Docket #0216 Date Filed: 05/07/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
May 07, 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 (CML)
Debtors.	)	(Jointly Administered)

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN PREPETITION CLAIMS OF CRITICAL VENDORS, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of a final order (this "Final 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 creditors, and

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

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

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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 in consultation with the official committee of unsecured creditors appointed in these Chapter 11 Cases ("the Committee") and Senior Secured Noteholders, are authorized, but not directed, subject to this Final Order, in the reasonable exercise of their business judgment, and in the reasonable exercise of their business judgment, in an amount not to exceed $1.35 million in the aggregate on a final basis 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 inclusive of amounts paid during the Interim Period 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.

2. For any proposed payment in excess of $10,000.00 under this Order (each. a "Proposed Payment"):

i. Debtors shall provide notice to the Committee professionals, on a professional's eyes only basis, two (2) business days prior to disbursing any such Proposed Payment;

ii. the Committee's professionals shall have until 5:00 p.m. prevailing Eastern Time on the second business day after receipt of the notice of the Proposed Payment to review the Proposed Payment (the "Payment Review Period") and notify the

Debtors in writing, which may be by electronic mail, of any issues (the "Issues") with respect to the Proposed Payment;

iii. if the Committee does not notify the Debtors of any Issues by the expiration of the Payment Review Period, or if the Committee consents to the Proposed Payment before expiration of the Payment Review Period, the Debtors shall be permitted to make the Proposed Payment, subject to the terms of this Final Order;

iv. if the Committee timely notifies the Debtors of any Issue with respect to the Proposed Payment (thereafter, a "Questioned Payment") prior to the expiration of the Payment Review Period, then the Debtors shall not make the Proposed Payment, and the Debtors and the Committee shall attempt to resolve the Issues surrounding such Questioned Payment consensually. If no consensual resolution is reached by the date that is two (2) business days following delivery of notice of an Issue (the "Resolution Date"), the Committee may file a formal objection on the docket (under seal or in redacted form) and any such objection shall be resolved by the Court at a hearing to be scheduled at the Court's earliest convenience; provided, however, that nothing herein shall be interpreted as shifting the burden of proof with respect to establishing support for the approval of any such Proposed Payment. If the Committee fails to object within two (2) business days of the Resolution Date, the Debtors shall be authorized to make the Proposed Payment without further Court Order

3. As a condition to receiving payment under this Final Order, a Critical Vendor shall (a) agree to continue or recommence supplying services to the Debtors consistent with the Customary Trade Terms and (b) agree that they shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which they provide 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).

4. 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 Holders and the counsel to the Committee. 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 following the entry of this Final Order shall be provided with a copy of this Final Order. The Debtors are authorized to negotiate, modify, or amend the form of the Trade Agreement, and with the consent of the Senior Secured Holders and counsel to the Committee, 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.

5. 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.

6. If a Critical Vendor accepts payment hereunder for a prepetition obligation of the Debtors, and the party thereafter fails to comply 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; (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.

7. 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 Final Order and (b) 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.

8. 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.

9. 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.

10. 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 Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

11. Nothing in the Motion or this Final Order, nor the Debtors' implementation of the relief granted in this Final 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.

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

13. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, and subject to the administrative status afforded pursuant to this Final Order, nothing in this Final 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.

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

15. 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 this Motion and 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.

16. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Final Order, including the following information: (a) the names of the payee; (b) the nature, date, and amount of the payment; (c) the category or type of payment, as further described and classified in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee, counsel to certain Senior Secured Noteholders, counsel to the Committee and any statutory committee appointed in these chapter 11 cases weekly beginning upon entry of this Final Order and ending upon entry of an order confirming a plan or dismissing or converting these chapter 11 cases, with each report to be delivered on or before each Friday for the immediately preceding week.

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

18. 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.

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

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

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

Signed: May 07, 2026

Christopher Lopez
United States Bankruptcy Judge