Docket #0044 Date Filed: 4/10/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
April 10, 2026
Nathan Ochsner, Clerk

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.	)	(Jointly Administered)

INTERIM ORDER
(I) AUTHORIZING THE DEBTORS
TO PAY CERTAIN PREPETITION
CLAIMS OF CRITICAL VENDORS, 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 interim order (this "Interim Order"), (a) authorizing the Debtors to pay, in the ordinary course of business, certain prepetition amounts owing on account of Critical Vendor Claims and (b) granting related relief, all as more fully set forth in the Motion and the First Day Declaration; 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

[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.

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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 final hearing (the "Final Hearing") on the Motion shall be held on May 7, 2026 at 2:00 p.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on May 1, 2026. In the event no objections to entry of a final order on the Motion are timely received, the Court may enter such final order without need for the Final Hearing.

2. The Debtors are authorized, but not directed, subject to this Interim Order, in the reasonable exercise of their business judgment, in an amount not to exceed $1.35 million in the aggregate during the Interim Period prior to entry of the Final Order, to honor, pay all or part of, and otherwise satisfy and discharge, on a case-by-case basis and consistent with their prepetition practices, the Vendor Claims each on an interim basis and in accordance with the amounts described in the Motion without further order of the Court. Payment of Vendor Claims in excess of $10,000 shall require consent of the Senior Secured Noteholders.

3. In the event the Debtors expect to exceed the amounts set forth in paragraph 1 of this Interim Order during the Interim Period before entry of the Final Order, with the consent of the Senior Secured Noteholders, the Debtors shall file a notice with the Court describing the

overage amount and any party in interest shall have the right to object in this Court to the Debtors paying such additional amounts, subject to the rights of the Debtors to oppose any such action. If no objections are filed with the Court and served on the Debtors within five business days of the filing of such notice, such overage shall be authorized to be paid without further order of the Court.

4. As a condition to receiving payment under this Interim Order, a Critical Vendor, in the Debtors' discretion, shall (a) agree to continue or recommence supplying services to the Debtors consistent with the Customary Trade Terms and (b) agree that it shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which it provides such services to the Debtors during the course of these chapter 11 cases (provided that the Debtors continue to pay for such services and are not otherwise in breach of such contract or agreement).

5. The form of Trade Agreement, substantially in the form attached to the Motion as **Exhibit A** is approved in its entirety. The Debtors are authorized to enter into Trade Agreements with Critical Vendors, in their discretion subject to the consent of the Senior Secured Noteholders. To the extent that the Debtors do not enter into a Trade Agreement with a Critical Vendor, such Critical Vendor's acceptance of payment on account of its Vendor Claim shall be deemed as the Critical Vendor's agreement to continue providing goods and services on Customary Trade Terms. Any party that accepts payment from the Debtors on account of a Vendor Claim during the Interim Period shall be provided with a copy of this Interim Order. The Debtors are authorized to negotiate, modify, or amend the form of the Trade Agreement in the exercise of their reasonable business judgment, subject to the consent of the Senior Secured Noteholders, to the extent such negotiations, modifications, or amendments are not materially adverse to the Debtors in the aggregate (provided that any such modification or amendment must require the Critical Vendor to provide the trade terms set forth above) and to settle all or some of the Vendor Claims for less than

the face amount of such claims without further notice or hearing, each in the Debtors' reasonable business judgment.

6. The Debtors are authorized to require, as a further condition of receiving payment on a Vendor Claim, that a Critical Vendor agree to take whatever action is necessary to remove any existing liens on the Debtors' property at such Critical Vendor's sole cost and expense and waive any right to assert a trade lien on account of a paid Vendor Claim.

7. If a Critical Vendor accepts payment hereunder for a prepetition obligation of the Debtors, and the party thereafter fails to provide goods or services in accordance with the Customary Trade Terms, then: (a) any payment on account of a prepetition claim received by such Critical Vendor may be deemed, in the Debtors' sole discretion, a voidable postpetition transfer and, therefore, immediately recoverable by the Debtors in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such Critical Vendor shall be reinstated as if the payment had not been made; and the deadline for such party to file a reinstated claim will be the later of (i) the general bar date established by order of this Court or (ii) 30 days after the Debtors provide written notice to the party of the reinstatement of its claim; (c) if there exists an outstanding postpetition balance due from the Debtors to such Critical Vendor, (i) the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by this Motion to such outstanding postpetition balance, and (ii) such Critical Vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise; and (d) the Debtors may pursue any other remedy available to them under applicable law or any executed writing with such Critical Vendor.

8. Any party that accepts payment from the Debtors on account of all or a portion of a Vendor Claim shall be deemed to (a) have agreed to the terms and provisions of this Interim Order, (b) have submitted to the jurisdiction of this Court for the enforcement thereof, and (c) have waived, to the extent so paid, Vendor Claims of any type, kind, or priority (including any reclamation claim), against the Debtors, their assets, and properties.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

10. Nothing herein shall impair or prejudice the Debtors' or any other party in interest's ability to contest the extent, perfection, priority, validity, or amount of any Vendor Claim.

11. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order without any duty of further inquiry and without liability for following the Debtors' instructions.

12. During the Interim Period, the Debtors shall not pay any obligations under this Interim Order unless they are due or are deemed necessary to be paid in the Debtors' business judgment, and with the consent of the Senior Secured Noteholders where required, to ensure the ongoing provision of goods or services or otherwise to avoid an adverse effect on the Debtors' operations.

13. Nothing in the Motion or this Interim Order, nor the Debtors' implementation of the relief granted in this Interim Order, shall be deemed to modify or waive any of the Debtors' rights with respect to goods and services requested or received from the Critical Vendors, including the Debtors' rights to (a) cancel a purchase order, (b) decline the acceptance of goods and/or services, (c) return any defective, nonconforming or unacceptable goods, or (d) contest the amount of any invoice or claim on any grounds.

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

15. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, and subject to the administrative status afforded pursuant to this Interim Order, nothing in this Interim 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) an impairment or 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.

16. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003.

17. Notwithstanding anything to the contrary contained in the Motion or this Interim 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 or this Interim 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.

18. 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.

19. For the avoidance of doubt, this Interim Order does not authorize payments to insiders (as such term is defined in section 101(31) of the Bankruptcy Code) of the Debtors.

20. 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.

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

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

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

Signed: April 10, 2026

Christopher Lopez
United States Bankruptcy Judge