MILBANK LLP
Dennis F. Dunne (*pro hac vice*)
Samuel A. Khalil (*pro hac vice*)
Matthew Brod (*pro hac vice*)
Lauren C. Doyle (*pro hac vice*)
Benjamin M. Schak (*pro hac vice*)
55 Hudson Yards
New York, NY 10001
Telephone: 1 (212) 530-5000
DDunne@Milbank.com
SKhalil@Milbank.com
MBrod@Milbank.com
LDoyle@Milbank.com
BSchak@Milbank.com

Co-Counsel to the Debtors and Debtors in Possession

COLE SCHOTZ P.C.
Michael D. Sirota
Felice R. Yudkin
Daniel J. Harris
Court Plaza North, 25 Main Street
Hackensack, NJ 07601
Telephone: 1 (201) 489-3000
MSirota@coleschotz.com
FYudkin@coleschotz.com
DHarris@coleschotz.com

Co-Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re **PECF USS INTERMEDIATE HOLDING II CORP.**,[1] Reorganized Debtor.	Case No. 25-23631 (MBK) Chapter 11

STIPULATION BETWEEN UNITED SITE SERVICES OF CALIFORNIA, INC., AND DFDJ SUGAR BEAR, INC., REGARDING ASSUMPTION OF 3200-3408 HILLCAP AVENUE LEASE

This stipulation (the "**Stipulation**") is entered into as of June 17, 2026, by and among (i) United Site Services of California, Inc. (the "**Lessee**") and (ii) DFDJ Sugar Bear, Inc. ("**DFDJ Sugar Bear**"). Collectively, the Lessee and DFDJ Sugar Bear are referred to herein as the "**Parties**" and each a "**Party**." The Parties hereby stipulate and agree as follows.

WHEREAS, on December 29, 2025 (the "**Petition Date**"), the Lessee commenced a case under chapter 11 of the Bankruptcy Code by filing a voluntary petition for relief. The chapter 11

[1] The last four digits of Reorganized Debtor PECF USS Intermediate Holding II Corporation's tax identification number are 9019. PECF USS Intermediate Holding II Corporation's chapter 11 case was previously jointly administered under the case of United Site Services, Inc., Case No. 25-23630 (MBK). The location of PECF USS Intermediate Holding II Corporation's service address in this chapter 11 case is: 2487 W Navigator Drive, Ste. 300, Meridian, ID 83642.

252363126061700000000001

cases of the Lessee and its debtor affiliates (collectively, the "**Reorganized Debtors**") were jointly administered under the caption *In re United Site Services, Inc.*, Case No. 25-23630 (Bankr. D.N.J.).

WHEREAS, on February 27, 2026, the Court entered 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* [Dkt. No. 344] (the "**Confirmation Order**"), confirming the *Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 344, Ex. A] (as modified and supplemented from time to time, the "**Plan of Reorganization**").

WHEREAS, on March 3, 2026, the Effective Date (as defined in the Plan of Reorganization) occurred. *See Notice of (I) Entry of an Order Approving the Adequacy of the Disclosure Statement and 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 and (II) Occurrence of Effective Date* [Dkt. No. 384].

WHEREAS, on April 16, 2026, the Court entered the *Final Decree Closing Certain of the Chapter 11 Cases* [Dkt. No. 454], closing the chapter 11 cases of the Reorganized Debtors, other than Reorganized Debtor PECF USS Intermediate Holding II Corporation. All remaining matters, including claims reconciliation with respect to claims against each Reorganized Debtor, are administered in the case of Reorganized Debtor PECF USS Intermediate Holding II Corporation.

WHEREAS, Article V.B of the Plan of Reorganization provides that "[t]he Cure for each assumed Executory Contract or Unexpired Lease shall be Allowed in the amount of $0.00 unless (a) the Plan expressly provides otherwise, (b) a Final Order is entered Allowing the Cure in a different amount, or (c) the Reorganized Debtors otherwise agree to Allow a Cure in a different amount. Any dispute regarding the assumption or assumption and assignment of an [] Unexpired Lease . . . must be filed with the Court on or before [the Contract Objection Deadline]."

WHEREAS, Article V.B of the Plan of Reorganization further provides that "Allowance and payment of a Cure in accordance with the Plan (including in the amount of $0.00, if applicable)

shall constitute full and final satisfaction of all Claims arising from any defaults under an assumed Executory Contract or Unexpired Lease, whether monetary or not . . . that arose under such Executory Contract or Unexpired Lease at any time before the date that the Executory Contract or Unexpired Lease was assumed, and such Cure shall be released and discharged upon such payment by the Debtors or Reorganized Debtors of such Cure cost."

WHEREAS, the Lessee and DFDJ Sugar Bear are parties to that certain Lease Agreement, dated August 12, 2005 (as amended, supplemented, or otherwise modified from time to time, the "**Lease**"), with respect to premises located at 3408 and 3200 Hillcap Avenue, San Jose, CA 95136 (the "**Premises**").

WHEREAS, the Lessee has assumed the Lease pursuant to Article V of the Plan of Reorganization.

WHEREAS, the Parties mutually agreed to extend the Contract Objection Deadline with respect to the Lease to April 6, 2026.

WHEREAS, on April 1, 2026, DFDJ Sugar Bear filed the *Objection to Cure Amount by Creditor and Lessor DFDJ Sugar Bear, Inc.* [Dkt. No. 446] (the "**Objection**"), asserting that the Lessee was required to: (a) pay an invoice for the repair of the roof of the building on the Premises, (b) pay an invoice for the repair of a rolling overhead door, (c) repave the Premises, (d) repair or replace certain fences on the Premises, (e) trim certain trees that are located on or are overhanging the Premises, and (f) pay DFDJ Sugar Bear's attorneys' fees incurred in connection with the Objection (collectively, the "**Asserted Cure Claims**") and seeking, among other things, an order requiring the Lessee to cure those alleged defaults as a condition of assuming the Lease.

WHEREAS, the Parties desire to resolve any dispute with respect to any need to cure the Asserted Cure Claims in connection with the Lessee's assumption of the Lease as stipulated below.

Now, THEREFORE, upon the foregoing recitals, which are incorporated as though fully set forth herein, it is hereby STIPULATED AND AGREED, by and between the Parties, through the undersigned, that:

1. The Lessee will pay DFDJ Sugar Bear $95,806 within 10 business days of execution of this Stipulation, representing a roof replacement invoice of $91,256.00 and a door repair invoice of $4,550.00.

2. The Lessee will (a) repair, replace, or straighten any bent posts on fences bordering the Premises, (b) replace any damaged chain-link sections of such fences, (c) repair any damaged privacy slats on such fences, and (d) replace all burned, heat-damaged, or rusted fencing on the Premises. The Lessee will make commercially reasonable efforts to complete the foregoing repairs no later than June 30, 2026.

3. If the neighboring property owner (the "**Neighbor**") does not trim the trees overhanging onto the Premises by June 30, 2026, the Lessee shall use commercially reasonable efforts to obtain a written agreements from the Neighbor to permit the Lessee do so by a date certain. If the Lessee is not able to obtain such a written agreement, the Lessee will use commercially reasonable efforts to remove or trim all dangerously overhanging branches and limbs on the Premises that are damaging the fencing or that constitute a health and safety hazard. The Lessee may seek reimbursement from the Neighbor for the costs incurred in performing such work.

4. The Lessee will remove and replace damaged areas of the parking lot, including sealing, coating and restriping the asphalt on the Premises. The Lessee will use commercially reasonable efforts to complete the repairs described in this paragraph 4 no later than June 30, 2026; *provided* that any remediation of soil contamination shall occur in a commercially reasonable schedule.

5. Each Party shall bear its own attorneys' fees and costs with respect to the execution and delivery of this Stipulation. DFDJ Sugar Bear waives any attorneys' fees with respect to the Asserted Cure Claims and in connection with assuming the Lease.

6. The Lessee has not timely exercised its option to extend the Lease term for one (1) consecutive year (the "**Extension Option**"). The Extension Option required the Lessee to deliver notice of exercise of the option to extend the Lease to DFDJ Sugar Bear not less than ninety (90) days prior to the current Lease expiration date of July 31, 2026. DFDJ Sugar Bear consents to the Lessee's late delivery of notice required to exercise the Extension Option; *provided* that the late exercise of the Extension Option is expressly conditioned upon and contingent upon the Lessee making the payment set forth in paragraph 1 and timely completing the repairs set forth in paragraphs 2 through 4 herein.

7. DFDJ Sugar Bear shall withdraw the Objection within 2 business days following receipt of payment under paragraph 1, without prejudice to enforcing this Stipulation and without prejudice to enforcing the terms of the Lease as to defaults that may have arisen or may arise after assumption of the Lease.

8. This Stipulation may be enforced before the Bankruptcy Court or any court in the State of California having jurisdiction pursuant to the terms of the Lease.

9. Each of the Parties represents and warrants that, as of the date of this Stipulation, it has the authority to enter into this Stipulation. Each of the undersigned counsel represents that he or she is authorized to execute this Stipulation on behalf of his or her respective client.

10. The Parties acknowledge that this constitutes the entire Stipulation between the Parties with respect to the subject matter hereof.

11. This Stipulation shall not be amended without the written consent of both Parties.

12. This Stipulation shall be binding on and run to the benefit of the Parties, and all of their affiliates, assigns, and successors.

13. The Parties agree that this Stipulation is not intended, nor shall it be construed by anyone, to be an admission of liability by or on behalf of either of the Parties.

14. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Stipulated and agreed to by:

DFDJ Sugar Bear, Inc., by:

SAUL EWING LLP
Turner N. Falk
1735 Market Street, 34th Floor
Philadelphia, PA 19103
Office: (215) 972-7777
turner.falk@saul.com

- and -

BINDER MALTER HARRIS & ROME-BANKS LLP
Julie Rome-Banks
1625 The Alameda, Suite 101
San Jose, CA 95126
Office: (408) 295-1700
julie@bindermalter.com

Co-Counsel for DFDJ Sugar Bear, Inc.

United Site Services of California, Inc., by:

COLE SCHOTZ P.C.
Michael D. Sirota
Felice R. Yudkin
Daniel J. Harris
Court Plaza North, 25 Main Street
Hackensack, NJ 07601
Telephone: 1 (201) 489-3000
MSirota@coleschotz.com
FYudkin@coleschotz.com
DHarris@coleschotz.com

- and -

MILBANK LLP
Dennis F. Dunne (*pro hac vice*)
Samuel A. Khalil (*pro hac vice*)
Matthew Brod (*pro hac vice*)
Lauren C. Doyle (*pro hac vice*)
Benjamin M. Schak (*pro hac vice*)
55 Hudson Yards
New York, NY 10001
Telephone: 1 (212) 530-5000
DDunne@Milbank.com
SKhalil@Milbank.com
MBrod@Milbank.com
LDoyle@Milbank.com
BSchak@Milbank.com

Co-Counsel to the Reorganized Debtors