Docket #0467 Date Filed: 06/04/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
June 04, 2026
Nathan Ochsner, Clerk

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

In re:	)	Chapter 11
ASCEND ELEMENTS, INC., *et al.*,[1]	)	Case No. 26-90440 (CML)
Debtors.	)	(Jointly Administered)

ORDER AUTHORIZING THE RETENTION AND COMPENSATION OF CERTAIN PROFESSIONALS USED IN THE ORDINARY COURSE OF BUSINESS

Upon the motion (the "Motion")[2] of the above-captioned Debtors for entry of an order (a) authorizing the Debtors to retain and compensate certain professionals utilized in the ordinary course of business (each, an "OCP," and collectively, the "OCPs") on a postpetition basis and in accordance with the procedures set forth in this Order (the "OCP Compensation Procedures"), as identified on the nonexclusive lists of OCPs attached hereto as **Exhibit 1** (as may be amended or supplemented by the Debtors from time to time in accordance with this Order) pursuant to the OCP Compensation Procedures, and (b) granting related relief as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas,* dated as of May 24, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having

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

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

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found that the notice of the Motion was appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to retain and compensate the OCPs identified on the lists attached hereto as **Exhibit 1** (as may be amended or supplemented by the Debtors from time to time in accordance with this Order, the "OCP Lists") on a postpetition basis in the ordinary course of business and in accordance with the following OCP Compensation Procedures:

(i) Each OCP identified on the OCP Lists attached hereto as **Exhibit 1** (as may be amended or supplemented from time to time, the "OCP Lists") that provides services to the Debtors shall file with this Court and serve on the OCP Notice Parties a declaration of disinterestedness (each, a "Declaration of Disinterestedness"), substantially in the form attached hereto as **Exhibit 2**, within twenty-eight (28) days after the later of (x) the date of entry of this Order, (y) the date on which such OCP commences services for the Debtors, and (z) the date on which such OCP is added to the OCP Lists. Each OCP shall serve the Declaration of Disinterestedness upon: (a) proposed counsel to the Debtors, Norton Rose Fulbright, US LLP, 1550 Lamar Street, Suite 2000, Houston, Texas 77010, Attn: Ryan Manns (ryan.manns@nortonrosefulbright.com), Jason Blanchard (jason.blanchard@nortonrosefulbright.com), and Maria Mokrzycka (maria.mokrzycka@nortonrosefulbright.com); (b) counsel to the Senior Secured Holders, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Sunny Singh (sunny.singh@weil.com), Weil, Gotshal & Manges LLP, 700 Louisiana Street, Suite 3700, Houston, TX 77002-2755, Attn: Stephanie Morrison (stephanie.morrison@weil.com) and Emma Wheeler (emma.wheeler@weil.com), Goodwin Procter LLP, 620 Eighth Avenue, New York, NY 10018, Attn: Robert Lemons (rlemons@goodwinlaw.com) and Debora Hoehne (dhoehne@goodwinlaw.com), and Gray Reed & McGraw, 1300 Post Oak Blvd., Suite 2000, Houston, Texas 77056, Attn: Jason Brookner (jbrookner@grayreed.com) (c) counsel to the Committee Mcdermott Will & Schulte LLP, 2801 North Harwood Street, Suite 2600, Dallas, Texas 75201, Attn: Charles R. Gibbs

(crgibbs@mcdermottlaw.com), Kristin K. Going (kgoing@mcdermottlaw.com); and (d) the Office of the United States Trustee, Southern District of Texas, Region 7, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen (ha.nguyen@usdoj.gov) and Viney Garza (vianey.garza@usdoj.gov) (collectively, the "OCP Notice Parties").

(ii) All parties in interest shall have fourteen (14) days after the filing and service of each OCP's Declaration of Disinterestedness to object to the retention of such OCP (the "Objection Deadline"). The objecting party shall serve any such objection upon the OCP Notice Parties and the respective OCP so as to be actually received on or before the Objection Deadline. If any such objection cannot be resolved within fourteen (14) days of its receipt, the matter shall be scheduled for hearing before this Court on no less than fourteen (14) days' notice or on a date otherwise agreeable to the parties thereto. The Debtors shall not be authorized to retain and compensate such OCP until all outstanding objections have been withdrawn, resolved by the parties, or overruled by order of this Court.

(iii) If no objection is received by the Objection Deadline with respect to any particular OCP, then retention of the OCP shall be deemed approved by this Court without a hearing or further order and the Debtors shall be authorized to (1) retain such OCP as of the date such OCP commenced providing postpetition services to the Debtors, and (2) pay such OCP in accordance with the OCP Compensation Procedures and this Order, subject to the OCP Caps (as defined herein).

(iv) The Debtors are authorized to modify the OCP List as necessary to add or remove OCPs from time to time, in their reasonable discretion with the prior written consent (email being sufficient) of the Senior Secured Holders, without the need for any further hearing and without the need to file individual retention applications for newly added OCPs. Subject to the prior written consent of the Senior Secured Holders, in the event an OCP is added to the OCP List, the Debtors shall file a notice (an "OCP Notice") with this Court and serve such Notice on each of the OCP Notice Parties. Each additional OCP listed in the OCP Notice shall serve a Declaration of Disinterestedness on the OCP Notice Parties in accordance with this Order. The OCP Notice Parties and any other party in interest shall have fourteen (14) days following the date of service of an OCP Notice and the related Declaration of Disinterestedness to notify the Debtors' attorneys, in writing, of any objection to the proposed retention of any additional OCP, file

any such objection with this Court, and serve any such objection upon each of the OCP Notice Parties. If no objection is timely filed, then retention of such OCP shall be deemed approved by the Court pursuant to this Order without a hearing or further order. If an objection is timely filed, the Court will set the matter for a hearing.

(v) Each applicable OCP Cap may be increased by mutual agreement between the Debtors and the Senior Secured Holders, *provided*, that the Debtors shall file a notice with the Court of such agreed increase, submit such notice to the OCP Notice Parties, and no objection to such agreed increase shall be filed within fourteen (14) days of the date the notice is filed. Absent the Senior Secured Holders' consent, the Debtors will file a motion seeking Court authority to increase the OCP Monthly Cap or OCP Case Cap.

(vi) The Debtors shall be authorized to pay, without formal application to the Court by any OCP, 100% of the fees and reimbursable expenses to each of the OCPs retained pursuant to these OCP Compensation Procedures upon the OCP's submission to the Debtors of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses incurred after the Petition Date. While these chapter 11 cases are pending, the fees paid to each OCP set forth on the **Exhibit 1** to the Order, excluding costs and reimbursable expenses, may not exceed (x) an average of $30,000 per month on a rolling three month basis (the "OCP Monthly Cap"), or (y) $90,000 during the pendency of these chapter 11 cases (the "OCP Case Cap").

(vii) To the extent an OCP seeks compensation in excess of the applicable OCP Cap (the "Excess Fees") and the Senior Secured Holders consent to the payment of such Excess Fees, the OCP shall (a) file with the Court a *Notice of Fees in Excess of the OCP Cap* (the "Notice of Excess Fees") and an invoice setting forth, in reasonable detail, the nature of the services rendered and disbursements actually incurred and (b) serve the Notice of Excess Fees on the OCP Notice Parties. Parties in interest shall then have fourteen (14) days to object to the Notice of Excess Fees. If no objection is filed within fourteen (14) days, the Excess Fees shall be deemed approved, and the OCP may be paid 100% of its fees and 100% of its expenses without the need to file a fee application. If an objection is timely filed and such objection cannot be resolved by the parties within fourteen (14) days, the Debtors will schedule the matter for a hearing before the Court.

(viii) Beginning with the period ending on June 30, 2026, and in three-month increments thereafter while these chapter 11 cases are

pending (each, a "Quarter"), the Debtors shall file with the Court and serve on the OCP Notice Parties, no later than thirty (30) days after the conclusion of such Quarter, a statement with respect to each OCP paid during the immediately preceding Quarter (the "OCP Statement"). The OCP Statement shall include the following information with respect to each OCP: (a) the name of the OCP; (b) the aggregate amounts paid as compensation for services rendered and reimbursement of expenses incurred by the OCP during the reported Quarter; (c) all postpetition payments made to the OCP to date; and (d) a general description of the services rendered by the OCP. The initial OCP Statement shall cover the period beginning on the Petition Date and ending June 30, 2026, and shall be filed no later than July 31, 2026.

2. To the extent that any agreement between the Debtors and an OCP provides for the indemnification by the Debtors of such OCP in connection with the services that are the subject of this Motion (each such agreement, an "OCP Agreement"), such indemnification provisions are approved, subject to the following modifications, applicable during the pendency of these chapter 11 cases:

(i) The OCP shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided postpetition under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by this Court.

(ii) Notwithstanding anything to the contrary in the OCP Agreement, the Debtors shall have no obligation to indemnify the OCP, or provide contribution or reimbursement to the OCP, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the OCP's gross negligence, willful misconduct, fraud, self-dealing (if found to be applicable), bad faith, or breach of fiduciary duty (if any); (ii) for a contractual dispute in which the Debtors allege the breach of the OCP's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which this Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the OCP should not receive indemnity, contribution, or

reimbursement under the terms of the OCP Agreement as modified by this Court.

(iii) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these chapter 11 cases, the OCP believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the OCP Agreement (as modified by this Order), including the advancement of defense costs, the OCP must file an application therefor in this Court, and the Debtors may not pay any such amounts to the OCP before the entry of an order by this Court approving the payment. All parties in interest shall retain the right to object to any demand by the OCP for indemnification, contribution, or reimbursement. In the event that the OCP seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the OCP Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the OCP's own applications, both interim and final, but determined by this Court after notice and a hearing.

3. This Order shall not apply to any professional retained by the Debtors pursuant to a separate order of this Court.

4. Notwithstanding anything herein to the contrary, nothing in this Order shall prevent any party in interest from seeking a determination from this Court (a) requiring an OCP to file a separate retention application under sections 327(a) or 327(e) of the Bankruptcy Code or (b) altering the amount of the OCP Caps.

5. The Debtors shall not pay any OCP any amounts for invoiced fees or reimbursement of expenses (nor shall any OCP draw down any previously provided retainer or prepayment) until the applicable OCP has filed a Declaration of Disinterestedness with this Court and the applicable Objection Deadline has passed with no objections having been filed or, in the event an objection is filed, until such objection has been resolved or upon order of this Court.

6. Nothing in this Order shall preclude an OCP from subsequently seeking retention as an estate professional under sections 327 or 328 of the Bankruptcy Code.

7. Nothing in the Motion or this Order shall constitute or be deemed to constitute authorization for the Debtors to pay any prepetition amounts owed to any OCP.

8. Subject to paragraph 5 of this Order, to the extent any OCP holds a retainer paid by the Debtors prior to the Petition Date, such OCP shall apply the amount of such prepetition retainer to its fees for postpetition services prior to requesting payment from the Debtors under the OCP Compensation Procedures.

9. The entry of this Order and approval of the OCP Compensation Procedures does not affect or limit the Debtors', or any OCP Notice Parties' rights to dispute any invoice submitted by an OCP.

10. Notwithstanding anything to the contrary contained in the Motion or this Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors in any orders entered by this Court authorizing the Debtors' use of cash collateral (any such order, a "CC Order"), including, for the avoidance of doubt, any budget and the terms of any definitive documentation in connection therewith (the "CC Documents"). To the extent of any conflict (but solely to the extent of such conflict) between the terms of the Motion or this Order and the terms of any CC Order or any CC Documents, the terms of the CC Order or such CC Document, as applicable, will govern.

11. All notices given in accordance with the OCP Compensation Procedures shall be deemed sufficient and adequate notice and in full compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

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

13. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures are satisfied by such notice.

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

15. The Debtors are authorized to take all actions that are necessary and appropriate to effectuate the relief granted in this Order.

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

Signed: June 04, 2026

Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

Ordinary Course Professionals

Name	OCP Type	Services Provided
Davis Malm Attorneys	Legal	Legal Immigration Services

Exhibit 2

Form of Declaration of Disinterestedness

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)

DECLARATION OF DISINTERESTEDNESS OF [ENTITY] PURSUANT TO THE ORDER AUTHORIZING THE RETENTION AND COMPENSATION OF CERTAIN PROFESSIONALS USED IN THE ORDINARY COURSE OF BUSINESS

I, [Name], make this declaration (this "Declaration") under penalty of perjury:

1. I am a [Position] of [Company], located at [Street, City, State, Zip Code] (the "Company").

2. This declaration is submitted in connection with the order (the "OCP Order") of the United States Bankruptcy Court for the Southern District of Texas, dated ____.

3. The Company [is / is not] a legal services firm.

4. Ascend Elements, Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors"), have requested, and the Company has agreed, to continue to provide [specific description of services] services to the Debtors pursuant to section 327 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"). Additionally, the Debtors have requested, and the Company has rendered, the following services to the Debtors: [description of services].

[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.

5. The Company [does/does not] keep in the ordinary course of business time records in one-tenth-of-an-hour increments. [If the firm does not keep time in one-tenth-of-an-hour increments, explain how time records are kept.]

6. To the best of my knowledge, after due inquiry, neither I nor any professional employed by the Company is a relative of the United States Bankruptcy Judge assigned to the Debtors' chapter 11 cases, and the Company does not have any connection with the United States Bankruptcy Judge, the Office of the United States Trustee, or any other person employed by the Office of the United States Trustee that would render the Company's retention in these chapter 11 cases improper.

7. To the best of my knowledge, formed after due inquiry, neither I, the Company, nor any professional thereof has any connection with, or currently represents, any of the Debtors' creditors or other parties in interest with respect to the matters upon which it is to be engaged.

8. In addition, although unascertainable at this time, after due inquiry, by virtue of the magnitude of the Debtors' potential universe of creditors and the Company's clients, the Company may have in the past represented, currently represent, and may in the future represent entities and individuals that are creditors of the Debtors in matters entirely unrelated to the Debtors and their estates. The Company does not and will not represent any such entity in connection with the Debtors' chapter 11 cases and does not have any relationship with any creditor that would be adverse to the Debtors or their estates. I believe that the Company's representation of such entities in matters unrelated to the Debtors is not adverse to the Debtors' interests, or the interests of their creditors or estates in respect of the matters for which the Company will be engaged.

9. Neither I nor any principal, partner, director, officer of, or professional employed by, the Company has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Company.

10. Neither I nor any principal, partner, director, officer of, or professional employed by, the Company, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which the Company is to be employed.

11. The Debtors owe the Company $_____ for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532.

12. I understand that the amount owed by any of the Debtors to the Company for prepetition services will be treated as a general unsecured claim, and, as such, the Company may file a proof of claim.

13. I further understand that this Declaration will not suffice as the Company's proof of claim.

14. [**If the OCP has historically been provided a reasonable retainer or prepayment]**: The Debtors have historically paid the Company $_____ monthly in advance for their services. As of April 9, 2026, the Company held a retainer in the amount of $_____.

15. As of April 9, 2026, which was the date on which the Debtors commenced these chapter 11 cases, the Company [was/was not] party to an agreement for indemnification with certain of the Debtors. [A copy of such agreement is attached as **Exhibit 1** to this Declaration.]

16. **[If there is an indemnification agreement]:** Such agreement for indemnification (the "OCP Agreement") is subject to the following modifications, applicable during the pendency of the Debtors' chapter 11 cases:

a) The OCP shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the postpetition services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by the Court.

b) Notwithstanding anything to the contrary in the OCP Agreement, the Debtors shall have no obligation to indemnify the OCP, or provide contribution or reimbursement to the OCP, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the OCP's gross negligence, willful misconduct, fraud, self-dealing (if found to be applicable), bad faith, or breach of fiduciary duty (if any); (ii) for a contractual dispute in which the Debtors allege the breach of the OCP's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which the Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by the Court, after notice and a hearing, to be a claim or expense for which the OCP should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement as modified by the Court.

c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these chapter 11 cases, the OCP believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the OCP Agreement (as modified by the Order), including the advancement of defense costs, the OCP must file an application therefor in this Court, and the Debtors may not pay any such amounts to the OCP before the entry of an order by the Court approving the payment. All parties in interest shall retain the right to object to any demand by the OCP for indemnification, contribution, or reimbursement. In the event that the OCP seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the OCP Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the OCP's own applications, both interim and final, but determined by the Court after notice and a hearing.

17. The Company is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Company should discover any facts bearing on the matters described herein, the Company will supplement the information contained in this Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: _____, 2026

_____

[**Declarant]**