE CO.
ALVARAZ & MARSAL HOLDINGS, LLC	CAROLINA CONTAINER SERVICES
COLE SCHOTZ P.C.	CASCADE PHILLIPS CO.
HILCO GROUP	CASCADE-PHILLIPS SANI-POT CO.
MILBANK LLP	COMFORT ZONE
PJT PARTNERS	DAVE'S SEPTIC SERVICES
PRICEWATERHOUSECOOPERS (PWC)	DOWN VALLEY SEPTIC
Debtors	EDMUNDS WASTE REMOVAL
JOHNNY ON THE SPOT, LLC	FLORIDA FENCE RENTAL
NORTHEAST SANITATION, INC.	GLOBAL SITE SERVICES
PECF USS INTERMEDIATE HOLDING II CORPORATION	HANDY CAN
PECF USS INTERMEDIATE HOLDING III CORPORATION	HANDY HOUSE
PORTABLE HOLDING CORPORATION	HOWSE BROTHERS SANITATION SERVICES, INC.
PORTABLE INTERMEDIATE HOLDING CORPORATION	JOHNNY ON THE SPOT - GEORGIA, INC.
PORTABLE INTERMEDIATE HOLDING II CORPORATION	MILLER & COMPANY PORTABLE TOILET SERVICE
RUSSELL REID WASTE HAULING AND DISPOSAL SERVICES CO., INC.	MOUNTAIN PORTABLES
UNITED SITE NATIONAL SERVICES COMPANY	MR. JOHN
UNITED SITE SERVICES NORTHEAST, INC.	MR. JOHN CO.
UNITED SITE SERVICES OF CALIFORNIA, INC.	MR. JOHN PORTABLE SANITATION UNITS, INC.
UNITED SITE SERVICES OF COLORADO, INC.	MR. JOHN, INC.
UNITED SITE SERVICES OF FLORIDA, LLC	NATURE'S CALLING INC.
UNITED SITE SERVICES OF LOUISIANA, INC.	NORCAL PORTABLE SERVICES
UNITED SITE SERVICES OF MARYLAND, INC.	NORTHWEST SANITATION
UNITED SITE SERVICES OF MISSISSIPPI, INC.	NTR RENTS
UNITED SITE SERVICES OF NEVADA, INC.	PBS SERVICES, INC.
UNITED SITE SERVICES OF TEXAS, INC.	PORTOSAN
UNITED SITE SERVICES, INC.	POTTY PROS
USS ULTIMATE HOLDINGS, INC.	POTTY QUEEN
VORTEX HOLDCO, LLC	RUSSELL REID CO.
VORTEX OPCO, LLC	SEACOAST PORTABLES
Equipment Lessors	SONCO EVENTS
RYDER TRANSPORTATION SERVICES	SONCO RENTALS
TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.	TPI
Former Names / Aliases / DBAs	TPI PORTABLE SANITATION
ABC RESTROOMS	UNITED SITE SERVICES
ACME & SONS ELECTRIC	UNITED SITE SERVICES JOTS, LLC
	UNITED SITE SERVICES OF FLORIDA, INC.
	UNITED SITE SERVICES OF GEORGIA
	USS CLEARWATER RECYCLING
	USS D&D ONSITE SERVICES

USS INDUSTRIAL
USS JEFFERSON STATE PUMPING
USS THRONE TO GO
VALCO ENTERPRISES
WIZARD OF OOZE
Insurance
AIG
ALLIANZ
ALLIED WORLD ASSURANCE COMPANY INC. (AWAC)
ASCOT SPECIALTY INSURANCE COMPANY
ASSURANT
AXA XL
AXIS
CHUBB
ENDURANCE ASSURANCE CORPORATION
EVEREST NATIONAL INSURANCE COMPANY
FAIRCO
FEDERAL INSURANCE COMPANY
FIREMANS FUND INS. COMPANY
GOTHAM INSURANCE COMPANY
GREAT AMERICAN INSURANCE COMPANY
HARTFORD FIRE INSURANCE COMPANY
LEXINGTON INSURANCE COMPANY
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH
QBE INSURANCE CORPORATION
SAFETY NATIONAL
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
Landlords
EVOQUA WATER TECHNOLOGIES LLC
KOPPERS ATLANTA LLC.
NEVADA SPEEDWAY LLC
Largest Unsecured Creditors
ALIX PARTNERS
AMAZON BUSINESS
AUTOMOTIVE RENTALS INC
BANK OF AMERICA, N.A.
GOOGLE INC
HERC RENTALS INC
LIFE INSURANCE COMPANY OF NORTH AMERICA
LYTX INC
NEW ERA TECHNOLOGY NE
PENSKE TRUCK LEASING CO LP
PEOPLEREADY INC
SUNBELT RENTALS INC
UNIFIRST CORPORATION
UKG INC.
UMB BANK, N.A.
WILMINGTON TRUST

Lenders/Noteholders
AFCO CREDIT CORPORATION
ANCHORAGE ADVISORS
APOLLO
ARTISAN PARTNERS
BARCLAYS
BARINGS ASSET MANAGEMENT
BC PARTNERS
BLACKROCK
BNP PARIBAS
BOKF, N.A.
CANYON CAPITAL
CANYON PARTNERS
CASPIAN CAPITAL
CLEARLAKE
DEUTSCHE BANK
DIAMETER CAPITAL
ELLIOTT MANAGEMENT
FS INVESTMENTS
GLENDON CAPITAL
GOLDMAN SACHS
GSO / BLACKSTONE
HBK INVESTMENTS
HSBC
KING STREET CAPITAL
KKR & CO. INC.
MIDOCEAN PARTNERS
MORGAN STANLEY
NEW YORK LIFE
NOMURA
OAKTREE
POST ADVISORY GROUP
REDDING RIDGE
SCULPTOR
SEARCHLIGHT CAPITAL
SIXTH STREET
UMB BANK, N.A.
VARDE PARTNERS
WHITEHORSE
WHITESTAR
WILMINGTON SAVINGS FUND SOCIETY, FSB
WILMINGTON TRUST
Litigation
KDC AGRIBUSINESS, LLC
ZACHRY HOLDINGS, INC.
Ordinary Course Professionals
AKERMAN LLP
HINSHAW & CULBERTSON LLP
LITTLER MENDELSON P C
MCCARTER & ENGLISH, LLP
SNELL & WILMER, LLP
WOMBLE BOND DICKINSON (US) LLP

Other Professionals		DC TREASURER
AKIN GUMP STRAUSS HAUSER & FELD LLP		DELAWARE DEPARTMENT OF REVENUE
ARENTFOX SCHIFF LLP		DELAWARE DIVISION OF REVENUE
CAHILL GORDON & REINDEL LLP		DEPARTMENT OF TAX AND COLLECTIONS
CENTERVIEW PARTNERS		FLORIDA DEPARTMENT OF REVENUE
FTI CONSULTING INC		GEORGIA DEPARTMENT OF REVENUE
GREENBERG TRAURIG LLP		IDAHO STATE TAX COMMISSION
KIRKLAND & ELLIS LLP		ILLINOIS DEPARTMENT OF REVENUE
PASHMAN STEIN WALDER HAYDEN P.C.		INDIANA DEPARTMENT OF REVENUE
PRYOR CASHMAN		KANSAS DEPARTMENT OF REVENUE
QUINN EMANUEL URQUHART & SULLIVAN, LLP		KENTUCKY DEPARTMENT OF REVENUE
REED SMITH LLP		KENTUCKY STATE TREASURER
Significant Competitors		LOUISIANA DEPARTMENT OF REVENUE
UNITED RENTALS		MARICOPA COUNTY TREASURER
Significant Customers		MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION
AMAZON		MARYLAND DEPARTMENT OF REVENUE
C3 PRESENTS LLC		MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
GILBANE BUILDING CO INC		MASSACHUSETTS DEPARTMENT OF REVENUE
HITT CONTRACTING INC		MICHIGAN DEPARTMENT OF TREASURY
LAYTON CONSTRUCTION CO LLC AZ		MINNESOTA DEPARTMENT OF REVENUE
LONG ISLAND RAILROAD		MISSISSIPPI DEPARTMENT OF REVENUE
OES EQUIPMENT LLC		MISSOURI DEPARTMENT OF REVENUE
WILLIAMS SCOTSMAN INC DBA WILLSCOT		NEVADA DEPARTMENT OF TAXATION
MOBILE MINI		NEW JERSEY DEPARTMENT OF TAXATION
Significant Equity Holders		NEW JERSEY DIVISION OF TAXATION
PECF USS HOLDING CORPORATION		NEW MEXICO TAXATION AND REVENUE DEPARTMENT
PECF USS INTERMEDIATE HOLDING CORPORATION		NEW YORK CITY DEPARTMENT OF FINANCE
PLATINUM EQUITY ADVISORS LLC		NEW YORK DEPARTMENT OF TAXATION AND FINANCE
Surety & Letters of Credit		NEW YORK STATE CORPORATION TAX
NATIONWIDE MUTUAL INSURANCE COMPANY		NORTH CAROLINA DEPARTMENT OF REVENUE
MUFG BANK, LTD.		OHIO DEPARTMENT OF TAXATION
TEXAS CAPITAL BANK		OKLAHOMA STATE TAX COMMISSIONER
Taxing Authority/Governmental/Regulatory Agencies		OREGON DEPARTMENT OF REVENUE
ALABAMA DEPARTMENT OF REVENUE		PENNSYLVANIA DEPARTMENT OF REVENUE
ANN HARRIS BENNETT		PHILADELPHIA, PENNSYLVANIA DEPARTMENT OF REVENUE
ARIZONA DEPARTMENT OF REVENUE		SACRAMENTO COUNTY
ARKANSAS DEPARTMENT OF FINANCE & ADMINISTRATION		SALT LAKE COUNTY ASSESSOR
AUTOMOTIVE RENTALS INC (D/B/A: HOLMAN)		SCC DTAC
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION		SDTTC
CALIFORNIA FRANCHISE TAX BOARD		SOUTH CAROLINA DEPARTMENT OF REVENUE
CITY OF HOUSTON, TEXAS		STATE OF NEW HAMPSHIRE
CLARK COUNTY ASSESSOR		STATE OF NEW JERSEY
COLORADO DEPARTMENT OF REVENUE		STATE OF WASHINGTON
COMMONWEALTH OF MASSACHUSETTS		STATE OF WYOMING
COMPTROLLER OF MARYLAND		TENNESSEE DEPARTMENT OF REVENUE
CONNECTICUT DEPARTMENT OF REVENUE SERVICES		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
COUNTY OF ORANGE		TRAVIS COUNTY TAX OFFICE
COUNTY OF SANTA CLARA		UTAH STATE TAX COMMISSION
CT CORPORATION SYSTEM		

VERMONT DEPARTMENT OF TAXES
VIRGINIA DEPARTMENT OF TAXATION
WASHINGTON COUNTY, OR
WASHINGTON DEPARTMENT OF REVENUE
WEST VIRGINIA DEPARTMENT OF REVENUE
WEST VIRGINIA STATE TAX DEPARTMENT
WISCONSIN DEPARTMENT OF REVENUE
WYOMING DEPARTMENT OF REVENUE
UCC Lien Parties
CITI BANK, N.A.
CUSTOM TRUCK CAPITAL
FIRST-CITIZENS BANK & TRUST COMPANY
Utilities
ALABAMA POWER
ALL WEST COMMUNICATIONS
AMERICAN ELECTRIC POWER
AQUARION WATER COMPANY OF CT
AT&T
AT&T GLOBAL SERVICES
ATLANTIC CITY ELECTRIC
ATMOS ENERGY
BGE BALTIMORE GAS AND ELECTRIC
CALIFORNIA AMERICAN WATER
CASCADE NATURAL GAS
CENTURYLINK
CHARTER COMMUNICATIONS
CITY OF AURORA, COLORADO
CITY OF AUSTIN, TEXAS
CITY OF CHARLOTTE, NORTH CAROLINA
CITY OF CORPUS CHRISTI, TEXAS
CITY OF DALLAS, TEXAS
CITY OF RIVIERA BEACH, FLORIDA
CITY OF SACRAMENTO, CALIFORNIA
CITY OF SAN DIEGO, CALIFORNIA
CITY OF TAMPA UTILITIES, FLORIDA
COASTAL WASTE & RECYCLING INC.
COMCAST
COMED
CONEDISON
CONSTELLATION NEWENERGY INC.
COWLITZ PUD
COX BUSINESS
COX COMMUNICATIONS
DEKALB COUNTY, GEORGIA
DIRECT ENERGY
DIRECTTV LLC
DOMINION ENERGY
DUKE ENERGY
DUQUESNE LIGHT COMPANY
ELIZABETHTOWN GAS COMPANY
ENTERGY
EVERSOURCE

FAIRFAX WATER
FLORIDA POWER AND LIGHT - FPL
FLORIDA PUBLIC UTILITIES
FRONTIER COMMUNICATIONS
GEORGIA NATURAL GAS SERVICE
GEORGIA POWER
GEXA ENERGY
GOLDEN STATE WATER COMPANY
HENRY COUNTY WATER AUTHORITY
IDAHO POWER COMPANY
IMPERIAL IRRIGATION DISTRICT
INTERMOUNTAIN GAS COMPANY
INTERSTATE WASTE SERVICES
JEA
JERSEY CENTRAL POWER & LIGHT
JOHNSON CONTROLS SECURITY SOLUTIONS
LAS VEGAS VALLEY WATER DISTRICT
LOS ANGELES COUNTY SANITATION DISTRICTS
METROPOLITAN TELECOMMUNICATION
MIDDLESEX WATER COMPANY
MOMENTUM TELECOM INC.
NASHVILLE ELECTRIC SERVICE
NATIONAL GRID
NEW JERSEY AMERICAN WATER
NICOR GAS
NV ENERGY
OHIO EDISON
OPTIMUM
ORANGE COUNTY UTILITIES
PECO
PENNSYLVANIA AMERICAN WATER
PG&E
PIEDMONT NATURAL GAS
PNM
PORTLAND GENERAL ELECTRIC - PGE
PPL ELECTRIC UTILITIES
PSE&G CO.
PSEGLI
PUGET SOUND ENERGY INC.
RELIANT ENERGY RETAIL SVCS, LLC
SAN ANTONIO WATER SYSTEMS – UTILITY
SAN DIEGO GAS + ELECTRIC
SAN GABRIEL VALLEY WATER COMPANY
SAN JOSE WATER COMPANY
SMUD
SOUTH JERSEY GAS
SOUTHERN CALIFORNIA EDISON CO
SOUTHWEST GAS CORPORATION
SPIRE
SRP
SUBURBAN WATER SYSTEMS
SUMTER UTILITIES

TEXAS GAS SERVICE
T-MOBILE
TOWN OF RIVERHEAD, NEW YORK SEWER DISTRICT
TUCSON ELECTRIC POWER
UNION WIRELESS
VEOLIA WATER IDAHO
VERIZON
WINDSTREAM
WSSC
XCEL ENERGY
Vendors
AIRGAS USA LLC
AMAZON BUSINESS
AMCS GROUP INC
AUTOMOTIVE RENTALS INC
BAIN & COMPANY, INC
CFG, LLC
CIELO INC
CISCO SYSTEMS CAPITAL CORP
CONCUR TECHNOLOGIES, INC.
CROWN CASTLE FIBER LLC
CUSTOM TRUCK ONE SOURCE LP
D&S LTD
DELL MARKETING LP
DOMETIC
DRAGON PRODUCTS LLC
EAST BAY MUNI UTILITY DISTRICT
EXPRESS SERVICES, INC
FOUNDERS SERIES OF LOCKTON COMPANIES LLC
GALLAGHER BASSETT SERVICES, INC
GFL ENVIRONMENTAL
GOOGLE LLC
HERC RENTALS INC
HUB INTERNATIONAL
ICON INFORMATION CONSULTANTS, LP
JUDGE TECHNICAL SERVICES, INC.
LIFE INSURANCE COMPANY OF NORTH AMERICA
LYTX INC
MICROSOFT LICENSING, GP
MICROSOFT ONLINE INC
MOODY INVESTORS SERVICE
MOTUS, LLC
NET AT WORK, LLC
NEW ERA TECHNOLOGY NE
ORACLE AMERICA INC
PASSAIC VALLEY SEWER COMM
PENSKE TRUCK LEASING CO LP
PEOPLEREADY INC
RED WING BRANDS OF AMERICA INC
REPUBLIC SERVICES
S&P GLOBAL RATINGS

SALESFORCE.COM INC
SIDETRADE
SUN COAST RESOURCES INC
SUNBELT RENTALS INC
TARGETCAST, LLC
UKG INC
UPWORK INC.
UNIFIRST CORPORATION
VALTIR RENTALS, LLC
WASTE CONNECTIONS OF THE CAROLINA
WASTE MANAGEMENT INC
WILLSCOT
ZOOMINFO TECHNOLOGIES LLC

EXHIBIT C TO PwC LLP RETENTION AND EMPLOYMENT APPLICATION
ENGAGEMENT LETTER



December 17, 2025

Mr. John J. Hafferty
Chief Financial Officer
PECF USS Intermediate Holding III Corporation
1209 Orange Street
Wilmington, Delaware 19801

Dear Mr. Hafferty:

The purpose of this letter is to confirm our understanding of the terms of PricewaterhouseCoopers LLP's ("PwC," "our," "us," or "we") engagement as independent accountants of PECF USS Intermediate Holding III Corporation (the "Company," "you," or "your").

Services and related report

We will audit the consolidated financial statements of the Company which comprise the consolidated balance sheet (debtor-in-possession) at December 31, 2025 and related consolidated statements of operations and comprehensive loss (debtor-in-possession), stockholders' equity (debtor-in-possession) and cash flows (debtor-in-possession) for the year then ending. Upon completion of our audit, we will provide the Company with our written audit report on the financial statements referred to above. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph or other matter paragraph to our audit report. If for any reason relating to the affairs or management of the Company we are unable to complete our audit, we may decline to issue a report as a result of this engagement.

As part of this engagement and as is customary in our role as auditor, we may provide various types of insights-whether oral, written, or visual.

Our responsibilities and limitations

The objectives of a financial statement audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an audit report that includes our opinion. We will conduct our audit in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). As part of a financial statement audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. The procedures selected depend on judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

www.pwc.com/us

PricewaterhouseCoopers LLP
101 Seaport Boulevard, Suite 500
Boston, Massachusetts 02210
(617) 530 5000

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. However, any significant deficiencies and material weaknesses, relating to internal control over financial reporting identified during our audit will be communicated, in writing, to the Company.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Based on the audit evidence obtained, conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We will design our audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error. Reasonable assurance is a high level of assurance but is not absolute assurance and is therefore not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Absolute assurance is not attainable because there are inherent limitations of an audit that result in most of the audit evidence, on which we draw conclusions and base our opinion, being persuasive rather than conclusive and due to the characteristics of fraud. Our audit will not include a detailed audit of transactions, such as would be necessary to identify errors or fraud that did not cause a material misstatement of the financial statements or other illegal acts having an indirect or immaterial financial statement impact. It is important to recognize that there are inherent limitations in the auditing process. An audit is based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with US GAAS. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with US GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to the Company, as appropriate, any such matters identified during our audit.

The financial statement audit will not be planned or conducted in contemplation of reliance by any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

Management's responsibilities

Our audit will be conducted on the basis that management acknowledges and understands that they have responsibility for the preparation and fair presentation of the financial statements referred to above in accordance with accounting principles generally accepted in the United States of America. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered

in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued. Management's evaluation of whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time will be considered in our assessment of management's use of the going concern basis of accounting and whether substantial doubt exists. Management also acknowledges and understands their responsibility for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Management is responsible for informing us of certain matters, including (i) about all known or suspected fraud affecting the entity involving (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others. Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole; and (ii) notifying us of all deficiencies in the design or operation of the Company's internal control over financial reporting, and which of these are believed to be significant deficiencies or material weaknesses. Management also is responsible for identifying and ensuring that the Company complies with the laws and regulations applicable to its activities.

Management also acknowledges and understands their responsibility for providing us, on a timely basis, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters; additional information that we may request from management for the purpose of the audit; and unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As required by US GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit. The results of our audit tests, the responses to our inquiries and the written representations comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Management acknowledges that internal auditors providing direct assistance to support our audit will be allowed to follow our instructions and management will not intervene in the work the internal auditors perform for us in a direct assistance capacity.

Management acknowledges and understands its responsibility to provide written acknowledgment of which document or documents comprise the Company's annual report and the Company's planned manner and timing of issuance of such documents. Management also acknowledges and understands its responsibility for the preparation of any other information, whether financial or nonfinancial (accompanying the financial statements and the audit report thereon) included in the Company's annual report ("other information") in a manner that is materially consistent with information appearing in the financial statements, does not contain any material misstatement of fact, and is not otherwise misleading. Management acknowledges and understands its responsibility to provide us with the final version of the document or documents comprising the annual report in a timely manner, and, if possible, prior to the date of our audit report on the financial statements. When some or all of the other information will not be available until after the date of our report on the financial statements, management acknowledges and understands its responsibility to provide a written representation that the final version of the other information will be provided to us when available,

and prior to the Company's issuance of the other information, such that we can complete any procedures that may be required by US GAAS.

Other documents

US GAAS requires that we read any annual report (or similar document) that contains our audit report. The purpose of this procedure is to consider whether the other information, including the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We assume no obligation to perform procedures to corroborate such other information as part of our audit. As of the date of this letter, you have informed us that you do not intend to issue any other information.

The Company may wish to include our report on these financial statements in a registration statement proposed to be filed under the Securities Act of 1933 or in offering materials for other securities offerings, including without limitation offerings under Rule 144A and other offerings exempt from registration under the Securities Act of 1933. You agree that the aforementioned audit report, or reference to our Firm, will not be included in any such offering without our prior permission or consent. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate engagement. Where our audit report is published or reproduced, in printed form or electronically, the complete set of financial statements, including notes, must also be presented.

Additionally, regulations established by certain non-U.S. countries include a requirement for the auditor to be registered in that country if the Company offers its securities to the public in the non-U.S. country or provides financial information to a non-U.S. regulator or government. The potential consequences of our non-compliance with these regulatory regimes in a timely manner can be severe for both our Firm and the Company. Accordingly, you will notify us of (i) your current or planned offerings of securities on a regulated market in a non-U.S. country or (ii) when you have provided or plan to provide audited financial statements to a non-U.S. regulator or government in connection with your access to its public capital markets, whether or not you include or refer to our report or include reference to our Firm.

Release and indemnification

Because of the importance of oral and written management representations to an effective engagement, the Company releases and indemnifies PwC and its personnel from any and all claims, liabilities, costs, and expenses attributable to any knowing misrepresentation by management.

Further, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of PwC relating to such services, in no event shall PwC be liable to the Company, whether a claim be in tort, contract or otherwise (a) for any amount in excess of the total professional fees paid by the Company under this engagement letter; or (b) for any consequential, indirect, lost profit or similar damages relating to PwC's services provided under this engagement letter.

In addition, the Company agrees to indemnify and hold harmless PwC and its personnel from any and all claims, liabilities, costs and expenses relating to PwC's services under this engagement letter, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of PwC relating to such services.

In the event that our report is subsequently included in a filing with the Securities and Exchange Commission (unless our report is included as a result of Rule 3-05, Rule 3-14, Rule 6-11, Rule 8-04, or Rule 8-06 of Regulation S-X), we and the Company hereby agree that the preceding paragraphs in this release and indemnification section of this letter and any paragraphs covering the same issues in our previous engagement letters for previously issued reports included in the filing will be null and void and will no longer

confer any rights or obligations on the parties. Such engagement letters will be deemed to be amended accordingly at the time of such filing, without further action by either party. Any letters so amended will remain in full force and effect unless otherwise amended by the parties.

Dispute resolution procedures

Any controversy or claim between the parties arising out of or relating to this engagement letter, the services provided hereunder, or any prior audit engagement letters or services (a "Dispute") shall be submitted first to non-binding, confidential mediation, and if not resolved by mediation, then to binding arbitration as described herein. The mediation shall be conducted in accordance with these procedures and, except to the extent inconsistent with these procedures, the Mediation Procedure of International Institute for Conflict Prevention and Resolution ("CPR") then in effect.

A party shall submit a Dispute to mediation by written notice to the other party or parties. The mediator shall be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, the CPR shall designate a mediator in accordance with its Mediation Procedure. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of PwC or any PwC audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The mediation shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. The mediator may not testify for either party in any later proceeding relating to the Dispute. The mediation proceeding shall not be recorded or transcribed. Each party shall bear its own costs (including attorneys' fees) of the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a Dispute within 90 days after the written notice beginning the mediation process is served (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the Dispute shall be settled by binding arbitration. The arbitration shall be conducted in accordance with these procedures and, except to the extent inconsistent with these procedures, the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration shall be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration panel, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute regarding the extent to which a Dispute is subject to arbitration, or relating to the interpretation, applicability, enforceability or formation of the engagement letter.

Any Dispute between the parties, including any claims or defenses asserted, and the interpretation of the engagement letter shall be governed by the law of New York State, without giving effect to its choice-of-law rules. The arbitrators may render early or summary disposition of some or all issues, after the parties have had a reasonable opportunity to make submissions on those issues. Discovery shall be conducted in accordance with the Rules. Upon a showing that the evidence sought is material to the Dispute, hearing sessions attended by one or more panel members may be convened to secure (i) documents from third-party witnesses, if the production cannot reasonably be obtained by other means; and/or (ii) testimony from third-party witnesses who could not be compelled to attend the arbitration hearing at its scheduled location.

Judgment on an arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential, except to the limited extent necessary to obtain entry of the

award by a court. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort.

The arbitration panel shall have no power to award damages that are punitive in nature, that do not measure a party's actual damages, or that are inconsistent with the release and indemnification provisions or any other terms of the engagement letter. The parties further agree that if the arbitration panel determines to award pre- or post-judgment interest, any such interest shall be computed on a simple basis at a rate of three percent. The parties accept and acknowledge that any demand for arbitration must be issued within one year from the date the demanding party becomes aware or should reasonably have become aware of the facts that give rise to the alleged liability and, in any event, no later than two years after the cause of action accrued.

In the event that our report is subsequently included in a filing with the Securities and Exchange Commission (unless our report is included as a result of Rule 3-05, Rule 3-14, Rule 6-11, Rule 8-04, or Rule 8-06 of Regulation S-X), we and the Company hereby agree that the preceding paragraph in this "Dispute resolution procedures" section of this letter and any paragraphs covering the same issues in our previous engagement letters for previously issued reports included in the filing will be null and void and will no longer confer any rights or obligations on the parties. Such engagement letters will be deemed to be amended accordingly at the time of such filing, without further action by either party. Any letters so amended will remain in full force and effect unless otherwise amended by the parties.

Other PricewaterhouseCoopers firms and subcontractors

PwC is a U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may, in its discretion, draw on the resources of and/or subcontract to its subsidiaries and affiliates, the Other PwC Firms and/or third party contractors and subcontractors (each, a "PwC Subcontractor"), in each case within or outside the United States of America in connection with the provision of the services and/or for internal, administrative and/or regulatory compliance purposes. The Company agrees that PwC may provide information PwC receives in connection with this agreement to the PwC Subcontractors for such purposes. PwC will be solely responsible for the provision of the services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors.

You agree that neither you nor any group entity will bring any claim, whether in contract, tort (including negligence) or otherwise against any PwC Subcontractor in respect of this engagement letter or in connection with the services herein. In the event that our report is subsequently included in a filing with the Securities and Exchange Commission (unless our report is included as a result of Rule 3-05, Rule 3-14, Rule 6-11, Rule 8-04, or Rule 8-06 of Regulation S-X), for independence purposes we and the Company hereby agree that the immediately preceding sentence will be null and void and will no longer confer any rights or obligations on the parties. This letter will be deemed to be amended accordingly at the time of such filing, without further action by either party. The amended letter will remain in full force and effect unless otherwise amended by the parties.

Timing and fees

Completion of our work is subject to, among other things, 1) appropriate cooperation from the Company's personnel, including timely preparation of necessary schedules, 2) timely responses to our inquiries, and 3) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Company is unable to provide such schedules, information and assistance, PwC and you will mutually revise the fee to reflect additional services, if any, required of us to complete the engagement. Should the Company be acquired, PwC will reserve the right to renegotiate the fees.

Our fiscal 2025 audit services will include discussions, review and testing of certain information related to adopting ASC 852, Reorganizations, as a result of the Company's pending bankruptcy proceedings "incremental audit procedures". Such incremental audit procedures may include (as applicable): discussing general accounting guidance around accounting while in bankruptcy and the adoption of fresh start accounting, incremental evaluation of control changes as a result of system implementations/upgrades, procedures related to litigation, investigation matters, capital markets transactions, liquidity assessments, or other technical accounting matters involving consultation, and trigger based impairment assessments. Any such incremental audit procedures will be provided on an hourly rate basis as included within Exhibit 1, subject to the terms and conditions above.

Our fees for this engagement, subject to the terms and conditions above, will comprise (1) a fixed fee for the core audit services of \$927,000 and (2) additional fees for any incremental audit procedures described above, which will be billed separately on an hourly basis pursuant to Exhibit 1. We will notify you should circumstances arise that necessitate changes in scope and/or fees.

We also will bill the Company for our reasonable out-of-pocket expenses, any applicable sales, use or value added tax, and our internal per ticket charges for booking travel. Amounts billed for services performed by PwC or PwC Subcontractors shall be considered fees and not expenses.

Invoices rendered are due and payable upon receipt.

Any additional services that may be requested and we agree to provide will be the subject of separate arrangements.

Other matters

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

Compliance with the auditor independence rules is a shared responsibility between a company and its independent auditor. The independence rules encompass not only the Company but also its affiliates, as defined in the AICPA Code of Professional Conduct, and individuals with a beneficial ownership interest (known through reasonable inquiry) that gives the individual significant influence over the Company, as provided in the AICPA Code of Professional Conduct. Therefore, the Company agrees to inform us periodically about the identity of each such affiliate or beneficial owner and will notify us in advance regarding any expected addition or removal of such an affiliate or beneficial owner, which may impact our auditor independence, including, for example, due to the (i) acquisition of a new affiliate, (ii) disposition or change in control of, or additional investment in, an existing affiliate, or (iii) identification of a new beneficial ownership interest that gives the individual significant influence over the Company. The Company acknowledges that we will use this information confidentially to assess and/or reassess independence.

In the event we are requested or authorized by the Company or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the Company, the Company will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such a request.

The Company agrees that it will not, directly or indirectly, agree to assign or transfer this engagement letter or any rights, obligations, claims or proceeds from claims against PwC arising out of or in any way relating to this engagement letter, any services provided hereunder, or any fees for this engagement or such services, to

anyone, except to an entity with which the Company merges or an entity which acquires all or substantially all of the assets of the Company and where, in either case, the assignee entity agrees to be bound by this provision. Any assignment or transfer by the Company in violation of this paragraph shall be void and invalid.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement. Because our services are often recurring, and due to the timing of when an engagement letter may be signed for the 2026 services ("2026 Engagement Letter"), we may perform procedures and gather information for the 2026 services before the 2026 Engagement Letter is executed. To the extent that such work occurs before the 2026 Engagement Letter is executed, the terms of this engagement letter shall continue to apply to that work until such time as either (1) the Company or PwC informs the other party that the engagement is terminated or (2) the 2026 Engagement Letter is executed, whichever is earlier. For the avoidance of doubt, fees for any work performed in support of the 2026 services will be billed according to what is ultimately agreed in the 2026 Engagement Letter.

Notwithstanding any other provision of this engagement letter, PwC and the Other PwC Firms may use the information received under this engagement letter, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. PwC and the Other PwC Firms will not use or disclose the information in a way that would permit the Company to be identified by third parties without the Company's consent.


With respect to tax return information, the Company may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by the Company.

The provisions of the Data Protection Addendum hereto shall apply to the extent that PwC processes Personal Information (as that term is defined in the Data Protection Addendum) in connection with its performance of services hereunder.

* * * * *

We are pleased to have the opportunity to provide services to PECF USS Intermediate Holding III Corporation. If you have any questions about this letter, please discuss them with John Wood at (978) 621-9179. If the services and terms outlined in this letter are acceptable, please sign one copy of this letter in the space provided and return it to me, preferably by electronic signature. You may also return the signed copy attached to an email as a pdf, jpeg or similar file type sent to me at john.d.wood@pwc.com, by hand, by mail or by air courier.

Very truly yours:

DocuSigned by:

 F71C8427481640C...
 PricewaterhouseCoopers LLP


Date:

December 17, 2025 | 13:07 EST

The services and terms as set forth in this letter are agreed to.

On behalf of PECF USS Intermediate Holding III Corporation.

By:

Signed by:

24061A0D4441478

Mr. John J. Hafferty
Chief Financial Officer

Date:

December 17, 2025 | 13:43 EST

Data Protection Addendum

This Data Protection Addendum (this "DPA"), effective as of December 17, 2025, is made a part of the engagement letter ("Engagement Letter") or the Statement of Work ("SOW"), as applicable, to which it is attached or in which it is expressly incorporated by reference, by and between such US member firm of the PricewaterhouseCoopers network that is party to the Engagement Letter or SOW ("PwC") and the counterparty(ies) defined as "Client," "Company," or similar in, and that are receiving Services under and bound by the terms of, such Engagement Letter or SOW ("Client") (the Engagement Letter together with the applicable SOW (if any), the "Agreement"). As used in this DPA, capitalized terms have the meanings set forth herein or in the Agreement, provided that, if the Agreement does not define "Services", "Services" means the professional services to be performed by PwC as set forth in and pursuant to the Agreement; "including" or "include(s)" means "including but not limited to"; and "or" is not exclusive.

1. **Personal Information.** "Personal Information" means information provided by or on behalf of Client to PwC in connection with PwC's performance of the Services that relates to an identified or identifiable household or living individual and is defined as "personal data", "personal information", or similar term(s) by applicable data protection laws, rules, and regulations ("Data Protection Laws").
2. **Description of Processing.** The categories of data subjects and types of Personal Information to be provided to PwC in connection with its performance of the Services are set forth in the attached Schedule A (Description of Processing), provided that, in the event the parties execute a SOW pursuant to the Engagement Letter, such SOW may describe the Personal Information to be provided thereunder. Client shall not provide PwC with Personal Information except as agreed by the parties and set forth in Schedule A or the applicable SOW. Without limiting the foregoing, the parties acknowledge and agree that: (i) PwC is not subject to and does not maintain compliance with the Payment Card Industry Data Security Standard, and Client will not provide PwC with access to any payment card information except to the extent such access is expressly agreed upon in the Agreement and occurs solely at a Client facility using Client computing devices; and (ii) Client will not provide PwC with access to Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996) unless and until a Business Associate Agreement, in a form acceptable to both parties, has been mutually executed.
3. **Processing Obligations.** Both parties will process Personal Information in compliance with the Agreement and Data Protection Laws, and PwC will process Personal Information in accordance with Client's documented instructions as established in or provided in accordance with the Agreement. In addition, PwC will comply with the following jurisdiction-specific terms, as applicable: (i) to the extent PwC processes Personal Information that is subject to certain Data Protection Laws of jurisdictions outside the United States, including European Data Protection Laws, the International Data Processing Terms set forth at <https://www.pwc.com/us/en/about-us/international-data-processing-terms.html> are incorporated herein; and (ii) to the extent PwC processes Personal Information that is subject to certain United States Data Protection Laws, the United States Data Processing Terms set forth at <https://www.pwc.com/us/en/about-us/us-data-processing-terms.html> are incorporated herein.
4. **Access Restriction.** Except as otherwise permitted under the Agreement, PwC shall limit access to Personal Information to persons who require it to perform the Services or to comply with applicable law, regulation, or professional standards. PwC shall require that such persons have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - (a) "Sub-Processor" means a PwC Subcontractor engaged to process Personal Information on Client's behalf in connection with such PwC Subcontractor's performance of Services. Client hereby grants PwC general written authorization to engage the Sub-Processors set forth in Schedule A. PwC shall inform Client of: (i) any addition or replacement of Other PwC Firms by updating the hyperlink set forth in Schedule A; and (ii) any intended changes to the list of Sub-Processors (other than Other

PwC Firms) set forth in Schedule A in writing at least 10 days in advance. If Client objects to such changes, PwC will work with Client in good faith to find a mutually agreeable resolution.

- (b) Without limiting the foregoing, PwC may provide Personal Information to the PwC Subcontractors in accordance with the Agreement, including for internal, administrative, or regulatory compliance purposes. For additional information about how PwC processes personal data, including information about PwC Subcontractors who provide back-office and administrative support to PwC, please visit <https://www.pwc.com/us/en/site/privacy.html>.
 - (c) PwC shall require all PwC Subcontractors, including Sub-Processors, who are provided access to Personal Information to protect it according to terms substantially similar to the terms of this DPA. PwC will be solely responsible for the protection of any Personal Information provided by PwC to the PwC Subcontractors, including Sub-Processors, and for compliance with this DPA.
5. **Information Security; Incident Notification.** PwC will maintain the technical and organizational measures ("TOMs") described at <https://www.pwc.com/us/en/site/assets/pwc-isp-security-statement.pdf>. Client acknowledges that PwC may change such TOMs through the adoption of new or enhanced security technologies, provided that such changes do not diminish the level of security of Personal Information in PwC's environment. PwC will notify Client without undue delay upon learning of the unlawful or unauthorized destruction, loss, alteration, disclosure of, or access to such Personal Information in breach of this DPA (a "Security Incident") and take reasonable steps to mitigate the effects of, and minimize damage resulting from, such Security Incident. On Client's reasonable request and subject to applicable law and PwC's confidentiality obligations, PwC will meet with Client to discuss, as applicable, procedures followed during the investigation of any Security Incident, chain of custody information, forensic analysis of event logs used to determine the root cause, any restoration of data that may be required, and remedial/corrective actions to be taken to prevent the Security Incident from occurring again.
6. **Cooperation.** On Client's reasonable written request, PwC will provide information reasonably required to assist with Client's compliance obligations under Data Protection Laws with respect to Personal Information processed by PwC.
- (a) PwC will, to the extent legally permissible, notify Client if PwC confirms it has received a request from a data subject of Personal Information seeking to exercise their rights under Data Protection Laws, and will, on Client's request, provide reasonable assistance in connection with Client's response to such request.
 - (b) PwC will make available to Client information necessary to demonstrate PwC's compliance with its obligations set forth in this DPA and allow for and contribute to audits conducted by Client or another auditor mandated by Client that is not a PwC competitor. Such provision of information and audits shall be conducted solely as described in this paragraph. On Client's written request, PwC will: (i) accurately complete a written security and privacy questionnaire related to the Services (provided that doing so does not violate applicable law or PwC's confidentiality obligations), meet with Client to discuss and answer questions regarding PwC's information security program, and reasonably treat any noted deficiencies based on risk severity; or (ii) where available and applicable to the Services, provide a copy of current PwC security attestations or certifications, subject to a reasonable nondisclosure agreement if requested by PwC. Such information shall be provided not more than once annually (or more often if required to comply with Data Protection Laws) during the term of the Agreement.
 - (c) As between the parties, Client is responsible for its own compliance with Data Protection Laws, including for providing required notices to, or obtaining required consents or authorizations from, data subjects or regulatory authorities, as applicable, in connection with Personal Information

provided to PwC. PwC's assistance under this DPA will be limited to specific Client requests and carried out under Client's direction, subject to applicable law and professional standards.

7. **Termination.** This DPA shall survive for so long as PwC processes Personal Information pursuant to the Agreement. On Client's written request at termination of the Agreement or during the term of the Agreement, PwC will: (i) promptly and securely destroy and confirm such destruction of Personal Information in its possession; or (ii) at Client's request and cost, return such Personal Information, delete existing copies thereof, and confirm such destruction. Notwithstanding the foregoing, PwC may retain copies of Personal Information consistent with its document retention policies or as required by applicable law, regulation, or professional standards.

Schedule A

Description of Processing

1. Categories of data subjects whose Personal Information is provided to PwC in connection with its performance of Services under the Agreement:
 - Employees of this client
 - Individuals who do business with our clients (e.g. individual customers or contractors of this client)
2. Categories of Personal Information provided to PwC in connection with its performance of Services under the Agreement:
 - Protected Health Information (PHI) or other health/medical related information
 - Personal financial information (financial accounts of parties, such as bank accounts, investment accounts, payroll records, credit check/score etc.)
 - Alternate Identifier (non-sensitive identifiers used to identify parties e.g. employee ID number, customer number, GUID etc.)
 - Basic personal information commonly referred to as "business card data" such as name, titles, email, office address, and phone number
3. Sensitive data transferred (if applicable): None, except to the extent expressly agreed by the parties in this Schedule A or the applicable SOW (if any). For this purpose, "sensitive data" means Personal Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offenses.
4. Frequency of the transfer (e.g., whether the Personal Information is transferred on a one-off or continuous basis): As needed to facilitate performance of the Services in accordance with the Agreement.
5. Nature and purpose(s) of the processing: PwC may process Personal Information for the purposes permitted under the Agreement or permitted by applicable law, including as necessary to perform the Services or comply with applicable law, regulation, or professional standards.
6. Duration of the processing: Personal Information shall be processed and retained until it is returned or destroyed in accordance with and subject to the terms of this DPA.
7. PwC may engage the following Sub-Processors in accordance with the terms of this DPA and the Agreement:
 - (a) PwC's subsidiaries and affiliates and the Other PwC Firms, including those listed at <https://www.pwc.com/gx/en/about/office-locations.html>.
 - (b) Third-party personnel who are natural persons engaged by PwC to assist the PwC engagement team (in which case PwC is still responsible for overseeing the Services performed by such third-party personnel).
 - (c) Additional PwC Subcontractors engaged to perform Services as permitted under the Agreement.

Exhibit 1

PECF USS Intermediate Holding III Corporation
Incremental Billing Audit Fee per Hour Rates
For Incremental Audit Services

Specialists (CMAAS, Valuation and National Office)			
Staff Class	Rate per hour CMAAS	Rate per hour Valuation	Rate per hour National Office
Partner	\$1,321	\$1,346	\$1,572
Managing Director	\$1,249	\$1,211	\$1,485
Director	\$1,129	\$1,101	\$1,335
Senior Manager	\$999	\$971	\$1,180
Manager	\$876	\$844	\$1,017
Senior Associate	\$721	\$703	
Associate	\$499	\$592	

Core Audit Team			
Staff Class	Rate per hour Assurance	Rate per hour Tax	Rate per hour DAT
Partner	\$1,094	\$1,232	\$1,157
Managing Director	\$861	\$960	\$932
Director	\$627	\$804	\$845
Senior Manager	\$511	\$749	\$536
Manager	\$461	\$698	\$520
Senior Associate	\$357	\$571	\$381
Associate	\$243	\$444	\$247