Docket #0549 Date Filed: 07/07/2026

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.	)	(Joint Administration Requested)

SECOND NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES (AND THE ABANDONMENT OF PROPERTY)

PARTIES RECEIVING THIS NOTICE SHOULD CHECK SCHEDULE 1 ATTACHED HERETO FOR THEIR NAMES AND THEIR CONTRACTS OR LEASES AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that, on April 9, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). The Debtors' chapter 11 cases are being jointly administered under case number 26-90440 (CML).

PLEASE TAKE FURTHER NOTICE that, on May 21, 2026, the Court entered the order attached hereto (without exhibits) (the "Order")[2] that, among other things, authorized and established procedures for the rejection of Contracts and Leases and the abandonment of certain property in connection therewith (the "Rejection Procedures").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order and this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their sound business judgment, that each Contract or Lease set forth on **Schedule 1** attached hereto was rejected effective as of July 7, 2026, or such other date as the Debtors and the applicable Counterparty agree.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to the rejection of your Contract or Lease, you must do so by the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, (b) 35 days after the date of filing of the applicable Rejection Notice, or (c) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. **IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE**

[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 shall have the meanings ascribed to them in the Order or the Motion, as applicable. A copy of the Motion and additional information about these chapter 11 cases can be accessed on the Debtors' case information website located at www.veritaglobal.net/ascend.

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FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (I) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (II) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, AND (III) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

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Dated: July 7, 2026

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

By: */s/ Ryan Manns*

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Counsel to the Debtors and Debtors in Possession

Schedule 1

Schedule of Rejected Contracts and Leases

Counterparty	Debtor	Lease/Contract Description	General Description of Personal Property to be Abandoned	Counterparty Address	Rejection Date
CINTAS CORPORATION	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 02/05/2024	n.a.	Cintas Corporation, PO Box 630803, Cincinnati, OH, 45262-5737, United States	7/7/2026
SHRAM BROKERS, LLC	Ascend Elements, Inc.	BROKER/SHIPPER TRANSPORTATION AGREEMENT, DATED 10/03/2022	n.a.	Shram Brokers, LLC, Attn: Ruslan Shramovich, 101 Bradley Dr Nicholasville, KY, 40356	7/7/2026
SHRAM LOGISTICS SOLUTIONS	Ascend Elements, Inc.	LOGISTICS, DATED 10/03/2022	n.a.	Shram Brokers, LLC, Attn: Ruslan Shramovich, 101 Bradley Dr Nicholasville, KY, 40356	7/7/2026
AMERICAN RELOCATION CONNECTIONS LLC	Ascend Elements, Inc.	EXCLUSIVE RELOCATION PROGRAM REFERRAL AGREEMENT, DATED 02/14/2024	n.a.	American Relocation Connections LLC, C/O William Mulholland, 11350 Random Hills Road, Suite 130, Fairfax, Virginia, 22030	7/7/2026
AMERICAN RELOCATION CONNECTIONS LLC	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 04/08/2025	n.a.	American Relocation Connections LLC, C/O William Mulholland, 11350 Random Hills Road, Suite 130, Fairfax, Virginia, 22030	7/7/2026
ANDREA LOBATO	Ascend Elements, Inc.	CONSULTING AGREEMENT, DATED 05/06/2025	n.a.	Andrea Lobato, 634 North Cherokee Avenue, Los Angeles, CA, 90004	7/7/2026
ARAMARK UNIFORM & CAREER APPAREL GROUP, INC	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA), DATED 12/08/2022	n.a.	Aramark Uniform & Career Apparel Group, Inc, 115 N First Street, Burbank, CA, 91502, United States	7/7/2026
ATLAS COPCO COMPRESSORS LLC	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA)	n.a.	Atlas Copco Compressors LLC, 300 Technology Center Way Suite 550, Rock Hill, SC, 29730, United States	7/7/2026
ATLAS COPCO COMPRESSORS LLC	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 01/05/2024	n.a.	Atlas Copco Compressors LLC, 300 Technology Center Way Suite 550, Rock Hill, SC, 29730, United States	7/7/2026
ATLAS COPCO COMPRESSORS LLC	Ascend Elements, Inc.	QUOTE, DATED 05/09/2022	n.a.	Atlas Copco Compressors LLC, 300 Technology Center Way Suite 550, Rock Hill, SC, 29730, United States	7/7/2026
CBIZ MHM, LLC	Ascend Elements, Inc.	MSA of 8/25/25, POs 4500004623 and 5173	n.a.	P.O. BOX 956793, ST. LOUIS, MO, 63195-6793, UNITED STATES	7/7/2026
CBIZ MHM, LLC	Ascend Elements, Inc.	STATEMENT OF WORK, DATED 08/25/2025	n.a.	P.O. BOX 956793, ST. LOUIS, MO, 63195-6793, UNITED STATES	7/7/2026
CISION US INC.	Ascend Elements, Inc.	CISION SERVICE AGREEMENT - 2025 RENEWAL, DATED 10/11/2024	n.a.	Cision US Inc., 300 S Riverside Plaza, Chicago, IL, 60606	7/7/2026
CISION US INC.	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED JAN,2026	n.a.	Cision US Inc., 300 S Riverside Plaza, Chicago, IL, 60606	7/7/2026
CISION US INC.	Ascend Elements, Inc.	SUBSCRIPTION, DATED 01/25/2025	n.a.	Cision US Inc., 300 S Riverside Plaza, Chicago, IL, 60606	7/7/2026
COLLIERS INTERNATIONAL NEW ENGLAND, LLC	Ascend Elements, Inc.	ENGAGEMENT LETTER, DATED 5/20/2024	n.a.	100 FEDERAL STREET, 13TH FLOOR, BOSTON, MA, 02110, UNITED STATES	7/7/2026
ELEGANCE AND SHINE CORP	Ascend Elements, Inc.	OTHER, DATED 05/14/2025	n.a.	Elegance And Shine Corp, 23 Steven, Leominster, MA, 01453, United States	7/7/2026
FLEXSIM SOFTWARE PRODUCTS, INC	Ascend Elements, Inc.	SUBSCRIPTION	n.a.	Flexsim Software Products, Inc, One Market Plaza Landmark Bldg Ste, San Francisco, CA, 94105, United States	7/7/2026
GREY ENGINEERING ENTERPRISES	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA), DATED AUG, 2025	n.a.	Grey Engineering Enterprises, 1280 SW 4th CT, Boca Raton, FL, 33432	7/7/2026
INGERSOLL-RAND INDUSTRIAL INC	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA)	n.a.	Ingersoll-Rand Industrial Inc, 362 Elm Street Marlborough MA, 01752	7/7/2026
INGERSOLL-RAND INDUSTRIAL INC	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 08/09/2024	n.a.	Ingersoll-Rand Industrial Inc, 362 Elm Street Marlborough MA, 01752	7/7/2026
INGERSOLL-RAND INDUSTRIAL INC	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA)	n.a.	Ingersoll-Rand Industrial Inc, 362 Elm Street Marlborough MA, 01752	7/7/2026
INGERSOLL-RAND INDUSTRIAL INC	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA), DATED 08/09/2023	n.a.	Ingersoll-Rand Industrial Inc, 362 Elm Street Marlborough MA, 01752	7/7/2026
INGERSOLL-RAND INDUSTRIAL INC	Ascend Elements, Inc.	MASTER SERVICE AGREEMENT, DATED 10/02/2024	n.a.	Ingersoll-Rand Industrial Inc, 362 Elm Street Marlborough MA, 01752	7/7/2026
INGERSOLL-RAND INDUSTRIAL US INC	Ascend Elements, Inc.	QUOTE, DATED 05/09/2024	n.a.	Ingersoll-Rand Industrial Inc, 362 Elm Street Marlborough MA, 01752	7/7/2026
IPOINT INC.	Ascend Elements, Inc.	ASCEND ELEMENTS - PRODUCT SUSTAINABILITY - SO0000440, DATED 04/08/2026	n.a.	IPoint Inc., 255 East Liberty, Suite 287, Ann Arbor, MI, 48104, United States	7/7/2026
IPOINT-SYSTEMS GMBH	Ascend Elements, Inc.	SOFTWARE SERVICE AGREEMENT, DATED 07/01/2023	n.a.	IPoint Inc., 255 East Liberty, Suite 287, Ann Arbor, MI, 48104, United States	7/7/2026
KMA HUMAN RESOURCES CONSULTING, LLC	Ascend Elements, Inc.	CONSULTING SERVICES AGREEMENT, DATED 11/11/2025	n.a.	KMA Human Resources Consulting, LLC, 251 US-1, Falmouth, Maine, 04105	7/7/2026
METROHM USA INC	Ascend Elements, Inc.	METROHM PO# 4500001956 , DATED 06/19/2024	n.a.	9250 CAMDEN FIELD PARKWAY, RIVERVIEW, FL, 01262, UNITED STATES	7/7/2026
PINNACLE UNEMPLOYMENT SERVICES AND CONSULTING	Ascend Elements, Inc.	PINNACLE UNEMPLOYMENT SERVICES AND CONSULTING SERVICE AGREEMENT, DATED 09/09/2022	n.a.	Pinnacle Unemployment Services And Consulting, P.O. Box 2264, Worcester, MA, 01613, United States	7/7/2026
PMC AMERICA INC	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 07/17/2024	n.a.	ONE TOWNE SQUARE SUITE 1580, SOUTHFIELD, MI, 48076, UNITED STATES	7/7/2026
PMC AMERICA INC	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 07/19/2024	n.a.	ONE TOWNE SQUARE SUITE 1580, SOUTHFIELD, MI, 48076, UNITED STATES	7/7/2026
SAP AMERICA, INC	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA), DATED 06/28/2024 (Ariba)	n.a.	SAP America, Inc, 3999 West Chester Pike, Newtown Square, PA, 19073, United States	7/7/2026

Counterparty	Debtor	Lease/Contract Description	General Description of Personal Property to be Abandoned	Counterparty Address	Rejection Date
SAP AMERICA, INC	Ascend Elements, Inc.	PROFESSIONAL SERVICES AGREEMENT, DATED 03/25/2025 (Ariba)	n.a.	SAP America, Inc, 3999 West Chester Pike, Newtown Square, PA, 19073, United States	7/7/2026
SAP AMERICA, INC	Ascend Elements, Inc.	ORDER FORM FOR CONCUR TECHNOLOGIES, INC., DATED 11/5/2024 and 2/20/2024	n.a.	SAP America, Inc, 3999 West Chester Pike, Newtown Square, PA, 19073, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	ADDENDUM #2 TO THE EQUIPMENT PURCHASE AGREEMENT, DATED 04/22/2024	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 01/29/2024	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 02/27/2023	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 07/11/2023	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 07/11/2023	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 07/18/2023	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 12/05/2023	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 01/18/2024	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 02/27/2023	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 05/09/2024	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 07/11/2023	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 07/18/2023	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 11/02/2023	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
POWERTECH WATER, INC. DBA ELECTRAMET	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT, DATED 07/11/2023	n.a.	Powertech Water, Inc. d/b/a Electramet, 749 W Short Street, Lexington, KY, 40508, United States	7/7/2026
Gant	Ascend Elements, Inc.	Gant Service Agreement; DATED 3/15/2022	n.a.	400 WEST 7TH STREET, SUITE 104, BLOOMINGTON, IN, 47404, UNITED STATES	7/7/2026
LINKEDIN CORPORATION	Ascend Elements, Inc.	SERVICE AGREEMENT, DATED 02/12/2025	n.a.	Linkedin Corporation, 1000 West Maude Ave, Sunnyvale, CA, 94085, United States	7/7/2026
OLI SYSTEMS, INC	Ascend Elements, Inc.	LEASE AGREEMENT, AS AMENDED, PO 4500001214, DATED 11/15/2023	n.a.	Oli Systems, Inc, Attn: Andrew Rafal, 2 Gatehall Drive, Suite 1D Parsippany, NJ, 07054	7/7/2026
OLI Systems	Ascend Elements, Inc.	SysCAS (Plant Design and Optimization)	n.a.	Oli Systems, Inc, Attn: Andrew Rafal, 2 Gatehall Drive, Suite 1D Parsippany, NJ, 07054	7/7/2026
ONWARD RESOURCES LLC	Ascend Elements, Inc.	PROFESSIONAL SERVICES AGREEMENT, DATED 07/15/2025	n.a.	Onward Resources LLC, 7670 Woodway Drive Suite 380, Houston, TX, 77063, United States	7/7/2026
TES SUSTAINABLE BATTERY SOLUTIONS BV	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT, DATED 01/01/2023	n.a.	ELBEWEG 110, HARBOUR NO. 6132, ROTTERDAM EUROPOORT, 3198 LC, NETHERLANDS	7/7/2026
TES SUSTAINABLE BATTERY SOLUTIONS BV	Ascend Elements, Inc.	STATEMENT OF WORK, DATED 01/04/2023	n.a.	ELBEWEG 110, HARBOUR NO. 6132, ROTTERDAM EUROPOORT, 3198 LC, NETHERLANDS	7/7/2026
TES SUSTAINABLE BATTERY SOLUTIONS BV	Ascend Elements, Inc.	STATEMENT OF WORK, DATED 01/04/2023	n.a.	ELBEWEG 110, HARBOUR NO. 6132, ROTTERDAM EUROPOORT, 3198 LC, NETHERLANDS	7/7/2026
TES SUSTAINABLE BATTERY SOLUTIONS BV	Ascend Elements, Inc.	STATEMENT OF WORK, DATED 01/20/2023	n.a.	ELBEWEG 110, HARBOUR NO. 6132, ROTTERDAM EUROPOORT, 3198 LC, NETHERLANDS	7/7/2026
PLAZA AT AUDLEY, LLC DBA EXPANSIVE	Ascend Elements US, LLC	OFFICE SERVICE AGREEMENT DATED 3/31/2026	n.a.	3120 SOUTHWEST FREEWAY, HOUSTON, TX, 77098, UNITED STATES	7/7/2026
ACC BUSINESS	Ascend Elements, Inc.	AT&T Dedicated Internet Service Pricing Schedule 1/27/2023; Account Number: 0001233404	n.a.	400 WEST AVENUE, ROCHESTER, NY, 14611, UNITED STATES	7/7/2026
APX NET INC	Ascend Elements, Inc.	APX Net, Inc Service Order Agreement; Covington - Account Number: 10917	n.a.	2 SCHOOL STREET, BERWICK, ME, 03901, UNITED STATES	7/7/2026
Porter Logistics, Inc.	Ascend Elements, Inc.	Warehouse Agreement Signed	n.a.	Porter Logistics, Inc., 650 Selig Drive SW, Atlanta, GA, 30336, United States	7/7/2026

Counterparty	Debtor	Lease/Contract Description	General Description of Personal Property to be Abandoned	Counterparty Address	Rejection Date
SASKATCHEWAN RESEARCH COUNCIL, SRC	Ascend Elements, Inc.	PROFESSIONAL SERVICES AGREEMENT, DATED 01/26/2026	n.a.	Saskatchewan Research Council, Src, Bay 2D 820 51st Street East, Saskatchewan, Saskatoon, SK S7K 0X8, Canada	7/7/2026
WM. THOMAS CRAIG	Ascend Elements, Inc.	PROFESSIONAL LEGAL SERVICES AGREEMENT, DATED 03/13/2025	n.a.	Wm. Thomas Craig, 1144 College Ave, Covington, GA, 30014, United States	7/7/2026
WORCESTER POLYTECHNIC INSTITUTE	Ascend Elements, Inc.	EXCLUSIVE LICENSE AGREEMENT, DATED 06/01/2020	n.a.	Terry Adams - Director of Technology Innovation and Entrepreneurship, Financial Services, 100 Institute Road, Innovation Studio - Office 237, Worcester, MA, 01609	7/7/2026
WORCESTER POLYTECHNIC INSTITUTE	Ascend Elements, Inc.	EXCLUSIVE LICENSE AGREEMENT, DATED 05/01/2021	n.a.	Terry Adams - Director of Technology Innovation and Entrepreneurship, Financial Services, 100 Institute Road, Innovation Studio - Office 237, Worcester, MA, 01609	7/7/2026
WORCESTER POLYTECHNIC INSTITUTE	Ascend Elements, Inc.	EXCLUSIVE LICENSE AGREEMENT, DATED 06/15/2017	n.a.	Terry Adams - Director of Technology Innovation and Entrepreneurship, Financial Services, 100 Institute Road, Innovation Studio - Office 237, Worcester, MA, 01609	7/7/2026
WORCESTER POLYTECHNIC INSTITUTE	Ascend Elements, Inc.	EXCLUSIVE LICENSE AGREEMENT, DATED 11/30/2021	n.a.	Terry Adams - Director of Technology Innovation and Entrepreneurship, Financial Services, 100 Institute Road, Innovation Studio - Office 237, Worcester, MA, 01609	7/7/2026
AIRGAS USA, LLC	Ascend Elements, Inc.	PRODUCT SALE AGREEMENT, AS AMENDED, DATED 02/19/2024	n.a.	Airgas USA, LLC, 97 Bancroft St, Auburn, MA, 01501-2467, United States	7/7/2026
ALLIANCE TECHNICAL GROUP, LLC	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA)	n.a.	Alliance Technical Group, LLC, 255 Grant St SE Suite 600, Decatur, AL, 35601, United States	7/7/2026
AM CONSTRUCTION INC. DBA AMCOM INDUSTRIAL	Ascend Elements, Inc.	PROFESSIONAL SERVICES AGREEMENT, DATED 05/26/2023	n.a.	Am Construction Inc. d/b/a Amcom Industrial, 1375 Oakley Industrial Boulevard, Fairburn, GA, 30213, United States	7/7/2026
AMCON INDUSTRIAL	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 03/12/2024	n.a.	Amcon Industrial, 1375 Oakley Industrial Boulevard, Fairburn, GA, 30213, United States	7/7/2026
AMCON INDUSTRIAL	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 05/24/2023	n.a.	Amcon Industrial, 1375 Oakley Industrial Boulevard, Fairburn, GA, 30213, United States	7/7/2026
AMCON INDUSTRIAL	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED JAN, 2024	n.a.	Amcon Industrial, 1375 Oakley Industrial Boulevard, Fairburn, GA, 30213, United States	7/7/2026
APPLIED TECHNICAL SERVICES, LLC	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA), DATED 03/27/2025	n.a.	Applied Technical Services, LLC, 1049 Triad Court, Marietta, GA, 30062, Attn: Legal	7/7/2026
ASSTRA PROJECT LOGISTICS LLC	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA), DATED 03/31/2025	n.a.	Asstra Project Logistics LLC, 2002 Timberloch Place Suite 200, The Woodlands, TX, 77380, United States	7/7/2026
BEPEX INTERNATIONAL, LLC	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT (EPA), DATED 02/24/2023	n.a.	333 Taft Street Northeast, Minneapolis, MN, 55413, United States	7/7/2026
BEPEX INTERNATIONAL, LLC	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 03/03/2023	n.a.	333 Taft Street Northeast, Minneapolis, MN, 55413, United States	7/7/2026
BIONOMIC INDUSTRIES, INC	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 02/09/2024	n.a.	Bionomic Industries, Inc, 777 Corporate Dr, Suite 3, Mahwah, NJ, 07430, United States	7/7/2026
BLUEGRASS SUPPLY CHAIN SERVICES, LLC	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 12/14/2023	n.a.	Bluegrass Supply Chain Services, Llc, 350 Scotty'S Way, Bowling Green, Ky, 42101, United States	7/7/2026
Carrier Vibrating Equipment, Inc.	Ascend Elements, Inc.	GSA of 8/29/24, several POs	n.a.	3400 FERN VALLEY ROAD, LOUISVILLE, KY, 40213, UNITED STATES	7/7/2026
CINTAS CORPORATION	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 02/05/2024	n.a.	Cintas Corporation, PO Box 630803, Cincinnati, OH, 45262-5737, United States	7/7/2026
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 03/15/2024	n.a.	Clean Harbors Environmental Services, Inc., 42 Longwater Drive PO Box 9149, Norwell, MA, 02061, United States	7/7/2026
CONTROL & POWER SYSTEMS INC.	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA)	n.a.	Control & Power Systems Inc., 17 Spielman Road, Fairfield, NJ, 07004	7/7/2026
CONTROL & POWER SYSTEMS INC.	Ascend Elements, Inc.	PROFESSIONAL SERVICES AGREEMENT, DATED 09/10/2025	n.a.	Control & Power Systems Inc., 17 Spielman Road, Fairfield, NJ, 07004	7/7/2026
CONTROL & POWER SYSTEMS INC.	Ascend Elements, Inc.	PROFESSIONAL SERVICES AGREEMENT, DATED 09/19/2022	n.a.	Control & Power Systems Inc., 17 Spielman Road, Fairfield, NJ, 07004	7/7/2026
COPERION K-TRON SALINA, INC.	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 03/27/2024	n.a.	Coperion K-Tron Salina, Inc., Attn: George Cuneo, 606 N. Front Street, Salina, KS, 67401	7/7/2026
COPERION K-TRON SALINA, INC.	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 12/11/2023	n.a.	Coperion K-Tron Salina, Inc., Attn: George Cuneo, 606 N. Front Street, Salina, KS, 67401	7/7/2026
COPERION K-TRON SALINA, INC.	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED MAR, 2024	n.a.	Coperion K-Tron Salina, Inc., Attn: George Cuneo, 606 N. Front Street, Salina, KS, 67401	7/7/2026
COPERION PROCESS SOLUTIONS LLC	Ascend Elements, Inc.	EPA of 3/27/24 and POs 4500001937, 2139 and 2159	n.a.	Coperion K-Tron Salina, Inc., Attn: George Cuneo, 606 N. Front Street, Salina, KS, 67401	7/7/2026

Counterparty	Debtor	Lease/Contract Description	General Description of Personal Property to be Abandoned	Counterparty Address	Rejection Date
DATASITE LLC	Ascend Elements, Inc.	STATEMENT OF WORK, DATED 04/02/2020	n.a.	Attn to Leif Simpson, The Baker Center, 733 S. Marquette Ave Suite 600, Minneapolis, MN, 55402	7/7/2026
DEEL GROUP	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 10/21/2025	n.a.	Deel Group, 425 First St #1502, San Francisco, CA, 94105, United States	7/7/2026
ECS SOUTHEAST, LLP	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 06/01/2023	n.a.	ECS Southeast, LLP, 14030 Thunderbolt Place Suite 500, Chantilly, VA, 20151-3232, United States	7/7/2026
ENDRESS & HAUSER INC	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 02/22/2024	n.a.	Endress & Hauser Inc, 2350 Endress Pl, Greenwood, IN, 46143-9672, United States	7/7/2026
FIVOS GROUP	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA), DATED NOV, 2025	n.a.	Fivos Group, 128 Millport Circle Ste 219, Greenville, SC, 29607, United States	7/7/2026
FULTON	Ascend Elements, Inc.	RENTAL AGREEMENT, DATED 10/12/2023	n.a.	Fulton, 972 Centerville Road, Pulaski, NY, 13142, United States	7/7/2026
GISH PLLC	Ascend Elements, Inc.	Engagement Letter of 11/11/23	n.a.	41 MADISON AVENUE, FLOOR 31, NEW YORK, NY, 10010, UNITED STATES	7/7/2026
GLOBAL EQUIPMENT COMPANY INC.	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 02/12/2024	n.a.	11 HARBOR PARK DRIVE, PORT WASHINGTON, NY, 11050, UNITED STATES	7/7/2026
GRAINGER	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 05/01/2024	n.a.	Grainger, 100 Grainger Parkway, Lake Forest, IL, 60045-5201, United States	7/7/2026
INSURE TECHNOLOGY	Ascend Elements, Inc.	OTHER, DATED 05/09/2025	n.a.	Insure Technology, 505 N Angier Ave NE, Suite 301, Atlanta, GA, 30308	7/7/2026
LEE FAMILY TRUST	Ascend Elements, Inc.	LEASE AGREEMENT, DATED 08/01/2022	n.a.	Lee Family Trust, 8752 N 52nd St., Paradise Valley, AZ, 85253	7/7/2026
LEE FAMILY TRUST	Ascend Elements, Inc.	STANDARD INDUSTRIAL/COMMERCIAL SINGLETENANT LEASE GROSS, DATED 06/01/2022	n.a.	Lee Family Trust, 8752 N 52nd St., Paradise Valley, AZ, 85253	7/7/2026
LEE MOLNAR & ASSOCIATES FIRE PROTECTION CONSULTANTS, LLC	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED JUL, 2024	n.a.	Lee Molnar & Associates Fire Protection Consultants, LLC, 1360 West 9th Street, Suite 201, Cleveland, OH, 44113	7/7/2026
MOBILE MINI	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 11/20/2024	n.a.	Mobile Mini, 4646 E Van Buren St, Suite 400, Phoenix, AZ, 85008, United States	7/7/2026
MOBILE MINI	Ascend Elements, Inc.	RENTAL AGREEMENT, DATED 01/06/2025	n.a.	Mobile Mini, 4646 E Van Buren St, Suite 400, Phoenix, AZ, 85008, United States	7/7/2026
MSC INDUSTRIAL SUPPLY CO.	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 04/15/2024	n.a.	MSC Industrial Supply Co., 525 Harbour Place Drive, Davidson, NC, 28036, United States	7/7/2026
MSC INDUSTRIAL SUPPLY CO.	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 07/29/2024	n.a.	MSC Industrial Supply Co., 525 Harbour Place Drive, Davidson, NC, 28036, United States	7/7/2026
MSC INDUSTRIAL SUPPLY CO.	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 12/15/2023	n.a.	MSC Industrial Supply Co., 525 Harbour Place Drive, Davidson, NC, 28036, United States	7/7/2026
MSC INDUSTRIAL SUPPLY CO.	Ascend Elements, Inc.	MASTER SERVICES AGREEMENT (MSA), DATED 12/15/2023	n.a.	MSC Industrial Supply Co., 525 Harbour Place Drive, Davidson, NC, 28036, United States	7/7/2026
MSC INDUSTRIAL SUPPLY CO.	Ascend Elements, Inc.	TERMINATION LETTER, DATED OCT, 2025	n.a.	MSC Industrial Supply Co., 525 Harbour Place Drive, Davidson, NC, 28036, United States	7/7/2026
MSC INDUSTRIAL SUPPLY CO.	Ascend Elements, Inc.	MASTER SERVICE AGREEMENT, DATED 12/15/2023	n.a.	MSC Industrial Supply Co., 525 Harbour Place Drive, Davidson, NC, 28036, United States	7/7/2026
MUNSON MACHINERY, CO. INC.	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 02/14/2024	n.a.	210 SEWARD AVENUE, UTICA, NY, 13502, UNITED STATES	7/7/2026
MUNSON MACHINERY, CO. INC.	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED FEB, 2024	n.a.	210 SEWARD AVENUE, UTICA, NY, 13502, UNITED STATES	7/7/2026
PROCESS EQUIPMENT & CONTROLS	Ascend Elements, Inc.	TERMINATION LETTER, DATED 11/15/2024	n.a.	10439 OLD ATLANTA HIGHWAY, COVINGTON, GA, 30014, UNITED STATES	7/7/2026
SCHENCK PROCESS LLC	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 12/28/2023	n.a.	150 NORTH MICHIGAN AVENUE, 35TH FLOOR, CHICAGO, IL, 60601, UNITED STATES	7/7/2026
SCHWEITZER ENGINEERING LABORATORIES, INC.	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 03/22/2024	n.a.	2350 NE HOPKINS COURT, PULLMAN, WA, 99163, UNITED STATES	7/7/2026
SHRAM BROKERS, LLC	Ascend Elements, Inc.	BROKER/SHIPPER TRANSPORTATION AGREEMENT, DATED 10/03/2022	n.a.	Shram Brokers, LLC, Attn: Ruslan Shramovich, 101 Bradley Dr Nicholasville, KY, 40356	7/7/2026
SHRAM LOGISTICS SOLUTIONS	Ascend Elements, Inc.	LOGISTICS, DATED 10/03/2022	n.a.	Shram Brokers, LLC, Attn: Ruslan Shramovich, 101 Bradley Dr Nicholasville, KY, 40356	7/7/2026
SIGNATURE SCAPES	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA), DATED 08/23/2023	n.a.	Signature Scapes, 3675 GA Hwy SE, Conyers, GA, 30094, United States	7/7/2026
SLY, LLC	Ascend Elements, Inc.	GENERAL SERVICE AGREEMENT, DATED 09/15/2024	n.a.	Sly, LLC, 8300 Dow Circle, Suite 600, Strongsville, OH, 44136	7/7/2026
SSOE SYSTEMS, INC.	Ascend Elements, Inc.	CONSTRUCTION AGREEMENT, DATED 03/09/2022	n.a.	Ssoe Systems, Inc., 1001 Madison Avenue, Toledo, OH, 43604, United States	7/7/2026
Sunbelt Rentals, Inc	Ascend Elements, Inc.	Rental Service Agreement	n.a.	275 WEST MOUND STREET, COLUMBUS, OH, 43215, UNITED STATES	7/7/2026
SUPERIOR INDUSTRIAL & MAINTENANCE SERVICE LLC	Ascend Elements, Inc.	MASTER SERVICE AGREEMENT, DATED 02/01/2024	n.a.	Superior Industrial & Maintenance Service LLC, 395 Fairfield Circle, Fayetteville, GA, 30214, United States	7/7/2026

Counterparty	Debtor	Lease/Contract Description	General Description of Personal Property to be Abandoned	Counterparty Address	Rejection Date
SUZHOU BOTREE	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT (EPA), DATED 07/12/2021	n.a.	Suzhou Botree Cycling Sci & Tech, Attn: Lin, Xiao Room 202, Building 10, No 99 Junjhu Avenue, Suzhou, Juangsu, 215128, China	7/7/2026
SUZHOU BOTREE	Ascend Elements, Inc.	EQUIPMENT SERVICES AGREEMENT, DATED 07/12/2021	n.a.	Suzhou Botree Cycling Sci & Tech, Attn: Lin, Xiao Room 202, Building 10, No 99 Junjhu Avenue, Suzhou, Juangsu, 215128, China	7/7/2026
SUZHOU BOTREE	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA), DATED 07/21/2021	n.a.	Suzhou Botree Cycling Sci & Tech, Attn: Lin, Xiao Room 202, Building 10, No 99 Junjhu Avenue, Suzhou, Juangsu, 215128, China	7/7/2026
SUZHOU BOTREE	Ascend Elements, Inc.	TECHNOLOGY SERVICES AGREEMENT, DATED 07/12/2021	n.a.	Suzhou Botree Cycling Sci & Tech, Attn: Lin, Xiao Room 202, Building 10, No 99 Junjhu Avenue, Suzhou, Juangsu, 215128, China	7/7/2026
THE ROVISYS COMPANY	Ascend Elements, Inc.	PROFESSIONAL SERVICE AGREEMENT (PSA), DATED 11/06/2025	n.a.	The Rovisys Company, 1455 Danner Drive, Aurora, OH, 44202, United States	7/7/2026
UNITED RENTALS	Ascend Elements, Inc.	RENTAL AGREEMENT, DATED 01/01/2026	n.a.	BRANCH G34, 169A MEMORIAL DRIVE, SHREWSBURY, MA, 01545, UNITED STATES	7/7/2026
URT EURO	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT (EPA), DATED 02/10/2022	n.a.	URT Euro, Am Hammersteig 5A, Karlstadt, 97753, Germany	7/7/2026
URT EURO	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT (EPA), DATED 07/12/2021	n.a.	URT Euro, Am Hammersteig 5A, Karlstadt, 97753, Germany	7/7/2026
URT EURO	Ascend Elements, Inc.	OTHER, DATED 12/23/2024	n.a.	URT Euro, Am Hammersteig 5A, Karlstadt, 97753, Germany	7/7/2026
URT UMWELT UND RECYCLINGTECHNIK GMBH	Ascend Elements, Inc.	CONTRACT, DATED 02/10/2022	n.a.	AM HAMMERSTEIG 5A, KARLSTADT, 97753, GERMANY	7/7/2026
URT UMWELT UND RECYCLINGTECHNIK GMBH	Ascend Elements, Inc.	CONTRACT, DATED 07/12/2021	n.a.	AM HAMMERSTEIG 5A, KARLSTADT, 97753, GERMANY	7/7/2026
VENTURE NETCOMM, INC.	Ascend Elements, Inc.	GENERAL SERVICE AGREEMENT, DATED 12/06/2024	n.a.	Venture Netcomm, Inc., 9109 Hazelbrand Road NE, Covington, GA, 30014, United States	7/7/2026
WAISN CONTROL SYSTEM EQUIPMENT (LANGFANG) CO., LTD	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 07/06/2023	n.a.	BLDG 1 10 CHANGXIANG RD GUANGYANG E, LANGFANG, 65000, CHINA	7/7/2026
WALSN CONTROL SYSTEM EQUIPMENT	Ascend Elements, Inc.	EQUIPMENT PURCHASE AGREEMENT, DATED 08/10/2023	n.a.	Walsn Control System Equipment, Bldg 1 10 Changxiang Rd Guangyang E, Langfang, 65000, China	7/7/2026
XALT ENERGY MI, LLC	Ascend Elements, Inc.	BATTERY RECYCLING MATERIAL PURCHASE AGREEMENT, DATED 08/14/2023	n.a.	Xalt Energy Mi, LLC, 2700 S Saginaw Rd, Midland, MI, 48640, United States	7/7/2026
COVINGTON TRANSFER & STORAGE LLC	Ascend Elements, Inc.	LEASE AGREEMENT, DATED 09/01/2022	n.a.	Covington Transfer & Storage LLC, 8167 Washington St, Covington, GA, 30014, United States	7/7/2026
COVINGTON TRANSFER & STORAGE LLC	Ascend Elements, Inc.	LEASE AGREEMENT, DATED 09/01/2022	n.a.	Covington Transfer & Storage LLC, 8167 Washington St, Covington, GA, 30014, United States	7/7/2026
THOMSON REUTERS TAX AND ACCOUNTING	Ascend Elements, Inc.	SIGNED Ascend Elements Inc. - OIT Express__Corporate-Tax Order Form_2024-01-31 (1)	n.a.	PO BOX 6016, CAROL STREAM, IL, 60197-6016, UNITED STATES	7/7/2026
VIATEC, INC.	Ascend Elements, Inc.	BATTERY RECYCLING MATERIAL PURCHASE AGREEMENT, DATED 01/31/2023	n.a.	295 BALD EAGLE DRIVE, PITTSBORO, NC, 27312, UNITED STATES	7/7/2026
WhistleB Whistleblowing Centre AB	Ascend Elements, Inc.	SERVICE AGREEMENT, DATED 02/26/2024	n.a.	WTC KLARABERGSVIADUKTEN 70, STOCKHOLM, 107 24, SWEDEN	7/7/2026
NES Global Limited	Ascend Elements, Inc.	Work Order - Tong Yilin	n.a.	Unit 608, 6/F, Laford Centre, 838 Lai Chi Kok Road, Cheung Sha Wan, Kowloon, Hong Kong	7/7/2026
NES Global Limited	Ascend Elements, Inc.	Change Order - Extension - Tong Yilin	n.a.	Unit 608, 6/F, Laford Centre, 838 Lai Chi Kok Road, Cheung Sha Wan, Kowloon, Hong Kong	7/7/2026

Schedule 2

Order (without exhibits)

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

United States Bankruptcy Court
Southern District of Texas
ENTERED
May 21, 2026
Nathan Ochsner, Clerk

In re:	)	Chapter 11
ASCEND ELEMENTS, INC., *et al.*,[1]	)	Case No. 26-90440 (ARP)
Debtors.	)	(Joint Administration Requested)

ORDER (I) AUTHORIZING THE DEBTORS TO REJECT THE INITIAL LEASE AND CERTAIN EXECUTORY CONTRACTS, (II) AUTHORIZING THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, (III) APPROVING AND ESTABLISHING PROCEDURES TO REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing the rejection of the Initial Lease and the Initial Contracts, (b) authorizing and establishing the Rejection Procedures for (i) rejecting Contracts and Leases and (ii) abandoning personal property in connection with any rejected Contract or Lease, (c) authorizing and approving the Rejection Notice to affected Counterparties, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration and the Titus Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges from the United States District Court for the Southern District of Texas*, entered May 24, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408

[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 defined herein have the meanings ascribed to them in the Motion.

and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing 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. Pursuant to section 365 of the Bankruptcy Code, the Initial Lease and the Initial Contracts are rejected, effective as of the applicable Rejection Dates, as set forth on **Exhibit 1** annexed hereto.

2. The following procedures (the "Rejection Procedures") are hereby approved in connection with rejecting Contracts and Leases:

a. **Rejection Notice**. To reject a Contract or Lease in accordance herewith, the Debtors, shall file a notice, substantially in the form attached hereto as **Exhibit 2** (the "Rejection Notice"), that includes a copy of this Order (without the form Rejection Notice attached hereto) and sets forth, among other things, the following: (i) the Contracts or Leases to be rejected; (ii) the names and addresses of the applicable Counterparties; (iii) the name of the applicable Debtor; (iv) the effective date of the rejection for such Contracts or Leases (the "Rejection Date"), which may be the filing date of the Motion or, for a real property Lease, the date upon which the applicable Debtor surrenders in writing (including via email) the premises to the landlord and returns the keys, key codes, or security codes, as applicable; (v) a reasonable description of any personal property to be abandoned in connection with the proposed rejection; and (vi) the deadlines and procedures for filing objections to the Rejection Notice. Each Rejection Notice may list multiple Contracts or Leases and, notwithstanding Bankruptcy Rule 6006(f)(6), may list more than 100 Contracts or Leases; *provided*, that each Rejection Notice shall list all Contracts and Leases alphabetically by Counterparty and a copy of such Rejection Notice shall be served upon the applicable Counterparty in accordance with subparagraph (b) below. For the avoidance of doubt, nothing herein shall prejudice the Debtors' right to file multiple separate Rejection Notices in their sole discretion.

b. **Service of Rejection Notice**. The Debtors shall cause the Rejection Notice to be served via overnight delivery service, fax, or email upon the Counterparties listed thereon and each of the Objection Service Parties, which for the avoidance of doubt, includes: (i) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (ii) the Office of the United States Trustee for the Southern District of Texas.

c. **Objection Procedures**. The deadline to file an objection ("Rejection Objection") to the proposed rejection of a Contract or Lease or any proposed abandonment of personal property in connection therewith shall be 4:00 p.m. (prevailing Central Time) on the date that is seven days from the date the Rejection Notice is filed and served (the "Rejection Objection Deadline"). The Rejection Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient). A Rejection Objection will be considered timely only if, on or prior to the Rejection Objection Deadline, it is filed with this Court and served upon the Objection Service Parties. In addition to the foregoing, a Rejection Objection must (i) be in writing, in English, and in text-searchable format, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules, and the Complex Case Procedures, and (iii) state, with specificity, the legal and factual bases thereof. For the avoidance of doubt, an objection to the rejection of any particular Contract or Lease listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract or Lease listed thereon. For the further avoidance of doubt, if a Rejection Objection only pertains to the abandonment of personal property but not the underlying rejection of the related Contract or Lease, or vice versa, only the component actually objected to shall be considered opposed.

d. **No Unresolved Objection**. If there is no outstanding and unresolved timely and properly filed Rejection Objection, each Contract and Lease on the applicable Rejection Notice shall be deemed rejected as of the Rejection Date or such other date as may be agreed to by the Debtors and the applicable Counterparty.

e. **Unresolved Objection**. If a timely and properly filed Rejection Objection remains outstanding and unresolved, the Debtors may request that this Court schedule a hearing on such objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease shall be treated as set forth in the immediately preceding subparagraph (d), unless otherwise ordered by this Court.

f. **Modifications of Rejection Notice**. The Debtors reserve the right to remove any Contract or Lease from the schedule to any Rejection Notice at any time prior to the applicable Rejection Objection Deadline.

g. **Abandoned Property**. The Debtors are authorized, but not directed, to abandon any of the Debtors' personal property that may be located on the premises subject to the underlying rejected Contract or Lease, and such property shall be deemed abandoned pursuant to section 554 of the

Bankruptcy Code at the same time that the underlying Contract or Lease is deemed rejected in accordance with subparagraphs (d)–(e) hereof. Counterparties may, in their sole discretion and without further notice or order of this Court, utilize or dispose of such abandoned property without any liability to the Debtors or third parties and, to the extent applicable, the automatic stay shall be deemed modified to the extent necessary to allow Counterparties to effectuate the foregoing.

h. **Rejection Damages**. Any claims arising out of the rejection of a Contract or Lease or the abandonment of any personal property in connection therewith must be filed by the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, (ii) 35 days after the date of filing of the applicable Rejection Notice, or (iii) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. Any person or entity that fails to timely file such proof of claim, (i) shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors or thereafter filing a proof of claim with respect thereto in these chapter 11 cases, (ii) shall not, with respect to such claim, be treated as a creditor of the Debtors for the purpose of voting on any plan in these chapter 11 cases, and (iii) shall not receive or be entitled to receive any payment or distribution of property from the Debtors or their successors or assigns with respect to such claim in these chapter 11 cases.

3. The Debtors' rejection of the Contracts and Leases in accordance with the Rejection Procedures is hereby approved and effective pursuant to section 365 of the Bankruptcy Code.

4. Neither approval of the Rejection Procedures nor entry of this Order shall not prevent the Debtors from seeking, to assume or reject a Contract or Lease by separate court filing (*e.g.*, motion, stipulation, or chapter 11 plan). For the avoidance of doubt, the Debtors shall not be precluded from assuming and assigning a Contract or Lease by a separate court filing.

5. Absent order of this Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

6. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a rejection of a Contract or Lease. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract or Lease is terminated and is no longer an executory contract or unexpired lease, respectively.

7. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

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

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules, including Bankruptcy Rule 6004(a), the Bankruptcy Local Rules, and the Procedures for Complex Case Procedures are satisfied by such notice.

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

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Signed: May 21, 2026

Christopher Lopez
United States Bankruptcy Judge