



Order Filed on February 27, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

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

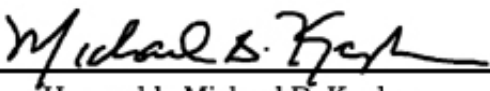
In re
UNITED SITE SERVICES, INC. et al.,¹
Debtors.

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

**ORDER (I) APPROVING
THE BACKSTOP COMMITMENT AGREEMENT,
(II) ALLOWING CERTAIN OBLIGATIONS THEREUNDER
AS ADMINISTRATIVE EXPENSES, AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through six (6), is
ORDERED.

DATED: February 27, 2026


Honorable Michael B. Kaplan
United States Bankruptcy Judge

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



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

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Debtors: United Site Services, Inc. *et al.*
Case No.: 25-23630 (MBK)
Caption of Order: Order (I) Approving the Backstop Commitment Agreement, (II) Allowing Certain Obligations Thereunder as Administrative Expenses, and (III) Granting Related Relief

Upon the motion (the “**Motion**”),¹ of the above-captioned Debtors for entry of an order (this “**Order**”) (i) approving the Backstop Commitment Agreement substantially in the form attached to the Motion as Exhibit B (the “**Backstop Commitment Agreement**”); (ii) authorizing the Debtors to enter into, perform under, and enforce the Backstop Commitment Agreement; (iii) allowing certain obligations under the Backstop Commitment Agreement as administrative expenses; (iv) waiving the 14-day stay under Bankruptcy Rule 6004(h); and (v) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion and to enter this Order pursuant to 28 U.S.C. § 1334; and these chapter 11 cases having been referred to this Court by standing order of the U.S. District Court for the District of New Jersey; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b) upon which this Court may enter a final order consistent with Article III of the U.S. Constitution; and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, consistent with the Bankruptcy Rules and the Local Rules; and after notice and a hearing, as defined in section 102 of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Order and the Debtors’ entry into and performance under the Backstop Commitment Agreement is an appropriate exercise of sound business judgment; and it appearing that entry of this Order is in the best interests of the Debtors’ estates; it is hereby **ORDERED** that:

1. The Motion is granted as set forth herein.
2. The Debtors’ entry into and performance under the Backstop Commitment Agreement is approved in all respects.

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

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Case No.: 25-23630 (MBK)

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3. The Backstop Commitment Agreement is valid, binding, and enforceable against the Debtors and the Commitment Parties from time to time party thereto in accordance with its terms.

4. The Debtors are authorized, but not directed, to enter into, perform under, and enforce the Backstop Commitment Agreement, and to take all actions reasonably necessary or desirable to effectuate the Backstop Commitment Agreement in accordance with its terms, including entry into any amendments necessary or desirable to effectuate CastleKnight's joinder to the Backstop Commitment Agreement.

5. The Debtors are authorized, but not directed, to enter into amendments to the Backstop Commitment Agreement as necessary from time to time, subject to the terms and conditions set forth in the Backstop Commitment Agreement and without further order of the Court.

6. The ERO Backstop Premium, the Restructuring Expenses, and the Indemnification Obligations are approved as reasonable and allowed as administrative expenses under sections 503(b) and 507 of the Bankruptcy Code, and shall not be subject to setoff, recharacterization, avoidance, or disallowance.

7. The ERO Backstop Premium, the Restructuring Expenses and the Indemnification Obligations shall not be discharged, modified, or otherwise affected by any chapter 11 plan of the Debtors, dismissal of these Chapter 11 Cases or conversion of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, nor shall any of such amounts be required to be disgorged upon reversal or modification on appeal of this Order.

8. The ERO Backstop Premium is fully earned, non-refundable, and non-avoidable upon entry of this Order and shall be paid in ERO Backstop Premium Shares at the Per Share Subscription Price on the Plan Effective Date, free and clear of any withholding or deduction for any applicable Taxes.

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9. Upon termination of the Backstop Commitment Agreement, other than termination by the Debtors due to a Commitment Party's material breach under Section 9.3(b) of the Backstop Commitment Agreement, the ERO Backstop Cash Premium of \$53,000,000 shall be due and payable to the non-breaching Commitment Parties or their Related Purchasers within three Business Days, allocated *pro rata* based on the Backstop Final Allocated Percentages (excluding any Defaulting Commitment Party), and shall constitute an allowed administrative expense claim under sections 503(b) and 507 of the Bankruptcy Code and shall not be subject to setoff, recharacterization, avoidance, or disallowance.

10. The Restructuring Expenses shall be paid as and when due under the Backstop Commitment Agreement, including payment of amounts accrued as of entry of this Order promptly as reasonably practicable after entry of this Order and payment of Restructuring Expenses thereafter at Closing or earlier termination of the Backstop Commitment Agreement, subject to any procedures set forth in the Backstop Commitment Agreement and any notice and objection procedures set forth in the Plan or the DIP Orders.

11. The Debtors are authorized to honor and perform the Indemnification Obligations without further order, subject to the terms, limitations, and procedures in the Backstop Commitment Agreement.

12. The terms and provisions of this Order shall be binding in all respects on all parties in the Chapter 11 Cases, the Debtors, their estates and all successors and assigns thereof, including any chapter 7 trustee or chapter 11 trustee appointed in any of these cases or after conversion of any of these cases to cases under chapter 7 of the Bankruptcy Code.

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

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14. Notwithstanding Bankruptcy Rules 4001(a)(4), 6004(h), and 3020 or any other provision of the Bankruptcy Rules or Local Rules, this Order shall be effective and enforceable immediately upon its entry.

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

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