Docket #0246 Date Filed: 05/09/2026
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

United States Bankruptcy Court
Southern District of Texas

In re:
Ascend Elements, Inc.
Official Committee of Unsecured Creditor
Debtors

Case No. 26-90440-cml
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4 User: ADIuser
Date Rcvd: May 07, 2026 Form ID: pdf002 Total Noticed: 6

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 09, 2026:

Recip ID		Recipient Name and Address
db	+	Ascend Elements, Inc., 133 Flanders Road, Westborough, MA 01581-1031
cr	+	AMCON Industrial, Zach McKay, Jackson Walker LLP, 1401 McKinney Street, Suite 1900 Houston, TX 77010-1900
cr	+	United Electric Company, Inc., Michael S Held, Jackson Walker LLP, 2323 Ross Avenue, Suite 600 Dallas, TX 75201-2725
op		Verita Global dba Kurtzman Carson Consultants, LLC, 222 N PCH, Suite 300, El Segundo, CA 90245, US

TOTAL: 4

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID		Notice Type: Email Address	Date/Time	Recipient Name and Address
cr		Email/Text: dougjd@foundationsteel.net	May 07 2026 20:34:00	Foundation Steel, LLC, 12525 Airport Hwy, P.O. Box 210, Swanton, OH 43558, UNITED STATE OF AMERICA
op	+	Email/Text: kccnoticing@kccllc.com	May 07 2026 20:34:00	Kurtzman Carson Consultants, LLC d/b/a Verita Glob, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245-5614

TOTAL: 2

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
intp		A123 Systems LLC
intp		Certain CLN Holders
intp		City of Hopkinsville, Kentucky
cr		F.E. Moran, Inc. Fire Protection
cr		Fifth Wall Accelerate (Late Stage), L.P.
cr		Fifth Wall Early Stage Climate Technology Fund, L.
cr		Fifth Wall Ventures SPV XXXIX, L.P.
cr		Hopkinsville Industrial Foundation, Inc.
cr		Miner, Ltd., d/b/a Great Lakes Dock & Door
crcm		Official Committee of Unsecured Creditors of Ascen
cr		Planters Bank, Inc.
intp		RMF Nooter, LLC
cr		SKS Private Equity Co., Ltd.
intp		Senior CLN Investors
cr		Steel Fab, Inc.
cr		Turner-Kokosing Joint Venture
cr		URT Umwelt- und Recyclingtechnik GmbH
intp		United States of America

TOTAL: 18 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 09, 2026 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 7, 2026 at the address(es) listed below:

Name	Email Address
Charles R Gibbs	on behalf of Creditor Committee Official Committee of Unsecured Creditors of Ascend Elements Inc., et al. Crgibbs@mcdermottlaw.com, dnorthrop@mwe.com;jbishopjones@mwe.com;jacqueline-bishop-jones-0301@ecf.pacerpro.com
Courtney E. Giles	on behalf of Creditor SKS Private Equity Co. Ltd. courtney.giles@bakermckenzie.com, jessica.harris@bakermckenzie.com
Daniel J McGuire	on behalf of Creditor Turner-Kokosing Joint Venture dmcguire@winston.com
Douglas Andrew Dymarkowski	on behalf of Creditor Foundation Steel LLC dougjd@foundationsteel.net
Evan Gershbein	on behalf of Other Prof. Verita Global dba Kurtzman Carson Consultants LLC ECFpleadings@kccllc.com, ECFpleadings@kccllc.com
Evan Gershbein	on behalf of Other Prof. Kurtzman Carson Consultants LLC d/b/a Verita Global ECFpleadings@kccllc.com, ECFpleadings@kccllc.com
Ha Minh Nguyen	on behalf of U.S. Trustee US Trustee ha.nguyen@usdoj.gov
James T. Bentley	on behalf of Creditor Turner-Kokosing Joint Venture jbentley@winston.com
Jason S Brookner	on behalf of Creditor Fifth Wall Early Stage Climate Technology Fund L.P. jbrookner@grayreed.com, lwebb@grayreed.com
Jason S Brookner	on behalf of Creditor Fifth Wall Ventures SPV XXXIX L.P. jbrookner@grayreed.com, lwebb@grayreed.com
Jason S Brookner	on behalf of Creditor Fifth Wall Accelerate (Late Stage) L.P. jbrookner@grayreed.com, lwebb@grayreed.com
Jeffrey D Cawdrey	on behalf of Creditor Steel Fab Inc. jcawdrey@gordonrees.com, asoto@grsm.com
John Laurens Wilkes	on behalf of Debtor Ascend Elements Inc. laurens.wilkes@cliffordchance.com, ecf_houston@winston.com;laurens-wilkes-7996@ecf.pacerpro.com
John Laurens Wilkes	on behalf of Creditor Turner-Kokosing Joint Venture laurens.wilkes@cliffordchance.com ecf_houston@winston.com;laurens-wilkes-7996@ecf.pacerpro.com
John Machir Stull	on behalf of Creditor United Electric Company Inc. mstull@jw.com, kgradney@jw.com;osalvatierra@jw.com;dtrevino@jw.com
Joshua John Brandau	on behalf of Creditor Miner Ltd., d/b/a Great Lakes Dock & Door jbrandau@btlaw.com
Kathryn Buza Davis	on behalf of Creditor F.E. Moran Inc. Fire Protection kdavis@hinshawlaw.com, sburns@hinshawlaw.com

Kelly Singer
on behalf of Interested Party City of Hopkinsville Kentucky kelly.singer@squirepb.com, sarah.conley@squirepb.com,kelly-e-singer-8448@ecf.pacerpro.com

Leah Victoria Lerman
on behalf of Interested Party United States of America leah.v.lerman@usdoj.gov

Maegan Quejada
on behalf of Creditor Hopkinsville Industrial Foundation Inc. mquejada@sidley.com, txefilingnotice@sidley.com;maegan-quejada-3302@ecf.pacerpro.com;efilingnotice@sidley.com

Maegan Quejada
on behalf of Creditor Planters Bank Inc. mquejada@sidley.com, txefilingnotice@sidley.com;maegan-quejada-3302@ecf.pacerpro.com;efilingnotice@sidley.com

Maria Barbara Mokrzycka
on behalf of Debtor Ascend Elements Inc. maria.mokrzycka@nortonrosefulbright.com

Mark H Ralston
on behalf of Creditor URT Umwelt- und Recyclingtechnik GmbH mralston@fishmanjackson.com sjames@fjrpllc.com;ralstonlaw@gmail.com;LAWeisbruch@fjrpllc.com

Megan M Adeyemo
on behalf of Creditor Steel Fab Inc. madeyemo@grsm.com, asoto@grsm.com

Michael Berthiaume
on behalf of Debtor Ascend Elements Inc. michael.berthiaume@nortonrosefulbright.com

Michael Fishel
on behalf of Interested Party A123 Systems LLC michael@FishelLawGroup.com michael-fishel-2874@ecf.pacerpro.com

Michael J Wray
on behalf of Interested Party City of Hopkinsville Kentucky michael.wray@squirepb.com, michael-wray-4003@ecf.pacerpro.com

Michael Scott Held
on behalf of Creditor United Electric Company Inc. mheld@jw.com, kgradney@jw.com;osalvatierra@jw.com

Michelle G Novick
on behalf of Creditor F.E. Moran Inc. Fire Protection michelle.novick@saul.com

Ryan E Manns
on behalf of Debtor Ascend Elements US LLC ryan.manns@nortonrosefulbright.com

Ryan E Manns
on behalf of Debtor Ascend Elements Inc. ryan.manns@nortonrosefulbright.com

Stephanie Nicole Morrison
on behalf of Interested Party Senior CLN Investors stephanie.morrison@weil.com rene.olvera@weil.com;christopher.jalomo@weil.com;rene-olvera-0535@ecf.pacerpro.com

Stephanie Nicole Morrison
on behalf of Interested Party Certain CLN Holders stephanie.morrison@weil.com rene.olvera@weil.com;christopher.jalomo@weil.com;rene-olvera-0535@ecf.pacerpro.com

T. Josh Judd
on behalf of Interested Party RMF Nooter LLC jjudd@andrewsmyers.com, sray@andrewsmyers.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

Will Tex Farmer
on behalf of Creditor United Electric Company Inc. wfarmer@jw.com, dtrevino@jw.com;kgradney@jw.com;osalvatierra@jw.com

Zachary S McKay
on behalf of Creditor AMCON Industrial zmckay@jw.com kgradney@jw.com;dtrevino@jw.com;jpupo@jw.com

TOTAL: 37