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)

PLANTERS BANK AND THE HOPKINSVILLE INDUSTRIAL FOUNDATION'S WITNESS AND EXHIBIT LIST FOR HOPKINSVILLE SALE HEARING

Planters Bank, Inc. ("Planters") and the Hopkinsville Industrial Foundation, Inc. ("HIF") hereby submit this witness and exhibit list in connection with the matter scheduled for hearing before the Honorable Chris M. Lopez on **June 1, 2026, at 2:00 p.m. (prevailing Central Time)** (the "Hearing").

A. Witnesses

1. Any witness called or designated by any other party

2. Rebuttal witnesses as necessary

B. Exhibits

Ex. No.	Description	Judicial Notice	Marked	Offered	Objected	Admitted	Date	Disp. After
HIF-1	Hopkinsville Industrial Foundation, Inc. Commercial Real Estate Mortgage and Assignment of Leases, dated November 16, 2022							
HIF-2	AIA Document A141-2014 Standard Form of Agreement between Owner							

[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.

Ex. No.	Description	Judicial Notice	Marked	Offered	Objected	Admitted	Date	Disp. After
	and Design-Builder; First Amendment to Design Build Agreement [Dkt. No. 79-1]							
HIF-3	TKJV Statement of Mechanics' and Materialmen's Lien [Dkt. No. 79-2]							
	All exhibits necessary for rebuttal, impeachment, or refreshing the recollection of witnesses							
	Any other document entered or filed in the above-styled bankruptcy cases, including any exhibits thereto							
	Any and all documents identified or offered by any other party							

RESERVATION OF RIGHTS

HIF and Planters reserve the right to call or to introduce one or more, or none, of the witnesses and exhibits listed above, and further reserves the right to supplement this list prior to the Hearing.

[*Remainder of page intentionally left blank.*]

Dated: May 28, 2026

/s/ Maegan Quejada

SIDLEY AUSTIN LLP
Duston K. McFaul (TX Bar No. 24003309)
Maegan Quejada (TX Bar No. 24105999)
1000 Louisiana Street, Suite 5900
Houston, Texas 77002
Telephone: (713) 495-4500
Facsimile: (713) 495-7799
Email: dmcfaul@sidley.com
mquejada@sidley.com
Counsel to Planters and HIF

Certificate of Service

I certify that on May 28, 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.

/s/ Maegan Quejada
Maegan Quejada

Exhibit HIF-1

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Recorded: 11/18/2022 04:14:15 PM

HOPKINSVILLE INDUSTRIAL FOUNDATION, INC.
COMMERCIAL REAL ESTATE
MORTGAGE AND ASSIGNMENT OF LEASES
(Christian County, Kentucky)

THIS INDENTURE WITNESSETH, That effective as of this 16th day of November, 2022, **ASCEND ELEMENTS, INC., a Delaware corporation**, with an address of 133 Flanders Road, Westborough, MA 01581 (hereinafter referred to as "MORTGAGOR"), MORTGAGOR hereby **MORTGAGES AND WARRANTS** unto **HOPKINSVILLE INDUSTRIAL FOUNDATION, INC.**, with a place of business at 2800 Fort Campbell Blvd., Hopkinsville, Kentucky 42240, (hereinafter referred to as "LENDER"), the real estate (hereinafter referred to as "MORTGAGED PREMISES") located in Christian County, State of Kentucky, to-wit:

See Exhibit A

Christian County Kentucky
Michael A. Kem, Clerk By: K COLEMAN
BK **1763** PG **419 - 431 (13)**

together with all and singular, the buildings and improvements, streets, lanes, alleys, easements, passages, walkways, water, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever belonging to the aforesaid premises, or in any wise pertaining thereto, and the issues, profits, reversions and remainders thereof; and together with all fixtures appurtenant thereto, owned by MORTGAGOR.

TO HAVE AND TO HOLD THE MORTGAGED PREMISES, and all appurtenances thereof unto the Lender, IN FEE SIMPLE, forever.

MORTGAGOR covenants that MORTGAGOR is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the MORTGAGED PREMISES and that the MORTGAGED PREMISES are unencumbered, except for encumbrances of record. MORTGAGOR warrants and will defend generally the title to the MORTGAGED PREMISES against all claims and demands subject to any encumbrances of record.

This Mortgage is given to secure the performance of the provisions hereof and the payment of the indebtedness of ASCEND ELEMENTS, INC. ("BORROWER"), to LENDER as evidenced by the following:

> Commercial Term Promissory Note of even date herewith executed by BORROWER in favor of LENDER in the original principal amount of **Two Million Eight Hundred Fifty-Six Thousand Dollars and No Cents ($2,856,000.00)** with a Maturity Date of May 1, 2026 ("Note") together with all replacements, modifications, substitutions, amendments, extensions and/or renewals of any or all of the foregoing from time to time granted by LENDER (hereinafter referred to as the "INDEBTEDNESS"), all without relief from valuation or appraisement laws, and with attorney's fees as provided therein. The term "INDEBTEDNESS" shall include all other liabilities of any BORROWER to LENDER described below and all other

Delivered to Coldwell Banker

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liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due of any BORROWER to LENDER.

In addition to the Note, this instrument secures all future grants made by LENDER to any BORROWER whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this instrument secures, in addition to the amount specified in the Note, all future obligations and advances which LENDER may make to BORROWER, together with all interest thereon, whether such future obligations and advances arise out of the Note, this instrument, or otherwise; however, in no event shall future advances (excluding interest) exceed the aggregate amount of Two Million Eight Hundred Fifty-Six Thousand Dollars and No Cents ($2,856,000.00).

As further security for the payment of the INDEBTEDNESS and performance of the obligations, covenants, and agreements secured hereby, MORTGAGOR hereby assigns to LENDER, its successors and assigns, all leases of real property already in existence and to be created in the future, together with all rents to become due under such existing or future leases and any extensions thereof. Upon the event of default as hereinafter provided, MORTGAGOR hereby confers upon LENDER the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for MORTGAGOR, with power to take possession of, and collect all rents, issues or profits arising from the MORTGAGED PREMISES and apply such rents, issues and profits at the option of LENDER, to the payment of the mortgage debt, interest, insurance, taxes, cost of maintenance and operations, repairs, and other expenses similar to the foregoing, in order of priority as LENDER may in its sole discretion determine, and to turn any balance remaining over to BORROWER; but such collection of rents, issues, and profits shall not operate as an affirmance of any tenant or lease in the event the title to the property should be acquired by LENDER or by any other purchaser at a foreclosure sale. LENDER shall be liable to account only for such rents, issues, and profits actually received by it. Nothing herein contained shall in any manner obligate or bind LENDER to perform any of the obligations of MORTGAGOR under any lease or contract except to the extent that LENDER shall elect to do so.

The MORTGAGOR covenants and agrees with the LENDER that:

1. **Payment of Indebtedness.** MORTGAGOR shall pay, when due, all INDEBTEDNESS secured hereby, on the dates and in the amounts, respectively, as provided in the INDEBTEDNESS and in this Mortgage, or in other instruments evidencing the INDEBTEDNESS secured hereby, with reasonable attorney's fees, and without relief from valuation and appraisement laws. Privilege is hereby reserved by MORTGAGOR to pay the INDEBTEDNESS in whole or in any amount at any time prior to maturity without penalty, unless a contrary provision is contained in an instrument evidencing the INDEBTEDNESS.

2. **Payment of Taxes and Assessments.** MORTGAGOR shall pay, when due, all taxes, assessments, water and sewer charges, and other charges of every type or nature assessed or which may be assessed against the MORTGAGED PREMISES or

any part thereof, or upon the interest of LENDER in said MORTGAGED PREMISES, or upon any personal property located thereon, without any deduction, defalcation, or abatement, and will pay, when due, any other taxes (including corporate taxes), assessments or other charges, claims or encumbrances that might become a lien prior to the lien of this indenture, or encumbrances that might have priority in distribution over the proceeds of a judicial sale of the MORTGAGED PREMISES.

3. **Payment of Third-Party Claims.** The MORTGAGOR shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and others, which, if unpaid, might result in, or permit the creation of, a lien on the MORTGAGED PREMISES or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom, and, in general, will do or cause to be done everything necessary so that the lien hereof shall be fully preserved at the cost of the MORTGAGOR, without expense to the LENDER.

4. **Maintenance and Repair of Mortgaged Premises.** The MORTGAGOR shall keep the MORTGAGED PREMISES in good repair and will not commit or permit waste thereon, and shall neither diminish nor impair the value of the MORTGAGED PREMISES nor the lien of this Mortgage. MORTGAGOR shall not do or permit anything to be done, in, upon, or about the MORTGAGED PREMISES or any part thereof, that may in any way impair the value thereof, or weaken, diminish, or impair the security of this Mortgage.

5. **Hazard Insurance of Mortgaged Premises.** MORTGAGOR shall keep the MORTGAGED PREMISES constantly insured against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicle, and such other hazards, casualties and contingencies typically insured by commercial property insurance policies. MORTGAGOR shall promptly pay when due any premiums on any policy or policies of insurance which MORTGAGOR is required to carry hereunder. In the event of any loss, MORTGAGOR shall give immediate notice by mail to LENDER.

6. **Lender's Option to Pay Expenses.** If MORTGAGOR shall fail to pay any claim, lien, or encumbrance which shall be prior to this indenture, or to pay when due any tax or assessment, or any insurance premium, or to keep the premises in repair as aforesaid, or to commit or permit waste, or if there be commenced any action or proceeding affecting the MORTGAGED PREMISES or title thereto, then LENDER may, at its option, but will not be obligated to, pay such claim, lien, encumbrance, tax, assessment, or insurance premium, with right of subrogation thereunder, and may procure such abstracts or other evidence of title as it deems necessary, and make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding or retain counsel therein, and take such action therein as LENDER deems advisable, and for any of such purposes LENDER may advance such sums of money as it deems necessary. LENDER shall be the sole judge of the legality, validity and priority of such claim, lien, encumbrance, tax, assessment and premium, and the amount necessary to be paid in satisfaction thereof. MORTGAGOR shall continue to pay LENDER, immediately and without demand, all

sums of money advanced by LENDER pursuant to this paragraph, together with interest on each such advance at the highest rate then in effect under the INDEBTEDNESS, and all such sums and interest thereon shall be secured hereby.

7. **Lender's Right of Inspection.** MORTGAGOR shall permit LENDER, or the agent or agents of LENDER, at all reasonable times, and after reasonable prior notice to MORTGAGOR, to make investigation or examination concerning the performance by MORTGAGOR of its obligation under this Mortgage and to have access to any and all the buildings and improvements forming part of the MORTGAGED PREMISES for the purpose of inspecting and protecting the same; provided, however, that such inspection shall in no way materially interfere with the use and occupancy of the MORTGAGED PREMISES.

8. **Representations and Warranties.** MORTGAGOR hereby represents and warrants to Lender as follows:

Litigation. To the actual knowledge of MORTGAGOR, there are no suits or proceedings pending or threatened against or affecting MORTGAGOR, and no proceedings before any governmental body are pending or threatened against MORTGAGOR either of which would have a material adverse effect on its ability to satisfy the Note.

Laws. MORTGAGOR is in material compliance with all laws, regulations, rulings, orders, injunctions, decrees, conditions or other requirements applicable to or imposed upon MORTGAGOR by any law or by any governmental authority, court or agency.

Authority. MORTGAGOR has all requisite power and authority to execute and deliver, and to perform all of its obligations under the Note and this Mortgage. The execution and delivery by the MORTGAGOR of, and the performance by the MORTGAGOR of its obligations under the Note and Mortgage have been duly authorized and do not and will not require any consents not already obtained or constitute a breach under any agreement to which MORTGAGOR is party. The Note and Mortgage, when executed and delivered, will constitute the legal, valid, and binding obligation of the MORTGAGOR, enforceable against the MORTGAGOR in accordance with its terms

9. **Condemnation**. In the event the MORTGAGED PREMISES, or any part thereof, is taken under the power of eminent domain or by condemnation, the LENDER, its successors and assigns, shall be entitled to the proceeds of the award, up to the balance of the INDEBTEDNESS, irrespective of any default or lack of default of the MORTGAGOR, which proceeds are hereby assigned to LENDER, its successors and assigns.

10. **Notice of Claim or Change of Ownership**. MORTGAGOR covenants that it will give immediate written notice to LENDER of any legal claim against the MORTGAGED PREMISES, or of any transfer or change of ownership to the MORTGAGED PREMISES.

11. **Payment of Litigation Costs**. MORTGAGOR shall pay all reasonable attorney fees, paralegal fees, investigation costs, witness fees, appraisal fees, and all other reasonable costs and expenses incurred or paid by LENDER in any suit in which LENDER may be plaintiff or defendant by reason of being a party to this Mortgage, including a suit to foreclose this Mortgage or in any bankruptcy or receivership proceeding involving MORTGAGOR, and any and all such fees, costs and expenses so paid or incurred shall be immediately due and payable in addition to any payment on the INDEBTEDNESS that may be due, shall be a part of the INDEBTEDNESS secured by this Mortgage and shall bear interest at the highest rate then in effect under the INDEBTEDNESS until paid. In any suit or proceeding to foreclose this Mortgage, or to enforce or protect the LENDER'S rights hereunder, LENDER, in addition to any other remedy and regardless of the value of the MORTGAGED PREMISES or the solvency or insolvency of the MORTGAGOR, shall be entitled to the appointment of a receiver to take possession of and protect the MORTGAGED PREMISES and to collect the rents and income and apply the same as provided by law. MORTGAGOR hereby grants a security interest to LENDER in any abstract of title or any other title evidence prepared in connection with the MORTGAGED PREMISES. In case of a foreclosure of this Mortgage, the abstracts of title or other title evidence shall be the absolute property of the LENDER.

12. **Lender's Right to Release**. LENDER may release any party to the INDEBTEDNESS or any other collateral for such INDEBTEDNESS without releasing MORTGAGOR of its obligations hereunder or the lien created by this Mortgage. Further, if an event of default exists hereunder, LENDER may liquidate the collateral for the INDEBTEDNESS in any order and at any time as LENDER may determine in its own best interest without affecting the obligations of the MORTGAGOR or the lien created by this Mortgage. If an event of default exists hereunder, then MORTGAGOR shall be deemed to have waived diligence in collecting the INDEBTEDNESS and in liquidating any collateral therefor, including the MORTGAGED PREMISES.

13. **Non-Waiver**. Failure to accelerate the maturity of the INDEBTEDNESS upon the occurrence of an event of default hereunder or acceptance of any sum or performance of any obligation after the same is due or acceptance of any sum less than the amount then due or failure to demand strict performance by MORTGAGOR of the provisions of the Note, this MORTGAGE or any other loan document or any forbearance by LENDER in exercising any right or remedy provided in this MORTGAGE or in any other loan document or which LENDER may have at law or in equity shall not constitute a waiver by LENDER of any provision of the Note, this MORTGAGE or any other loan document nor nullify the effect of any previous exercise of any such option to accelerate or other right or remedy. No exercise of any right or remedy by LENDER hereunder shall constitute a waiver of any other right or remedy contained herein or in any other loan document or provided at law or in equity.

No delay or omission of LENDER in the exercise of any right, power or remedy accruing hereunder or otherwise arising shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

Receipt of rents, awards and any other moneys or evidences thereof pursuant to the provisions of this MORTGAGE and any application of the same to the expenses of managing and operating the MORTGAGED PREMISES or to the indebtedness secured hereby by LENDER shall not constitute a waiver of the right of foreclosure by LENDER upon the occurrence of an Event of Default hereunder.

14. **Events of Default**. The occurrence of any one or more of the following, whatever the reason therefor, shall constitute an Event of Default hereunder:

(a) MORTGAGOR shall fail to perform or observe, in any material respect, any term, covenant or agreement contained in the Note or this Mortgage, after 10 days' notice of such failure from MORTGAGEE; or

(b) The filing by MORTGAGOR of a voluntary petition in bankruptcy pursuant to any federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors (hereafter referred to collectively as "Bankruptcy Law") or the issuing of an order for relief against the MORTGAGOR under any such Bankruptcy Law, or the filing by the MORTGAGOR of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future Bankruptcy Law; or

(c) MORTGAGOR seeking or consenting to or acquiescing in the appointment of any trustee, custodian, receiver, or liquidator of the MORTGAGOR or of all or any substantial part of the real estate that is the subject of the Mortgage or of any or all of the income, rents, revenues, issues, earnings, profits or income thereof; or the making by the MORTGAGOR of any general assignment for the benefit of creditors, or the admission in writing by the MORTGAGOR of its inability to pay its debts generally as they become due, or the commission by the MORTGAGOR of any act providing grounds for the entry of an order for relief under any Bankruptcy Law; or

(d) Failure to cause the dismissal of any involuntary petition under Bankruptcy Law brought against MORTGAGOR within ninety (90) calendar days after the same is filed but in any event prior to the entry of an order, judgment, or decree approving such petition; or

(e) MORTGAGOR is liquidated or dissolved;

then and in every such case:

During the continuation of any such event of default, the LENDER, with or without notice to MORTGAGOR, may declare the entire principal of the INDEBTEDNESS then outstanding and all accrued and unpaid interest thereon, and other charges outstanding under this Mortgage, to be due and payable immediately,

and upon any such declaration the principal of the INDEBTEDNESS and such accrued and unpaid interest and other charges shall become immediately due and payable, anything in the INDEBTEDNESS or in this Mortgage to the contrary notwithstanding. LENDER may then exercise its rights under this Mortgage to foreclose its interest in the MORTGAGED PREMISES.

Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed, may appoint a receiver or may appoint LENDER as mortgagee in possession, without regard to insolvency of the MORTGAGOR, the value of the mortgaged premises or its occupancy of the homestead. Such receiver or mortgagee in possession shall have the power to collect the rents, issues and profits of and from the mortgaged premises during the pendency of foreclosure, and any redemption periods, discharge prior liens, and take any other action as necessary or appropriate for the protection, provision, control, management and operation of the mortgaged premises.

15. **Marshaling of Assets, Waiver**. MORTGAGOR on its own behalf, and on behalf of its successors and assigns, hereby expressly waives all rights to require a marshaling of assets by LENDER or to require LENDER to first resort to the sale of any portion of the MORTGAGED PREMISES which might have been retained by MORTGAGOR before foreclosing upon and selling any other portion as may be conveyed by MORTGAGOR subject to this MORTGAGE. The holder of any junior lien or security interest on the MORTGAGED PREMISES or any part thereof, by acceptance of such lien or security interest, shall by deemed to have waived any rights such holder may have to require a marshaling of assets by LENDER or to require LENDER to first resort to the sale of any portion of the MORTGAGED PREMISES which might have been retained by MORTGAGOR before foreclosing upon and selling any other portion as may be conveyed by MORTGAGOR subject to this MORTGAGE.

16. **Lender's Remedies Cumulative**. All remedies granted to LENDER herein shall be cumulative and LENDER shall have the sole option to release, waive, substitute or pursue any other collateral for the INDEBTEDNESS either prior to, contemporaneously with, or subsequent to the exercise of its rights under this Mortgage, without affecting the lien created hereby.

17. **Payment of Release Fee**. MORTGAGOR agrees to pay the costs of the recording of a release of this Mortgage once the INDEBTEDNESS secured hereby has been discharged or otherwise terminated.

18. **Written Waiver of Lender's Rights**. LENDER may only waive its rights under this Mortgage in a writing signed by an officer of the LENDER.

19. **Indebtedness Due on Sale**. If all or any part of the MORTGAGED PREMISES or an interest therein is sold or transferred by MORTGAGOR without LENDER'S prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage except for liens of mechanics or materialmen; (b) the transfer by devise,

descent or operation of law upon the death of a joint-tenant; or (c) the grant of a leasehold interest of five (5) years or less not containing an option to purchase, LENDER may, at LENDER'S sole option, declare all sums secured by this Mortgage to be immediately due and payable.

20. **Covenants Run with Land**. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind, and inure to the benefit of the heirs, personal representatives, successors and assigns of the MORTGAGOR and the successors and assigns of the LENDER.

21. **Environmental Representations, Covenants and Warranties**. Except as may have been otherwise expressly disclosed by MORTGAGOR in writing to LENDER prior to the execution of this Mortgage, MORTGAGOR hereby represents, covenants and warrants to LENDER and its successors and assigns, as follows:

(a) MORTGAGOR shall not cause any violation of any Applicable Environmental Laws (defined below), nor permit any tenant of any portion of the MORTGAGED PREMISES to cause such a violation, nor permit any environmental liens to be placed on any portion of the MORTGAGED PREMISES. The term "Applicable Laws" used herein shall mean any applicable law, statute, ordinance, rule, regulation, policy, order or determination of any federal, state, local or other governmental authority ("Governmental Authority") or any board of fire underwriters (or other body exercising similar functions), affecting any portion of the MORTGAGED PREMISES, including, without limitation, flood disaster laws and health and environmental laws, rules and regulations. In addition, the term "Applicable Environmental Laws" used herein shall mean any Applicable Laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation and Recovery Act of 1987, as amended ("RCRA"), the Clean Water Act, the Toxic Substances Control Act, and the Applicable Environmental Laws of the Commonwealth of Kentucky.

(b) The use which MORTGAGOR makes and intends to make of the MORTGAGED PREMISES will not result in the disposal or release of any hazardous substance, solid waste or hazard on, in or to the MORTGAGED PREMISES in violation of Applicable Laws. The terms "hazardous substance" and "release" shall each have the meanings specified in CERCLA, and the terms "solid waste", "disposal" and "disposed" shall each have the meanings specified in RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, to the extent the laws of any state having jurisdiction over any business operation of the MORTGAGOR establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" or

"disposed" broader than that specified in either CERCLA or RCRA, such broader definition shall apply.

22. **Covenant to Clean Up and Notify**. MORTGAGOR shall complete all actions necessary to clean up and remove hazardous substances or solid wastes on, in, from or affecting any portion of the MORTGAGED PREMISES caused by MORTGAGOR and required to be cleaned-up or removed by Applicable Law (1) in accordance with all Applicable Laws and (2) in accordance with the orders and directives of all Governmental Authorities. MORTGAGOR shall give prompt notice to LENDER upon MORTGAGOR'S receipt of any notice from any Governmental Authority of a violation of any Applicable Laws and/or acquiring actual knowledge of the receipt of any such notice by any tenant of any portion of the MORTGAGED PREMISES.

23. **Indemnity and Holding Lender Harmless**. MORTGAGOR hereby agrees to defend, indemnify and hold harmless LENDER, its assigns, employees, agents, attorneys, shareholders, officers and directors (collectively, the "Indemnified Parties"), from and against any claims, demands, obligations, penalties, fines, suits, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney, paralegal, appraisal and consultant fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, deposition charges and other litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release, threatened release, removal or production of any hazardous substances, or solid wastes which are on, in, from or affecting any portion of the MORTGAGED PREMISES created by MORTGAGOR or its agents after the date of this Mortgage; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous substances, or solid wastes created by MORTGAGOR or its agents after the date of this Mortgage; (iii) any lawsuit brought or threatened, settlement reached, or order by Governmental Authority relating to such hazardous substances, or solid wastes created by MORTGAGOR or its agents after the date of this Mortgage; and/or (iv) any violation of any Applicable Laws, or demands of Governmental Authorities, which are based upon or related to such hazardous substances, or solid wastes created by MORTGAGOR or its agents after the date of this Mortgage.

24. **[Reserved]**

25. **[Intentionally Omitted.]**

26. **Reliance and Binding Nature**. MORTGAGOR acknowledges that LENDER has and will rely upon the representations, covenants, warranties and agreements herein set forth in closing and funding the INDEBTEDNESS and that said representations, covenants, warranties and agreements are essential conditions but for which LENDER would not fund the INDEBTEDNESS. The representations, covenants, warranties and agreements herein contained shall be binding upon MORTGAGOR, its successors, assigns and legal representatives and shall inure to the benefit of the LENDER, its

successors, assigns and legal representatives. The violation of any covenant, warranty or agreement contained herein shall be deemed an event of default under the terms of this Mortgage and under the terms of the INDEBTEDNESS secured hereby and shall give LENDER the right to proceed with all of its available remedies without notice or demand.

27. **Authority to Execute Mortgage**. The undersigned individual hereby personally covenants that he/she is fully authorized to execute the within Mortgage in the capacity as indicated below.

28. **Future Advances; Revolving Credit**. With reference to K.R.S. 382.520, it is acknowledged and agreed that this Mortgage secures not only the initial advances under the Note or Notes evidencing part of the INDEBTEDNESS but also future advances and all other additional indebtedness, whether direct, indirect, future, contingent or otherwise, connected with or arising out of the Loan Documents, to the extent of not more than $2,900,000.00. It shall be a default under this Mortgage if MORTGAGOR requests a release, in the manner provided by K.R.S 382.520, of any portion of the lien securing any of the additional indebtedness secured by this Mortgage prior to the date all of the INDEBTEDNESS has been paid and the Loan Documents have been terminated, and MORTGAGOR hereby waives any and all right to request such a release to the maximum extent permitted by law. For the purposes of this Mortgage, Loan Documents shall mean the Note and any and all documents securing the Note.

To the extent that the indebtedness evidenced by the Note or Notes evidencing part of the INDEBTEDNESS or any of the other INDEBTEDNESS is deemed to be a "revolving credit plan" pursuant to K.R.S. 382.385, MORTGAGOR and LENDER intend that this Mortgage secure the revolving credit plan, and the maximum credit limit of the revolving credit plan which may be outstanding at any time or times under the plan and which is to be secured by this Mortgage is $2,900,000.00. It shall be a default under this Mortgage if MORTGAGOR requests a release, in the manner provided by K.R.S. 382.385, of any portion of the lien securing the revolving credit plan prior to the date that all of the INDEBTEDNESS has been paid and the Loan Documents have been terminated, and MORTGAGOR hereby waives any and all right to request such a release to the maximum extent permitted by law.

29. **JURY WAIVER. THE LENDER AND THE MORTGAGOR HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE OR THE INDEBTEDNESS SECURED BY THIS MORTGAGE. NO OFFICER OF THE LENDER HAS AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.**

IN TESTIMONY WHEREOF, the above named MORTGAGOR has caused the execution of this instrument as of the day and year first set forth above.

IN TESTIMONY WHEREOF, the above named MORTGAGOR has caused the execution of this instrument as of the day and year first set forth above.

"MORTGAGOR"

ASCEND ELEMENTS, INC.

By: _____
Andrew Aberdale
Chief Financial Officer

STATE OF Massachusetts)
) SS:
COUNTY OF Worcester)

Before me, the undersigned Notary Public in and for said County and State, came **ASCEND ELEMENTS, INC.**, by **Andrew Aberdale** its **Chief Financial Officer**, who, in such capacity, acknowledged the execution of the foregoing document for and on behalf of said company.

WITNESS my hand and notarial seal this 15 day of November, 2022.

My county of residence is Middlesex County, State of Massachusetts, and My commission expires: Sept 7, 2029

_____
NOTARY PUBLIC

Courtney Ann Frank
PRINTED NAME

Notary Commission No. _____

COURTNEY ANN FRANK
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
September 07, 2029

THIS INSTRUMENT PREPARED BY:

LAURA A. SCOTT OF THE LAW FIRM OF
FARMER SCOTT OZETE ROBINSON
& SCHMITT LLP
POST OFFICE BOX 3565
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EXHIBIT A
Legal Description

Lot 2 of the Division Plat of Hopkinsville Industrial Foundation, Inc. Property, recorded in Plat Cabinet 12, Slide 519 in the Christian County, Kentucky Clerk's Records.

Being a portion of the property acquired by Grantor pursuant to (a) that Deed, dated November 16, 2002 and recorded at Deed Book 777 Page 420 in the Christian County, Kentucky Clerk's Office and (b) that Deed, dated January 24, 2022, recorded at Deed Book 786, Page 334 in the Christian County, Kentucky Clerk's Office.