

<p><b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b></p>
<p><i>In re</i> <b>UNITED SITE SERVICES, INC. et al.,<sup>1</sup></b> Debtors.</p>

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

**ORDER (I) APPROVING THE  
ADEQUACY OF THE DISCLOSURE STATEMENT AND  
(II) CONFIRMING THE SECOND AMENDED JOINT PREPACKAGED  
PLAN OF REORGANIZATION OF UNITED SITE SERVICES, INC. AND ITS  
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

The relief set forth on the following pages, numbered three (3) through eighty-three (83), is **ORDERED**.

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<sup>1</sup> The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), with each one’s tax identification number, principal office address and former names and trade names, is available on the website of the Debtors’ noticing agent at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS). The location of the principal place of business of United Site Services, Inc., and the Debtors’ service address for these Chapter 11 Cases is 2487 W Navigator Drive, 3rd Floor, Meridian, ID 83642.



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

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The above-captioned debtors and debtors in possession (the “**Debtors**”), having:

- a. commenced, on December 28, 2025, a prepetition solicitation (the “**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* (as modified, supplemented, or otherwise amended from time to time, the “**Plan**”),<sup>2</sup> by causing the transmittal, through their solicitation and balloting agent, Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”), to the holders of Claims entitled to vote on the Plan, of, among other things: (i) the Plan, (ii) the *Disclosure Statement for the Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “**Disclosure Statement**”), and (iii) the ballots and master ballots (collectively, the “**Ballots**”) for casting votes on the Plan (all of the foregoing, the “**Solicitation Package**”);
- b. filed, on December 29, 2025, the *Certificate of Service of Jennifer Westwood re: Solicitation Materials Served on December 28, 2025* [Dkt. No. 24] and on January 9, 2026 the *Certificate of Service of Kevin Martin re: Solicitation Materials Served on December 29, 2025* [Dkt. No. 178] (collectively, the “**Solicitation Affidavits**”);
- c. commenced, on December 29, 2025 (the “**Petition Date**”), these chapter 11 cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (as amended, the “**Bankruptcy Code**”) in this Court;
- d. filed, on December 29, 2025 the Plan [Dkt. No. 16] and the Disclosure Statement [Dkt. No. 17];
- e. filed on December 29, 2025 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];
- f. obtained, on December 30, 2025, the *Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Establishing Objection Deadlines; (III) Approving Solicitation Procedures; (IV) Approving the Form and Manner of Ballots and Notices; (V) Directing that a Meeting of Creditors Not be Convened; (VI) Conditionally Waiving the Requirement to File Schedules of Assets and Liabilities and Statements of Financial Affairs; (VII) Approving Procedures for Assumption and Rejection of Executory*

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan. The rules of interpretation set forth in Article I.B of the Plan apply to this Order.

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*Contracts and Unexpired Leases; (VIII) Granting Approval of Rights Offering Procedures; and (IX) Granting Related Relief* [Dkt. No. 80] to consider final approval of the Disclosure Statement and the confirmation of the Plan (the “**Scheduling Order**”), which, among other things: (i) approved the prepetition solicitation and voting procedures, including the Confirmation Schedule (as defined therein); (ii) conditionally approved the Disclosure Statement and its use in the Solicitation; and (iii) scheduled the Combined Hearing on February 10, 2026 at 10:00 a.m. (ET) to consider the final approval of the Disclosure Statement and the confirmation of the Plan (the “**Combined Hearing**”);

- g. served, on January 2, 2026, through Verita, the *Notice of: (I) Commencement of Chapter 11 Bankruptcy Cases, (II) Hearing on the Adequacy of the Disclosure Statement and Confirmation of the Pre-Packaged Plan, and (III) Certain Objection Deadlines* (the “**Combined Hearing Notice**”) [Dkt. No. 83] on all known holders of Claims and Interests, Office of the United States Trustee for the District of New Jersey (the “**U.S. Trustee**”), and certain other parties in interest, as evidenced by the *Certificate of Service of Michael J. Paquere: Solicitation Materials Served on or Before January 12, 2026* [Dkt. No. 183];
- h. caused, on January 2, 2026, the Combined Hearing Notice to be published in *The New York Times*, as evidenced by the *Affidavit of Publication of Notice of (I) Commencement of Chapter 11 Bankruptcy Cases, (II) Hearing on the Adequacy of the Disclosure Statement and Confirmation of the Pre-Packaged Plan, and (III) Certain Objection Deadlines in The New York Times* [Dkt. No. 142];
- i. filed, on January 23, 2026, the *Notice of Filing of Plan Supplement in Connection with Joint Chapter 11 Plan of United Site Services, Inc. and its Affiliated Debtors and Debtors in Possession* [Dkt. No. 217] (the “**Initial Plan Supplement**”);
- j. filed, on January 28, 2026 the *Notice of Filing of Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 234];
- k. filed, on February 1, 2026, the *Notice of Filing of Amended Plan Supplement in Connection with Joint Chapter 11 Plan of United Site Services, Inc. and its Affiliated Debtors and Debtors in Possession* [Dkt. No. 250] (the “**Amended Plan Supplement**”);
- l. filed, on February 3, 2026, the *Notice of Filing of Second Amended Plan Supplement in Connection with Joint Chapter 11 Plan of United Site Services,*

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*Inc. and its Affiliated Debtors and Debtors in Possession* [Dkt. No. 269] (the “**Second Amended Plan Supplement**”);

m. filed, on February 6, 2026, the:

- i. *Notice of Filing of Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 291];
- ii. *Declaration of James Lee Regarding the Solicitation and Tabulation 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. 290] (the “**Voting Declaration**”);
- iii. *Notice of Filing of Third Amended Plan Supplement in Connection with Joint Chapter 11 Plan of United Site Services, Inc. and its Affiliated Debtors and Debtors in Possession* [Dkt. No. 289] (the “**Third Amended Plan Supplement**”);

n. submitted, on February 6, 2026, a request to adjourn the Combined Hearing to February 17, 2026 at 11:30 a.m. (ET); and

o. filed, on February 20, 2026, the:

- i. *Declaration of Avi Robbins in Support of an Order (I) Approving the Adequacy of the Disclosure Statement and the Prepetition Solicitation Procedures and (II) Confirming the Second Amended Joint Pre-Packaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates* [Dkt. No. 323] (the “**Robbins Declaration**”);
- ii. *Declaration of Chris Kelly in Support of an Order (I) Approving the Disclosure Statement and (II) Confirming the Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 322] (the “**Kelly Declaration**”); and
- iii. *Debtors’ Memorandum of Law in Support of an Order (I) Approving the Adequacy of the Disclosure Statement and (II) Confirming the Second Amended Joint Prepackaged Plan of Reorganization* [Dkt. No. 321] (the “**Confirmation Brief**”).

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**WHEREAS**, the Court having, among other things:

- a. set January 30, 2026, at 4:00 p.m. (ET) as the deadline for filing objections to the adequacy of the Disclosure Statement and/or Confirmation (the “**Objection Deadline**”);
- b. granted Debtors’ request to adjourn the Combined Hearing to February 17, 2026, at 11:30 a.m. (ET) [Dkt. No. 294];
- c. entered a Text Order on February 16, 2026, further adjourning the Combined Hearing to February 25, 2026, at 11:30 a.m. (ET);
- d. reviewed the Disclosure Statement, the Plan, the other documents in the Solicitation Package; the Plan Supplement, the Confirmation Brief, the Robbins Declaration, the Kelly Declaration, the Solicitation Affidavits, and the Voting Declaration, and all filed pleadings regarding the approval of the Disclosure Statement and Confirmation, including all objections, statements, and reservations of rights;
- e. overruled (i) any and all objections, except as otherwise stated or indicated on the record or provided in this Order, and (ii) all statements and reservations of rights not consensually resolved or withdrawn, unless otherwise indicated;
- f. held the Combined Hearing on February 25, 2026, at 11:30 a.m. (ET);
- g. heard the statements and arguments made at the Combined Hearing; and
- h. reviewed and taken judicial notice of all the filed papers and pleadings (including any statement, joinders, reservations of rights and other responses), all orders entered, and all evidence proffered or adduced, and all arguments made at the hearings held before the Court during the pendency of these cases.

**NOW, THEREFORE**, it appearing that (i) notice of the Combined Hearing and the opportunity for any party in interest to object to the approval of the Disclosure Statement and/or the confirmation of the Plan having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and (ii) the legal and factual bases set forth in the documents filed in support of approval of the Disclosure Statement and Confirmation and other evidence presented at the Combined Hearing establish just cause for the

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relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court makes and issues the following findings of fact and conclusions of law, and orders.

**I. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. Findings of Fact and Conclusions of Law.

1. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, made applicable to this proceeding by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, and *vice versa*, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding.

2. This Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Venue of these proceedings and the Chapter 11 Cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order hereon under Article III of the United States Constitution.

C. Eligibility for Relief.

3. The Debtors were and continue to be entities eligible for relief under section 109 of the Bankruptcy Code and they were and continue to be proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

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D. Commencement and Joint Administration of the Chapter 11 Cases.

4. On the Petition Date, the Debtors commenced the Chapter 11 Cases. On December 30, 2025, the Court entered the *Order Directing Joint Administration of the Chapter 11 Cases* [Dkt. No. 81] authorizing the joint administration of the Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

E. Adequacy of the Disclosure Statement.

5. The Disclosure Statement, together with the exhibits thereto, (i) contain sufficient information of a kind necessary to satisfy the disclosure requirements of applicable nonbankruptcy laws, rules and regulations, including the Securities Act (specifically, the Solicitation was exempt from registration under the Securities Act pursuant to one or more of the exceptions provided thereunder, including Section 4(a)(2) of the Securities Act (an exemption from the registration requirements under Section 5 of the Securities Act for transactions by an issuer not involving a “public offering”<sup>3</sup>) and/or Regulation D thereunder, as well as Regulation S under the Securities Act (a safe harbor from the registration requirements under Section 5 of the Securities Act for offers and sales of securities in transactions outside the United States), state “Blue Sky” laws and/or any similar rules, regulations, or statutes); and (ii) contain “adequate information” as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the

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<sup>3</sup> See 15 U.S.C. § 77d(a)(2).

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Bankruptcy Code. The filing of the Disclosure Statement satisfied Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Plan and the Disclosure Statement disclose, conspicuously, in bold font, and in specific language, the claims and acts to be released, exculpated and enjoined, the identity of the Entities that will be subject to the releases exculpation and injunction, thereby satisfying Bankruptcy Rule 3016(c).

F. Solicitation.

6. The Plan was solicited in good faith and in compliance with applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

7. As evidenced by the Voting Declaration, the Solicitation and the transmittal and service of the Solicitation Packages were: (i) timely, adequate, appropriate, and sufficient under the circumstances; and (ii) in compliance with sections 1125(g) and 1126(b) of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the applicable Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “**Local Rules**”), the Scheduling Order, and all applicable nonbankruptcy laws, rules, and regulations. The Solicitation Packages adequately informed the holders of Claims entitled to vote on the Plan of the procedures and deadline for completing and submitting the Ballots.

8. The Debtors served the Combined Hearing Notice on all parties required to be given notice of the Combined Hearing, and all such parties have been provided due, proper, timely, and adequate notice and have had an opportunity to appear and be heard. The Combined Hearing Notice adequately informed all known holders of Claims and Interests of critical facts and dates regarding voting on (if applicable) and objecting to the Plan, the inclusion of release,

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exculpation, and injunction provisions in the Plan, and adequately summarized the terms of the Third-Party Release. Every known stakeholder was provided with the opportunity to opt out of the Third-Party Release because the means to do so was included in both the Ballots and the form (the “**Opt Out Form**”) that was served on the holders of Claims and Interests in non-voting Classes as part of the Notice of Non-Voting Status and Opt Out Form (the “**Notice of Non-Voting Status**”). No other or further notice is required. The Holders of Claims in the Voting Classes were given a reasonable period of time to vote on the Plan, which was sufficient for such Holders to make an informed voting decision.

G. Tabulation.

9. Class 6a (Second-Out Claims), Class 6b (Amended Term Loan Claims), and Class 7 (Unsecured Funded Debt Claims) are Impaired under the Plan (collectively, the “**Voting Classes**”) and the Holders in such Classes had the right to vote to accept or reject the Plan. As evidenced by the Voting Declaration, each Voting Class voted to accept the Plan in the numbers and amounts required by section 1126 of the Bankruptcy Code, and no Voting Class voted to reject the Plan. All procedures used to tabulate the votes on the Plan were fair and reasonable, and conducted in good faith and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Scheduling Order.

10. Claims in Class 1 (Priority Non-Tax Claims), Class 2 (Other Secured Claims), Class 3 (ABL Facility Claims), Class 4 (First-Out Revolving Loans Claims), and Class 5 (First-Out Term Loan/Notes Claims) (collectively, the “**Deemed Accepting Classes**”) are Unimpaired under the Plan, are deemed to accept the Plan, and are not entitled to vote.

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11. Claims or Interests, as applicable, in Class 9 (Intercompany Claims to the extent not Reinstated or otherwise rendered Unimpaired), Class 10 (Intercompany Interests to the extent not Reinstated or otherwise rendered Unimpaired), Class 11 (Existing Equity Interests), and Class 12 (Subordinated Claims) (collectively, the “*Deemed Rejecting Classes*” and together with the Deemed Accepting Classes, the “*Non-Voting Classes*”) are Impaired under the Plan, and the Holders of Claims in such Classes are not receiving or retaining any property under the Plan and are thus deemed to have rejected the Plan, and are not entitled to vote.

H. Plan Supplement.

12. On January 23, 2026, the Debtors filed the Initial Plan Supplement. On February 1, 2026 the Debtors filed the Amended Plan Supplement, on February 3, 2026 the Debtors filed the Second Amended Plan Supplement, and on February 6, 2026 the Debtors filed the Third Amended Plan Supplement. The filing of the Plan Supplement (including as amended, supplemented, or otherwise modified from time to time in accordance with the Plan) complies with the terms of the Plan, and the Debtors provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Scheduling Order, and the facts and circumstances of the Chapter 11 Cases. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into, the Plan. No other or further notice is or will be required with respect to the Plan Supplement. Subject to the terms of the Plan and the Restructuring Support Agreement, and only consistent therewith, the Debtors reserve the right to alter, amend, update, or modify any of the documents contained in the Plan Supplement on or before the Effective Date.

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I. Modifications to the Plan.

13. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan as reflected in the Plan or set forth in this Order constitute technical or clarifying changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. In particular, the economic changes to distributions to Classes 6a and 6b are favorable to Holders of Claims in Class 6b and were affirmatively agreed to pursuant to the CastleKnight Settlement by Holders holding 92.87% in amount of Claims in Class 6a, and, in each case, the applicable Classes voted to overwhelmingly approve the Plan as modified. These modifications are consistent with the disclosures previously made in the Disclosure Statement and Solicitation Package, and notice of these modifications was adequate and appropriate under the facts and circumstances of the Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that holders of Claims in the Voting Classes be afforded an opportunity to change previously cast acceptances or rejections of the Plan. No Holder of a Claim who has voted to accept the Plan shall be permitted to change its vote as a consequence of the Plan modifications. Accordingly, the Plan is properly before this Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan, and all Holders of Claims or Interests who are conclusively presumed to accept the Plan or are conclusively deemed

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to have rejected the Plan are conclusively presumed to accept or deemed to reject, as applicable, the Plan as modified, revised, supplemented or otherwise amended.

J. Objections Overruled.

14. Any resolution or disposition of objections discussed or ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, statements, joinders, informal objections, and reservations of rights are hereby overruled on the merits.

K. Burden of Proof.

15. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for Confirmation, or by clear and convincing evidence (to the extent applicable). Each witness who testified on behalf of the Debtors at the Combined Hearing, if any, was credible, reliable, and qualified to testify as to the topics addressed in their testimony.

L. Compliance with the Requirements of Section 1129 of the Bankruptcy Code.

16. The Plan complies with all applicable requirements of section 1129 of the Bankruptcy Code as follows:

a. Section 1129(a)(1) – Compliance of the Plan with Applicable Provisions of the Bankruptcy Code.

17. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

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i. Section 1122 and 1123(a)(1) – Proper Classification.

18. The classification of Claims and Interests complies with the requirements of the Bankruptcy Code. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for classification of Claims and Interests at each Debtor into Classes based on the differences in the legal nature or priority of such Claims and Interests.<sup>4</sup> Valid business, factual, and legal reasons exist for the separate classification of Claims and Interests under the Plan. The classification was not implemented for any improper purpose and the creation of the various Classes does not result in unfair discrimination among holders of Claims or Interests.

19. In accordance with section 1122(a) of the Bankruptcy Code, each Class contains only Claims or Interests, as applicable, substantially similar to the other Claims or Interests in that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code

ii. Section 1123(a)(2) – Specifications of Unimpaired Classes.

20. Article III of the Plan specifies which Claims are Unimpaired under the Plan. Intercompany Claims and Intercompany Interests are either Unimpaired or Impaired, depending on whether or not they will ultimately be Reinstated. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

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<sup>4</sup> In accordance with section 1123(a)(1) of the Bankruptcy Code, there is no requirement to classify Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims, which are Unimpaired and addressed in Article II of the Plan.

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iii. Section 1123(a)(3) – Specification of Treatment of Voting Classes.

21. Article III.B of the Plan specifies the treatment of Claims in each Voting Class (Classes 6a, 6b, and 7). Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

iv. Section 1123(a)(4) – No Discrimination.

22. Article III of the Plan provides the same treatment to each Claim or Interest within a particular Class, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

v. Section 1123(a)(5) – Adequate Means for Plan Implementation.

23. The Plan and the various documents included in the Plan Supplement provide adequate means for the Plan's implementation, including: (a) the general settlement of Claims and Interests; (b) the restructuring of the Debtors' balance sheet; (c) the consummation of the transactions contemplated by the Plan, the Restructuring Support Agreement, the Restructuring Transactions Memorandum, and other documents filed as part of the Plan Supplement; (d) the issuance of New Common Shares; (e) the consummation of the Equity Rights Offering; (f) the incurrence of exit debt financing in connection with the Exit ABL Facility, the Exit RCF Facility, and the Exit Term Loan Facility; (g) the vesting of the Estates' assets in the Reorganized Debtors; and (h) the execution, delivery, filing, or recording of all contracts, instruments, releases, and other agreements or documents necessary for consummation of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

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vi. Section 1123(a)(6) – Non-Voting Equity Securities.

24. The New Organizational Documents provide for no issuance of non-voting securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

vii. Section 1123(a)(7) – Directors, Officers, and Trustees.

25. The manner of selection of any officer, director, or trustee (or any successor to and such officer, director, or trustee) of the Reorganized Debtors shall comply with the Restructuring Support Agreement and the New Organizational Documents, which is consistent with the interests of creditors and equity holders and with public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

b. Section 1123(b) – Discretionary Contents of the Plan

26. The Plan contains various discretionary provisions that are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b).

i. Section 1123(b)(1) – Impairment/Unimpairment of Any Class of Claims or Interests

27. Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

ii. Section 1123(b)(2) – Assumption and Rejection of Executory Contracts and Unexpired Leases

28. Article V of the Plan provides for the assumption of the Executory Contracts and Unexpired Leases as of the Effective Date unless any such Executory Contract or Unexpired Lease: (a) was previously assumed, amended and assumed, assumed and assigned, or rejected by

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the applicable Debtors; (b) previously expired or was terminated pursuant to its own terms; (c) is the subject of a motion to reject pending on the Effective Date; or (d) is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases. Thus, the Plan satisfies section 1123(b)(2).

iii. Compromise and Settlement

29. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and in consideration for the distributions and other benefits provided under the Plan, the Plan constitutes a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies relating to the contractual, legal, equitable, and subordination rights that Holders of Claims or Interests may have. Such compromise and settlement is the product of extensive arm's-length, good faith negotiations and is fair, equitable, and reasonable and in the best interests of the Debtors, their Estates, and all Holders of Claims or Interests.

iv. Debtor Release

30. The Debtor Release (as defined in the Plan) is (a) given in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors, the Estates, and stakeholders (including all Holders of Claims and Interests); (d) fair, equitable, and reasonable; (e) given and made after notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor Release against any of the Released Parties.

31. The Plan, including the Debtor Release, was negotiated by sophisticated parties represented by able counsel and advisors, including the Consenting Stakeholders; it is the

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result of a hard fought and arm's-length negotiation process conducted in good faith. The Debtor Release appropriately offers protection to parties that participated in the Debtors' restructuring process, including the Consenting Stakeholders, whose participation in the Chapter 11 Cases is critical to the Debtors' successful emergence from bankruptcy. The Released Parties, including the Consenting Stakeholders, made significant concessions and contributions to the Debtors' restructuring efforts. Specifically, the Released Parties, among other things (as applicable), (i) negotiated the Restructuring Support Agreement and CastleKnight Settlement and the terms of the Plan and the Restructuring Transactions; (ii) provided significant concessions to the Debtors and to each other that made the Plan possible (including consenting to the Plan treatment of their secured claims that allowed satisfaction of all General Unsecured Claims in full); and (iii) provided financial support to the Debtors in the form of (a) consenting to the Debtors' use of cash collateral, (b) funding the DIP Facility, (c) entering into the ERO Backstop Agreement, and (d) providing exit financing.

32. Including the Debtors' directors and officers among the Released Parties is appropriate because the directors and officers share an identity of interest with the Debtors in that they have indemnification Claims against the Debtors, such that a claim against a director or officer is, in effect, a Claim against the Debtors. In addition, the directors and officers made substantial contributions to the success of the Plan and the Chapter 11 Cases.

33. The scope of the Debtor Release is appropriately tailored based on the facts and circumstances of the Chapter 11 Cases because it expressly provides that it does not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any

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post-Effective Date obligations of any party or Entity under the Plan, this Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either the First-Out/Second-Out Credit Agreement or ABL Facility Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

34. The Debtors have determined that pursuit of any released claims or Causes of Action against the Released Parties is not in the best interests of the Estates or the Debtors' stakeholders because the costs involved would likely outweigh any potential benefit from pursuing any such claims or Causes of Action. Holders of Claims entitled to vote have overwhelmingly voted in favor of the Plan, including the Debtor Release. Granting the Debtor Release represents a valid exercise of the Debtors' business judgment. In light of the foregoing, the Debtor Release is appropriate and hereby approved.

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v. Release by Holders of Claims and Interests

35. The Third-Party Release (as defined in the Plan) is: (a) consensual; (b) within the jurisdiction of the Court pursuant to 28 U.S.C. § 1334; (c) given in exchange for good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the Claims and Causes of Action released by the Third-Party Release; (e) beneficial to, and in the best interests of, the Debtors, the Estates and stakeholders; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release; (i) appropriately narrow in scope; (j) essential to Confirmation; and (k) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

36. The Third-Party Release is consensual. Creditors who had the right to vote on the Plan were provided with Ballots that gave them the option to check a box to opt out from granting the Third-Party Release, regardless of whether they voted to accept or reject the Plan. Similarly, the members of the Non-Voting Classes were given a similar opportunity to opt out of the Third-Party Release via a form attached to the Notices of Non-Voting Status. The text of the Third-Party Release was printed in bold type in the Disclosure Statement, the Plan, the Ballots, and the Notices of Non-Voting Status. Thus, all parties from whom Third-Party Release were sought received timely, appropriate, conspicuous, and adequate notice of the Third-Party Release, including the explanation that such creditors would be granting such releases if they failed to opt

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out by checking the opt-out box. Accordingly, the Third-Party Release was fully consensual and consistent with the Bankruptcy Code and due process.

37. Furthermore, the Third-Party Release is an essential and integral part of the compromises, settlements, and other agreements memorialized in the Plan. Like the Debtor Release, the Third-Party Release was critical in incentivizing the Released Parties to support both the chapter 11 process generally and to participate in the formulation and financing of the Plan. The Third-Party Release was a core negotiation point and instrumental in developing the value-maximizing Plan. As such, the Third-Party Release appropriately offers certain protections to parties who constructively participated in the Debtors' restructuring process.

38. The scope of the Third-Party Release is appropriately narrow and tailored to the facts and circumstances of the Chapter 11 Cases; it expressly does not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, this Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of

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

39. In light of the foregoing, the Third-Party Release is appropriate and is hereby approved.

vi. Exculpation.

40. The exculpation set forth in Article VIII.F of the Plan (the “*Exculpation*”) is appropriate because it was supported by proper evidence, proposed in good faith, was formulated following extensive good faith, arm’s-length negotiations with key constituents, and is appropriately limited in scope in that it is narrowly tailored to protect the Exculpated Parties only from litigation related to acts or omissions in connection with the administration of the Chapter 11 Cases and related transactions and does not protect them from actions determined by a Final Order to have constituted a criminal act, gross negligence, intentional fraud, or willful misconduct. Furthermore, the Exculpation is limited to (i) acts or omissions occurring on or after the Petition Date through the Effective Date and (ii) estate fiduciaries and their advisors.

vii. Injunction.

41. The injunction set forth in Article VIII.G of the Plan (the “*Injunction*”) is necessary to implement the Plan as it preserves and enforces the discharge, Debtor Release, the

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Third-Party Release, and the Exculpation. The Injunction is appropriately tailored to achieve those purposes.

viii. Preservation of Claims and Causes of Action.

42. Article IV.M of the Plan appropriately provides for the preservation of certain of the Debtors' Causes of Action that are not released or exculpated under the Plan. The Plan, as supplemented by Exhibit G to the Plan Supplement, is sufficiently specific with respect to the Causes of Action to be retained by the Reorganized Debtors, and all parties in interest have been provided adequate notice and meaningful disclosure with respect to the Causes of Action that the Debtors intend to retain. The retention of the Causes of Action under the Plan is appropriate, fair, equitable, reasonable, and in the best interests of the Debtors, their Estates and stakeholders.

c. Section 1123(d) – Cure of Defaults

43. Article V of the Plan provides appropriate terms for the satisfaction of Cure Claims associated with the Executory Contracts and Unexpired Leases to be assumed under the Plan in accordance with section 365(b)(1) of the Bankruptcy Code.

d. Section 1129(a)(2) – Compliance of the Debtors and Others with the Applicable Provisions of the Bankruptcy Code.

44. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128, and Bankruptcy Rules 3017, 3018, and 3019.

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e. Section 1129(a)(3) – Good Faith.

45. The Debtors proposed the Plan in good faith, in compliance with the Bankruptcy Code requirements, and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances of the Chapter 11 Cases, the Disclosure Statement, the Plan, and the process leading to the formulation of the Plan and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the Disclosure Statement, and the record of the Chapter 11 Cases, including the record of the Combined Hearing.

46. The Plan (including the documents in the Plan Supplement and all other Definitive Documents) is the product of good faith, arm's-length negotiations by and among the Debtors, the Debtors' directors and officers, the Debtors' key stakeholders, including the Consenting Stakeholders, and their respective professionals. The Plan, which assures the fair treatment of the Holders of Claims or Interests in accordance with their respective legal entitlements, as well as the process leading to its formulation, provide independent evidence of the Debtors' and such other parties' good faith. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

f. Section 1129(a)(4) – Court Approval of Certain Payments as Reasonable.

47. The Plan provides that the Professional Fee Claims will only be paid after they have been Allowed by this Court. The Professionals must file their final requests for payment of their Professional Fee Claims no later than forty-five (45) days after the Effective Date with objections due within twenty-one (21) days after the filing of the final fee application, providing

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an adequate period of time for interested parties to review and, if necessary, object to any Professional Fee Claim. The Debtors' ordinary course professionals will be paid in the ordinary course consistent with the *Order (I) Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief* [Dkt. No. 265]. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

g. Section 1129(a)(5)—Disclosure of Directors and Officers and Consistency with the Interests of Creditors and Public Policy.

48. The procedures for appointment of the initial members of the New Boards (including the Reorganized Parent Board) were disclosed in the Plan and the Plan Supplement. The identities of the Reorganized Debtors' directors proposed to serve after the Effective Date will be disclosed in the Plan Supplement, to the extent known, on or prior to the Effective Date. Accordingly, the requirements of section 1129(a)(5) of the Bankruptcy Code have been satisfied.

h. Section 1129(a)(6)—Rate Changes.

49. Section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

i. Section 1129(a)(7)—Best Interests of Holders of Claims and Interests.

50. The liquidation analysis attached as Exhibit D to the Disclosure Statement (the "*Liquidation Analysis*") and the other evidence proffered or adduced at the Combined Hearing are (a) reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; and (c) have not been controverted by other evidence. The Liquidation Analysis establishes that each Holder of an Allowed Claim or Interest will recover as much or more value under the Plan on account of such Claim or Interest than the value such Holder

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would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. As a result, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

j. Section 1129(a)(8)—Acceptance of the Plan by Impaired Classes.

51. Section 1129(a)(8) of the Bankruptcy Code requires that each class of claims or interests either accepts the plan or is unimpaired. 11 U.S.C. § 1129(a)(8). Classes 11 and 12 and, in the event that Intercompany Claims and Interests are not Unimpaired, Classes 9 and 10, are Impaired and deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, the Plan does not comply with section 1129(a)(8) of the Bankruptcy Code. The Plan is nonetheless confirmable because, as indicated in further detail below, it satisfies the “cram down” provisions of section 1129(b) of the Bankruptcy Code with respect to each of the rejecting Classes.

k. Section 1129(a)(9)—Treatment of Claims Entitled to Priority.

52. The treatment of Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims under Article II of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

l. Section 1129(a)(10)—Acceptance by at Least One Impaired Class.

53. As set forth in the Voting Declaration, all Voting Classes voted to accept the Plan for each Debtor without including any acceptance of the Plan by any insider (as defined in section 101(31) of the Bankruptcy Code). As such, there is at least one Class of Claims that is

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Impaired under the Plan and has accepted the Plan. Therefore, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

m. Section 1129(a)(11)—Feasibility of the Plan.

54. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The financial projections attached to the Disclosure Statement as Exhibit C (the “**Financial Projections**”) and the other evidence proffered or adduced at the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; and (c) have not been controverted by other evidence. The Financial Projections establish that (i) the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization, and (ii) the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan and those arising in the ordinary course of business. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

n. Section 1129(a)(12)—Payment of Statutory Fees.

55. Article XII.C of the Plan provides that all fees under 28 U.S.C. § 1930 and any interest thereon under 31 U.S.C. § 3717 (together, the “**Statutory Fees**”) outstanding immediately prior to the Effective Date shall be paid by the Debtors in full in Cash on the Effective Date. On and after the Effective Date, the Reorganized Debtors shall be jointly and severally liable for paying any and all Statutory Fees in full in Cash when due in each Chapter 11 Case for each quarter (including any fraction thereof) until the earliest of such Chapter 11 Case being closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code. The Debtors shall file

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all monthly operating reports due before the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Reorganized Debtors shall file a post-confirmation quarterly report for each Chapter 11 Case for each quarter (including any fraction thereof) such case is pending, using UST Form 11-PCR. Notwithstanding anything to the contrary in the Plan, (i) Statutory Fees are Allowed; (ii) the U.S. Trustee shall not be required to file any request(s) for payment of the Statutory Fees; and (iii) the U.S. Trustee shall not be providing any release under the Plan.

o. Section 1129(a)(13)—Retiree Benefits.

56. As provided in Article V.D.3 of the Plan, the Reorganized Debtors will continue to pay all obligations on account of retiree benefits (as such term is used in section 1114 of the Bankruptcy Code) on and after the Effective Date in accordance with applicable law. As a result, the requirements of section 1129(a)(13) of the Bankruptcy Code are satisfied.

p. Sections 1129(a)(14), (15), and (16)—Domestic Support Obligations, Individuals, and Nonprofit Corporations.

57. The Debtors are not individuals or nonprofit corporations. Therefore, sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply.

q. Section 1129(b)—Confirmation of the Plan Over Deemed Rejecting Classes.

58. Even though the Plan does not satisfy section 1129(a)(8) of the Bankruptcy Code, it may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code as it satisfies the requirements thereof. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code, other than section 1129(a)(8), have been met. *Second*, the Plan is fair and equitable with respect to

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the Deemed Rejecting Classes. Specifically, with respect to Class 9 (Intercompany Claims) (to the extent such Claims are not Reinstated), Class 11 (Existing Equity Interests), and Class 12 (Subordinated Claims), no holder of a Claim or Interest that is junior to the Claims or Interests, as applicable, in such Classes will receive or retain any property under the Plan on account of such junior Claim or Interest and no holder of a Claim or Interest in a Class senior to such Classes is receiving more than payment in full on account of its Claim or Interest. To the extent the Interests in Class 10 (Intercompany Interests) are Reinstated or otherwise Unimpaired, such treatment is provided solely for administrative convenience, and not on account of such Interests. *Third*, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Classes because there are no Claims or Interests, as applicable, that would be similarly situated to the Claims and Interests in such Classes. Therefore, the Plan may be confirmed despite the fact that it does not satisfy section 1129(a)(8).

r. Section 1129(c)—Only One Plan.

59. Other than the Plan (including previous versions thereof), no other plan has been filed in the Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

s. Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes or Section 5 of the Securities Act.

60. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. No Governmental Unit has requested that the Court refuse to confirm the Plan on those grounds. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

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t. Section 1129(e)—Not Small Business Cases.

61. The Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply.

u. Good Faith.

62. The Debtors or the Reorganized Debtors, as applicable, the Consenting Creditors (as defined in the Restructuring Support Agreement), and each of their respective affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys, as applicable, have been and are acting in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the support of the Plan and if they proceed to: (a) consummate the Plan, the Restructuring Transactions, and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed or contemplated by this Order. Such parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

v. Implementation.

63. The evidentiary record demonstrates that the exit capital structure contemplated by the Plan is reasonable and appropriate and sufficient to allow the Reorganized Debtors to fully perform all of their obligations under the Plan and under all assumed agreements. The terms and structure of the Equity Rights Offering, the Exit ABL Facility, the Exit RCF Facility, and the Exit Term Loan Facility, as currently contemplated by the Plan and the

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Restructuring Support Agreement, are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are supported by reasonably equivalent value and fair consideration, and are in the best interests of the Debtors' Estates and their creditors. The Equity Rights Offering, the Exit ABL Facility, the Exit RCF Facility and the Exit Term Loan Facility are, individually and collectively, an essential element of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan and the operations of the Reorganized Debtors. The Debtors have provided sufficient and adequate notice of the material terms of the Equity Rights Offering, the Exit ABL Facility, the Exit RCF Facility, and the Exit Term Loan Facility, which were filed as part of the Plan Supplement and the final forms of which will be filed upon completion.

64. All documents and agreements necessary to implement the Plan and the transactions contemplated by the Plan, including those contained or summarized in the Plan Supplement, the Definitive Documents, the Restructuring Transactions Memorandum and related forms and documentation, have been negotiated in good faith and at arm's length, are in the best interests of the Debtors and their Estates, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law.

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## II. ORDER

**BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

### **A. Final Approval of the Disclosure Statement.**

65. The Disclosure Statement is approved on a final basis as having adequate information within the meaning of section 1125(a)(1) of the Bankruptcy Code. All objections, statements, joinders, information objections or reservations of rights in respect of the Disclosure Statement, if any, that have not been withdrawn, waived, settled, or otherwise resolved before the Combined Hearing are overruled.

### **B. Confirmation of the Plan.**

66. The Plan attached to this Order as Exhibit A satisfies all applicable provisions of section 1129 of the Bankruptcy Code and is approved in its entirety and confirmed.

### **C. Binding Effect.**

67. As of the Effective Date, the terms of the Plan shall be immediately effective, binding on, and enforceable against, the Debtors, the Reorganized Debtors, any and all Holders of Claims and Interests (irrespective of whether the Holders of such Claims or Interests have, or are deemed to have, accepted the Plan), any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion of any Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, all Persons and Entities that are parties to or subject to the settlements, compromises, releases, discharges, and injunctions contained in the Plan, each Party or Entity acquiring property under the Plan, any and all non-Debtor parties to the Executory Contracts and

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Unexpired Leases, as well as each of their respective affiliates, successors, and assigns. Subject to the terms of the Plan, the Debtors shall have the right to alter, amend, update, or modify any Definitive Documents prior to the Effective Date, subject to the applicable consent rights set forth in the Plan and/or the Restructuring Support Agreement.

68. Nothing in this Order or the Plan shall affect the applicable parties' rights to terminate any of the Definitive Documents in accordance with their respective terms, without further notice to or order of the Court. The Debtors and the Reorganized Debtors (as applicable) are authorized to take all actions required, appropriate or desirable to enter into, implement, and consummate each of the Definitive Documents, whether or not included in the Plan Supplement, without the need for any approvals, authorization, or consents, except for those expressly required by the Plan or the Restructuring Support Agreement.

**D. Incorporation by Reference.**

69. The terms and provisions of the Plan, as well as the terms of the documents contained in the Plan Supplement, all exhibits thereto, and all other documents and instruments executed and delivered in connection with the Plan and the Restructuring Transactions, including the Definitive Documents, are incorporated by reference and are an integral part of this Order. The term "Confirmation Order" as defined in the Plan shall be considered a reference to this Order.

**E. Objections**

70. All objections to, statements, joinders, informal objections or reservations of rights in respect of the Plan that have not been withdrawn, waived, settled, or otherwise resolved before the Combined Hearing are overruled on the merits and denied.

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**F. Governmental Approvals Not Required.**

71. This Order shall constitute all approvals and consents that are or may be required by the laws, rules, or regulations of any governmental authority with respect to the dissemination, implementation and consummation of the Plan, the other Definitive Documents and any other act referred to in, or contemplated by, the Plan or other Definitive Documents or that may be necessary or appropriate for the implementation or consummation of the Plan or the other Definitive Documents.

**G. Continued Corporate Existence and Vesting of Assets.**

72. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated therein, including the Restructuring Transactions Memorandum, each Reorganized Debtor and its direct and indirect subsidiaries shall continue to exist after the Effective Date as a separate corporation, limited liability company, limited partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, limited partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which the applicable Debtor is incorporated or formed and pursuant to its bylaws, limited liability company agreement, operating agreement, limited partnership agreement (or other formation documents) in effect prior to the Effective Date, except to the extent such manner of organization or formation documents are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval of the Court, or any other Entity (other than any requisite filings required under applicable law).

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73. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated therein, including the Restructuring Transactions Memorandum, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of each Estate, all Causes of Action (including, without limitation, all Causes of Action identified in the Schedule of Retained Causes of Action), and any property acquired by the Debtors pursuant to the Plan shall vest in the Reorganized Debtors, free and clear of all Liens, Claims, charges, interests, or other encumbrances other than the Liens securing the obligations under the Exit Term Loan Facility, the Exit RCF Facility, the Exit ABL Facility and such other Liens or other encumbrances as may be permitted thereby. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court, or any other Entity and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code.

74. The Plan shall be conclusively deemed to be adequate notice that Liens, Claims, charges, interests, and other encumbrances are being extinguished.

**H. The Discharge, Release of Liens, Releases, Injunction, and Exculpation Under the Plan.**

75. All release, exculpation, discharge, release of Liens, and injunction provisions in the Plan, including those contained in Article VIII of the Plan, are hereby approved

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in their entirety and shall be effective and binding on all Persons and Entities without further order or action by this Court.

76. In accordance with the provisions of the Plan, without any further notice to, or action, order, or approval of, the Court, after the Effective Date, the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle (1) all Claims and Interests not previously Allowed (if any) and (2) claims and Causes of Action against other Entities.

a. Discharge of Claims and Termination of Interests

77. Pursuant to section 1141(d) of the Bankruptcy Code and except as otherwise provided in the Plan, this Order, any other Definitive Documents, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, effective as of the Effective Date: (1) the distributions, rights, and treatment that are provided in the Plan for all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in the Debtors or any of their assets, property, or Estates, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts; (2) the Plan shall bind all Holders

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of Claims and Interests, notwithstanding whether such Holders failed to vote to accept or reject the Plan or voted to reject the Plan; (3) all Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under sections 502(g), 502(h), or 502(i) of the Bankruptcy Code; and (4) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred before the Effective Date. This Order shall be a judicial determination, subject to the Effective Date occurring, of the discharge of all Claims and Interests except as otherwise expressly provided in the Plan.

b. Release of Liens

**78. Except as otherwise expressly provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and the effectiveness of the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, and, in the case of a Secured Claim, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all**

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**of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall automatically revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Reorganized Debtors and each of their successors and assigns in each case, without any further approval or order of the Court and without any action or filing being required to be made by the Debtors or the Reorganized Debtors. Any Holder of such Secured Claim (and the applicable agents for such Holder, including the Agents/Trustees and the DIP Agent) shall be authorized and directed to release any such mortgages, deeds of trust, Liens, pledges, or other security interests and to take such actions (including executing and filing Form UCC-3 termination statements, intellectual property assignments, mortgage or deed of trust releases, or such other forms or release documents in any jurisdiction) as may be requested by the Reorganized Debtors to evidence the release of such mortgages, deeds of trust, Liens, pledges, or other security interests, including the execution, delivery, and filing or recording of any related releases or discharges as may be requested by the Reorganized Debtors or may be required in order to effectuate the foregoing. The Reorganized Debtors (and any of their respective agents, attorneys, or designees) shall be authorized to execute and file on behalf of creditors Form UCC-3 termination statements, intellectual property assignments, mortgage or deed of trust releases, or such other forms or release documents in any jurisdiction as may be necessary or appropriate to evidence such releases and implement the provisions of Article VIII.C of the Plan, including, for the avoidance of doubt, with respect to the DIP Facility. The presentation or filing of this Order to or with any federal, state, local or non-U.S. agency or**

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department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgages, deeds of trust, Liens, pledges, or other security interests.

79. To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, at the sole cost and expense of the Reorganized Debtors, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtors or the Reorganized Debtors, that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

c. Debtor Release

80. Notwithstanding anything contained in the Plan or this Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Debtor, Estate, and Reorganized Debtor (in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges

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**each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any Avoidance Actions and any derivative claims, including those asserted or assertable on behalf of any Debtor, Estate, or Reorganized Debtor), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Debtor, Estate, or Reorganized Debtor and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, the CastleKnight Settlement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders,**

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**the DIP Facility Documents, the Disclosure Statement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions (the “Debtor Release”). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, this Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the ERO Documents, the Exit ABL Facility Documents, or any Claim or obligation arising under the Plan and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and**

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**the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of Holders of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Party, or (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction.**

d. Releases by Holders of Claims or Interests

**81. Notwithstanding anything contained in the Plan or this Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Releasing Party<sup>5</sup> (in each case on behalf of itself and its respective**

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<sup>5</sup> “*Releasing Parties*” means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, the Intercompany Credit Agreement Agent, the Third-Out Notes Trustee, the Amended Unsecured Notes Trustee, the Amended Term Loan Agent, and Wilmington Fund Savings Society, FSB, in its former capacity as administrative agent and collateral agent under the Amended Term Loan Credit Agreement, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit ABL Facility Parties and Exit RCF Facility Parties, (viii) the ERO Backstop Parties, (ix) the Sponsor, (x) CastleKnight, (xi) each Related Party of each of the foregoing Persons in clauses (i) through (x), (xii) the Holders of Claims or Interests who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiii) the Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiv) the Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release, (xv) the Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release, and (xvi) the Holders of Claims or Interests who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release; *provided* that each Holder of Claims or Interests that is party to or has otherwise signed the Restructuring Support Agreement or CastleKnight Settlement shall not opt out of the Third-Party Release. For the avoidance of doubt, unless expressly indicated on a Ballot voting to accept the Plan, the Revolving Credit Lenders participating in the Plan are doing so only in their capacity as holders of First-Out Revolving Loans Claims or ABL Facility Claims as of the Petition Date, and any actions taken by the Revolving Credit Lenders in connection with the Plan and the Restructuring Transactions as well as any releases provided in connection with the Plan are only with respect to such lender’s interest in the First-Out Revolving Loans Claims or ABL Facility Claims that are now owned or subsequently acquired by the Revolving Credit Lenders. In addition, the provisions of the Plan shall only apply to such trading desk(s), fund(s), account,

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**Related Parties<sup>6</sup> who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties<sup>7</sup> from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and**

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

<sup>6</sup> "Related Parties" means, collectively, with respect to any Entity, in each case solely in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, shareholders, investment committee members, special committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, fiduciaries, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, other representatives, restructuring advisors, and other professionals and advisors, and any such person's or Entity's respective predecessors, successors, assigns, heirs, executors, estates, and nominees; provided, however, for the avoidance of doubt, any Affiliates of any Revolving Credit Lender, or any funds or accounts managed by BlackRock Financial Management, Inc., BlackRock Advisors, LLC, BlackRock Fund Advisors, BlackRock Capital Investment Advisors, LLC or their Related Parties (collectively, the "**BlackRock Creditors**"), that are signatories to the Restructuring Support Agreement (which, for purposes of this proviso, shall include any separate trading desk, fund, account, branch unit and/or business group of a Revolving Credit Lender or a BlackRock Creditor) shall not be deemed to be a Related Party of such Revolving Credit Lender or such BlackRock Creditor or a Revolving Credit Lender or a BlackRock Creditor itself, unless such Affiliate has itself submitted a Ballot or specifically authorized a third party to submit a Ballot on its behalf.

<sup>7</sup> "Released Parties" means, collectively, and in each case solely in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, the Intercompany Credit Agreement Agent, the Third-Out Notes Trustee, the Amended Unsecured Notes Trustee, the Amended Term Loan Agent, and Wilmington Fund Savings Society, FSB, in its former capacity as administrative agent and collateral agent under the Amended Term Loan Credit Agreement, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit RCF Facility Parties, (viii) the Exit ABL Facility Parties, (ix) the ERO Backstop Parties, (x) the Sponsor, (xi) CastleKnight, and (xii) each Related Party of each of the foregoing Persons in clauses (i) through (xi); *provided, however*, that any Holder of a Claim or Interest that (x) files an objection to the Plan, (y) opts out of the Third-Party Release, or (z) is listed in the Schedule of Retained Causes of Action, as applicable, shall not be a "Released Party"; *provided further, however*, that notwithstanding the preceding proviso, any Holder of a Claim or Interest that is party to or has otherwise signed the Restructuring Support Agreement or the CastleKnight Settlement shall be a Released Party and Releasing Party for all purposes under the Plan.

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**liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring or the Chapter 11 Cases, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, the CastleKnight Settlement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Plan Supplement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF**

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

e. Exculpation.

82. Except as otherwise provided in the Plan or this Order, to the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any claim or Cause of Action based on any act or omission occurring on or after the Petition Date through the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the Restructuring Support Agreement, the CastleKnight Settlement, the Restructuring, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Definitive Documents, the Plan Supplement, the Plan and related agreements, instruments, and other documents, or the solicitation of votes for, or confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan,

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

f. Injunction.

83. **Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid**

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

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

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

g. Reservation of Rights.

86. Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or this Order, no provision shall (i) preclude the United States Securities and Exchange Commission (“**SEC**”) from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceeding or investigations against any non-debtor person or non-debtor entity in any forum; *provided,*

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however, that nothing in this paragraph shall modify any applicable protections provided for in 11 U.S.C. §1125(e).

**I. Preservation of Causes of Action.**

87. Unless any Causes of Action against any Entity are expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors or Reorganized Debtors, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically described or enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released or exculpated pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

88. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any person or Entity.** Unless any Cause of Action against a Person

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or Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of the Court, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to all Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

89. In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided in the Plan, any Causes of Action that a Debtor may have against any Person or Entity shall vest in the applicable Reorganized Debtor. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court, except to the extent otherwise required by Federal Rule of Civil Procedure 23.1(c) pursuant to Bankruptcy Rule 7023.1. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to paragraphs 87 through 89 of this Order include any claim or Cause of Action with respect to, or against, a Released Party or Exculpated Party.

**J. Professional Compensation.**

90. All final requests for payment of Professional Fee Claims incurred prior to the Effective Date must be filed with the Court and served on the Reorganized Debtors, the U.S. Trustee, the Committee, if any, and all other parties that have requested notice in these Chapter 11

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Cases by no later than 45 days after the Effective Date, unless the Reorganized Debtors agree otherwise in writing. Objections to Professional Fee Claims must be filed with the Court and served on the Reorganized Debtors and the applicable Professional within 21 days after the filing of the final fee application with respect to the applicable professional fees. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Court and, once approved by the Court, shall be promptly paid in full in Cash from the Professional Fee Escrow Account; provided, however, that if the funds in the Professional Fee Escrow Account are insufficient to pay in full all Allowed Professional Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A of the Plan. Following the Effective Date, any provision of the Administrative Fee Order requiring Professionals to file an interim fee application shall be waived.

91. For the avoidance of doubt, the immediately preceding paragraph shall not affect any professional-service Entity that is permitted to receive, and the Debtors are permitted to pay without seeking further authority from the Court, compensation for services and reimbursement of expenses in the ordinary course of the Debtors' businesses (and in accordance with any relevant prior order of the Court authorizing the payment of professionals providing ordinary course services), which payments may continue notwithstanding the occurrence of Confirmation and Consummation.

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92. Each Professional shall, in good faith, estimate its unpaid Professional Fee Claims as of the Effective Date and deliver its estimate to the Debtors' counsel no later than three (3) Business Days before the anticipated Effective Date. No Professional's estimate shall be deemed a limit on the amount of its Professional Fee Claims that is ultimately Allowed. If a Professional does not provide an estimate, the Debtors may themselves estimate the unpaid and unbilled fees and expenses of such Professional as of the anticipated Effective Date for purposes of funding the Professional Fee Escrow Account.

93. No later than the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall fund the Professional Fee Escrow Account in an amount in Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Entities until all Professional Fee Claims Allowed by the Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders. No Liens, claims, interests, or other encumbrances shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. The funds held in the Professional Fee Escrow Account shall not be property of the Debtors, their Estates, the Reorganized Debtors, or any of their respective Affiliates. Any funds remaining in the Professional Fee Escrow Account after all final applications for Professional Fee Claims have been resolved by Final Order and all Allowed Professional Fee Claims have been irrevocably paid in Cash, shall revert to the Reorganized Debtors.

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**K. Notice of Subsequent Pleadings.**

94. Except as otherwise provided in the Plan or in this Order, notice of all pleadings filed in the Chapter 11 Cases after the Effective Date shall be limited to the following parties: (a) the U.S. Trustee; (b) counsel to the Ad Hoc Group; (c) counsel to CastleKnight; (d) any party that has filed a renewed request for notice under Bankruptcy Rule 2002, and (e) any party known to be directly affected by the relief sought by such pleadings.

**L. Retention of Jurisdiction.**

95. This Court retains jurisdiction over all matters arising out of or related to the Chapter 11 Cases and the Plan, including, without limitation, all matters set forth in Article XI of the Plan.

96. Notwithstanding anything in the Plan to the contrary, the Debtors or Reorganized Debtors, as applicable, reserve the right to seek adjudication by the Bankruptcy Court of any Claim that has not been allowed prior to the Effective Date.

**M. Reporting.**

97. After the Effective Date, the Reorganized Debtors shall continue filing a quarterly report in each Chapter 11 Case, using UST Form 11-PCR, for each quarter (including any fraction thereof) until such case is closed or dismissed.

**N. Effectiveness of Actions and Authorization.**

98. The Debtors and Reorganized Debtors, as applicable, are authorized from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document or take any action necessary or

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appropriate to implement the transactions set forth in the Plan or the Restructuring Transactions Memorandum, including, among other things, any merger, transfer, liquidation, or consolidation of any of the Debtors or their non-Debtor subsidiaries.

99. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan, including all actions pursuant to, in accordance with, or in connection with any other Definitive Documents, shall be effective on, before, and after the Effective Date without further application to, or order of the Court, or further action by the Debtors and/or the Reorganized Debtors with the same effect as if such actions were taken by unanimous action of the Debtors' or Reorganized Debtors' officers, directors, managers, members, or stockholders, as applicable. No action of the Debtors' or Reorganized Debtors' boards of directors or managers, as applicable, shall be required to authorize the Debtors or Reorganized Debtors, as applicable, to enter into, execute and deliver, adopt or amend, as the case may be, any Definitive Document, and following the Effective Date, each such document shall be a legal, valid, and binding obligation of the Debtors or Reorganized Debtors, as applicable, enforceable against them in accordance with the respective terms thereof.

100. The Debtors and the Reorganized Debtors, as the case may be, and, to the extent necessary, third parties (including the Agents/Trustees and the DIP Agent) (and each of their respective successors and assigns), and their respective directors, officers, members, agents, attorneys, financial advisors, and investment bankers are (irrespective of any existing contractual requirements to obtain instructions binding on such parties) authorized, empowered and directed from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any

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Definitive Document and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan in accordance with its terms, or take any or all steps or corporate actions authorized to be taken pursuant to the Plan whether or not specifically referred to in the Plan without further order of the Court.

101. To the extent applicable, any or all Definitive Documents shall be accepted upon presentment by every state filing or recording office for filing or recordation, as applicable, in accordance with applicable law.

**O. Restructuring Transactions.**

102. Prior to, on, or after the Effective Date, subject to and consistent with the terms of their obligations under the Plan, the Restructuring Support Agreement, the CastleKnight Settlement, and the ERO Backstop Agreement (pursuant to the ERO Backstop Order) (in each case, including any consent rights set forth therein), the Debtors and Reorganized Debtors, as applicable, shall be authorized to enter into such transactions and take such other actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Plan, and as set forth in and consistent with the Restructuring Transactions Memorandum, including: (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan, the Restructuring Support Agreement, and other applicable Definitive Documents, and that satisfy the requirements of applicable law; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, the Restructuring

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Support Agreement, and other applicable Definitive Documents; (3) the filing of appropriate certificates of incorporation, merger, migration, conversion, consolidation, or other organizational documents with the appropriate governmental authorities pursuant to applicable law; (4) the implementation of the Equity Rights Offering pursuant to the terms and conditions set forth in the ERO Backstop Agreement (pursuant to the ERO Backstop Order), ERO Procedures and any other ERO Documents; (5) the execution and delivery of the New Organizational Documents and the issuance, distribution, reservation, or dilution, as applicable, of the New Common Shares; (6) the execution and delivery of the Exit Term Loan Facility Documents, Exit RCF Facility Documents, ERO Documents, and Exit ABL Facility Documents; (7) implementation of the Management Incentive Plan; and (8) all other actions that the Reorganized Debtors determine are necessary or appropriate; provided that such other actions are consistent with the terms of the Plan, the Restructuring Support Agreement, and the other applicable Definitive Documents.

103. Without limiting the foregoing, the Reorganized Debtors are hereby authorized to, whether on or after the Effective Date, merge or consolidate any of the Reorganized Debtors into, or to distribute any or all of their assets to, any other of the Reorganized Debtors (or any direct or indirect corporate parent of a Reorganized Debtor) or to convert any of the Reorganized Debtors that are corporations into limited liability companies or vice versa (including in a manner that results in a change to such Reorganized Debtor's U.S. federal income tax classification), or effectuate any similar internal corporate reorganizations, as may be appropriate to effectuate the Restructuring Transactions, *provided, that*, with respect to any such merger, consolidation, distribution, conversion, or similar internal corporate reorganization that would

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otherwise cause a “change of control” or “change of ownership” or similar event with respect to any Reorganized Debtor or its assets under any contract, lease, license, permit, or similar agreement or law or rule to which such Reorganized Debtor or its assets may be subject, such action shall hereby not be deemed to constitute a “change of control” or “change of ownership” or other similar event thereunder nor shall it trigger or be deemed to trigger any such events, acceleration of rights, terminations, or similar events.

104. This Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions that may be necessary or appropriate to effect any Restructuring Transaction, including, without limitation, the items described above.

105. Prior to or on the Effective Date, the Reorganized Debtors and the other applicable parties shall enter into the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents (collectively, the “*Exit Facilities Documents*”). The Exit Facilities Documents filed in the Plan Supplement (as they may be altered, amended, updated, or modified in accordance with the terms of the Restructuring Support Agreement and the Plan to ensure they are in form and substance acceptable to the requisite parties contemplated by the Restructuring Support Agreement and the Plan) and all related forms, agreements, and notices are hereby approved. The Reorganized Debtors’ entry into and performance under the Exit Facilities Documents shall be deemed a reasonable exercise of their business judgment.

106. This Order shall constitute approval of (a) the Exit Term Loan Facility and the Exit Term Loan Facility Documents, (b) the Exit RCF Facility and the Exit RCF Facility

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Documents, and (c) the Exit ABL Facility and the Exit ABL Facility Documents (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith) to the extent not approved by the Court earlier, and the Reorganized Debtors shall be authorized to execute and deliver all documents, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, necessary or appropriate to incur loans under the Exit Term Loan Facility, the Exit RCF Facility and the Exit ABL Facility without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval, subject to (a) such modifications as the Reorganized Debtors and the Exit Term Loan Parties may mutually agree to be necessary to consummate the Exit Term Loan Facility, (b) such modifications as the Reorganized Debtors and the Exit RCF Facility Parties may mutually agree to be necessary to consummate the Exit RCF Facility and (c) such modifications as the Reorganized Debtors and the Exit ABL Facility Parties may mutually agree to be necessary to consummate the Exit ABL Facility.

107. Each of the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents shall constitute legal, valid, binding and authorized joint and several obligations of the applicable Reorganized Debtors, enforceable in accordance with their respective terms, and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (whether equitable, contractual or otherwise) for any purposes whatsoever under applicable law, the Plan or this Order,

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and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. The financial accommodations to be extended pursuant to the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

108. On the Effective Date, all Liens and security interests granted pursuant to, or in connection with the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, or the Exit ABL Facility Documents, as applicable, shall (i) be deemed approved, (ii) be valid, binding, perfected, non-avoidable and enforceable Liens on and security interests in the property described in the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, or the Exit ABL Facility Documents, as applicable, with the priorities established in respect thereof under applicable non-bankruptcy law and any applicable intercreditor agreements, without the need for the taking of any further filing, recordation, approval, consent or other action, and be subject only to such Liens as may be permitted under the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, or the Exit ABL Facility Documents, as applicable, and (iii) not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination (whether equitable, contractual or otherwise) for any purpose whatsoever under any applicable law, the Plan, or this Order and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law.

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109. The Reorganized Debtors and the persons granted Liens and security interests under the Exit Term Loan Facility, the Exit RCF Facility or the Exit ABL Facility are authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Order (it being understood that perfection shall occur automatically by virtue of the entry of this Order without the need for any filings, recordings, or consents) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

110. Subject to the terms of the Plan and the other Definitive Documents, the Debtors are authorized to take any and all actions necessary to consummate the Equity Rights Offering in accordance with the Plan, the ERO Documents, the ERO Backstop Agreement, and the Restructuring Transactions Memorandum. The ERO Documents filed in the Chapter 11 Cases (which may be amended or supplemented in accordance with their respective terms) and all related forms, agreements, and notices are hereby approved. The consummation of the Equity Rights Offering shall be deemed a reasonable exercise of the Reorganized Debtors' business judgment.

111. On the Effective Date, the Reorganized Debtors shall issue New Common Shares, including the ERO Backstop Premium Shares, in accordance with the Plan, the ERO Documents, the ERO Backstop Agreement, and the Restructuring Transactions Memorandum. All provisions in the Plan relating to the New Common Shares are approved and binding on all applicable parties.

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112. The terms of the New Organizational Documents, as may be amended restated, amended and restated, supplemented or modified on or before the Effective Date consistent with the Plan and the Restructuring Support Agreement are approved in all respects. The obligations of the applicable Reorganized Debtors related thereto will, upon execution, constitute legal, valid, binding, and authorized obligations of each of the Debtors or the Reorganized Debtors, as applicable, enforceable in accordance with their terms and not in contravention of any state, federal, or foreign Law. To the extent applicable, entry of this Confirmation Order shall be deemed approval of the New Organizational Documents. On the Effective Date, without any further action by this Court or the directors, officers, or equity holders of any of the Reorganized Debtors, each Reorganized Debtor, as applicable, will be and is authorized to enter into the New Organizational Documents and all related documents to which such Reorganized Debtor is contemplated to be a party on the Effective Date.

**P. Restructuring Expenses.**

113. The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth in the Restructuring Support Agreement, ERO Backstop Agreement (pursuant to the ERO Backstop Order), and the CastleKnight Settlement, without the requirement to file a fee application with the Court or for Court review and approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective

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Date; *provided*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses (it being understood that any difference in (a) estimated Restructuring Expenses on and including the Effective Date as compared to (b) Restructuring Expenses actually incurred on and including the Effective Date shall be reconciled following the submission of a final invoice by the relevant Entity following the Effective Date); *provided further* that the Debtors shall provide parties entitled to payment of Restructuring Expenses notice (email to counsel being sufficient) of the Effective Date at least five (5) days' prior to the anticipated occurrence thereof. In addition, on and after the Effective Date, the Reorganized Debtors shall continue to pay, when due and payable in the ordinary course, pre- and post-Effective Date Restructuring Expenses relating to implementation of the Plan and Consummation thereof without any requirement for review or approval by the Court or for any party to file a fee application with the Court, but subject to the terms of any applicable engagement or fee letter. For the avoidance of doubt, CastleKnight shall not be entitled to any recovery on account of fees other than as Restructuring Expenses as provided for in the Plan.

**Q. Injunctions and Automatic Stay.**

114. Unless otherwise provided in the Plan or this Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Order) shall remain in full force and effect until the Effective Date. If applicable nonbankruptcy law, an order entered in a non-bankruptcy proceeding, or an agreement fixes a period within which any Debtor may file any pleading, demand, notice, or proof of claim

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or loss, cure a default, or perform any other similar act, and such period had not expired before the Petition Date, the applicable Debtor may file, cure, or perform, as the case may be, before the later of (a) the end of such period, including any suspension of such period occurring on or after the Petition Date, or (b) 30 days after the Effective Date. All injunctions or stays contained in the Plan or this Order shall remain in full force and effect in accordance with their terms.

**R. Cancellation of Loans, Securities, and Agreements.**

115. On the Effective Date (except as otherwise provided in the Plan, this Order, the Restructuring Support Agreement, the ERO Documents, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Exit ABL Facility Documents, and any agreement, instrument or other document entered into in connection with or pursuant to the Plan), (1) all credit agreements, security agreements, indentures, guarantees, equity securities, shares, equity awards, purchase rights, options, warrants, intercreditor agreements, notes, instruments, certificates, and other documents evidencing indebtedness or ownership of the Debtors giving rise to Claims or Interests (except, in each case, those that give rise to Claims or Interests that are Reinstated under the Plan) shall be cancelled and the obligations of the Debtors or the Reorganized Debtors thereunder or in any way related thereto shall be discharged and deemed satisfied in full, and the Agents/Trustees and the DIP Agent shall be released from all duties thereunder without any need for further action or approval of the Court, or any holder thereof or any other person or Entity and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation, or similar documents governing the shares, certificates, notes, purchase rights, options, warrants, or other

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instruments or documents evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligation of or ownership interest in the Debtors that are specifically Reinstated pursuant to the Plan) shall be deemed satisfied in full, cancelled, released, and discharged without any need for further action or approval of the Court, or any holder thereof or any other person or Entity. The Agents/Trustees and the DIP Agent shall be deemed to have received any necessary direction for them to effectuate the terms of the Plan.

116. Notwithstanding Confirmation or the occurrence of the Effective Date, any document described in the immediately preceding paragraph that governs the rights of the Holders of Claims or Interests shall continue in effect solely for purposes of (a) enabling Holders of Allowed Claims and Allowed Interests to receive and accept distributions under the Plan as provided therein, and to take other actions required or permitted under the Plan on account of Allowed Claims; (b) governing the contractual rights and obligations among the Agents/Trustees or DIP Agent and the lenders or holders party thereto (including, without limitation, indemnification, contribution, expense reimbursement, distribution provisions, and any charging liens); (c) permitting the Agents/Trustees and the DIP Agent to perform any functions that are necessary to effectuate the immediately foregoing, including appearing and being heard in the Chapter 11 Cases or in any other court or proceeding in the Court relating to the First-Out/Second-Out Credit Agreement, the First-Out Notes Documents, the Third-Out Notes Documents, the Amended Unsecured Notes Indenture, the Amended Term Loan Credit Facility Documents, or the ABL Facility Credit Agreement, as applicable, and in furtherance of the foregoing; (d) permitting

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the Agents/Trustees and the DIP Agent to enforce any rights or obligations owed to them under the Plan, this Order, or other documents incorporated therein, including allowing the Agents/Trustees and the DIP Agent to submit invoices for any amount and enforce any obligation owed to them under the Plan to the extent authorized or allowed by the applicable documents; (e) permitting the Agents/Trustees and the DIP Agent to take any action and execute any documents necessary to terminate, cancel, extinguish, and/or evidence the release of any and all Liens and other security interests with respect to the ABL Facility Claims, First-Out Claims, the Second-Out Claims, the Second-Out Deficiency Claims, the Third-Out Claims, the Amended Term Loan Claims, the Intercompany Credit Agreement Claims, or the DIP Claims, including, without limitation, the preparation and filing, in form, substance, and content reasonably acceptable to the applicable Agents/Trustees or DIP Agent, of any and all documents necessary to terminate, satisfy, or release any Liens and other security interests held by the applicable Agents/Trustees or DIP Agent, including UCC-3 termination statements; (f) permitting the Agents/Trustees and the DIP Agent to appear in the Chapter 11 Cases or in any proceeding of the Court or any other court in furtherance of the foregoing; (g) allowing and preserving the rights of the Agents/Trustees to (1) receive compensation or reimbursement, solely to the extent provided for in the Plan, for reasonable fees and expenses incurred in connection with the implementation, consummation, and defense of the Plan or this Order and (2) preserve, maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or subrogation, or any other claim or entitlement that the Agents/Trustees may have under the Plan; (h) permitting the Reorganized Debtors and any other Disbursing Agent, as applicable, to make

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distributions on account of the applicable Claims and/or Interests, as applicable; and (i) furthering any other purpose set forth in the Restructuring Support Agreement or the Plan, including the issuance of New Common Shares.

117. For the avoidance of doubt, on and after the final distribution on account of the Notes Claims in accordance with Article VI of the Plan, or notice from the Debtors or Reorganized Debtors, as applicable, that there will be no further distribution on account of the foregoing, (i) the First-Out Notes, Third-Out Notes, or Amended Unsecured Notes, as applicable, shall thereafter be deemed to be null, void, and worthless, and (ii) at the request of the First-Out Notes Trustee, Third-Out Notes Trustee, or Amended Unsecured Notes Trustee, as applicable, DTC shall take down the relevant position relating to the First-Out Notes, Third-Out Notes, or Amended Unsecured Notes, as applicable, without any requirement of indemnification or security on the part of the Debtors, the Reorganized Debtors, the First-Out Notes Trustee, the Third-Out Notes Trustee, or Amended Unsecured Notes Trustee, as applicable, or any other party.

118. If the record holder of any First-Out Notes, Third-Out Notes or Amended Unsecured Notes is DTC or its nominee or another securities depository or custodian thereof, and such First-Out Notes, Third-Out Notes, or Amended Unsecured Notes are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each such holder of the First-Out Notes, Third-Out Notes, or Amended Unsecured Notes shall be deemed to have surrendered such holder's note, debenture, or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

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119. Upon the payment in full or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the Holder of such Allowed Other Secured Claim shall deliver to the Reorganized Debtors any collateral or other property of a Debtor held by such Holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its satisfied Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or *lis pendens*, or similar interests or documents.

**S. CastleKnight Settlement.**

120. The CastleKnight Settlement constitutes a good faith compromise and settlement of all Claims, Causes of Action, disputes, and controversies released, settled, compromised, or otherwise resolved between the Debtors, CastleKnight, and the Ad Hoc Group. The CastleKnight Settlement is fair, equitable, and reasonable and in the best interest of the Debtors, their Estates, and Holders of Claims and Interests. The CastleKnight Settlement, which was approved in connection with entry of the Final DIP Order, is hereby reaffirmed.

**T. Provision Regarding 3945 Fiscal Partners, LLC.**

121. Notwithstanding anything herein or the Plan to the contrary, all rights of setoff and recoupment of 3945 Fiscal Partners, LLC ("**3945 Landlord**") related to that certain Lease Agreement, dated September 18, 2015 between 3945 Landlord and United Site Services of Florida, Inc., as the same may have been amended or extended, are fully preserved, including without limitation any such rights with respect to any security deposit held by 3945 Landlord.

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**U. Provision Regarding Terreno Fee Ana LLC**

122. Notwithstanding anything to the contrary in the Plan or this Order, by assuming the lease for the property located at 1160 North Fee Ana Street, Anaheim, CA 92807 (the “*Anaheim Lease*”) in accordance with the Plan or otherwise, the Debtors or the Reorganized Debtors, as applicable, acknowledge that they are responsible for satisfying all obligations that come due under the Anaheim Lease after it is assumed, regardless of whether such obligations accrued before or after the Effective Date, including, without limitation: (a) ongoing tax obligations; (b) common maintenance area adjustments; (c) other accrued but unbilled charges under the Anaheim Lease; and (d) any insurance and indemnification obligations under the Anaheim Lease, including any contractual obligations to indemnify and hold the counterparty to the Anaheim Lease harmless, including (i) with regard to events that occurred before assumption but were not known to the Anaheim Lease counterparty as of the date of the assumption; (ii) claims for personal injury that occurred at the leased premises relating to the Anaheim Lease, and (iii) damage and destruction to such leased premises or property by the Debtors or its agents; provided that, the Debtor’s and Reorganized Debtors’ rights and defenses under applicable non-bankruptcy law are fully preserved.

**V. Provision Regarding Chubb.**

123. Notwithstanding anything to contrary in the Definitive Documents, the Plan Supplement, any other documents related to any of the foregoing, or any other order of the Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Court jurisdiction, or requires a party to opt out

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of any releases), and as a supplement to Article V.D.1. of the Plan: (1) each of those Insurance Policies issued by ACE American Insurance Company and/or any of its affiliates or any predecessors of the foregoing (collectively, the “*Chubb Companies*” and such Insurance Policies, collectively, the “*Chubb Insurance Program*”) shall be treated as Executory Contracts under the Plan such that, on the Effective Date, the Debtors shall be deemed to have assumed and (if applicable) assigned all Insurance Policies in their entities to the Reorganized Debtors pursuant to sections 105 and 365 of the Bankruptcy Code; (2) on the Effective Date, the Reorganized Debtors shall become and remain jointly and severally liable in full dollars for all of their and the Debtors’ obligations under the Chubb Insurance Program regardless of whether such obligations arise before or after the Effective Date and without the requirement or need for any of the Chubb Companies to file or serve a proof of Claim, an Administrative Claim, a Cure Claim, or an objection to a Cure amount; (3) nothing shall alter, amend or otherwise modify the terms and conditions of the Chubb Insurance Program, and any rights and obligations thereunder shall be determined in accordance with the terms thereof and applicable non-bankruptcy law; (4) except as expressly set forth in clause (1) of this paragraph, nothing shall permit or otherwise effectuate a sale, assignment or other transfer of the Chubb Insurance Program and/or any rights, benefits, claims, proceeds, rights to payment, or recoveries under and/or relating to the Chubb Insurance Program without the prior express written consent of the Chubb Companies; (5) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII of the Plan (or any corresponding paragraph of this Order), if and to the extent applicable, shall be deemed lifted without further order of the Court, solely to permit, with respect to the Chubb Insurance Program:

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(a) claimants with valid direct action claims against the Chubb Companies under applicable non-bankruptcy law to proceed with their claims and (b) the Chubb Companies to cancel any part of the Chubb Insurance Program, and to take other actions relating thereto (including effectuating a setoff), to the extent permitted by such Insurance Policy and applicable non-bankruptcy law; and (6) the last sentence of (i) Article VIII.G. of the Plan and (ii) paragraph 85 of this Order shall not apply to any claims asserted under or in connection with the Chubb Insurance Program.

**W. Provision Regarding Atlantic Specialty Insurance Company**

124. Notwithstanding any other provisions of the Plan, Plan Supplement, this Order or any other Order of the Bankruptcy Court, on the Effective Date, any rights and obligations, including, without limitation, trust and/or subrogation rights, arising under (i) any surety bonds issued by Atlantic Specialty Insurance Company (the “**Surety**”) on behalf of the Debtors (collectively, the “**Surety Bonds**” and each, individually, a “**Surety Bond**”); (ii) any indemnity agreements and/or related agreements, including, without limitation, agreements regarding collateral with the Surety (collectively, the “**Indemnity Agreements**” and each, individually, an “**Indemnity Agreement**”); (iii) any Surety collateral, including, without limitation, cash, letters of credit, and/or the proceeds of any such collateral (the “**Surety Collateral**”); and (iv) any Surety agreements governing Surety Collateral; (items (i), (ii), (iii), and (iv) collectively, the “**Surety Bond Agreements**”) shall be deemed reaffirmed and ratified by the applicable Reorganized Debtors, shall continue in full force and effect, and the rights, claims and obligations thereunder, including, without limitation, trust and/or subrogation rights, shall not be altered, modified, discharged, enjoined, impaired or released by the Plan, or this Order. For the avoidance

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of doubt, nothing in the Plan or this Order or any Order entered in the Chapter 11 Cases, including, without limitation, any exculpation, release, injunction, exclusions and discharge provision of the Plan contained in Article VIII of the Plan or otherwise, shall bar, alter, limit, impair, release, modify or enjoin any rights, claims, and obligations, including, without limitation, trust and/or subrogation rights under the Surety Bond Agreements or applicable law. Article VI.J.1 of the Plan shall not apply to any Claim to which a surety may be subrogated under the Surety Bonds. Without the requirement of any action by the Surety, the Surety is deemed to have opted out of the third-party release provisions of the Plan. For the avoidance of doubt, the Surety is neither a Releasing Party nor a Released Party under the Plan. Solely to the extent any of the Surety Bond Agreements are deemed to be one or more executory contracts, any such agreements are assumed by the Debtors and Reorganized Debtors pursuant to section 365 of the Bankruptcy Code upon the Effective Date with the consent of the Surety. If on and after the Effective Date any one of the Surety Bond Agreements cease to be in effect solely as a result of a determination by a court of competent jurisdiction that such agreements are non-assumable under applicable bankruptcy law, any such Surety Bond Agreements shall be deemed reinstated or ratified on the terms of such Surety Bond Agreement that existed immediately prior to the Effective Date. Nothing in the Plan, Plan Supplement, this Order or any Order entered in the Chapter 11 Cases shall impair the Surety's rights against any non-Debtor, or any non-Debtor's rights against the Surety, including under any Surety Bond Agreement. The rights and claims of the Surety are unimpaired in accordance with section 1124(1) of the Bankruptcy Code.

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125. Notwithstanding any other provision of the Plan, Plan Supplement, this Order, or Order entered in the Debtors' bankruptcy cases, any Surety Collateral shall remain in place to secure any obligations under any Surety Bond Agreement in accordance with the terms of such agreements. At any time after the Effective Date, to the extent permitted by law, the Surety may apply its respective Surety Collateral or the proceeds therefrom to payment or reimbursement of any and all premiums, losses, expenses, including, without limitation, attorneys' fees, solely to the extent the applicable Surety Bond Agreement allows such Surety to satisfy such fees from the applicable Surety Collateral or the proceeds therefrom.

**X. Provision Regarding Texas Taxing Authorities**

126. Notwithstanding anything to the contrary in the Plan, any Plan Supplement, or this Order, any Allowed Other Secured Claim of the Texas Taxing Authorities<sup>8</sup> (the "***Texas Tax Claims***") shall be paid in full on the later of (i) 10 days after the Effective Date or (ii) in the ordinary course, including post-petition interest properly charged under applicable non-bankruptcy law through the date of payment, to the extent Texas tax law provides for interest with respect to any portion of the Texas Tax Claims; provided that, the Debtors' and Reorganized Debtors', as applicable, defenses and rights to object to the Texas Tax Claims or to the inclusion of such interest are fully preserved. The Texas Taxing Authorities shall retain their pre- and postpetition tax liens, if any, (the "***Tax Liens***") on the Debtors' assets located within their applicable taxing jurisdiction until the applicable taxes are paid in full. The Tax Liens shall not be primed or subordinated by

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<sup>8</sup> The term "Texas Taxing Authorities" is defined as all ad valorem taxing jurisdictions represented by the firms of Linebarger Goggan Blair and Sampson, LLP; McCreary Veselka, Bragg & Allen, PC; and Perdue Brandon Fielder Collins and Mott LLP.

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any exit financing approved by the Court in conjunction with confirmation of the Plan, solely to the extent the Texas Taxing Authorities' liens (i) arose in the ordinary course of business pursuant to applicable non-bankruptcy law, and (ii) are valid, senior, properly perfected, binding, enforceable, and non-avoidable pursuant to applicable non-bankruptcy law. In the event that collateral that secures the Texas Tax Claims is sold or returned to a creditor holding a lien that is junior to the Tax Liens, the Debtors shall first pay all ad valorem property taxes owed to the Texas Taxing Authorities that are secured by such collateral, solely to the extent the Debtors are liable for such ad valorem property taxes under applicable non-bankruptcy law. The Debtors shall pay all post-petition ad valorem tax liabilities (tax year 2026 and subsequent tax years) owing to the Texas Taxing Authorities in the ordinary course of business as such tax debt comes due and prior to said ad valorem taxes becoming delinquent without the need of the Texas Taxing Authorities to file an Administrative Claim and/or request for payment.

#### **Y. Provision Regarding OMJ**

127. For the avoidance of doubt, the Plan and Confirmation Order shall leave unaltered any legal, equitable, and contractual rights of OMJ LLC and OMG LLC (collectively, "**OMJ**") in relation to its Claim as set forth in OMJ's proofs of claim [No. 58 and No. 63] (collectively, the "**OMJ Claim**"), including, for the avoidance of doubt, any existing right to indemnification, reimbursement of attorney fees, interest or other charges to the extent enforceable under applicable nonbankruptcy law and allowable under the Bankruptcy Code. This paragraph shall not alter or impair the Debtors' or Reorganized Debtors', as applicable, legal and equitable

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rights to contest, dispute, and defend themselves against the OMJ Claim, and any allegations therein or related thereto, or any other claim or Cause of Action.

**Z. Exemptions from Securities Laws.**

128. The Subscription Rights and the ERO Equity will be issued or delivered, as applicable, pursuant to the exemptions to registration under the Securities Act and Blue Sky Laws provided for under Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, or Regulation S under the Securities Act, and similar Blue Sky Laws provisions. Any securities issued or delivered pursuant to Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, or Regulation S under the Securities Act will be “restricted securities” subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration or an applicable exemption from registration under the Securities Act and other applicable law. In that regard, each Holder of an Allowed Second-Out Claim participating in the Equity Rights Offering will be required to make, and each of the ERO Backstop Parties has made, customary representations to the Debtors, including that each is an “accredited investor” (within the meaning of Rule 501(a) of the Securities Act), a qualified institutional buyer (as defined under Rule 144A promulgated under the Securities Act) or is not a U.S. person (as defined in Regulation S under the Securities Act).

129. Pursuant to section 1145 of the Bankruptcy Code, the offer, issuance, and distribution under the Plan of any Distributable New Common Shares on account of a Second-Out Claim and the ERO Backstop Premium Shares which constitute Administrative Claims in the Chapter 11 Cases shall (a) be exempt, without further act or actions by any Entity, from registration

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under the Securities Act and any other applicable U.S. state or local law requiring registration for the offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security to the fullest extent permitted by section 1145 of the Bankruptcy Code, (b) (i) not be “restricted securities” as defined in Rule 144(a)(3) under the Securities Act, and (ii) be freely tradable and transferable by any initial recipient thereof that (w) is not an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (x) has not been such an “affiliate” within ninety (90) calendar days of such transfer, (y) has not acquired the New Common Shares or Subscription Rights from an “affiliate” of the Reorganized Debtors within one year of such transfer, and (z) is not an entity that is an “underwriter” as defined in subsection (b) of section 1145 of the Bankruptcy Code, and (c) be freely tradable by the recipients thereof, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (ii) compliance with applicable securities laws and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such securities or instruments, and (iii) the restrictions in the New Organizational Documents.

130. Any transfer agent, or other similarly situated agent, trustee, or other non-governmental Entity shall accept and rely upon the Plan and this Order in lieu of a legal opinion for purposes of determining whether the initial offer or the delivery and sale of the New Common Shares were exempt from registration under section 1145(a) of the Bankruptcy Code, and whether the New Common Shares were, under the Plan, validly issued, fully paid, and non-assessable.

131. The Reorganized Debtors need not provide any further evidence other than the Plan or this Order to any Entity (including DTC or any transfer agent for the New Common

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Shares) with respect to the treatment of the New Common Shares to be issued or delivered under the Plan under applicable securities laws. DTC or any transfer agent for the New Common Shares shall be required to accept and conclusively rely upon the Plan and this Order in lieu of a legal opinion regarding whether the New Common Shares to be issued or delivered under the Plan are exempt from registration or eligible for DTC book-entry delivery, settlement, and depository services, and whether the New Common Shares are, under the Plan, validly issued, fully paid, and non-assessable. Notwithstanding anything to the contrary in the Plan, no Entity (including DTC or any transfer agent for the New Common Shares) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Shares to be issued or delivered under the Plan are exempt from registration, and whether the New Common Shares were, under the Plan, validly issued, fully paid, and non-assessable.

**AA. Supplemental Information Pursuant to Section 1145(a)(4)**

132. The *Supplemental Information Pursuant to § 1145(a)(4) of the Bankruptcy Code with Respect to the Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, included in the Third Amended Plan Supplement as Exhibit I, is approved as “information supplementing [the] disclosure statement” for purposes of section 1145(a)(4) of the Bankruptcy Code.

**BB. First Day Relief**

133. Notwithstanding anything contained in this Order, the relief granted pursuant to the Court’s “first day” orders shall remain in full force and effect in accordance with

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their terms through the Effective Date. In addition, for the avoidance of doubt, as the Challenge Deadline (as defined in the DIP Orders) expired without a Challenge being commenced, none of the forms of adequate protection granted in the DIP Orders to the Prepetition Secured Parties (as defined in the DIP Orders) shall be subject to disgorgement or recharacterization as principal under the applicable Prepetition Secured Facilities Documents (as defined in the DIP Orders).

**CC. Section 1146 Exemption.**

134. Pursuant to and to the fullest extent provided in section 1146(a) of the Bankruptcy Code, (1) the issuance, transfer, or exchange of any securities, instruments, or documents, (2) the creation of any lien, mortgage, deed of trust, or other security interest, (3) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including, without limitation, any deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan or the reinvesting, transfer, or sale of any real or personal property of the Debtors pursuant to, in implementation of, or as contemplated in the Plan (whether to one or more of the Reorganized Debtors or otherwise), (4) the grant of collateral under the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, and the Exit ABL Facility Documents, and (5) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, this Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or

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recording fee, FCC filing or recording fee, other regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment. Consistent with the foregoing, this Order will order and direct each recorder of deeds or similar official for any county, city, or Governmental Unit in which any instrument hereunder is to be recorded to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

**DD. Nonseverability of Plan Provisions upon Confirmation.**

135. Each term and provision of the Plan, and the transactions related thereto as it heretofore may have been altered or interpreted by the Court is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified except as provided by the Plan or this Order; and (c) nonseverable and mutually dependent.

**EE. Binding Effect.**

136. Notwithstanding the possible applicability of Bankruptcy Rules 4001(a)(1), 3020(e), 6004(h), 7062, 9014, or otherwise, the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

**FF. Waiver or Estoppel.**

137. Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers filed before the Confirmation Date.

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**GG. Authorization to Consummate.**

138. The Debtors are authorized to consummate the Plan, including the Restructuring Transactions, at any time after the entry of this Order subject to the satisfaction or waiver of the conditions precedent to the Effective Date set forth in and in accordance with Article IX of the Plan.

**HH. Assumption of Executory Contracts.**

139. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption, assignment, or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety. For the avoidance of doubt, on the Effective Date, except as otherwise provided in the Plan, each Executory Contracts or Unexpired Leases shall be deemed assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease (a) was previously assumed, amended and assumed, assumed and assigned, or rejected by the applicable Debtors; (b) previously expired or was terminated pursuant to its own terms; (c) is the subject of a motion to reject such Executory Contract or Unexpired Lease that is pending on the Effective Date or (d) is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases (if any).

140. Any provision in an Executory Contract or Unexpired Lease that restricts, purports to restrict, or is breached or deemed breached by, the Executory Contract's or Unexpired Lease's assumption or assumption and assignment (including a "change of control" provision),

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shall be deemed modified or stricken such that the applicable counterparty shall not be entitled to terminate its Executory Contract or Unexpired Lease or to exercise any other rights on account of any default.

141. A counterparty to a rejected Executory Contract or Unexpired Lease must file any proof of Claim for damages resulting from the rejection of its Executory Contract or Unexpired Lease within thirty (30) days following entry of the order (including this Order, if applicable) approving such rejection. Any Claim arising from the rejection of an Executory Contract or Unexpired Lease for which a proof of Claim has not been filed with the Court within such time shall be automatically Disallowed, released, and discharged, and forever barred from assertion without the need for any objection or further notice to, or action, order, or approval of, the Court, and such Claim shall not be enforceable against the Debtors, the Estates or the Reorganized Debtors, as applicable. Any such Claim arising from the rejection of an Executory Contract or Unexpired Lease shall be classified as General Unsecured Claims and shall be treated in accordance with the Plan, the Bankruptcy Code, and applicable non-bankruptcy law.

## **II. Confirmation Notices.**

142. In accordance with Bankruptcy Rules 2002 and 3020(c), no later than seven days after the Effective Date, the Reorganized Debtors must cause notice of Confirmation and occurrence of the Effective Date (the “*Notice of Confirmation*”) to be served on all parties served with the Confirmation Hearing Notice. Mailing of the Notice of Confirmation in the time and manner set forth in this paragraph shall be good, adequate, and sufficient notice in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice is necessary.

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**JJ. No Discrimination.**

143. Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Debtors or Reorganized Debtors, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against the Debtors or Reorganized Debtors, or another Person or Entity with whom the Debtors or Reorganized Debtors have been associated, solely because such Debtor was a debtor under chapter 11 of the Bankruptcy Code, was insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors were granted a discharge), or did not pay a debt that is discharged hereby.

**KK. Effect of Non-Occurrence of Conditions to the Effective Date.**

144. Notwithstanding the entry of this Order, if Consummation does not occur, the Plan shall be null and void in all respects and nothing contained in the Restructuring Support Agreement, the Plan, or the Disclosure Statement shall: (1) constitute a waiver or release by the Debtors or any Holder of Claims or Interests of any Claim or Interest; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively; *provided* that all provisions of the Restructuring Support Agreement that survive termination thereof shall remain in effect in accordance with the terms thereof.

Debtors: United Site Services, Inc. *et al.*  
Case No.: 25-23630 (MBK)  
Caption of Order: Order (I) Approving the Adequacy of the Disclosure Statement and (II) Confirming the Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

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**LL. Post-Confirmation Modification of the Plan.**

145. Subject to obtaining the required consents in accordance with the provisions of the Restructuring Support Agreement, the Plan, and the Restructuring Transactions Memorandum, the Debtors are authorized to amend or modify the Plan at any time prior to its consummation, but only in accordance with section 1127 of the Bankruptcy Code and Article X.A of the Plan, without further order of this Court.

**MM. Final Order.**

146. This Order is a Final Order and the period within which an appeal must be filed will commence upon entry of this Order.

**NN. Effect of Conflict.**

147. This Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Order. If there is any inconsistency between the terms of the Plan and the terms of this Order, the terms of this Order govern and control.

**Exhibit A**

**Plan**