

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

*In re*

UNITED SITE SERVICES, INC. *et al.*<sup>1</sup>  
Debtors.

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

**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**

**NOTICE IS HEREBY GIVEN** as follows:

On December 29, 2025 (the “**Petition Date**”), the above-captioned debtors (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the District of New Jersey (the “**Court**”) the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 16] (as amended, supplemented, or otherwise modified from time to time, the “**Plan**”) and related disclosure statement [Docket No. 17] (as amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”).<sup>2</sup> Copies of the Plan and the Disclosure Statement may be obtained free of charge by (i) visiting the website maintained by the Debtors’ solicitation agent, Verita Global (the “**Solicitation Agent**”), at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS), (ii) calling the Solicitation Agent at 877-634-7164 (domestic toll-free) or +1 424-236-7220 (international), or (iii) sending an email to: [USSinfo@veritaglobal.com](mailto:USSinfo@veritaglobal.com) (with “USS” in the subject line).

**Hearing on the Adequacy of the Disclosure Statement and Confirmation of the Plan**

A hearing on the adequacy of the information contained in the Disclosure Statement and confirmation of the Plan (the “**Combined Hearing**”) will be held before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom #8, Trenton, NJ 08608, on **February 10, 2026, at 10:00 a.m. (ET)**. Please be advised that the Combined Hearing may be continued from time to time without further notice other than by an announcement of such adjournment in open court, by

<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 118 Flanders Road, Suite 1000, Westborough, MA 01581.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable.

a notice of adjournment filed on the Court's docket, or by posting such notice of adjournment on the Solicitation Agent's website.

The deadline for filing objections (each, an "**Objection**") either to the adequacy of the Disclosure Statement or to the confirmation of the Plan is **January 30, 2026 at 4:00 p.m. (ET)** (the "**Objection Deadline**"). All Objections must: (i) be in writing; (ii) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the District of New Jersey; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by the objector; and (iv) state with particularity the legal and/or factual bases for the Objection.

Objections must be filed with the Court and served, so as to be actually received no later than the Objection Deadline by: (i) the Chambers of the Honorable Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom #8, Trenton, NJ 08608; (ii) the Debtors, c/o United Site Servies, Inc, 118 Flanders Road, Suite 1000, Westborough, MA 01581 (Attn: John Hafferty, Chief Financial Officer); (iii) Milbank LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Dennis F. Dunne, Samuel A. Khalil, Matthew Brod, Lauren C. Doyle, and Benjamin M. Schak), proposed co-counsel for the Debtors; (iv) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, NJ 07601 (Attn: Michael D. Sirota, Felice R. Yudkin, and Daniel J. Harris, proposed co-counsel for the Debtors; (v) Akin Gump Strauss Hauer & Feld LLP, Robert S. Strauss Tower, 2001 K Street, N.W., Washington, DC 20006 (Attn: Daniel I. Fisher and Scott L. Alberino) and 2300 N. Field Street, Suite 1800, Dallas, Texas 75201 (Attn: Zach Lanier), counsel to the Ad Hoc Group; (vi) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022 (Attn: Steven N. Serajeddini and Nicholas Adzima), counsel to Clearlake Capital Group; (vii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102 (Attn: Jeffrey M. Sponder); and (viii) those parties who have filed a notice of appearance in the Chapter 11 Cases.

**Unless an Objection is timely filed and served in accordance with this notice, it may not be considered by the Court.**

### **Information Regarding the Plan**

The solicitation of votes on the Plan commenced prior to the Petition Date. December 22, 2025 was the date used to determine which holders of Claims in the Voting Classes were entitled to vote on the Plan. The deadline to vote on the Plan and opt out of the Third-Party Release is **January 30, 2026, at 4:00 p.m. (ET)**.

The following chart summarizes the treatment provided to each class of Claims and Interests in the Plan:

Class	Claims / Interests	Treatment of Claim/Interest	Estimated Recovery
1	Priority Non-Tax Claims	<p>Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practicable thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Priority Non-Tax Claim, each Holder of an Allowed Priority Non-Tax Claim will, at the option of the Debtors or the Reorganized Debtors (i) receive payment in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept.</p>	100%
2	Other Secured Claims	<p>Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practicable thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Other Secured Claim, at the option of the Debtors or the Reorganized Debtors, each such Holder will receive (i) payment in full in Cash of its Allowed Other Secured Claim, (ii) the collateral securing its Allowed Other Secured Claim, (iii) Reinstatement of such Holder's Allowed Other Secured Claim, or (iii) such other treatment that will render such Holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept</p>	100%
3	ABL Facility Claims	<p>Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed ABL Facility Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed ABL Facility Claim, payment in full in Cash, <i>provided that</i>, undrawn ABL Letters of Credit will be, at the option of the Debtors or Reorganized Debtors (with the consent of the Required Consenting Second-Out Creditors), (i) cash collateralized, (ii) supported by "back-to-back" letters of credit under the Exit ABL Facility or other facility, or (iii) otherwise treated in a manner acceptable to the issuer.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept</p>	100%

Class	Claims / Interests	Treatment of Claim/Interest	Estimated Recovery
4	First-Out Revolving Loans Claims	<p>Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed First-Out Revolving Loans Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed First-Out Revolving Loans Claim payment in full in Cash. This treatment reflects the effectuation of the turnover provisions of the applicable Intercreditor Agreements.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept</p>	100%
5	First-Out Term Loan/ Notes Claims	<p>Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed First-Out Term Loans/Notes Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed First-Out Term Loans/Notes Claim, payment in full in Cash. This treatment reflects the effectuation of the turnover provisions of the applicable Intercreditor Agreements.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept</p>	100%

Class	Claims / Interests	Treatment of Claim/Interest	Estimated Recovery
6	First Lien Secured Claims	<p>Except to the extent that a Holder of an Allowed Second-Out Claim or an Allowed Amended Term Loan Claim, as applicable, agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed Second-Out Claim or Allowed Amended Term Loan Claim, as applicable, on account of its Allowed First Lien Secured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed First Lien Secured Claim, prior to giving effect to the turnover provisions in the applicable Intercreditor Agreements, its pro rata share (as a proportion of all First Lien Funded Debt Claims) of (i) the First Lien Secured Claims Recovery, (ii) the Distributable New Common Shares and (iii) the Subscription Rights. Notwithstanding the immediately preceding sentence, after giving effect to the turnover provisions in the applicable Intercreditor Agreements, on the Effective Date, (x) Holders of Second-Out Claims on account of their respective Second-Out Claims that are Secured shall receive in the aggregate (i) no Cash, (ii) 98.220% of the Distributable New Common Shares and (iii) 98.220% of the Subscription Rights and (y) Holders of Amended Term Loan Claims on account of their respective Amended Term Loan Claims that are Secured shall receive in the aggregate (i) cash in the amount of \$10,516,581, (ii) 1.780% of the Distributable New Common Shares, and (iii) 1.780% of the Subscription Rights.</p> <p>Impaired - Entitled to Vote.</p>	27% <sup>3</sup>
7	Unsecured Funded Debt Claims	<p>Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed Unsecured Funded Debt Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed Unsecured Funded Debt Claim, its Pro Rata share of the Unsecured Funded Debt Claim Recovery.</p> <p>Impaired - Entitled to Vote.</p>	0.3%

<sup>3</sup> The recovery percentage for the First Lien Secured Claims reflects treatment of those Claims prior to giving effect to the turnover provisions of the applicable Intercreditor Agreements, as further described at Section II.B.1.e. of this Disclosure Statement and Article III of the Plan.

Class	Claims / Interests	Treatment of Claim/Interest	Estimated Recovery
8	General Unsecured Claims	<p>Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practical thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim will, at the option of the Debtors or the Reorganized Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept.</p>	100%
9	Intercompany Claims	<p>On the Effective Date (or as soon as reasonably practicable thereafter), all Allowed Intercompany Claims will be: (i) Reinstated, (ii) adjusted, (iii) converted to equity, set off, settled, distributed or contributed, or (iv) discharged, cancelled, and released, as reasonably determined to be appropriate by the Reorganized Debtors.</p> <p>Either Impaired or Unimpaired - Either conclusively presumed to accept / not entitled to vote or deemed to have rejected / not entitled to vote.</p>	0% or 100%
10	Intercompany Interests	<p>On the Effective Date (or as soon as reasonably practicable thereafter), all Intercompany Interests will be adjusted, Reinstated, or cancelled, as reasonably determined to be appropriate by the Reorganized Debtors.</p> <p>Either Impaired or Unimpaired - Either conclusively presumed to accept / not entitled to vote or deemed to have rejected / not entitled to vote.</p>	0% or 100%

Class	Claims / Interests	Treatment of Claim/Interest	Estimated Recovery
11	Existing Equity Interests	<p>If Reorganized Parent is a direct or indirect non-Debtor parent of USS Parent or another Entity that upon the consummation of the Restructuring Transactions will directly or indirectly own all of the assets of USS Parent, then the Holders of Existing Equity Interests shall receive no recovery or distribution on account of such Existing Equity Interests and the Existing Equity Interests shall be Reinstated solely for the purposes of maintaining the corporate ownership of USS Parent as contemplated by the Plan and the Restructuring Transactions. If Reorganized Parent is USS Parent, then all Existing Equity Interests shall be discharged, cancelled, released, and extinguished upon the Effective Date and will be of no further force or effect, and Holders of Existing Equity Interests will not receive any distributions on account of such Existing Equity Interests.</p> <p>Impaired - Not entitled to vote / Deemed to reject.</p>	0%
12	Subordinated Claims	<p>All Subordinated Claims, if any, shall be discharged, cancelled, released, and extinguished on the Effective Date and shall be of no further force or effect, and Holders of Subordinated Claims will not receive any distributions on account of such Subordinated Claims.</p> <p>Impaired - Not entitled to vote / Deemed to reject.</p>	0%

### Discharge, Injunctions, Exculpation, and Releases

**Article VIII of the Plan contains settlement, release, exculpation, and injunction provisions. All Holders of Claims or Interests that do not elect to opt out of the Third-Party Release contained in Article VIII.E of the Plan will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors or the Chapter 11 Cases**

**You are advised to carefully review and consider the Plan, including the discharge, release, exculpation, and injunction provisions, as your rights might be affected thereby.**

The release, exculpation, and injunction provisions contained in the Plan are as follows:

**Releases by the Debtors.** Notwithstanding anything contained herein or the Confirmation 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 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 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, any Definitive Documents, 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 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, the Confirmation 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 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.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor Release; (iii) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after notice and opportunity for hearing; and (vi) 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.

**Releases by Holders of Claims or Interests.** Notwithstanding anything contained herein or the Confirmation 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 (in each case on behalf of itself and its 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 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 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, 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 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 (the “Third-Party Release”, and together with the Debtor Release, the “Releases”). 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, the Confirmation 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 Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

Entry of the Confirmation Order shall constitute the Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Court’s finding that the Third-Party Release is: (i) consensual; (ii) essential to the Confirmation; (iii) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties’ contributions to facilitating the restructuring and implementing this Plan; (iv) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

**Exculpation.** Except as otherwise provided in the Plan or Confirmation 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 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 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, 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, including the Restructuring Support Agreement, and the obligations contemplated thereunder, or (c) breach of such Exculpated Party's obligations under any Definitive Document. The Confirmation 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 and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. 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.**

**Injunction.** 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 pursuant to the Plan or the Confirmation 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.**

**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.**

**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 Releases) 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 Article VIII hereof, without the Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action (a) is not subject to the Releases and (b) represents a colorable Claim or Cause of Action, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action.**

**“*Exculpated Parties*”** means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) with respect to each of the foregoing, their current and former directors, managers, officers, attorneys, financial advisors, consultants or other professionals or advisors that served in such capacity between the Petition Date and the Effective Date, and (iv) the Professionals retained by the Debtors in the Chapter 11 Cases.

**“*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, and the Intercompany Credit Agreement Agent, (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, and (xi) each Related Party of each of the foregoing Persons in clauses (i) through (x); *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 Retained Causes of Action Schedule, 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 shall be a Released Party and Releasing Party for all purposes under the Plan.

**“*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, and the Intercompany Credit Agreement Agent, (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) each Related Party of each of the foregoing Persons in clauses (i) through (ix), (xi) the Holders of Claims or Interests who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xii) 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, (xiii) 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, (xiv) 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 (xv) 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 shall not opt out of the Third-Party Releases. For the avoidance of doubt, unless expressly indicated on a Ballot voting to accept the Plan, the Revolving Credit Lenders participating in this 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 this Plan shall only apply to such trading desk(s), fund(s), account, 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.

### **Section 341(a) Meeting**

A meeting of creditors mandated by section 341(a) of the Bankruptcy Code (the "**Section 341(a) Meeting**") has been deferred. If the Section 341(a) Meeting is convened, the Debtors will file a notice of the date, time, and place of the Section 341(a) Meeting and (i) post it on the website at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS), not less than 14 days before the date scheduled for such meeting, and (ii) serve it on the same parties served with this notice and any other parties entitled to notice pursuant to the Bankruptcy Rules.

*[Remainder of page intentionally left blank]*

Dated: December 30, 2025

Dennis F. Dunne

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