Docket #0007 Date Filed: 04/17/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY FEE APPLICATION COVER SHEET
FOR THE PERIOD DECEMBER 29, 2025 THROUGH MARCH 3, 2026

In re PECF USS Intermediate Holding II Corporation[1]	Applicant: Cole Schotz P.C.
Case No. 25-23631 (MBK)	Client: Reorganized Debtors (formerly the Debtors and Debtors in Possession)
Chapter 11	Case Filed: December 29, 2025

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

/s/ Michael D. Sirota 04/17/2026
MICHAEL D. SIROTA Date

[1] On April 16, 2026, the Court entered the Final Decree Closing Certain of the Chapter 11 Cases, closing all cases listed therein except for PECF USS Intermediate Holding II Corporation (the "**Remaining Debtor**"), Case No. 25-23631 (MBK) (the "**Remaining Case**") [Docket No. 454] (the "**Case Closing Order**"). The Court has entered a text order on the affiliated dockets listed in the Order requiring that all remaining matters be filed in the Remaining Case.

The last four digits of the tax identification number of PECF USS Intermediate Holding II Corporation are 5368. A complete list of the Reorganized 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 Reorganized Debtors' noticing agent at www.veritaglobal.net/USS. The location of the principal place of business of United Site Services, Inc., and the Reorganized Debtors' service address for these Chapter 11 Cases is 2487 W Navigator Drive, Suite 300, Meridian, ID 83642.

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SECTION I
FEE SUMMARY

First and Final Fee Application Covering the Period
December 29, 2025 through March 3, 2026:

FEE TOTALS	$225,883.00
DISBURSEMENTS TOTALS	$1,216.70
TOTAL FEE APPLICATION	$227,099.70

	FEES	EXPENSES
TOTAL PREVIOUS FEES REQUESTED:	$225,883.00	$1,216.70
TOTAL FEES ALLOWED TO DATE:	$0.00	$0.00
TOTAL RETAINER REMAINING:	$337,594.00	$0.00
TOTAL HOLDBACK (IF APPLICABLE):	$45,176.60	$0.00
TOTAL RECEIVED BY APPLICANT:	$180,706.40	$1,216.7

SECTION II
CASE HISTORY

(1) Date case filed: December 29, 2025

(2) Chapter under which case commenced: Chapter 11

(3) Date of retention: January 23, 2026, *nunc pro tunc* to December 29, 2025. See **Exhibit A**.

If limit on number of hours or other limitations to retention, set forth: n/a

(4) Summarize in brief the benefits to the estate and attach supplements as needed: See narrative portion of fee application.

(5) Anticipated distribution to creditors:

(a) Administration expense: Unimpaired. To be paid in accordance with the *Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 344, Ex. A] (as further amended, supplemented, or modified from time to time, the "**Plan**").

(b) Secured creditors: To be paid in accordance with the Plan.

(c) Priority creditors: To be paid in accordance with the Plan.

(d) Funded debt claims: Impaired. Distributions to be made in accordance with the Plan.

(e) Other general unsecured creditors: Unimpaired. To be paid in accordance with the Plan.

(6) Final disposition of case and percentage of dividends paid to creditors (if applicable): This is the first interim and final compensation application. Final distributions have been made in accordance with the *Order (I) Approving the Adequacy of the Disclosure Statement and (II) Confirming the Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 344] (the "**Confirmation Order**") and the Plan.

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re **PECF USS INTERMEDIATE HOLDING II CORPORATION** Remaining Debtor.	Case No. 25-23631 (MBK) Chapter 11 (Formerly Jointly Administered Under Case No. 25-23630 (MBK))

FIRST AND FINAL FEE APPLICATION OF COLE SCHOTZ P.C. FOR COMPENSATION OF PROFESSIONAL SERVICES RENDERED AND REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES PURSUANT TO 11 U.S.C. §§ 327, 328, 330 AND 331

Cole Schotz P.C. ("**Cole Schotz**"), as co-counsel for United Site Services, Inc., and its affiliates as debtors and debtors in possession (formerly jointly administered under Case No. 25-23630 (MBK)) (formerly the "**Debtors**" and now the "**Reorganized Debtors**"), hereby submits this First and Final application for compensation of professional services rendered and reimbursement of actual and necessary expenses (the "**Application**") pursuant to (i) sections 327, 328, 330 and 331 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 2016-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of New Jersey, (ii) the Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases (the "**Guidelines**"), and (iii) this Court's *Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of This Court*, dated January 29, 2026 [Docket No. 237] (the "**Interim Compensation Procedures Order**"), for the period commencing December 29, 2025 through and including March 3, 2026 (the "**Compensation Period**"), and for reimbursement of its actual and necessary expenses incurred during the Compensation Period. In support of this Application, Cole Schotz respectfully represents as follows:

BACKGROUND

1. On December 29, 2025 (the "**Petition Date**"), each of the Debtors commenced a case under chapter 11 of the Bankruptcy Code by filing a voluntary petition for relief. A detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors' Chapter 11 Cases is set forth in greater detail in the *Declaration of Chris Kelly in Support of Chapter 11 Petitions and First Day Motions of United Site Services, Inc. et al.* [Docket No. 15] and incorporated by reference herein.

2. On February 27, 2026, the Court entered the Confirmation Order to, among other things, confirm the Plan. The Effective Date (as defined in the Plan) occurred on March 3, 2026 [Docket No. 384].

INFORMATION REQUIRED BY THE GUIDELINES

A. The Scope of the Application

3. Consistent with the Guidelines, Cole Schotz discloses the following concerning the scope of the Application:

Name of Applicant	Cole Schotz P.C.
Name of Client	Debtors and Debtors in Possession
Petition Date	December 29, 2025
Retention Date	Order signed January 23, 2026 [Docket No. 213] ("**Retention Order**"), effective December 29, 2025
Date of Order Approving Employment	January 23, 2026; a true copy of the Retention Order is attached as **Exhibit A**.
Time Period Covered by Application	December 29, 2025 – March 3, 2026
Terms and Conditions of Employment	Hourly
Interim / Final	First and Final application under 11 U.S.C. § 331
Date and Terms of Administrative Fee Order	On January 29, 2026, this Court entered the Interim Compensation Procedures Order. Pursuant to the Interim Compensation Procedures Order, Professionals (as defined therein) can file monthly fee statements with the Court. If there are no objections to a monthly fee statement, Professionals are entitled to payment of eighty (80%) percent of the fees and one hundred (100%) percent of the expenses requested in their monthly fee statement. The Interim Compensation Procedures Order further provides that Professionals may file interim fee applications for allowance of compensation and reimbursement of expenses of the amount sought in their monthly fee statements, including the twenty percent (20%) holdback pursuant to Section 331 of the Bankruptcy Code at four-

	month intervals or such other intervals directed by the Court.
11 U.S.C. § 330	Cole Schotz seeks compensation under 11 U.S.C. § 330.
Total Compensation (Fees) Sought this Period	$225,883.00
Total Expenses Sought this Period	$1,216.70
Total compensation approved by interim order to date	$0.00
Total expenses approved by interim order to date	$0.00
Blended rate in this application for all attorneys	$865.25
Blended rate in this application for all timekeepers	$763.38
Compensation sought in this application already paid pursuant to a monthly compensation order but not yet allowed	$180,706.40
Expenses sought in this application already paid pursuant to a monthly compensation order but not yet allowed	$1,216.70
If applicable, number of professionals in this application not included in staffing plan approved by client	N/A
If applicable, difference between fees budgeted and compensation sought for this period	Cole Schotz budgeted $750,000.00 in fees during the Compensation Period and seeks approval of $225,883.00 in fees during the Compensation Period.
Number of professionals billing fewer than 15 hours to the case during this period	0
Are any rates higher than those approved or disclosed at retention? If yes, calculate and disclose the total compensation sought in this application using the rates originally disclosed in the retention application	[] Yes [X] No N/A

B. Summary of Timekeepers and Rate Increases

4. With respect to each professional and paraprofessional who billed on the matter during the Compensation Period, Cole Schotz discloses the following information on **Exhibit B** attached: (i) name; (ii) title or position; (iii) primary department, group, or section; (iv) date of first admission to the bar, if applicable; (v) total fees billed included in application; (vi) total hours billed included in application; and (vii) current hourly rate.

C. Customary and Comparable Compensation

5. Cole Schotz submits its compensation is customary as evidenced by the blended hourly rate data set forth on **Exhibit C** attached for the 2025 calendar year as compared to the Compensation Period. As set forth in Exhibit C, Cole Schotz's blended hourly rate for all timekeepers during the Compensation Period was $763.38.

D. Statements from the Applicant

6. Consistent with the Guidelines, Cole Schotz answers the following questions:

Question	Answer
Did you agree to any variations from, or alternatives to, your standard or customary billing rates, fees or terms for services pertaining to this engagement that were provided during the application period?	No
If the fees sought in this fee application as compared to the fees budgeted for the time period covered by this fee application are higher by 10% or more, did you discuss the reasons for the variation with the client?	The total fees requested in this application are not higher by 10% or more than the total budgeted amount for the Compensation Period.
Have any of the professionals included in this fee application varied their hourly rate based on the geographic location of the bankruptcy case?	No
Does the fee application include time or fees related to reviewing or revising time records or preparing, reviewing, or revising invoices?	Yes (minimal time/fees)
Does this fee application include time or fees for reviewing time records to redact any privileged or other confidential information?	Yes (minimal time/fees)
Does the fee application include any rate increases?	No

E. Budget and Staffing Plan

7. Consistent with the Guidelines, Cole Schotz provided the Debtors with, and the Debtors approved, a budget and staffing plan for the Compensation Period. Copies of the approved budgets and staffing plan for the Compensation Period are attached hereto as **Exhibits D-1** and **D-2.** As set forth below, the total hours and fees actually incurred did not exceed the budget by more than 10% in the aggregate during the Compensation Period:

Period	Hours Budgeted	Hours Incurred	Fees Budgeted	Fees Incurred
December 29, 2025-January 31, 2026	450.00	218.90	$375,000.00	$172,137.00
February 1, 2026-March 3, 2026	450.00	77.00	$375,000.00	$53,746.00
Total	**900.00**	**295.90**	$750,000.00	**$225,883.00**

SUMMARY OF PROFESSIONAL SERVICES RENDERED AND EXPENSES INCURRED

8. Cole Schotz seeks allowance of compensation for professional services rendered to the Debtors during the Compensation Period in the amount of $225,883.00. In addition, Cole Schotz seeks approval for reimbursement of expenses incurred in connection with the rendition of its services in the aggregate amount of $1,216.70. During the Compensation Period, Cole Schotz attorneys and paraprofessionals expended a total of 295.90 hours for which compensation is requested. The fees charged by Cole Schotz in these Chapter 11 Cases are billed in accordance with its existing billing rates and procedures in effect during the Compensation Period.

9. The following summary highlights the major areas in which Cole Schotz rendered services during the Compensation Period. As required by the Guidelines, the summary is organized by project category. A summary chart setting forth the number of hours spent and the amount of compensation requested for each projected category is attached as **Exhibit E-1** and a summary chart setting forth the amount of expenses requested by Cole Schotz in this Application is attached as **Exhibit E-2**. Detailed descriptions of services rendered are contained in Cole Schotz's monthly fee statements for the Compensation Period, which appear at Docket Nos. 343 and 416 and are incorporated herein by reference.

A. Case Administration

10. This category includes time expended by Cole Schotz on the day-to-day administration and prosecution of these Chapter 11 Cases, including (i) reviewing and revising first day pleadings and chapter 11 petitions, (ii) monitoring and managing docket activity, (iii) preparing, reviewing, and filing agendas, witness and exhibit lists, notices, service lists, and adjournment requests with the Court, (iv) coordinating hearing logistics and scheduling with the Court, co-counsel, and opposing counsel, (v) communicating with creditors regarding case administration, (vi) interfacing with the Office of the United States Trustee regarding case administration and scheduling matters, and (vii) coordinating the entry, service, and dissemination of Court orders. This category also includes attending Court hearings and advising the Debtors and co-counsel on New Jersey local rules, Court practices, and procedural requirements to ensure the efficient administration of these Chapter 11 Cases.

B. Fee Application Preparation

11. This category includes time expended by Cole Schotz in connection with the preparation and filing of monthly fee statements in these Chapter 11 Cases. Cole Schotz prepared, reviewed, revised, and filed its own monthly fee statements and reviewed time entries and invoices for accuracy and privilege issues. Cole Schotz also coordinated the filing and service of monthly fee statements submitted by other retained professionals, including PJT Partners LP, Milbank LLP, and Alvarez & Marsal North America, LLC. In performing this work, Cole Schotz communicated with those professionals regarding compliance with applicable fee guidelines.

C. Fee Employment

12. This category includes time expended by Cole Schotz in connection with the employment and retention of estate professionals in these Chapter 11 Cases. Cole Schotz prepared, reviewed, revised, and filed its retention application and supporting declarations. Cole Schotz also

prepared, reviewed, revised, and filed retention applications and declarations for the Debtors' other professionals, including PJT Partners LP [Docket No. 138], Milbank LLP [Docket No. 134], Alvarez & Marsal North America, LLC [Docket No. 136], PwC US Tax LLP [Docket No. 139], and Kurtzman Carson Consultants, LLC d/b/a Verita Global [Docket No. 137]. In performing this work, Cole Schotz coordinated with those professionals regarding disclosures and supporting information, reviewed and addressed comments from the Office of the United States Trustee on the proposed orders granting the retention applications, prepared and filed supplemental declarations to support the retention applications, and coordinated the submission and entry of retention orders by the Court. Cole Schotz also reviewed and commented on procedures authorizing the employment and payment of ordinary course professionals, as well as related declarations and questionnaires.

D. Financing

13. This category includes time expended by Cole Schotz in connection with financing matters in these Chapter 11 Cases. Cole Schotz reviewed and analyzed certain debtor-in-possession financing documents and related pleadings, including a revised version of the DIP Order (as defined in the Plan), and communicated with co-counsel regarding financing terms and related issues. Cole Schotz also reviewed, prepared, and coordinated the filing and service of motions and notices relating to the DIP Order and the ERO Backstop Agreement (each as defined in the Plan).

E. Litigation

14. This category includes time expended by Cole Schotz in connection with litigation matters arising in these Chapter 11 Cases. Cole Schotz spent time advising the Debtors on matters relating to the Court-ordered mediation, coordinated the preparation, filing, and service of an order appointing Hon. Robert D. Drain (Ret.) as the mediator in these Chapter 11 Cases, and reviewed

drafts of the Debtors' mediation statement. Cole Schotz also advised co-counsel on a litigation schedule relating to confirmation of the Plan and reviewed, revised, and finalized a draft stipulated protective order for the Chapter 11 Cases. Cole Schotz also reviewed and filed a motion to approve a settlement pursuant to Bankruptcy Rule 9019 and communicated with co-counsel regarding the scheduling of the same. Cole Schotz also reviewed discovery served in these Chapter 11 Cases, including document requests and interrogatories relating to approval of the DIP Facility and confirmation of the Plan.

F. Disclosure Statement and Plan of Reorganization

15. This category includes time expended by Cole Schotz in connection with Disclosure Statement (as defined in the Plan) and the Plan in these Chapter 11 Cases. Cole Schotz reviewed, revised, and coordinated the filing and service of Disclosure Statement materials, including notices, memoranda of law, declarations, and a proposed order seeking approval of the Disclosure Statement and confirmation of the Plan. Cole Schotz also reviewed and analyzed plan supplement documents, revised versions of the Plan, the voting declaration, and confirmation-related pleadings. Cole Schotz also prepared, revised, and filed notices of filing for amended versions of the Plan and plan supplements, and coordinated service of those materials. In addition, Cole Schotz reviewed and addressed objections and comments to the Plan from the Office of the United States Trustee, and the U.S. Securities and Exchange Commission, communicated with co-counsel regarding Plan and confirmation issues, prepared and coordinated agendas and witness and exhibit lists for Combined Hearing (as defined in the Plan), and attended and participated in the Combined Hearing on February 25, 2026.

G. Reporting

16. This category includes time expended by Cole Schotz in connection with the Debtors' reporting obligations in these Chapter 11 Cases. Cole Schotz reviewed and coordinated

the preparation and filing of the Debtors' monthly operating reports, including reviewing draft reports, global notes, insider lists, and supporting materials prepared by Alvarez & Marsal North America, LLC. Cole Schotz also coordinated the filing and service of the monthly operating reports and related attachments on the Office of the United States Trustee. Cole Schotz also communicated with the Office of the United States Trustee regarding reporting requirements, participated in the initial debtor interview, and addressed reporting-related follow-up issues necessary to ensure the Debtors' compliance with applicable reporting obligations.

RELIEF REQUESTED AND BASIS THEREFOR

17. The professional services performed by Cole Schotz on the Debtors' behalf during the Compensation Period required an aggregate expenditure of 295.90 recorded hours by Cole Schotz's partners, associates, and paraprofessionals. Of the aggregate time expended, 141.40 recorded hours were expended by members of Cole Schotz, 86.80 recorded hours were expended by associates, and 67.70 recorded hours were expended by paraprofessionals.

18. During the Compensation Period, Cole Schotz's hourly billing rates for attorneys, paraprofessionals and support staff ranged from $420.00 to $1,800.00 per hour. Allowance of compensation in the amount requested would result in a blended hourly billing rate of $763.38, which represents a blended rate of $420.00 for paraprofessionals and $865.25 for attorneys, at Cole Schotz's regular billing rates in effect at the time of the performance of services.

19. Cole Schotz has incurred $1,216.70 in direct out-of-pocket expenses in providing professional services to the Debtors during the Compensation Period. These charges are intended to cover Cole Schotz's direct operating costs, which costs are not incorporated into Cole Schotz's billing rates.

20. Section 330 of the Bankruptcy Code provides that a court may award a professional employed under section 327 of the Bankruptcy Code "reasonable compensation for actual

necessary services rendered . . . and reimbursement for actual necessary expenses." 11 U.S.C. § 330(a)(1).

21. Section 330 of the Bankruptcy Code contains two separate criteria, and before determining the reasonableness of the service, the Court must make a threshold inquiry into its necessity. See In re Engel, 190 B.R. 206, 209 (Bankr. D.N.J. 1995); see also In re Fleming Cos., 304 B.R. 85, 89 (D. Del. 2003) (discussing a two-tiered approach to determining whether compensation should be allowed—first "the court must be satisfied that the attorney performed actual and necessary services" and second "the court must assess a reasonable value for those services"). The majority of courts which have interpreted section 330 of the Bankruptcy Code have held that an element of whether such services are "necessary" is whether they benefitted the bankruptcy estate. Engel, 190 B.R. at 209. Further, the test for determining necessity is objective, focusing on what services a reasonable lawyer would have performed under the same circumstances. In re APW Enclosure Sys., Inc., No. 06-11378 (MFW), 2007 WL 3112414, at *3 (Bankr. D. Del. 2007) (citing Fleming, 304 B.R. at 89). This test does not rely on hindsight to determine the ultimate success or failure of the attorney's actions. See id. (citing, inter alia, Keate v. Miller (In re Kohl), 95 F.3d 713, 714 (8th Cir. 1996)).

22. Once the court determines that a service was necessary, it also assesses the reasonable value of the service. 11 U.S.C. § 330(a)(3). Section 330(a)(3) of the Bankruptcy Code sets forth the criteria for the award of such compensation and reimbursement, stating:

> In determining the amount of reasonable compensation to be awarded . . . the court shall consider the nature, extent, and the value of such services, taking into account all relevant factors, including—
>
> (A) the time spent on such services;
>
> (B) the rates charged for such services;

> (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
>
> (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
>
> (E) with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
>
> (F) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

Id. § 330(a)(3).

23. In determining the reasonableness of fees, courts routinely employ the following twelve factors: (1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. Staiano v. Cain (In re Lan Assocs. XI, L.P.), 192 F.3d 109, 123 n.8 (3d Cir. 1999).

24. In addition, Section 331 of the Bankruptcy Code provides that a debtor's attorney employed under section 327 of the Bankruptcy Code may apply to the Court for interim compensation not more than once every 120 days after an order for relief in a case under chapter 11. See 11 U.S.C. § 331; see also Interim Compensation Procedures Order.

25. Here, as described above, Cole Schotz devoted a substantial amount of time and effort to addressing the numerous issues involved in these Chapter 11 Cases. Cole Schotz

respectfully submits that the services for which it seeks compensation in this Application were, at the time rendered, believed to be necessary to effectively represent the Debtors, were performed economically, effectively, and efficiently. Because Cole Schotz's services benefitted the bankruptcy estate, Cole Schotz respectfully submits that it performed "actual and necessary" services compensable under Section 330 of the Bankruptcy Code.

26. Further, Cole Schotz submits that consideration of the relevant factors enumerated in Lan Assocs. establishes that the compensation requested is reasonable in light of the nature, extent, and value of such services to the Debtors:

(a) *The Time and Labor Required*. The professional services rendered by Cole Schotz on behalf of the Debtors have required the expenditure of substantial time and effort, as well as a high degree of professional competence and expertise, in order to deal with the many issues encountered by the Debtors in these Chapter 11 Cases. Cole Schotz respectfully represents that the services rendered by it were performed efficiently, effectively, and economically.

(b) *The Novelty and Difficulty of Questions*. Many complex legal questions have arisen in the course of these Chapter 11 Cases. While these issues may not be particularly novel or unique, Cole Schotz's effective assistance on these and other matters has facilitated the efficient resolution of such issues.

(c) *The Skill Required to Perform the Legal Services Properly*. Cole Schotz believes that its recognized expertise in the area of insolvency proceedings and reorganization and its knowledge of New Jersey practice and procedure contributed to the efficient and effective representation of the Debtors in these Chapter 11 Cases.

(d) *The Preclusion of Other Employment by Applicant Due to Acceptance of the Case*. Cole Schotz's representation of the Debtors did not preclude its acceptance of new clients. However, the issues that arose in these Chapter 11 Cases required attention on a continuing, and oftentimes emergent, basis, requiring Cole Schotz's professionals to commit significant portions of their time to these Chapter 11 Cases.

(e) *The Customary Fee*. The fee sought herein is based on Cole Schotz's normal hourly rates for services of this kind. Cole Schotz respectfully submits that the hourly rates of its professionals are not unusual given the time expended in attending to the representation of the Debtors. Cole Schotz's hourly rates and the fees requested herein are commensurate with fees Cole Schotz has been awarded in other Chapter 11 cases, as well as with fees charged by other attorneys of comparable experience.

(f) *Whether the Fee is Fixed or Contingent*. Not applicable.

(g) *Time Limitations Imposed by Client or other Circumstances*. Not applicable.

(h) *The Amount Involved and Results Obtained*. Cole Schotz respectfully submits that the amount of fees for which compensation is sought is reasonable under the circumstances given the numerous issues that had to be addressed.

(i) *The Experience, Reputation and Ability of the Attorneys*. Cole Schotz is a professional association with over 200 attorneys that practice extensively in the fields of bankruptcy and corporate restructuring; litigation; real estate; tax, trusts and estates; corporate, finance and business transactions; employment; environmental; construction services and other areas of the law. Cole Schotz has represented debtors, creditors, creditors' committees, fiduciaries and numerous other parties in hundreds of cases before the Bankruptcy Court for the District of New Jersey as well as in various other Bankruptcy Courts throughout the country.

(j) *The Undesirability of the Case*. Not applicable.

(k) *Nature and Length of Professional Relationship*. Not applicable.

(l) *Awards in Similar Cases*. As previously indicated, the fees sought herein are commensurate with fees Cole Schotz has been awarded in other chapter 11 cases.

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CONCLUSION

WHEREFORE, Cole Schotz respectfully requests a first and final fee allowance as bankruptcy co-counsel for the Reorganized Debtors during the Compensation Period in the amount of $225,883.00 for fees for services rendered, together with reimbursement of expenses in the amount of $1,216.70, for a total fee award of $227,099.70.

DATED: April 17, 2026

Respectfully submitted,

By: */s/ Michael D. Sirota*

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Co-Counsel to the Reorganized Debtors

EXHIBIT A

RETENTION ORDER

Docket #0213 Date Filed: 01/23/2026

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

Order Filed on January 23, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In re **UNITED SITE SERVICES, INC.** *et al.*,[1] Debtors.	Case No. 25-23630 (MBK) Chapter 11 (Jointly Administered)

ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS CO-COUNSEL TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE

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

DATED: January 23, 2026

Honorable Michael B. Kaplan
United States Bankruptcy Judge

[1] The last four digits of the tax identification number of United Site Services, Inc. are 3887. A complete list of the Debtors in these chapter 11 cases (the "**Chapter 11 Cases**"), with each one's tax identification number, principal office address and former names and trade names, is available on the website of the Debtors' noticing agent at www.veritaglobal.net/USS. The location of the principal place of business of United Site Services, Inc., and the Debtors' service address for these Chapter 11 Cases is 118 Flanders St., Westborough, MA 01581.

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

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Proposed Co-Counsel to the Debtors
and Debtors in Possession

Debtors: United Site Services, Inc., *et al.*
Case No. 25-23630 (MBK)
Caption of Order: Order Approving the Employment and Retention of Cole Schotz P.C. as Co-Counsel to the Debtors *Nunc Pro Tunc* to the Petition Date

Upon the application (the "**Application**")[1] of the above captioned debtors and debtors in possession (collectively, the "**Debtors**"), pursuant to sections 327(a), 329, and 330 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing the Debtors to employ and retain Cole Schotz P.C. ("**Cole Schotz**") as their bankruptcy co-counsel in these proceedings *nunc pro tunc* to the Petition Date; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference of the Bankruptcy Court Under Title* 11, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Application need be provided; and upon the Declarations of Michael D. Sirota, Esq. and Jeffrey Dunlop in support thereof; and the Court being satisfied that Cole Schotz does not hold or represent any interest adverse to the Debtors, their estates, or their creditors, and is a disinterested person within the meaning of sections 327 and 101(14) of the Bankruptcy Code, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED** as set forth herein.

2. In accordance with sections 327(a), 329, and 330 of the Bankruptcy Code, the Debtors are hereby authorized and empowered to employ and retain Cole Schotz as their bankruptcy co-counsel

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

in these Chapter 11 Cases effective as of the Petition Date in accordance with the terms set forth in the Application and the Engagement Letter attached hereto as **Exhibit 1** to the extent set forth herein.

3. Any and all compensation to be paid to Cole Schotz for services rendered on the Debtors' behalf, including compensation for services rendered in connection with the preparation of the petition and accompanying papers, shall be fixed by application to this Court in accordance with sections 330 and 331 of the Bankruptcy Code, such Federal Rules and Local Rules as may then be applicable, and any orders entered in these cases governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred. Cole Schotz also shall make a reasonable effort to comply with the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by Cole Schotz in the Chapter 11 Cases.

4. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Cole Schotz shall coordinate with Milbank LLP and any additional firms the Debtors retain regarding their respective responsibilities in these Chapter 11 Cases. As such, Cole Schotz shall use its best efforts to avoid duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

5. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, Cole Schotz shall provide ten (10) days' prior notice of any such increases to the Debtors, the U.S. Trustee, and any statutory committee appointed in these Chapter 11 Cases and shall file such notice with the Court. All parties in interest retain rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and

the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. Cole Schotz (i) shall only bill 50% for non-working travel; (ii) shall not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any objections to any of Cole Schotz's fee applications in this case; (iii) shall use the billing and expense categories set forth in the US Trustee Guidelines (Exhibit D-1 "Summary of Compensation Requested by Project Category"); and (iv) provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the U.S. Trustee.

7. Notwithstanding anything in the Application or the Sirota Declaration to the contrary, Cole Schotz shall seek reimbursement from the Debtors' estates for its engagement-related expenses at the firm's actual cost paid.

8. Notwithstanding anything in the Application and the Sirota Declaration to the contrary, Cole Schotz shall (i) to the extent that Cole Schotz uses the services of independent contractors or subcontractors (collectively, the "**Contractors**") in these cases, pass through the cost of such Contractors at the same rate that Cole Schotz pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for Cole Schotz; (iv) file with this Court such disclosures required by Bankruptcy Rule 2014; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these cases. Cole Schotz shall only be required to comply with (iii) – (iv) above concerning any Contractors that provide document review services. No agreement or understanding exists between Cole Schotz and any other person, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with these cases, nor shall

Cole Schotz share or agree to share compensation received for services rendered in connection with these cases with any other person other than as permitted by Bankruptcy Code section 504.

9. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, the provision that "Our bills are due and payable upon receipt" shall be null and void during the pendency of these bankruptcy cases.

10. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, during the pendency of the Chapter 11 Cases, Cole Schotz's retainer shall be treated like a security retainer and shall not be drawn down absent Court order.

11. As set forth in Cole Schotz's Standard Terms of Engagement for Legal Services, Cole Schotz's fees and expenses will be considered "earned" at the time they are incurred, notwithstanding the fact that any such amounts shall only be payable as set forth in any order establishing procedures for the allowance and payment of professional compensation, and shall only be allowed upon entry of a Court order allowing them.

12. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services, the provision concerning fee disputes is null and void during the pendency of these Chapter 11 Cases.

13. To the extent the Application, the Sirota Declaration, or any engagement agreement pertaining to this retention is inconsistent with this Order, the terms of this Order shall govern.

14. The Debtors are authorized to take all action necessary to carry out this Order.

15. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

EXHIBIT 1

Engagement Letter

COLE SCHOTZ P.C.

Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800
201.489.3000 201.489.1536 fax

New York
Delaware
Maryland
Texas
Florida
Washington, DC

Michael D. Sirota
Member
Admitted in NJ and NY

Reply to New Jersey Office
Writer's Direct Line: 201.525.6262
Writer's Direct Fax: 201.678.6262
Writer's E-Mail: msirota@coleschotz.com

November 21, 2025

ATTORNEY-CLIENT PRIVILEGED
PERSONAL AND CONFIDENTIAL

Via E-mail: haff@unitedsiteservices.com

PECF USS Intermediate Holding III Corporation
118 Flanders Road
Westborough, MA 01581
Attn: John Hafferty, Chief Financial Officer

Re: Engagement Agreement

Dear Mr. Hafferty:

Thank you for entrusting your legal needs to us. This letter and the accompanying Standard Terms of Engagement set forth the terms of Cole Schotz P.C.'s (the "Firm") representation of United Site Services, Inc. and certain affiliated entities (hereinafter collectively referred to as "the Clients").

The scope of our representation shall be limited to acting as co-counsel with Milbank LLP ("Milbank") in connection with a potential restructuring. The Firm's services will include, as needed, preparation and filing of chapter 11 petitions and pleadings, reviewing related documents and preparation of supporting schedules and statements. During our representation, and subject to our ethical obligations discussed above, we will, as appropriate and directed by Milbank: (1) advise and consult on the prosecution of the chapter 11 case, including all of the legal and administrative requirements of operating in chapter 11; (2) prepare such administrative and procedural applications and motions as may be required for the orderly and efficient conduct of the case; (3) prosecute and defend litigation that may arise during the course of the case; (4) consult with you concerning and participate in the formulation, negotiation, preparation and filing of a plan or plans of reorganization/liquidation and disclosure statement(s) to accompany the plan(s); (5) review and object to claims; (6) analyze, recommend, prepare, and bring causes of action permitted under the Bankruptcy Code; (7) address conflict matters to the extent necessary; and (8) take all steps necessary and appropriate to bring the case to a conclusion.

The scope of our engagement can only be extended pursuant to supplemental written agreement. The Clients agree to fully cooperate with us and to provide us with all information relevant to the issues involved in this matter. We agree to provide conscientious, competent and diligent services and at all times will seek to achieve a favorable outcome on a cost-effective basis.

COLE SCHOTZ P.C.

If you would like us to expand the scope of our engagement or the parties we represent, it must be subject to a separate written agreement.

The Firm's objective to charge a fair fee for the services rendered is achieved primarily by maintaining accurate records of the time spent by each attorney and paralegal on a particular matter and then billing for their time in accordance with the range of hourly rates established. I will be principally responsible for handling this matter. Presently, my hourly rate is $1,800.00. I will also be working with, my partners, Felice Yudkin and Daniel Harris, whose hourly rates are $1,150.00 and $950.00 respectively, among other lawyers and paralegals as needed. In addition to legal fees, our out-of-pocket expenses (as more particularly set forth in our Standard Terms of Engagement) will also be reflected in our monthly invoices.

Retainer

A retainer is required of clients prior to undertaking representation. The initial retainer requested in this matter is $350,000.00 plus required filing fees. The Firm's invoices will be paid in regular intervals from the retainer account as fees are earned and expenses accrue. The initial retainer will be an evergreen retainer, replenished on a monthly basis (and before a chapter 11 proceeding is filed), such that the amount of the evergreen retainer will always be at least $350,000.00 plus the filing fees. We reserve the right, in our discretion, to request an additional retainer should the Firm's scope of engagement or circumstances warrant.

In the event of a Chapter 11 proceeding, post-petition fees, charges and disbursements will be due and payable immediately in accordance with fee procedures approved by the Bankruptcy Court. The Clients understand that while the arrangement in this paragraph may be altered in whole or in part by the Bankruptcy Court, the Clients shall nonetheless remain liable for payment of court approved post-petition fees and expenses. Such items are afforded administrative priority under 11 U.S.C. § 503(b)(1). The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan of reorganization cannot be confirmed unless these priority expenses are paid in full (unless such claimants agree to different treatment) in cash on the effective date of any reorganization plan. After the petition date, the retainer shall be held and applied against the final Chapter 11 fee application. At the conclusion of our representation of the Clients, we will apply the balance of the retainer against our final statement and refund any excess to the Clients.

This agreement, as well as our entire attorney-client relationship, shall be governed exclusively by State of New Jersey law. Should any dispute arise regarding same which cannot be resolved amicably, the courts of the State of New Jersey shall be the exclusive jurisdiction for the dispute to be litigated.

If this agreement is acceptable, please indicate the Clients' understanding and acceptance of the terms and conditions set forth herein by countersigning and returning a copy of this letter together with the retainer ($350,000.00). The Firm's wiring instructions are attached for your convenience.

COLE SCHOTZ P.C.

We look forward to working with you.

Very truly yours,

/s/ Michael D. Sirota

Michael D. Sirota

MDS:cdc
Attachment
cc: Felice R. Yudkin, Esq.
Daniel J. Harris, Esq.

We consent to the terms and conditions set forth above and in the Standard Terms of Engagement for Legal Services attached herewith.

United Site Services, Inc.
and certain affiliated entities

_____
By: John Hafferty
Title: Chief Financial Officer

Dated: December 2, 2025

COLE SCHOTZ P.C.

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth Cole Schotz P.C.'s ("we," "our," or the "Firm") standard terms of engagement as attorneys for the client(s) ("you" or "your") identified in the accompanying Engagement Letter. The Engagement Letter sets forth additional terms and conditions, and those terms control in any case where the Engagement Letter conflicts with these standard terms. The following terms are an integral part of our agreement and should be reviewed carefully. We also suggest that you retain this statement in your files. If at any time you have questions about these terms, please let us know as soon as possible so that we can provide you with timely answers.

THE SCOPE OF OUR WORK

The scope of the legal services we agree to perform for you is only as expressly described in the Engagement Letter. If at any time you are not certain about the scope of our representation, please contact us for clarification. We are happy to answer any questions you may have.

We will do our best to serve you efficiently. The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of this matter. Any statements on our part concerning the likely outcome of a matter are expressions of our professional assessment of the matter in question, and such assessments always present a degree of uncertainty because they are limited by our knowledge of the facts, unsettled areas of the law, changes in the state of the law, equitable considerations, exercise of judgment in the application of the law, and many other unknown factors.

This engagement may result in a variety of tax or other consequences, including without limitation, regulatory matters or potential reporting requirements (such as under the Corporate Transparency Act). Unless specifically stated in the accompanying Engagement Letter, the scope of our engagement does not include such tax, regulatory matters, reporting or other advice, unless expressly contemplated herein. The Firm will only provide tax or any other advice upon your request and entry into a separate written agreement or amendment to this engagement acceptable to you and the Firm.

Also, unless specifically stated in the accompanying Engagement Letter, the scope of our representation does not include determining whether you possess insurance coverage for any of the losses or expenses that you may incur in connection with this matter. You should immediately contact your insurance company or broker if you believe such coverage may exist. Alternatively, you may retain the Firm to assist with making that inquiry and determining coverage, but such expansion of the scope of our engagement must be agreed to in writing.

WHO PROVIDES THE LEGAL SERVICES

We assign an attorney as your primary contact at the Firm. This should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of contact person at any time. The legal work we perform for you may be performed by other lawyers, paralegals and legal assistants in the Firm as well. We delegate work among our lawyers, paralegals and legal assistants to promote effective and efficient rendition of necessary services. We are happy to advise you of the names of those attorneys, paralegals and legal assistants who work on your matters and their billing rates.

GENERATIVE ARTIFICIAL INTELLIGENCE

We anticipate that during the course of this engagement, the firm will use generative artificial intelligence ("GenAI") to enhance and streamline certain aspects of our services. For example, we may use this technology for such things as aiding document analysis, summarizing information and assisting in legal research. Like any technology, GenAI carries some degree of risk, which may include the risk of errors in GenAI-generated content, data security vulnerabilities, and system malfunctions. We have implemented reasonable measures to safeguard against these risks, and our lawyers maintain oversight of GenAI-generated outputs. Accordingly, we believe that the benefits of using this technology outweigh the related risks. By engaging our firm, you hereby consent to our use of this technology.

HOW FEES ARE SET

We bill you based on the hourly rates for our attorneys and other professionals, depending on the time involved in rendering the necessary services. We record the time spent on your work, such as internal and external meetings, conferences, negotiations, factual and legal research and analysis, court appearances, document preparation and revision, drafting and review of correspondence, travel on your behalf, and other related services.

The hourly rates of our lawyers, paralegals and legal assistants are based on each timekeeper's knowledge and experience in his/her field and are reviewed and adjusted annually (typically in September) to reflect current levels of legal experience, changes in overhead costs, and other relevant factors. Any rate changes will be reflected in our monthly invoices. You will not receive a separate rate change notice.

COLE SCHOTZ P.C.

Our current range of hourly rates is as follows:

Members	$670.00 to $1,800.00 per hour
Special Counsel	$700.00 to $950.00 per hour
Associates	$400.00 to $765.00 per hour
Staff Attorneys	$500.00 per hour
Paralegals	$330.00 to $485.00 per hour
eDiscovery Services Specialists	$310.00 to $560.00 per hour
External Document Reviewers	$250.00 to $500.00 per hour

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we furnish such an estimate based upon our professional judgment, but when we do so, it is always with the understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services, we may quote a fixed fee. Generally, however, we do not accept a fixed fee engagement except in such circumstances or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the fixed fee arrangement is expressed in the Engagement Letter, setting forth both the amount of the fee and the scope of the services to be provided in exchange for the fixed fee.

In certain situations, we provide legal services on a contingent fee basis. Any such arrangement must be reflected in a written contingent fee agreement.

OUT-OF-POCKET EXPENSES

As part of our representation, we may incur expenses on your behalf, and these must be paid by you on a timely basis. Whenever such costs are incurred, we itemize and bill them. Typical of such costs are conference calls; postage; messenger services, and express delivery charges; filing fees; deposition and transcript costs; witness fees; travel and overnight expenses; copying, scanning and printing charges; computer research charges (e.g. Lexis and Westlaw research); charges from outside experts and consultants (including accountants, appraisers, and other legal counsel) and fees and expenses related to collecting, hosting and processing electronically stored information. We generally request that outside service providers directly bill our clients for individual charges in excess of $500, or we may invoice you for such charges billed to the Firm prior to your regularly scheduled invoicing.

RETAINER AND TRUST DEPOSITS

You may be asked to pay a retainer in connection with our representation of you. If so, the Engagement Letter provides details about the terms of the retainer.

During the course of our representation, it may be necessary for us to hold funds on your behalf in our Attorney Trust Account. Such trust funds will be deposited and held in a financial institution insured by the Federal Deposit Insurance Corporation ("FDIC").

Federal depository insurance coverage is currently limited to $250,000.00 per account holder in each insured financial institution. Funds held for you in our Attorney Trust Account are aggregated with all other funds belonging to you in the same financial institution in determining whether your deposit balance exceeds

insurance limits. You will be notified by our trust accounting department of the financial institution(s) being used. The funds being held on your behalf in trust together with other funds not held by us on your behalf but to your credit in the same financial institution may exceed

FDIC insurance coverage and therefore may not be insured in the event of a bank failure.

If you have any questions, you may contact our Accounting Department.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

We bill you on a regular basis, normally each month, for both fees and disbursements. To efficiently render our bills, we may render a bill through a date other than month-end. Fees and expenses, and the associated retainer, will be considered to be "earned" at the time that any fees and expenses are incurred. Our bills are due and payable upon receipt.

If your account becomes delinquent, you agree to promptly bring the account current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation (subject to court approval, if necessary) and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees.

FEE DISPUTES

If you disagree with any particular invoice, you must send us a written objection within thirty (30) days of your receipt of the invoice or you will be deemed to have approved the charges. Typically, such disagreements are resolved to the satisfaction of both sides, with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you may have the right to request arbitration under supervision of the state bar for the jurisdictions in which we practice.

POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

Our Firm represents many other clients. It is possible that during the time we are representing you some of our present or future clients may have disputes with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any

instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

In bankruptcy matters, it is possible that we will be asked to represent other creditors or parties-in-interest. You agree that we may continue to represent or may undertake in the future to represent existing and new clients in such matters. Of course, we will not represent another client in such matters who will take action directly adverse to you.

PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

If the matter for which we are engaged involves a dispute which could reasonably lead to litigation, you may be required to produce documents and other materials relating to such matter in the event of litigation. Therefore, it is vital in any such matter that you preserve all documents (hard copy and electronic), data compilations and tangible objects. The requirement to preserve these materials is a continuing one and will last until you are advised to stop. Failure to preserve these materials could result in Court-imposed penalties or sanctions against you and/or others and can expose those involved to claims for spoliation of evidence. In applicable matters, a "Legal Hold Notice" that further discusses these issues will accompany the Engagement Letter.

TERMINATION

You may terminate our representation at any time by notifying us in writing. Your termination of our services does not affect your responsibility for payment of fees for legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter, including the collection, processing and transmittal of your file to you or substitute counsel.

Subject to the rules of professional responsibility for the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these Terms of Engagement as modified by the Engagement Letter, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, conflicts of interest with another client, or your failure to communicate or cooperate with us. We try to identify in advance and discuss with our client(s) any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we immediately give written notice of our withdrawal. Our right to withdraw depends upon the circumstances existing at the time we seek withdrawal, and we will not withdraw unless withdrawal can be accomplished without violation of applicable rules of professional conduct.

CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

Unless previously terminated, our representation of you concludes upon our sending our final statement for services rendered in the matter covered in our Engagement Letter. We maintain in confidence any otherwise nonpublic information that you have supplied to us, and that we retain, in accordance with applicable rules of professional conduct. At your request, your papers and property are returned promptly upon receipt of payment for outstanding fees and costs. We may retain copies pertaining to the matter for our files. Any such documents retained by us may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials after the termination of the engagement. We may also transfer the information on the documents to electronic media. If we are served with a subpoena for your file, we will notify you. If we are required to comply with the subpoena, you will be responsible for the legal fees and costs incurred, including the review and analysis of documents to determine if privileged documents should be withheld.

DISCLOSURE OF REPRESENTATION

You hereby acknowledge and agree that, subject to the attorney-client privilege, we may represent to third parties that you are a client of the Firm, we may use your logo in connection with marketing and business development initiatives, and we may provide a general description of the services rendered for your benefit.

POST-ENGAGEMENT MATTERS

You are engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations or facts that could have an impact upon your compliance with law, or rights and liabilities. Unless you specifically engage us with regard to future legal development(s) relating to this matter, we have no continuing obligation to advise you with respect to future legal developments concerning the matter (whether arising due to change in fact or law). In addition, and without limiting the generality of the foregoing, it is your responsibility, and we assume no responsibility for keeping track of critical dates, time periods by which notices must be given or advising you of the dates, or time periods by which you must address future deadlines or critical dates such as filings, renewal options, UCC continuation statements, payment due dates or otherwise. Finally, if the Firm is served with a subpoena for the production of documents or testimony relating to or arising from this representation, You agree to pay all reasonable attorneys' fees and costs incurred by the Firm in connection with the subpoena.

EXHIBIT B

SUMMARY OF TIMEKEEPERS INCLUDED IN THIS FEE APPLICATION

NAME	TITLE OR POSITION	DEPARTMENT, GROUP, OR SECTION	DATE OF FIRST ADMISSION (if applicable)	FEES BILLED	HOURS BILLED	HOURLY RATE[1]
Michael D. Sirota	Member	Bankruptcy	1986	$29,340.00	16.30	$1,800.00
Felice R. Yudkin	Member	Bankruptcy	2005	$69,575.00	60.50	$1,150.00
Daniel J. Harris	Member	Bankruptcy	2008	$61,370.00	64.60	$950.00
Benjamin Fischer	Associate	Bankruptcy	2024	$23,564.00	54.80	$430.00
Timothy J. Dumbroff	Associate	Bankruptcy	2023	$13,600.00	32.00	$425.00
Frances Pisano	Paralegal	Bankruptcy	n/a	$23,730.00	56.50	$420.00
Danielle Delehanty	Paralegal	Bankruptcy	n/a	$4,704.00	11.20	$420.00

Client Name: PECF USS Intermediate Holding II Corporation
Case Number: 25-23631
Applicant's Name: Cole Schotz P.C.
Date of Application: April 17, 2026
Interim or Final: First and Final

[1] No rate increases have been implemented during the Compensation Period.

EXHIBIT C

CUSTOMARY AND COMPARABLE COMPENSATION DISCLOSURES WITH FEE APPLICATIONS

(*See* Guidelines ¶ C.3. for definitions of terms used in this Exhibit)

CATEGORY OF TIMEKEEPER (using categories already maintained by the firm)	BLENDED HOURLY RATE	
	Billed by New Jersey Office Excluding Bankruptcy[1]	BILLED In this fee application
Member	$804.95	$1,133.56
Counsel	$727.68	-
Associate	$471.62	$427.50
Staff Attorney	-	-
Paralegal	$496.66	$420.00
Other (please define) –	-	-
All timekeepers aggregated	$654.59	$763.38

Client Name: PECF USS Intermediate Holding II Corporation
Case Number: 25-23631
Applicant's Name: Cole Schotz P.C.
Date of Application: April 17, 2026
Interim or Final: Final

[1] In accordance with the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013, the "preceding year" for which these figures were calculated is the 2025 calendar year; blended rates reflect work performed in the preceding year in each of the domestic offices in which timekeepers collectively billed at least 10% of the hours to the case during the application period, excluding all data from bankruptcy law matters.

EXHIBIT D-1

BUDGET FOR THE COMPENSATION PERIOD
December 29, 2025 - January 31, 2026

PROJECT CATEGORY	HOURS BUDGETED	FEES BUDGETED	HOURS BILLED	FEES SOUGHT
Asset Analysis	0.00	$0.00	0.00	$0.00
Asset/Business Disposition	0.00	$0.00	0.00	$0.00
Assumption and Rejection of Leases and Contracts	0.00	$0.00	0.00	$0.00
Preference Actions/Response	0.00	$0.00	0.00	$0.00
Budgeting (Case)	10.00	$8,500.00	0.00	$0.00
Business Operations	10.00	$0.00	1.50	$1,870.00
Case Administration	200.00	$170,000.00	127.00	$89,728.50
Claims Administration and Objections	0.00	$0.00	0.00	$0.00
Corporate Governance and Board Matters	0.00	$0.00	0.00	$0.00
Data Analysis	0.00	$0.00	0.00	$0.00
Disclosure Statement	0.00	$0.00	0.30	$345.00
Employee Benefits/Pensions	0.00	$0.00	0.00	$0.00
Fee Application Preparation	10.00	$8,500.00	3.60	$1,968.50
Fee Employment	50.00	$42,500.00	35.70	$26,600.00
Fee Objections	10.00	$8,500.00	0.00	$0.00
Financing	25.00	$21,250.00	3.90	$3,329.00
Litigation	75.00	$63,750.00	23.80	$25,765.50
Meetings of Creditors	0.00	$0.00	0.00	$0.00
Plan of Reorganization	50.00	$42,500.00	20.70	$19,990.50
Real Estate	0.00	$0.00	0.00	$0.00
Relief from Stay	0.00	$0.00	0.00	$0.00
Reporting	10.00	$8,500.00	2.40	$2,540.00
Tax Issues	0.00	$0.00	0.00	$0.00
Valuation	0.00	$0.00	0.00	$0.00
Non-Working Travel	0.00	$0.00	0.00	$0.00
Total:	**450.00**	**$375,00.00**	**295.90**	**$225,883.00**

BUDGET FOR THE COMPENSATION PERIOD
February 1, 2026 - March 3, 2026

PROJECT CATEGORY	HOURS BUDGETED	FEES BUDGETED	HOURS BILLED	FEES SOUGHT
Asset Analysis	0.00	$0.00	0.00	$0.00
Asset/Business Disposition	0.00	$0.00	0.00	$0.00
Assumption and Rejection of Leases and Contracts	0.00	$0.00	0.00	$0.00
Preference Actions/Response	0.00	$0.00	0.00	$0.00
Budgeting (Case)	10.00	$8,500.00	0.00	$0.00
Business Operations	10.00	$8,500.00	0.00	$0.00
Case Administration	200.00	$170,000.00	17.20	$9,223.50
Claims Administration and Objections	0.00	$0.00	0.00	$0.00
Corporate Governance and Board Matters	0.00	$0.00	0.00	$0.00
Data Analysis	0.00	$0.00	0.00	$0.00
Disclosure Statement	25.00	$21,250.00	1.20	$504.00
Employee Benefits/Pensions	0.00	$0.00	0.00	$0.00
Fee Application Preparation	25.00	$21,250.00	10.60	$5,827.00
Fee Employment	25.00	$21,250.00	10.80	$7,366.00
Fee Objections	20.00	$17,000.00	0.00	$0.00
Financing	25.00	$21,250.00	0.60	$610.00
Litigation	50.00	$42,500.00	2.70	$2,394.00
Meetings of Creditors	0.00	$0.00	0.00	$0.00
Plan of Reorganization	50.00	$42,500.00	24.10	$21,296.50
Real Estate	0.00	$0.00	0.00	$0.00
Relief from Stay	0.00	$0.00	1.70	$1,444.00
Reporting	10.00	$8,500.00	8.10	$5,081.00
Tax Issues	0.00	$0.00	0.00	$0.00
Valuation	0.00	$0.00	0.00	$0.00
Non-Working Travel	0.00	$0.00	0.00	$0.00
Total:	**450.00**	**$375,00.00**	**295.90**	**$225,883.00**

EXHIBIT D-2
STAFFING PLAN FOR COMPENSATION PERIOD

	CATEGORY OF TIMEKEEPER (using categories maintained by the firm)	NUMBER OF TIMEKEEPERS EXPECTED TO WORK ON THE MATTER DURING THE BUDGET PERIOD	AVERAGE HOURLY RATE
	Member	3	$1,133.56
	Counsel	-	-
	Sr. Associate (7 or more years since first admission)	-	-
	Associate (4-6 years since first admission)	-	-
	Jr. Associate (1-3 years since first admission)	2	$427.50
	Staff Attorney	-	-
	Paralegal	2	$420.00
	Other (please define) – eDiscovery Analysts	-	-

This staffing plan (the "Staffing Plan") is being provided pursuant to the Office of the United States Trustee's Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013. The Staffing Plan is Cole Schotz's current best estimate of the professionals and paraprofessionals required to properly staff this matter for the immediate future and is subject to change as the case develops.

EXHIBIT E-1
SUMMARY OF COMPENSATION REQUESTED BY PROJECT CATEGORY
(*See* Guidelines § C.8. for project category information.)

PROJECT CATEGORY	HOURS BUDGETED	FEES BUDGETED	HOURS BILLED	FEES SOUGHT
Asset Analysis	0	$0.00	0.00	$0.00
Asset/Business Disposition	0	$0.00	0.00	$0.00
Assumption and Rejection of Leases and Contracts	0	$0.00	0.00	$0.00
Preference Actions/Response	0	$0.00	0.00	$0.00
Budgeting (Case)	20	$17,000.00	0.00	$0.00
Business Operations	20	$8,500.00	1.50	$1,870.00
Case Administration	400	$340,000.00	144.20	$98,952.00
Claims Administration and Objections	0	$0.00	0.00	$0.00
Corporate Governance and Board Matters	0	$0.00	0.00	$0.00
Data Analysis	0	$0.00	0.00	$0.00
Disclosure Statement	25	$21,250.00	1.50	$849.00
Employee Benefits/Pensions	0	$0.00	0.00	$0.00
Fee Application Preparation	35	$29,750.00	14.20	$7,795.50
Fee Employment	75	$63,750.00	46.50	$33,966.00
Fee Objections	30	$25,500.00	0.00	$0.00
Financing	50	$42,500.00	4.50	$3,939.00
Litigation	125	$106,250.00	26.50	$28,159.50
Meetings of Creditors	0	$0.00	0.00	$0.00
Plan of Reorganization	100	$85,000.00	44.80	$41,287.00
Real Estate	0	$0.00	0.00	$0.00
Relief from Stay	0	$0.00	1.70	$1,444.00
Reporting	20	$17,000.00	10.50	$7,621.00
Tax Issues	0	$0.00	0.00	$0.00
Valuation	0	$0.00	0.00	$0.00
Non-Working Travel	0	$0.00	0.00	$0.00
Total:	**900.00**	**$750,000.00**	**295.9**	**$225,883.00**

Client Name: PECF USS Intermediate Holding II Corporation
Case Number: 25-23631
Applicant's Name: Cole Schotz P.C.
Date of Application: April 17, 2026
Interim or Final: First and Final

EXHIBIT E-2

SUMMARY OF EXPENSE REIMBURSEMENT REQUESTED BY CATEGORY

(*See* Guidelines § C.8. for project category information.)

CATEGORY	AMOUNT
Computer Assisted Research	$586.05
In-House Reproduction	$8.80
Court Fees	$98.00
Court Reporting/Transcripts	$265.35
Travel	$0.00
Other – Delivery Service/Courier	$258.50
DISBURSEMENTS TOTAL	**$1,216.70**

Client Name: PECF USS Intermediate Holding II Corporation
Case Number: 25-23631
Applicant's Name: Cole Schotz P.C.
Date of Application: April 17, 2026
Interim or Final: First and Final