Docket #0008 Date Filed: 4/9/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
ASCEND ELEMENTS, INC., *et al.*,[1]	)	Case No. 26-90440 (ARP)
Debtors.	)	(Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO REJECT THE INITIAL LEASE AND CERTAIN EXECUTORY CONTRACTS, (II) AUTHORIZING THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, (III) APPROVING AND ESTABLISHING PROCEDURES TO REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at https://ecf.txsb.uscourts.gov/ within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby submit this motion (this "Motion"). In support of the Motion, the Debtors submit the *Declaration of Linh Austin in Support of the Debtors' Chapter 11 Petitions and Emergency First Day Motions* (the "First Day Declaration"),[2] filed contemporaneously herewith and incorporated herein by reference, and the *Declaration of Adam Titus in Support of Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Reject the Initial Lease and Certain Executory Contracts, (II) Authorizing the Abandonment of Certain Personal Property, if Any, (III) Approving and Establishing Procedures to Reject Executory Contracts and*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Ascend Elements, Inc. (2893) and Ascend Elements US, LLC (8309). The location of the Debtors' service address is: 133 Flanders Road, Westborough, MA 01581.

[2] Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration, or Titus Declaration.

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Unexpired Leases, and (IV) Granting Related Relief (the "Titus Declaration") (forthcoming). In further support of this Motion, the Debtors state as follows:

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the "Order"): (a) authorizing the rejection of (i) an unexpired lease between Debtor Ascend Elements, Inc. and 78 Barnum Road, LLC (the "78 Barnum Road Lease," or the "Initial Lease"), (ii) that certain engagement letter, dated October 29, 2025, by and between Ascend Elements, Inc. and PricewaterhouseCoopers Advisory Services LLC (the "PwC Engagement Letter"), and (iii) that certain Master Services Agreement, dated July 11, 2023, by and between Ascend Elements, Inc. and PowerTech Water, Inc. d/b/a ElectraMet (the "PowerTech Hopkinsville MSA"[3] and, together with the PwC Engagement Letter, the "Initial Contracts"), each as listed on **Schedule 1** to the Order, effective as of the Petition Date (as defined below), (b) authorizing and establishing the procedures contained in the Order (the "Rejection Procedures")[4] for (i) rejecting executory contracts and unexpired leases (each, a "Contract" or "Lease")[5] and (ii) abandoning personal property in connection with any rejected Contract or Lease, and (c) authorizing and approving the Rejection Notice (as defined in the Order) to each relevant non-Debtor counterparty (each, a "Counterparty") to an affected Contract or Lease, substantially in the form attached to the Order as **Exhibit 2**,[6] and (d) granting related relief.

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[3] For the avoidance of doubt, the PowerTech Hopkinsville MSA relates solely to Ascend's Hopkinsville, Kentucky facility.

[4] The Rejection Procedures and any exhibits thereto are incorporated herein by reference.

[5] The Debtors may, in the future, seek entry of an order approving procedures for the abandonment of "de minimis" assets unrelated to the rejection of any Contract or Lease. The Debtors submit that, if there is any conflict between the provisions in the Rejection Procedures relating to the abandonment of assets and those set forth in any subsequently Court-approved procedures, the latter shall control.

[6] As described below, the Rejection Procedures allow for the simultaneous rejection of multiple Contracts and Leases, such that it is conceivable that a Counterparty may be party to multiple Contracts or Leases on the Rejection Notice. As such, all references in this Motion or the Order to a Contract or Lease (or terms related thereto) in the singular shall include the plural as well, and vice versa.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 363, 365, 521, and 554 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Rules 6004, 6006, and 6007, and rule 9013-1 and 1001-d of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "Complex Case Procedures").

Background

5. The Debtors are in the business of recovering critical minerals from used lithium-ion batteries to create Black Mass – a valuable intermediate generated during the battery recycling process – and then using it to produce other materials, namely high-performance precursor cathode active material (pCAM) and lithium carbonate, both of which are crucial to the fast-growing battery industry. A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the First Day Declaration, filed contemporaneously herewith on April 9, 2026 (the "Petition Date").

6. On the Petition Date, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors

have filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated as of the date hereof.

The Debtors' Executory Contracts and Unexpired Leases and the Proposed Rejection Procedures

7. The Debtors are party to hundreds of agreements, including (a) Contracts with vendors for the supply of goods and services, licensing agreements, software and information technology agreements, and other agreements related to the Debtors' business and (b) Leases with respect to real and personal property.

8. Prior to commencing these Chapter 11 Cases, the Debtors, in consultation with their financial advisor, Alvarez & Marsal North America, LLC performed a comprehensive review of their executory contracts and unexpired leases, including the Initial Lease and the Initial Contracts.

9. The Debtors and their advisors are continuing to assess which additional Contracts and Leases should be rejected as such Contracts and Leases are no longer required by, or are otherwise unfavorable to, the Debtors. Absent the relief requested herein, the Debtors may be required under applicable law to file a discrete motion each time they seek to reject a Contract or Lease. This would require the Debtors to needlessly expend their limited resources, to the detriment of all stakeholders in these chapter 11 cases, and would be burdensome for the Court and its staff as well.

10. Accordingly, the Debtors believe that establishing orderly procedures for the rejection of Contracts and Leases would streamline the administration of these chapter 11 cases and otherwise promote efficiency for the Court, the office of the United States Trustee for

the Southern District of Texas (the "U.S. Trustee"), and all other parties in interest, thereby (a) maximizing the value of the Debtors' estates for the benefit of all stakeholders and (b) preserving the due process rights of parties in interest (particularly the Counterparties).

11. The Rejection Procedures are designed to, among other things, (i) outline the process by which the Debtors would serve notice to Counterparties regarding the prospective rejection of their Contracts or Leases, which notice would include pertinent information relating thereto (*e.g.,* the effective date thereof (the "Rejection Date"), and (ii) establish objection and other relevant deadlines and the manner for resolving disputes relating to the Debtors' proposed rejection, and (iii) eliminate the necessity for a hearing with respect thereto.

Personal Property to be Abandoned

12. The Debtors continue to evaluate the remaining personal property at their premises to determine whether (a) the personal property is of inconsequential value or (b) the cost of removing and storing the personal property for future use, marketing, or sale exceeds its value to the Debtors' estates. The Debtors intend to abandon all personal property affiliated with the Rejected Contracts and Leases, which personal property is no longer necessary for the Debtors' continued operations.

Basis for Relief

I. Rejection of the Initial Lease and the Initial Contracts, and Rejection of Contracts and Leases Pursuant to the Rejection Procedures, is and Would Be an Exercise of the Debtors' Sound Business Judgment and, Therefore, Should Be Authorized.

a. Rejection of the Initial Lease and the Initial Contracts is an exercise of the Debtors' sound business judgment and is in the best interests of the Debtors, their estates, and creditors.

13. On November 1, 2023, Debtor Ascend Elements entered into a non-residential real property lease with 78 Barnum Road LLC for certain premises located at 78 Barnum Road, Devens, Massachusetts. The lease covers approximately 66,064 square feet of space, and requires the Debtor to pay base rent of $110,106.67 per month.

14. On July 11, 2023, Ascend Elements, Inc. entered into the PowerTech Hopkinsville MSA pursuant to which PowerTech Water, Inc. d/b/a ElectraMet agreed to provide cartridge services, ElectraLink remote monitoring services, software licenses, and technical support. The PowerTech Hopkinsville MSA provides for a 48-month term, a total monthly service fee of $217,000 for the Phase 1 and Phase 2 systems, an incremental monthly service fee of $98,000 for the Phase 2 System and further provides that if refurbished cartridges must be replaced by new cartridges, the incremental monthly service fee increases to $191,000. On February 8, 2024, Ascend Elements, Inc. entered into the PowerTech Hopkinsville Addendum, which revised payment terms so that payments begin at successful FAT, continue under the original MSA for up to six months, and then are recalculated or paused depending on when installation and use of equipment occurs, with the annual lease amount not to exceed $1,428,000 during the 12 months after installation and use of equipment.

15. On October 29, 2025, Ascend Elements, Inc. entered into the PwC Engagement Letter pursuant to which PricewaterhouseCoopers Advisory Services LLC agreed to provide finance transformation consulting and managed services for Ascend Elements, Inc.'s accounts payable, accounts receivable, general ledger accounting, financial reporting, and payroll accounting functions. The engagement has an estimated end date of December 1, 2030 and fixed fees totaling $3,185,000, with monthly fees ranging from $89,250 in the first year to approximately $42,917 to $47,417 thereafter, plus expenses.

16. Section 365(a) of the Bankruptcy Code allows a debtor in possession (with bankruptcy court approval) to maximize the value of its estates by "assum[ing] or reject[ing] any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a).[7] This authority is "vital to the basic purpose" of a chapter 11 reorganization, "because rejection can release the

[7] "A contract is executory if performance remains due to some extent on both sides." *Mission Prod. Holdings, Inc. v. Tempnology, LLC* , 139 S. Ct. 1652, 1658 (2019).

debtor's estate from burdensome obligations that can impede a successful reorganization," *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 528 (1984), while assumption allows "a debtor [to] force others to continue to do business with it when the bankruptcy filing might otherwise make them reluctant to do so," thereby "making the debtor's rehabilitation more likely." *Richmond Leasing Co. v. Cap. Bank, N.A.*, 762 F.2d 1303, 1310 (5th Cir. 1985).

17. "A bankruptcy court reviews a debtor's decision to assume or reject an executory contract under the deferential 'business judgment' standard." *Matter of J. C. Penney Direct Mktg. Servs., L.L.C.*, 50 F.4th 532, 534 (5th Cir. 2022) (citation omitted). Indeed, the Fifth Circuit has held the following:

> We have held that "as long as assumption of a lease appears to enhance a debtor's estate," a bankruptcy court should only withhold approval when "the debtor's judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code." Furthermore, "it is the debtor who decides whether to maintain the contract," rather than any third party.

Id. (citing *Tempnology*, 139 S. Ct. at 1658; *Richmond Leasing*, 762 F.2d at 1308–09; *In re Nat'l Gypsum Co.*, 208 F.3d 498, 505 (5th Cir. 2000)). Courts emphasize that the business judgment standard is not an onerous standard; rather it "is flexible and encourages discretion." *In re ASARCO, L.L.C.*, 650 F.3d 593, 601 (5th Cir. 2011). As such, courts exhibit "[g]reat judicial deference . . . to [a debtor's] exercise of business judgment." *GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd.*, 331 B.R. 251, 254 (N.D. Tex. 2005). Upon finding that a debtor exercised its sound business judgment in determining that rejecting certain contracts or leases is in the best interests of its creditors and all parties in interest, a court should approve the rejection under section 365(a) of the Bankruptcy Code. *See In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course").

18. The Debtors' decision to reject the Barnum Road Lease and the Initial Contracts is well within the Debtors' reasonable business judgment and is in the best interests of their estates and creditors. The Debtors have determined that continued performance under these agreements would provide no meaningful value to the estates and would impose significant and unnecessary administrative and financial burdens.

19. First, with respect to the Barnum Road Lease, the Debtors have never occupied or used the leased premises. The space was leased with the expectation that it could be used as a manufacturing facility for the development of battery materials; however, the Barnum Road landlord failed to satisfy its obligations to deliver the premises in a usable condition. As a result, the Debtors were unable to commence any operations at the site. On February 23, 2024, Ascend delivered a letter to terminate the lease effective immediately based on material landlord breaches, including building code violations, ADA non-compliance, and the inability to obtain a certificate of occupancy (the "Termination Letter"). When the landlord disputed that termination, Ascend filed a complaint on October 1, 2024 asserting claims arising from the landlord's breaches of the lease.

20. Accordingly, the Debtors are seeking rejection of the Barnum Road Lease through this Motion out of an abundance of caution to the extent the Barnum Road Lease is determined not to have been terminated previously.

21. Despite receiving no benefit from the lease, maintaining the Barnum Road Lease would require the Debtors to continue paying substantial monthly rent and related charges, including base rent of $110,106.67 per month, plus taxes and operating expenses, which would unnecessarily deplete estate assets.

22. Likewise, continued performance under the PwC Engagement Letter would impose significant and unnecessary costs on the estates without providing commensurate value. Under the PwC Engagement Letter, the Debtors are required to pay fixed fees totaling $3,185,000

over a term expected to run through December 1, 2030, with monthly fees ranging from $89,250 in the first year to approximately $42,917 to $47,417 thereafter, plus expenses. The services provided by PwC consist of finance transformation consulting and managed services for internal finance and accounting functions, including accounts payable, accounts receivable, general ledger accounting, financial reporting, and payroll accounting. The Debtors have determined that these services are no longer necessary for their operations at the contract price, and continued performance would further deplete estate assets for services the Debtors do not need.

23. The PowerTech Hopkinsville MSA likewise imposes significant ongoing obligations on the estates without corresponding value. Under the PowerTech Hopkinsville MSA, PowerTech provides cartridge services, ElectraLink remote monitoring services, software licenses, and technical support, and the applicable services schedule provides for a 48-month term and an incremental monthly service fee of $98,000 for the Phase 2 System.

24. The Debtors have determined that the services provided under the PowerTech Hopkinsville MSA are no longer needed on the terms and at the pricing required under the agreement. Continuing to perform under the PowerTech Hopkinsville MSA would burden the estates with substantial ongoing charges, including the monthly service fee contemplated by the services schedule, without a corresponding benefit, and rejection therefore represents a sound exercise of the Debtors' business judgment.

b. Rejection of Contracts and Leases pursuant to the Rejection Procedures is an exercise of the Debtors' sound business judgment.

25. Furthermore, as described above, the streamlined Rejection Procedures would greatly maximize efficiency and, by extension, value in these chapter 11 cases. Without the Rejection Procedures, the Debtors may be required to file an individual standalone motion each time they seek to reject a Contract or Lease, thereby occupying the valuable time of the Debtors,

the Court and its staff, the U.S. Trustee, any statutory committee appointed in these chapter 11 cases, and other parties in interest.

26. In addition, the Rejection Procedures would not violate or prejudice the due process rights of any Counterparty or other party in interest. As a procedural matter, "[a] proceeding to assume, reject, or assign an executory contract or unexpired lease . . . is governed by Rule 9014." Fed. R. Bankr. P. 6006(a). Bankruptcy Rule 9014 provides that, "[i]n a contested matter not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought." Fed. R. Bankr. P. 9014(a). The notice and hearing requirements for contested matters in Bankruptcy Rule 9014 are satisfied if appropriate notice and an opportunity for hearing are given in light of the particular circumstances. *See* 11 U.S.C. § 102(1)(A) (defining "after notice and a hearing" or a similar phrase to mean such notice and an opportunity for hearing "as [are] appropriate in the particular circumstances").

27. Here, pursuant to the Rejection Procedures, affected Counterparties and other parties in interest (including the U.S. Trustee and any statutory committee appointed in these chapter 11 cases) would receive notice of a Debtor's proposed rejection of any Contract or Lease, which would contain pertinent information in connection therewith (*e.g.*, the proposed Rejection Date). *See, e.g.*, *In re Mid Region Petroleum, Inc.*, 111 B.R. 968, 970 (Bankr. N.D. Okla. 1990) (holding that the effective date of a lease's rejection was the date the debtor gave notice to the lessor of its intent to reject), *aff'd*, 1 F.3d 1130 (10th Cir. 1993); *In re Carlisle Homes, Inc.*, 103 B.R. 524, 535 (Bankr. D.N.J. 1988) (finding that a debtor may reject an executory contract by clearly communicating its intention to reject).

28. Under Bankruptcy Rule 6006(e), however, a debtor may join requests for authority to reject multiple executory contracts or unexpired leases in one motion, subject to

Bankruptcy Rule 6006(f). A motion to reject multiple executory contracts or unexpired leases that are not between the same parties shall:

> (1) state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion; (2) list parties alphabetically and identify the corresponding contract or lease; . . . (5) be numbered consecutively with other omnibus motions to . . . reject executory contracts or unexpired leases; and (6) be limited to no more than 100 executory contracts or unexpired leases.

Fed. R. Bankr. P. 6006(f).

29. The proposed Rejection Procedures largely comport with the requirements of Bankruptcy Rule 6006(f). The procedural requirements in Bankruptcy Rule 6006(f) are intended to protect the due process rights of Counterparties to the affected Contracts and Leases. A Counterparty must be able to locate its Contract or Lease and readily determine whether its Contract or Lease is being rejected. Given the substantial number of Contracts and Leases that the Debtors may reject, obtaining Court approval of each rejection would impose unnecessary administrative burdens on the Debtors and the Court and result in costs to the Debtors' estates that may decrease the economic benefits of rejection. Pursuant to the Rejection Procedures, however, the Debtors would provide the affected Counterparty, as well as the U.S. Trustee, and counsel to any statutory committee appointed in these chapter 11 cases, if any (collectively, the "Objection Service Parties"), with the requisite notice and an opportunity to object to any proposed action, thereby preserving the due process rights of the key parties in interest. Moreover, the Court would maintain authority and oversight in the event of an objection to a particular rejection of a Contract or Lease.

30. Furthermore, section 105(a) of the Bankruptcy Code confers the Court with broad equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Accordingly, the Court has expansive equitable powers to fashion any order or decree that is in the interest of preserving or protecting

the value of the Debtors' assets. *See In re Young*, 416 F. App'x 392, 398 (5th Cir. 2011) (recognizing that "[s]ection 105(a) of Title 11 permits the bankruptcy court to exercise broad authority"). The proposed Rejection Procedures are necessary for the Debtors to streamline the Debtors' entry into chapter 11 by reducing the imposition of administrative burdens on the Debtors and the Court and unnecessary costs to the detriment of the Debtors' estates and their stakeholders as the Debtors stabilize their business and explore a value-maximizing transaction.

31. Based on the foregoing, the Debtors respectfully submit that the Rejection Procedures are fair, reasonable, and in the best interests of the Debtors and their estates and stakeholders and, therefore, should be approved.

II. Retroactive Relief is Appropriate.

32. The Debtors submit that it is appropriate for the Court to authorize the Debtors to deem the rejection of the Initial Lease and the Initial Contracts effective retroactively to the Petition Date. Moreover, the Debtors submit that it is appropriate for the Court to authorize, but not direct nor require, the Debtors, through the Rejection Procedures, to deem the rejection of a Contract or Lease effective retroactively to the filing date of this Motion or a later date established by the Debtors in accordance with the Rejection Procedures or as agreed between the Debtors and the applicable Counterparty.

33. Section 365 of the Bankruptcy Code does not address when the rejection ordered by the Court is deemed effective, nor does the Bankruptcy Code restrict courts from concluding that the effective date of the rejection is the date of the requested relief. *See In re Amber's Stores, Inc.*, 193 B.R. 819, 825–27 (Bankr. N.D. Tex. 1996) ("[N]othing precludes [the court] . . . from approving . . . rejection of a non-residential real property lease retroactively to an earlier date."); *In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (Section 365 of the Bankruptcy Code "does not state that rejection cannot be applied retroactively, or that there are restrictions as to the manner in which the court can approve rejection."); *In re CCI Wireless,*

LLC, 297 B.R. 133, 138 (D. Colo. 2003) (noting that section 365 of the Bankruptcy Code "does not prohibit the bankruptcy court from allowing the rejection of leases to apply retroactively"). However, courts, including those in this circuit, have held that a bankruptcy court may exercise its equitable powers in granting such a retroactive order when doing so promotes the purposes of section 365(a) of the Bankruptcy Code. *See In re Romacorp, Inc.*, No. 05-86818-BJH-11, 2006 WL 6544088, at *3 (Bankr. N.D. Tex. Feb. 2, 2006) ("[T]his Court has determined that, in certain circumstances, 'nothing precludes [the Court] based on the equities of the case, from approving . . . rejection of a non-residential real property lease retroactively to an earlier date.'") (citation omitted). Consistent with courts in this District evaluating similar requests for relief, the Court should authorize the Debtors to deem the rejection of the Rejected Contracts and Leases effective retroactively to the applicable Rejected Contracts and Leases Dates, which date is, at the earliest, the filing date of this Motion. *See In re Steward Health Care LLC*, No. 24-901213 (CML) (Bankr. S.D. Tex. July 10, 2024); *In re Wellpath Holdings, Inc., et al*., No. 24-90533 (ARP) (Bankr. S.D. Tex. Dec. 4, 2024); *In re Conn's, Inc., et al.,* No. 24-33357 (ARP) (Bankr. S.D. Tex. Aug. 20, 2024); *In re NPC International Inc*., No. 20-32564 (CML) (Bankr. S.D. Tex. Oct. 19, 2020).[8]

34. Here, retroactive rejection is warranted because the Initial Lease and the Initial Contracts drain value from the Debtors' estates each day they remain in place. Continuing to maintain the Barnum Road Lease, and to pay for premises the Debtors do not use, cannot use, and do not need, as well as to continue funding the services under the Initial Contracts that the Debtors no longer require on the contractual pricing terms, would unnecessarily burden the estates and diminish recoveries for creditors. The property has never been occupied by the

[8] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

Debtors and does not provide any operational benefit; similarly, the Initial Contracts impose substantial ongoing fees and other continuing costs with no corresponding value to the estates.

35. Accordingly, the Debtors respectfully request the Court's authorization to reject (a) the Initial Lease and the Initial Contracts effective retroactively to the Petition Date, and (b) the remaining Contracts or Leases effective retroactively to the filing date of this Motion or a later date established by the Debtors in accordance with the Rejection Procedures or as agreed between the Debtors and the applicable Counterparty.

III. The Abandonment of Personal Property is Appropriate.

36. Section 554(a) provides that a debtor in possession may abandon, subject to court approval, "property of the estate that . . . is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). When rejecting a Contract or Lease, it may be more economically sound for the Debtors to abandon certain personal property (*e.g.,* signage, fixtures, goods, furniture, equipment, materials, supplies) than it would for the Debtors to incur costs relating to retrieving and selling such assets outright, especially when considering the expenses ancillary to such sale efforts (*e.g.,* dismantling, interim storage, shipping, and marketing). Subject to applicable law, the Debtors would not abandon personal property unless, in the Debtors' reasonable business judgment, the sale of the asset would not generate enough net value for the Debtors' estates.

37. Bankruptcy Rule 6007 affords the Court discretion in limiting notice and the time for filing objections in connection with the abandonment of property.

38. The Debtors submit that strict compliance with Bankruptcy Rule 6007(a) in connection with the abandonment of assets located on premises governed by a rejected Contract or Lease (*i.e.,* requiring notice be given to all creditors) would be unnecessarily expensive and time consuming and would not provide any incremental benefit to the Debtors' estates or creditors. Furthermore, the Debtors submit that the proposed deadline to file an objection to

the abandonment of assets should be sufficient and should not otherwise prejudice the rights of any party in interest. Accordingly, the Debtors request that the Court limit notice and objection deadlines under Bankruptcy Rule 6007, as set forth in the Order, and otherwise approve the abandonment provisions set forth in the Rejection Procedures.[9]

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

39. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rules 6004(h) and 6006(d) to the extent applicable.

Reservation of Rights

40. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission by the Debtors as to the amount of, basis for, or validity of any claim against any Debtor under the Bankruptcy Code or other applicable law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates (and the rights of all parties in interest are expressly preserved with respect to such liens); or (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or

[9] The Debtors do not seek authority to abandon property at the premises of the Barnum Road Lease. As set forth above, the Debtors never occupied the leased spaces.

any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

41. The Debtors have provided notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee; (b) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to certain Senior Secured Noteholders; (d) the United States Attorney's Office for the Southern District of Texas; (e) the state attorneys general for states in which the Debtors conduct business; (f) other governmental or regulatory agencies having a regulatory or statutory interest in these cases; (g) any Counterparty affected by this Motion, and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002 and Bankruptcy Local Rule 9013-1(d). In light of the nature of the relief requested, the Debtors submit that no other or further notice is required.

WHEREFORE, the Debtors request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

[*Remainder of Page Intentionally Left Blank*]

Dated: April 9, 2026

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

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Proposed Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on April 9, 2026 I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas. Additionally, the foregoing document will be served as set forth in a forthcoming affidavit filed by the Debtors' proposed claims agent.

/s/ Ryan Manns
Ryan Manns

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
ASCEND ELEMENTS, INC., *et al.*,[1]	)	Case No. 26-90440 (ARP)
Debtors.	)	(Joint Administration Requested)

ORDER (I) AUTHORIZING THE DEBTORS TO REJECT THE INITIAL LEASE AND CERTAIN EXECUTORY CONTRACTS, (II) AUTHORIZING THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, (III) APPROVING AND ESTABLISHING PROCEDURES TO REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing the rejection of the Initial Lease and the Initial Contracts, (b) authorizing and establishing the Rejection Procedures for (i) rejecting Contracts and Leases and (ii) abandoning personal property in connection with any rejected Contract or Lease, (c) authorizing and approving the Rejection Notice to affected Counterparties, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration and the Titus Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges from the United States District Court for the Southern District of Texas*, entered May 24, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Ascend Elements, Inc. (2893) and Ascend Elements US, LLC (8309). The location of the Debtors' service address is: 133 Flanders Road, Westborough, MA 01581.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Pursuant to section 365 of the Bankruptcy Code, the Initial Lease and the Initial Contracts are rejected, effective as of the applicable Rejection Dates, as set forth on **Exhibit 1** annexed hereto.

2. The following procedures (the "Rejection Procedures") are hereby approved in connection with rejecting Contracts and Leases:

a. **Rejection Notice**. To reject a Contract or Lease in accordance herewith, the Debtors, shall file a notice, substantially in the form attached hereto as **Exhibit 2** (the "Rejection Notice"), that includes a copy of this Order (without the form Rejection Notice attached hereto) and sets forth, among other things, the following: (i) the Contracts or Leases to be rejected; (ii) the names and addresses of the applicable Counterparties; (iii) the name of the applicable Debtor; (iv) the effective date of the rejection for such Contracts or Leases (the "Rejection Date"), which may be the filing date of the Motion or, for a real property Lease, the date upon which the applicable Debtor surrenders in writing (including via email) the premises to the landlord and returns the keys, key codes, or security codes, as applicable; (v) a reasonable description of any personal property to be abandoned in connection with the proposed rejection; and (vi) the deadlines and procedures for filing objections to the Rejection Notice. Each Rejection Notice may list multiple Contracts or Leases and, notwithstanding Bankruptcy Rule 6006(f)(6), may list more than 100 Contracts or Leases; *provided*, that each Rejection Notice shall list all Contracts and Leases alphabetically by Counterparty and a copy of such Rejection Notice shall be served upon the applicable Counterparty in accordance with subparagraph (b) below. For the avoidance of doubt, nothing herein shall prejudice the Debtors' right to file multiple separate Rejection Notices in their sole discretion.

b. **Service of Rejection Notice**. The Debtors shall cause the Rejection Notice to be served via overnight delivery service, fax, or email upon the Counterparties listed thereon and each of the Objection Service Parties, which for the avoidance of doubt, includes: (i) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (ii) the Office of the United States Trustee for the Southern District of Texas.

c. **Objection Procedures**. The deadline to file an objection ("Rejection Objection") to the proposed rejection of a Contract or Lease or any proposed abandonment of personal property in connection therewith shall be 4:00 p.m. (prevailing Central Time) on the date that is seven days from the date the Rejection Notice is filed and served (the "Rejection Objection Deadline"). The Rejection Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient). A Rejection Objection will be considered timely only if, on or prior to the Rejection Objection Deadline, it is filed with this Court and served upon the Objection Service Parties. In addition to the foregoing, a Rejection Objection must (i) be in writing, in English, and in text-searchable format, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules, and the Complex Case Procedures, and (iii) state, with specificity, the legal and factual bases thereof. For the avoidance of doubt, an objection to the rejection of any particular Contract or Lease listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract or Lease listed thereon. For the further avoidance of doubt, if a Rejection Objection only pertains to the abandonment of personal property but not the underlying rejection of the related Contract or Lease, or vice versa, only the component actually objected to shall be considered opposed.

d. **No Unresolved Objection**. If there is no outstanding and unresolved timely and properly filed Rejection Objection, each Contract and Lease on the applicable Rejection Notice shall be deemed rejected as of the Rejection Date or such other date as may be agreed to by the Debtors and the applicable Counterparty.

e. **Unresolved Objection**. If a timely and properly filed Rejection Objection remains outstanding and unresolved, the Debtors may request that this Court schedule a hearing on such objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease shall be treated as set forth in the immediately preceding subparagraph (d), unless otherwise ordered by this Court.

f. **Modifications of Rejection Notice**. The Debtors reserve the right to remove any Contract or Lease from the schedule to any Rejection Notice at any time prior to the applicable Rejection Objection Deadline.

g. **Abandoned Property**. The Debtors are authorized, but not directed, to abandon any of the Debtors' personal property that may be located on the premises subject to the underlying rejected Contract or Lease, and such property shall be deemed abandoned pursuant to section 554 of the

Bankruptcy Code at the same time that the underlying Contract or Lease is deemed rejected in accordance with subparagraphs (d)–(e) hereof. Counterparties may, in their sole discretion and without further notice or order of this Court, utilize or dispose of such abandoned property without any liability to the Debtors or third parties and, to the extent applicable, the automatic stay shall be deemed modified to the extent necessary to allow Counterparties to effectuate the foregoing.

h. **Rejection Damages**. Any claims arising out of the rejection of a Contract or Lease or the abandonment of any personal property in connection therewith must be filed by the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, (ii) 35 days after the date of filing of the applicable Rejection Notice, or (iii) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. Any person or entity that fails to timely file such proof of claim, (i) shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors or thereafter filing a proof of claim with respect thereto in these chapter 11 cases, (ii) shall not, with respect to such claim, be treated as a creditor of the Debtors for the purpose of voting on any plan in these chapter 11 cases, and (iii) shall not receive or be entitled to receive any payment or distribution of property from the Debtors or their successors or assigns with respect to such claim in these chapter 11 cases.

3. The Debtors' rejection of the Contracts and Leases in accordance with the Rejection Procedures is hereby approved and effective pursuant to section 365 of the Bankruptcy Code.

4. Neither approval of the Rejection Procedures nor entry of this Order shall not prevent the Debtors from seeking, to assume or reject a Contract or Lease by separate court filing (*e.g.*, motion, stipulation, or chapter 11 plan). For the avoidance of doubt, the Debtors shall not be precluded from assuming and assigning a Contract or Lease by a separate court filing.

5. Absent order of this Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

6. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a rejection of a Contract or Lease. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract or Lease is terminated and is no longer an executory contract or unexpired lease, respectively.

7. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

8. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules, including Bankruptcy Rule 6004(a), the Bankruptcy Local Rules, and the Procedures for Complex Case Procedures are satisfied by such notice.

10. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

12. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Rejected Contracts and Leases

Counterparty	Debtor	Lease/Contract Description	General Description of Personal Property to be Abandoned	Counterparty Address	Rejection Date
78 Barnum Road, LLC	Ascend Elements, Inc.	Non-residential lease for premises located	None	78 Barnum Road, LLC 115 Pond Street, Avon, MA 02322 awscleanwater@yahoo.com	Petition Date
POWERTECH WATER, INC., d/b/a ElectraMet	Ascend Elements, Inc.	Master Services Agreement for cartridge services, remote monitoring, software licenses, and technical support, dated July 11, 2023, and Addendum #2 to the MSA for the 2.5kta unit, dated February 8, 2024	None	PowerTech Water, Inc. d/b/a ElectraMet 749 West Short Street Lexington, KentuckyKeith Jacobs keith.jacobs@electramet.com	Petition Date
PricewaterhouseCoopers Advisory Services LLC	Ascend Elements, Inc.	Engagement letter for finance transformation consulting and managed services, dated October 29, 2025	None	PricewaterhouseCoopers Advisory Services LLC, 300 Madison Avenue New York, New York 10017 bruno.lopes@pwc.com; todd.birenbaum@pwc.com	Petition Date

Exhibit 2

Form of Rejection Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
ASCEND ELEMENTS, INC., *et al.*,[1]	)	Case No. 26-90440 (ARP)
Debtors.	)	(Joint Administration Requested)

[NUMBER] NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES (AND THE ABANDONMENT OF PROPERTY)

PARTIES RECEIVING THIS NOTICE SHOULD CHECK SCHEDULE 1 ATTACHED HERETO FOR THEIR NAMES AND THEIR CONTRACTS OR LEASES AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that, on April 9, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). The Debtors' chapter 11 cases are being jointly administered under case number 26-90440 (ARP).

PLEASE TAKE FURTHER NOTICE that, on April [•], 2026, the Court entered the order attached hereto (without exhibits) as **Schedule 2** [Docket No. [•]] (the "Order")[2] that, among other things, authorized and established procedures for the rejection of Contracts and Leases and the abandonment of certain property in connection therewith (the "Rejection Procedures").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order and this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their sound business judgment, that each Contract or Lease set forth on **Schedule 1** attached hereto is hereby rejected effective as of the date (the "Rejection Date") set forth therein or such other date as the Debtors and the applicable Counterparty agree.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, parties seeking to object to the proposed rejection of any of the Contracts or Leases on **Schedule 1** attached hereto, or the proposed abandonment of property in connection therewith, must file and serve a written objection so that such objection is filed with the Court on the docket of these chapter 11 cases and that the following parties actually receive such

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Ascend Elements, Inc. (2893) and Ascend Elements US, LLC (8309). The location of the Debtors' service address is: 133 Flanders Road, Westborough, MA 01581.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Order or the Motion, as applicable. A copy of the Motion and additional information about these chapter 11 cases can be accessed on the Debtors' case information website located at www.veritaglobal.net/ascend.

objection no later than 4:00 p.m. (prevailing Central Time) on [●][3] (the "Rejection Objection Deadline"): (i) proposed counsel to the Debtors, Norton Rose Fulbright US LLP, 1550 Lamar Street, Suite 2000, Houston, TX 77010, Attn: Ryan Manns (ryan.manns@nortonrosefulbright.com), Jason Blanchard (jason.blanchard@nortonrosefulbright.com) and Maria Mokrzycka (maria.mokrzycka@nortonrosefulbright.com); (ii) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (iii) the Office of The United States Trustee, Southern District of Texas, Region 7, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen (ha.nguyen@usdoj.gov) and Vianey Garza (Vianey.Garza@usdoj.gov). Please note that the Rejection Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient).

PLEASE TAKE FURTHER NOTICE that each Rejection Objection must (a) be in writing, in English, and in text-searchable format, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and the Complex Case Procedures, and (c) state, with specificity, the legal and factual bases thereof.

PLEASE TAKE FURTHER NOTICE that, absent the proper and timely filing and service of a Rejection Objection, the rejection of each Contract and Lease set forth on **Schedule 1** attached hereto shall become effective on the Rejection Date set forth therein or such other date as the Debtors and the applicable Counterparty agree, and any personal property of the Debtors listed on **Schedule 1** attached hereto shall be deemed abandoned as of that same date.

PLEASE TAKE FURTHER NOTICE that, if a Rejection Objection is properly and timely filed and served, and not withdrawn or resolved, the Debtors shall file with the Court a notice for a hearing to consider the Rejection Objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease (and any abandonment of personal property in connection therewith) shall be treated as set forth in the immediately preceding paragraph, unless otherwise ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, absent a further order of the Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to the rejection of your Contract or Lease, you must do so by the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, (b) 35 days after the date of filing of the applicable Rejection Notice, or (c) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. **IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (I) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (II) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, AND (III) PARTICIPATING IN ANY**

[3] [This placeholder will be updated to indicate the date that is seven days after the date that the Debtors file and serve the Rejection Notice, subject to Bankruptcy Rule 9006.]

DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

[Remainder of page intentionally left blank]

Dated: April 9, 2026

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

By: */s/ Draft*

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-and-

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Proposed Counsel to the Debtors and Debtors in Possession

Schedule 1

Schedule of Rejected Contracts and Leases

Schedule 2

Order (without exhibits)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
ASCEND ELEMENTS, INC., *et al.*,[1]	)	Case No. 26-90440 (ARP)
Debtors.	)	(Joint Administration Requested)

ORDER (I) AUTHORIZING THE DEBTORS TO REJECT THE INITIAL LEASE AND CERTAIN EXECUTORY CONTRACTS, (II) AUTHORIZING THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, (III) APPROVING AND ESTABLISHING PROCEDURES TO REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing the rejection of the Initial Lease and the Initial Contracts, (b) authorizing and establishing the Rejection Procedures for (i) rejecting Contracts and Leases and (ii) abandoning personal property in connection with any rejected Contract or Lease, (c) authorizing and approving the Rejection Notice to affected Counterparties, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration and the Titus Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges from the United States District Court for the Southern District of Texas*, entered May 24, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Ascend Elements, Inc. (2893) and Ascend Elements US, LLC (8309). The location of the Debtors' service address is: 133 Flanders Road, Westborough, MA 01581.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Pursuant to section 365 of the Bankruptcy Code, the Initial Lease and the Initial Contracts are rejected, effective as of the applicable Rejection Dates, as set forth on **Exhibit 1** annexed hereto.

2. The following procedures (the "Rejection Procedures") are hereby approved in connection with rejecting Contracts and Leases:

a. **Rejection Notice**. To reject a Contract or Lease in accordance herewith, the Debtors, shall file a notice, substantially in the form attached hereto as **Exhibit 2** (the "Rejection Notice"), that includes a copy of this Order (without the form Rejection Notice attached hereto) and sets forth, among other things, the following: (i) the Contracts or Leases to be rejected; (ii) the names and addresses of the applicable Counterparties; (iii) the name of the applicable Debtor; (iv) the effective date of the rejection for such Contracts or Leases (the "Rejection Date"), which may be the filing date of the Motion or, for a real property Lease, the date upon which the applicable Debtor surrenders in writing (including via email) the premises to the landlord and returns the keys, key codes, or security codes, as applicable; (v) a reasonable description of any personal property to be abandoned in connection with the proposed rejection; and (vi) the deadlines and procedures for filing objections to the Rejection Notice. Each Rejection Notice may list multiple Contracts or Leases and, notwithstanding Bankruptcy Rule 6006(f)(6), may list more than 100 Contracts or Leases; *provided*, that each Rejection Notice shall list all Contracts and Leases alphabetically by Counterparty and a copy of such Rejection Notice shall be served upon the applicable Counterparty in accordance with subparagraph (b) below. For the avoidance of doubt, nothing herein shall prejudice the Debtors' right to file multiple separate Rejection Notices in their sole discretion.

b. **Service of Rejection Notice**. The Debtors shall cause the Rejection Notice to be served via overnight delivery service, fax, or email upon the Counterparties listed thereon and each of the Objection Service Parties, which for the avoidance of doubt, includes: (i) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (ii) the Office of the United States Trustee for the Southern District of Texas.

c. **Objection Procedures**. The deadline to file an objection ("Rejection Objection") to the proposed rejection of a Contract or Lease or any proposed abandonment of personal property in connection therewith shall be 4:00 p.m. (prevailing Central Time) on the date that is seven days from the date the Rejection Notice is filed and served (the "Rejection Objection Deadline"). The Rejection Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient). A Rejection Objection will be considered timely only if, on or prior to the Rejection Objection Deadline, it is filed with this Court and served upon the Objection Service Parties. In addition to the foregoing, a Rejection Objection must (i) be in writing, in English, and in text-searchable format, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules, and the Complex Case Procedures, and (iii) state, with specificity, the legal and factual bases thereof. For the avoidance of doubt, an objection to the rejection of any particular Contract or Lease listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract or Lease listed thereon. For the further avoidance of doubt, if a Rejection Objection only pertains to the abandonment of personal property but not the underlying rejection of the related Contract or Lease, or vice versa, only the component actually objected to shall be considered opposed.

d. **No Unresolved Objection**. If there is no outstanding and unresolved timely and properly filed Rejection Objection, each Contract and Lease on the applicable Rejection Notice shall be deemed rejected as of the Rejection Date or such other date as may be agreed to by the Debtors and the applicable Counterparty.

e. **Unresolved Objection**. If a timely and properly filed Rejection Objection remains outstanding and unresolved, the Debtors may request that this Court schedule a hearing on such objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease shall be treated as set forth in the immediately preceding subparagraph (d), unless otherwise ordered by this Court.

f. **Modifications of Rejection Notice**. The Debtors reserve the right to remove any Contract or Lease from the schedule to any Rejection Notice at any time prior to the applicable Rejection Objection Deadline.

g. **Abandoned Property**. The Debtors are authorized, but not directed, to abandon any of the Debtors' personal property that may be located on the premises subject to the underlying rejected Contract or Lease, and such property shall be deemed abandoned pursuant to section 554 of the

Bankruptcy Code at the same time that the underlying Contract or Lease is deemed rejected in accordance with subparagraphs (d)–(e) hereof. Counterparties may, in their sole discretion and without further notice or order of this Court, utilize or dispose of such abandoned property without any liability to the Debtors or third parties and, to the extent applicable, the automatic stay shall be deemed modified to the extent necessary to allow Counterparties to effectuate the foregoing.

h. **Rejection Damages**. Any claims arising out of the rejection of a Contract or Lease or the abandonment of any personal property in connection therewith must be filed by the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, (ii) 35 days after the date of filing of the applicable Rejection Notice, or (iii) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. Any person or entity that fails to timely file such proof of claim, (i) shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors or thereafter filing a proof of claim with respect thereto in these chapter 11 cases, (ii) shall not, with respect to such claim, be treated as a creditor of the Debtors for the purpose of voting on any plan in these chapter 11 cases, and (iii) shall not receive or be entitled to receive any payment or distribution of property from the Debtors or their successors or assigns with respect to such claim in these chapter 11 cases.

3. The Debtors' rejection of the Contracts and Leases in accordance with the Rejection Procedures is hereby approved and effective pursuant to section 365 of the Bankruptcy Code.

4. Neither approval of the Rejection Procedures nor entry of this Order shall not prevent the Debtors from seeking, to assume or reject a Contract or Lease by separate court filing (*e.g.*, motion, stipulation, or chapter 11 plan). For the avoidance of doubt, the Debtors shall not be precluded from assuming and assigning a Contract or Lease by a separate court filing.

5. Absent order of this Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

6. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a rejection of a Contract or Lease. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract or Lease is terminated and is no longer an executory contract or unexpired lease, respectively.

7. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

8. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules, including Bankruptcy Rule 6004(a), the Bankruptcy Local Rules, and the Procedures for Complex Case Procedures are satisfied by such notice.

10. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

12. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Rejected Contracts and Leases

Counterparty	Debtor	Lease/Contract Description	General Description of Personal Property to be Abandoned	Counterparty Address	Rejection Date
78 Barnum Road, LLC	Ascend Elements, Inc.	Non-residential lease for premises located	None	78 Barnum Road, LLC 115 Pond Street, Avon, MA 02322 awscleanwater@yahoo.com	Petition Date
POWERTECH WATER, INC., d/b/a ElectraMet	Ascend Elements, Inc.	Master Services Agreement for cartridge services, remote monitoring, software licenses, and technical support, dated July 11, 2023, and Addendum #2 to the MSA for the 2.5kta unit, dated February 8, 2024	None	PowerTech Water, Inc. d/b/a ElectraMet 749 West Short Street Lexington, KentuckyKeith Jacobs keith.jacobs@electramet.com	Petition Date
PricewaterhouseCoopers Advisory Services LLC	Ascend Elements, Inc.	Engagement letter for finance transformation consulting and managed services, dated October 29, 2025	None	PricewaterhouseCoopers Advisory Services LLC, 300 Madison Avenue New York, New York 10017 bruno.lopes@pwc.com; todd.birenbaum@pwc.com	Petition Date

Exhibit 2

Form of Rejection Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
ASCEND ELEMENTS, INC., *et al.*,[1]	)	Case No. 26-90440 (ARP)
Debtors.	)	(Joint Administration Requested)

[NUMBER] NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES (AND THE ABANDONMENT OF PROPERTY)

PARTIES RECEIVING THIS NOTICE SHOULD CHECK SCHEDULE 1 ATTACHED HERETO FOR THEIR NAMES AND THEIR CONTRACTS OR LEASES AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that, on April 9, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). The Debtors' chapter 11 cases are being jointly administered under case number 26-90440 (ARP).

PLEASE TAKE FURTHER NOTICE that, on April [•], 2026, the Court entered the order attached hereto (without exhibits) as **Schedule 2** [Docket No. [•]] (the "Order")[2] that, among other things, authorized and established procedures for the rejection of Contracts and Leases and the abandonment of certain property in connection therewith (the "Rejection Procedures").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order and this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their sound business judgment, that each Contract or Lease set forth on **Schedule 1** attached hereto is hereby rejected effective as of the date (the "Rejection Date") set forth therein or such other date as the Debtors and the applicable Counterparty agree.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, parties seeking to object to the proposed rejection of any of the Contracts or Leases on **Schedule 1** attached hereto, or the proposed abandonment of property in connection therewith, must file and serve a written objection so that such objection is filed with the Court on the docket of these chapter 11 cases and that the following parties actually receive such

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Ascend Elements, Inc. (2893) and Ascend Elements US, LLC (8309). The location of the Debtors' service address is: 133 Flanders Road, Westborough, MA 01581.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Order or the Motion, as applicable. A copy of the Motion and additional information about these chapter 11 cases can be accessed on the Debtors' case information website located at www.veritaglobal.net/ascend.

objection no later than 4:00 p.m. (prevailing Central Time) on [●][3] (the "Rejection Objection Deadline"): (i) proposed counsel to the Debtors, Norton Rose Fulbright US LLP, 1550 Lamar Street, Suite 2000, Houston, TX 77010, Attn: Ryan Manns (ryan.manns@nortonrosefulbright.com), Jason Blanchard (jason.blanchard@nortonrosefulbright.com) and Maria Mokrzycka (maria.mokrzycka@nortonrosefulbright.com); (ii) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (iii) the Office of The United States Trustee, Southern District of Texas, Region 7, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen (ha.nguyen@usdoj.gov) and Vianey Garza (Vianey.Garza@usdoj.gov). Please note that the Rejection Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient).

PLEASE TAKE FURTHER NOTICE that each Rejection Objection must (a) be in writing, in English, and in text-searchable format, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and the Complex Case Procedures, and (c) state, with specificity, the legal and factual bases thereof.

PLEASE TAKE FURTHER NOTICE that, absent the proper and timely filing and service of a Rejection Objection, the rejection of each Contract and Lease set forth on **Schedule 1** attached hereto shall become effective on the Rejection Date set forth therein or such other date as the Debtors and the applicable Counterparty agree, and any personal property of the Debtors listed on **Schedule 1** attached hereto shall be deemed abandoned as of that same date.

PLEASE TAKE FURTHER NOTICE that, if a Rejection Objection is properly and timely filed and served, and not withdrawn or resolved, the Debtors shall file with the Court a notice for a hearing to consider the Rejection Objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease (and any abandonment of personal property in connection therewith) shall be treated as set forth in the immediately preceding paragraph, unless otherwise ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, absent a further order of the Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to the rejection of your Contract or Lease, you must do so by the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, (b) 35 days after the date of filing of the applicable Rejection Notice, or (c) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. **IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (I) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (II) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, AND (III) PARTICIPATING IN ANY**

[3] [This placeholder will be updated to indicate the date that is seven days after the date that the Debtors file and serve the Rejection Notice, subject to Bankruptcy Rule 9006.]

DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

[Remainder of page intentionally left blank]

Dated: April 9, 2026

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

By: */s/ Draft*

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Proposed Counsel to the Debtors and Debtors in Possession

Schedule 1

Schedule of Rejected Contracts and Leases

Schedule 2

Order (without exhibits)