

ENTERED

July 18, 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
HOLDINGS INC., *et al.*,¹

Case No.25-90127 (CML)

Debtors.

(Jointly Administered)

**ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT
OF DUCERA PARTNERS LLC AS INVESTMENT BANKER
EFFECTIVE AS OF MAY 9, 2025, AND (II) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the Official Committee of Unsecured Creditors (the “Committee”) appointed in the chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for entry of an order (this “Order”) pursuant to sections 328 and 1103 of the Bankruptcy Code, Bankruptcy Rule 2014 and 2016, and Local Rules 2014-1 and 2016-1, authorizing the retention and employment of Ducera as investment banker to the Committee in accordance with the terms and conditions set forth in the Engagement Letter dated effective as of May 9, 2025, a copy of which is attached hereto as **Exhibit 1**; and upon the Genereux Declaration; and the Court having jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334 to consider the Application and the relief requested therein; and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied that notice of the Application and the opportunity for a hearing on the Application was

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 shall have the meanings ascribed to them in the Application.

appropriate under the particular circumstances and no further or other notice need be given; and the Court finding, based on the representations made in the Application and the Genereux Declaration, that Ducera does not represent any interest adverse to the Committee with respect to the matters upon which it is to be engaged, and that Ducera is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy Code; and that while employed by the Committee, Ducera will not represent any other person or entity having an adverse interest in connection with these Chapter 11 Cases; and this Court having determined that the terms and conditions of Ducera’s employment, including the Fee and Expense Structure, set forth in the Engagement Letter are reasonable as required by section 328(a) of the Bankruptcy Code and in the best interest of the Debtors and their estates; and this Court having determined that the legal and factual bases set forth in the Application and the Genereux Declaration, establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is APPROVED as set forth herein.
2. Pursuant to sections 328 and 1103(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, the Committee is authorized to retain and employ Ducera as its investment banker, effective as of May 9, 2025, in accordance with the terms and conditions set forth in the Application, the Genereux Declaration, and the Engagement Letter, as modified by the terms of this Order.
3. Ducera’s compensation, as set forth in the Engagement Letter, including, without limitation, the Fee and Expense Structure, is approved pursuant to section 328(a) of the Bankruptcy Code. Ducera shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of this Order and the Engagement Letter, subject to the

procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of this Court.

4. None of the fees payable to Ducera under the Engagement Letter shall constitute a “bonus” or fee enhancement under applicable law.

5. Ducera shall file monthly fee statements and fee applications for the allowance of compensation and reimbursement of expenses pursuant to and in accordance with the applicable procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders and procedures of this Court; provided, however, Ducera shall be required to keep only summary time records for its professionals in half hour increments, not tenth-hour increments, (without the need to maintain time records on a “project category” basis) and Ducera’s administrative departments shall not be required to keep time records. Ducera shall maintain records of its services rendered for the Committee, including summary descriptions of those services, the approximate time expended in providing those services and the identity of the professionals who provided those services, and shall present such records together with its fee applications filed with the Court. The interim and final fee applications filed by Ducera shall be subject to review only pursuant to the standard of review set forth in Bankruptcy Code section 328(a), and not subject to the standard of review set forth in Bankruptcy Code section 330; provided, however, that the Court and the U.S. Trustee shall retain the right to object to the compensation and expenses to be paid to Ducera pursuant to such fee applications based on the reasonableness standard provided for in Bankruptcy Code section 330; provided, however, that fees and expenses shall be subject to review and approval in any interim and final fee applications and shall be paid pursuant to an order of this Court. Notwithstanding the foregoing, the Committee is authorized to pay the \$175,000 Monthly Fee to Ducera each month when required under the Engagement Letter

without a prior fee application; provided, however, for the avoidance of doubt, the Monthly Fees shall be subject to review and approval in any interim and final fee applications. All fees paid to Ducera are subject to disgorgement unless and until they are approved by the Court on a final basis.

6. In accordance with the terms set forth in the Application and the Engagement Letter, as modified by this Order, Ducera is entitled to reimbursement of actual and necessary expenses, including legal fees. Notwithstanding the foregoing, in the event that, during the pendency of these Chapter 11 Cases, Ducera seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in Ducera's fee applications and such invoices and time records shall be in compliance with the Local Rules, and shall be subject to approval of the Court under the standards of Bankruptcy Code sections 330 and 331, without regard to whether such professional has been retained under the applicable provisions of the Bankruptcy Code and without regard to whether such attorney's services satisfy Bankruptcy Code section 330(a)(3)(c). Notwithstanding the foregoing, Ducera shall only be reimbursed in these Chapter 11 Cases for any legal fees incurred in connection with these Chapter 11 Cases to the extent permitted under applicable law and the decisions of this Court.

7. The Debtors shall be bound by the indemnification, contribution, reimbursement, exculpation and other provisions of the Engagement Letter and will indemnify and hold harmless Ducera and other Indemnified Persons (as defined in the Engagement Letter), pursuant to the Engagement Letter, subject to the following modifications during the pendency of these Chapter 11 Cases:

- (a) subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify, and shall indemnify, Ducera for any claim arising from, related to, or in connection with the services provided by Ducera as specified in the Application, but not for any claim arising from,

related to, or in connection with Ducera's performance of any other services other than those in connection with the engagement, unless such services and indemnification therefor are approved by this Court;

- (b) notwithstanding any provisions of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify any Indemnified Person, or provide contribution or reimbursement to any Indemnified Person, for any claim or expense that is either (i) judicially determined (the determination having become final) to have resulted primarily from Ducera's gross negligence, willful misconduct, breach of fiduciary duty (if any), bad faith, or fraud unless the Court determines that indemnification would be permissible under applicable law or (ii) settled prior to a judicial determination as to Ducera's gross negligence, willful misconduct, breach of fiduciary duty (if any), bad faith, or fraud, but determined by the Court, after notice and a hearing pursuant to subparagraph (c), *infra*, to be a claim or expense for which Ducera should not receive indemnification, contribution, or reimbursement under the terms of the Engagement Letter; and
- (c) if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Cases, any Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Ducera must file an application therefor in this Court, and the Debtors may not pay any such amounts to Ducera or any other Indemnified Person before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Ducera and the other Indemnified Persons for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Persons. All parties in interest, including, for the avoidance of doubt, the U.S. Trustee, shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, or reimbursement.

8. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

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

10. Notwithstanding anything in the Application or the Engagement Agreement to the contrary, to the extent Ducera retains the services of independent or third party contractors, subcontractors or employees of foreign affiliates or subsidiaries (collectively, the “Contractors”) in these chapter 11 cases to conduct certain of its investment banking services under the Engagement Agreement in its stead and Ducera seeks to pass through to the Debtors, and requests to be reimbursed for, the fees and/or costs of the Contractors, Ducera shall (a) pass through the fees of such Contractors to the Debtors at the same rate that Ducera pays the Contractors; (b) seek reimbursement for actual costs of the Contractors only; and (c) ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014 and file with the Court such disclosures as required by Bankruptcy Rule 2014.

11. Ducera’s Monthly Fee shall be prorated for any month in which Ducera is not retained for each day of the month.

12. During the pendency of these chapter 11 cases, Ducera will not use the services of its affiliates unless the applicable affiliate files a declaration of disinterestedness with applicable disclosures of connections, if any, and such Ducera affiliate is a “disinterested person” as that term is defined in section Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), and as required by Bankruptcy Code section 327(a).

13. In the event that, during the pendency of these chapter 11 cases, Ducera seeks reimbursement for any attorneys’ fees and/or expenses pursuant to the Engagement Letter, the invoices and reasonably detailed supporting time records from such attorneys shall be included in Ducera’s own fee applications and subject to approval of the Court under the standards of

Bankruptcy Code sections 330 and 331, without regard to whether such attorney has been retained under Bankruptcy Code section 327 and without regard to whether such attorney's services satisfy Bankruptcy Code section 330(a)(3)(C); *provided*, however, that, absent further order of the Court, Ducera shall not seek reimbursement from the Debtors' estates for any fees or expenses incurred in defending any of Ducera's fee applications in these chapter 11 cases.

14. To the extent the Committee and Ducera enter into any supplemental agreements or engagement letters not otherwise contemplated by the Engagement Letter (collectively, "Expanded Retention Documents"), the Debtors will file such Expanded Retention Documents with the Court and serve such Expanded Retention Documents upon the U.S. Trustee and the Debtors. If no objection is filed and served on the Committee within ten (10) days after such Expanded Retention Documents are served, the Court may enter an order approving Ducera's retention under such Expanded Retention Documents. To the extent any of such party objects within ten (10) days of such Expanded Retention Documents being served, the Committee will promptly schedule a hearing before the Court on such matter. The Expanded Retention Documents will not be effective unless and until they are approved by the Court. All additional services shall be subject to the provisions of this Order.

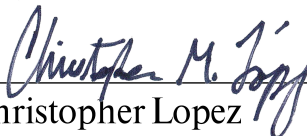
15. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Letter, the Genereux Declaration, and this Order, the terms of this Order shall govern.

16. The Committee and Ducera are authorized and empowered to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Application.

17. Notwithstanding anything to the contrary in the Engagement Letter, this Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

18. The relief granted herein shall be binding upon any chapter 11 trustee appointed in the Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of the Chapter 11 Cases to cases under chapter 7.

Signed: July 18, 2025



Christopher Lopez
United States Bankruptcy Judge