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 OBJECTION TO HOPKINSVILLE SALE

Planters Bank, Inc. ("Planters") and the Hopkinsville Industrial Foundation, Inc. ("HIF" and, together with Planters, the "Foundation Parties"), as secured creditors and parties-in-interest in the above-captioned chapter 11 cases (these "Chapter 11 Cases") commenced on April 9, 2026 (the "Petition Date"), hereby submit this objection (this "Objection") regarding the proposed sale of the Debtors' assets in Hopkinsville, Kentucky (the "Sale") to Turner-Kokosing Joint Venture ("TKJV"). In support of this Objection, the Foundation Parties respectfully state as follows:

Preliminary Statement

1. The Sale to TKJV cannot be approved because TKJV does not intend to pay in full the Foundation Parties' claim that is secured by a mortgage senior to TKJV's lien under Kentucky law. Instead, TKJV is asking the Foundation Parties to consent to assumption of the Note and Mortgage by TKJV, then wait an indeterminate amount of time for satisfaction of the already matured Note by a yet unknown third party. The Foundation Parties cannot consent to such uncertain treatment.

[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) (together, the "Debtors"). The location of the Debtors' service address is: 133 Flanders Road, Westborough, MA 01581.

Background

2. HIF is a real estate organization whose mission is to attract industry to Hopkinsville, Kentucky, through the development of real estate. Planters Bank is an independent community development financial institution that dedicates its resources to the betterment of its customers, shareholders, employees, and the markets it serves.

3. HIF is the mortgagee under that certain Commercial Real Estate Mortgage and Assignment of Leases by and between Ascend Elements, Inc. and Hopkinsville Industrial Foundation, Inc., dated November 16, 2022, recorded on November 18, 2022 (the "Mortgage") (attached as Exhibit 1 hereto), and collaterally assigned on November 16, 2022 to Planters (such collateral assignment recorded on November 18, 2022), on collateral described in the Mortgage (the "Collateral"), securing Debtor Ascend Elements, Inc.'s obligations under that certain Commercial Term Promissory Note in the amount of $2,856,000 issued on November 16, 2022 in favor of Hopkinsville Industrial Foundation, Inc. (the "Note") (attached as Exhibit 2 hereto), which was also collaterally assigned to Planters Bank, Inc. on November 16, 2022. *See also* Declaration of Linh Austin in Support of Chapter 11 Petitions and Emergency First-Day Motions ¶ 43 [Dkt. No. 11] (the "First Day Declaration"); Global Notes and Statements of Limitations, Methodology, and Disclaimers Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs at 15 [Dkt. No. 357]; Ascend Elements Inc. Schedule D, Part 1, 2.21 [Dkt. No. 357]. The Note and $500,000 in cash were the purchase price paid by the Debtors to HIF for the Collateral. The Debtors made all payments that came due under the Note prior to the Petition Date. The Note matured on May 1, 2026. *See* Note at 1. The Foundation Parties' claim under the Note is currently approximately $480,000, including interest through May 8, 2026 and attorneys'

fees reimbursable under the Note through April 30, 2026.[1] The interest and fees under the Note continue to accrue.

4. In 2022, the Debtors were awarded a federal grant in the aggregate amount of $316 million to construct the facilities for the project in Kentucky (the "Apex-1 Project"). First Day Declaration ¶ 45. Also in 2022, the Debtors received a grant from the City of Hopkinsville in the aggregate amount of approximately $3.6 million. First Day Declaration ¶ 46; *Grant Agreement*, Exhibit B to Dkt. No. 104-1.

5. On November 26, 2022, the Debtors and TKJV entered into a contract for TKJV to serve as the design-builder for the Apex-1 Project. *Standard Form of Agreement Between Owner and Design-Builder* at CM/ECF page 42 of 51 [Dkt. No. 79-1] (the "TKJV Contract"); *First Amendment to Design Build Agreement* at 1 [Dkt. No. 79-1].

6. On January 17, 2025, TKJV filed a Statement of Mechanics' and Materialmen's Lien. [Dkt. No. 79-2].

7. The Debtors held an auction for its assets in Hopkinsville, Kentucky on May 26, 2026 and declared TKJV as the Successful Bidder and American Battery Technology Company ("ABT") as the Backup Bidder. *Notice of Successful Bidder and Back Up Bidder* at 1 [Dkt. No. 407]. As of the date hereof, the Foundation Parties have not been provided copies of the APAs or proposed sale orders, and such documents have not yet been filed on the docket. Based on statements made at the auction, the Foundation Parties understand both bidders intend to assume the Note and Mortgage or at least the liability underlying the Note and Mortgage.

[1] This amount may not reflect all obligations due and owing under the Note, including default interest and late fees. HIF preserves its right to assert any and all amounts not reflected in this claim amount.

Objection

I. The Mortgage is Senior to TKJV's Asserted M&M Lien

8. It is clear under Kentucky law that the Mortgage is senior to the liens asserted by TKJV (the "Asserted Liens").[1] The Kentucky M&M lien statute states as follows:

> The [M&M] lien shall not take precedence over a mortgage or other contract lien or bona fide conveyance for value without notice, duly recorded or lodged for record according to law, unless the person claiming the prior lien shall, before the recording of the mortgage or other contract lien or conveyance, file in the office of the county clerk of the county where he or she has furnished or expects to furnish labor or materials, a statement showing that he or she has furnished or expects to furnish labor or materials, and the amount of the labor or materials in full.

KRS § 376.010(2)(a); *see also Weil v B.E. Buffaloe & Co*, 65 S.W.2d 704, 711 (Ky. 1933) (explaining that under the Kentucky M&M lien statute, statutory M&M liens "do not take precedence over a mortgage unless there shall have been previously filed the statements"). A search of the Christian County, KY real estate records show that TKJV did not file its preliminary statement until 2024. Melinda A. Humphries County Clerk, Christian County, KY, Consolidated Real Estate Index, attached as Exhibit 3 hereto.[2]

9. Kentucky courts have held that an M&M lien claimant may still prevail against a prior recorded mortgage where the mortgagee has actual notice "that there are unpaid claims for which a lien may be asserted and that the debtor is unable to pay such claims or that the claimant intends to 'file a lien.'" *Grider v. Mut. Fed. Sav. And Loan Assoc.*, 565 S.W.2d 647, 649 (Ky. Ct. App. 1978); *see also* Collier v. Dillon, 230 S.W.2d 617, 618 (Ky. 1950) ("where the mortgagee

[1] The Debtors have also stated in the Global Notes to their Schedules that the Mortgage is senior to the M&M liens. Global Notes and Statements of Limitations, Methodology, and Disclaimers Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs at 15 [Dkt. No. 357].

[2] Christian County's real estate records are accessible to the public on their website: https://christiancountyky.gov/legal-records.

knows there are unpaid claims, and that the owner is unable to pay them, he is charged with such notice as to come within the meaning of the statute"); *Ideal Supplies Co. v. Underhill*, 281 S.W. 988, 990 (Ky. 1926) (holding that the M&M lien was junior to a previously recorded mortgage where the mortgagee provided the construction loan, knew that there was work being performed and materials were being furnished, but there were no facts to show that the mortgagor was not paying claims as they accrued or was unable to do so); *Weil*, 65 S.W.2d at 711-12 (holding that the mortgagee's lien had priority over a statutory M&M lien where it was not shown that the mortgagee "had actual knowledge of any unpaid claims when it paid over the money or any part of it to the mortgagor"). In *Grider*, the Kentucky Court of Appeals found that the M&M lien claimant was junior to the lender/mortgagee even where it was clear that the lender/mortgagee had received a call from the M&M lien claimant to ask the mortgagee for help in collecting payment because there was no evidence that the lender/mortgagee had notice that the mortgagor was unable to pay the M&M lien claimant's claims. *Grider*, 565 S.W.2d at 649. Among other things, the Court noted that the fact that the call was made "scarcely a month" after materials were furnished by the M&M lien claimant and the M&M lien claimant continued to furnish materials after the call indicated that the M&M lien claimant did not believe that the mortgagor was unable to pay. *Id.*

10. The record in these Chapter 11 Cases makes clear that TKJV cannot show the requisite actual notice to prime the Mortgage. Instead, the facts show that the Debtors had ample resources to pay its debts when the Note was issued to HIF as part of the purchase price for the Collateral. Specifically, in 2022, as set forth in the First Day Declaration, the Debtors were in receipt of grants from the DOE and the City of Hopkinsville. First Day Declaration ¶ 46; *Grant Agreement*, Exhibit B to Dkt. No. 104-1. Further, in addition to the Note, the Debtors paid HIF

$500,000 in cash for the purchase of the Collateral. Also telling is the fact that TKJV, a sophisticated party, entered into the TKJV Agreement with the Debtors subsequent to the recordation of the Mortgage and provided services pursuant to such agreement until October 2024. *Turner-Kokosing Joint Venture's Objection to Debtors' Motion for Entry of Final Cash Collateral Order and Proposed Bid Procedures* ¶ 21 [Dkt. No. 79].

II. The Sale to TKJV Cannot be Approved Without It Paying the Foundation Parties' Claim In Full

11. Because the Mortgage is senior to the Asserted Lien, the Note must be paid in full in cash at closing. *Order (A) Approving Bid Procedures, (B) Authorizing Designation of a Stalking Horse Bidder, (C) Scheduling an Auction, Related Deadlines, and a Sale Hearing, and (D) Granting Related Relief* ¶ 12 ("If such Secured Creditor is a junior lienholder, any Credit Bid must be accompanied by cash consideration or other means acceptable to the Debtors and the applicable senior lienholder sufficient to satisfy in full the senior lienholder's secured claim or otherwise provide for treatment satisfactory to the senior lienholder.") (the "Bidding Procedures Order"); *see also In re Daufuskie Island Props.*, LLC, 441 B.R. 60, 64 (Bankr. D.S.C. 2010) (holding that "credit bidding creditor must pay the mortgages and liens (if any) which have priority senior to its mortgage") (*citing In re Simpson Creek Development, Inc.*, Case No. 90-03836-WTB, slip op. at pages 17 and 24 (Bankr. D.S.C. Nov. 27, 1991) as holding "[i]n applying the Section 363(k) offset bid provision to the trustee's sale, a junior lienholder can offset bid its lien claim against the purchase price of the property only after all senior lien indebtedness on the particular property has been satisfied"). The Note has already matured and is not assumable, therefore, any proposed treatment of the Note other than payment in full requires the consent of the Foundation Parties.

12. The Foundation Parties understand that TKJV intends to find a third party to purchase the Collateral subject to the Note and Mortgage. In other words, the Foundation Parties are being asked for an agreement to agree on satisfaction of the increasing claim underlying the matured Note. The Foundation Parties cannot consent to such uncertain treatment of their Note and Mortgage by an unknown future counterparty whose intentions with respect to the Collateral cannot be determined.[1]

13. Accordingly, the Foundation Parties respectfully request that the Court deny approval of the sale to TKJV.

[*Remainder of page intentionally left blank.*]

[1] The Foundation Parties understand that ABT has done extensive due diligence with respect to the Collateral, and has begun discussions with key stakeholders in the community, including utilities, to facilitate immediate continuation of construction at the current Apex-1 Project site. In short, there is a clear path to productive use of the Collateral aligned with HIF's goals of spurring industrial development in Hopkinsville. Based on that information, the Foundation Parties are open to negotiations with ABT relating to the assumption or other treatment of the Note and Mortgage in connection with a Sale to ABT.

Dated: May 29, 2026

/s/ Maegan Quejada

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Counsel to Planters and HIF

Certificate of Service

I certify that on May 29, 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 1

Note

M0101671TD

HOPKINSVILLE INDUSTRIAL FOUNDATION, INC.
COMMERCIAL TERM PROMISSORY NOTE

Date: November 16, 2022
Maturity Date: May 1, 2026

PROMISE TO PAY

ASCEND ELEMENTS, INC., a Delaware corporation ("Borrower"), promises to pay to the order of **HOPKINSVILLE INDUSTRIAL FOUNDATION, INC.** located at 2800 Fort Campbell Blvd., Hopkinsville, Kentucky 42240 ("Lender"), and its successors and assigns, at its main or any branch office, the principal sum of **Two Million Eight Hundred Fifty-Six Thousand Dollars and No Cents ($2,856,000.00)**, together with interest, upon the terms and conditions set out below.

PAYMENT SCHEDULE

The principal and interest obligation of the Borrower evidenced by this Note shall be payable as follows:

The sum of $300,000 within three business days after Borrower receives payment of funds from the City of Hopkinsville pursuant to a Grant Agreement of even date herewith; and

Principal and interest shall be paid in seven (7) semi-annual installments in the amount of $406,397.55 each. Such payments shall commence May 1, 2023, and continue each November 1st and May 1st thereafter, except that the final payment of the entire indebtedness evidenced hereby shall be due and payable on the Maturity Date.

Any payments and other amounts owing under this Note shall be made at Lender's address above unless otherwise designated by Lender in writing. Each payment hereunder shall be applied first to advanced costs, charges and fees, then to accrued interest, and then to principal, if applicable.

NO OBLIGATION TO REFINANCE

THIS NOTE IS PAYABLE IN FULL AT MATURITY. THE BORROWER ACKNOWLEDGES THAT IT MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE NOTE AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE NOTE AT THAT TIME. THE BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF ITS ASSETS TO RETIRE THIS NOTE AT MATURITY OR FIND AN INSTITUTION, WHICH MAY BE LENDER, WILLING TO LEND THE FUNDS NECESSARY TO PAY THIS NOTE. IF

LENDER ELECTS, IN ITS SOLE DISCRETION, TO LEND SUCH FUNDS, IT MAY CHARGE A RENEWAL FEE.

RATE OF INTEREST

Interest shall accrue upon the unpaid successive balances of principal at the following rate:

The rate of interest shall be fixed at 5.5% per annum for the term of this Note.

All principal remaining unpaid after maturity or acceleration shall bear interest at the rate of twenty-four percent (24%) per annum ("Default Rate") until paid.

YEAR LENGTH

Interest shall be calculated on the 365/360 basis; that is, the interest rate is divided by 360, multiplied by the outstanding principal balance and then finally multiplied by the actual number of days the principal balance is outstanding.

LATE PAYMENT

Any installment payment not made within ten (10) days after the due date will be subject to a late charge of five percent (5%) of the amount of the installment.

ORIGINATION

This Note evidences a new loan.

COLLATERAL

This Note is secured by collateral described in the following and may be further secured in the future by other collateral ("Collateral"):

Title	Date	Executed by
Mortgage	of even date	Borrower

In the event Lender deems it necessary or advisable to comply with any applicable law or any order of any bank examiner, or to protect Lender's Collateral position, the Borrower agrees to allow Lender access to the Collateral in order to inspect, examine, or appraise the Collateral and further agree to provide Lender, upon request, with appraisals, from time to time, of all or any portion of the Collateral.

DEFAULT

The occurrence of a default under the Mortgage referenced above after the expiration of any applicable cure period, shall, at the option of Lender, result in the immediate acceleration, without notice, of the maturity of this Note.

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.

WAIVER OF SURETYSHIP DEFENSES

The Borrower, including, but not limited to all co-makers and accommodation makers of this note, hereby waive all suretyship defenses including, but not limited to, all defenses based upon impairment of Collateral and all suretyship defenses described in Section 3.1-605 of the Uniform Commercial Code, as revised (the "UCC"). Such waiver is entered into to the full extent permitted by Section 3.1-605(i) of the UCC.

ATTORNEYS' FEES

In the event of default, the Borrower agrees to pay reasonable attorneys' fees, paralegal fees, deposition charges, appraiser's fees, investigation charges and costs of collection.

WAIVER

The Borrower and all endorsers, guarantors and sureties hereof, waive presentment, demand, notice of dishonor, protest, notice of protest and nonpayment and notice of acceleration of the maturity of the indebtedness evidenced by this Note, and further agree that the holder shall have the right, without notice, to deal in any way, at any time, with the Borrower, and to grant the Borrower extensions of time for the payment of the indebtedness evidenced by this Note or any other indulgence or forbearance whatsoever, and may release any security for the payment of this Note and/or modify the terms of any agreement or instrument securing or pertaining to this Note without in any way affecting the liability of the Borrower hereunder or the liability of such endorsers, guarantors or sureties.

USE OF PROCEEDS

Borrower certifies that the proceeds of this loan are to be used for business purposes.

GOVERNING LAW

This Note and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Kentucky.

CONSENT TO JURISDICTION, VENUE

The Borrower and Lender agree that any action or proceeding relating in any way to this Note may be brought and enforced in the Kentucky state courts located in the Christian County, State of Kentucky, and each irrevocably submits to the jurisdiction of such court and waives any objection to the laying of venue in such court or any claim that such court is an inconvenient forum.

JURY WAIVER

THE LENDER AND THE BORROWER 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 NOTE. NO OFFICER OF THE LENDER HAS AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Note to be executed and delivered as the date first set forth above.

ASCEND ELEMENTS, INC.,
a Delaware corporation

By: _____
Andrew Aberdale, Chief Financial Officer

Exhibit 2

Mortgage

7010167170

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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 Goldhoff Abstract

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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
EVANSVILLE, INDIANA 47734

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 717 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.

Exhibit 3

County Records Search Results

Melinda A. Humphries
County Clerk, Christian County, KY
Consolidated Real Estate Index

Criteria - Last Name: Ascend Elements, Inc. **Grantee/Grantor:** Either **Party Type:** Either (Filtered 54 result(s))

Date: 11/18/2022 16:14:00 **Doc #:** 10038903 **Kind:** DEED **Book:** 797 **Page:** 420
Description
2 PARCELS CHRISTIAN COUNTY
Document References
Referenced By
M/LIEN B7 P672
Tax: $5,798.00

Grantors	Grantees
HOPKINSVILLE INDUSTRIAL FOUNDATION, INC	ASCEND ELEMENTS, INC

Date: 11/18/2022 16:14:00 **Doc #:** 10038904 **Kind:** MTG/ASGN **Book:** 1763 **Page:** 419
Description
PROPERTY CHRISTIAN COUNTY
Document References
Referenced By
ASGN B1763 P432
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC	HOPKINSVILLE INDUSTRIAL FOUNDATION, INC

Date: 11/18/2022 16:14:00 **Doc #:** 10038905 **Kind:** ASGN **Book:** 1763 **Page:** 432
Description
ASSIGNMENT
Document References
References
MTG/ASGN B1763 P419
Tax: $0.00

Grantors	Grantees
HOPKINSVILLE INDUSTRIAL FOUNDATION, INC ASCEND ELEMENTS, INC	PLANTERS BANK, INC.

Date: 11/18/2022 16:14:00 **Doc #:** 10038906 **Kind:** ESMT **Book:** 151 **Page:** 324
Description
GRANT OF RAIL SPUR EASEMENT
Tax: $0.00

Grantors	Grantees
HOPKINSVILLE INDUSTRIAL FOUNDATION, INC	ASCEND ELEMENTS, INC

Date: 11/18/2022 16:14:00 **Doc #:** 10038907 **Kind:** ESMT **Book:** 151 **Page:** 333
Description
ACCESS EASEMENT
Tax: $0.00

Grantors	Grantees
HOPKINSVILLE INDUSTRIAL FOUNDATION, INC	ASCEND ELEMENTS, INC

Date: 12/15/2022 13:02:00 **Doc #:** 10039660 **Kind:** MTG **Book:** 1766 **Page:** 684
Description
67.137 ACRES JOHN RIVERS ROAD
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC	HOPKINSVILLE CITY OF

Date: 09/25/2024 13:13:00 **Doc #:** 10057689 **Kind:** MISC **Book:** 158 **Page:** 655
Description
PRELIMINARY STATEMENT OF LIEN AND NOTICE OF EXPECTATION AND INTENTION TO FURNISH LABOR AND MATERIAL, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. ASCEND ELEMENTS BATTERY RECYCLING FACILITY	RMF NOOTER, LLC TURNER KOKOSING JOINT VENTURE

Date: 12/09/2024 10:29:00 **Doc #:** 10059792 **Kind:** M/LIEN **Book:** 7 **Page:** 705
Description
MECHANICS AND MATERIALMENS LIEN STATEMENT, DEED BK 797 PG 420
Document References
Referenced By
REL/ML B8 P234
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS BATTERY RECYCLING FACILITY ASCEND ELEMENTS, INC. MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS	TRIANGLE ENTERPRISES, INC.

Date: 12/09/2024 10:29:00 **Doc #:** 10059793 **Kind:** M/LIEN **Book:** 7 **Page:** 711
Description
MECHANICS AND MATERIALMENS LIEN STATEMENT, DEED BK 797 PG 420
Document References
Referenced By
REL/ML B8 P235
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS BATTERY RECYCLING FACILITY ASCEND ELEMENTS, INC. RMF NOOTER, LLC	TRIANGLE ENTERPRISES, INC.

Date: 12/13/2024 09:11:00 **Doc #:** 10059958 **Kind:** M/LIEN **Book:** 7 **Page:** 719
Description
MECHANICS AND MATERIALMENS LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	TRAVIS CONSTRUCTION COMPANY, INC.
MURPHY COMPANY	
RMF NOOTER LLC	
UNITED ELECTRIC CO.	
TRIANGLE ENTERPRISES	

Date: 12/26/2024 13:48:00 **Doc #:** 10060307 **Kind:** M/LIEN **Book:** 7 **Page:** 722
Description
MECHANICS AND MATERIALMENS LIEN, DEED BK 797 PG 420 {CORRECTED SPELLING OF GRANTOR'S NAME FROM ASCENT ELEMENTS INC. TO ASCEND ELEMENTS, INC., 2025-01-13 YJW}
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	RMF NOOTER, LLC
TURNER-KOKOSING JOINT VENTURE	

Edits
01/13/2025 09:51AM by Y. WICKHAM. GRANTOR before edit: 'Code: 1F | Name: ASCENT ELEMENTS INC. | Given1: | Given2: ', after edit: 'Code: 1F | Party Name: ASCEND ELEMENTS, INC. | Given1: | Given2: '
01/13/2025 09:51AM by Y. WICKHAM. DESC before edit: '', after edit: 'MECHANICS AND MATERIALMENS LIEN, DEED BK 797 PG 420 {CORRECTED SPELLING OF GRANTOR'S NAME FROM ASCENT ELEMENTS INC. TO ASCEND ELEMENTS, INC., 2025-01-13 YJW}'
01/13/2025 09:51AM by Y. WICKHAM. DESC before edit: 'MECHANICS AND MATERIALMENS LIEN, DEED BK 797 PG 420', after edit: ''

Date: 01/02/2025 15:45:00 **Doc #:** 10060470 **Kind:** M/LIEN **Book:** 7 **Page:** 727
Description
MECHANINCS AND MATERIALMAN'S LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	TRAVIS CONSTRUCTION COMPANY, INC.
MURPHY COMPANY	
RMF NOOTER, INC.	
RMF NOOTER LLC	
UNITED ELECTRICAL CO., INC.	
TRIANGLE ENTERPRISES INC.	

Date: 01/13/2025 09:54:00 **Doc #:** 10060699 **Kind:** M/LIEN **Book:** 7 **Page:** 732
Description
MECHANIC'S AND MATERIALMAN'S LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	A&I DOCK EQUIPMENT INC.
MINER LTD	
GREAT LAKES DOCK AND DOOR	

Date: 01/15/2025 13:35:00 **Doc #:** 10060858 **Kind:** M/LIEN **Book:** 7 **Page:** 737
Description
MECHANICS' AND MATERIALMAN'S LIEN STATEMENT, DEED BK 797 PG 420
Document References
Referenced By
P/REL/MLIEN B8 P95
Tax: $0.00

Grantors	Grantees

ASCEND ELEMENTS, INC.
TURNER-KOKOSING JOINT VENTURE

G.H. GARMONG & SONS, INC.

Date: 01/17/2025 12:59:00 **Doc #:** 10060940 **Kind:** M/LIEN **Book:** 7 **Page:** 743
Description
STATEMENT OF MECHANICS' AND MATERIALMEN'S LIEN, 6505 JOHN RIVERS ROAD
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	TURNER - KOKOSING JOINT VENTURE

Date: 01/17/2025 13:23:00 **Doc #:** 10060947 **Kind:** M/LIEN **Book:** 8 **Page:** 4
Description
MECHANICS' AND MATERIALMAN'S LIEN STATEMENT, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE	UNITED ELECTRIC COMPANY, INC.

Date: 01/29/2025 15:01:00 **Doc #:** 10061364 **Kind:** M/LIEN **Book:** 8 **Page:** 13
Description
MECHANICS LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS BATTERY RECYCLING FACILITY ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE	FOUNDATION STEEL, LLC

Date: 02/04/2025 10:22:00 **Doc #:** 10061473 **Kind:** M/LIEN **Book:** 8 **Page:** 16
Description
MECHANIC'S AND MATERIALMAN'S LIEN; 6505 JOHN RIVERS ROAD
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE	MINER, LTD.

Date: 02/04/2025 10:31:00 **Doc #:** 10061475 **Kind:** M/LIEN **Book:** 8 **Page:** 18
Description
MECHANIC'S/MATERIALMEN'S LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. RMF NOOTER, LLC TURNER CONSTRUCTION COMPANY AND KOKOSING INDUSTRIAL COMPANY	LAIBE ELECTRIC CO.

Date: 02/04/2025 11:33:00 **Doc #:** 10061486 **Kind:** M/LIEN **Book:** 8 **Page:** 21
Description

MCHANICS' AND MATERIALMAN'S LIEN, DEED BK 797 PG 420

Document References

Referenced By

M/LIEN B8 P80

Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. ASCEND ELEMENTS APEX 1 TURNER-KOKOSING JOINT VENTURE	MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS

Date: 02/04/2025 11:39:00 **Doc #:** 10061488 **Kind:** M/LIEN **Book:** 8 **Page:** 27

Description

MECHANICS' AND MATERIALMEN'S LIEN, DEED BK 797 PG 420

Document References

Referenced By

P/REL/MLIEN B8 P103

REL/ML B8 P236

Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS BATTERY RECYCLING FACILITY ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE	CLEARY CONSTRUCTION, INC.

Date: 02/04/2025 14:11:00 **Doc #:** 10061489 **Kind:** M/LIEN **Book:** 8 **Page:** 33

Description

MECHANIC'S AND MATERIALMAN'S LIEN, 6505 JOHN RIVERS ROAD

Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE	MCCORMICK EQUIPMENT COMPANY, INC.

Date: 02/07/2025 11:06:00 **Doc #:** 10061548 **Kind:** M/LIEN **Book:** 8 **Page:** 35

Description

MECHANIC'S AND MATERIALMAN'S LIEN, DEED BK 797 PG 420

Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. RMF NOOTER INC. RMF NOOTER LLC MURPHY COMPANY DK CONSTRUCTION TRIANGLE ENTERPRISES INC. ALBERICI PMD TANK	LENTS ENTERPRISES INC. LENTS CRANE & RIGGING

Date: 02/07/2025 11:08:00 **Doc #:** 10061549 **Kind:** M/LIEN **Book:** 8 **Page:** 42

Description

MECHANIC'S AND MATERIALMAN'S LIEN, 6505 JOHN RIVERS ROAD

Tax: $0.00

Grantors	Grantees

ASCEND ELEMENTS, INC.
TURNER - KOKOSING JOINT VENTURE

TEC-PROTECTIVE COATINGS INC.

Date: 02/13/2025 14:54:00 **Doc #:** 10061746 **Kind:** M/LIEN **Book:** 8 **Page:** 44
Description
CLAIM OF LIEN, 6505 JOHN RIVERS ROAD
Document References
Referenced By
M/LIEN B8 P141
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS ASCEND ELEMENTS, INC TURNER-KOKOSING JOINT VENTURE	STEELFAB, INC.

Date: 02/14/2025 10:43:00 **Doc #:** 10061764 **Kind:** M/LIEN **Book:** 8 **Page:** 47
Description
MECHANINC'S LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS BATTERY RECYCLING FACILITY ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE	FOUNDATION STEEL, LLC

Date: 02/14/2025 10:54:00 **Doc #:** 10061768 **Kind:** M/LIEN **Book:** 8 **Page:** 49
Description
MECHANICS' AND MATERIALMEN'S LIEN, 6505 JOHN RIVERS ROAD
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	TURNER - KOKOSING JOINT VENTURE

Date: 02/24/2025 11:07:00 **Doc #:** 10061984 **Kind:** M/LIEN **Book:** 8 **Page:** 56
Description
MECHANICS' AND MATERIALMEN'S LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE	F.E. MORAN, INC. FIRE PROTECTION

Date: 02/24/2025 15:04:00 **Doc #:** 10062009 **Kind:** M/LIEN **Book:** 8 **Page:** 62
Description
MECHANINCS' AND MATERIALMEN'S LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS	BI-STATE INSULATION, INC.

Date: 02/24/2025 15:15:00 **Doc #:** 10062010 **Kind:** M/LIEN **Book:** 8 **Page:** 65
Description
MECHANINCS' AND MATERIALMEN'S LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS	BI-STATE INSULATION, INC.

Date: 02/24/2025 15:16:00 **Doc #:** 10062011 **Kind:** M/LIEN **Book:** 8 **Page:** 68
Description
MECHANINCS' AND MATERIALMEN'S LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. STEELFAB, INC.	BEN HUR CONSTRUCTION COMPANY

Date: 02/28/2025 12:17:00 **Doc #:** 10062166 **Kind:** M/LIEN **Book:** 8 **Page:** 74
Description
STATEMENT OF MECHANICS' AND MATERIALMAN'S LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. ASCEND ELEMENTS BATTERY RECYCLING FACILITY	PREFERRED TANK & TOWER MAINTENANCE DIVISION, INC.

Date: 03/04/2025 13:58:00 **Doc #:** 10062254 **Kind:** M/LIEN **Book:** 8 **Page:** 77
Description
MECHANIC'S/MATERIALMAN'S LIEN STATEMENT, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE	CEI MICHIGAN, LLC

Date: 03/04/2025 14:06:00 **Doc #:** 10062256 **Kind:** M/LIEN **Book:** 8 **Page:** 80
Description
FIRST AMENDED MECHANICS' AND MATERIALMAN'S LIEN STATEMENT
Document References
References
M/LIEN B8 P21
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. ASCEND ELEMENTS APEX 1 TURNER-KOKOSING JOINT VENTURE	MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS

Date: 03/12/2025 15:21:00 **Doc #:** 10062619 **Kind:** M/LIEN **Book:** 8 **Page:** 89
Description
MECHANICS' AND MATERIALMEN'S LIEN STATEMENT, DEED BK 797 PG 420

Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS APEX 1 ASCEND ELEMENTS, INC. MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS	ALBERICI CONSTRUCTORS, INC.

Date: 03/17/2025 15:25:00 **Doc #:** 10062714 **Kind:** P/REL/MLIEN **Book:** 8 **Page:** 95
Description
PARTIAL REDUCTION OF MECHANIC'S AND MATERIALMEN'S LIEN
Document References
References
M/LIEN B7 P737
Tax: $0.00

Grantors	Grantees
C.H. GARMONG & SON INC.	ASCEND ELEMENTS, INC.

Date: 03/21/2025 10:58:00 **Doc #:** 10062872 **Kind:** P/REL/MLIEN **Book:** 8 **Page:** 103
Description
PARTIAL RELEASE OF MECHANICS' AND MATERIALMEN'S LIEN
Document References
References
M/LIEN B8 P27
Tax: $0.00

Grantors	Grantees
CLEARY CONSTRUCTION, INC.	ASCEND ELEMENTS BATTERY RECYCLING FACILITY ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE

Date: 03/21/2025 14:32:00 **Doc #:** 10062875 **Kind:** M/LIEN **Book:** 8 **Page:** 105
Description
CLAIM OF LIEN, 6505 JOHN RIVERS RD
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE	STEELFAB, INC.

Date: 03/26/2025 10:36:00 **Doc #:** 10063046 **Kind:** M/LIEN **Book:** 8 **Page:** 108
Description
STATEMENT OF MECHANIC'S/MATERIALMAN'S LIEN, 6505 JOHN RIVERS ROAD
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	RMF NOOTER, LLC

Date: 03/26/2025 10:36:00 **Doc #:** 10063047 **Kind:** M/LIEN **Book:** 8 **Page:** 111
Description

STATEMENT OF LIEN (ENGINEERS', ARCHITECTS', LANDSCAPE ARCHITECTS', REAL ESTATE BROKERS', AND LAND SURVEYORS' LIEN), 6505 JOHN RIVERS ROAD
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	RMF NOOTER, LLC

Date: 03/26/2025 11:48:00 **Doc #:** 10063089 **Kind:** M/LIEN **Book:** 8 **Page:** 114
Description
AMENDED MECHANICS' AND MATERIALMEN'S LIEN, DEED BK 797 PG 420
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. TURNER-KOKOSING JOINT VENTURE	F.E. MORAN, INC. FIRE PROTECTION

Date: 03/26/2025 13:57:00 **Doc #:** 10063097 **Kind:** M/LIEN **Book:** 8 **Page:** 120
Description
CLAIM OF LIEN, 6505 JOHN RIVERS ROAD
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC. GARMONG CONSTRUCTION SERVICES	VALLEY INTERIOR SYSTEMS

Date: 04/16/2025 13:22:00 **Doc #:** 10063617 **Kind:** M/LIEN **Book:** 8 **Page:** 141
Description
AMENDED MECHANIC'S AND MATERIALMEN'S LIEN STATEMENT
Document References
References
M/LIEN B8 P44
Tax: $0.00

Grantors	Grantees
TURNER-KOKOSING JOINT VENTURE ASCEND ELEMENTS ASCEND ELEMENTS, INC.	STEELFAB, INC.

Date: 05/30/2025 12:50:00 **Doc #:** 10064912 **Kind:** M/LIEN **Book:** 8 **Page:** 147
Description
MECHANICS AND MATERIALMAN'S LIEN, 6505 JOHNS RIVER ROAD
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS INC TURNER-KOKOSING JOINT VENTURE	ROLLING PLAINS CONSTRUCTION INC

Date: 06/03/2025 14:45:00 **Doc #:** 10065051 **Kind:** M/LIEN **Book:** 8 **Page:** 220
Description
MECHANIC'S AND MATERIALMAN'S LIEN, 6505 JOHN RIVERS ROAD
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	NYCOM, INC.

ASCEND ELEMENTS
TURNER-KOKOSING JOINT VENTURE

Date: 09/10/2025 10:45:00 **Doc #:** 10067776 **Kind:** REL/ML **Book:** 8 **Page:** 234
Description
RELEASE
Document References
References
M/LIEN B7 P705
Tax: $0.00

Grantors	**Grantees**
TRIANGLE ENTERPRISES, INC.	ASCEND ELEMENTS, INC.

Date: 09/10/2025 10:47:00 **Doc #:** 10067777 **Kind:** REL/ML **Book:** 8 **Page:** 235
Description
RELEASE
Document References
References
M/LIEN B7 P711
Tax: $0.00

Grantors	**Grantees**
TRIANGLE ENTERPRISES, INC.	ASCEND ELEMENTS, INC.

Date: 09/10/2025 10:48:00 **Doc #:** 10067778 **Kind:** REL/ML **Book:** 8 **Page:** 236
Description
RELEASE
Document References
References
M/LIEN B8 P27
Tax: $0.00

Grantors	**Grantees**
CLEARY CONSTRUCTION, INC.	ASCEND ELEMENTS, INC.

Date: 10/27/2025 09:28:00 **Doc #:** 10069171 **Kind:** M/LIEN **Book:** 8 **Page:** 275
Description
CLAIM OF LIEN, 6505 JOHN RIVERS RD
Document References
Referenced By
REL/ML B8 P292
Tax: $0.00

Grantors	**Grantees**
ASCEND ELEMENTS ASCEND ELEMENTS INC AIRGAS	TRI-STATE RIGGING, LLC

Date: 11/12/2025 15:19:00 **Doc #:** 10069571 **Kind:** M/LIEN **Book:** 8 **Page:** 279
Description
STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN, 6505 JOHN RIVERS RD
Document References

Referenced By
REL/ML B8 P295
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	TK ELEVATOR CORPORATION
ASCEND ELEMENTS APEX 1	THYSSENKRUPP ELEVATOR CORPORATION
TURNER-KOKOSING JOINT VENTURE	
TURNER CONSTRUCTION COMPANY	
KOKOSING INDUSTRIAL INC	

Date: 12/19/2025 14:05:00 **Doc #:** 10070603 **Kind:** REL/ML **Book:** 8 **Page:** 292
Description
RELEASE
Document References
References
M/LIEN B8 P275
Tax: $0.00

Grantors	Grantees
TRI-STATE RIGGING, LLC	ASCEND ELEMENTS
	ASCEND ELEMENTS INC
	AIRGAS

Date: 12/22/2025 10:40:00 **Doc #:** 10070638 **Kind:** REL/ML **Book:** 8 **Page:** 295
Description
RELEASE
Document References
References
M/LIEN B8 P279
Tax: $0.00

Grantors	Grantees
TK ELEVATOR CORPORATION	ASCEND ELEMENTS, INC.
THYSSENKRUPP ELEVATOR CORPORATION	

Date: 04/07/2026 09:15:00 **Doc #:** 10073344 **Kind:** M/LIEN **Book:** 8 **Page:** 298
Description
STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN, DEED BK 797 PG 308 AND DEED BK 786 PG 334
Document References
Referenced By
REL/ML B8 P301
Tax: $0.00

Grantors	Grantees
ASCEND ELEMENTS, INC.	INDUSTRIAL ACCESSORIES COMPANY
ASCEND ELEMENTS	

Date: 04/24/2026 14:58:00 **Doc #:** 10073792 **Kind:** REL/ML **Book:** 8 **Page:** 301
Description
RELEASE
Document References
References
M/LIEN B8 P298

Tax: $0.00

Grantors	**Grantees**
INDUSTRIAL ACCESSORIES COMPANY	ASCEND ELEMENTS, INC.