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, Andrew D. Myers, make this declaration (this "Declaration") under penalty of perjury:

1. I am a shareholder and director of Davis, Malm & D'Agostine, P.C., located at 255 State Streett, Boston, MA 02109 (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 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 legal 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").

5. The Company does keep in the ordinary course of business time records in one-tenth-of-an-hour increments.

[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.

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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 $0.00 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 $0.00 monthly in advance for their services. As of April 9, 2026, the Company held an advance in the amount of $13,125.00 principally to cover expected out-of-pocket expenses related to immigration matters.

15. As of April 9, 2026, which was the date on which the Debtors commenced these chapter 11 cases, the Company was not a party to an agreement for indemnification with certain of the Debtors.

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: August 13, 2026

DAVIS, MALM & D'AGOSTINE, P.C.

By: _____
Andrew D. Myers

[Declarant]