Docket #0010 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
Debtors.	)	(Joint Administration Requested)

DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE THEIR PREPETITION INSURANCE PROGRAM, SURETY BOND PROGRAM AND LETTERS OF CREDIT AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW, SUPPLEMENT, AND ENTER INTO NEW INSURANCE POLICIES, SURETY BONDS, AND LETTERS OF CREDIT, (C) HONOR THE TERMS OF THE PREMIUM FINANCING AGREEMENTS AND PAY PREMIUMS THEREUNDER, AND (D) ENTER INTO NEW PREMIUM FINANCING AGREEMENTS IN THE ORDINARY COURSE OF BUSINESS, AND (II) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 4:00 P.M. (prevailing Central Time) on April 10, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on April 10, 2026, at 4:00 P.M. (prevailing Central Time) in Courtroom 400, 515 Rusk St., Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Pérez's conference room number is 282694. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Pérez's homepage. The meeting code is "JudgePerez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Pérez's

[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.

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homepage. Select the case name, complete the required fields and click "Submit" to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state the following in support of this emergency motion (this "Motion"):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the "Order"), (a) authorizing the Debtors to (i) continue their prepetition insurance coverage, surety bond program, letters of credit, and self-insurance programs and satisfy prepetition obligations related thereto, (ii) renew, supplement, or enter into new insurance coverage, surety bonds, and letters of credit in the ordinary course of business on a postpetition basis, (iii) honor the terms of the Premium Financing Agreements (as defined below) and pay premiums thereunder, and (iv) enter into new Premium Financing Agreements; and (b) granting related relief.

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(a), 363(b), 503, 1107(a), and 1108 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Rules 6003 and 6004, rules 1075-1, 4002-1, and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules"), and section B of the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "Complex Case Procedures").

Background

5. 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 *Declaration of Linh Austin in Support of the Debtors' Chapter 11 Petitions and Emergency First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith on April 9, 2026 (the "Petition Date").[2]

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 primary goal of these chapter 11 proceedings is to preserve liquidity, stabilize operations, and provide the breathing room necessary for the Debtors to explore a value-maximizing transaction or other restructuring alternatives for the benefit of all stakeholders. 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.

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

Insurance Policies and Related Payment Obligations

7. The Debtors maintain approximately 43 insurance policies (as may be amended, modified, or supplemented as described herein and, together with any insurance policies that the Debtors may purchase after the date hereof, the "Insurance Policies") administered by approximately 34 third-party insurance carriers (collectively, the "Insurance Carriers") in the ordinary course of their business. The Insurance Policies provide coverage for, among other things: general commercial liability, automobile liability, builders risk, equipment breakdown, pollution and environmental liability, cyber liability, workers compensation liability, directors and officers liability, foreign liability, and excess liability. A schedule of the Insurance Policies is attached hereto as **Exhibit A**. The Insurance Policies are essential to the ongoing operation of the Debtors' business and the relief requested in this Motion is necessary to ensure uninterrupted coverage under the Insurance Policies.

I. Insurance Premiums

8. To procure and maintain the Insurance Policies, the Debtors generally pay premiums (the "Insurance Premiums") with respect to the Insurance Policies on a periodic basis. As of the date hereof, the total amount in annual Insurance Premiums and payments associated with all of the Insurance Policies, including applicable taxes and fees, is approximately $6,600,000. As such, the Debtors request authority to pay any such amounts. To the extent the Debtors subsequently determine that any additional prepetition amounts are owed on account of such Insurance Premiums, the Debtors respectfully request authority to pay such amounts in the ordinary course of business. The Debtors believe that Insurance Premium obligations totaling approximately $1,165,000 will become due and owing in the ordinary course of business within thirty days of the Petition Date. Included in this amount, the Debtors owe $668,500 on account of

a down payment as part of a new premium financing agreement (described below). The Debtors respectfully request authority to pay any such postpetition Insurance Premiums as they arise in the ordinary course of business.

9. In connection with the Insurance Policies, in October 2025 the Debtors determined to self-insure certain of its assets, including metal extraction equipment, wastewater treatment equipment, and pCAM pilot line equipment housed at the Covington facility (the "Self-Insurance Program"). Following the conclusion of significant on-site construction and expanded coverage as process lines were completed, but not currently active, the insured values under the Debtors' relevant insurance policies would have caused an increase in Insurance Premiums the Debtors hoped to avoid. Because the metal extraction assets, wastewater treatment, and the pCAM pilot line were not active projects, the Debtors determined that self-insuring these assets was a prudent decision to reduce the expected increase of the Insurance Premiums while ensuring continued coverage of the facilities. Executing the Self-Insurance Program in this manner resulted in an estimated savings to Insurance Premiums of approximately $800,000. The Self-Insurance Program required an amendment to the Premium Financing Agreements (described below).

II. The Premium Financing Agreements

10. The Debtors utilize financing agreements to finance certain of their Insurance Premiums (the "Premium Financing Agreements"). The Premium Financing Agreements are serviced by First Insurance Funding ("FIF"). Copies of the Premium Financing Agreements with FIF are attached hereto as **Exhibit B**.

11. Under the Premium Financing Agreements, the Debtors pay a down payment equal to approximately 25% of their annual premiums with respect to certain of the Debtors' general liability and property insurance policies, with monthly payments due thereafter in equal ratable

amounts. The Debtors do not believe any Premium Financing Agreement payments are due and owing as of the Petition Date; *provided however*, to the extent the Debtors subsequently determine that any prepetition amounts are owed on account of such Premium Financing Agreements, the Debtors respectfully request authority to pay such amounts in the ordinary course of business.

12. The Debtors believe that Premium Financing Agreement obligations totaling approximately $1,165,000 will become due and owing within thirty days of the Petition Date. Included in this amount, the Debtors owe $668,500 on account of the downpayment for the new premium financing agreement. As such, the Debtors request authority to pay any such amounts, which the Debtors believe would be in the ordinary course. But, should the Court determine that any amounts are not in the ordinary course of business, the Debtors request authority to pay such amounts as an exercise of business judgment. Because the Premium Financing Agreements are an integral part of the Debtors' insurance programs and vital to their ability to finance and procure the Insurance Policies, the Debtors seek authority to honor any amounts owed in full to ensure uninterrupted coverage under their Insurance Policies.

13. To the extent that the Premium Financing Agreements expire during the course of the Debtors' chapter 11 cases, the Debtors seek authority to renew their Premium Financing Agreements, or enter into new premium financing agreements. The Debtors respectfully submit that renewal of the Premium Financing Agreements falls squarely within the ordinary course of the Debtors' business and, but for the potential applicability of section 364 of the Bankruptcy Code, the Debtors would not need the Court's prior approval to renew the Premium Financing Agreements. To reduce the administrative burden on the Debtors' estates, the Debtors seek the Court's authority now to renew the Premium Financing Agreements when and as necessary in the Debtors' business judgment.

III. Deductibles

14. The Debtors may be required to pay deductibles under certain Insurance Policies (the "Deductibles"). For the Insurance Policies with Deductibles, the Debtors administer the claim, make any payments, and then seek reimbursement from the Insurance Company for the amount that exceeds the Deductible. As of the Petition Date, the Debtors do not believe that they owe any amount on account of the Deductibles. The Debtors nevertheless request authority to pay all outstanding prepetition amounts, if any, on account of the Deductibles as they become due and payable and to continue making such payments in the ordinary course of business postpetition.

IV. Insurance Broker Fees

15. With respect to the Insurance Policies, the Debtors obtain insurance brokerage services from Bluestone Advisors (collectively "Brokers"). The Brokers assist the Debtors in obtaining comprehensive insurance coverage for the Debtors' operations by aiding with the procurement and negotiation of the Insurance Policies and enabling the Debtors to obtain those policies on advantageous terms at competitive rates. The Debtors estimate that they are current on payments owed on account of brokerage services provided in connection Insurance Policies (the "Broker Fees"),[3] and that no such fees will become due and owing in the first thirty days of these chapter 11 cases; *provided*, however, to the extent the Debtors subsequently determine that any prepetition Broker Fees or that amounts on account of outstanding Broker Fees become due and owing in the first 30 days of these chapter 11 cases, the Debtors respectfully request authority to pay such amounts in the ordinary course of business.

[3] The Debtors' Insurance Policies and related agreements and obligations in connection with the Insurance Policies, including the Insurance Premiums, the Self-Insurance Program, the Premium Financing Agreements, and Broker Fees are collectively referred to herein as the "Insurance Programs".

V. Surety Bond Program and Letters of Credit

16. In the ordinary course of business, the Debtors are required to provide surety bonds to certain third parties, often governmental units or other public agencies, to secure the Debtors' payment or performance of certain insurance obligations (the "Surety Bond Program"). A complete list of surety bonds in the Surety Bond Program is annexed hereto as **Exhibit C**. United States Fire Insurance Company is the issuer of the Debtors' current outstanding Surety Bond (the "Surety"). As of the Petition Date, the Debtors have approximately $177,900 in surety bonds issued on their behalf. To preserve value during these chapter 11 cases and explore a value-maximizing transaction or other restructuring alternative for the benefit of all stakeholders, the Debtors must maintain the existing Surety Bond Program, including paying bond premiums and related fees as they come due. The issuance of surety bonds shifts the risk of the Debtors' nonperformance or nonpayment from the Debtors to a surety. Unlike an insurance policy, if a surety incurs a loss on a surety bond, it is entitled to recover the full amount of that loss from the principal. To continue their business operations during these chapter 11 cases, the Debtors must be able to provide financial assurance to, among potentially others, its employee benefits plan and public agencies. Failure to provide, maintain, increase, or timely replace the Surety Bonds may prevent the Debtors from undertaking essential functions related to their operations and fulfilling, among other things, their obligations under federal and state law.

17. In addition, in the ordinary course of business, the Debtors are required to provide to third parties letters of credit (the "Letters of Credit") as financial assurances for the Debtors' obligations related to, among other things, certain insurance obligations, obligations to municipalities, customs requirements, lease obligations, and environmental liabilities. A detailed list of the Letters of Credit currently maintained by the Debtors is attached hereto as **Exhibit D**.

As of the Petition Date, the Debtors had posted approximately $6 million in outstanding letters of credit on the Debtors' behalf. Commission and transaction fees are charged by the issuers of the Letters of Credit, either semiannually or on an annual basis as a requirement for the issuance and maintenance of such Letter of Credit. The amounts charged can be on a percentage or flat fee basis. The Debtors do not believe there is any amount due and owing on account of Letters of Credit relating to the prepetition period as of the Petition Date. Out of an abundance of caution, however, the Debtors request authority to pay any such amounts in the ordinary course of business.

18. Failing to provide, maintain, increase, or timely replace their surety bonds and Letters of Credit (and those surety bonds and Letters of Credit maintained on their behalf) will prevent the Debtors from undertaking essential functions related to their operations and reorganization of their business. The issuance of a surety bond or Letter of Credit shifts the risk of the Debtors' nonperformance or nonpayment from the Debtors to a third party. Unlike an insurance policy, if a surety incurs a loss on a surety bond, it is entitled to recover the full amount of that loss from the principal. Similarly, if a beneficiary draws on a Letter of Credit, the Letter of Credit issuer is typically entitled to recover from the applicant. These obligations are often set forth in formal agreements with the surety or Letter of Credit issuer, as applicable.

19. The premiums for the surety bonds (the "Surety Premiums") are generally determined on an annual basis and payment is remitted when the bond is issued and upon renewal. In the 12 months preceding the Petition Date, the aggregate Surety Premiums totaled approximately $3,400. As of the Petition Date, the Debtors do not believe they owe any Surety Premiums; *provided*, however, to the extent the Debtors subsequently determine that any prepetition Surety Premiums become due and owing in the first 30 days of these chapter 11 cases or are determined to have become due pre-petition, the Debtors respectfully request authority to

pay such amounts in the ordinary course of business. The Debtors seek authority to honor all prepetition and postpetition obligations owed in connection with the Surety Bond Program and Letters of Credit, and the authority to maintain, increase, or timely replace the Surety Bond Program and Letters of Credit in exercise of the Debtors' business judgment.

Basis for Relief

I. The Bankruptcy Code and U.S. Trustee Guidelines Require the Debtors to Maintain Insurance Coverage and Satisfy Their Insurance Obligations.

20. The Insurance Programs, Letters of Credit, and Surety Bond Program provide a comprehensive range of protection for the Debtors' businesses, properties, and assets. It is essential that the Debtors' insurance coverage continues in full force and effect during the course of these chapter 11 cases to allow the Debtors to safely and efficiently wind down the estates. In many cases, the coverage provided by the Insurance Programs is also required by applicable regulations, laws, credit documents, and other arrangements that govern the Debtors' operations, as well as the Bankruptcy Code and the requirements of the Office of the United States Trustee for the Southern District of Texas.

21. Under section 1112(b)(4)(C) of the Bankruptcy Code, "failure [of a debtor] to maintain appropriate insurance [where such failure] poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case." 11 U.S.C. § 1112(b)(4)(C). In addition, in many instances, the coverage provided under the Insurance Programs is required by the regulations, laws, and contracts that govern the Debtors' commercial activities, including the operating guidelines issued by the Office of the United States Trustee for Region 7 (the "U.S. Trustee Operating Guidelines"), which includes the Southern District of Texas.

22. The Debtors believe it is essential to their estates and consistent with the Bankruptcy Code and the U.S. Trustee Operating Guidelines that they continue to satisfy all obligations related to the Insurance Programs and have the authority to maintain, amend, extend, terminate, renew, and/or replace the Insurance Programs as needed in the ordinary course of business without further order of the Court.

II. Maintenance of the Debtors' Insurance Programs, Surety Bond Program, and Letter of Credit, and Payment of Obligations Related Thereto are Each Warranted.

23. The Debtors believe they possess the authority to pay Insurance Programs (including premium financing agreements), Letters of Credit, and Surety Bond Program obligations and renew, amend, supplement, extend or purchase new Insurance Policies, and maintain coverage under the Insurance Policies and the Surety Bond Program in the ordinary course of business during these chapter 11 cases. *See* 11 U.S.C. § 363(c) ("[T]he trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business without a notice or a hearing."). Out of an abundance of caution, however, this Motion seeks the relief set forth herein to the extent that payment of these obligations and the administration of the Debtors' Insurance Policies and Surety Bonds are not considered ordinary course. To ensure compliance with the Bankruptcy Code and applicable state and federal regulations, it is essential that the Debtors (a) maintain, and continue to make payments required under, the Insurance Policies and the Surety Bond Program and (b) have authority to renew, amend, supplement, modify, extend, or purchase Insurance Policies and Surety Bonds, as needed, in the ordinary course of business without further order from the Court.

24. Courts in the Fifth Circuit have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate. *See, e.g.*,

In re CoServ, L.L.C., 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). Accordingly, pursuant to sections 105(a), 363(b), 503, 1107(a), and 1108 of the Bankruptcy Code, the Court may authorize the Debtors to maintain the Insurance Programs including renewing and entering into new Insurance Policies (including premium financing agreements) and Surety Bonds on a postpetition basis, and to pay the related obligations described herein.

25. Section 363(b)(1) of the Bankruptcy Code empowers a court to allow a debtor to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). A debtor's decision to use, sell, or lease assets outside the ordinary course of business must be based upon the sound business judgment of the debtor. *See In re Cont'l Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business"); *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y 1989) (noting that section 363(b) of the Bankruptcy Code provides "broad flexibility" to authorize a debtor to honor prepetition claims where supported by an appropriate business justification).

26. 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); *In re Perez,* 339 B.R. 385, 399 n. 14 (Bankr. S.D. Tex. 2006), *aff'd sub nom. Perez v. Peake*, 373 B.R. 468 (S.D. Tex. 2007) ("Section 363(b) should be interpreted liberally to provide a bankruptcy judge with substantial freedom to tailor his orders to meet differing circumstances and to avoid shackling the judge with unnecessary rigid rules." (cleaned up)). 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). Indeed, as long as

a transaction "appears to enhance a debtor's estate, court approval of a debtor-in-possession's decision to [enter into the transaction] should only be withheld if the debtor's judgment is clearly erroneous, too speculative, or contrary to the Bankruptcy Code." *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (cleaned up).

27. Section 503(b)(1)(A) of the Bankruptcy Code provides that "[a]fter notice and a hearing, there shall be allowed, administrative expenses[,] including . . . the actual, necessary costs and expenses of preserving the estate." 11 U.S.C. § 503(b)(1)(A). Because the payment of insurance obligations is necessary to preserve the Debtors' estates, the Court may authorize the Debtors to use estate funds to pay any obligations under the Insurance Policies arising during or relating to the period after the Petition Date. In addition, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, debtors in possession are fiduciaries "holding the bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) equity owners." *CoServ L.L.C.*, 273 B.R. at 497. The debtor in possession has the obligation to "protect and preserve the estate, including an operating business's going concern value," which includes paying insurance obligations where required by applicable laws and regulations, or where otherwise necessary to protect the Debtors' estates from risk of loss. *Id.*

28. The Court may also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code. Section 105(a), which codifies the inherent equitable powers of the bankruptcy court, empowers the bankruptcy court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a). Under section 105(a), courts may permit payments of prepetition obligations when essential to the continued operation of a debtor's business. The Court's power under section 105(a) to authorize payment of prepetition obligations is often

referred to as the "necessity of payment" or "doctrine of necessity" rule and has been recognized in the Fifth Circuit. *See, e.g.*, *CoServ L.L.C.*, 273 B.R. at 492–493 (Bankr. N.D. Tex. 2002).

29. The Debtors' use of estate funds to maintain their Insurance Programs, Surety Bond Program, and Letters of Credit and pay other related expenses is justified because such obligations are necessary costs of preserving the Debtors' estates as the Debtors explore a value-maximizing transaction or other restructuring alternatives for the benefit of all stakeholders in chapter 11. The Debtors are legally and contractually required to maintain certain Insurance Programs, the Surety Bond Program and the Letters of Credit. Absent the relief requested in the Motion, the Insurance Carriers may refuse to renew the Insurance Programs, which will require the Debtors to obtain replacement policies. Obtaining replacement insurance policies would require the Debtors to commit significant resources and could result in less favorable coverage or terms from the Debtors' insurers. The Insurance Carriers could also attempt to terminate the Debtors' existing Insurance Policies or deny coverage. Any disruption in insurance coverage could threaten the Debtors' ability to safely and efficiently wind down their businesses as the Debtors are subject to myriad regulatory and contractual obligations to maintain specific amounts and types of insurance coverage.

30. It is also in the best interests of the Debtors' estates to have the ability to revise, extend, supplement, or change Insurance Programs, as necessary, through these chapter 11 cases. As described above, maintaining the Insurance Programs is necessary to preserve the value of the Debtors' assets. Specifically, maintaining the Insurance Policies ensures the adequate protection of the Debtors' property and minimizes exposure to risk. Honoring the Premium Financing Agreements is necessary to maintain the Insurance Policies, as failure to make the payments required under the Premium Financing Agreements may trigger the cancellation of those Insurance

Policies pursuant to the terms thereof. In addition, paying the Broker Fees will ensure that the Brokers will be available to assist the Debtors in procuring additional necessary insurance throughout the course of the Debtors' chapter 11 cases. Finally, maintaining the Self-Insurance Program minimizes risk associated with those assets and manages the cost of the Insurance Programs related to the Debtors remaining assets.

31. Moreover, Courts in this district routinely permit chapter 11 debtors-in-possession to pay obligations related to insurance policies, surety bonds, and letters of credit in cases of similar complexity and have granted such relief on a final basis without the need for an interim order. *See In re Worldwide Machinery Group, Inc.*, No 25-90379 (CML) (Bankr. S.D. Tex. Sep. 19, 2025) [Dkt. No. 81]; *In re DocuData Solutions, L.C.* No. 25-90023 (CML) (Bankr. S.D. Tex. Mar. 4, 2025) [Dkt. No. 64]; *In re Wellpath Holdings, Inc*., No. 24-90533 (ARP) (Bankr. S.D. Tex. Nov. 12, 2024) [Dkt. No. 64]; *In re Conn's Inc*., No. 24-33357 (ARP) (Bankr. S.D. Tex. July 24, 2024) [Dkt. No. 73]; *In re Robertshaw US Holding Corp*., No. 24-90052 (CML) (Bankr. S.D. Tex. Feb. 15, 2024) [Dkt. No. 103].

III. To the Extent the Court Determines that the Surety Bonds or the Premium Financing Agreements Are an Extension of Secured Credit, Relief Is Appropriate under Section 364 of the Bankruptcy Code.

32. Under section 364(c) of the Bankruptcy Code, a debtor may obtain unsecured credit in the ordinary course of business or obtain secured credit (a) with priority over administrative expenses, (b) secured by a lien on unencumbered estate assets, or (c) secured by a junior lien on previously encumbered assets. To satisfy the requirements of section 364(c) of the Bankruptcy Code, a debtor need only demonstrate "by a good faith effort that credit was not available" to the debtor on an unsecured or administrative expense basis. *See In re Snowshoe Co.*, 789 F.2d 1085, 1088 (4th Cir. 1986). Given the Debtors' current financial circumstances, the Debtors may not be

able to obtain financial accommodations comparable to those offered by the Sureties or the Premium Financing Agreements on an unsecured basis or administrative expense basis. To the extent any Surety Bond or Premium Financing Agreement is deemed an extension of credit, section 364 of the Bankruptcy Code provides the Debtor ample authority to renew such existing Surety Bonds or Premium Financing Agreements and procure new ones, whether on an unsecured basis or, if necessary, on a secured basis.

33. Continuing the Surety Bond Program and the Premium Financing Agreements is necessary to maintain the Debtors' current business operations. As described above, the Debtors are required to provide Surety Bonds or other forms of credit support to certain third parties, often governmental units or other public agencies, to secure the payment or performance of certain obligations. The Debtors therefore seek authority to furnish the Sureties (or any new provider of Surety Bonds) with collateral or new forms of credit support with respect to the Debtors' existing Surety Bond, Surety Bond renewals, or any new Surety Bonds. Likewise, the Premium Financing Agreements are an integral part of the Debtors' insurance programs and vital to their ability to finance and procure the Insurance Policies, the Debtors seek authority to honor any amounts owed in full to ensure uninterrupted coverage under their Insurance Policies.

Processing of Checks and Electronic Fund Transfers

34. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of cash on hand and consistent with the terms of the Cash Management Motion, filed contemporaneously herewith. Based on the cash management system, the Debtors can readily identify wire transfer requests as relating to an authorized payment in respect of the Insurance Programs, the Surety Bond Program, and the Letters of Credit. Accordingly, the Debtors believe there is minimal risk that ACH transfers or wire transfer requests

the Court has not authorized will be made inadvertently. Therefore, the Debtors respectfully request that the Court authorize and direct all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks, ACH transfers, or wire transfer requests in respect of the relief requested in this Motion. Further, the Debtors also seek authority to issue new postpetition checks, wire transfers, or electronic fund transfer requests to replace any prepetition checks, wire transfers, or funds transfers that may be dishonored or rejected as a result of the commencement of these chapter 11 cases.

Emergency Consideration

35. Pursuant to Bankruptcy Local Rule 9013-1, the Debtors request emergency consideration of this Motion. Bankruptcy Rule 6003 empowers a court to grant relief within the first twenty-one days after the commencement of a chapter 11 case if "relief is needed to avoid immediate and irreparable harm." FED. R. BANKR. P. 6003. Failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would imperil the Debtors' restructuring and cause irreparable harm. Further, this relief will save costs and avoid undue administrative burden and confusion only if granted immediately. The Debtors therefore have satisfied the "immediate and irreparable harm" standard and request that the Court approve the Motion on an emergency basis.

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

36. 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 Rule 6004(h) to the extent applicable.

Reservation of Rights

37. 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 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

38. 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) the Banks (as defined in the Cash Management Motion); (d) counsel to certain Senior Secured Noteholders; (e) the United States Attorney's Office for the Southern District of Texas; (f) the state attorneys general for states in which the Debtors

conduct business; (g) other governmental or regulatory agencies having a regulatory or statutory interest in these cases; (h) the Insurance Carriers; (i) the Brokers, (j) the Surety and (k) 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.

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.

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 Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Ryan Manns
Ryan Manns

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

Exhibit A

Insurance Policies

Exhibit A
Insurance Policies

Policy Coverage	Insurance Carrier(s)	Policy Number	Policy Term
AUTO LIABILITY	FEDERAL INSURANCE COMPANY (CHUBB)	7364-30-22	06/15/2025 - 06/15/2026
COMMERCIAL GENERAL LIABILITY - PRIMARY	GREAT AMERICAN RISK SOLUTIONS	PL E863070-03	06/15/2025 - 06/15/2026
CYBER LIABILITY	ARCH SPECIALTY INSURANCE COMPANY; ASPEN SPECIALTY INSURANCE COMPANY; FIREMAN'S FUND INDEMNITY CORPORATION; FORTEGRA SPECIALTY INSURANCE COMPANY; VANTAGE RISK SPECIALTY INSURANCE COMPANY	C4MQ8517589CYBER2025	06/15/2025 - 06/15/2026
DIRECTORS & OFFICERS	ALLIANZ GLOBAL RISKS US INSURANCE COMPANY	USF05464025	06/15/2025 - 06/15/2026
DIRECTORS & OFFICERS	ASCOT INSURANCE COMPANY	MLXS251000126904	06/15/2025 - 06/15/2026
DIRECTORS & OFFICERS	ASSOCIATED INDUSTRIES INSURANCE COMPANY, INC	ANV160818AR3	06/15/2025 - 06/15/2026
DIRECTORS & OFFICERS	AXIS INSURANCE COMPANY	P00100177698301	09/04/2025 - 06/15/2026
DIRECTORS & OFFICERS	CRUM & FORSTER SPECIALTY INSURANCE COMPANY	PCF108416	06/15/2025 - 06/15/2026
DIRECTORS & OFFICERS	EVEREST NATIONAL INSURANCE COMPANY	PC5EX00833251	09/04/2025 - 06/15/2026
DIRECTORS & OFFICERS	HOUSTON SPECIALTY INSURANCE COMPANY	HPROCXHS0000595R1	06/15/2025 - 06/15/2026
DIRECTORS & OFFICERS	HUDSON EXCESS INSURANCE COMPANY	HE030313422	09/04/2025 - 06/15/2026

Insurance Policies

Policy Coverage	Insurance Carrier(s)	Policy Number	Policy Term
DIRECTORS & OFFICERS	WESTCHESTER FIRE INSURANCE COMPANY	G48856949001	09/04/2025 - 06/15/2026
DIRECTORS & OFFICERS	ZURICH AMERICAN INSURANCE COMPANY	MPL341218904	06/15/2025 - 06/15/2026
EQUIPMENT BREAKDOWN	CONTINENTAL INSURANCE COMPANY	8033172261	07/29/2025 - 6/15/2026
EXCESS LIABILITY	ENDURANCE AMERICAN SPECIALTY INS CO	ELD30022544103	06/15/2025 - 06/15/2026
EXCESS LIABILITY	EVEREST INDEMNITY INSURANCE COMPANY	XW3EX00174-251	06/15/2025 - 06/15/2026
EXCESS LIABILITY	GREAT AMERICAN RISK SOLUTIONS	XS E863072-03	06/15/2025 - 06/15/2026
EXCESS LIABILITY	WESTCHESTER SURPLUS LINES INSURANCE CO.	G48637164 002	06/15/2025 - 06/15/2026
FOREIGN LIABILITY	ACE AMERICAN INSURANCE COMPANY (CHUBB)	FRCASO01057	06/15/2025 - 06/15/2026
FOREIGN LIABILITY	ACE AMERICAN INSURANCE COMPANY (CHUBB)	PHF D95056118	06/15/2025 - 06/15/2026
INLAND MARINE	HANOVER INSURANCE GROUP	IHC J767698 01	07/01/2025 - 07/01/2026
LOCAL FRANCE FOREIGN LIABILITY	ACE AMERICAN INSURANCE COMPANY (CHUBB)	FRCASO01057	06/15/2025 - 06/15/2026
LOCAL UK FOREIGN LIABILITY	ACE AMERICAN INSURANCE COMPANY (CHUBB)	UKCAND53 23	06/15/2025 - 06/15/2026

Insurance Policies

Policy Coverage	Insurance Carrier(s)	Policy Number	Policy Term
MANAGEMENT LIABILITY	FAIR AMERICAN SELECT INSURANCE COMPANY	MLP100190303	06/15/2025 - 06/15/2026
MANAGEMENT LIABILITY	IRONSHORE SPECIALTY INSURANCE COMPANY	DO6NACS2EV004	06/15/2025 - 06/15/2026
POLLUTON	ASPEN SPECIALTY INSURANCE COMPANY	ER00TVA25	06/20/2025 - 06/20/2026
POLLUTON	ASPEN SPECIALTY INSURANCE COMPANY	EX00UHK25	06/20/2025 - 06/20/2026
POLLUTON	MARKEL INSURANCE COMPANY	MKLV7EFX101836	06/20/2025 - 06/20/2026
PROPERTY	ARCH SPECIALTY INSURANCE COMPANY	ESP1056967-01	03/03/2026 - 03/03/2027
PROPERTY	ASCOT INSURANCE COMPANY	UB261465A0048	03/03/2026 - 03/03/2027
PROPERTY	ATEGRITY SPECIALTY INSURANCE COMPANY	01-B-XP-P00127821-0	03/03/2026 - 03/03/2027
PROPERTY	AXIS INSURANCE COMPANY	P-001-001583908-02	03/03/2026 - 03/03/2027
PROPERTY	CONVEX INSURANCE UK LIMITED	CPR000909-0326	03/03/2026 - 03/03/2027
PROPERTY	CONVEX INSURANCE UK LIMITED	CVX241363-00	03/03/2026 - 03/03/2027
PROPERTY	KINSALE INSURANCE COMPANY	0100436806-0	03/03/2026 - 03/03/2027

Insurance Policies

Policy Coverage	Insurance Carrier(s)	Policy Number	Policy Term
PROPERTY	LEXINGTON INSURANCE COMPANY	61386527	03/03/2026 - 03/03/2027
PROPERTY	LLOYDS OF LONDON	B128434497W26	03/03/2026 - 03/03/2027
PROPERTY	LLOYDS OF LONDON	B128434505W26	03/03/2026 - 03/03/2027
PROPERTY	STARSTONE SPECIALTY INSURANCE COMPANY	CSP00386060P-00	03/03/2026 - 03/03/2027
PROPERTY	STARSTONE SPECIALTY INSURANCE COMPANY	CSP00386049P-00	03/03/2026 - 03/03/2027
PROPERTY	UNDERWRITERS AT LLOYD'S OF LONDON	JEMWDBB00905-00	03/03/2026 - 03/03/2027
PROPERTY	VANTAGE RISK SPECIALTY INSURANCE COMPANY	P03IP0000100560	03/03/2026 - 03/03/2027
WORKERS COMP	PRAETORIAN INSURANCE COMPANY	202000292	06/15/2025 - 06/15/2026

Exhibit B

Premium Financing Agreements

LENDER: 450 Skokie Blvd, Ste 1000

PREMIUM FINANCE AGREEMENT

☐ Personal ☑ Commercial ☐ Additional Premium

Northbrook, IL 60062-7917
P:(800) 837-3707 F:(800) 837-3709
www.firstinsurancefunding.com

FIRST INSURANCE® FUNDING
A WINTRUST COMPANY

Quote #: 93703072

INSURED/BORROWER (Name and Address as shown on Policy)	Customer ID: N/A	**AGENT or BROKER** (Name and Business Address)
Ascend Elements, Inc. 9176 Industrial Dr NE Covington, GA 30014-1487		BLUESTONE ADVISORS 1400 Opus Place Suite 800 Downers Grove,, IL 60515

LOAN DISCLOSURE

Total Premiums, Taxes, and Fees	Down Payment	Unpaid Balance	Documentary Stamp Tax (only applicable in Florida)	Amount Financed (amount of credit provided on your behalf)	FINANCE CHARGE (dollar amount the credit will cost you)	Total of Payments (amount paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
2,652,587.44	668,021.86	1,984,565.58	0.00	1,984,565.58	65,222.13	2,049,787.71	6.450 %

YOUR PAYMENT SCHEDULE WILL BE: ***Mail Payments to: FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000***

Number of Payments	Amount of Each Payment	**First Installment Due**	5/3/2026
9	227,754.19	**Installment Due Dates**	3rd (Monthly)

Certain information contained in the Loan Disclosure section may change in accordance with Section 19 of this Agreement.

INSURED'S AGREEMENT:

1. SECURITY INTEREST. INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("LENDER") a first priority lien on and security interest in the financed policies and any additional premium required under the financed policies listed in the Schedule of Policies, including (a) all returned or unearned premiums, (b) all additional cash contributions or collateral amounts assessed by the insurance companies in relation to the financed policies and financed by LENDER hereunder, (c) any credits generated by the financed policies, (d) dividend payments, and (e) loss payments which reduce unearned premiums (collectively, the "Financed Policies"). If any circumstances exist in which premiums related to any Financed Policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.

2. FINANCE CHARGE. The finance charge begins accruing on the earliest effective date of the Financed Polices. The finance charge is computed using a 365-day calendar year.

3. LATE PAYMENT. For commercial loans, a late charge will be assessed on any installment at least 5 days in default, and the late charge will equal 5% of the delinquent installment or the maximum late charge permitted by law, whichever is less. For personal loans, a late charge will be assessed on any installment 10 days in default, and the late charge will be the lesser of $10 or 5% of the delinquent installment.

4. PREPAYMENT. If Insured prepays the loan in full, Insured is entitled to a refund of the unearned finance charge computed according to the Rule of 78s.

SCHEDULE OF POLICIES

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
B128434497W26	C00005-LLOYDS OF LONDON G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	12	3/3/2026 ERN TXS/FEES FIN TXS/FEES	717,500.00 0.00 28,700.00
61386527	C00067-LEXINGTON INSURANCE COMPANY G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	12	3/3/2026 ERN TXS/FEES FIN TXS/FEES	300,000.00 0.00 12,000.00
(Policies continued on next page.)				TOTAL	2,652,587.44

Q# 93703072, PRN: 032026, CFG: 0% AAInternal - No Restrictions, RT: A06489-IMM, DD: 30, BM: Invoice, Qtd For: A06489 Original, Memo 1

5. PROMISE TO PAY. In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies (or their authorized representative) or the Agent or Broker listed above, Insured unconditionally promises to pay LENDER, the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, subject to all the provisions of this Agreement.

6. POWER OF ATTORNEY. INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority, in the event of default under this Agreement, to (a) cancel the Financed Policies in accordance with the provisions contained herein, (b) receive all sums assigned to LENDER, and (c) execute and deliver on behalf of Insured all documents relating to the Financed Policies in furtherance of this Agreement. This right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. Insured is responsible for repayment of the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, irrespective of whether LENDER exercises this right to cancel the Financed Policies.

7. SIGNATURE & ACKNOWLEDGEMENT. Insured has received, reviewed, and signed a copy of this Agreement. By signing below, you certify that you have the requisite authority to (a) enter into this Agreement on behalf of Insured (if applicable, including as agent, trustee, executor, or otherwise in a representative capacity) and any other insureds named on the Financed Policies, and (b) jointly and severally agree on behalf of all insureds named on the Financed Policies to all provisions set forth in this Agreement. **Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.**

NOTICE TO INSURED: (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You have the right to prepay the loan in full and receive a refund of any unearned finance charge. (4) Keep a copy of this Agreement to protect your legal rights. (5) See last page of Agreement for your consent to electronic statement and notice delivery.

Signed by: Ahmed Allouache CBE14EE4E7BF472...
Signature of Insured or Authorized Agent — Date: 4/8/2026

Signature of Agent: Paige Kuffel — Date: 04/08/2026

Insured: Ascend Elements, Inc.

ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT Quote #: 93703072

8. APPLICATION OF PAYMENTS. (a) Payments received by LENDER from Insured shall be applied first to installments, then to any unpaid fees. The payment of installments is prioritized over the payment of fees, which means when LENDER receives partial payments or overpayments of any installment(s), amounts previously applied to fees may be reallocated to enable a full installment(s) to be paid. This payment application method may cause fees to reappear as unpaid and owing after the payment period in which the fees were originally assessed and paid, but does not increase or otherwise change the amount of fees that Insured may be required to pay under this Agreement. (b) Any returned premium received by LENDER from the Financed Policies will be applied to reduce the total unpaid balance under this Agreement, which shall not relieve Insured of its obligation to pay any remaining installments due but may reduce the amount of such installments.

9. EFFECTIVE DATE. This Agreement will not become effective until it is accepted in writing by LENDER. LENDER will send a Notice of Acceptance to Insured to confirm this Agreement is effective.

10. DEFAULT/CANCELLATION. Insured is in default under this Agreement if (a) the Down Payment, if to be collected by LENDER, or any payment is not received by LENDER when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to comply with any of the terms of this Agreement. If Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by law. If a default by Insured results in a cancellation of the Financed Policies, Insured agrees to pay a cancellation charge for commercial loans, which will be the maximum permitted by law. No cancellation charge shall apply to personal loans. If cancellation or default occurs, Insured agrees to pay interest on the unpaid balance due at the contract rate until the balance is paid in full.

11. LIMITATION OF LIABILITY. Insured understands and agrees that LENDER or its assignee is not liable for any losses or damages to Insured or any person or entity upon the exercise of LENDER's right of cancellation, except in the event of willful or intentional misconduct by LENDER.

12. INSUFFICIENT FUNDS CHARGE. If Insured's payment is dishonored for any reason and if permitted by law, Insured will pay LENDER an insufficient funds charge equal to the maximum fee permitted by law for commercial loans and $10 for personal loans.

13. LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED. After any Financed Policy is cancelled by any party or if a credit is otherwise generated, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between Insured and LENDER. Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. Any amounts received by LENDER after cancellation of the Financed Policies will be credited to the balance due with any excess paid to the Insured; the minimum refund is $1.00. Any deficiency shall be immediately paid by Insured to LENDER. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the Financed Policies.

14. ASSIGNMENT. Insured may not assign any Financed Policy or this Agreement without LENDER's prior written consent. LENDER may transfer its rights under this Agreement without the consent of Insured.

15. AGENT OR BROKER. Insured agrees that the Agent or Broker issuing the Financed Policies or through whom the Financed Policies were issued is not the agent of LENDER, except for any action taken on behalf of LENDER with the express authority of LENDER, and LENDER is not bound by anything the Agent or Broker represents to Insured, orally or in writing, that is not contained in this Agreement. Where permissible by law, LENDER may pay some portion of the finance charge or other form of compensation to the Agent or Broker executing this Agreement for aiding in the administration of this Agreement. In NY, the Agent or Broker may assess a fee to Insured for obtaining and servicing the Financed Policies pursuant to NY CLS Ins § 2119. Any questions regarding this payment should be directed to the Agent or Broker.

16. COLLECTION COSTS. Insured agrees to pay reasonable attorney fees, court costs, and other collection costs to LENDER to the extent permitted by law if this Agreement is referred to an attorney or collection agent who is not a salaried employee of LENDER to collect money that Insured owes.

17. GOVERNING LAW. The loan terms subject to this Agreement are governed by applicable federal law and Illinois law (to the extent not preempted by federal law), without regard to principles of conflicts of law or choice of law. If any court finds any term herein to be invalid, such finding will not affect the remaining provisions.

18. WARRANTY OF ACCURACY. Insured represents and warrants that to the best of its knowledge: (a) the Financed Policies are in full force and effect and that the Insured has not and will not assign any interest in the Financed Policies except for the interest of mortgagees and loss payees, (b) the Down Payment and any past due payments have been paid in full to the Agent or Broker or Lender in cash or other immediately available funds, (c) all information provided herein or in connection with the Agreement is true, correct, and not misleading, (d) Insured is not insolvent nor presently involved in any insolvency proceeding, (e) Insured has no indebtedness to the insurance companies issuing the Financed Policies, (f) there is no provision in the Financed Policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of the Financed Policies, and (g) Insured has disclosed if he or she is a covered member of the armed forces or a dependent of a covered member as defined in the Military Lending Act.

19. ADDITIONAL PREMIUMS. (a) Insured expressly agrees to (i) fully and timely comply with all audits by the insurance companies issuing the Financed Policies, (ii) timely provide complete and accurate payroll information, if applicable, and (iii) pay to the insurance companies any additional amount due in connection with the Financed Policies. The Amount Financed shall be applied to the Financed Policies' premium amounts and Insured shall be responsible for any additional premiums or other sums. (b) Insured, or Agent or Broker, may request that LENDER finance additional policies and/or additional premiums (the "Additional Premiums") for Insured during the term of this Agreement. If LENDER agrees, LENDER will send a Notice of Acceptance to Insured to confirm its approval to finance the Additional Premiums. For commercial loans, this Agreement shall be deemed amended on the date of the Notice of Acceptance to consolidate the Additional Premiums with Financed Policies into a single and indivisible loan transaction subject to this Agreement (with applicable changes to the payment schedule), and the Additional Premiums shall be "Financed Policies" on the date of the Notice of Acceptance. For personal loans, LENDER (or Agent or Broker on LENDER's behalf) will provide a separate Premium Finance Agreement to Insured for any Additional Premiums.

20. CORRECTIONS. LENDER may insert the names of insurance companies or policy numbers in the Schedule of Policies, if this information is not known at the time Insured signs this Agreement. LENDER is authorized to correct patent errors or omissions in this Agreement.

21. NON-WAIVER. Not Applicable.

22. ELECTRONIC STATEMENT AND NOTICE DELIVERY. By executing this Agreement, Insured agrees to receive all billing statements, notices, and other communications via electronic delivery in PDF format as permitted by applicable law. It is Insured's responsibility to provide LENDER with true, accurate, and complete e-mail and contact information related to this Agreement and to maintain and update promptly any changes to this information. If Insured wishes to (i) opt out of electronic statement and notice delivery, or (ii) update contact information, Insured can log into Insured's account on www.firstinsurancefunding.com or call (800) 837-3707.

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

Unless previously disclosed in writing to LENDER or specified in the Schedule of Policies, the Agent or Broker executing this Agreement expressly represents, warrants, and agrees as follows: (1) Insured has received a copy of this Agreement and has authorized this transaction, the signer of this Agreement (whether Insured or its agent) has valid authority to bind Insured and any other insureds named under the Financed Policies to the terms of this Agreement, including the Power of Attorney provision, Insured's signature is genuine, and the Down Payment has been received from Insured (unless the Down Payment was made to Lender), (2) the information contained in the Schedule of Policies including the premium amount is correct and accurately reflects the necessary coverage, (3) the Financed Policies (a) are in full force and effect, (b) are cancellable by Insured or LENDER (or its successors or assigns), (c) will generate unearned premiums which will be computed on the standard short rate or pro rata basis, and (d) do not contain any provisions which affect the standard short rate or pro rata premium computation, including but not limited to direct company bill, audit, reporting form, retrospective rating, or minimum or fully earned premium, (4) the Agent or Broker is either the insurer's authorized policy issuing agent or the broker placing the coverage directly with the insurer, except where the name of the Issuing Agent or General Agent is listed in the Schedule of Policies, (5) to the best of the Agent or Broker's knowledge, there are no bankruptcy, receivership, or insolvency proceedings affecting Insured, (6) Agent or Broker will hold harmless and indemnify LENDER and its successors and assigns against any loss or expense (including attorney's fees, court costs, and other costs) incurred by LENDER and resulting from Agent or Broker's violations of these Representations and Warranties or from Agent or Broker's errors, omissions, or inaccuracies in preparing this Agreement, and will promptly reimburse LENDER for any loss or expense incurred in connection with any incidence of fraud or lack of valid authority on behalf of Insured or any other named insureds with respect to the terms of this transaction, the Agreement, or the Financed Policies, (7) Agent or Broker will (a) hold in trust for LENDER any payments made or credited to Insured through or to Agent or Broker by the insurance companies or LENDER, and (b) pay these monies and the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness under this Agreement, and (8) to fully and timely assist with all payroll audits.

SCHEDULE OF POLICIES

Insured: Ascend Elements, Inc.
Quote #: 93703072

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
CPR000909-0326	C03402-CONVEX INSURANCE UK LTD. G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	12	3/3/2026 ERN TXS/FEES FIN TXS/FEES	190,000.00 2,400.00 7,600.00
P03IP0000100560	C03721-VANTAGE RISK ASSURANCE CO. G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	12	3/3/2026 ERN TXS/FEES FIN TXS/FEES	133,000.00 0.00 5,320.00
ESP1056967-01	C00169-ARCH SPECIALTY INSURANCE CO G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	12	3/3/2026 ERN TXS/FEES FIN TXS/FEES	266,000.00 0.00 10,640.00
UB261465A0048	C03256-Ascot Insurance Co. G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	12	3/3/2026 ERN TXS/FEES FIN TXS/FEES	152,000.00 0.00 6,080.00
CVX241363-00	C03402-CONVEX INSURANCE UK LTD. G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	12	3/3/2026 ERN TXS/FEES FIN TXS/FEES	100,000.00 2,000.00 4,000.00
0100436806-0	C00515-KINSALE INSURANCE COMPANY G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PRBR	12	3/31/2026 ERN TXS/FEES FIN TXS/FEES	120,000.00 350.00 4,800.00
01-B-XP-P00127821-0	C03190-ATEGRITY SPECIALTY INSURANCE COMPANY G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PRBR	12	3/31/2026 ERN TXS/FEES FIN TXS/FEES	100,000.00 1,000.00 4,000.00
CSP00386049P-00	C00173-STARR SURPLUS LINES INS CO G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PRBR	12	3/31/2026 ERN TXS/FEES FIN TXS/FEES	114,286.00 0.00 4,571.44
CSP00386060P-00	C02729-STARSTONE SPECIALTY INSURANCE CO [CX:0] [90%PR]	EXLB	12	3/31/2026 ERN TXS/FEES FIN TXS/FEES	144,000.00 0.00 5,760.00
JEMWDBB00905-00	C00005-LLOYDS OF LONDON [ME:100.000 %, CX:0] [90%PR]	W/H	12	3/31/2026 ERN TXS/FEES FIN TXS/FEES	17,500.00 750.00 730.00
P-001-001583908-02	C00199-AXIS SURPLUS INSURANCE COMPANY [ME:25.000 %, CX:0] [90%PR]	PROP	12	3/31/2026 ERN TXS/FEES FIN TXS/FEES	190,000.00 0.00 7,600.00

LENDER:

PREMIUM FINANCE AGREEMENT

☐ Personal ☑ Commercial ☐ Additional Premium

450 Skokie Blvd, Ste 1000
Northbrook, IL 60062-7917
P:(800) 837-3707 F:(800) 837-3709
www.firstinsurancefunding.com

FIRST INSURANCE FUNDING
A WINTRUST COMPANY

Quote #: 82915976

INSURED/BORROWER (Name and Address as shown on Policy)	Customer ID: N/A	AGENT or BROKER (Name and Business Address)
Ascend Elements, Inc. 9176 Industrial Dr NE Covington, GA 30014-1487		BLUESTONE ADVISORS 3333 Warrenville Rd Suite 155 Lisle, IL 60532

LOAN DISCLOSURE

Total Premiums, Taxes, and Fees	Down Payment	Unpaid Balance	Documentary Stamp Tax (only applicable in Florida)	Amount Financed (amount of credit provided on your behalf)	FINANCE CHARGE (dollar amount the credit will cost you)	Total of Payments (amount paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
3,069,346.40	780,433.85	2,288,912.55	0.00	2,288,912.55	88,156.15	2,377,068.70	6.850 %

YOUR PAYMENT SCHEDULE WILL BE: Mail Payments to: FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000

Number of Payments	Amount of Each Payment	First Installment Due	8/15/2025
10	237,706.87	Installment Due Dates	15th (Monthly)

Certain information contained in the Loan Disclosure section may change in accordance with Section 19 of this Agreement.

INSURED'S AGREEMENT:

1. SECURITY INTEREST. INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("LENDER") a first priority lien on and security interest in the financed policies and any additional premium required under the financed policies listed in the Schedule of Policies, including (a) all returned or unearned premiums, (b) all additional cash contributions or collateral amounts assessed by the insurance companies in relation to the financed policies and financed by LENDER hereunder, (c) any credits generated by the financed policies, (d) dividend payments, and (e) loss payments which reduce unearned premiums (collectively, the "Financed Policies"). If any circumstances exist in which premiums related to any Financed Policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.
2. FINANCE CHARGE. The finance charge begins accruing on the earliest effective date of the Financed Polices. The finance charge is computed using a 365-day calendar year.
3. LATE PAYMENT. For commercial loans, a late charge will be assessed on any installment at least 5 days in default, and the late charge will equal 5% of the delinquent installment or the maximum late charge permitted by law, whichever is less. For personal loans, a late charge will be assessed on any installment 10 days in default, and the late charge will be the lesser of $10 or 5% of the delinquent installment.
4. PREPAYMENT. If Insured prepays the loan in full, Insured is entitled to a refund of the unearned finance charge computed according to the Rule of 78s.

SCHEDULE OF POLICIES

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
PLE863070-03	C03850-GREAT AMERICAN RISK SOLUTIONS SURPLUS G00744-RT SPECIALTY [ME:25.000 %, CX:0] [90%PR]	GL	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	40,150.00 0.00 1,606.00
XSE863072-03	C03850-GREAT AMERICAN RISK SOLUTIONS SURPLUS G00744-RT SPECIALTY [ME:25.000 %, CX:0] [90%PR]	EXLB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	28,852.00 0.00 1,154.08
(Policies continued on next page.)				TOTAL	3,069,346.40

Q# 82915976, PRN: 070325, CFG: 0% AAInternal - No Restrictions, RT: 0Internal - Base, DD: 20, BM: Invoice, Qtd For: A06489 Original, Memo 1

5. PROMISE TO PAY. In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies (or their authorized representative) or the Agent or Broker listed above, Insured unconditionally promises to pay LENDER, the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, subject to all the provisions of this Agreement.
6. POWER OF ATTORNEY. INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority, in the event of default under this Agreement, to (a) cancel the Financed Policies in accordance with the provisions contained herein, (b) receive all sums assigned to LENDER, and (c) execute and deliver on behalf of Insured all documents relating to the Financed Policies in furtherance of this Agreement. This right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. Insured is responsible for repayment of the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, irrespective of whether LENDER exercises this right to cancel the Financed Policies.
7. SIGNATURE & ACKNOWLEDGEMENT. Insured has received, reviewed, and signed a copy of this Agreement. By signing below, you certify that you have the requisite authority to (a) enter into this Agreement on behalf of Insured (if applicable, including as agent, trustee, executor, or otherwise in a representative capacity) and any other insureds named on the Financed Policies, and (b) jointly and severally agree on behalf of all insureds named on the Financed Policies to all provisions set forth in this Agreement. Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.

NOTICE TO INSURED: (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You have the right to prepay the loan in full and receive a refund of any unearned finance charge. (4) Keep a copy of this Agreement to protect your legal rights. (5) See last page of Agreement for your consent to electronic statement and notice delivery.

Signed by: john swiger 0F6141FAB158423...
Signature of Insured or Authorized Agent — 7/3/2025 Date

Signed by: Paige Kuffel D30ECA0AD8D042A...
Signature of Agent — 7/15/2025 Date

Insured: Ascend Elements, Inc.

ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT Quote #: 82915976

8. APPLICATION OF PAYMENTS. (a) Payments received by LENDER from Insured shall be applied first to installments, then to any unpaid fees. The payment of installments is prioritized over the payment of fees, which means when LENDER receives partial payments or overpayments of any installment(s), amounts previously applied to fees may be reallocated to enable a full installment(s) to be paid. This payment application method may cause fees to reappear as unpaid and owing after the payment period in which the fees were originally assessed and paid, but does not increase or otherwise change the amount of fees that Insured may be required to pay under this Agreement. (b) Any returned premium received by LENDER from the Financed Policies will be applied to reduce the total unpaid balance under this Agreement, which shall not relieve Insured of its obligation to pay any remaining installments due but may reduce the amount of such installments.

9. EFFECTIVE DATE. This Agreement will not become effective until it is accepted in writing by LENDER. LENDER will send a Notice of Acceptance to Insured to confirm this Agreement is effective.

10. DEFAULT/CANCELLATION. Insured is in default under this Agreement if (a) the Down Payment, if to be collected by LENDER, or any payment is not received by LENDER when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to comply with any of the terms of this Agreement. If Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by law. If a default by Insured results in a cancellation of the Financed Policies, Insured agrees to pay a cancellation charge for commercial loans, which will be the maximum permitted by law. No cancellation charge shall apply to personal loans. If cancellation or default occurs, Insured agrees to pay interest on the unpaid balance due at the contract rate until the balance is paid in full.

11. LIMITATION OF LIABILITY. Insured understands and agrees that LENDER or its assignee is not liable for any losses or damages to Insured or any person or entity upon the exercise of LENDER's right of cancellation, except in the event of willful or intentional misconduct by LENDER.

12. INSUFFICIENT FUNDS CHARGE. If Insured's payment is dishonored for any reason and if permitted by law, Insured will pay LENDER an insufficient funds charge equal to the maximum fee permitted by law for commercial loans and $10 for personal loans.

13. LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED. After any Financed Policy is cancelled by any party or if a credit is otherwise generated, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between Insured and LENDER. Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. Any amounts received by LENDER after cancellation of the Financed Policies will be credited to the balance due with any excess paid to the Insured; the minimum refund is $1.00. Any deficiency shall be immediately paid by Insured to LENDER. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the Financed Policies.

14. ASSIGNMENT. Insured may not assign any Financed Policy or this Agreement without LENDER's prior written consent. LENDER may transfer its rights under this Agreement without the consent of Insured.

15. AGENT OR BROKER. Insured agrees that the Agent or Broker issuing the Financed Policies or through whom the Financed Policies were issued is not the agent of LENDER, except for any action taken on behalf of LENDER with the express authority of LENDER, and LENDER is not bound by anything the Agent or Broker represents to Insured, orally or in writing, that is not contained in this Agreement. Where permissible by law, LENDER may pay some portion of the finance charge or other form of compensation to the Agent or Broker executing this Agreement for aiding in the administration of this Agreement. In NY, the Agent or Broker may assess a fee to Insured for obtaining and servicing the Financed Policies pursuant to NY CLS Ins § 2119. Any questions regarding this payment should be directed to the Agent or Broker.

16. COLLECTION COSTS. Insured agrees to pay reasonable attorney fees, court costs, and other collection costs to LENDER to the extent permitted by law if this Agreement is referred to an attorney or collection agent who is not a salaried employee of LENDER to collect money that Insured owes.

17. GOVERNING LAW. The loan terms subject to this Agreement are governed by applicable federal law and Illinois law (to the extent not preempted by federal law), without regard to principles of conflicts of law or choice of law. If any court finds any term herein to be invalid, such finding will not affect the remaining provisions.

18. WARRANTY OF ACCURACY. Insured represents and warrants that to the best of its knowledge: (a) the Financed Policies are in full force and effect and that the Insured has not and will not assign any interest in the Financed Policies except for the interest of mortgagees and loss payees, (b) the Down Payment and any past due payments have been paid in full to the Agent or Broker or Lender in cash or other immediately available funds, (c) all information provided herein or in connection with the Agreement is true, correct, and not misleading, (d) Insured is not insolvent nor presently involved in any insolvency proceeding, (e) Insured has no indebtedness to the insurance companies issuing the Financed Policies, (f) there is no provision in the Financed Policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of the Financed Policies, and (g) Insured has disclosed if he or she is a covered member of the armed forces or a dependent of a covered member as defined in the Military Lending Act.

19. ADDITIONAL PREMIUMS. (a) Insured expressly agrees to (i) fully and timely comply with all audits by the insurance companies issuing the Financed Policies, (ii) timely provide complete and accurate payroll information, if applicable, and (iii) pay to the insurance companies any additional amount due in connection with the Financed Policies. The Amount Financed shall be applied to the Financed Policies' premium amounts and Insured shall be responsible for any additional premiums or other sums. (b) Insured, or Agent or Broker, may request that LENDER finance additional policies and/or additional premiums (the "Additional Premiums") for Insured during the term of this Agreement. If LENDER agrees, LENDER will send a Notice of Acceptance to Insured to confirm its approval to finance the Additional Premiums. For commercial loans, this Agreement shall be deemed amended on the date of the Notice of Acceptance to consolidate the Additional Premiums with Financed Policies into a single and indivisible loan transaction subject to this Agreement (with applicable changes to the payment schedule), and the Additional Premiums shall be "Financed Policies" on the date of the Notice of Acceptance. For personal loans, LENDER (or Agent or Broker on LENDER's behalf) will provide a separate Premium Finance Agreement to Insured for any Additional Premiums.

20. CORRECTIONS. LENDER may insert the names of insurance companies or policy numbers in the Schedule of Policies, if this information is not known at the time Insured signs this Agreement. LENDER is authorized to correct patent errors or omissions in this Agreement.

21. NON-WAIVER. Not Applicable.

22. ELECTRONIC STATEMENT AND NOTICE DELIVERY. By executing this Agreement, Insured agrees to receive all billing statements, notices, and other communications via electronic delivery in PDF format as permitted by applicable law. It is Insured's responsibility to provide LENDER with true, accurate, and complete e-mail and contact information related to this Agreement and to maintain and update promptly any changes to this information. If Insured wishes to (i) opt out of electronic statement and notice delivery, or (ii) update contact information, Insured can log into Insured's account on www.firstinsurancefunding.com or call (800) 837-3707.

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

Unless previously disclosed in writing to LENDER or specified in the Schedule of Policies, the Agent or Broker executing this Agreement expressly represents, warrants, and agrees as follows: (1) Insured has received a copy of this Agreement and has authorized this transaction, the signer of this Agreement (whether Insured or its agent) has valid authority to bind Insured and any other insureds named under the Financed Policies to the terms of this Agreement, including the Power of Attorney provision, Insured's signature is genuine, and the Down Payment has been received from Insured (unless the Down Payment was made to Lender), (2) the information contained in the Schedule of Policies including the premium amount is correct and accurately reflects the necessary coverage, (3) the Financed Policies (a) are in full force and effect, (b) are cancellable by Insured or LENDER (or its successors or assigns), (c) will generate unearned premiums which will be computed on the standard short rate or pro rata basis, and (d) do not contain any provisions which affect the standard short rate or pro rata premium computation, including but not limited to direct company bill, audit, reporting form, retrospective rating, or minimum or fully earned premium, (4) the Agent or Broker is either the insurer's authorized policy issuing agent or the broker placing the coverage directly with the insurer, except where the name of the Issuing Agent or General Agent is listed in the Schedule of Policies, (5) to the best of the Agent or Broker's knowledge, there are no bankruptcy, receivership, or insolvency proceedings affecting Insured, (6) Agent or Broker will hold harmless and indemnify LENDER and its successors and assigns against any loss or expense (including attorney's fees, court costs, and other costs) incurred by LENDER and resulting from Agent or Broker's violations of these Representations and Warranties or from Agent or Broker's errors, omissions, or inaccuracies in preparing this Agreement, and will promptly reimburse LENDER for any loss or expense incurred in connection with any incidence of fraud or lack of valid authority on behalf of Insured or any other named insureds with respect to the terms of this transaction, the Agreement, or the Financed Policies, (7) Agent or Broker will (a) hold in trust for LENDER any payments made or credited to Insured through or to Agent or Broker by the insurance companies or LENDER, and (b) pay these monies and the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness under this Agreement, and (8) to fully and timely assist with all payroll audits.

SCHEDULE OF POLICIES

Insured: Ascend Elements, Inc.
Quote #: 82915976

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
CPR000134N0625	C03402-CONVEX INSURANCE UK LTD. G00007-R T SPECIALTY, LLC [ME:35.000 %, CX:0] [90%PR]	PROP	12	6/11/2025 ERN TXS/FEES FIN TXS/FEES	138,600.00 3,150.00 5,544.00
ESP1052550-01	C00169-ARCH SPECIALTY INSURANCE CO G00007-R T SPECIALTY, LLC [ME:35.000 %, CX:0] [90%PR]	PROP	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	450,000.00 750.00 18,000.00
SLSTPTY12113425	C00173-STARR SURPLUS LINES INS CO G00007-R T SPECIALTY, LLC [ME:35.000 %, CX:0] [90%PR]	PROP	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	286,723.00 3,250.00 11,468.92
B0572NA24EECZ	C00005-LLOYDS OF LONDON G00007-R T SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	666,000.00 750.00 26,640.00
UB251465A0611	C00005-LLOYDS OF LONDON G00007-R T SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	115,680.00 750.00 4,627.20
P03IP0000060801	C03656-VANTAGE RISK SPECIALTY INSURANCE CO. G00007-R T SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	101,220.00 750.00 4,048.80
ER00TVA24	C00211-ASPEN SPECIALTY INSURANCE COMPANY G00623-BEACON HILL & ASSOCIATES [ME:25.000 %, CX:0] [90%PR]	POLL	12	6/20/2025 ERN TXS/FEES FIN TXS/FEES	77,301.00 400.00 3,092.04
EX00UHK24	C00211-ASPEN SPECIALTY INSURANCE COMPANY G00623-BEACON HILL & ASSOCIATES [ME:25.000 %, CX:0] [90%PR]	POLL	12	6/20/2025 ERN TXS/FEES FIN TXS/FEES	61,918.00 400.00 2,476.72
MKLV7EFX101836	C00031-MARKEL INSURANCE COMPANY G00623-BEACON HILL & ASSOCIATES [ME:25.000 %, CX:0] [90%PR]	POLL	12	6/20/2025 ERN TXS/FEES FIN TXS/FEES	87,595.00 400.00 3,503.80
ELD30022544102	C00222-ENDURANCE AMERICAN SPEC INS CO G00744-RT SPECIALTY [ME:25.000 %, CX:0] [90%PR]	EXLB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	33,500.00 0.00 1,340.00
73643022	C00042-FEDERAL INSURANCE COMPANY G03423-CHUBB [ME:25.000 %, CX:30] [FI, 90%PR]	AUTO	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	14,519.00 0.00 0.00
PHFD95056118 001	C00092-ACE AMERICAN INSURANCE CO G03423-CHUBB [ME:25.000 %, CX:0] [90%PR]	LIAB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	8,000.00 588.00 0.00
IHC J767698 00	C00046-HANOVER INSURANCE GROUP [ME:25.000 %, CX:0] [90%PR]	IM	12	7/1/2025 ERN TXS/FEES FIN TXS/FEES	4,080.00 0.00 0.00
CSP00144288P-00	C02729-STARSTONE SPECIALTY INSURANCE CO G00007-R T SPECIALTY, LLC [ME:35.000 %, CX:0] [90%PR]	PROP	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	83,900.00 500.00 3,356.00
G48637164 002	C00105-WESTCHESTER SURPLUS LINES INC G00744-RT SPECIALTY [ME:25.000 %, CX:0] [90%PR]	EXLB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	25,000.00 0.00 1,000.00
XW3EX00174-251	C00575-EVEREST INDEMNITY INSURANCE CO G00004-RT Specialty of Illinois, LLC [ME:25.000 %, CX:0] [90%PR]	EXLB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	25,000.00 0.00 1,000.00
C4MQ8517589CYBER2025	C03580-FORTEGRA SPECIALTY INSURANCE CO. G00018-BURNS & WILCOX [CX:0] [90%PR]	CY LIAB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	14,778.00 575.00 591.12
MPL341218904	C00241-ZURICH AMERICAN INS CO OF IL G00018-BURNS & WILCOX [CX:0] [90%PR]	MGMT LIAB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	37,000.00 500.00 0.00
DO6NACS2EV004	C00531-IRONSHORE SPECIALTY INS CO G00018-BURNS & WILCOX [CX:0] [90%PR]	MGMT LIAB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	14,663.00 350.00 586.52
HPROCXHS0000595R1	C00056-HOUSTON SPECIALTY INSURANCE CO G00018-BURNS & WILCOX [ME:25.000 %, CX:0] [90%PR]	MGMT LIAB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	16,000.00 500.00 640.00
MLP100190303	C02331-FAIR AMERICAN SELECT INSURANCE COMPANY G00018-BURNS & WILCOX [ME:25.000 %, CX:0] [90%PR]	MGMT LIAB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	19,550.00 500.00 782.00
PCF108416	C00468-CRUM & FORSTER SPECIALTY INS G00018-BURNS & WILCOX [CX:0] [90%PR]	MGMT LIAB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	70,000.00 500.00 2,800.00
MLXS251000126904	C03256-Ascot Insurance Co. G00018-BURNS & WILCOX [CX:0] [90%PR]	MGMT LIAB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	27,200.00 500.00 0.00

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SCHEDULE OF POLICIES

Insured: Ascend Elements, Inc.
Quote #: 82915976

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
USF05464025	C00010-ALLIANZ GLOBAL RISKS US INS G00018-BURNS & WILCOX [CX:0] [90%PR]	MGMT LIAB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	20,210.00 500.00 0.00
ANV160818AR3	C00589-ASSOCIATED INDUSTRIES INS CO G00018-BURNS & WILCOX [CX:0] [90%PR]	MGMT LIAB	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	20,075.00 500.00 803.00
8033172261	C00115-CONTINENTAL INSURANCE CO G00004-RT Specialty of Illinois, LLC [CX:0] [90%PR]	EQPT	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	63,218.00 500.00 0.00
0100378020-0	C00515-KINSALE INSURANCE COMPANY G00004-RT Specialty of Illinois, LLC [ME:35.000 %, CX:0] [90%PR]	PROP	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	75,555.00 850.00 3,022.20
202000292	C00497-PRAETORIAN INSURANCE COMPANY [CX:0] [90%PR]	WC	12	6/15/2025 ERN TXS/FEES FIN TXS/FEES	320,654.00 0.00 6,860.00

LENDER:

PREMIUM FINANCE AGREEMENT

☐ Personal ☑ Commercial ☑ Additional Premium

450 Skokie Blvd, Ste 1000
Northbrook, IL 60062-7917
P:(800) 837-3707 F:(800) 837-3709
www.firstinsurancefunding.com

FIRST INSURANCE FUNDING
A WINTRUST COMPANY

Additional Premium Quote #: 86336476

INSURED/BORROWER (Name and Address as shown on Policy)	Customer ID: N/A	AGENT or BROKER (Name and Business Address)
Ascend Elements, Inc. 9176 Industrial Dr NE Covington, GA 30014-1487		BLUESTONE ADVISORS 1400 Opus Place Suite 800 Downers Grove,, IL 60515

LOAN DISCLOSURE

Total Premiums, Taxes, and Fees	Down Payment	Unpaid Balance	Documentary Stamp Tax (only applicable in Florida)	Amount Financed (amount of credit provided on your behalf)	FINANCE CHARGE (dollar amount the credit will cost you)	Total of Payments (amount paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
73,629.00	29,000.00	44,629.00	0.00	44,629.00	1,512.32	46,141.32	6.850 %

YOUR PAYMENT SCHEDULE WILL BE: Mail Payments to: FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000

Number of Payments	Amount of Each Payment	First Installment Due	12/15/2025
6	7,690.22	Installment Due Dates	15th (Monthly)

Certain information contained in the Loan Disclosure section may change in accordance with Section 19 of this Agreement.

INSURED'S AGREEMENT:

1. SECURITY INTEREST. INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("LENDER") a first priority lien on and security interest in the financed policies and any additional premium required under the financed policies listed in the Schedule of Policies, including (a) all returned or unearned premiums, (b) all additional cash contributions or collateral amounts assessed by the insurance companies in relation to the financed policies and financed by LENDER hereunder, (c) any credits generated by the financed policies, (d) dividend payments, and (e) loss payments which reduce unearned premiums (collectively, the "Financed Policies"). If any circumstances exist in which premiums related to any Financed Policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.
2. FINANCE CHARGE. The finance charge begins accruing on the earliest effective date of the Financed Polices. The finance charge is computed using a 365-day calendar year.
3. LATE PAYMENT. For commercial loans, a late charge will be assessed on any installment at least 5 days in default, and the late charge will equal 5% of the delinquent installment or the maximum late charge permitted by law, whichever is less. For personal loans, a late charge will be assessed on any installment 10 days in default, and the late charge will be the lesser of $10 or 5% of the delinquent installment.
4. PREPAYMENT. If Insured prepays the loan in full, Insured is entitled to a refund of the unearned finance charge computed according to the Rule of 78s.

SCHEDULE OF POLICIES

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
PC5EX00833251	C00575-EVEREST INDEMNITY INSURANCE CO G00004-RT Specialty of Illinois, LLC [ME:25.000 %, CX:0] [90%PR]	EXLB	9	9/4/2025 ERN TXS/FEES FIN TXS/FEES	8,974.00 350.00 0.00
P0010017769830	C00199-AXIS SURPLUS INSURANCE COMPANY G00018-BURNS & WILCOX [CX:0] [90%PR]	D&O	9	9/4/2025 ERN TXS/FEES FIN TXS/FEES	10,000.00 350.00 0.00
(Policies continued on next page.)				TOTAL	73,629.00

Q# 86336476, PRN: 102125, CFG: 0% AAInternal - No Restrictions, RT: 0Internal - Base, DD: N/A, BM: Invoice, Qtd For: A06489 AP, Memo 0

5. PROMISE TO PAY. In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies (or their authorized representative) or the Agent or Broker listed above, Insured unconditionally promises to pay LENDER, the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, subject to all the provisions of this Agreement.
6. POWER OF ATTORNEY. INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority, in the event of default under this Agreement, to (a) cancel the Financed Policies in accordance with the provisions contained herein, (b) receive all sums assigned to LENDER, and (c) execute and deliver on behalf of Insured all documents relating to the Financed Policies in furtherance of this Agreement. This right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. Insured is responsible for repayment of the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, irrespective of whether LENDER exercises this right to cancel the Financed Policies.
7. SIGNATURE & ACKNOWLEDGEMENT. Insured has received, reviewed, and signed a copy of this Agreement. By signing below, you certify that you have the requisite authority to (a) enter into this Agreement on behalf of Insured (if applicable, including as agent, trustee, executor, or otherwise in a representative capacity) and any other insureds named on the Financed Policies, and (b) jointly and severally agree on behalf of all insureds named on the Financed Policies to all provisions set forth in this Agreement. Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.

NOTICE TO INSURED: (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You have the right to prepay the loan in full and receive a refund of any unearned finance charge. (4) Keep a copy of this Agreement to protect your legal rights. (5) See last page of Agreement for your consent to electronic statement and notice delivery.

Signed by:
John Swiger
B23C830A72AB42C...
Signature of Insured or Authorized Agent — 10/23/2025 Date

Paige Kuffel
Signature of Agent — 10/23/2025 Date

8. APPLICATION OF PAYMENTS. (a) Payments received by LENDER from Insured shall be applied first to installments, then to any unpaid fees. The payment of installments is prioritized over the payment of fees, which means when LENDER receives partial payments or overpayments of any installment(s), amounts previously applied to fees may be reallocated to enable a full installment(s) to be paid. This payment application method may cause fees to reappear as unpaid and owing after the payment period in which the fees were originally assessed and paid, but does not increase or otherwise change the amount of fees that Insured may be required to pay under this Agreement. (b) Any returned premium received by LENDER from the Financed Policies will be applied to reduce the total unpaid balance under this Agreement, which shall not relieve Insured of its obligation to pay any remaining installments due but may reduce the amount of such installments.

9. EFFECTIVE DATE. This Agreement will not become effective until it is accepted in writing by LENDER. LENDER will send a Notice of Acceptance to Insured to confirm this Agreement is effective.

10. DEFAULT/CANCELLATION. Insured is in default under this Agreement if (a) the Down Payment, if to be collected by LENDER, or any payment is not received by LENDER when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to comply with any of the terms of this Agreement. If Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by law. If a default by Insured results in a cancellation of the Financed Policies, Insured agrees to pay a cancellation charge for commercial loans, which will be the maximum permitted by law. No cancellation charge shall apply to personal loans. If cancellation or default occurs, Insured agrees to pay interest on the unpaid balance due at the contract rate until the balance is paid in full.

11. LIMITATION OF LIABILITY. Insured understands and agrees that LENDER or its assignee is not liable for any losses or damages to Insured or any person or entity upon the exercise of LENDER's right of cancellation, except in the event of willful or intentional misconduct by LENDER.

12. INSUFFICIENT FUNDS CHARGE. If Insured's payment is dishonored for any reason and if permitted by law, Insured will pay LENDER an insufficient funds charge equal to the maximum fee permitted by law for commercial loans and $10 for personal loans.

13. LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED. After any Financed Policy is cancelled by any party or if a credit is otherwise generated, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between Insured and LENDER. Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. Any amounts received by LENDER after cancellation of the Financed Policies will be credited to the balance due with any excess paid to the Insured; the minimum refund is $1.00. Any deficiency shall be immediately paid by Insured to LENDER. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the Financed Policies.

14. ASSIGNMENT. Insured may not assign any Financed Policy or this Agreement without LENDER's prior written consent. LENDER may transfer its rights under this Agreement without the consent of Insured.

15. AGENT OR BROKER. Insured agrees that the Agent or Broker issuing the Financed Policies or through whom the Financed Policies were issued is not the agent of LENDER, except for any action taken on behalf of LENDER with the express authority of LENDER, and LENDER is not bound by anything the Agent or Broker represents to Insured, orally or in writing, that is not contained in this Agreement. Where permissible by law, LENDER may pay some portion of the finance charge or other form of compensation to the Agent or Broker executing this Agreement for aiding in the administration of this Agreement. In NY, the Agent or Broker may assess a fee to Insured for obtaining and servicing the Financed Policies pursuant to NY CLS Ins § 2119. Any questions regarding this payment should be directed to the Agent or Broker.

16. COLLECTION COSTS. Insured agrees to pay reasonable attorney fees, court costs, and other collection costs to LENDER to the extent permitted by law if this Agreement is referred to an attorney or collection agent who is not a salaried employee of LENDER to collect money that Insured owes.

17. GOVERNING LAW. The loan terms subject to this Agreement are governed by applicable federal law and Illinois law (to the extent not preempted by federal law), without regard to principles of conflicts of law or choice of law. If any court finds any term herein to be invalid, such finding will not affect the remaining provisions.

18. WARRANTY OF ACCURACY. Insured represents and warrants that to the best of its knowledge: (a) the Financed Policies are in full force and effect and that the Insured has not and will not assign any interest in the Financed Policies except for the interest of mortgagees and loss payees, (b) the Down Payment and any past due payments have been paid in full to the Agent or Broker or Lender in cash or other immediately available funds, (c) all information provided herein or in connection with the Agreement is true, correct, and not misleading, (d) Insured is not insolvent nor presently involved in any insolvency proceeding, (e) Insured has no indebtedness to the insurance companies issuing the Financed Policies, (f) there is no provision in the Financed Policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of the Financed Policies, and (g) Insured has disclosed if he or she is a covered member of the armed forces or a dependent of a covered member as defined in the Military Lending Act.

19. ADDITIONAL PREMIUMS. (a) Insured expressly agrees to (i) fully and timely comply with all audits by the insurance companies issuing the Financed Policies, (ii) timely provide complete and accurate payroll information, if applicable, and (iii) pay to the insurance companies any additional amount due in connection with the Financed Policies. The Amount Financed shall be applied to the Financed Policies' premium amounts and Insured shall be responsible for any additional premiums or other sums. (b) Insured, or Agent or Broker, may request that LENDER finance additional policies and/or additional premiums (the "Additional Premiums") for Insured during the term of this Agreement. If LENDER agrees, LENDER will send a Notice of Acceptance to Insured to confirm its approval to finance the Additional Premiums. For commercial loans, this Agreement shall be deemed amended on the date of the Notice of Acceptance to consolidate the Additional Premiums with Financed Policies into a single and indivisible loan transaction subject to this Agreement (with applicable changes to the payment schedule), and the Additional Premiums shall be "Financed Policies" on the date of the Notice of Acceptance. For personal loans, LENDER (or Agent or Broker on LENDER's behalf) will provide a separate Premium Finance Agreement to Insured for any Additional Premiums.

20. CORRECTIONS. LENDER may insert the names of insurance companies or policy numbers in the Schedule of Policies, if this information is not known at the time Insured signs this Agreement. LENDER is authorized to correct patent errors or omissions in this Agreement.

21. NON-WAIVER. Not Applicable.

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

Unless previously disclosed in writing to LENDER or specified in the Schedule of Policies, the Agent or Broker executing this Agreement expressly represents, warrants, and agrees as follows: (1) Insured has received a copy of this Agreement and has authorized this transaction, the signer of this Agreement (whether Insured or its agent) has valid authority to bind Insured and any other insureds named under the Financed Policies to the terms of this Agreement, including the Power of Attorney provision, Insured's signature is genuine, and the Down Payment has been received from Insured (unless the Down Payment was made to Lender), (2) the information contained in the Schedule of Policies including the premium amount is correct and accurately reflects the necessary coverage, (3) the Financed Policies (a) are in full force and effect, (b) are cancellable by Insured or LENDER (or its successors or assigns), (c) will generate unearned premiums which will be computed on the standard short rate or pro rata basis, and (d) do not contain any provisions which affect the standard short rate or pro rata premium computation, including but not limited to direct company bill, audit, reporting form, retrospective rating, or minimum or fully earned premium, (4) the Agent or Broker is either the insurer's authorized policy issuing agent or the broker placing the coverage directly with the insurer, except where the name of the Issuing Agent or General Agent is listed in the Schedule of Policies, (5) to the best of the Agent or Broker's knowledge, there are no bankruptcy, receivership, or insolvency proceedings affecting Insured, (6) Agent or Broker will hold harmless and indemnify LENDER and its successors and assigns against any loss or expense (including attorney's fees, court costs, and other costs) incurred by LENDER and resulting from Agent or Broker's violations of these Representations and Warranties or from Agent or Broker's errors, omissions, or inaccuracies in preparing this Agreement, and will promptly reimburse LENDER for any loss or expense incurred in connection with any incidence of fraud or lack of valid authority on behalf of Insured or any other named insureds with respect to the terms of this transaction, the Agreement, or the Financed Policies, (7) Agent or Broker will (a) hold in trust for LENDER any payments made or credited to Insured through or to Agent or Broker by the insurance companies or LENDER, and (b) pay these monies and the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness under this Agreement, and (8) to fully and timely assist with all payroll audits.

Docusign Envelope ID: 8AEB0ACD-BED1-40A6-AC7F-D9125151BF27

SCHEDULE OF POLICIES

Insured: Ascend Elements, Inc.
Quote #: 86336476

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
HE030313422	C00636-HUDSON EXCESS INSURANCE COMPANY G00018-BURNS & WILCOX [CX:0] [90%PR]	D&O	9	9/4/2025 ERN TXS/FEES FIN TXS/FEES	12,000.00 480.00 350.00
G48856949001	C00105-WESTCHESTER SURPLUS LINES INC G00018-BURNS & WILCOX [CX:0] [90%PR]	D&O	9	9/4/2025 ERN TXS/FEES FIN TXS/FEES	9,602.00 0.00 350.00
202000292	C03430-SPECIALTY PROGRAMS & FACILITIES MGRS G01176-QBE INTERNATIONAL [CX:0] [90%PR]	WC	12	9/4/2025 ERN TXS/FEES FIN TXS/FEES	31,173.00 0.00 0.00

LENDER:

PREMIUM FINANCE AGREEMENT

☐ Personal ☑ Commercial ☑ Additional Premium

450 Skokie Blvd, Ste 1000
Northbrook, IL 60062-7917
P:(800) 837-3707 F:(800) 837-3709
www.firstinsurancefunding.com

FIRST INSURANCE FUNDING
A WINTRUST COMPANY

Additional Premium Quote #: 89976690

INSURED/BORROWER (Name and Address as shown on Policy)	Customer ID: N/A	AGENT or BROKER (Name and Business Address)
Ascend Elements, Inc. 9176 Industrial Dr NE Covington, GA 30014-1487		BLUESTONE ADVISORS 1400 Opus Place Suite 800 Downers Grove,, IL 60515

LOAN DISCLOSURE

Total Premiums, Taxes, and Fees	Down Payment	Unpaid Balance	Documentary Stamp Tax (only applicable in Florida)	Amount Financed (amount of credit provided on your behalf)	FINANCE CHARGE (dollar amount the credit will cost you)	Total of Payments (amount paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
732,425.29	500,000.00	232,425.29	0.00	232,425.29	10,243.56	242,668.85	6.850 %

YOUR PAYMENT SCHEDULE WILL BE: Mail Payments to: FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000

Number of Payments	Amount of Each Payment	First Installment Due	1/15/2026
5	48,533.77	Installment Due Dates	15th (Monthly)

Certain information contained in the Loan Disclosure section may change in accordance with Section 19 of this Agreement.

INSURED'S AGREEMENT:

1. SECURITY INTEREST. INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("LENDER") a first priority lien on and security interest in the financed policies and any additional premium required under the financed policies listed in the Schedule of Policies, including (a) all returned or unearned premiums, (b) all additional cash contributions or collateral amounts assessed by the insurance companies in relation to the financed policies and financed by LENDER hereunder, (c) any credits generated by the financed policies, (d) dividend payments, and (e) loss payments which reduce unearned premiums (collectively, the "Financed Policies"). If any circumstances exist in which premiums related to any Financed Policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.
2. FINANCE CHARGE. The finance charge begins accruing on the earliest effective date of the Financed Polices. The finance charge is computed using a 365-day calendar year.
3. LATE PAYMENT. For commercial loans, a late charge will be assessed on any installment at least 5 days in default, and the late charge will equal 5% of the delinquent installment or the maximum late charge permitted by law, whichever is less. For personal loans, a late charge will be assessed on any installment 10 days in default, and the late charge will be the lesser of $10 or 5% of the delinquent installment.
4. PREPAYMENT. If Insured prepays the loan in full, Insured is entitled to a refund of the unearned finance charge computed according to the Rule of 78s.

SCHEDULE OF POLICIES

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
B0572NA24EECZ	C00005-LLOYDS OF LONDON G00007-R T SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	6	7/29/2025 ERN TXS/FEES FIN TXS/FEES	208,421.71 0.00 8,336.87
ESP1052550-01	C00169-ARCH SPECIALTY INSURANCE CO G00007-R T SPECIALTY, LLC [ME:35.000 %, CX:0] [90%PR]	PROP	12	7/29/2025 ERN TXS/FEES FIN TXS/FEES	141,504.00 0.00 5,660.16
(Policies continued on next page.)				TOTAL	732,425.29

Q# 89976690, PRN: 122325, CFG: 0% AAInternal - No Restrictions, RT: 0Internal - Base, DD: N/A, BM: Invoice, Qtd For: A06489 AP, Memo 0

5. PROMISE TO PAY. In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies (or their authorized representative) or the Agent or Broker listed above, Insured unconditionally promises to pay LENDER, the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, subject to all the provisions of this Agreement.
6. POWER OF ATTORNEY. INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority, in the event of default under this Agreement, to (a) cancel the Financed Policies in accordance with the provisions contained herein, (b) receive all sums assigned to LENDER, and (c) execute and deliver on behalf of Insured all documents relating to the Financed Policies in furtherance of this Agreement. This right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. Insured is responsible for repayment of the Amount Financed plus interest and other charges permitted under this Agreement, including the Down Payment if owed and payable directly to LENDER, irrespective of whether LENDER exercises this right to cancel the Financed Policies.
7. SIGNATURE & ACKNOWLEDGEMENT. Insured has received, reviewed, and signed a copy of this Agreement. By signing below, you certify that you have the requisite authority to (a) enter into this Agreement on behalf of Insured (if applicable, including as agent, trustee, executor, or otherwise in a representative capacity) and any other insureds named on the Financed Policies, and (b) jointly and severally agree on behalf of all insureds named on the Financed Policies to all provisions set forth in this Agreement. Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.

NOTICE TO INSURED: (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You have the right to prepay the loan in full and receive a refund of any unearned finance charge. (4) Keep a copy of this Agreement to protect your legal rights. (5) See last page of Agreement for your consent to electronic statement and notice delivery.

Signed by: John Swiger
B93C830A72A542C...
Signature of Insured or Authorized Agent

12/23/2025
Date

Paige Kuffel
Signature of Agent

12/23/2025
Date

ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT

8. APPLICATION OF PAYMENTS. (a) Payments received by LENDER from Insured shall be applied first to installments, then to any unpaid fees. The payment of installments is prioritized over the payment of fees, which means when LENDER receives partial payments or overpayments of any installment(s), amounts previously applied to fees may be reallocated to enable a full installment(s) to be paid. This payment application method may cause fees to reappear as unpaid and owing after the payment period in which the fees were originally assessed and paid, but does not increase or otherwise change the amount of fees that Insured may be required to pay under this Agreement. (b) Any returned premium received by LENDER from the Financed Policies will be applied to reduce the total unpaid balance under this Agreement, which shall not relieve Insured of its obligation to pay any remaining installments due but may reduce the amount of such installments.

9. EFFECTIVE DATE. This Agreement will not become effective until it is accepted in writing by LENDER. LENDER will send a Notice of Acceptance to Insured to confirm this Agreement is effective.

10. DEFAULT/CANCELLATION. Insured is in default under this Agreement if (a) the Down Payment, if to be collected by LENDER, or any payment is not received by LENDER when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to comply with any of the terms of this Agreement. If Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by law. If a default by Insured results in a cancellation of the Financed Policies, Insured agrees to pay a cancellation charge for commercial loans, which will be the maximum permitted by law. No cancellation charge shall apply to personal loans. If cancellation or default occurs, Insured agrees to pay interest on the unpaid balance due at the contract rate until the balance is paid in full.

11. LIMITATION OF LIABILITY. Insured understands and agrees that LENDER or its assignee is not liable for any losses or damages to Insured or any person or entity upon the exercise of LENDER's right of cancellation, except in the event of willful or intentional misconduct by LENDER.

12. INSUFFICIENT FUNDS CHARGE. If Insured's payment is dishonored for any reason and if permitted by law, Insured will pay LENDER an insufficient funds charge equal to the maximum fee permitted by law for commercial loans and $10 for personal loans.

13. LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED. After any Financed Policy is cancelled by any party or if a credit is otherwise generated, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between Insured and LENDER. Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. Any amounts received by LENDER after cancellation of the Financed Policies will be credited to the balance due with any excess paid to the Insured; the minimum refund is $1.00. Any deficiency shall be immediately paid by Insured to LENDER. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the Financed Policies.

14. ASSIGNMENT. Insured may not assign any Financed Policy or this Agreement without LENDER's prior written consent. LENDER may transfer its rights under this Agreement without the consent of Insured.

15. AGENT OR BROKER. Insured agrees that the Agent or Broker issuing the Financed Policies or through whom the Financed Policies were issued is not the agent of LENDER, except for any action taken on behalf of LENDER with the express authority of LENDER, and LENDER is not bound by anything the Agent or Broker represents to Insured, orally or in writing, that is not contained in this Agreement. Where permissible by law, LENDER may pay some portion of the finance charge or other form of compensation to the Agent or Broker executing this Agreement for aiding in the administration of this Agreement. In NY, the Agent or Broker may assess a fee to Insured for obtaining and servicing the Financed Policies pursuant to NY CLS Ins § 2119. Any questions regarding this payment should be directed to the Agent or Broker.

16. COLLECTION COSTS. Insured agrees to pay reasonable attorney fees, court costs, and other collection costs to LENDER to the extent permitted by law if this Agreement is referred to an attorney or collection agent who is not a salaried employee of LENDER to collect money that Insured owes.

17. GOVERNING LAW. The loan terms subject to this Agreement are governed by applicable federal law and Illinois law (to the extent not preempted by federal law), without regard to principles of conflicts of law or choice of law. If any court finds any term herein to be invalid, such finding will not affect the remaining provisions.

18. WARRANTY OF ACCURACY. Insured represents and warrants that to the best of its knowledge: (a) the Financed Policies are in full force and effect and that the Insured has not and will not assign any interest in the Financed Policies except for the interest of mortgagees and loss payees, (b) the Down Payment and any past due payments have been paid in full to the Agent or Broker or Lender in cash or other immediately available funds, (c) all information provided herein or in connection with the Agreement is true, correct, and not misleading, (d) Insured is not insolvent nor presently involved in any insolvency proceeding, (e) Insured has no indebtedness to the insurance companies issuing the Financed Policies, (f) there is no provision in the Financed Policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of the Financed Policies, and (g) Insured has disclosed if he or she is a covered member of the armed forces or a dependent of a covered member as defined in the Military Lending Act.

19. ADDITIONAL PREMIUMS. (a) Insured expressly agrees to (i) fully and timely comply with all audits by the insurance companies issuing the Financed Policies, (ii) timely provide complete and accurate payroll information, if applicable, and (iii) pay to the insurance companies any additional amount due in connection with the Financed Policies. The Amount Financed shall be applied to the Financed Policies' premium amounts and Insured shall be responsible for any additional premiums or other sums. (b) Insured, or Agent or Broker, may request that LENDER finance additional policies and/or additional premiums (the "Additional Premiums") for Insured during the term of this Agreement. If LENDER agrees, LENDER will send a Notice of Acceptance to Insured to confirm its approval to finance the Additional Premiums. For commercial loans, this Agreement shall be deemed amended on the date of the Notice of Acceptance to consolidate the Additional Premiums with Financed Policies into a single and indivisible loan transaction subject to this Agreement (with applicable changes to the payment schedule), and the Additional Premiums shall be "Financed Policies" on the date of the Notice of Acceptance. For personal loans, LENDER (or Agent or Broker on LENDER's behalf) will provide a separate Premium Finance Agreement to Insured for any Additional Premiums.

20. CORRECTIONS. LENDER may insert the names of insurance companies or policy numbers in the Schedule of Policies, if this information is not known at the time Insured signs this Agreement. LENDER is authorized to correct patent errors or omissions in this Agreement.

21. NON-WAIVER. Not Applicable.

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

Unless previously disclosed in writing to LENDER or specified in the Schedule of Policies, the Agent or Broker executing this Agreement expressly represents, warrants, and agrees as follows: (1) Insured has received a copy of this Agreement and has authorized this transaction, the signer of this Agreement (whether Insured or its agent) has valid authority to bind Insured and any other insureds named under the Financed Policies to the terms of this Agreement, including the Power of Attorney provision, Insured's signature is genuine, and the Down Payment has been received from Insured (unless the Down Payment was made to Lender), (2) the information contained in the Schedule of Policies including the premium amount is correct and accurately reflects the necessary coverage, (3) the Financed Policies (a) are in full force and effect, (b) are cancellable by Insured or LENDER (or its successors or assigns), (c) will generate unearned premiums which will be computed on the standard short rate or pro rata basis, and (d) do not contain any provisions which affect the standard short rate or pro rata premium computation, including but not limited to direct company bill, audit, reporting form, retrospective rating, or minimum or fully earned premium, (4) the Agent or Broker is either the insurer's authorized policy issuing agent or the broker placing the coverage directly with the insurer, except where the name of the Issuing Agent or General Agent is listed in the Schedule of Policies, (5) to the best of the Agent or Broker's knowledge, there are no bankruptcy, receivership, or insolvency proceedings affecting Insured, (6) Agent or Broker will hold harmless and indemnify LENDER and its successors and assigns against any loss or expense (including attorney's fees, court costs, and other costs) incurred by LENDER and resulting from Agent or Broker's violations of these Representations and Warranties or from Agent or Broker's errors, omissions, or inaccuracies in preparing this Agreement, and will promptly reimburse LENDER for any loss or expense incurred in connection with any incidence of fraud or lack of valid authority on behalf of Insured or any other named insureds with respect to the terms of this transaction, the Agreement, or the Financed Policies, (7) Agent or Broker will (a) hold in trust for LENDER any payments made or credited to Insured through or to Agent or Broker by the insurance companies or LENDER, and (b) pay these monies and the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness under this Agreement, and (8) to fully and timely assist with all payroll audits.

SCHEDULE OF POLICIES

Insured: Ascend Elements, Inc.
Quote #: 89976690

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
CPR000134N0625	C03402-CONVEX INSURANCE UK LTD. G00007-R T SPECIALTY, LLC [ME:35.000 %, CX:0] [90%PR]	PROP	6	7/29/2025 ERN TXS/FEES FIN TXS/FEES	99,389.25 0.00 3,975.57
UB251465A0611	C00005-LLOYDS OF LONDON G00007-R T SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	6	7/29/2025 ERN TXS/FEES FIN TXS/FEES	35,554.00 0.00 1,422.16
CSP00144288P-01	C02729-STARSTONE SPECIALTY INSURANCE CO G00007-R T SPECIALTY, LLC [ME:35.000 %, CX:0] [90%PR]	PROP	6	7/29/2025 ERN TXS/FEES FIN TXS/FEES	63,687.00 0.00 2,547.48
0100378020-0	C00515-KINSALE INSURANCE COMPANY G00004-RT Specialty of Illinois, LLC [ME:35.000 %, CX:0] [90%PR]	PROP	6	7/29/2025 ERN TXS/FEES FIN TXS/FEES	24,000.00 0.00 960.00
8033172261	C00115-CONTINENTAL INSURANCE CO G00004-RT Specialty of Illinois, LLC [CX:0] [90%PR]	EQPT	6	7/29/2025 ERN TXS/FEES FIN TXS/FEES	10,705.00 0.00 0.00
SLSTPTY12113425	C00173-STARR SURPLUS LINES INS CO G00007-R T SPECIALTY, LLC [ME:35.000 %, CX:0] [90%PR]	PROP	6	7/29/2025 ERN TXS/FEES FIN TXS/FEES	89,730.00 0.00 3,589.20
P03IP0000060801	C03656-VANTAGE RISK SPECIALTY INSURANCE CO. G00007-R T SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR]	PROP	6	7/29/2025 ERN TXS/FEES FIN TXS/FEES	31,675.86 0.00 1,267.03

Exhibit C

Surety Bond Program

Exhibit C
Surety Bonds

Beneficiary Name	Bond Type	Bond Amount	Bond Number	Start Date	End Date	Carrier
GEORGIA POWER COMPANY	SURETY BOND	$177,990.00	615128824	09/15/2025	09/15/2026	UNITED STATES FIRE INSURANCE COMPANY

Exhibit D

Letters of Credit

Exhibit D
Letters of Credit

Debtor	Value	Issuing Bank	Beneficiary Name	Letter of Credit Number
ASCEND ELEMENTS, INC.	$200,000.00	BANK OF AMERICA, N.A.	AIRGAS USA, LLC	68199874
ASCEND ELEMENTS, INC.	$1,930,048.00	BANK OF AMERICA, N.A.	COVINGTON INDUSTRIAL LLC	68202327
ASCEND ELEMENTS, INC.	$750,000.00	BANK OF AMERICA, N.A.	GEORGIA DEPARTMENT OF NATURAL RESOURCERS, ENVIRONMENTAL PROTECTION DIVISION	68199065
ASCEND ELEMENTS, INC.	$1,645,000.00	BANK OF AMERICA, N.A.	HOPKINSVILLE-CHRISTIAN COUNTY PLANNING COMMISSION	68197105
ASCEND ELEMENTS, INC.	$320,886.00	BANK OF AMERICA, N.A.	PENNYRILE RURAL ELECTRIC COOPERATIVE COMMISSION	68202569
ASCEND ELEMENTS, INC.	$1,100,000.00	BANK OF AMERICA, N.A.	UNITED STATES SURETY COMPANY, AND/OR U.S. SPECIALITY INSURANCE COMPANY, AND/OR AMERICAN CONTRACTORS INDEMNITY COMPANY	68197104

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
Debtors.	)	(Joint Administration Requested)

ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE THEIR PREPETITION INSURANCE PROGRAM, SURETY BOND PROGRAM AND LETTERS OF CREDIT AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW, SUPPLEMENT, AND ENTER INTO NEW INSURANCE POLICIES, SURETY BONDS AND LETTERS OF CREDIT, (C) HONOR THE TERMS OF THE PREMIUM FINANCING AGREEMENTS AND PAY PREMIUMS THEREUNDER, AND (D) ENTER INTO NEW PREMIUM FINANCING AGREEMENTS IN THE ORDINARY COURSE OF BUSINESS, AND (II) GRANTING RELATED RELIEF

Upon the emergency motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (this "Order") pursuant to sections 105(a), 363(b), 503, 1107(a), and 1108 of the Bankruptcy Code, and Bankruptcy Rules 6003 and 6004, (a) authorizing the Debtors to (i) continue their prepetition insurance coverage, surety bond program, and letters of credit and satisfy prepetition obligations related thereto, (ii) renew, supplement, or enter into new insurance coverage, surety bonds, and letters of credit in the ordinary course of business on a postpetition basis, (iii) honor the terms of the Premium Financing Agreements and pay premiums thereunder, and (iv) enter into new Premium Financing

[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.

Agreements; and (b) granting related relief, each as more fully set forth in the Motion; and upon the First Day 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)(2) and that the Court 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 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, if any (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. The Debtors are authorized, but not directed, to (a) continue the Insurance Program, Surety Bond Program, and Letters of Credit and pay any undisputed prepetition or postpetition obligations related thereto (including the Broker Fees) in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors' chapter 11 cases, (b) renew, amend, supplement, extend, or purchase insurance policies, surety bonds, or letters of credit in the ordinary course of business to the extent that the Debtors determine that such action is in the best interest of their estates; (c) honor the terms of the Premium Financing Agreements and pay

premiums thereunder in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors' chapter 11 cases, and (d) enter into, renew, amend, supplement, or extend Premium Financing Agreements in the ordinary course of business as necessary, in each case to the extent that the Debtors determine that such action is in the best interest of the Debtors' estates, and in the case of (d) with the consent of counsel to certain of the Senior Secured Noteholders.

2. All applicable banks and other financial institutions are hereby authorized to receive, process, honor, and pay any and all checks and transfer requests evidencing amounts paid by the Debtors under this order whether presented prior to or after the Petition Date. Such banks and financial institutions are authorized to rely on the representations of the Debtors as to which checks, drafts, wires, or automated clearing house transfers are issued or authorized to be paid pursuant to this order, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

3. The Debtors will promptly notify counsel to the Senior Secured Noteholders, the U.S. Trustee and any statutory committee appointed in these cases if the Debtors materially renew, amend, supplement, extend, terminate, replace, increase, or decrease existing Insurance Policy coverage or change Insurance Carriers, enter into any new surety bonds, letters of credit, or Premium Financing Agreements, obtain additional insurance coverage, or execute other agreements in connection therewith.

4. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, and subject to the administrative status afforded pursuant to this Order, nothing in this Order shall be deemed: (a) an admission by the Debtors as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy 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 the Motion or any order granting the relief requested by the 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; (g) a waiver or limitation of the Debtors' or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. Any payment made pursuant to this Order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

5. Notwithstanding anything to the contrary in the Premium Financing Agreements, the Debtors' filing of these Chapter 11 Cases shall not constitute a default under the Premium Financing Agreements.

6. Unless specifically provided herein, and notwithstanding the relief granted herein and any actions taken hereunder, nothing in this Order shall create any rights in favor of, or enhance the status of any claim held by, any person to whom any obligations under the Insurance Programs are owed.

7. The Debtors shall maintain a matrix or schedule of payments made pursuant to this Order that includes the following information: (a) the name of the payees; (b) the date of the payment; (c) the amount of the payment; (d) the category or type of payment; and (e) the Debtor or Debtors that made the payment. On the last business day of each month, following entry of this Order, and ending upon entry of an order confirming a plan or dismissing or converting the Chapter 11 Cases, the Debtors shall provide a copy of such matrix or schedule to the U.S. Trustee, counsel to certain Senior Secured Noteholders, and any statutory committee appointed in the Chapter 11 Cases covering all payments made pursuant to this Order during the prior month.

8. Notwithstanding anything to the contrary contained in the Motion and this Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors in any orders entered by this Court authorizing the Debtors' use of cash collateral (any such order, a "CC Order"), including, for the avoidance of doubt, any budget and the terms of any definitive documentation in connection therewith (the "CC Documents"). To the extent of any conflict (but solely to the extent of such conflict) between the terms of the Motion, the Order, and the terms of any CC Order or any CC Documents, the terms of the CC Order or such CC Document, as applicable, will govern.

9. For the avoidance of doubt, nothing in this Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date, or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

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