

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey
(State)

Case number (if known): _____ Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name PECF USS Intermediate Holding II Corporation

2. All other names debtor used in the last 8 years N/A
Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN) 8 7 - 3 3 1 5 3 6 8

4. Debtor's address

Principal place of business			Mailing address, if different from principal place of business		
<u>118 Flanders Road</u> Number Street			<u>N/A</u> Number Street		
<u>Suite 1000</u>			<u>_____</u> P.O. Box		
<u>Westborough</u> City	<u>MA</u> State	<u>01581</u> ZIP Code	<u>_____</u> City	<u>_____</u> State	<u>_____</u> ZIP Code
<u>Worcester County</u> County			Location of principal assets, if different from principal place of business <u>_____</u> Number Street <u>_____</u> City State ZIP Code		

5. Debtor's website (URL) UnitedSiteServices.com



Debtor PECF USS Intermediate Holding II Corporation Case number (if known) _____
Name

6. Type of debtor

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____

7. Describe debtor's business

A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5 6 2 9

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
☐ Chapter 9

☒ Chapter 11. *Check all that apply:*

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
☒ A plan is being filed with this petition.
☒ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- ☒ No

☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY
District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

Debtor PECF USS Intermediate Holding II Corporation Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

☐ No

☒ Yes. Debtor See Rider 1 Relationship Affiliate
District New Jersey When Date Hereof
MM / DD / YYYY
Case number, if known _____

List all cases. If more than 1, attach a separate list.

11. Why is the case filed in this district?

Check all that apply:

- ☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property?

Number _____ Street _____
City _____ State ZIP Code _____

Is the property insured?

☐ No

☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors
(on a consolidated basis)

- | | | |
|----------------------------------|--|---|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input checked="" type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

PECF USS Intermediate Holding II Corporation

Debtor

Name

Case number (if known)

15. Estimated assets
(on a consolidated basis,
based on estimated unaudited
financial statements
as of 09/2025)

☐ \$0-\$50,000
☐ \$50,001-\$100,000
☐ \$100,001-\$500,000
☐ \$500,001-\$1 million

☐ \$1,000,001-\$10 million
☐ \$10,000,001-\$50 million
☐ \$50,000,001-\$100 million
☐ \$100,000,001-\$500 million

☐ \$500,000,001-\$1 billion
☒ \$1,000,000,001-\$10 billion
☐ \$10,000,000,001-\$50 billion
☐ More than \$50 billion

16. Estimated liabilities
(on a consolidated basis,
based on estimated unaudited
financial statements
as of 09/2025)

☐ \$0-\$50,000
☐ \$50,001-\$100,000
☐ \$100,001-\$500,000
☐ \$500,001-\$1 million

☐ \$1,000,001-\$10 million
☐ \$10,000,001-\$50 million
☐ \$50,000,001-\$100 million
☐ \$100,000,001-\$500 million

☐ \$500,000,001-\$1 billion
☒ \$1,000,000,001-\$10 billion
☐ \$10,000,000,001-\$50 billion
☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of
authorized representative of
debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/29/2025
MM / DD / YYYY

X John Hafferty
Signature of authorized representative of debtor

John Hafferty
Printed name

Title Authorized Signatory

18. Signature of attorney

X Michael D. Sirota
Signature of attorney for debtor

Date 12/29/2025
MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

25 Main Street, Court Plaza North
Number Street

Hackensack
City

NJ 07601
State ZIP Code

1 (201) 489-3000
Contact phone

MSirota@ColeSchotz.com
Email address

014321986
Bar number

NJ
State

RIDER 1 TO VOLUNTARY PETITION

On the date hereof, each of the affiliated entities listed below (collectively, the “**Debtors**”) has filed or will file a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of United Site Services, Inc.

Debtor	
1.	Johnny on the Spot, LLC
2.	Northeast Sanitation, Inc.
3.	PECF USS Intermediate Holding II Corporation
4.	PECF USS Intermediate Holding III Corporation
5.	Portable Holding Corporation
6.	Portable Intermediate Holding Corporation
7.	Portable Intermediate Holding II Corporation
8.	Russell Reid Waste Hauling and Disposal Service Co., Inc.
9.	United Site National Services Company
10.	United Site Services, Inc.
11.	United Site Services of California, Inc.
12.	United Site Services of Colorado, Inc.
13.	United Site Services of Florida, LLC
14.	United Site Services of Louisiana, Inc.
15.	United Site Services of Maryland, Inc.
16.	United Site Services of Mississippi, LLC
17.	United Site Services of Nevada, Inc.
18.	United Site Services Northeast, Inc.
19.	United Site Services of Texas, Inc.
20.	USS Ultimate Holdings, Inc.
21.	Vortex Holdco, LLC
22.	Vortex Opco, LLC

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

In re

**PECF USS INTERMEDIATE HOLDING II
CORPORATION,¹**

Debtor.

Case No. 25-[●] (●)

Chapter 11

(Joint Administration Requested)

LIST OF EQUITY SECURITY HOLDERS

Equity Holder	Last Known Address	Percentage of Equity Held
PECF USS Intermediate Holding Corporation	118 Flanders Road Suite 1000 Westborough, MA 01581	100%

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

In re

**PECF USS INTERMEDIATE HOLDING II
CORPORATION,**

Debtor.

Case No. 25-[●] (●)

Chapter 11

(Joint Administration Requested)

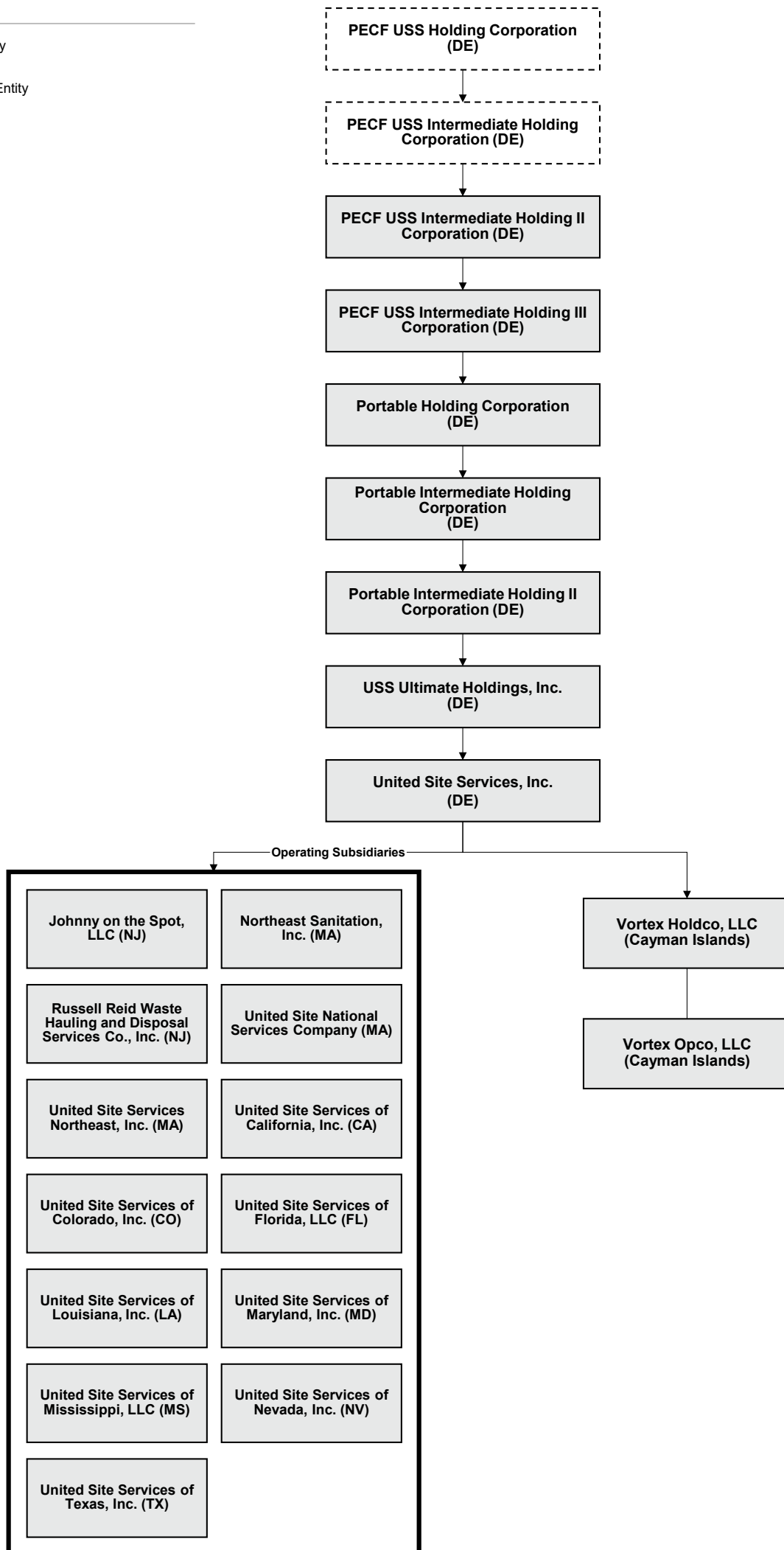
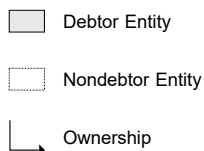
CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, attached as **Exhibit A** is an organizational chart reflecting all ownership interests. The following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Hold
PECF USS Intermediate Holding Corporation	100%

EXHIBIT A TO CORPORATE OWNERSHIP STATEMENT
CORPORATE ORGANIZATION CHART

Legend



Fill in this information to identify the case:

Debtor name United Site Services, Inc. et. al.
 United States Bankruptcy Court for the: _____ District of New Jersey
 (State)
 Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders¹

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff ²	Unsecured claim ³
1. UMB BANK, N.A. 1412 BROADWAY NEW YORK, NY, 10018	ATTN: SETH J. KLEINMAN EMAIL: SKLEINMAN@BENESCHLAW.COM PHONE: 872-302-6453	Amended First Lien Term Loan	Contingent, Unliquidated	UNDETERMINED	UNDETERMINED	UNDETERMINED
2. BANK OF AMERICA, N.A. GATEWAY VILLAGE - 900 BUILDING 900 W TRADE STREET CHARLOTTE, NC, 28255-0001	ATTN: JOEL MOSS, JORDAN WISHNEW EMAIL: JMOSS@CAHILL.COM, JWISHNEW@CAHILL.COM PHONE: 212-701-3668, 212-701-3450	Second Out Loans	Contingent, Unliquidated	UNDETERMINED	UNDETERMINED	UNDETERMINED
3. WILMINGTON TRUST, N.A. 1100 NORTH MARKET STREET WILMINGTON, DE, 19890	ATTN: KURT F. GWYNNE, CAMERON A. CAPP EMAIL: KGWYNNE@REEDSMITH.COM, CCAPP@REEDSMITH.COM PHONE: 212-549-0230, 302-778-7567	Third Out Notes	Contingent, Unliquidated	UNDETERMINED	UNDETERMINED	UNDETERMINED
4. WILMINGTON TRUST, N.A. 1100 NORTH MARKET STREET WILMINGTON, DE, 19890	ATTN: KURT F. GWYNNE, CAMERON A. CAPP EMAIL: KGWYNNE@REEDSMITH.COM, CCAPP@REEDSMITH.COM PHONE: 212-549-0230, 302-778-7567	Unsecured Notes				\$ 133,000,000
5. SATELLITE INDUSTRIES INC 2530 XENIUM LN N PLYMOUTH, MN, 55441-3695	ATTN: CHARLIE SENECA TITLE: PRESIDENT EMAIL: CHARLIES@SATELLITEINDUSTRIES.COM PHONE: 763-553-1900	Trade Payable				\$ 8,820,029
6. PENSKE TRUCK LEASING CO LP 2675 MORGANTOWN ROAD READING, PA, 19607	ATTN: JEFF JACKSON TITLE: PRESIDENT EMAIL: JEFF.JACKSON@PENSKE.COM PHONE: 610-775-6000	Trade Payable				\$ 4,959,143

¹ The information herein shall not constitute an admission of liability by, nor is it binding on, any Debtors with respect to all or any portion of the claims listed below. Moreover, nothing herein shall affect the Debtors' right to challenge the amount or characterization of any claim at a later date.

² The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

³ This schedule omits certain disputed claims arising from pending or threatened litigation, to which the Debtors cannot reasonably ascribe a value.

Debtor United Site Services, Inc. et al. Case number (if known) _____
Name

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff ²	Unsecured claim ³
7. ALIX PARTNERS, LLP 2000 TOWN CENTER, SUITE 2400 SOUTHFIELD, MI, 48075	ATTN: JOANNE TAYLOR TITLE: PARTNER AND MANAGING DIRECTOR EMAIL: JOTAYLOR@ALIXPARTNERS.COM PHONE: 212-490-2500	Trade Payable				\$ 4,104,238
8. ENTERPRISE FM TRUST 600 CORPORATE PARK DR ST. LOUIS, MO, 63105	ATTN: BRYAN TAYLOR TITLE: SENIOR VICE PRESIDENT EMAIL: BRYAN.TAYLOR@EHL.COM PHONE: 314-512-5000	Trade Payable				\$ 1,254,439
9. LUX FACILITIES 215 GAGE DR STE J #1007 HOLLISTER, MO, 65672	ATTN: JAY EDWARDS TITLE: OPERATIONS MANAGER EMAIL: INFO@LUXFACILITIES.COM PHONE: 417-501-5597	Trade Payable				\$ 892,979
10. SUNBELT RENTALS INC 5701 CHAPEL HILL RD RALEIGH, NC, 27607-5103	ATTN: BRENDAN HORGAN TITLE: CEO EMAIL: BRENDAN.HORGAN@SUNBELTRENTALS.COM PHONE: 317-782-1039	Trade Payable				\$ 749,757
11. AHEAD, INC 444 W. LAKE STREET, SUITE 3000 CHICAGO, IL, 60606	ATTN: DANIEL ADAMANY TITLE: CEO EMAIL: DANIEL.ADAMANY@THINKAHEAD.COM PHONE: 312-924-4492	Trade Payable				\$ 740,940
12. HERC RENTALS INC 27500 RIVERVIEW CENTER BLVD SUITE 100 BONITA SPRINGS, FL, 34134	ATTN: LARRY SILBER TITLE: PRESIDENT AND CEO EMAIL: LSILBER@HERTZEQUIP.COM PHONE: 317-849-5124	Trade Payable				\$ 528,381
13. STRAN & COMPANY, INC 500 VICTORY RD, SUITE 301 QUINCY, MA, 02171	ATTN: ANDY SHAPE TITLE: PRESIDENT AND CEO EMAIL: ANDYSHAPE@STRAN.COM PHONE: 617-822-6950	Trade Payable				\$ 478,282
14. GOOGLE INC 1600 AMPHITHEATRE PARKWAY MOUNTAIN VIEW, CA, 94043	ATTN: ANAT ASHKENAZI TITLE: CFO EMAIL: ASHKENAZI@GOOGLE.COM PHONE: 650-253-0000	Trade Payable				\$ 451,372
15. AMAZON BUSINESS 410 TERRY AVENUE SEATTLE, WA, 98109	ATTN: MARCUS MOUNIR HANANA TITLE: CFO EMAIL: MARCUSH@AMAZON.COM PHONE: 888-280-4331	Trade Payable				\$ 431,177
16. AUTOMOTIVE RENTALS INC 4001 LEADENHALL ROAD MOUNT LAUREL, NJ, 08054	ATTN: BOB WHITE TITLE: PRESIDENT EMAIL: BOB.WHITE@HOLMAN.COM PHONE: 856-778-1500	Trade Payable				\$ 397,934
17. LYTX INC 9785 TOWNE CENTRE DRIVE SAN DIEGO, CA, 92121	ATTN: CHRIS CABRERA TITLE: CEO EMAIL: CHRIS.CABRERA@LYTX.COM PHONE: 866-419-5861	Trade Payable				\$ 345,256
18. UKG INC 900 CHELMSFORD STREET LOWELL, MA, 01851	ATTN: JENNIFER MORGAN TITLE: CEO EMAIL: JENNIFER.MORGAN@UKG.COM PHONE: 800-225-1561	Trade Payable				\$ 329,592

Debtor United Site Services, Inc. et al. Case number (if known) _____
Name

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff ²	Unsecured claim ³
19. NEW ERA TECHNOLOGY NE 2 BATTERYMARCH PARK, STE 401 QUINCY, MA, 02169	ATTN: DAVE HART TITLE: CHAIRMAN & CEO EMAIL: DAVE.HART@NEWERATECH.COM PHONE: 617-367-7474	Trade Payable				\$ 312,196
20. SUSTAIN, LLC 4684 BENTWOOD RD NEW WATERFORD, OH, 44445	ATTN: MARK BRENNER TITLE: CEO EMAIL: MARC.BRENNER@SUSTAINENVIRONMENTAL.COM PHONE: 216-586-6697	Trade Payable				\$ 297,500
21. LIFE INSURANCE COMPANY OF NORTH AMERICA 51 MADISON AVENUE NEW YORK, NY, 10010	ATTN: ERIC FELDSTEIN TITLE: EXECUTIVE VP & CFO EMAIL: ERIC_FELDSTEIN@NEWYORKLIFE.COM PHONE: 800-225-5695	Trade Payable				\$261,963
22. CRK VENTURE AND CONSULTANTS 3719 WATSEKA AVE LOS ANGELES, CA, 90034	ATTN: ROHIT NANNAGARI TITLE: OWNER EMAIL: RNANNAGARI@GMAIL.COM PHONE: 650-206-9466	Trade Payable				\$ 239,400
23. PEOPLEREADY INC 1015 A STREET TACOMA, WA, 98402	ATTN: KRISTY WILLIS TITLE: PRESIDENT EMAIL: KWILLIS@PEOPLEREADY.COM PHONE: 818-753-2850	Trade Payable				\$ 227,793
24. UNIFIRST CORPORATION 1201 N JOHN STOCKBAUER DR VICTORIA, TX, 77901	ATTN: STEVEN SINTROS TITLE: PRESIDENT & CEO EMAIL: STEVEN_SINTROS@UNIFIRST.COM PHONE: 615-399-5253	Trade Payable				\$ 221,380
25. AW SITE SERVICES LLC 16150 MAIN ST N JACKSONVILLE, FL, 32218	ATTN: ERICA SAYO TITLE: NATIONAL MVP MANAGER EMAIL: ESAYO@ASAPMARKETPLACE.COM PHONE: 888-413-5105	Trade Payable				\$ 218,601
26. AM TRANSPORTATION LLC 1332 LOUISIANA STREET MEMPHIS, TN, 38106	ATTN: EVAN SCHNEIDER TITLE: OWNER EMAIL: EVAN@AMTRANSPON.COM PHONE: 978-772-3900	Trade Payable				\$ 215,077
27. DIGITAL INSURANCE LLC 200 GALLERIA PARKWAY, STE 1950 ATLANTA, GA, 30339	ATTN: JULIE CAPE TITLE: SENIOR VICE PRESIDENT EMAIL: JULIE.CAPE@DIGITALINSURANCE.COM PHONE: 770-250-3000	Trade Payable				\$ 193,306
28. TULLY ENVIRONMENTAL, INC. 15 GREENE STREET BAY SHORE, NY, 11706	ATTN: PETER TULLY TITLE: PRESIDENT EMAIL: PTULLY@TULLYGROUP.US PHONE: 631-586-0002	Trade Payable				\$ 188,579
29. ZTERS INC 13727 OFFICE PARK DRIVE HOUSTON, TX, 77070	ATTN: CHAD FARLEY TITLE: CEO EMAIL: CHAD@ZTERS.COM PHONE: 281-378-4216	Trade Payable				\$ 172,703
30. WIND RIVER ENVIRONMENTAL, LLC 31 WELCH PARK DR BERLIN, VT, 05602	ATTN: DAVID PARRY TITLE: CEO EMAIL: DPARRY@WRENVIRONMENTAL.COM PHONE: 978-841-5057	Trade Payable				\$ 171,493

Fill in this information to identify the case and this filing:

Debtor Name PECF USS Intermediate Holding II Corporation
United States Bankruptcy Court for the: _____ District of New Jersey
(State)
Case number (If known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- ☐ Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- ☐ Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- ☐ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- ☐ Schedule H: Codebtors (Official Form 206H)
- ☐ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☒ Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- ☒ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/29/2025
MM / DD / YYYY

x John Hafferty
Signature of individual signing on behalf of debtor

John Hafferty
Printed name

Authorized Signatory
Position or relationship to debtor

PECF USS INTERMEDIATE HOLDING II CORPORATION,
PECF USS INTERMEDIATE HOLDING III CORPORATION,
PORTABLE HOLDING CORPORATION,
PORTABLE INTERMEDIATE HOLDING CORPORATION,
PORTABLE INTERMEDIATE HOLDING II CORPORATION,
USS ULTIMATE HOLDINGS, INC. AND
UNITED SITE SERVICES, INC.

SECRETARY'S CERTIFICATE

December 28, 2025

I, John Holland, the undersigned Secretary of each of (i) PECF USS Intermediate Holding II Corporation, a Delaware corporation, (ii) PECF USS Intermediate Holding III Corporation, a Delaware corporation, (iii) Portable Holding Corporation, a Delaware corporation, (iv) Portable Intermediate Holding Corporation, a Delaware corporation, (v) Portable Intermediate Holding II Corporation, a Delaware corporation, (vi) USS Ultimate Holdings, Inc., a Delaware corporation, and (vii) United Site Services, Inc., a Delaware corporation (collectively, the “Companies”), hereby certify that, on December 26, 2025, the following resolutions attached hereto as Exhibit A were duly adopted by the Boards of Directors of each of the Companies at a joint meeting of such Boards of Directors, and recorded in the minute book of each of the Companies, and that they have not been amended, modified, or rescinded and, accordingly, are in full force and effect as of the date hereof.

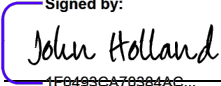
Signed by:

By: _____
Name: John Holland
Title: Secretary

EXHIBIT A

**JOINT RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
PECF USS INTERMEDIATE HOLDING II CORPORATION,
PECF USS INTERMEDIATE HOLDING III CORPORATION,
PORTABLE HOLDING CORPORATION,
PORTABLE INTERMEDIATE HOLDING CORPORATION,
PORTABLE INTERMEDIATE HOLDING II CORPORATION,
USS ULTIMATE HOLDINGS, INC. AND
UNITED SITE SERVICES, INC.**

December 26, 2025

WHEREAS, all of the members of the boards of directors (each a “Governing Body”) of each of (i) PECF USS Intermediate Holding II Corporation, a Delaware corporation, (ii) PECF USS Intermediate Holding III Corporation, a Delaware corporation, (iii) Portable Holding Corporation, a Delaware corporation, (iv) Portable Intermediate Holding Corporation, a Delaware corporation, (v) Portable Intermediate Holding II Corporation, a Delaware corporation, (vi) USS Ultimate Holdings, Inc., a Delaware corporation, and (vii) United Site Services, Inc., a Delaware corporation (each, a “Company”, and together, the “Companies”), along with their legal and financial advisors, has considered the liquidity, financial and operational condition, including capital resources, and sources and uses of cash, of such Company and its subsidiaries and affiliates and its current lending arrangements in respect to meeting such Company’s short-term liquidity needs;

WHEREAS, the Governing Body of each Company has reviewed the historical performance and results of such Company, the market in which such Company operates, its current, short-term and long-term future liquidity needs, its business prospects and its current and long-term liabilities;

WHEREAS, the Governing Body of each Company has considered and evaluated other lending arrangements and sources of liquidity in meeting such Company’s short-term liquidity needs;

WHEREAS, the Governing Body of each Company has reviewed the materials presented by such Company’s financial, operative, legal and other advisors and has engaged in numerous and extensive discussions (including, without limitation, with its management and such advisors) regarding, and have had the opportunity to fully consider, such Company’s financial condition, including its capital resources and uses of cash, liabilities and liquidity position, the strategic alternatives available to it, the impact of the foregoing on such Company’s business and operations and the advisability of entering into restructuring arrangements;

WHEREAS, the Governing Body of each Company has had the opportunity to consult with officers of such Company and the financial advisors, attorneys, and other advisors and to fully consider the proposed restructuring and recapitalization transactions with respect to the Companies’ capital structure on the terms and conditions set forth in that certain Restructuring Support Agreement, by and among each Company Entity (as defined in the RSA) and the Consenting Stakeholders (as defined in the RSA), substantially in the form attached hereto as

Exhibit A (as may be amended, restated, amended and restated, modified, or otherwise supplemented from time to time, the “RSA”) and as specified in the form of the “prepackaged” chapter 11 plan of reorganization attached thereto (as may be amended, restated, amended and restated, modified, or otherwise supplemented from time to time, and including all exhibits, annex and schedules attached thereto, the “Plan”, and such transactions as described in the RSA and the Plan, the “Restructuring Transactions”) and other strategic alternatives available to such Company and deems it advisable and in the best interests of such Company and its creditors and other parties in interest to enter into the RSA and all exhibits, schedules, attachments, and ancillary documents, and agreements related thereto, providing for the implementation of the Restructuring Transactions through a pre-packaged plan of reorganization within voluntary cases (the “Chapter 11 Cases”) in the U.S. Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), under chapter 11 of title 11 of the U.S. Code (such title, the “Bankruptcy Code”) in accordance with the terms of the RSA;

WHEREAS, the RSA provides that, if any Company Entity receives an unsolicited Non-RSA Restructuring Proposal (as defined in the RSA), such Company Entity and its respective directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives (including any Governing Body members) shall have the right to: (i) consider, respond to, facilitate, and negotiate any such unsolicited Non-RSA Restructuring Proposal; (ii) provide access to non-public information concerning any Company Entity to any entity proposing such Non-RSA Restructuring Proposal and enter into any confidentiality agreement with such entity in connection therewith; (iii) maintain or continue discussions or negotiations with respect to such unsolicited Non-RSA Restructuring Proposals; and (iv) otherwise cooperate with, assist, or participate in any inquiries, proposals, discussions, or negotiations of such Non-RSA Restructuring Proposal;

WHEREAS, the Governing Body of each Company is aware of the material facts related to the Restructuring Transactions contemplated by the RSA and has had an adequate opportunity to ask questions regarding, and to investigate, the nature of the relationships and/or the interests that certain members of certain of the Governing Bodies who are employed by affiliates of certain parties to the RSA have with and in such Company in connection with the Restructuring Transactions contemplated by the RSA;

WHEREAS, the Governing Body of each Company deems it advisable and in the best interests of such Company and its creditors and other parties in interest to consummate the Restructuring Transactions pursuant to the RSA;

WHEREAS, the RSA provides that nothing shall require a Company or its Governing Body to take or refrain from taking any action to the extent such Governing Body determines in good faith after consultation with outside counsel that taking or refraining from taking such action, as applicable, would be inconsistent with the exercise of such Governing Body’s fiduciary obligations under applicable law or a violation of applicable law;

WHEREAS, the Governing Body of each Company has reviewed and considered entry into and performance under a backstop commitment agreement substantially in the form attached hereto as Exhibit B (the Backstop Commitment Agreement”), pursuant to which certain parties will commit to fund a certain percentage of an equity rights offering in an aggregate offering

amount of up to \$480 million (the “Equity Rights Offering”) and fully backstop the Equity Rights Offering by agreeing to purchase for cash all unsubscribed shares of common stock to be issued by Reorganized Parent (as defined in the Plan) through the Equity Rights Offering;

WHEREAS, the management and advisors of each Company have negotiated the terms of the Backstop Commitment Agreement and Equity Rights Offering, the key terms of which have been discussed with each Governing Body;

WHEREAS, each Governing Body has been presented with a draft of a commitment letter providing for a senior secured superpriority debtor in possession credit facility (the “DIP Facility”) on the terms set forth in the commitment letter and annexed term sheet substantially in the form attached hereto as Exhibit C (the “DIP Commitment Letter”), to be entered into among PECF USS Intermediate Holding III Corporation (the “Borrower”), PECF USS Intermediate Holding II Corporation, the other guarantors party thereto, the lenders thereto (the “DIP Lenders”) and Wilmington Savings Fund Society, FSB, as the administrative agent and collateral agent (the “DIP Facility Agent”);

WHEREAS, the obligation of the DIP Lenders to make certain extensions of credit is subject to the Issuer and each other facility guarantor having satisfied certain conditions described in the DIP Commitment Letter;

WHEREAS, the management and advisors of each Company have negotiated the terms of the DIP Commitment Letter, the key terms of which have been discussed with each Governing Body;

WHEREAS, each Governing Body has determined that the transactions contemplated by the DIP Commitment Letter are in the best interest of each Company and that it is in the best interest of such Company to (i) execute and deliver the DIP Commitment Letter and any other document or agreement to which it is contemplated to become a party pursuant to the DIP Commitment Letter and the DIP Credit Documents (as defined below) and (ii) authorize the Authorized Persons (as defined below) of each such Company to take any and all actions as any such Authorized Person may deem appropriate to effect the transactions contemplated by the DIP Commitment Letter;

WHEREAS, each Company has considered the importance of retaining outside legal, operative and financial advisors and any other professionals required to assist during the restructuring process; and

WHEREAS, the Governing Body of each Company has determined that taking the actions set forth below are advisable and in the best interests of such Company to preserve and protect its ordinary course of business and therefore desires to approve the following resolutions:

Approval of the Restructuring Support Agreement

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests of each Company, its creditors and other parties in interest, to enter into the RSA, and that such Company’s performance of its obligations under the RSA, including the commencement of solicitation of the Plan pursuant to section 1125(g) of the Bankruptcy Code (the “Solicitation”),

and all other exhibits, schedules, attachments, and ancillary documents or agreements related to the RSA, is, in all respects, authorized and approved;

BE IT FURTHER RESOLVED, that each Company's respective officers are authorized and directed to take all actions necessary or advisable to negotiate and finalize the RSA, to enter into and perform the RSA (including commencement of the Solicitation), and to consummate the Restructuring Transactions contemplated by the RSA;

BE IT FURTHER RESOLVED, that each of Bobby Creason, John J. Hafferty, and Jeff G. Dunlop, on behalf of each Company, and each Company's respective officers and their respective designees or delegates (such persons for each applicable Company, together with Bobby Creason, John J. Hafferty, and Jeff G. Dunlop, and any successors-in-office to the foregoing persons, the "Authorized Persons") is authorized and directed to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) and to pay or cause to be paid all fees and expenses (including, without limitation, legal, financial, advisory and auditors' fees and expenses) necessary or advisable to finalize the RSA and to perform all the transactions contemplated by the RSA (including commencement of the Solicitation), that in the judgment of the applicable Authorized Person, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof);

BE IT FURTHER RESOLVED, that any and all acts taken and any and all agreements or other instruments executed and delivered on behalf of each Company by any Authorized Person of such Company prior to the adoption hereof with regard to the RSA, or any of the Restructuring Transactions contemplated thereby, be, and each hereby is, authorized, confirmed, adopted and, in all respects, approved;

Approval of the Backstop Commitment Agreement

BE IT FURTHER RESOLVED, that it is desirable and in the best interests of each Company, its creditors and other parties in interest, to enter into the Backstop Commitment Agreement, commence the Equity Rights Offering and consummate the transactions contemplated thereby, and that such Company's performance of its obligations under the Equity Rights Offering and Backstop Commitment Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, is, in all respects, authorized and approved;

BE IT FURTHER RESOLVED, that each Company's respective officers are authorized and directed to take all actions necessary or advisable to negotiate and finalize the Equity Rights Offering and Backstop Commitment Agreement, to enter into and perform the Equity Rights Offering and Backstop Commitment Agreement, and to consummate the transactions contemplated thereby;

BE IT FURTHER RESOLVED, that each of the Authorized Persons is authorized and directed to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) and to pay or

cause to be paid all fees and expenses (including, without limitation, legal, financial, advisory and auditors' fees and expenses) necessary or advisable to finalize the Backstop Commitment Agreement and to perform all the transactions contemplated thereby, including (without limitation) to consummate the Equity Rights Offering, that in the judgment of the applicable Authorized Person, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof);

BE IT FURTHER RESOLVED, that any and all acts taken and any and all agreements or other instruments executed and delivered on behalf of each Company by any Authorized Person of such Company prior to the adoption hereof with regard to the Backstop Commitment Agreement or the Equity Rights Offering, be, and hereby is, authorized, confirmed, adopted and, in all respects, approved;

DIP Commitment Letter and DIP Credit Documents

BE IT FURTHER RESOLVED, that the DIP Commitment Letter, the performance of the obligations under the DIP Commitment Letter by each Company and the consummation of the transactions contemplated by the DIP Commitment Letter, be, and hereby are, in all respects authorized and approved, and each of the Authorized Persons is authorized to execute and deliver the DIP Commitment Letter and each other instrument or document contemplated by the DIP Commitment Letter or otherwise necessary in contemplation of the DIP Facility, in the name and on behalf of the Companies, with such changes or additions to the DIP Commitment Letter and any additional documents in connection with the DIP Facility as the Authorized Person executing the same may approve (the execution and delivery of the DIP Commitment Letter and any additional documents in connection with the DIP Facility by any such Authorized Person with any such changes or additions to be conclusive evidence of such approval);

BE IT FURTHER RESOLVED, that each Company, as a debtor and a debtor in possession under the Bankruptcy Code be, and is, authorized to incur the adequate protection obligations, and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Commitment Letter, including granting liens on its assets to secure such obligations;

BE IT FURTHER RESOLVED, that each Company will obtain benefits from (a) the use of collateral which is security for the secured parties under the DIP Facility, and (b) the incurrence of debtor-in-possession financing obligations under the DIP Facility, as documented by that certain debtor-in-possession credit agreement (the "DIP Credit Agreement" and together with other documents entered into in connection therewith, collectively, the "DIP Credit Documents"), which are necessary and convenient to the conduct, promotion and attainment of the business of such Company;

BE IT FURTHER RESOLVED, that the granting of security interests by each applicable Company in all property now or hereafter owned by such Company as contemplated by the DIP Credit Documents and any other agreements, documents or filings that the DIP Facility Agent determines are necessary, appropriate or desirable pursuant to the terms of the DIP Credit Documents be, and are, in all respects, authorized and approved;

BE IT FURTHER RESOLVED, that each of the Authorized Persons is authorized and empowered in the name of, and on behalf of, the Companies to file or to authorize the DIP Facility Agent to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of the Companies that the DIP Facility Agent reasonably requests with respect to any lien or security interest granted under the DIP Orders and the DIP Credit Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Companies and such other filings in respect of intellectual and other property of the Companies, in each case as the DIP Facility Agent may reasonably request to perfect the security interests of the DIP Facility Agent under the DIP Orders;

BE IT FURTHER RESOLVED, that each of the Authorized Persons is authorized, directed and empowered in the name and on behalf of each applicable Company, as debtors and debtors in possession, to guarantee the obligations under the DIP Commitment Facility and the other DIP Credit Documents (the “DIP Obligations”) on behalf of itself or on behalf of its subsidiaries, as applicable, to assign, transfer, pledge and grant, or to continue to assign, transfer, pledge and grant, to the DIP Facility Agent, for the ratable benefit of the respective or applicable secured parties, a security interest in all or substantially all the assets of each Company, as collateral security for the prompt and complete payment and performance when due of the DIP Obligations under the DIP Facility and the other DIP Credit Documents to which each Company is a party and to take or cause to be taken any such actions as may be necessary, appropriate or desirable to cause each such Company to create, perfect and maintain a security interest in each of its respective property or assets constituting collateral as described or contemplated in the DIP Credit Documents;

BE IT FURTHER RESOLVED, that each of the Authorized Persons is authorized and empowered to take all such further actions including, without limitation, to pay all fees and expenses in accordance with the terms of the DIP Credit Documents, to arrange for and enter into supplemental agreements, instruments, certificates or documents relating to the transactions contemplated by the DIP Commitment Letter or any of the DIP Credit Documents and to execute and deliver all such supplemental agreements, instruments, certificates or documents in the name and on behalf of such Company under its corporate seal or otherwise, which shall in their sole judgment be necessary, proper or advisable in order to perform such Company’s DIP Obligations under or in connection with the DIP Facility or any of the DIP Credit Documents and the transactions contemplated by the DIP Credit Documents, and to carry out fully the intent of the foregoing resolutions, in such form and with such terms as shall be approved by the Authorized Person executing the same, with such execution by said Authorized Person to constitute conclusive evidence of his or her approval of the terms thereof;

BE IT FURTHER RESOLVED, that each of the Authorized Persons is authorized and empowered to execute and deliver any amendments, amendment and restatements, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Commitment Letter or any of the DIP Credit Documents that shall, in their sole judgment, be necessary, proper or advisable, in such form and with such terms as shall be approved by the

Authorized Person executing the same, with such execution by said Authorized Person to constitute conclusive evidence of his or her approval of the terms thereof;

BE IT FURTHER RESOLVED, that for all transactions authorized above, each of the Authorized Persons is authorized to open an account or accounts with such third parties as they deem necessary or desirable for the purpose of engaging in such transactions, and the other party to such transactions is authorized to act upon any verbal or written orders and instructions from the Authorized Persons in connection with such accounts and transactions;

Approval of Chapter 11 Cases

BE IT FURTHER RESOLVED, that the Governing Body of each Company has determined that it is desirable and in the best interests of such Company and its respective creditors and other parties in interest that such Company file or cause to be filed a voluntary petition for relief under the Bankruptcy Code commencing the Chapter 11 Cases in the Bankruptcy Court;

BE IT FURTHER RESOLVED, that each of the Authorized Persons of each Company is authorized, empowered and directed to execute and file, or cause to be filed, with the bankruptcy court, for such Company, all petitions, schedules, lists, motions, applications, pleadings and any other necessary papers or documents, including any amendments thereto, and to take any and all action and perform any and all further deeds that they deem necessary or proper to obtain chapter 11 bankruptcy relief or in connection with the Chapter 11 Cases, with a view to the successful prosecution of the Chapter 11 Cases, including the negotiation of such additional agreements, modifications, supplements, reports, documents, instruments, applications, notes, or certificates that may be required and/or the payment of all fees, consent payments, taxes, and other expenses as any such Authorized Person, in their sole discretion, may approve or deem necessary, appropriate, or desirable in order to carry out the intent and accomplish the purposes of the resolutions herein and the transactions contemplated thereby;

Approval of the Retention of Advisors

BE IT FURTHER RESOLVED, that each of the Authorized Persons of each Company is authorized, empowered and directed to employ the law firm of Milbank LLP as general bankruptcy counsel to represent and advise such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations, including filing any pleadings in connection with the Chapter 11 Cases and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Cases, and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Milbank LLP;

BE IT FURTHER RESOLVED, that each of the Authorized Persons of each Company is authorized, empowered and directed to employ on behalf of such Company the firm of PJT Partners LP, as investment banker to represent and assist such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its

rights and obligations in connection with the Chapter 11 Cases and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Cases and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of PJT Partners LP;

BE IT FURTHER RESOLVED, that each of the Authorized Persons of each Company is authorized, empowered and directed to employ on behalf of such Company the firm of Alvarez & Marsal North America, LLC, as financial advisor to represent and assist such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations in connection with the Chapter 11 Cases and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Cases and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Alvarez & Marsal North America, LLC;

BE IT FURTHER RESOLVED, that each of the Authorized Persons of each Company is authorized, empowered and directed to employ on behalf of such Company the firm of Kurtzman Carson Consultants, LLC dba Verita Global, as notice and claims agent to represent and assist such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations in connection with the Chapter 11 Cases and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Cases and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Kurtzman Carson Consultants, LLC dba Verita Global;

BE IT FURTHER RESOLVED, that each of the Authorized Persons of each Company is authorized, empowered and directed to employ on behalf of such Company the firm of Cole Schotz P.C., as local bankruptcy counsel to represent and assist such Company in carrying out such Company's duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations in connection with the Chapter 11 Cases and with any post-petition financing; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Cases and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Cole Schotz P.C.;

BE IT FURTHER RESOLVED, that each of the Authorized Persons of each Company is authorized, empowered and directed to employ any other professionals, including attorneys, accountants, tax advisors and notice and claims agents, necessary to assist such Authorized Persons' Company in carrying out such Company's duties under the Bankruptcy Code; and in connection therewith, such Authorized Persons are hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately

upon the filing of the Chapter 11 Cases, and cause to be executed and filed appropriate applications with the bankruptcy court for authority to retain the services of any other professionals, as necessary;

Other Authorization and Ratification

BE IT FURTHER RESOLVED, that each of the Authorized Persons of each Company is authorized, empowered and directed, in the name and on behalf of such Company, to prosecute the Chapter 11 Cases in a manner that in their business judgment is likely to maximize the recovery for stakeholders in such Company and minimize the obligations incurred by such Company;

BE IT FURTHER RESOLVED, that each of the Authorized Persons of each Company is authorized, empowered and directed, in the name and on behalf of such Company, to cause such Company to enter into, execute, deliver, certify, file and/or record and perform such agreements, instruments, motions, affidavits, applications for approvals or ruling of governmental or regulatory authorities, certificates or other documents, and to take such other action, as in the judgment of such person shall be or become necessary, proper and desirable to prosecute to a successful completion the Chapter 11 Cases, including, but not limited to, implementing the foregoing resolutions and the transactions contemplated by these resolutions;

BE IT FURTHER RESOLVED, that each of the Authorized Persons of each Company is authorized, empowered and directed, in the name and on behalf of such Company, to amend, supplement or otherwise modify from time to time the terms of any documents, certificates, instruments, agreements or other writings referred to in the foregoing resolutions;

BE IT FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before these resolutions were certified, are hereby in all respects approved and ratified;

BE IT FURTHER RESOLVED, that, to the extent each Company serves as the sole member, managing member, general partner or other governing body (each a “Controlling Company”) of any other company (each a “Controlled Company”), each Authorized Person of such Controlling Company, any one of whom may act without the joinder of any other Authorized Person of such Controlling Company, is severally authorized, empowered and directed in the name and on behalf of such Controlling Company (acting for such Controlled Company in the capacity set forth above, as applicable), to take all of the actions on behalf of such Controlled Company that an Authorized Person of such Controlling Company is herein authorized to take on behalf of such Controlling Company; and

BE IT FURTHER RESOLVED, that these resolutions may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument for each applicable Company, and delivery of an executed signature page of these resolutions by electronic transmission will be as effective as delivery of a manually executed

counterpart hereof, and an electronic copy of these resolutions shall constitute an original for purposes of the records of meetings and/or minute books of each Company.

EXHIBIT A

RESTRUCTURING SUPPORT AGREEMENT

[To be filed separately.]

EXHIBIT B

BACKSTOP COMMITMENT AGREEMENT

[To be filed separately.]

EXHIBIT C

DIP COMMITMENT LETTER

[To be filed separately.]