Fill in this information to identify the case:

Debtor 1 Ascend Elements, Inc.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 26-90440

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

AM Construction Inc. d/b/a AMCON Industrial
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

✓ No
Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Jackson Walker LLP c/o Zachary McKay Name	AMCON Industrial c/o Coleen Phillips Name
1401 McKinney Street, Suite 1900 Number Street	1375 Oakley Industrial Blvd Number Street
Houston TX 77010 City State ZIP Code	Fairburn GA 30213 City State ZIP Code
Contact phone (713) 752-4261	Contact phone (770) 251-4710
Contact email zmckay@jw.com	Contact email Coleen@amconindustrial.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**

✓ No
_ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

✓ No
Yes. Who made the earlier filing? _____

2690440260623000000000006

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
✓ No
Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 9,881,478.48 . **Does this amount include interest or other charges?**
*Plus interest, fees and all other amounts owed pursuant to applicable law or equity
No
✓ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Work, labor, materials, and equipment provided, per Addendum

9. **Is all or part of the claim secured?**
No
✓ Yes. The claim is secured by a lien on property.
Nature of property:
✓ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
Motor vehicle
✓ Other. Describe: All of the right, title and interest of the Property and Project
Basis for perfection: Recorded Mechanics' and Materialman's Lien Statement
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $____
Amount of the claim that is secured: $ 9,881,478.48
Amount of the claim that is unsecured: $ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $ 9,881,478.48
Annual Interest Rate (when case was filed)_____%
Fixed
Variable

10. **Is this claim based on a lease?**
✓ No
Yes. **Amount necessary to cure any default as of the date of the petition.** $____

11. **Is this claim subject to a right of setoff?**
✓ No
Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

✓ No

Yes. *Check one:*

	Amount entitled to priority
Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

✓ I am the creditor.

_ I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

_ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/23/2026
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name: Coleen Phillips
First name Middle name Last name

Title: Chief Financial Officer

Company: AMCON Industrial
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 1375 Oakley Industrial Blvd
Number Street

Fairburn GA 30213
City State ZIP Code

Contact phone (770) 251-4710 Email Coleen@amconindustrial.com

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)
Debtor.	§	
	§	

ADDENDUM TO SECURED PROOF OF CLAIM OF AM CONSTRUCTION INC. D/B/A AMCON INDUSTRIAL

AM Construction Inc. d/b/a AMCON Industrial ("Claimant") submits the following in support of its proof of claim (the "Proof of Claim"). This Addendum provides greater specificity as to the nature of Claimant's Claim (as defined below). Capitalized terms not defined herein shall have the meaning ascribed to them in the MSA (as defined below).

A. Background

1. On April 9, 2026 (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

2. In 2022, Claimant began performing work as a subcontractor to a prior general contractor at the Covington facility. Upon information and belief, Ascend Elements, Inc. ("Ascend") terminated its contract with the prior general contractor and sought to contract with Claimant directly. In May 2023, Claimant entered into a Professional Services Agreement (the "PSA") with Ascend, effective May 24, 2023, to provide labor, services and materials on the project known as Apex-0 located at 9176 Industrial Drive NE, Covington, Newton County, Georgia 30014 (the "Property"). The owner of the Property is Covington Industrial LLC (the "Landlord"), which leases the Property to Ascend. The PSA was structured on a Time & Materials, cost-plus basis.

3. On March 12, 2024, Claimant and Ascend entered into a Master Agreement for Construction Services (the "MSA"), which, except for certain existing open work orders, superseded the PSA. Pursuant to the MSA, Claimant agreed to serve as the general contractor for construction project services at the Apex-0 facility (the "Project"). The MSA was likewise structured on a Time & Materials, cost-plus basis.

4. Claimant performed work and furnished labor, materials, and equipment for the improvement of the Property pursuant to the PSA and MSA from 2022 through July 2, 2025.

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[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.

Despite Claimant's diligent performance, in or around the summer of 2024, Ascend began to fall significantly behind on payment of Claimant's invoices. At no point during this time did Ascend notify Claimant that it disputed any of Claimant's invoices pursuant to the dispute provisions of the MSA. Despite multiple formal demands for payment, including demands issued on August 22, 2024, and March 17, 2025, and a payment plan agreed to by the parties, Ascend failed to pay Claimant the amounts due and owing. The last date that labor, equipment, materials and/or other services were provided to the Property by Claimant was July 2, 2025.

5. Prior to the Petition Date, on August 8, 2025, Claimant filed a Complaint for Damages against Ascend in the Superior Court of Newton County, Georgia (Civil Action File No. SUCV2025002393), asserting claims for breach of contract, quantum meruit, and foreclosure of lien. The parties had previously attended mediation as required by the MSA, which was unsuccessful. The state court action is currently stayed pursuant to 11 U.S.C. § 362.

6. Also on August 8, 2025, Claimant properly filed and recorded a mechanics' and materialmen's lien (the "M&M Lien") in the Office of the Clerk of Superior Court, Newton County, Georgia (Book 306, Pages 221-223, Doc. No. L2025-007034), encumbering the leasehold estate for years and any other property interests held by Ascend Elements, Inc. in the Property, securing payment for labor, materials, equipment, and services furnished on the Project in the amount of $6,232,621.09 (the "Lien Amount"). A copy of the recorded M&M Lien is attached hereto as **Exhibit A**. The M&M Lien was properly recorded within 90 days after the completion of the work and the last date that materials or machinery were furnished, as required by O.C.G.A. § 44-14-361.1.

7. Claimant asserts that its M&M Lien is valid, perfected, and enforceable under Georgia law to secure payment to Claimant in the amount of $6,232,621.09, plus interest and all costs incurred in the enforcement of its M&M Lien, which continue to accrue. Claimant's claim includes unpaid amounts for work performed by Claimant, interest as permitted by O.C.G.A. § 7-4-2, attorney's fees, and costs. Interest accrued through the Petition Date brings Claimant's total secured claim to $9,881,478.48 (the "Indebtedness"). The total Indebtedness is calculated in detail on the spreadsheet attached hereto as **Exhibit B**.

8. As such, Claimant holds a valid secured claim totaling $9,881,478.48 against the leasehold estate and any other property interests held by Ascend Elements, Inc. in the Property, including but not limited to any personal property, leasehold improvements, tenant improvements, betterments, furniture, fixtures, trade fixtures, equipment, and contents.

9. The Indebtedness does not yet include post-petition interest, attorneys' fees, or costs, but to the extent that Claimant is oversecured, Claimant intends to amend and/or supplement this Proof of Claim and the Indebtedness amount to assert all such amounts as are allowed pursuant to 11 U.S.C. § 506(b). To the extent the value of the Property exceeds the value of Claimant's secured claim, the claim includes all rights to additional interest, fees, and damages in respect thereof.

B. Amendment to Proof of Claim

10. Claimant hereby reserves its right to amend or supplement this Proof of Claim from time to time to, among other things, recharacterize in any manner the claims set forth herein, refine amounts owing, and/or reflect any additional amounts owing from the Debtors, and to include herein any further relevant information.

NO ADMISSIONS AND RESERVATION OF RIGHTS

11. All exhibits are incorporated into this Addendum by reference, and this Addendum is incorporated into the Proof of Claim by reference. The Debtors should already be in possession of all documents and invoices in support of the Indebtedness. Documentation in support of this Proof of Claim is in the possession of Claimant. Such documentation and requests for further documentation or additional information should be directed to counsel for Claimant.

12. The assertion of the claim herein by Claimant is not a concession or admission as to the correct characterization or treatment of such claim, nor a waiver of any rights of Claimant. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Claimant's rights against any other entity or person liable for or any other source of recovery in connection with all or part of the claim; (b) a consent by Claimant to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Claimant; (c) a consent by Claimant to the treatment of any non-core claim against it as a core claim; (d) a waiver, release or limitation of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (e) a waiver of the right to move to withdraw the reference with respect to the subject matter of the claim or otherwise; (f) a waiver of any right to the subordination, in favor of Claimant, of indebtedness or liens held by other creditors of the Debtors; (g) an election of remedies that waives or otherwise affects any other remedies; (h) a waiver of defaults; (i) a waiver or limitation on any rights, remedies, claims, counterclaims, defenses (procedural or substantive) or interests, including any rights to claim specific assets or any other rights or rights of action that Claimant has or may have against the Debtors, the Landlord, any non-debtor obligor, or other entity or person liable for all or part of the claim described herein; (j) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable; (k) a waiver of any rights that Claimant may have pursuant to section 506(b) of the Bankruptcy Code; or (l) a waiver of any additional claims or other rights that Claimant may have against the Debtors.

13. Claimant, on behalf of itself, expressly: (a) reserves all legal, equitable and contractual rights against all parties (including the Debtors, the Landlord, or any other person that is or may become a debtor) with respect to the claim and otherwise and does not waive any right or remedy of Claimant, including without limitation any right to any security held by or for it, or any right to claim an interest in specific assets or any other rights or causes of action that it has or may have against the Debtors, the Landlord, or any other person or persons, and expressly reserves all such rights; (b) reserves the right to file additional proofs of claim and to amend, supplement or modify this Proof of Claim in any respect and at any time, including without limitation by (i) specifying the dollar amount of any part of the claim that is not stated in specific amounts herein, (ii) specifying the amount of fees, costs, and charges owed to Claimant to the extent not set forth herein, (iii) specifying additional interest, fees, costs, or charges arising prior or subsequent to the

date of confirmation of any plan of reorganization, or (iv) restating the amount of any portion of the claim; and (c) reserves the right to assert that all or any part of the claim described herein is a postpetition administrative expense entitled to priority under sections 503, 507(a)(2) and 507(b) of the Bankruptcy Code, including, but not limited to, costs and expenses (including attorneys' fees and disbursements) incurred by Claimant that remain unpaid.

14. Without limiting the generality of the foregoing, nothing in this Proof of Claim or any action taken by Claimant in connection with the Debtors' bankruptcy cases, including, without limitation, the filing of this Proof of Claim, participation in any sale process under 11 U.S.C. § 363, any credit bid submitted by Claimant, any consent or objection (or absence thereof) with respect to any bid or sale, or any distribution received from the Debtors' estates, shall be deemed to constitute a release, waiver, impairment, satisfaction, or discharge of, or an election of remedies with respect to, any and all claims, rights, and remedies that Claimant holds or may hold directly against the Landlord, whether arising under applicable lien statutes, bond claims, or otherwise at law or in equity. Claimant expressly reserves all such claims, rights, and remedies against the Landlord in full, without limitation.

15. To the extent that the Debtors assert any claims against Claimant, Claimant reserves its rights to assert that any such claim is subject to rights of setoff and/or recoupment, whether or not arising under the transactions set forth in this Proof of Claim, which rights are treated as secured claims under the Bankruptcy Code, or state and federal laws of similar import as well as in equity.

16. Nothing in this Proof of Claim shall be deemed an admission by Claimant. Claimant expressly reserves the right to withdraw all or any part of the claim as if it had never been filed. No judgment has been rendered on the claims set forth in this Proof of Claim.

EXHIBIT A

BK: 306 PG: 221-223
Filed and Recorded
08-08-2025 10:56 AM
DOC# L2025-007034

STEPHANIE FINNIE
CLERK OF SUPERIOR COURT
NEWTON COUNTY

After recording, return to:
AM Construction d/b/a Amcon Industrial
Linda Lilly
1375 Oakley Industrial Blvd
Fairburn, GA 30213

CLAIM OF LIEN ON LEASEHOLD ESTATE AND INTERESTS

STATE OF GEORGIA
COUNTY OF NEWTON

AM Construction Inc. d/b/a AMCON Industrial ("Lienor"), a general contractor, who was hired by Ascend Elements, Inc. to engage in the business of improving real estate by furnishing labor and materials, claims a lien in the amount of $6,232,621.09 (Six Million Two Hundred Thirty-Two Thousand Six Hundred Twenty-One Dollars and Nine Cents) plus interest as provided by law on the leasehold estate for years and any other property interests held by **Ascend Elements, Inc.** the lessee, in certain buildings and/or structures and in the premises or real estate upon which such are erected or built described as 9172 Industrial Drive NE, Covington, Georgia 30014, Land Lot 273, 9th District, Newton County, State of Georgia, and detailed more specifically on that legal description attached as **Exhibit "A,"** for satisfaction of a claim which became due on or after July 2, 2025 which is the last date that labor, equipment, materials and/or other services were provided to said property by Lienor. The Owner of said premises or real estate is **Covington Industrial LLC.**

THIS CLAIM OF LIEN EXPIRES AND IS VOID 395 DAYS FROM THE DATE OF FILING OF THE CLAIM OF LIEN IF NO NOTICE OF COMMENCEMENT OF LIEN ACTION IS FILED IN THAT TIME PERIOD.

PURSUANT TO O.C.G.A. §44-14-368, THE OWNER OF THE REAL PROPERTY DESCRIBED HEREIN, OR THE OWNER'S AGENT OR ATTORNEY, OR THE CONTRACTOR'S AGENT OR ATTORNEY SHALL HAVE THE RIGHT TO ELECT TO CONTEST THIS LIEN AND SHORTEN THE TIME PRESCRIBED IN WHICH TO COMMENCE A LIEN ACTION TO ENFORCE THIS CLAIM OF LIEN BY RECORDING IN THE SUPERIOR COURT CLERK'S OFFICE A NOTICE OF CONTEST OF LIEN, ALL AS PROVIDED FOR IN O.C.G.A. § 44-14-368.

This claim of lien is filed for record, pursuant to the provisions of O.C.G.A. §§ 44-14-360 et seq. within 90 days after the completion of the work or within 90 days after the material or machinery is furnished.

This the 8th day of August, 2025.

AM Construction, Inc.

Linda Lilly

By: Linda Lilly
Its: Accounting Specialist

PAMELA HANLEY
Notary Public, Georgia
Cobb County
My Commission Expires
February 09, 2027

Sworn to and subscribed before me Linda Lilly this 8th day of August, 2025

Notary Public _____ My Commission Expires: February 09, 2027

EXHIBIT A

[Legal Description]

All that tract or parcel of land lying and being in Land Lot 273 of the 9th District, City of Covington, Newton County, Georgia and being more particularly described as follows:

Commencing at a right of way monument found at the intersection of the westerly side of the right of way of Alcovy Road (a variable right of way) and the southerly side of the right of way of Interstate 20 Limited Access Highway (a variable right of way), thence running easterly along the southerly side of the right of way of Interstate 20 Limited Access Highway a distance of 485.02' to a ½" rebar set at the **TRUE POINT OF BEGINNING** (the above referenced distance is more particularly described by the following six (6) courses and distances: North 88 degrees 02 minutes 13 seconds East a distance of 114.40 feet to a right of way monument found; thence along a curve to the left an arc length of 115.20 feet, said curve having a radius of 248.00' and a chord bearing of North 79 degrees 14 minutes 54 seconds East and a chord distance of 114.16 feet to a right of way monument found; thence North 66 degrees 33 minutes 04 seconds East a distance of 126.11 feet to a right of way monument found; thence North 87 degrees 17 minutes 25 seconds East a distance of 48.21 feet to a right of way monument found; thence North 53 degrees 54 minutes 44 seconds East a distance of 30.61 feet to a right of way monument found; thence North 81 degrees 31 minutes 01 seconds East a distance of 50.49 feet to an iron pin set at the **TRUE POINT OF BEGINNING**). From point **TRUE POINT OF BEGINNING** thus established continue along the southerly side of the right of way of Interstate 20 Limited Access Highway North 81 degrees 48 minutes 47 seconds East a distance of 165.76 feet to a nail set; thence continuing along the southerly side of said right of way North 89 degrees 37 minutes 14 seconds East a distance of 462.40 feet to a right of monument found; thence continuing along the southerly side of said right of way South 89 degrees 06 minutes 22 seconds East a distance of 455.76 feet to a right of way monument found at the intersection of the southerly side of the right of way of Interstate 20 Limited Access Highway and the southerly side of the right of way of Industrial Drive (a 60' right of way); thence running along the southerly side of the right of way of Industrial Drive North 89 degrees 53 minutes 43 seconds East a distance of 13.31 feet to a ½" rebar found; thence leaving the southerly side of the right of way of Industrial Drive South 00 degrees 09 minutes 59 seconds West a distance of 705.16 feet to a ½" rebar found; thence North 74 degrees 07 minutes 51 seconds East a distance of 645.09 feet to a rock found; thence South 27 degrees 41 minutes 45 seconds East a distance of 169.19 feet to an iron pin set; thence South 09 degrees 20 minutes 10 seconds West a distance of 207.97 feet to an iron pin set on the northwesterly side of the right of way of the Georgia Railroad (a 200' right of way); thence running along the northwesterly side of said Georgia Railroad right of way South 50 degrees 33 minutes 00 seconds West a distance of 872.57 feet to a ½" rebar found at the intersection of the northwesterly side of said Georgia Railroad right of way with the northeasterly line of property now or formerly owned by CSX Railroad; thence leaving the northwesterly side of said Georgia Railroad right of way and running northwesterly along the northeasterly boundary line of adjacent property now or formerly owned by CSX Railroad the following courses and distances: along the northeasterly boundary line

of the adjacent property now or formerly owned by CSX Railroad along a curve to the right an arc length of 559.93 feet, said curve having a radius of 557.35' and a chord bearing of North 73 degrees 54 minutes 17 seconds West and a chord distance of 536.68 feet to a point; North 47 degrees 09 minutes 42 seconds West a distance of 19.33 feet to a point; North 45 degrees 40 minutes 29 seconds West a distance of 98.45 feet to a point; North 45 degrees 14 minutes 27 seconds West a distance of 99.85 feet to a point; North 40 degrees 53 minutes 24 seconds West a distance of 188.34 feet to a ½" rebar found; thence leaving said northeasterly boundary line of the adjacent property now or formerly owned by CSX Railroad North 89 degrees 56 minutes 41 seconds West a distance of 28.58 feet to a point in the centerline of a railroad spur line; thence North 35 degrees 18 minutes 32 seconds West a distance of 205.51 feet to a ½" rebar found; thence North 01 degrees 04 minutes 15 seconds East a distance of 272.97 feet to a 2" brass disc found; thence South 85 degrees 05 minutes 55 seconds West a distance of 56.44 feet to an iron pin set; thence North 05 degrees 10 minutes 29 seconds West a distance of 209.58 feet to a 2" brass disc found; thence South 88 degrees 22 minutes 36 seconds West a distance of 71.40 feet to a 2" brass disc found; thence North 00 degrees 19 minutes 08 seconds West a distance of 332.71 feet to an iron pin set on the southerly side of the right of way of Interstate 20 Limited Access Highway at the **TRUE POINT OF BEGINNING.**

Commonly known as 9172 Industrial Drive, Covington, Georgia.

Together with the rights, easements, privileges and obligations appurtenant to the above described land created and established under that certain Reciprocal Easement Agreement by and between Pactiv Corporation and Tyco Plastics, LP, dated as of May 28, 2002, recorded in Deed Book 1232, Page 550, Newton County, Georgia Records.

Said tract or parcel, containing approximately 1,628,755 square feet or 37.39 acres, is more accurately shown on that certain ALTA/ACSM Land Title Survey, dated November 13, 2014, prepared for IPA Covington, LLC, Atlantic Capital Bank and Chicago Title Insurance Company, by Travis Pruitt & Associates, Inc., last revised December 10, 2014.

EXHIBIT B

Job No	Job Name	Work Order #	Invoice No	Invoice Description	Inv Date	0 - 1 days	2 - 31 days	32 - 61 days	62 + days	Age	Due Date
1010	ASCEND AUDIT CHARGES	N/A	25019	LOT TOOL BACK CHARGE	5/20/2025	-	-	-	861,583.00	323	5/20/2025
1010	ASCEND AUDIT CHARGES	N/A	25020	INTEREST FEES THRU 06.11.25	6/11/2025	-	-	-	1,110,362.15	271	7/11/2025
1010	ASCEND AUDIT CHARGES	N/A	25021	LUMP SUM WORK COMPLETE	6/11/2025	-	-	-	433,621.00	271	7/11/2025
1010	ASCEND AUDIT CHARGES	N/A	25088	INTEREST CHARGES 6.11-7.28.25	7/28/2025	-	-	-	125,757.87	224	8/27/2025
1010	ASCEND AUDIT CHARGES	N/A	25302	INTEREST 7.28.25 - 11.13.25	11/13/2025	-	-	-	246,975.22	116	12/13/2025
1010	ASCEND AUDIT CHARGES	N/A	25599	CREDIT FOR SALES TAX ADJ INTER	4/8/2026	(27,543.73)	-	-	-	-30	5/8/2026
1010	ASCEND AUDIT CHARGES	N/A	25600	INTEREST THRU 03.30.26	4/8/2026	292,686.82	-	-	-	-30	5/8/2026
				Job Total	3,043,442.33	265,143.09	-	-	2,778,299.24		
10-23115	Rental Equipment	1	24665	16M01A LI ROASTING MECH & EQUI	1/8/2025	-	-	-	25,897.18	425	2/7/2025
10-23115	Rental Equipment	1	24723	RENTAL EQ JANUARY 2025	1/31/2025	-	-	-	72,507.73	402	3/2/2025
10-23115	Rental Equipment	1	24777	FEB 2025 T&M BILLING	3/10/2025	-	-	-	34,031.97	364	4/9/2025
10-23115	Rental Equipment	1	24822	MAR 2025 T&M	3/27/2025	-	-	-	29,992.84	347	4/26/2025
10-23115	Rental Equipment	1	24906	APRIL 2025 T&M BILLING	5/5/2025	-	-	-	21,249.15	308	6/4/2025
10-23115	Rental Equipment	1	24986	MAY 2025 T&M	6/11/2025	-	-	-	5,575.99	271	7/11/2025
				Job Total	189,254.86	-	-	-	189,254.86		
10-23116	General Facilities Ma	1	24312-A	T&M Billing June 2024	6/27/2024	-	-	-	125,073.26	620	7/27/2024
10-23117	Site Management	1	24667	December 2024 T&M	1/8/2025	-	-	-	25,529.72	425	2/7/2025
10-23117	Site Management	1	24724	SITE MGMT - JAN 2025	1/31/2025	-	-	-	107,217.99	402	3/2/2025
10-23117	Site Management	1	24778	FEB 2025 T&M BILLING	3/10/2025	-	-	-	85,646.53	364	4/9/2025
10-23117	Site Management	1	24824	MAR 2025 T&M	3/27/2025	-	-	-	72,417.12	347	4/26/2025
10-23117	Site Management	1	24907	APRIL 2025 T&M BILLING	5/5/2025	-	-	-	26,526.88	308	6/4/2025
10-23117	Site Management	1	24989	MAY 2025 T&M	6/11/2025	-	-	-	4,891.04	271	7/11/2025
				Job Total	322,229.28	-	-	-	322,229.28		
10-23162	16M01A Li Roast Mec Eq Set T&M	1	24663	December 2024 T&M	1/8/2025	-	-	-	81,859.00	425	2/7/2025
10-23162	16M01A Li Roast Mec Eq Set T&M	1	24721	LITHIUM - JAN 2025	1/31/2025	-	-	-	1,879,555.01	402	3/2/2025
10-23162	16M01A Li Roast Mec Eq Set T&M	1	24775	FEB 2025 T&M BILLING	3/10/2025	-	-	-	424,610.43	364	4/9/2025
10-23162	16M01A Li Roast Mec Eq Set T&M	1	24820	MAR 2025 T&M	3/27/2025	-	-	-	121,262.33	347	4/26/2025
10-23162	16M01A Li Roast Mec Eq Set T&M	1	24904	APRIL 2025 T&M BILLING	5/5/2025	-	-	-	176,387.94	308	6/4/2025
10-23162	16M01A Li Roast Mec Eq Set T&M	1	24987	MAY 2025 T&M	6/11/2025	-	-	-	151,412.24	271	7/11/2025
				Job Total	2,835,086.95	-	-	-	2,835,086.95		
10-24028	PCAM Production Line (Mech)	14	24668	December 2024 T&M	1/8/2025	-	-	-	158,233.10	425	2/7/2025
10-24028	PCAM Production Line (Mech)	14	24725	PCAM JAN 2025	1/31/2025	-	-	-	36,595.34	402	3/2/2025
10-24028	PCAM Production Line (Mech)	14	24779	FEB 2025 T&M BILLING	3/10/2025	-	-	-	1,015,853.93	364	4/9/2025
10-24028	PCAM Production Line (Mech)	14	24825	MAR 2025 T&M	3/27/2025	-	-	-	579,449.10	347	4/26/2025
10-24028	PCAM Production Line (Mech)	14	24908	APRIL 2025 T&M BILLING	5/5/2025	-	-	-	267,114.83	308	6/4/2025
10-24028	PCAM Production Line (Mech)	14	24990	MAY 2025 T&M	6/11/2025	-	-	-	149,791.13	271	7/11/2025
10-24028	PCAM Production Line (Mech)	14	25030	June 2025	6/26/2025	-	-	-	9.07	256	7/26/2025
10-24028	PCAM Production Line (Mech)	14	25037	July 2025	7/10/2025	-	-	-	36,163.75	242	8/9/2025
10-24028	PCAM Production Line (Mech)	14	25039	July 2025	7/10/2025	-	-	-	1,950.00	242	8/9/2025
10-24028	PCAM Production Line (Mech)	14	25040	July 2025	7/10/2025	-	-	-	60,990.00	242	8/9/2025
10-24028	PCAM Production Line (Mech)	14	25042	July 2025	7/11/2025	-	-	-	343,225.00	241	8/10/2025
10-24028	PCAM Production Line (Mech)	14	25078	JULY 2025 LABOR	7/22/2025	-	-	-	17,236.72	230	8/21/2025
				Job Total	2,666,611.97	-	-	-	2,666,611.97		
10-24083	General Facilities Maint	14	24666	December 2024 T&M	1/8/2025	-	-	-	14,391.52	425	2/7/2025
20-23162	16M01A-LI Roasting Duct Bank	1	24664	December 2024 T&M	1/8/2025	-	-	-	121,134.20	425	2/7/2025
20-23162	16M01A-LI Roasting Duct Bank	1	24722	LI - JANUARY 2025	1/31/2025	-	-	-	95,274.27	402	3/2/2025
20-23162	16M01A-LI Roasting Duct Bank	1	24776	FEB 2025 T&M BILLING	3/10/2025	-	-	-	86,190.09	364	4/9/2025
20-23162	16M01A-LI Roasting Duct Bank	1	24821	MAR 2025 T&M	3/27/2025	-	-	-	61,309.66	347	4/26/2025
20-23162	16M01A-LI Roasting Duct Bank	1	24905	APRIL 2025 T&M BILLING	5/5/2025	-	-	-	29,046.23	308	6/4/2025
20-23162	16M01A-LI Roasting Duct Bank	1	24985	MAY 2025 T&M	6/11/2025	-	-	-	18,153.71	271	7/11/2025
				Job Total	411,108.16	-	-	-	411,108.16		
20-24028	PCAM Production Line (Elec)	14	24669	December 2024 T&M	1/8/2025	-	-	-	95,095.25	425	2/7/2025
20-24028	PCAM Production Line (Elec)	14	24726	PCAM - JAN 2025	1/31/2025	-	-	-	35,333.30	402	3/2/2025
20-24028	PCAM Production Line (Elec)	14	24780	FEB 2025 T&M BILLING	3/10/2025	-	-	-	84,794.31	364	4/9/2025
20-24028	PCAM Production Line (Elec)	14	24826	MAR 2025 T&M	3/27/2025	-	-	-	59,057.29	347	4/26/2025
				Job Total	274,280.15	-	-	-	274,280.15		
				Grand Total	**9,881,478.48**	**265,143.09**	**-**	**-**	**9,616,335.39**		