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)

CERTIFICATE OF NO OBJECTION REGARDING DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO REJECT THE INITIAL LEASE AND CERTAIN EXECUTORY CONTRACTS, (II) AUTHORIZING THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, (III) APPROVING AND ESTABLISHING PROCEDURES TO REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF

[Relates to Dkt. No. 8]

Pursuant to the *Procedures for Complex Cases in the Southern District of Texas* (the "Complex Case Procedures"), the undersigned counsel for the above-captioned debtors (the "Debtors") certifies as follows:

1. On April 9, 2026, the Debtors filed their *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Reject the Initial Lease and Certain Executory Contracts, (II) Authorizing the Abandonment of Certain Personal Property, if any, (III) Approving and Establishing Procedures to Reject Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Dkt. No. 8] (the "Motion").

[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. Pursuant to paragraph 44 of the Complex Case Procedures, the undersigned represents to the Court that the Debtors are unaware of any objections to the Motion, and that counsel has reviewed the docket and no objection or response appears thereon.

3. Attached hereto as **Exhibit A** is a copy of the proposed order (the "Proposed Order") as attached to the Motion.

4. The Debtors request that the Court grant the Motion and enter the Proposed Order.

Dated: May 21, 2026

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

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Proposed Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on May 21, 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' claims agent.

/s/ Ryan Manns
Ryan Manns

Exhibit A

Proposed Order

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

Rejected Contracts and Leases

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

Exhibit 2

Form of Rejection Notice

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

Dated: April 9, 2026

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

By: */s/ Draft*

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Proposed Counsel to the Debtors and Debtors in Possession

Schedule 1

Schedule of Rejected Contracts and Leases

Schedule 2

Order (without exhibits)