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 administrative claim

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?

2690440261008000000000003

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?** $ 105,000.00 . **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.

administrative claim

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: _____

26904402610080000000000003

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)(c) that applies.	$ 105,000.00

* 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.

$ 105,000.00

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 10/08/2026
MM / DD / YYYY

/s/Sydney J. Darling, Esq.
Signature

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

Name: Sydney J. Darling, Esq.
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 _____

2690440261008000000000003

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
administrative claim
Sydney J. Darling, Esq.
305 Madison Avenue
Morristown , New Jersey, 07960
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:
administrative claim

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
105,000.00

Includes Interest or Charges:
No

Has Priority Claim:
Yes

Priority Under:
11 U.S.C. §507(a)(c): 105,000.00

Has Secured Claim:
No
Amount of 503(b)(9):
Yes: 105,000.00
Based on Lease:
No
Subject to Right of Setoff:
No

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

Submitted By:
Sydney J. Darling, Esq. on 08-Oct-2026 11:34:00 a.m. Pacific Time
Title:
AVP and Asst. Chief Counsel
Company:
Crum and Forster Specialty Insurance Company

VN: 521478963D4029C6AE7E3982B45810F4

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 ADMINISTRATIVE CLAIM

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

As further set forth below, Claimant's administrative 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.

[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.

3. After the Petition Date by prior to the expiration of the Policy, the Policy was extended through September 15, 2026.

4. After the Petition Date but prior to the expiration of the Policy, the reporting period was extended by endorsement ("Endorsement No. 42 & 44") for an additional six (6) years. *See* **Exhibit A**.

5. In consideration for the additional coverage provided by Endorsement No. 42 & 44, an additional premium in the gross amount of $105,000 was charged post-petition.

6. Internal billing records reflected that the $105,000 premium is due on October 15, 2026 and has not yet been paid.

7. The premium obligation described above arose after the Petition Date and relates to insurance coverage and/or policy modifications provided to or maintained for the benefit of the Debtors during the pendency of these chapter 11 cases.

8. 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 Administrative Claim

9. The premium obligation described above arose after the Petition Date and relates to insurance coverage and/or policy modifications provided to or maintained for the benefit of the Debtors during the pendency of these chapter 11 cases.

10. Claimant further asserts that any and all post-petition premiums, charges, fees, costs, interest, and other amounts that became due or may become due under the Policy, including as a result of any endorsement, extension, reporting period, run-off period, or other coverage-related transaction, constitute administrative expenses to the extent allowed by law.

11. Accordingly, this claim is asserted as an administrative proof of claim for amounts that became due or may become due post-petition, including, without limitation, the currently identified $105,000 premium obligation due October 15, 2026.

12. Claimant files this Proof of Claim in order to preserve its rights with respect to all such post-petition obligations and to avoid any argument that such amounts are waived, discharged, or otherwise barred.

Reservation of Rights

13. 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.

14. 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.

15. 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.

16. 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.

EXHIBIT A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Ascend Elements, Inc.		Endorsement Number: 42
Policy Number: PCF-108416	Policy Period: 06/15/2025 to 09/15/2026	Effective Date of Endorsement: 09/08/2026
Insurer: Crum & Forster Specialty Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

RUN-OFF & STRADDLE ENDORSEMENT (SUCCESSOR-IN-INTEREST) (BANKRUPTCY TRIGGER)

In consideration of an Additional Premium charged, it is agreed that the following selected **Liability Coverage Parts** of this Policy are amended as follows:

☒ Directors & Officers Liability Coverage Part
☒ Employment Practices Liability Coverage Part
☐ Fiduciary Liability Coverage Part

1. The General Terms and Conditions Declarations is amended to add the following:

Run-Off Date	Run-Off Period	Additional Premium
As defined in Paragraph 10. below	6 years after the **Run-Off Date**	$ 105,000

2. Section V., Extended Reporting Period, of the General Terms and Conditions is deleted in its entirety. Any and all references to an Extended Reporting Period in the General Terms and Conditions and the **Liability Coverage Parts** are deleted. The Insurer will not be required to renew the **Liability Coverage Parts** after expiration.

3. Section XIII., Changes in Exposure, of the General Terms and Conditions is deleted in its entirety.

4. Section XVII., Termination of the Policy, of the General Terms and Conditions shall be amended to include the following:

   Notwithstanding anything to the contrary in this Section, this Policy, solely with respect to the **Liability Coverage Parts**, may not be terminated for any reason other than non-payment of premium after the **Run-Off Date**. To the fullest extent permitted by law, the entire premium will be deemed fully earned as of the **Run-Off Date**.

5. Section I., Insuring Clauses (B) and (C) of the Directors & Officers Liability Coverage Part, if purchased, shall be deleted and replaced with the following:

   Insuring Clause (B): Individual Indemnified Liability Coverage

   The **Insurer** shall pay, on behalf of an **Insured Organization** or the **Successor in Interest**, **Loss** on account of a **Claim** first made against an **Insured Person** during the **Policy Period** or **Run-Off Period** to the extent the **Insured Organization** or the **Successor in Interest** indemnifies the **Insured Person** for such **Loss** as permitted or required by law.

   Insuring Clause (C): Entity Liability Coverage

   The **Insurer** shall pay, on behalf of an **Insured Organization** or the **Successor in Interest**, **Loss** on account of a **Claim** first made against the **Insured Organization** during the **Policy Period** or **Run-Off Period**.

6. Section I., Insuring Clauses (A) and (B) of the Employment Practices Liability Coverage Part, if purchased, shall be deleted and replaced with the following:

   Insuring Clause (A): Employment Practices Liability Coverage

   The **Insurer** shall pay, on behalf of an **Insured** or the **Successor in Interest**, **Loss** on account of an **Employment Claim** first made against the **Insured** during the **Policy Period** or **Run-Off Period**, provided the **Insurer's** Maximum Limit of Liability for this Insuring Clause (A) shall be the Limit of Liability set forth in Item 3. for Employment Practices Liability Coverage.

   Insuring Clause (B): Third Party Liability Coverage

   The **Insurer** shall pay, on behalf of an **Insured** or the **Successor in Interest**, **Loss** on account of a **Third Party Claim** first made against the **Insured** during the **Policy Period** or **Run-Off Period**, provided the **Insurer's** Maximum Limit of Liability for this Insuring Clause (B) shall be the Limit of Liability set forth in Item 3. for Third Party Liability Coverage.

7. Section I., Insuring Clause (A) of the Fiduciary Liability Coverage Part, if purchased, shall be deleted and replaced with the following:

   Insuring Clause (A): Fiduciary Liability Coverage

   The **Insurer** shall pay, on behalf of an **Insured** or the **Successor in Interest**, **Loss** on account of a **Claim** first made against the **Insured** during the **Policy Period** or **Run-Off Period**, for a **Wrongful Act** by the **Insured** or by any natural person for whose **Wrongful Acts** the **Insured** is legally liable.

8. The Exclusions Sections of the **Liability Coverage Parts** shall be amended to include the following Exclusions:

   - No coverage will be available under this Coverage Part for **Loss** on account of any C**laim** based upon, arising from, or in consequence of any fact, circumstance, or **Wrongful Act** committed, attempted, or allegedly committed or attempted on or after the **Run-Off Date**; provided, however, this exclusion will not apply to:

     1. any **Claim** for any **Wrongful Acts** occurring after the **Run-Off Date** which are directly related to **Wrongful Acts** that first occurred prior to the **Run-Off Date**, which will be deemed to have occurred prior to the **Run-Off date**. **Wrongful Acts** which are based upon, arising from or in consequence of the same, related or series of facts, circumstances, situations, transactions or events will be deemed directly related; or

     2. **Wrongful Acts** committed or allegedly committed by the **Insured** in connection with **Windup Activities**.

   - No coverage will be available under this Coverage Part for **Loss** on account of any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed or attempted by the **Successor in Interest**.

9. Solely with respect to the coverage provided by this endorsement, any payments or indemnification made by the **Successor in Interest** will be recognized by the **Insurer** as if such payment was made by the **Insured Organization**.

10. Solely with respect to the coverage provided by this endorsement, the following definitions shall apply:

    - **Run-Off Date** means the earliest of the following:

      1. the effective date of the **Named Insured's** emergence from Chapter 11 bankruptcy, as set forth in the Order issued by the United States Bankruptcy Court, a copy of which must be provided to the **Insurer** by the **Named Insured**; or

      2. the expiration date of the **Policy Period**, as may be extended by agreement between the **Named Insured** and the **Insurer**.

- **Successor in Interest** means legal entity of the **Named Insured** upon emergence from bankruptcy.

- **Windup Activities** means those acts, transactions or other dealings performed to wind up the affairs, business and operations of Ascend Elements, Inc., including, but not limited to, the process of paying any outstanding creditors, settling the accounts and distributing any remaining assets to the appropriate parties, which occurs immediately prior to the time Ascend Elements, Inc. ceases to exist.

All other terms, conditions and limitations of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Ascend Elements, Inc.		Endorsement Number: 44
Policy Number: PCF-108416	Policy Period: 06/15/2025 to 09/15/2026	Effective Date of Endorsement: 09/08/2026
Insurer: Crum & Forster Specialty Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

RUN-OFF PERIOD ENDORSEMENT

It is agreed that the **Run-Off Period** as described in Endorsement Number 43 of the Policy is in effect from 09/08/2026 to 09/08/2032.

All other terms, conditions and limitations of the Policy remain unchanged.