

ENTERED

April 22, 2025

Nathan Ochsner, Clerk

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

In re:)	
)	Chapter 11
)	
ASCEND PERFORMANCE MATERIALS)	Case No. 25-90127 (CML)
HOLDINGS INC., <i>et al.</i> , ¹)	
)	
Debtors.)	(Jointly Administered)
)	

**ORDER (I) APPROVING THE DEBTORS' PROPOSED
ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE
UTILITY SERVICES, (II) PROHIBITING UTILITY PROVIDERS
FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES,
(III) APPROVING THE DEBTORS' PROPOSED PROCEDURES FOR RESOLVING
ADEQUATE ASSURANCE REQUESTS, AND (IV) GRANTING RELATED RELIEF**

Upon the emergency motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) approving the Proposed Adequate Assurance of payment for future Utility Services, (b) prohibiting Utility Providers from altering, refusing, or discontinuing services, (c) approving the Adequate Assurance Procedures for resolving Adequate Assurance Requests, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 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

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Ascend>. The location of Debtor Ascend Performance Materials Holdings Inc.'s principal place of business is 1010 Travis St., Suite 900, Houston, Texas 77002.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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 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. The Adequate Assurance Deposit and the Adequate Assurance Procedures are hereby approved and are deemed adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

2. Within three business days after entry of the Order, the Debtors shall serve a copy of the Motion and this Order to the Utility Providers on the Utility Providers List attached hereto as **Exhibit 1**.

3. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in the Adequate Assurance Account during the pendency of these chapter 11 cases.

4. The following Adequate Assurance Procedures are hereby approved:

- a. Subject to paragraphs (b)-(k) below, the Debtors shall deposit the Adequate Assurance Deposit in the amount of \$2,071,643.38 in the Adequate Assurance Account for the benefit of the Utility Providers as soon as

reasonably practicable, but no later than fifteen business days after the entry of this Order (or as soon as reasonably practicable thereafter).

- b. The funds in the Adequate Assurance Account shall constitute adequate assurance for the purpose of section 366 of the Bankruptcy Code for each Utility Provider in the amount set forth for such Utility Provider in the column labeled "Proposed Adequate Assurance" on the Utility Providers List, and as may be amended or modified in accordance with this Order.
- c. A Utility Provider may request a disbursement from the Adequate Assurance Account if the Debtors have not satisfied their postpetition payment obligation with respect to the Utility Services in accordance with the terms and conditions of such service and such payment obligation remains unpaid beyond any applicable grace period. No disbursement will be made for an Adequate Assurance Request from the Adequate Assurance Account unless the requesting Utility Provider provides notice to the following parties: (i) the Debtors, Ascend Performance Materials Holdings Inc., 1010 Travis Street, Suite 900, Houston, Texas 77002 Attn: Tim Frielingsdorf, Chief Financial Officer, tfriel@ascendmaterials.com; (ii) proposed co-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 Attn: Nikki Gavey (nikki.gavey@kirkland.com), and Megan Feeney (megan.feeney@kirkland.com); (iii) proposed co-counsel to the Debtors, Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston, Texas 70022, Attn: Jason G. Cohen (jason.cohen@bracewell.com) and Jonathan L. Lozano (jonathan.lozano@bracewell.com); (iv) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002 Attn: Jana Smith Whitworth, (Jana.Whitworth@usdoj.gov), and Jayson B. Ruff (jayson.b.ruff@usdoj.gov); (v) counsel to (x) the ABL Agent and the DIP ABL Agent, Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Bethani R. Oppenheimer (oppenheimerb@gtlaw.com); and (y) the Ad Hoc Group of Term Loan Lenders, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg (SGreenberg@gibsondunn.com), AnnElyse S. Gains (SGains@gibsondunn.com), Tommy Scheffer (TScheffer@gibsondunn.com); and (vi) counsel to any statutory committee appointed in these cases (collectively, the "Notice Parties"). The Debtors shall honor such request within ten business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount so disbursed.
- d. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors automatically, without further order of the Court, on the earlier of (i) reconciliation and payment

by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider, (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases, or (iii) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtors.

- e. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve an Adequate Assurance Request on the Notice Parties within thirty days beginning on the Petition Date; *provided* that any Subsequently Identified Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve an Adequate Assurance Request on the Notice Parties within twenty-one days from the date of service of the Motion and the Order.
- f. The Adequate Assurance Request must (i) be made in writing, (ii) set forth the location(s) for which Utility Services are provided, the account number(s) for such location(s), and the outstanding balance for each such account, (iii) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment under section 366 of the Bankruptcy Code or the basis for the Adequate Assurance Request, each as applicable, and (iv) list all Prepetition Deposits (if applicable) that the Utility Provider holds for the Utility Services related to the Adequate Assurance Request.
- g. Unless and until a Utility Provider files and serves an Adequate Assurance Request in accordance with the Adequate Assurance Procedures, the Utility Provider will be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- h. The Debtors may, without further order from the Court, after providing reasonable advance written notice to the Ad Hoc Group of Term Loan Lenders, the ABL Agent, the DIP ABL Agent, the U.S. Trustee, and any statutory committee appointed in these cases, resolve an Adequate Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of payment including cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable *provided, however*, that to the extent the Debtors provide a Utility Provider with additional adequate assurance of payment pursuant to this Order, such Utility Provider shall promptly and automatically, without further order of the Court, return or release, as

applicable, such additional adequate assurance of payment to the Debtors on the earlier of (i) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider, (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases, or (iii) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all assets of the Debtors.

- i. If the Debtors and the Utility Provider are not able to reach an alternative resolution within fourteen days of receipt of the Adequate Assurance Request, the Debtors or the Utility Provider may request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.
- j. Pending resolution of the Determination Hearing, the Utility Provider filing such Adequate Assurance Request will be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.
- k. Any Utility Provider that objects to the Adequate Assurance Procedures may file an objection (an "Adequate Assurance Procedures Objection"). The Adequate Assurance Procedures Objection must: (i) be made in writing; (ii) explain why the Utility Provider believes the Proposed Adequate Assurance Procedures are not sufficient under section 366 of the Bankruptcy Code or the basis for seeking the Adequate Assurance Procedures Objection, as applicable; and (iii) be filed no later than fourteen days after the entry of this Order; *provided* that if a Subsequently Identified Utility Provider objects to the Adequate Assurance Procedures, such Subsequently Identified Utility Provider must file their objection within fourteen days from the date of service on such Subsequently Identified Utility Provider of this Motion and this Order. If the Debtors and the Utility Provider are not able to resolve such Adequate Assurance Procedures Objection within fourteen days of receipt of such Adequate Assurance Procedures Objection, a hearing to resolve the Adequate Assurance Procedures Objection shall be held no later than thirty days following the Petition Date or, for Subsequently Identified Utility Providers, within twenty-eight days from the date of service on such Subsequently Identified Utility Provider of this Motion and this Order, absent agreement of the parties.

5. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures set forth herein.

6. Absent compliance with the Adequate Assurance Procedures set forth in this Order, the Utility Providers including, without limitation, those listed on **Exhibit 1** attached hereto, are prohibited from altering, refusing, or discontinuing Utility Services, or otherwise discriminating against the Debtors, on account of any unpaid prepetition charges or any perceived inadequacy of the Debtors' Proposed Adequate Assurance.

7. The inclusion of any entity in, as well as any omission of any entity from, the Utility Providers List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

8. The Debtors, after providing reasonable advance written notice to the Ad Hoc Group of Term Loan Lenders, the ABL Agent, and the DIP ABL Agent, are authorized to: (a) add any Subsequently Identified Utility Provider to the Utility Providers List; (b) remove any Utility Provider from the Utility Providers List; and (c) add to or subtract from the Adequate Assurance Deposit the portion of such deposit allocated to the added or removed Utility Providers or Subsequently Identified Utility Providers; *provided* that the Debtors shall provide notice (as set forth in paragraph 10 of this Order) to the Subsequently Identified Utility Provider of its addition to the Utility Providers List and of its corresponding proposed Adequate Assurance Deposit; *provided, further*, that the Debtors shall provide fourteen days' notice to the Utility Provider that it is being removed from the Utility Providers List and the corresponding amount in the Adequate Assurance Deposit will be deducted from the Adequate Assurance Account.

9. With respect to an addition to the Utility Providers List, for any Subsequently Identified Utility Provider, the Debtors will increase the Adequate Assurance Deposit as soon as reasonably practicable by an amount equal to approximately one half of the Debtors' average

monthly cost of services from the Subsequently Identified Utility Provider, *less* any Prepetition Deposits held by such Subsequently Identified Utility Provider. If an objection is received, the Debtors shall request a hearing before this Court at the next omnibus hearing date, or such other date that the Debtors and the Subsequently Identified Utility Provider may agree. The Debtors shall not deduct the Adequate Assurance Deposit in the amount set aside for any Utility Provider that the Debtors seek to terminate or delete from the Utility Providers List unless and until the fourteen day notice period has expired.

10. The Debtors must: (a) serve any Subsequently Identified Utility Provider a copy of the Motion and this Order within three business days of such provider being added to the Utility Providers List; (b) allocate additional amounts to the Adequate Assurance Deposit in accordance with this Order; and (c) provide notice to the Subsequently Identified Utility Provider of its proposed Adequate Assurance Deposit.

11. Any Subsequently Identified Utility Provider shall (a) be bound to the Adequate Assurance Procedures and (b) have twenty-one days from the date of service of the Motion and this Order to make a request for additional adequate assurance of payment in accordance with the Adequate Assurance Procedures.

12. The Debtors are authorized to make payments to the Utility Providers in the ordinary course of business on a postpetition basis.

13. Notwithstanding anything to the contrary contained in the Motion or this Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors in any orders entered by this Court authorizing the Debtors' use of cash collateral and/or authorizing the Debtors to obtain postpetition financing (any such order, a "CCO/DIP Order"), including, for the avoidance of doubt, any budget

and the terms of any definitive documentation in connection therewith (the “DIP Documents”). To the extent of any conflict (but solely to the extent of such conflict) between the terms of this Order and the terms of any CCO/DIP Order or any DIP Documents, the terms of the CCO/DIP Order or such DIP Document, as applicable, will govern.

14. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors’ estates; (g) a waiver or limitation of the Debtors’ rights under the Bankruptcy Code or any other applicable law; (h) a concession that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (i) a waiver of the obligation of any party in interest to file a proof of claim; or (j) a waiver or impairment of the Debtors’ rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

15. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

16. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

17. Nothing in this Order authorizes or directs the Debtors to accelerate any payments not otherwise due.

18. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).


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

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

Signed: April 22, 2025



Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

Utility Providers List

Utility Providers List

Provider	Address	Service(s) Provided	Average Monthly Expenditure	Prepetition Deposits	Adequate Assurance Deposit
AT&T	PO Box 5019 Carol Stream, IL 60197	MPLS / Internet /Telecommunications / Cloud Services	\$73,167	\$0	\$36,583
BBT (AlaTenn), LLC	910 Louisiana Street, Suite 2400 Houston, TX 77002	Natural Gas	\$33,535	\$0	\$16,768
BBT Bamagas Intrastate, LLC	910 Louisiana Street, Suite 2400 Houston, TX 77002	Natural Gas	\$81,167	\$0	\$40,584
BBT Tennessee River, LLC	910 Louisiana Street, Suite 2400 Houston, TX 77002	Natural Gas	\$8,520	\$0	\$4,260
Calpine Energy Solutions	401 W A Street, Suite 500 San Diego, CA 92101	Electricity	\$833,333	\$0	\$416,667
Capital Power (US Holdings) Inc.	155 Federal Street, Suite 1200 Boston, MA 02110	Water	\$270,252	\$0	\$135,126
Clean Harbors Environmental	PO Box 734867 Dallas, TX 75373	Waste Collection	\$50,206	\$0	\$25,103
Cox Business	PO Box 771911 Detroit, MI 48277	Internet	\$2,405	\$0	\$1,203
Decatur Utilities	PO Box 2232 Decatur, AL 35609	Water	\$81,124	\$0	\$40,562
Duke Energy Corporation	PO Box 1094 Charlotte, NC 28201	Electricity	\$160,000	\$0	\$80,000
Eco Services Operations Corporation	300 Lindenwood Drive Malvern, PA 19355	Waste Collection	\$103,122	\$0	\$51,561

Provider	Address	Service(s) Provided	Average Monthly Expenditure	Prepetition Deposits	Adequate Assurance Deposit
Equinix, Inc.	One Lagoon Drive Redwood City, CA 94065	Telecommunications	\$20,000	\$0	\$10,000
Florida Gas Transmission Company, LLC	PO Box 204032 Dallas, TX 75320	Natural Gas	\$175,000	\$0	\$87,500
Florida Power & Light Company	700 Universe Boulevard Juno Beach, FL 33408	Electricity	\$933,319	\$0	\$466,659
Florida Public Utilities – Central Florida Gas	PO Box 825925 Philadelphia, PA 19182	Natural Gas	\$270,000	\$0	\$135,000
Greenwood Commissioners of Public Works	PO Box 549 Greenwood, SC 29648	Natural Gas / Water	\$181,000	\$0	\$90,500
Greenwood Metropolitan District	110 Metro Drive Greenwood, SC 29646	Waste Collection	\$179,618	\$0	\$89,809
Gulf Coast Water Authority	3630 FM 1765 Texas City, TX 77591	Water	\$209,826	\$0	\$104,913
Gulf South Pipeline Company LLC	PO Box 730000 Dallas, TX 75373	Natural Gas	\$104,780	\$0	\$52,390
Ironclad Environmental Solutions	425 W Plantation Drive Suite B Clute, TX 77531	Waste Collection	\$327	\$0	\$163
Kinder Morgan Tejas Pipeline LLC	1001 Louisiana Street, Suite 1000, Houston, TX 77002	Natural Gas	\$1,833,333	\$3,500,000	\$0
Republic Services Inc.	18500 N Allied Way Phoenix, AZ 85054	Waste Collection	\$78,833	\$0	\$39,416
Riviera Utilities	PO Box 2050 Foley, AL 36536	Electricity / Natural Gas / Water	\$129,448	\$207,000	\$0

Provider	Address	Service(s) Provided	Average Monthly Expenditure	Prepetition Deposits	Adequate Assurance Deposit
Safety-Kleen Systems, Inc.	PO Box 975201 Dallas, TX 75397	Waste Collection	\$2,574	\$0	\$1,287
Tennessee Valley Authority	307 Clinton Avenue West #300, Huntsville, AL 35801	Electricity	\$2,400,000	\$1,200,000 ¹	\$0
T-Mobile USA, Inc.	PO Box 742596 Cincinnati, OH 45274	Telecommunications	\$17,000	\$0	\$8,500
US Waste Industries, Inc.	4420 Jefferies Highway, Walterboro, SC 29488	Waste Collection	\$5,761	\$0	\$2,881
Verizon Wireless	PO Box 660108 Dallas, TX 75266	Telecommunications	\$9,000	\$0	\$4,500
Waste Control Specialists	17103 Preston Road, Suite 200, Dallas, TX 75248	Waste Collection	\$95,973	\$0	\$47,986
Waste Management Inc.	PO Box 932599 Atlanta, GA 31193	Waste Collection	\$145,127	\$0	\$72,563
Waste Masters of Texas LLC	20939 Highway 6 Manvel, TX 77578	Waste Collection	\$18,320	\$0	\$9,160

¹ Prepetition Deposit held in the form of a \$600,000 weekly prepayment and a \$600,000 letter of credit.

United States Bankruptcy Court
Southern District of Texas

In re:
Ascend Performance Materials Holdings In
Debtor

Case No. 25-90127-cml
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Apr 22, 2025

User: ADIuser
Form ID: pdf002

Page 1 of 3
Total Noticed: 7

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 24, 2025:

Recip ID	Recipient Name and Address
db	+ Ascend Performance Materials Holdings Inc., 1010 Travis Street, Suite 900, Houston, tx 77002-5928
intp	+ Ad Hoc Group of Term Lenders, 700 Louisiana Street, Ste. 4545, Houston, TX 77002-2790, UNITED STATES 77002-2869
cr	+ LeBeouf Bros. Towing, LLC, P. O. Box 9036, Houma, LA 70361-9036
cr	+ Mastec Industrial Corporation, c/o Quinn Emanuel Urquhart & Sullivan, Attn: Victor Noskov, 295 5th Avenue, New York, NY 10016-7103
cr	+ Turner Industries Group, L.L.C., 8687 United Plaza Blvd, Baton Rouge, LA 70809-7009
cr	+ Wells Fargo Capital Finance, LLC, in its capacity, c/o David R. Eastlake, Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 6700, Houston, TX 77002-6003

TOTAL: 6

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
op	^ MEBN	Apr 22 2025 21:05:32	Epiq Corporate Restructuring, LLC, 777 3rd Ave, New York, NY 10017-1401
cr	+ Email/Text: David.Eastlake@gtlaw.com	Apr 22 2025 21:06:00	Wells Fargo Capital Finance, LLC, in its capacity, c/o David R. Eastlake, Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 6700, Houston, TX 77002-6003

TOTAL: 2

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		Citizens Asset Finance, a division of Citizens Ban
cr		City Of Rosenberg
cr		Marathon Petroleum Company LP
intp		Wilmington Savings Fund Society, FSB, as DIP Term

TOTAL: 4 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

District/off: 0541-4
Date Rcvd: Apr 22, 2025

User: ADIuser
Form ID: pdf002

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Total Noticed: 7

Date: Apr 24, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 22, 2025 at the address(es) listed below:

Name	Email Address
Benjamin W Kadden	on behalf of Creditor LeBeouf Bros. Towing LLC bkadden@lawla.com, mnguyen@lawla.com
Brett D Goodman	on behalf of Interested Party Wilmington Savings Fund Society FSB, as DIP Term Loan Agent, Prepetition Term Loan Agent and Prepetition Super Priority Term Loan Agent brett.goodman@afslaw.com, edocket@afslaw.com
David Robert Eastlake	on behalf of Creditor Wells Fargo Capital Finance LLC, in its capacity as Prepetition ABL Agent and DIP ABL Agent David.Eastlake@gtlaw.com, jamrokg@gtlaw.com
Jana Smith Whitworth	on behalf of U.S. Trustee US Trustee jana.whitworth@usdoj.gov
Jason Gary Cohen	on behalf of Debtor APM Disc Inc. jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jason Gary Cohen	on behalf of Debtor APM (PR) LLC jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jason Gary Cohen	on behalf of Debtor APM (Canada) LLC jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jason Gary Cohen	on behalf of Debtor Ascend Performance Materials Consumer Solutions Holdings LLC jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jason Gary Cohen	on behalf of Debtor Ascend Performance Materials Consumer Solutions LLC jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jason Gary Cohen	on behalf of Debtor Ascend Performance Materials Operations LLC jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jason Gary Cohen	on behalf of Debtor Ascend Performance Materials Texas Inc. jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jason Gary Cohen	on behalf of Debtor Ascend Performance Materials Holdings Inc. jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jason Gary Cohen	on behalf of Debtor APM Foreign Holdings LLC jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jason Gary Cohen	on behalf of Debtor Ascend Performance Materials Inc. jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jason Gary Cohen	on behalf of Debtor APM Disc Holdings LLC jason.cohen@bracewell.com mary. Kearney@bracewell.com
Jayson B. Ruff	on behalf of U.S. Trustee US Trustee jayson.b.ruff@usdoj.gov
Kirk A Patrick, III	on behalf of Creditor Turner Industries Group L.L.C. kpatrick@dps-law.com, mjones@dps-law.com
Melissa E Valdez	on behalf of Creditor City Of Rosenberg mvaldez@pbfc.com mvaldez@ecf.courtdrive.com; arandermann@pbfc.com
Ronald E Gold	on behalf of Creditor Marathon Petroleum Company LP rgold@fbtlaw.com awebb@fbtlaw.com; eseverini@fbtlaw.com; jkleisinger@fbtlaw.com
Sean B Davis	on behalf of Creditor Citizens Asset Finance a division of Citizens Bank, N.A. sbdavis@winstead.com, mmingo@winstead.com
Thomas A Howley	on behalf of Interested Party Ad Hoc Group of Term Lenders tom@howley-law.com roland@howley-law.com; eric@howley-law.com
US Trustee	USTPRegion07.HU.ECF@USDOJ.GOV

District/off: 0541-4

User: ADIuser

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