Fill in this information to identify the case:

Debtor Ascend Elements, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 26-90440

Modified Official Form 410
Proof of Claim

04/25

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 or 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?**

Crum and Forster Specialty Insurance Company

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)
See summary page	
Contact phone 9735610468	Contact phone
Contact email sydney.darling@cfins.com	Contact email

Uniform claim identifier (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?

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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?** $ 100,000.00 . **Does this amount include interest or other charges?**

☑ 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.

See Addendum

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

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: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

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: See Addendum

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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 all that apply:*

	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 $3,800* 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 $17,150*) 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 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

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)(3) 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 acknowledgement 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 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 07/20/2026
MM / DD / YYYY

/s/Sydney J. Darling
Signature

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

Name: Sydney J. Darling
First name Middle name Last name

Title: AVP and Asst. Chief Counsel

Company: Crum and Forster Specialty Insurance Company
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone Email



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Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 927-7078 | International (310) 751-2651

Debtor:
26-90440 - Ascend Elements, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
Crum and Forster Specialty Insurance Company
Sydney J. Darling, Esq.
305 Madison Avenue

Morristown, NJ, 07960
United States
Phone:
9735610468
Phone 2:
Fax:
Email:
sydney.darling@cfins.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
See Addendum

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
100,000.00

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
Yes, See Addendum

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Sydney J. Darling on 20-Jul-2026 1:55:33 p.m. Pacific Time
Title:
AVP and Asst. Chief Counsel
Company:
Crum and Forster Specialty Insurance Company

VN: 3D7FF872615CCB9E992A207AD6CAD2F2

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)*

ADDENDUM IN SUPPORT OF THE CLAIM

Crum & Forster Specialty Insurance Company ("Claimant"), in support of its claim against Ascend Elements, Inc., *et al.* (the "Debtors"), state as follows:

As further set forth below, Claimant's claim is based on liabilities of the Debtors which are or may become due pursuant to an insurance policy that Claimant issued to the Debtors.

Background and Procedural History

1. On April 9, 2026 (the "Petition Date"), the Debtors filed their voluntary petitions for relief under chapter 11 of Title 11 of the United States Code.

2. Prior to the Petition Date, the Debtors arranged to and did obtain, the following insurance policy (the "Policy")[2] from the Claimant: Private Company Platinum Protection Policy No. PCF108416 effective June 15, 2025 through June 15, 2026.

3. Prior to the expiration of the policy, the reporting period was extended through September 15, 2026.

[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] The Policy is not attached to this Proof of Claim as it is voluminous and may contain confidential information. The Policy will be made available to interested parties upon request, subject to an appropriate confidentiality agreement(s), as applicable.

4. There is no current premium balance due on the Policy; however, the Policy is subject to a $100,000 retention obligation for coverage B and C claims, to the extent any such claims are filed under the Policy.

5. Claimant expressly asserts and preserves its position that no obligation of Claimant to indemnify, defend, advance defense costs, or make any payment of any kind under the Policy arises, attaches, or becomes due unless and until the applicable retention has been fully satisfied by the Debtors (or any other party obligated to satisfy the retention) through actual payment of covered loss and/or defense costs. The retention is a condition precedent to Claimant's obligations under the Policy.

6. Claimant further asserts and preserves its position that the retention obligation is not, and shall not be deemed to be, satisfied, discharged, reduced, waived, or otherwise altered by operation of the Debtors' bankruptcy, including without limitation by reason of any discharge, distribution, plan of reorganization, confirmation order, insolvency, or the Debtors' inability or failure to fund or pay the retention. Consistent with the terms of the Policy, the bankruptcy or insolvency of an insured shall not relieve Claimant of any obligations nor deprive Claimant of any of its rights or defenses under the Policy. No such event shall be construed to trigger, accelerate, or expand Claimant's obligations under the Policy or to shift any Retention obligation to Claimant, except to the extent, if any, expressly required by the terms of the Policy.

The Claim

7. In the event that Claimant is at any time required, compelled, or otherwise caused to fund, advance, pay, or "drop down" to satisfy all or any portion of the unsatisfied retention, such payment shall not constitute a waiver of, and shall be made expressly subject to and without prejudice to, Claimant's position that the insureds bear the retention uninsured and at their own

risk. In such event, Claimant expressly reserves and asserts a claim against the Debtors and their estates for reimbursement, indemnification, contribution, subrogation, setoff, and/or recoupment of any and all amounts so paid or advanced, together with any attorneys' fees, costs, and expenses incurred in connection therewith. Any such claim is asserted as a secured claim to the extent of Claimant's setoff and recoupment rights, and as an administrative priority claim to the extent any such obligation is deemed to have arisen post-petition. Nothing herein shall constitute a waiver, modification, or admission of any obligation on the part of Claimant to drop down, advance, or pay any portion of the Retention.

Reservation of Rights

8. Nothing contained in this Proof of Claim shall constitute a waiver of (i) the right to have final orders in non-core matters entered only after de novo review by a District Court Judge (ii) the right to trial by jury in any proceeding triable in this case or any case, controversy, or proceedings related to this case; (iii) the right to have the District Court withdraw the reference in any matter subject to mandatory or discretionary abstention; (iv) any objection to the jurisdiction or venue of this Court; (v) an election of remedy; (vi) the right to amend this Proof of Claim; (vii) the right to assert claims for attorneys' fees and costs which may accrue or have accrued; and/or (viii) any other right, claim, defense, action, setoff, or recoupment, in law or in equity, under any agreement, all of which are expressly reserved.

9. Nothing in this Proof of Claim (including, without limitation, statements as to the amount of Claimant's secured and/or unsecured or deficiency claim) shall constitute an admission of any fact or matter, and Claimant reserves all its rights and positions in any manner relating thereto. Claimant further reserves all rights, claims, and defenses regarding claims made against

the Policy. Nothing herein shall be deemed an admission with respect to such claims nor shall anything herein be construed as a waiver of any of Claimant's rights, claims or defenses.

10. Claimant reserves all of its rights pursuant to the Policy, at law, and in equity, none of which have been waived in whole or in part. Claimant also reserves the right to amend and/or supplement this Proof of Claim. Claimant reserves its right to file one or more separate claims for administrative expenses in this case.

11. This Proof of Claim is filed as a separate claim from other claims that may be filed by or on behalf of Claimant or any of its affiliates against the Debtors, and does not replace or supersede such other claims.