

ENTERED

October 20, 2025

Nathan Ochsner, Clerk

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

In re:

ASCEND PERFORMANCE MATERIALS
HOLDINGS INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90127 (CML)
)
)
) (Jointly Administered)
)**ORDER (I) APPROVING THE
ADEQUACY OF THE DISCLOSURE
STATEMENT, (II) APPROVING THE SOLICITATION
PROCEDURES WITH RESPECT TO CONFIRMATION
OF THE DEBTORS' PROPOSED SECOND AMENDED JOINT
CHAPTER 11 PLAN, (III) APPROVING THE FORM OF BALLOTS AND
NOTICES IN CONNECTION THEREWITH, (IV) SCHEDULING CERTAIN
DATES WITH RESPECT THERETO, AND (V) 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) approving the adequacy of the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and its Debtor Affiliates* (the "Disclosure Statement"); (b) approving certain dates and deadlines related to confirmation of the Plan; (c) approving the Ballots; (d) approving the Solicitation Packages and the manner of service thereof; (e) approving the Confirmation Hearing Notice; (f) approving the Plan Supplement Notice; (g) approving the Non-Voting Status Notices; (h) approving the Assumption Notice; (i) approving the Solicitation Procedures with respect to confirmation of the Debtors' proposed Chapter 11 Plan; and (j) granting

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' 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.

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 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 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"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, 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:**

I. Approval of the Disclosure Statement.

1. The Disclosure Statement, substantially in the form attached hereto as **Exhibit 1**, is hereby approved as providing holders of Claims or Interests entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

2. The Disclosure Statement (including all applicable exhibits thereto) provides Holders of Claims and/or Interests and other parties in interest with sufficient notice of the

injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rules 2002(c), 3016, and 3016(c).

II. Approval of the Solicitation Procedures.

3. The Debtors are authorized to solicit, receive, and tabulate votes to accept or reject the Plan in accordance with the Solicitation Procedures, substantially in the form attached hereto as **Exhibit 2**, which are hereby approved in their entirety.

III. Approval of the Confirmation Schedule and Certain Dates and Deadlines with Respect to the Plan and Solicitation.

4. The following dates are hereby established (subject to modification as necessary by the Debtors) and approved with respect to the solicitation of votes to accept or reject the Plan, voting on the Plan, filing objections to confirmation the Plan, and confirming the Plan:

Event	Date	Description
Voting Record Date	September 22, 2025	The date for determining which Holders of Claims and Interests in the Voting Classes ³ are entitled to vote to accept or reject the Plan (the “ <u>Voting Record Date</u> ”).
Solicitation Materials Mailing Deadline	Two Business Days after entry of the Order, or as soon as reasonably practicable thereafter	The deadline by which the Debtors must distribute the Solicitation Packages, including the applicable Ballots, to Holders of Claims and Interests entitled to vote to accept or reject the Plan (the “ <u>Solicitation Materials Mailing Deadline</u> ”).
Publication Deadline	Five Business Days after entry of the Order or as soon as reasonably practicable thereafter	The last date by which the Debtors will submit the Confirmation Hearing Notice in a format modified for publication (such notice, the “ <u>Publication Notice</u> ”).
Initial Plan Supplement Filing Deadline	November 14, 2025	The deadline by which the Debtors shall file the initial Plan Supplement (the “ <u>Plan Supplement Deadline</u> ”).

³ “Voting Classes” means, collectively, Classes 3, 4A, 4B, 4C, 5A, 5B, and 8, and each a “Voting Class.”

Event	Date	Description
Voting Deadline	November 18, 2025, at 4:00 p.m., prevailing Central Time	The deadline by which Holders of Claims and Interests entitled to vote may vote to accept or reject the Plan (the “ <u>Voting Deadline</u> ”).
Opt-Out Deadline	November 18, 2025, at 4:00 p.m., prevailing Central Time	The deadline by which Holders of Claims and Interests may submit an opt-out form (each, an “ <u>Opt-Out Form</u> ”) to opt out of the releases set forth in Article VIII of the Plan (the “ <u>Opt-Out Deadline</u> ”).
Confirmation Objection Deadline	November 18, 2025, at 4:00 p.m., prevailing Central Time	The deadline by which parties in interest may file objections to confirmation of the Plan (including objections to any assumption or rejection of an Executory Contract or Unexpired Lease thereunder or as set forth in the Plan Supplement) (the “ <u>Confirmation Objection Deadline</u> ”).
Deadline to File Voting Report	November 23, 2025	The date by which the Debtors will file the report tabulating votes on the Plan (the “ <u>Voting Report</u> ”).
Confirmation Brief Deadline	November 23, 2025	The date by which the Debtors shall file their brief in support of confirmation of the Plan in response to objections thereto (the “ <u>Confirmation Brief Deadline</u> ”).
Confirmation Hearing Date	November 24, 2025, at 3:00 p.m., prevailing Central Time	The date for the hearing at which this Court will consider confirmation of the Plan (the “ <u>Confirmation Hearing Date</u> ”).

A. Approval of the Procedures for Filing Objections to the Plan.

5. Objections to confirmation of the Plan will not be considered by the Court unless such objections are timely filed and properly served in accordance with this Order. Specifically, all objections to confirmation of the Plan or requests for modifications to the Plan, if any, **must**: (a) be in writing; (b) conform to the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state the name and address, with particularity, of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state, with particularity, the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan (or related materials) that would resolve

such objections; and (e) be filed with the Court with proof of service thereof and served upon the Debtors so as to be **actually received by the Confirmation Objection Deadline, November 18, 2025, at 4:00 p.m. (prevailing Central Time).**

IV. Approval of the Solicitation Procedures and the Solicitation Materials.

A. Approval of the Form of the Ballots.

6. The Ballots, substantially in the form attached hereto as **Exhibit 3**, **Exhibit 4**, **Exhibit 5A**, **Exhibit 5B**, and **Exhibit 6** are hereby approved and comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

B. Approval of the Form and Distribution of Solicitation Packages to Parties Entitled to Vote on the Plan.

7. The Solicitation Packages to be transmitted on or before the Solicitation Materials Mailing Deadline, or as soon as reasonably practicable thereafter, to those Holders of Claims and Interests entitled to vote on the Plan as of the Voting Record Date, shall include the following, the form of each of which is hereby approved:

- a. this Order (excluding the exhibits hereto, except as set forth below);
- b. the approved Disclosure Statement and all exhibits attached thereto, including the Plan, attached hereto as **Exhibit 1**;
- c. the Solicitation Procedures attached hereto as **Exhibit 2**;
- d. the Ballots, substantially in the form attached hereto as **Exhibit 3**, **Exhibit 4**, **Exhibit 5A**, **Exhibit 5B**, and **Exhibit 6** including voting instructions with respect thereto, and the opportunity to opt out of the release as set forth in Article VIII of the Plan and a pre-addressed, postage prepaid return envelope;
- e. the Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 9**;
- f. the Cover Letter and the letter from the Committee in support of the Plan (the “**Committee Letter**”), substantially in the forms attached hereto as **Exhibit 12** and **Exhibit 13**, respectively; and

- g. any additional documents that the Court has ordered to be made available to Holders of Claims or Interests in the Voting Classes.

8. The Solicitation Packages provide Holders of Claims and Interests entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code, and the Bankruptcy Local Rules.

9. The Debtors, with the assistance of the Solicitation Agent, shall transmit Solicitation Packages to all Holders of Claims and Interests in the Voting Classes entitled to vote on the Plan on or before the Solicitation Materials Mailing Deadline in accordance with the Solicitation Procedures or as soon as reasonably practicable thereafter. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

10. The Debtors are authorized to distribute, with the assistance of the Solicitation Agent, the Solicitation Packages via first-class U.S. mail (using the mailing address maintained by the Debtors as of the Voting Record Date) or in electronic format consistent with the terms of the Solicitation Procedures to all Holders of Claims and/or Interests entitled to vote on the Plan on or before or before the Solicitation Materials Mailing Deadline. The Solicitation Package shall provide the Plan, the Disclosure Statement, and the Disclosure Statement Order (without exhibits, except for the Solicitation Procedures) in electronic format, and all other contents of the Solicitation Package, including the Ballots, the Cover Letter, the Committee Letter, and the Confirmation Hearing Notice, in paper format. On or before the Solicitation Materials Mailing Deadline, the Debtors shall provide complete Solicitation Packages (*excluding* the Ballots) in an electronic format to the U.S. Trustee and all parties on the 2002 List as of the Voting Record Date. Notwithstanding anything herein or in the Solicitation Procedures to the contrary, any and all materials in the Solicitation Package or otherwise required to be provided to Holders of Claims

and Interests in the Voting Classes in paper format in connection with this Order or the Solicitation Procedures, including the Confirmation Hearing Notice, may instead be provided to Holders of DIP Term Loan Claims and Holders of Claims in Class 3 by email in lieu of paper format, and the Debtors shall not be required to provide such Holders with a pre-addressed, postage paid return envelope, and such service and notice shall be sufficient and adequate.

11. Any party that receives materials in electronic format but would prefer to receive materials in paper format may contact the Solicitation Agent and request paper copies of the materials previously received in electronic format (to be provided at the Debtors' expense).

12. In the event a Claim or Interest is transferred after the Voting Record Date, the transferee of such Claim or Interest shall be bound by any vote on the Plan, distribution election, or opt-out election made by the Holder of such Claim or Interest as of the Voting Record Date.

13. If a Holder of a Claim in a Voting Class, which Claim is not listed in the Debtors' Schedules⁴ and for which Claim such Holder has not filed a Proof of Claim as of the Voting Record Date, files a Proof of Claim after the Voting Record Date, but before the applicable Bar Date and before the Voting Deadline, the Solicitation Agent shall serve such Holder a Solicitation Package (including the applicable Ballots) as soon as reasonably practicable after its Proof of Claim has been filed and processed by the Solicitation Agent.

14. The Solicitation Agent is authorized to assist the Debtors in (a) distributing the Solicitation Packages and other solicitation materials; (b) receiving, tabulating, and reporting on the Ballots cast to accept or reject the Plan by Holders of Claims and Interests against the Debtors; (c) responding to inquiries from Holders of Claims and/or Interests and other parties in

⁴ "Schedules" means, collectively, the Debtors' original schedules of assets and liabilities [Docket Nos. 509-19] and each amended Schedule G [Docket Nos. 629-31].

interest relating to the Disclosure Statement, the Plan, the Solicitation Package (*including* the Ballots), and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan; (d) soliciting votes on the Plan; and (e) if necessary, contacting Holders of Claims and/or Interests regarding the solicitation materials, the Plan, and/or the Disclosure Statement. The Solicitation Agent is further authorized, but not directed or required, to contact Holders of Claims and Interests to reconcile discrepancies or cure defects with their submitted Ballot, *provided* that neither the Debtors nor the Solicitation Agent will incur any liability for failure to provide notice of such discrepancies or defects.

15. The Solicitation Agent is also authorized to accept Ballots via electronic online transmission through a customized online portal on the Debtors' case website. The encrypted Ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot Form submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

C. Approval of the Form of the Non-Voting Status Notices.

16. Except to the extent the Debtors determine otherwise, the Debtors are not required to provide Solicitation Packages to Holders of Claims and/or Interests in Non-Voting Classes,⁵ as such Holders are not entitled to vote on the Plan. Instead, on or before the Solicitation Materials Mailing Deadline, or as soon as reasonably practicable thereafter, the Debtors, with the assistance of the Solicitation Agent, shall distribute, via first-class U.S. mail, the Confirmation Hearing Notice and the applicable form of Non-Voting Status Notice in lieu of the Solicitation Package,

⁵ "Non-Voting Classes" means, collectively, Classes 1, 2, 6, 7, 9, and 10.

the form of each of which is hereby approved, to Holders of Claims and/or Interests in Non-Voting Classes:

- a. ***Unimpaired Claims—Conclusively Presumed to Accept.*** Holders of Claims in Classes 1 and 2 are Unimpaired under the Plan and, therefore, are conclusively presumed to have accepted the Plan. As such, Holders of such Claims will receive a notice, substantially in the form attached to the Order as **Exhibit 7**, in lieu of a Solicitation Package; and
- b. ***Impaired Claims or Interests—Deemed to Reject.*** Holders of Claims or Interests in Classes 9 and 10 are Impaired under the Plan and, therefore, are deemed to reject the Plan. As such, Holders of such Claims or Interests will receive a notice, substantially in the form attached to the Order as **Exhibit 8**, in lieu of a Solicitation Package.

17. The Solicitation Agent is authorized to rely on the email or physical mailing address information for all Classes as compiled, updated, and maintained by the Solicitation Agent as of the Voting Record Date. Where the Confirmation Hearing Notice, Solicitation Package, and/or any other notices described in the Motion are returned as undeliverable, the Solicitation Agent will only attempt to redistribute such materials where such entity has provided the Solicitation Agent with an accurate email or physical address at least seven days prior to the Voting Deadline. Failure to distribute documents to such entities, however, does not constitute inadequate notice of the Confirmation Hearing Notice, the Solicitation Package, the Voting Deadline, and/or any other notices described in the Motion and/or a violation of the Bankruptcy Rules.

18. The Debtors are not required to distribute Solicitation Packages, a Non-Voting Status Notice, or any other solicitation materials to: (a) Holders of Claims that have already been paid in full during the chapter 11 cases; (b) any party to whom the notice of the Motion was sent but was subsequently returned as undeliverable without a forwarding address; or (c) the Holders of Class 6 Intercompany Claims or Class 7 Intercompany Interests.

19. If a Holder of a Claim in a Non-Voting Class, which Claim is not listed in the Debtors' Schedules and for which Claim such Holder has not filed a Proof of Claim as of the

Voting Record Date, files a Proof of Claim after the Voting Record Date, but before the applicable Bar Date and before the Voting Deadline, the Solicitation Agent shall serve such Holder the applicable form of Non-Voting Status Notice and a copy of the Confirmation Hearing Notice as soon as practicable after its Claim has been filed and processed by the Solicitation Agent.

20. The Non-Voting Status Notice, and service thereof as described in the Motion, and the Voting Deadline comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved.

D. Approval of the Form of the Confirmation Hearing Notice.

21. The Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 9**, is approved and constitutes adequate and sufficient notice of the hearing to consider confirmation of the Plan, the manner in which a copy of the Plan and the Disclosure Statement can be obtained, and the time fixed for filing objections to confirmation of the Plan, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. The Confirmation Hearing Notice shall be filed by the Debtors and served upon parties in interest in these chapter 11 cases no later than one Business Day after entry of this Order. The Debtors shall conform the Confirmation Hearing Notice into a publishable format, which will serve as the Publication Notice. The Publication Notice shall be published on one occasion in *The New York Times* (U.S. national edition), *The Financial Times* (global edition), and any such other similar publications that the Debtors deem appropriate no later than five Business Days after entry of this Order, or as soon as reasonably practicable thereafter.

22. The Confirmation Hearing Notice provides Holders of Claims, Holders of Interests, and other parties in interest with sufficient notice of the release provisions contained in Article VIII of the Plan and the effect thereof.

E. Approval of the Form of the Plan Supplement Notice.

23. The Debtors are authorized to send notice of the filing of the Plan Supplement to parties in interest, substantially in the form attached hereto as **Exhibit 10**. Notwithstanding the foregoing, the Debtors may amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date in accordance with the Plan.

F. Approval of the Form of Notice to Contract and Lease Counterparties.

24. The Debtors shall mail a notice of assumption of any Executory Contract or Unexpired Leases (and any corresponding Cure Claims), substantially in the form attached hereto as **Exhibit 11** to the applicable counterparties to the Executory Contracts and Unexpired Leases that will be assumed pursuant to the Plan (as the case may be), as soon as reasonably practicable after the applicable Assumed Executory Contracts and Unexpired Leases Schedule is filed.

G. Non-Substantive Modifications.

25. The Debtors are authorized to make non-substantive or immaterial changes to the Plan, the Disclosure Statement, the Solicitation Procedures, the Ballots, the Solicitation Packages, any notices approved by this Order, and any related documents without further order of the Court, including formatting changes, changes to correct typographical and grammatical errors, and conforming changes among the Plan, the Disclosure Statement, any other materials in the Solicitation Package, and related documents (including the appendices thereto) where, in the Debtors' reasonable discretion, doing so would better facilitate the solicitation process. Subject to the foregoing, the Debtors are authorized to solicit, receive, and tabulate votes to accept or reject the Plan in accordance with this Order without further order of the Court.

V. Miscellaneous.

26. The Debtors' rights are reserved to modify the Plan without further order of the Court in accordance with Article X of the Plan, including the right to withdraw the Plan as to an individual Debtor at any time before the Confirmation Hearing Date.

27. The Solicitation Agent is required to retain all paper copies of the Ballots and all solicitation-related correspondence for one year following the Effective Date (as defined in the Plan), whereupon the Solicitation Agent is authorized to destroy and/or otherwise dispose of: (a) all paper copies of the Ballots, (b) printed Solicitation Packages including unused copies of the solicitation materials, and (c) all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Court in writing within such one year period.

28. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a Proof of Claim after the Voting Record Date.

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

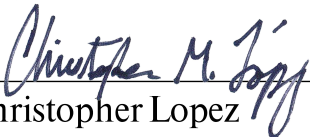
30. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

31. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

Signed: October 20, 2025



Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

**Disclosure Statement On
File at Docket No. 992**

Exhibit 2

**Form of
Solicitation Procedures**

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

In re:

ASCEND PERFORMANCE MATERIALS
HOLDINGS INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90127 (CML)
)
)
) (Jointly Administered)
)

SOLICITATION PROCEDURES

PLEASE TAKE NOTICE THAT on [●], 2025, the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) approving the adequacy of the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Inc., and its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or modified from time to time, and including all exhibits thereto, the “Disclosure Statement”) on a final basis; (b) approving these solicitation and voting procedures (the “Solicitation Procedures”) with respect to confirmation of the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Inc. and its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or modified from time to time, the “Plan”);² (c) approving the forms of ballots and notices in connection therewith; (d) scheduling certain dates with respect thereto; and (e) granting related relief.

A. The Voting Record Date.

The Court has established **September 22, 2025** as the record date for purposes of determining which Holders of Claims and Interests in Classes 3, 4A, 4B, 4C, 5A, 5B, and 8 (each, a “Voting Class,” and collectively, the “Voting Classes”) are entitled to vote to accept or reject the Plan (the “Voting Record Date”).

B. The Voting Deadline.

The Court has established at **4:00 p.m., prevailing Central Time, on November 18, 2025**, as the voting deadline (the “Voting Deadline”) for the Plan. The Debtors may extend the Voting Deadline, in their discretion, without further notice or order of the Court. To be counted as a vote

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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 Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

to accept or reject the Plan, each ballot (each a “Ballot”) must be properly executed, completed, and delivered pursuant to the instructions set forth on the applicable Ballot so as to be ***actually received*** by Epiq Corporate Restructuring, LLC (the “Solicitation Agent”) no later than the Voting Deadline. Delivery of a Ballot or an Opt-Out Form to the Solicitation Agent by e-mail, facsimile, or other electronic means shall not be valid with the exception of completed Ballots and Opt-Out Forms submitted via the Solicitation Agent’s online portal at <https://dm.epiq11.com/Ascend>. Ballots submitted to the Solicitation Agent by any means other than expressly provided in these Solicitation Procedures ***shall not be valid and shall not be counted***.

C. Form, Content, and Manner of Notices.

1. The Solicitation Package.

The following materials shall constitute the solicitation package (the “Solicitation Package”):

- a. the entered Disclosure Statement Order (excluding the exhibits, except for the Solicitation Procedures);
- b. the approved Disclosure Statement, attached as Exhibit 1 to the Disclosure Statement Order (and the exhibits attached thereto, including the Plan);
- c. these Solicitation Procedures, attached as Exhibit 2 to the Disclosure Statement Order;
- d. forms of the applicable Ballots, substantially in the form attached as Exhibit 3, Exhibit 4, Exhibit 5A, Exhibit 5B, and Exhibit 6 to the Disclosure Statement Order, as applicable, including voting instructions with respect thereto and the opportunity to opt out of the release set forth in Article VIII.D of the Plan and a pre-addressed, postage prepaid return envelope;
- e. the *Notice of Hearing to Consider (I) Confirmation of the Second Amended Joint Chapter 11 Plan of Reorganization Filed by the Debtors and (II) Related Voting and Objection Procedures*, substantially in the form attached as Exhibit 9 to the Disclosure Statement Order (the “Confirmation Hearing Notice”);
- f. the Cover Letter, which describes the contents of the Solicitation Package and urges Holders of Claims and Interests in the Voting Classes to vote to accept the Plan;
- g. the Committee Letter; and
- h. any additional documents that the Court orders to be made available to Holders of Claims and Interests in the Voting Classes.

2. *Distribution of the Solicitation Package.*

a. *Distribution to Voting Classes*

The Solicitation Package shall provide the Plan, the Disclosure Statement, and the Disclosure Statement Order (without exhibits) in electronic format, and all other contents of the Solicitation Package, including the Ballots, the Cover Letter, the Committee Letter, and the Confirmation Hearing Notice, in paper format. Any party that receives the materials in electronic format but would prefer paper format may contact the Solicitation Agent and request paper copies of any materials previously received in electronic format (to be provided at the Debtors' expense) by: (a) writing to Ascend Performance Materials Holdings Inc. c/o Epiq Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (b) calling the Debtors' restructuring hotline at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International) and requesting to speak with a member of the solicitation team; or (c) e-mailing ascendinfo@epiqglobal.com.

For purposes of serving the Solicitation Packages, the Debtors may rely on the mailing address information for the Voting Classes as compiled, updated, and maintained by the Solicitation Agent as of the Voting Record Date. The Debtors and the Solicitation Agent are not required to conduct any additional research for updated addresses based on undeliverable Solicitation Packages (including Ballots) or Non-Voting Status Notices. Notwithstanding anything herein or in the Disclosure Statement Order to the contrary, any and all materials in the Solicitation Package or otherwise required to be provided to Holders of Claims and Interests in the Voting Classes in paper format in connection with this Order or the Solicitation Procedures, including the Confirmation Hearing Notice, may instead be provided to Holders of DIP Term Loan Claims and Holders of Claims in Class 3 by email in lieu of paper format, and the Debtors shall not be required to provide such Holders with a pre-addressed, postage paid return envelope, and such service and notice shall be sufficient and adequate.

b. *Distribution to Other Parties in Interest*

All Holders of Claims and/or Interests will also receive a paper copy of the Confirmation Hearing Notice attached to the Disclosure Statement Order as Exhibit 9 via first-class mail from the Solicitation Agent. Holders of Claims and Interests in the Non-Voting Classes, except for Classes 6 and 7, will also receive a paper copy of the applicable Non-Voting Status Notice. The Confirmation Hearing Notice will provide detailed instructions as to how Holders of Claims and/or Interests entitled to vote to accept or reject the Plan or Holders of Claims and/or Interests entitled to a Non-Voting Status Notice may access electronic versions or request hard copies of the remaining solicitation materials.

The Debtors shall electronically serve, or cause to be served, all of the materials in the Solicitation Package (excluding the Ballots) on the U.S. Trustee and on all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 and Bankruptcy Local Rule 2002-1 as of the Voting Record Date.

c. *Timing of Distribution of Solicitation Packages*

The Debtors shall distribute, or cause to be distributed, the Solicitation Package to all Holders of Claims and Interests in the Voting Class who are entitled to vote on the Plan, as

described in Section D below, no later than three Business Days after entry of the Disclosure Statement Order (or as soon as reasonably practicable thereafter).

d. *Avoiding Duplication*

To avoid duplication and reduce expenses, the Debtors will use commercially reasonable efforts to ensure that any Holder of a Claim or Interest who has filed duplicative Proofs of Claim against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claims or Interests and with respect to that Class as against that Debtor.

3. ***Non-Voting Status Notices and Opt-Out Forms for Unimpaired Classes and Classes Deemed to Reject the Plan.***

Holders of Claims and Interests that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive only the *Notice of Non-Voting Status to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan*, substantially in the form annexed as Exhibit 8 to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (***excluding*** Ballots), as well as how they may opt out of the third-party release provided by the Plan (the “Third-Party Release”).

Holders of Claims and Interests who are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code will receive the *Notice of Non-Voting Status to Holders of Impaired Claims or Interests Deemed to Reject the Plan*, substantially in the form annexed as Exhibit 9 to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (***excluding*** Ballots), as well as how they may opt out of the Third-Party Release.

D. Voting and Tabulation Procedures and Establishing Claim and Interest Amounts for Voting Purposes.

1. ***Holders of Claims and Interests Entitled to Vote.***

Only the following Holders of Claims or Interests in a Voting Class shall be entitled to vote on the Plan with regard to such Claims or Interests, and such Holders shall be allowed to vote only in the amounts set forth in Section D.2 of these Solicitation Procedures:

- a. Holders of Claims that are listed in the Schedules; *provided* that Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely Filed Proof of Claim) shall be disallowed for voting purposes (unless the applicable Bar Date has not yet expired, in which case such scheduled claims will be allowed to vote in the amount of \$1.00);

- b. Holders of Claims who, on or before the Voting Record Date, have timely filed a Proof of Claim that (i) has not been expunged, disallowed, disqualified, withdrawn, or superseded prior to the Voting Deadline and (ii) is not the subject of a pending objection, other than a “reduce and allow” objection, filed by the Debtors with the Court at least seven days prior to the Voting Deadline, pending a Resolution Event as provided herein; *provided* that a holder of a Claim that is the subject of a pending objection on a “reduce and allow” basis shall be entitled to vote such Claim in the reduced amount contained in such objection absent a further order of the Court;
- c. Holders of any Disputed Claim that has been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018;
- d. Holders whose Claims arise (i) pursuant to an agreement or settlement with the Debtors, as reflected in a document filed with the Court, (ii) from an order entered by the Court, or (iii) in a document executed by the Debtors pursuant to authority granted by the Court, in each case regardless of whether a Proof of Claim has been filed or the Claim was scheduled as contingent, unliquidated, or disputed;
- e. the assignee of any Claim that was transferred on or before the Voting Record Date by any Entity described in subparagraphs (a) through (d) above; *provided* that (i) such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date, or (ii) the transferee files by the Voting Record Date (a) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (b) a sworn statement of the transferor supporting the validity of the transfer;
- f. Holders of Interests in Ascend Parent, as determined by reference to the Debtors’ books and records.

For the avoidance of doubt, Holders of Claims or Interests described above with Claims or Interests in one or more of the Non-Voting Classes shall not be entitled to vote such Claim or Interest, and any Ballot cast by a Holder on behalf of a Claim or Interest in a Non-Voting Class shall not be counted.

2. *Establishing Claim and Interest Amounts for Voting Purposes.*

Term Loan Claims. The Claim amount of Term Loan Claims for voting purposes only will be established based on the principal amount of the applicable positions held by each beneficial owner of a Term Loan Claim, as of the Voting Record Date, as evidenced by the register provided by the Term Loan Agent in electronic Microsoft Excel format, or other such format acceptable to the Debtors, to the Debtors or the Solicitation Agent no later than five Business Days following

the Voting Record Date (and the Prepetition Agent shall be permitted to provide such register as provided herein).

Asset Financing Agreement Claims. The Claim amount of Asset Financing Agreement Claims for voting purposes only will be established in good-faith by the Debtors, with the assistance of their advisors, based on the Debtors' books and records and internal analysis.

Filed and Scheduled Claims. The Claim amounts established herein shall control for voting purposes only and shall not constitute the Allowed amount of any Claim for any other purpose, including distributions under the Plan. Moreover, any amounts filled in on Ballots by the Debtors through the Solicitation Agent, as applicable, are not binding for purposes of allowance and distribution. In tabulating votes, the following hierarchy shall be used to determine the amount of the Claim, other than a Term Loan or Asset Financing Agreement Claim, associated with each claimant's vote:

- a. First, the Claim amount (i) settled and/or agreed upon by the Debtors, as reflected in a document filed with the Court, (ii) set forth in an order of the Court, (iii) set forth in a document executed by the Debtors pursuant to authority granted by the Court, or (iv) set forth in e-mailed instructions from the Debtors' counsel to the Solicitation Agent with the applicable voter copied;
- b. Second, the Claim amount contained in a Proof of Claim that has been timely filed by the applicable Bar Date (or deemed timely filed by the Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date; *provided* that any Ballot cast by a holder of a Claim who timely files a Proof of Claim in respect of (i) a wholly contingent Claim or a Claim in a wholly-unliquidated or unknown amount (based on a reasonable review by the Debtors and/or the Solicitation Agent) that is not the subject of an objection will count toward satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count as a Ballot for a Claim in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, (ii) a Claim that is the subject of a "reduce and allow" objection will be entitled to vote such Claim only in the reduced amount contained in such objection absent a further order of the Court; and (iii) a partially liquidated and partially unliquidated Claim will be Allowed for voting purposes only in the liquidated amount; *provided*, further, that to the extent the Claim amount contained in the Proof of Claim is different from the Claim amount set forth in a document filed with the Court as referenced in subparagraph (a) above, the Claim amount in the document filed with the Court shall supersede the Claim amount set forth on the respective Proof of Claim for voting purposes;
- c. Third, the Claim amount listed in the Schedules (to the extent such Claim is not superseded by a timely filed Proof of Claim); *provided* that such Claim is not scheduled as contingent, disputed, or unliquidated and/or has

not been paid; *provided*, further, that if the applicable Bar Date has not expired prior to the Voting Record Date, a Claim listed in the Schedules as contingent, disputed, or unliquidated shall vote in the amount of \$1.00; or

- d. Fourth, the Claim amount Allowed (temporarily or otherwise) pursuant to one or more of the following events (a “Resolution Event”), no later than two Business Days prior to the Voting Deadline:³
 - i. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code;
 - ii. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
 - iii. a stipulation or other agreement is executed between the Holder of the Claim and the Debtors resolving the objection and allowing such Claim in an agreed-upon amount (either for voting purposes or for all purposes); or
 - iv. the pending objection is voluntarily withdrawn by the objecting party.

Interests in Ascend Parent. The Interest amount of Interests in Ascend Parent for voting purposes only will be established in good-faith by the Debtors, with the assistance of their advisors, based on the Debtors’ books and records and internal analysis.

Notwithstanding anything to the contrary herein:

- a. if a Claim is listed in the Debtors’ Schedules as contingent, unliquidated, or disputed and a Proof of Claim was not (i) filed by the applicable Bar Date for filing Proofs of Claim established by the Court or (ii) deemed timely filed by an order of the Court prior to the Voting Record Date, such Claim shall be disallowed for voting purposes;
- b. Holders of Proofs of Claim that are subject to a pending claim objection shall not be entitled to vote such Proofs of Claim unless a Resolution Event occurs;
- c. Holders of Proofs of Claim filed for \$0.00 are not entitled to vote;

³ No later than two Business Days following the occurrence of a Resolution Event, the Debtors shall cause the Solicitation Agent to distribute via email, first class mail, or overnight courier service a Solicitation Package to the relevant holder to the extent such holder has not already received a Solicitation Package containing a Ballot that reflects the outcome of the Resolution Event.

- d. Claims that have been paid, scheduled to be paid in the ordinary course, or otherwise satisfied are disallowed for voting purposes;
- e. any creditor who has filed or purchased duplicate Claims within the same Voting Class shall, to the extent possible, be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims; and
- f. if a Proof of Claim is amended, the last filed Claim shall be subject to these rules and will supersede any earlier filed Claim, and any earlier filed Claim will be disallowed for voting purposes.

3. *Voting and Ballot Tabulation Procedures.*

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors' right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, or order of the Court:

- a. Holders must vote all of their Claims and Interests within a particular Class either to accept or reject the Plan and may not split any votes between Classes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims or Interests of the same Holder within the same Class, the applicable Debtor may, in its discretion, aggregate the Claims or Interests of any particular Holder within a Class for the purpose of counting votes;
- b. Holders of Claims or Interests that may be asserted against multiple Debtors must vote such Claims or Interests either to accept or reject the Plan at each such Debtor and may not vote any such Claim or Interest to accept at one Debtor and reject at another Debtor. Accordingly, a Ballot that rejects the Plan for a Claim or Interest at one Debtor and accepts the Plan for the same Claim or Interest at another Debtor will not be counted;
- c. in the event that a Holder with Claims in a Voting Class and in a Non-Voting Class votes in favor of the Plan with respect to the former and opts out of granting the Third-Party Release with respect to the latter, such Holder shall be deemed to have not opted out of the Third-Party Release with respect to all of such Holder's claims;
- d. each Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the conversion rate for the applicable currency as published in the *Wall Street Journal* (National Edition) as of the closing of the market on the Petition Date;

- e. except as otherwise provided in the Solicitation Procedures, unless the Ballot being furnished is timely submitted and ***actually received*** by the Solicitation Agent on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors shall be entitled to reject such Ballot as invalid and, therefore, not count it in connection with Confirmation of the Plan;
- f. the Solicitation Agent will date-stamp all Ballots when received. All Ballots submitted via the Solicitation Agent's online portal will also be time-stamped upon receipt. The Solicitation Agent shall retain the original Ballots and an electronic copy of the same for a period of one year after the Effective Date of the Plan, unless otherwise ordered by the Court;
- g. the Solicitation Agent shall tabulate Ballots on a Debtor-by-Debtor basis;
- h. the Debtors will file with the Court, by no later than the calendar day before the Confirmation Hearing, a voting report (the "Voting Report"). The Voting Report shall, among other things, indicate the tabulation of acceptances and rejections of the Plan. The Voting Report shall further delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or necessary information, sent by improper means, or damaged (collectively, in each case, the "Irregular Ballots"). The Voting Report shall indicate the Debtors' intentions with regard to each Irregular Ballot;
- i. the method of delivery of Ballots to be sent to the Solicitation Agent is at the election and risk of each Holder. Except as otherwise provided, a Ballot will be deemed delivered only when the Solicitation Agent ***actually receives*** the properly executed and completed Ballot, and delivery of a Ballot to the Solicitation Agent by any means other than expressly provided in these Solicitation and Voting Procedures will not be valid;
- j. in order to be valid, an executed and completed Ballot must be submitted by the Entity submitting such Ballot;
- k. no Ballot should be sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), or the Debtors' financial or legal advisors, and if so sent, such Ballot will not be counted;
- l. if multiple Ballots are received from the same Holder with respect to the same Claim or Interest prior to the Voting Deadline, the last properly executed, timely, valid Ballot received by the Solicitation Agent will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot;

- m. a person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims or Interests must indicate such capacity when signing;
- n. the Debtors, subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report or a supplemental voting report, as applicable;
- o. neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report nor will any of them incur any liability for failure to provide such notification;
- p. unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;
- q. in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim or Interest will be counted for purposes of determining whether the Plan has been accepted and/or rejected;
- r. subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in the Voting Report;
- s. if a Claim has been estimated or otherwise Allowed only for voting purposes by order of the Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- t. if an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;
- u. the following Ballots shall not be counted in determining the acceptance or rejection of the Plan:
 - i. any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of such Claim or Interest;
 - ii. any Ballot cast by any Entity that does not hold a Claim or Interest in a Voting Class;

- iii. any Ballot cast for a Claim scheduled as unliquidated, contingent, or disputed for which no Proof of Claim was timely filed by the Voting Record Date, *provided* that if the applicable Bar Date is after the Voting Record Date, such Claim shall be entitled to vote in the amount of \$1.00;
 - iv. any unsigned Ballot or any Ballot lacking an original signature (for the avoidance of doubt, a Ballot submitted via the Solicitation Agent's online portal will be deemed to contain an original signature);
 - v. any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan;
 - vi. any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein; and
 - vii. any Ballot submitted by improper means;
- v. after the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent (e-mail being sufficient) of the Debtors;
 - w. the Debtors are authorized to enter into stipulations with the Holder of any Claim or Interest agreeing to the amount of a Claim or Interest for voting purposes;
 - x. where any portion of a single Claim or Interest has been transferred to a transferee, all Holders of any portion of such single Claim or Interest may be (i) treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code (and for the other Solicitation and Voting Procedures set forth herein), and (ii) required to vote every portion of such Claim or Interest collectively to accept or reject the Plan. In the event that (x) a Ballot, (y) a group of Ballots within a Voting Class received from a single creditor, or (z) a group of Ballots received from various Holders of multiple portions of a single Claim or Interest partially reject and partially accept the Plan, such Ballots shall not be counted; and
 - y. for purposes of the numerosity requirements of sections 1126(c) and 1126(d) of the Bankruptcy Code, separate Claims or Interests against the same Debtor held by a single Holder in a particular Class may be aggregated and treated as if such Holder held one Claim or Interest against such Debtor in such Class, and all votes related to such Claim or Interest may be treated as a single vote to accept or reject the Plan; *provided*, however, that if separate affiliated entities hold Claims or Interests in a particular Class, these Claims or Interests will not be aggregated and will not be treated as if such creditor held one Claim or Interest in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.

E. Amendments to the Plan and Solicitation Procedures.

The Debtors reserve the right to make non-substantive or immaterial changes to the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the Solicitation and Voting Procedures, the Ballots, the Non-Voting Status Notice and Opt-Out Form, the Confirmation Hearing Notice, the Solicitation Package, any notice attached to the Disclosure Statement Order, and any related documents without further order of the Court, including, without limitation, formatting changes, changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Plan, the Disclosure Statement, and any other materials in the Solicitation Package prior to distribution.

Exhibit 3

**Form of
Ballot for Class 3 Claims**

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

In re:

ASCEND PERFORMANCE MATERIALS
HOLDINGS INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90127 (CML)
)
)
) (Jointly Administered)
)

**BALLOT FOR VOTING ON THE SECOND AMENDED
JOINT CHAPTER 11 PLAN OF ASCEND PERFORMANCE
MATERIALS HOLDINGS INC. AND ITS DEBTOR AFFILIATES**

HOLDERS OF CLASS 3 TERM LOAN CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT. THIS BALLOT IS BEING SUBMITTED TO YOU TO SOLICIT YOUR VOTE ON THE PLAN (DEFINED BELOW) (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN).

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE “ASCEND PERFORMANCE MATERIALS HOLDINGS INC. BALLOT” IN THE SUBJECT LINE.

THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST NON-DEBTOR THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE BANKRUPTCY COURT, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 4 OF THIS BALLOT. IF HOLDERS OF CLAIMS AND INTERESTS DO NOT OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, THE RELEASES WILL BE BINDING ON THEM. IF YOU VOTE

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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.

TO ACCEPT THE PLAN, YOU CANNOT OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN. BY VOTING TO ACCEPT THE PLAN, YOU ARE CONSENTING TO GRANT THE THIRD-PARTY RELEASES.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025 (THE “VOTING DEADLINE”).

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) attached as Exhibit A to the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”). The United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by entry of an order on [●], 2025 [Docket No. [●]] (the “Disclosure Statement Order”). The Bankruptcy Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement, or Disclosure Statement Order, as applicable. Votes are being solicited from Holders of Claims and Interests in Classes 3, 4A, 4B, 4C, 5A, 5B, and 8 (each, a “Voting Class” and collectively the “Voting Classes”).

You are receiving this ballot (this “Ballot”) because the Debtors’ books and records indicate that you are a Holder of a Class 3 Term Loan Claim as of September 22, 2025 (the “Voting Record Date”). **For additional discussion of the treatment of your Claims under the Plan and the rights of Holders of Class 3 Term Loan Claims under the Plan, please read the Disclosure Statement.**

Please review the detailed instructions regarding how to complete and submit this Ballot attached hereto as Annex A (the “Ballot Instructions”). Once completed and returned in accordance with the attached Ballot Instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims that submit votes in that Voting Class vote to accept the Plan. The Bankruptcy Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on all Holders of Claims or Interests, among others, regardless of whether such Holders voted to or were presumed to accept, voted to or were deemed to reject, or abstained from voting on the Plan. Subject to the terms and conditions of the Plan, you will receive the treatment identified in Article III.B.3 therein.

The rights and treatment for each Class are described in the Disclosure Statement, which is included in the package (the “Solicitation Package”) you are receiving with this Ballot. If you

received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional solicitation materials, you may obtain them from Epiq Corporate Restructuring, LLC (the “Solicitation Agent”) at no charge by: (a) accessing the Debtors’ restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (c) calling the Debtors’ restructuring hotline at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International), or (d) emailing ascendinfo@epiqglobal.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://ecf.txsd.uscourts.gov>.

This Ballot may not be used for any purpose other than to cast a vote to accept or reject the Plan and to make an election to opt out of the Third-Party Release contained in Article VIII.D of the Plan. If you believe you have received this Ballot in error, please contact the Solicitation Agent *immediately* at the address, telephone number, or e-mail address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 3 Term Loan Claims under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 3 Term Loan Claim in the following aggregate unpaid amount:²

\$ _____

Item 2. Recovery.³

Pursuant to Article III.B.3 of the Plan, each Holder of an Allowed Term Loan Claim shall receive its Pro Rata share of the Term Loan Distribution.

² For voting purposes only, subject to tabulation rules.

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

Item 3. Vote on Plan.

The Holder of the Class 3 Term Loan Claims against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan

☐ **REJECT** (vote AGAINST) the Plan

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 4. Important Information Regarding Releases Under the Plan.

Please be advised that Article VIII of the Plan contains the following release provisions:

Article VIII.C of the Plan contains the following release by the Debtors (the “Debtor Release”):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party, including each of the DIP ABL Lenders and ABL Lenders (including in their capacities as Bank Product Providers (as defined in the DIP ABL Credit Agreement) or otherwise as financial institutions doing business with or for the benefit of any of the Debtors or the Non-Debtor Subsidiaries), is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is

treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.C of the Plan do not release (1) any Causes of Action identified on the Schedule of Retained Causes of Action, (2) any post Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transactions, or any document, instrument, or agreement (including those in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, (3) any Claims or Causes of Action against the Excluded Parties, or (4) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor release; (3) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor release against any of the Released Parties.

Article VIII.D of the Plan contains the following third-party release by the Releasing Parties (the "Third-Party Release"):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions

and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party is hereby deemed released and discharged by each and all of the Releasing Parties (other than the Debtors and the Reorganized Debtors), in each case on behalf of themselves and their respective successors, assigns, and representatives and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that notwithstanding anything in the Plan to the contrary, nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any

document, instrument, or agreement (including those set forth in the Plan Supplement and those Claims left Unimpaired by Article III of the Plan) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.D of the Plan do not release (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the third-party release is: (1) consensual; (2) essential to Confirmation; (3) given in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (4) a good faith settlement and compromise of the Claims or Causes of Action released by the third-party release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the third-party release.

Definitions related to the Debtor Release and the Third-Party Release:

Under the Plan, “Released Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (f) the Committee and each of its members (exclusively in their capacities as Committee members); (g) each of the Releasing Parties that is not an Excluded Party; (h) each of the Agents; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clauses (a) through (j); *provided* that, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in Article VIII.D of the Plan; (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation; or (iii) is an Excluded Party.

Under the Plan, “Releasing Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) the Committee and each of its members (exclusively in their capacities as Committee members); (f) each of the Agents; (g) all Holders of Claims or Interests that vote to accept the Plan; (h) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (i) all Holders of Claims who are deemed to accept the Plan; (j) all Holders of Claims or Interests who abstain from voting on the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan; (l) to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a)

through the following clause (m); and (m) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (m); *provided* that, in each case, an Entity in clauses (h) through (m) shall not be a Releasing Party if it: (i) affirmatively elects to opt out of the releases contained in Article VIII.D of the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; or (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

OPTIONAL RELEASE ELECTION. AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASES IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) OR INTEREST(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN.

☐ By checking this box, you elect to opt OUT of the Third-Party Release

Article VIII.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

Notwithstanding anything contained in the Plan, to the fullest extent permissible under applicable Law and without limiting the releases contained in Article VIII, effective as of the Effective Date, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases prior to the Effective Date, including, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Plan Supplement, the Filing of the Chapter 11 Cases, the Restructuring Transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, any other Definitive Document (including the Plan Supplement), or any other agreement, contract, instrument, release, or document (including any legal opinion requested by any Entity regarding any other agreement, transaction, contract, instrument, release, or document contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Restructuring

Transactions, the Disclosure Statement, the Plan, the Plan Supplement, before or during the Chapter 11 Cases, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan, or such distributions made pursuant to the Plan, including the issuance of Securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and other applicable Law or rules protecting such Exculpated Parties from liability. The Exculpated Parties and other parties set forth above have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Notwithstanding anything to the contrary in the foregoing, the exculpation set forth in Article VIII.E of the Plan do not exculpate (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Solely with respect to the exculpation provisions in Article VIII, notwithstanding anything to the contrary in the Plan, each of the Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan.

Article VIII.F of the Plan establishes an injunction (the “Injunction”):

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations or distributions issued or required to be paid pursuant to the Plan or the Confirmation Order (including the Exit ABL Facility or the Exit Holdco Loan Facility), all Entities who have held, hold, or may hold Released Claims, Interests, or Causes of Action that have been released, discharged, or are subject to exculpation are permanently enjoined,

from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action, suit, or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable Law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article VIII.F of the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, Article VIII.E, or Article VIII.F of the Plan, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

For the avoidance of doubt and notwithstanding any other provision of the Plan, in no event are any of the Excluded Parties released, exculpated, or the beneficiary of any injunction, gatekeeper, or any other provision of Article VIII of the Plan.

Item 5. Certifications.

Upon execution of this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. as of the Voting Record Date, the undersigned was the Holder (or authorized signatory for a Holder) of the Claims as set forth in Item 1;
2. the Holder has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the Holder has cast the same vote with respect to all of its Class 3 Term Loan Claims;
5. the Holder understands and acknowledges that if multiple Ballots are submitted voting the Claims set forth in Item 1, only the last properly completed, valid Ballot voting the Claims and received by the Solicitation Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus will supersede and revoke any prior Ballots received by the Solicitation Agent; and
6. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Item 6. Holder Information and Signature

Name of Holder: _____
(*print or type*)

Signature: _____

Name of Signatory: _____
(*if other than Holder*)

Title: _____

Address: _____

Date Completed: _____

THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025.

PLEASE SUBMIT THIS BALLOT BY *ONE* OF THE FOLLOWING METHODS SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE.

If Submitting Your Vote through the E Balloting Portal:

Epiq will accept Ballots if properly completed through the E-Balloting Portal. To submit your Ballot via the E-Balloting Portal, visit <https://dm.epiq11.com/Ascend>, click on “E-Ballot” under the Case Actions section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Epiq’s E-Balloting Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

By First-Class Mail:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
PO Box 4422
Beaverton, OR 970076-4422

By Overnight Courier or Hand Delivery:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005

If you would like to submit your Ballot via first class mail, a pre-addressed, postage prepaid return envelope has been provided in the Solicitation Package.

If you would like to coordinate hand delivery of your Ballot, please email ascendinfo@epiqglobal.com at least 24 hours in advance of the anticipated date and time of your delivery.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE “ASCEND PERFORMANCE MATERIALS HOLDINGS INC. BALLOT” IN THE SUBJECT LINE.

ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER OR THE BALLOT INSTRUCTIONS WILL NOT BE COUNTED.

THIS BALLOT SHOULD NOT BE SENT TO THE DEBTORS, THE BANKRUPTCY COURT, OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS.

ANNEX A

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims and/or Interests with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these Ballot instructions but not otherwise defined therein or herein shall have the meanings set forth in the Plan.

PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of Impaired creditors that vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. This Ballot contains voting and election options with respect to the Plan.
4. To ensure your vote is counted, this Ballot must be properly completed, executed, and delivered to the Solicitation Agent via (a) first-class mail to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005-4422; (b) overnight courier or hand-delivery to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, 10300 SW Allen Boulevard, Beaverton, OR 97005; or (c) via the Solicitation Agent's E-Ballot Portal at <https://dm.epiq11.com/Ascend>, so that the Ballot is ***actually received*** by the Solicitation Agent on or before the Voting Deadline, which is **4:00 p.m. (prevailing Central Time), on November 18, 2025.**
5. The Solicitation Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted to the Solicitation Agent by any means other than expressly provided for in the Solicitation Procedures, a copy of which also accompanies this Ballot, ***shall not be valid and will not be counted.***
6. If you desire a paper copy of the Solicitation Package, or if you need to obtain additional solicitation materials, you may obtain them by: (a) writing to the Solicitation Agent at Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (b) calling the Solicitation Agent at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International); or (c) e-mailing the Solicitation Agent at ascendinfo@epiqglobal.com with reference to "Ascend Performance Materials Holdings Inc. Solicitation Inquiry" in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at <http://pacer.psc.uscourts.gov>; or (b) at no charge by accessing the Debtors' restructuring website at <https://dm.epiq11.com/Ascend>.
7. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan, or is improperly signed and returned will **NOT** be counted unless the Debtors otherwise determine to accept such Ballot.
8. Any Ballot received by the Solicitation Agent after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Debtors, in their sole discretion, determine otherwise. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtors' prior written consent.
9. Delivery of a Ballot reflecting your vote to the Solicitation Agent will be deemed to have occurred only when the Solicitation Agent actually receives the Ballot. In all cases, you should allow sufficient time to assure timely completion and submission of the Ballot.
10. If you submit multiple Ballots to the Solicitation Agent, ***only the last properly submitted Ballot*** timely received will be deemed to reflect your intent and will supersede and revoke any prior received Ballot(s).

11. You must vote your entire Class 3 Term Loan Claim either to accept or reject the Plan and may not split your vote. Furthermore, if a Holder has multiple Claims within a Voting Class, the Debtors may direct the Solicitation Agent to aggregate the Claims of any particular Holder within that Class for the purpose of counting votes.
12. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest or an assertion or admission of a Claim or an Interest in the Debtors' Chapter 11 Cases.
13. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
14. SIGN AND DATE your Ballot.⁴ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature on a Ballot uploaded to the online portal will be deemed immediately legally valid and effective.
15. If you hold Claims in more than one Class under the Plan, you may receive more than one Ballot. Each Ballot votes only your Claims as indicated on that Ballot. Please complete and return each Ballot you receive.

PLEASE RETURN YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE "ASCEND PERFORMANCE MATERIALS HOLDINGS INC. SOLICITATION INQUIRY" IN THE SUBJECT LINE.

**THE VOTING DEADLINE IS
4:00 P.M., PREVAILING CENTRAL TIME ON NOVEMBER 18, 2025.

THE SOLICITATION AGENT MUST ACTUALLY RECEIVE THE
BALLOT ON OR BEFORE THE VOTING DEADLINE.**

ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER OR THE BALLOT INSTRUCTIONS WILL NOT BE COUNTED.

⁴ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, the Debtors' counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

Exhibit 4

**Form of
Ballot for Class 4 Claims**

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

In re:

ASCEND PERFORMANCE MATERIALS
HOLDINGS INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90127 (CML)
)
)
) (Jointly Administered)
)

**BALLOT FOR VOTING ON THE SECOND AMENDED
JOINT CHAPTER 11 PLAN OF ASCEND PERFORMANCE
MATERIALS HOLDINGS INC. AND ITS DEBTOR AFFILIATES**

HOLDERS OF CLASS 4[•] [•] FINANCING AGREEMENT CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT. THIS BALLOT IS BEING SUBMITTED TO YOU TO SOLICIT YOUR VOTE ON THE PLAN (DEFINED BELOW) (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN).

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE “ASCEND PERFORMANCE MATERIALS HOLDINGS INC. BALLOT” IN THE SUBJECT LINE.

THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST NON-DEBTOR THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE BANKRUPTCY COURT, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 4 OF THIS BALLOT. IF HOLDERS OF CLAIMS AND INTERESTS DO NOT OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, THE RELEASES WILL BE BINDING ON THEM. IF YOU VOTE

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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.

TO ACCEPT THE PLAN, YOU CANNOT OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN. BY VOTING TO ACCEPT THE PLAN, YOU ARE CONSENTING TO GRANT THE THIRD-PARTY RELEASES.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025 (THE “VOTING DEADLINE”).

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) attached as Exhibit A to the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”). The United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by entry of an order on [●], 2025 [Docket No. [●]] (the “Disclosure Statement Order”). The Bankruptcy Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement, or Disclosure Statement Order, as applicable. Votes are being solicited from Holders of Claims and Interests in Classes 3, 4A, 4B, 4C, 5A, 5B and 8 (each, a “Voting Class” and collectively the “Voting Classes”).

You are receiving this ballot (this “Ballot”) because the Debtors’ books and records indicate that you are a Holder of a Class 4[●] [●] Financing Agreement Claim as of September 22, 2025 (the “Voting Record Date”). **For additional discussion of the treatment of your Claims under the Plan and the rights of Holders of Class 4[●] [●] Financing Agreement Claims under the Plan, please read the Disclosure Statement.**

Please review the detailed instructions regarding how to complete and submit this Ballot attached hereto as Annex A (the “Ballot Instructions”). Once completed and returned in accordance with the attached Ballot Instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims that submit votes in that Voting Class vote to accept the Plan. The Bankruptcy Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on all Holders of Claims or Interests, among others, regardless of whether such Holders voted to or were presumed to accept, voted to or were deemed to reject, or abstained from voting on the Plan. Subject to the terms and conditions of the Plan, you will receive the treatment identified in Article III.B.[●] therein.

The rights and treatment for each Class are described in the Disclosure Statement, which is included in the package (the “Solicitation Package”) you are receiving with this Ballot. If you

received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional solicitation materials, you may obtain them from Epiq Corporate Restructuring, LLC (the “Solicitation Agent”) at no charge by: (a) accessing the Debtors’ restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (c) calling the Debtors’ restructuring hotline at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International), or (d) emailing ascendinfo@epiqglobal.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://ecf.txsd.uscourts.gov>.

This Ballot may not be used for any purpose other than to cast a vote to accept or reject the Plan and to make an election to opt out of the Third-Party Release contained in Article VIII.D of the Plan. If you believe you have received this Ballot in error, please contact the Solicitation Agent *immediately* at the address, telephone number, or e-mail address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 4[●] [●] Financing Agreement Claims under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 4[●] [●] Financing Agreement Claim in the following aggregate unpaid amount:²

\$ _____

Item 2. Recovery.³

Pursuant to Article III.B.[●] of the Plan, each Holder of an Allowed [●] Financing Agreement Claim shall receive the [●] Financing Takeback Debt.

² For voting purposes only, subject to tabulation rules.

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

Item 3. Vote on Plan.

The Holder of the Class 4[●] [●] Financing Agreement Claims against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan

☐ **REJECT** (vote AGAINST) the Plan

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 4. Important Information Regarding Releases Under the Plan.

Please be advised that Article VIII of the Plan contains the following release provisions:

Article VIII.C of the Plan contains the following release by the Debtors (the “Debtor Release”):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party, including each of the DIP ABL Lenders and ABL Lenders (including in their capacities as Bank Product Providers (as defined in the DIP ABL Credit Agreement) or otherwise as financial institutions doing business with or for the benefit of any of the Debtors or the Non-Debtor Subsidiaries), is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is

treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.C of the Plan do not release (1) any Causes of Action identified on the Schedule of Retained Causes of Action, (2) any post Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transactions, or any document, instrument, or agreement (including those in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, (3) any Claims or Causes of Action against the Excluded Parties, or (4) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor release; (3) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor release against any of the Released Parties.

Article VIII.D of the Plan contains the following third-party release by the Releasing Parties (the "Third-Party Release"):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions

and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party is hereby deemed released and discharged by each and all of the Releasing Parties (other than the Debtors and the Reorganized Debtors), in each case on behalf of themselves and their respective successors, assigns, and representatives and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that notwithstanding anything in the Plan to the contrary, nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any

document, instrument, or agreement (including those set forth in the Plan Supplement and those Claims left Unimpaired by Article III of the Plan) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.D of the Plan do not release (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the third-party release is: (1) consensual; (2) essential to Confirmation; (3) given in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (4) a good faith settlement and compromise of the Claims or Causes of Action released by the third-party release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the third-party release.

Definitions related to the Debtor Release and the Third-Party Release:

Under the Plan, “Released Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (f) the Committee and each of its members (exclusively in their capacities as Committee members); (g) each of the Releasing Parties that is not an Excluded Party; (h) each of the Agents; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clauses (a) through (j); *provided that*, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in Article VIII.D of the Plan; (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation; or (iii) is an Excluded Party.

Under the Plan, “Releasing Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) the Committee and each of its members (exclusively in their capacities as Committee members); (f) each of the Agents; (g) all Holders of Claims or Interests that vote to accept the Plan; (h) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (i) all Holders of Claims who are deemed to accept the Plan; (j) all Holders of Claims or Interests who abstain from voting on the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan; (l) to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a)

through the following clause (m); and (m) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (m); *provided* that, in each case, an Entity in clauses (h) through (m) shall not be a Releasing Party if it: (i) affirmatively elects to opt out of the releases contained in Article VIII.D of the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; or (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

OPTIONAL RELEASE ELECTION. AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASES IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) OR INTEREST(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN.

☐ By checking this box, you elect to opt OUT of the Third-Party Release

Article VIII.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

Notwithstanding anything contained in the Plan, to the fullest extent permissible under applicable Law and without limiting the releases contained in Article VIII, effective as of the Effective Date, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases prior to the Effective Date, including, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Plan Supplement, the Filing of the Chapter 11 Cases, the Restructuring Transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, any other Definitive Document (including the Plan Supplement), or any other agreement, contract, instrument, release, or document (including any legal opinion requested by any Entity regarding any other agreement, transaction, contract, instrument, release, or document contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Restructuring

Transactions, the Disclosure Statement, the Plan, the Plan Supplement, before or during the Chapter 11 Cases, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan, or such distributions made pursuant to the Plan, including the issuance of Securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and other applicable Law or rules protecting such Exculpated Parties from liability. The Exculpated Parties and other parties set forth above have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Notwithstanding anything to the contrary in the foregoing, the exculpation set forth in Article VIII.E of the Plan do not exculpate (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Solely with respect to the exculpation provisions in Article VIII, notwithstanding anything to the contrary in the Plan, each of the Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan.

Article VIII.F of the Plan establishes an injunction (the “Injunction”):

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations or distributions issued or required to be paid pursuant to the Plan or the Confirmation Order (including the Exit ABL Facility or the Exit Holdco Loan Facility), all Entities who have held, hold, or may hold Released Claims, Interests, or Causes of Action that have been released, discharged, or are subject to exculpation are permanently enjoined,

from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action, suit, or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable Law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article VIII.F of the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, Article VIII.E, or Article VIII.F of the Plan, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

For the avoidance of doubt and notwithstanding any other provision of the Plan, in no event are any of the Excluded Parties released, exculpated, or the beneficiary of any injunction, gatekeeper, or any other provision of Article VIII of the Plan.

Item 5. Certifications.

Upon execution of this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. as of the Voting Record Date, the undersigned was the Holder (or authorized signatory for a Holder) of the Claims as set forth in Item 1;
2. the Holder has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the Holder has cast the same vote with respect to all of its Class 4[●] [●] Financing Agreement Claims;
5. the Holder understands and acknowledges that if multiple Ballots are submitted voting the Claims set forth in Item 1, only the last properly completed, valid Ballot voting the Claims and received by the Solicitation Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus will supersede and revoke any prior Ballots received by the Solicitation Agent; and
6. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Item 6. Holder Information and Signature

Name of Holder: _____
(print or type)

Signature: _____

Name of Signatory: _____
(if other than Holder)

Title: _____

Address: _____

Date Completed: _____

THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025.

PLEASE SUBMIT THIS BALLOT BY *ONE* OF THE FOLLOWING METHODS SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE.

If Submitting Your Vote through the E Balloting Portal:

Epiq will accept Ballots if properly completed through the E-Balloting Portal. To submit your Ballot via the E-Balloting Portal, visit <https://dm.epiq11.com/Ascend>, click on “E-Ballot” under the Case Actions section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Epiq’s E-Balloting Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

By First-Class Mail:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
PO Box 4422
Beaverton, OR 970076-4422

By Overnight Courier or Hand Delivery:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005

If you would like to submit your Ballot via first class mail, a pre-addressed, postage prepaid return envelope has been provided in the Solicitation Package.

If you would like to coordinate hand delivery of your Ballot, please email ascendinfo@epiqglobal.com at least 24 hours in advance of the anticipated date and time of your delivery.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE “ASCEND PERFORMANCE MATERIALS HOLDINGS INC. BALLOT” IN THE SUBJECT LINE.

ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER OR THE BALLOT INSTRUCTIONS WILL NOT BE COUNTED.

THIS BALLOT SHOULD NOT BE SENT TO THE DEBTORS, THE BANKRUPTCY COURT, OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS.

ANNEX A

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims and/or Interests with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these Ballot instructions but not otherwise defined therein or herein shall have the meanings set forth in the Plan.

PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of Impaired creditors that vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. This Ballot contains voting and election options with respect to the Plan.
4. To ensure your vote is counted, this Ballot must be properly completed, executed, and delivered to the Solicitation Agent via (a) first-class mail to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005-4422; (b) overnight courier or hand-delivery to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, 10300 SW Allen Boulevard, Beaverton, OR 97005; or (c) via the Solicitation Agent's E-Ballot Portal at <https://dm.epiq11.com/Ascend>, so that the Ballot is ***actually received*** by the Solicitation Agent on or before the Voting Deadline, which is **4:00 p.m. (prevailing Central Time), on November 18, 2025.**
5. The Solicitation Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted to the Solicitation Agent by any means other than expressly provided for in the Solicitation Procedures, a copy of which also accompanies this Ballot, ***shall not be valid and will not be counted.***
6. If you desire a paper copy of the Solicitation Package, or if you need to obtain additional solicitation materials, you may obtain them by: (a) writing to the Solicitation Agent at Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (b) calling the Solicitation Agent at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International); or (c) e-mailing the Solicitation Agent at ascendinfo@epiqglobal.com with reference to "Ascend Performance Materials Holdings Inc. Solicitation Inquiry" in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at <http://pacer.psc.uscourts.gov>; or (b) at no charge by accessing the Debtors' restructuring website at <https://dm.epiq11.com/Ascend>.
7. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan, or is improperly signed and returned will **NOT** be counted unless the Debtors otherwise determine to accept such Ballot.
8. Any Ballot received by the Solicitation Agent after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Debtors, in their sole discretion, determine otherwise. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtors' prior written consent.
9. Delivery of a Ballot reflecting your vote to the Solicitation Agent will be deemed to have occurred only when the Solicitation Agent actually receives the Ballot. In all cases, you should allow sufficient time to assure timely completion and submission of the Ballot.
10. If you submit multiple Ballots to the Solicitation Agent, ***only the last properly submitted Ballot*** timely received will be deemed to reflect your intent and will supersede and revoke any prior received Ballot(s).
11. You must vote your entire Class 4[●] [●] Financing Agreement Claim either to accept or reject the Plan and may not split your vote. Furthermore, if a Holder has multiple Claims within a Voting Class, the Debtors may direct

the Solicitation Agent to aggregate the Claims of any particular Holder within that Class for the purpose of counting votes.

12. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest or an assertion or admission of a Claim or an Interest in the Debtors' Chapter 11 Cases.
13. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
14. SIGN AND DATE your Ballot.⁴ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature on a Ballot uploaded to the online portal will be deemed immediately legally valid and effective.
15. If you hold Claims in more than one Class under the Plan, you may receive more than one Ballot. Each Ballot votes only your Claims as indicated on that Ballot. Please complete and return each Ballot you receive.

PLEASE RETURN YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE "ASCEND PERFORMANCE MATERIALS HOLDINGS INC. SOLICITATION INQUIRY" IN THE SUBJECT LINE.

**THE VOTING DEADLINE IS
4:00 P.M., PREVAILING CENTRAL TIME ON NOVEMBER 18, 2025.**

**THE SOLICITATION AGENT MUST ACTUALLY RECEIVE THE
BALLOT ON OR BEFORE THE VOTING DEADLINE.**

ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER OR THE BALLOT INSTRUCTIONS WILL NOT BE COUNTED.

⁴ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, the Debtors' counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

Exhibit 5A

**Form of
Ballot for Class 5A Claims**

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

In re:

ASCEND PERFORMANCE MATERIALS
HOLDINGS INC., *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 25-90127 (CML)
)

)
) (Jointly Administered)
)

**BALLOT FOR VOTING ON THE SECOND AMENDED
JOINT CHAPTER 11 PLAN OF ASCEND PERFORMANCE
MATERIALS HOLDINGS INC. AND ITS DEBTOR AFFILIATES**

HOLDERS OF CLASS 5A GO-FORWARD VENDOR CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT. THIS BALLOT IS BEING SUBMITTED TO YOU TO SOLICIT YOUR VOTE ON THE PLAN (DEFINED BELOW) (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN).

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE “ASCEND PERFORMANCE MATERIALS HOLDINGS INC. BALLOT” IN THE SUBJECT LINE.

THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST NON-DEBTOR THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE BANKRUPTCY COURT, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 4 OF THIS BALLOT. IF HOLDERS OF CLAIMS AND INTERESTS DO NOT OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, THE RELEASES WILL BE BINDING ON THEM. IF YOU VOTE TO ACCEPT THE PLAN, YOU CANNOT OPT

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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.

OUT OF THE RELEASES SET FORTH IN ARTICLE VIIL.D OF THE PLAN. BY VOTING TO ACCEPT THE PLAN, YOU ARE CONSENTING TO GRANT THE THIRD-PARTY RELEASES.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025 (THE “VOTING DEADLINE”).

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) attached as Exhibit A to the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”). The United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by entry of an order on [●], 2025 [Docket No. [●]] (the “Disclosure Statement Order”). The Bankruptcy Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement, or Disclosure Statement Order, as applicable. Votes are being solicited from Holders of Claims and Interests in Classes 3, 4A, 4B, 4C, 5A, 5B, and 8 (each, a “Voting Class” and collectively the “Voting Classes”).

You are receiving this ballot (this “Ballot”) because the Debtors’ books and records indicate that you are a Holder of a Class 5A Go-Forward Vendor Claim as of September 22, 2025 (the “Voting Record Date”). **For additional discussion of the treatment of your Claims under the Plan and the rights of Holders of Class 5A Go-Forward Vendor Claims under the Plan, please read the Disclosure Statement.**

Please review the detailed instructions regarding how to complete and submit this Ballot attached hereto as Annex A (the “Ballot Instructions”). Once completed and returned in accordance with the attached Ballot Instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims that submit votes in that Voting Class vote to accept the Plan. The Bankruptcy Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on all Holders of Claims or Interests, among others, regardless of whether such Holders voted to or were presumed to accept, voted to or were deemed to reject, or abstained from voting on the Plan. Subject to the terms and conditions of the Plan, you will receive the treatment identified in Article III.B.7 therein.

The rights and treatment for each Class are described in the Disclosure Statement, which is included in the package (the “Solicitation Package”) you are receiving with this Ballot. If you

received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional solicitation materials, you may obtain them from Epiq Corporate Restructuring, LLC (the “Solicitation Agent”) at no charge by: (a) accessing the Debtors’ restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (c) calling the Debtors’ restructuring hotline at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International), or (d) emailing ascendinfo@epiqglobal.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://ecf.txsd.uscourts.gov>.

This Ballot may not be used for any purpose other than to cast a vote to accept or reject the Plan and to make an election to opt-out of the Third-Party Release contained in Article VIII.D of the Plan. If you believe you have received this Ballot in error, please contact the Solicitation Agent *immediately* at the address, telephone number, or e-mail address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 5A Go-Forward Vendor Claims under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 5A Go-Forward Vendor Claim in the following aggregate unpaid amount:²

\$ _____

Item 2. Recovery.³

Pursuant to Article III.B.7 of the Plan, each Holder of an Allowed Class 5A Go-Forward Vendor Claim shall receive its Pro Rata share of the Go-Forward Vendor Recovery Pool.

Item 3. Vote on Plan.

The Holder of the Class 5A Go-Forward Vendor Claim against the Debtors set forth in Item 1 votes to (please check one):

² For voting purposes only, subject to tabulation rules.

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

☐ **ACCEPT** (vote FOR) the Plan

☐ **REJECT** (vote AGAINST) the Plan

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 4. Important Information Regarding Releases Under the Plan.

Please be advised that Article VIII of the Plan contains the following release provisions:

Article VIII.C of the Plan contains the following release by the Debtors (the “Debtor Release”):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party, including each of the DIP ABL Lenders and ABL Lenders (including in their capacities as Bank Product Providers (as defined in the DIP ABL Credit Agreement) or otherwise as financial institutions doing business with or for the benefit of any of the Debtors or the Non-Debtor Subsidiaries), is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or therein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors’ and the ownership thereof, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights

Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.C of the Plan do not release (1) any Causes of Action identified on the Schedule of Retained Causes of Action, (2) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transactions, or any document, instrument, or agreement (including those in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, (3) any Claims or Causes of Action against the Excluded Parties, or (4) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor release; (3) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor release against any of the Released Parties.

Article VIII.D of the Plan contains the following third-party release by the Releasing Parties (the "Third-Party Release"):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party is hereby deemed released and discharged by each and all of the Releasing Parties (other than the Debtors and the Reorganized Debtors), in each case on behalf of themselves and their respective successors, assigns, and representatives and any and all other Entities who may

purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything therein to the contrary, nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement and those Claims left Unimpaired by Article III of the Plan) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.D of the Plan do not release (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a

Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the third-party release is: (1) consensual; (2) essential to Confirmation; (3) given in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (4) a good faith settlement and compromise of the Claims or Causes of Action released by the third-party release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the third-party release.

Definitions related to the Debtor Release and the Third-Party Release:

Under the Plan, “Released Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (f) the Committee and each of its members (exclusively in their capacities as Committee members); (g) each of the Releasing Parties that is not an Excluded Party; (h) each of the Agents; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clauses (a) through (j); *provided* that, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in Article VIII.D of the Plan; (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation; or (iii) is an Excluded Party.

Under the Plan, “Releasing Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) the Committee and each of its members (exclusively in their capacities as Committee members); (f) each of the Agents; (g) all Holders of Claims or Interests that vote to accept the Plan; (h) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (i) all Holders of Claims who are deemed to accept the Plan; (j) all Holders of Claims or Interests who abstain from voting on the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan; (l) to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (m); *provided* that, in each case, an Entity in clauses (h) through (m) shall not be a Releasing Party if it: (i) affirmatively elects to opt out of the releases contained in Article VIII.D by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; or (ii) timely

objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

OPTIONAL RELEASE ELECTION. AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASES IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) OR INTEREST(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN.

☐ By checking this box, you elect to opt OUT of the Third-Party Release

Article VIII.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

Notwithstanding anything contained in the Plan, to the fullest extent permissible under applicable Law and without limiting the releases contained in Article VIII of the Plan, effective as of the Effective Date, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases prior to the Effective Date, including, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Plan Supplement, the Filing of the Chapter 11 Cases, the Restructuring Transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, any other Definitive Document (including the Plan Supplement), or any other agreement, contract, instrument, release, or document (including any legal opinion requested by any Entity regarding any other agreement, transaction, contract, instrument, release, or document contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Restructuring Transactions, the Disclosure Statement, the Plan, the Plan Supplement, before or during the Chapter 11 Cases, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of

Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan, or such distributions made pursuant to the Plan, including the issuance of Securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and other applicable Law or rules protecting such Exculpated Parties from liability. The Exculpated Parties and other parties set forth above have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Notwithstanding anything to the contrary in the foregoing, the exculpation set forth in Article VIII.E of the Plan do not exculpate (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Solely with respect to the exculpation provisions in Article VIII of the Plan, notwithstanding anything to the contrary in the Plan, each of the Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan.

Article VIII.F of the Plan establishes an injunction (the “Injunction”):

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations or distributions issued or required to be paid pursuant to the Plan or the Confirmation Order (including the Exit ABL Facility or the Exit Holdco Loan Facility), all Entities who have held, hold, or may hold Released Claims, Interests, or Causes of Action that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action, suit, or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (2) enforcing, attaching, collecting, or recovering

by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable Law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article VIII.F of the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, Article VIII.E, or Article VIII.F of the Plan, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

For the avoidance of doubt and notwithstanding any other provision of the Plan, in no event are any of the Excluded Parties released, exculpated, or the beneficiary of any injunction, gatekeeper, or any other provision of Article VIII of the Plan.

Item 5. Certifications.

Upon execution of this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. as of the Voting Record Date, the undersigned was the Holder (or authorized signatory for a Holder) of the Claims as set forth in Item 1;

2. the Holder has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the Holder has cast the same vote with respect to all of the Holder's Claims in each particular Voting Class;
5. the Holder understands and acknowledges that if multiple Ballots are submitted voting the Claims set forth in Item 1, only the last properly completed, valid Ballot voting the Claims and received by the Solicitation Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus will supersede and revoke any prior Ballots received by the Solicitation Agent; and
6. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Item 6. Holder Information and Signature

Name of Holder: _____
(print or type)

Signature: _____

Name of Signatory: _____
(if other than Holder)

Title: _____

Address: _____

Date Completed: _____

THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025.

PLEASE SUBMIT THIS BALLOT BY *ONE* OF THE FOLLOWING METHODS SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE.

If Submitting Your Vote through the E-Balloting Portal:

Epiq will accept Ballots if properly completed through the E-Balloting Portal. To submit your Ballot via the E-Balloting Portal, visit <https://dm.epiq11.com/Ascend>, click on “E-Ballot” under the Case Actions section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Epiq’s E-Balloting Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

By First-Class Mail:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
PO Box 4422
Beaverton, OR 970076-4422

By Overnight Courier or Hand Delivery:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005

If you would like to submit your Ballot via first class mail, a pre-addressed, postage prepaid return envelope has been provided in the Solicitation Package.

If you would like to coordinate hand delivery of your Ballot, please email ascendinfo@epiqglobal.com at least 24 hours in advance of the anticipated date and time of your delivery.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE “ASCEND PERFORMANCE MATERIALS HOLDINGS INC. BALLOT” IN THE SUBJECT LINE.

ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER OR THE BALLOT INSTRUCTIONS WILL NOT BE COUNTED.

THIS BALLOT SHOULD NOT BE SENT TO THE DEBTORS, THE BANKRUPTCY COURT, OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS.

ANNEX A

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims and/or Interests with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these Ballot instructions but not otherwise defined therein or herein shall have the meanings set forth in the Plan.

PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of Impaired creditors that vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. This Ballot contains voting and election options with respect to the Plan.
4. To ensure your vote is counted, this Ballot must be properly completed, executed, and delivered to the Solicitation Agent via (a) first-class mail to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005-4422; (b) overnight courier or hand-delivery to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, 10300 SW Allen Boulevard, Beaverton, OR 97005; or (c) via the Solicitation Agent's E-Ballot Portal at <https://dm.epiq11.com/Ascend>, so that the Ballot is ***actually received*** by the Solicitation Agent on or before the Voting Deadline, which is **4:00 p.m. (prevailing Central Time), on November 18, 2025.**
5. The Solicitation Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted to the Solicitation Agent by any means other than expressly provided for in the Solicitation Procedures, a copy of which also accompanies this Ballot, ***shall not be valid and will not be counted.***
6. If you desire a paper copy of the Solicitation Package, or if you need to obtain additional solicitation materials, you may obtain them by: (a) writing to the Solicitation Agent at Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (b) calling the Solicitation Agent at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International); or (c) e-mailing the Solicitation Agent at ascendinfo@epiqglobal.com with reference to "Ascend Performance Materials Holdings Inc. Solicitation Inquiry" in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at <http://pacer.psc.uscourts.gov>; or (b) at no charge by accessing the Debtors' restructuring website at <https://dm.epiq11.com/Ascend>.
7. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan, or is improperly signed and returned will **NOT** be counted unless the Debtors otherwise determine to accept such Ballot.
8. Any Ballot received by the Solicitation Agent after the Voting Deadline will not be counted

with respect to acceptance or rejection of the Plan, as applicable, unless the Debtors, in their sole discretion, determine otherwise. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtors' prior written consent.

9. Delivery of a Ballot reflecting your vote to the Solicitation Agent will be deemed to have occurred only when the Solicitation Agent actually receives the Ballot. In all cases, you should allow sufficient time to assure timely completion and submission of the Ballot.
10. If you submit multiple Ballots to the Solicitation Agent, ***only the last properly submitted Ballot*** timely received will be deemed to reflect your intent and will supersede and revoke any prior received Ballot(s).
11. You must vote your entire Claim in each Voting Class either to accept or reject the Plan and may not split your vote. Furthermore, if a Holder has multiple Claims within a Voting Class, the Debtors may direct the Solicitation Agent to aggregate the Claims of any particular Holder within that Class for the purpose of counting votes.
12. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest or an assertion or admission of a Claim or an Interest in the Debtors' Chapter 11 Cases.
13. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
14. **SIGN AND DATE** your Ballot.⁴ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature on a Ballot uploaded to the online portal will be deemed immediately legally valid and effective.
15. If you hold Claims in more than one Class under the Plan, you may receive more than one Ballot. Each Ballot votes only your Claims as indicated on that Ballot. Please complete and return each Ballot you receive.

PLEASE RETURN YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE "ASCEND PERFORMANCE MATERIALS HOLDINGS INC. SOLICITATION INQUIRY" IN THE SUBJECT LINE.

⁴ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, the Debtors' counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

**THE VOTING DEADLINE IS
4:00 P.M., PREVAILING CENTRAL TIME ON NOVEMBER 18, 2025.**

**THE SOLICITATION AGENT MUST ACTUALLY RECEIVE THE
BALLOT ON OR BEFORE THE VOTING DEADLINE.**

**ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT
IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER OR THE BALLOT
INSTRUCTIONS WILL NOT BE COUNTED.**

Exhibit 5B

**Form of
Ballot for Class 5B Claims**

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

In re:

ASCEND PERFORMANCE MATERIALS
HOLDINGS INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90127 (CML)
)
)
) (Jointly Administered)
)

**BALLOT FOR VOTING ON THE SECOND
AMENDED JOINT CHAPTER 11 PLAN OF ASCEND
PERFORMANCE MATERIALS HOLDINGS INC. AND ITS DEBTOR AFFILIATES**

HOLDERS OF CLASS 5B GENERAL UNSECURED CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT. THIS BALLOT IS BEING SUBMITTED TO YOU TO SOLICIT YOUR VOTE ON THE PLAN (DEFINED BELOW) (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN).

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE “ASCEND PERFORMANCE MATERIALS HOLDINGS INC. BALLOT” IN THE SUBJECT LINE.

THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST NON-DEBTOR THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE BANKRUPTCY COURT, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 4 OF THIS BALLOT. IF HOLDERS OF CLAIMS AND INTERESTS DO NOT OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, THE RELEASES WILL BE BINDING ON THEM. IF YOU VOTE

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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.

TO ACCEPT THE PLAN, YOU CANNOT OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN. BY VOTING TO ACCEPT THE PLAN, YOU ARE CONSENTING TO GRANT THE THIRD-PARTY RELEASES.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025 (THE “VOTING DEADLINE”).

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) attached as Exhibit A to the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”). The United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by entry of an order on [●], 2025 [Docket No. [●]] (the “Disclosure Statement Order”). The Bankruptcy Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement, or Disclosure Statement Order, as applicable. Votes are being solicited from Holders of Claims and Interests in Classes 3, 4A, 4B, 4C, 5A, 5B, and 8 (each, a “Voting Class” and collectively the “Voting Classes”).

You are receiving this ballot (this “Ballot”) because the Debtors’ books and records indicate that you are a Holder of a Class 5B General Unsecured Claim as of September 22, 2025 (the “Voting Record Date”). **For additional discussion of the treatment of your Claims under the Plan and the rights of Holders of Class 5B General Unsecured Claims under the Plan, please read the Disclosure Statement.**

Please review the detailed instructions regarding how to complete and submit this Ballot attached hereto as Annex A (the “Ballot Instructions”). Once completed and returned in accordance with the attached Ballot Instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims that submit votes in that Voting Class vote to accept the Plan. The Bankruptcy Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on all Holders of Claims or Interests, among others, regardless of whether such Holders voted to or were presumed to accept, voted to or were deemed to reject, or abstained from voting on the Plan. Subject to the terms and conditions of the Plan, you will receive the treatment identified in Article III.B.8 therein.

The rights and treatment for each Class are described in the Disclosure Statement, which is included in the package (the “Solicitation Package”) you are receiving with this Ballot. If you

received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional solicitation materials, you may obtain them from Epiq Corporate Restructuring, LLC (the “Solicitation Agent”) at no charge by: (a) accessing the Debtors’ restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (c) calling the Debtors’ restructuring hotline at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International), or (d) emailing ascendinfo@epiqglobal.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://ecf.txsd.uscourts.gov>.

This Ballot may not be used for any purpose other than to cast a vote to accept or reject the Plan and to make an election to opt-out of the Third-Party Release contained in Article VIII.D of the Plan. If you believe you have received this Ballot in error, please contact the Solicitation Agent *immediately* at the address, telephone number, or e-mail address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 5B General Unsecured Claims under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 5B General Unsecured Claim in the following aggregate unpaid amount:²

\$ _____

Item 2. Recovery.³

Pursuant to Article III.B.8 of the Plan, each Holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of the General Unsecured Claim Distribution, *provided* that, in no event, shall any Excluded Party receive any distribution on account of any Litigation Trust Assets.

Item 3. Vote on Plan.

The Holder of the Class 5B General Unsecured Claims against the Debtors set forth in Item 1 votes to (please check one):

² For voting purposes only, subject to tabulation rules.

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

☐ **ACCEPT** (vote FOR) the Plan

☐ **REJECT** (vote AGAINST) the Plan

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 4. Important Information Regarding Releases Under the Plan.

Please be advised that Article VIII of the Plan contains the following release provisions:

Article VIII.C of the Plan contains the following release by the Debtors (the “Debtor Release”):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party, including each of the DIP ABL Lenders and ABL Lenders (including in their capacities as Bank Product Providers (as defined in the DIP ABL Credit Agreement) or otherwise as financial institutions doing business with or for the benefit of any of the Debtors or the Non-Debtor Subsidiaries), is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors’ and the ownership thereof, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights

Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.C of the Plan do not release (1) any Causes of Action identified on the Schedule of Retained Causes of Action, (2) any post Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transactions, or any document, instrument, or agreement (including those in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, (3) any Claims or Causes of Action against the Excluded Parties, or (4) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor release; (3) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor release against any of the Released Parties.

Article VIII.D of the Plan contains the following third-party release by the Releasing Parties (the "Third-Party Release"):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party is hereby deemed released and discharged by each and all of the Releasing Parties (other than the Debtors and the Reorganized Debtors), in each case on behalf of themselves and their respective successors, assigns, and representatives and any and all other Entities who may

purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that notwithstanding anything in the Plan to the contrary, nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement and those Claims left Unimpaired by Article III of the Plan) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.D of the Plan do not release (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a

Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the third-party release is: (1) consensual; (2) essential to Confirmation; (3) given in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (4) a good faith settlement and compromise of the Claims or Causes of Action released by the third-party release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the third-party release.

Definitions related to the Debtor Release and the Third-Party Release:

Under the Plan, “Released Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (f) the Committee and each of its members (exclusively in their capacities as Committee members); (g) each of the Releasing Parties that is not an Excluded Party; (h) each of the Agents; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clauses (a) through (j); *provided* that, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in Article VIII.D of the Plan; (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation; or (iii) is an Excluded Party.

Under the Plan, “Releasing Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) the Committee and each of its members (exclusively in their capacities as Committee members); (f) each of the Agents; (g) all Holders of Claims or Interests that vote to accept the Plan; (h) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (i) all Holders of Claims who are deemed to accept the Plan; (j) all Holders of Claims or Interests who abstain from voting on the Plan; (k) all Holders of Claims or Interest who vote to reject the Plan or are deemed to reject the Plan; (l) to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (m); *provided* that, in each case, an Entity in clauses (h) through (m) shall not be a Releasing Party if it: (i) affirmatively elects to opt out of the releases contained in Article VIII.D of the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; or (ii)

timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation

OPTIONAL RELEASE ELECTION. AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASES IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) OR INTEREST(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN.

☐ By checking this box, you elect to opt OUT of the Third-Party Release

Article VIII.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

Notwithstanding anything contained in the Plan, to the fullest extent permissible under applicable Law and without limiting the releases contained in Article VIII, effective as of the Effective Date, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases prior to the Effective Date, including, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Plan Supplement, the Filing of the Chapter 11 Cases, the Restructuring Transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, any other Definitive Document (including the Plan Supplement), or any other agreement, contract, instrument, release, or document (including any legal opinion requested by any Entity regarding any other agreement, transaction, contract, instrument, release, or document contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Restructuring Transactions, the Disclosure Statement, the Plan, the Plan Supplement, before or during the Chapter 11 Cases, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of

Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan, or such distributions made pursuant to the Plan, including the issuance of Securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and other applicable Law or rules protecting such Exculpated Parties from liability. The Exculpated Parties and other parties set forth above have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Notwithstanding anything to the contrary in the foregoing, the exculpation set forth in Article VIII.E of the Plan do not exculpate (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Solely with respect to the exculpation provisions in Article VIII, notwithstanding anything to the contrary in the Plan, each of the Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan.

Article VIII.F of the Plan establishes an injunction (the “Injunction”):

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations or distributions issued or required to be paid pursuant to the Plan or the Confirmation Order (including the Exit ABL Facility or the Exit Holdco Loan Facility), all Entities who have held, hold, or may hold Released Claims, Interests, or Causes of Action that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action, suit, or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (2) enforcing, attaching, collecting, or recovering

by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable Law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article VIII.F of the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, Article VIII.E, or Article VIII.F of the Plan, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

For the avoidance of doubt and notwithstanding any other provision of the Plan, in no event are any of the Excluded Parties released, exculpated, or the beneficiary of any injunction, gatekeeper, or any other provision of Article VIII of the Plan.

Item 5. Certifications.

Upon execution of this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. as of the Voting Record Date, the undersigned was the Holder (or authorized signatory for a Holder) of the Claims as set forth in Item 1;

2. the Holder has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the Holder has cast the same vote with respect to all of the Holder's Claims in each particular Voting Class;
5. the Holder understands and acknowledges that if multiple Ballots are submitted voting the Claims set forth in Item 1, only the last properly completed, valid Ballot voting the Claims and received by the Solicitation Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus will supersede and revoke any prior Ballots received by the Solicitation Agent; and
6. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Item 6. Holder Information and Signature

Name of Holder: _____
(print or type)

Signature: _____

Name of Signatory: _____
(if other than Holder)

Title: _____

Address: _____

Date Completed: _____

THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025.

PLEASE SUBMIT THIS BALLOT BY *ONE* OF THE FOLLOWING METHODS SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE.

If Submitting Your Vote through the E-Balloting Portal:

Epiq will accept Ballots if properly completed through the E-Balloting Portal. To submit your Ballot via the E-Balloting Portal, visit <https://dm.epiq11.com/Ascend>, click on “E-Ballot” under the Case Actions section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Epiq’s E-Balloting Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

By First-Class Mail:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
PO Box 4422
Beaverton, OR 970076-4422

By Overnight Courier or Hand Delivery:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005

If you would like to submit your Ballot via first class mail, a pre-addressed, postage prepaid return envelope has been provided in the Solicitation Package.

If you would like to coordinate hand delivery of your Ballot, please email ascendinfo@epiqglobal.com at least 24 hours in advance of the anticipated date and time of your delivery.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE “ASCEND PERFORMANCE MATERIALS HOLDINGS INC. BALLOT” IN THE SUBJECT LINE.

ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER OR THE BALLOT INSTRUCTIONS WILL NOT BE COUNTED.

THIS BALLOT SHOULD NOT BE SENT TO THE DEBTORS, THE BANKRUPTCY COURT, OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS.

Exhibit 6

**Form of
Ballot for Class 8 Interests**

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

In re:

ASCEND PERFORMANCE MATERIALS
HOLDINGS INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90127 (CML)
)
)
) (Jointly Administered)
)

**BALLOT FOR VOTING ON THE SECOND AMENDED JOINT CHAPTER 11 PLAN
OF ASCEND PERFORMANCE MATERIALS HOLDINGS INC. AND ITS DEBTOR
AFFILIATES**

HOLDERS OF CLASS 8 INTERESTS IN ASCEND PARENT

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT. THIS BALLOT IS BEING SUBMITTED TO YOU TO SOLICIT YOUR VOTE ON THE PLAN (DEFINED BELOW) (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN).

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE “ASCEND PERFORMANCE MATERIALS HOLDINGS INC. BALLOT” IN THE SUBJECT LINE.

THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST NON-DEBTOR THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY THE RELEASING PARTIES, IF APPROVED BY THE BANKRUPTCY COURT, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 4 OF THIS BALLOT. IF HOLDERS OF CLAIMS AND INTERESTS DO NOT OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, THE RELEASES WILL BE BINDING ON THEM. IF YOU VOTE

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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.

TO ACCEPT THE PLAN, YOU CANNOT OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN. BY VOTING TO ACCEPT THE PLAN, YOU ARE CONSENTING TO GRANT THE THIRD-PARTY RELEASES.

PLEASE NOTE THAT IF YOU ARE LISTED AS AN EXCLUDED PARTY UNDER THE PLAN, YOU WILL NOT BE RELEASED UNDER THE PLAN REGARDLESS OF WHETHER YOU CHOOSE TO OPT OUT OF THE THIRD PARTY RELEASE IN ITEM 4 HEREOF.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025 (THE “VOTING DEADLINE”).

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) attached as Exhibit A to the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”). The United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code by entry of an order on [●], 2025 [Docket No. [●]] (the “Disclosure Statement Order”). The Bankruptcy Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement, or Disclosure Statement Order, as applicable. Votes are being solicited from Holders of Claims and Interests in Classes 3, 4A, 4B, 4C, 5A, 5B and 8 (each, a “Voting Class” and collectively the “Voting Classes”).

You are receiving this ballot (this “Ballot”) because the Debtors’ books and records indicate that you are a Holder of Class 8 Interests in Ascend Parent as of September 22, 2025 (the “Voting Record Date”). **For additional discussion of the treatment of your Interest under the Plan and the rights of Holders of Class 8 Interests in Ascend Parent under the Plan, please read the Disclosure Statement.**

Please review the detailed instructions regarding how to complete and submit this Ballot attached hereto as Annex A (the “Ballot Instructions”). Once completed and returned in accordance with the attached Ballot Instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount of Interests that submit votes in that Voting Class vote to accept the Plan. The Bankruptcy Court may confirm the Plan if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, the Plan will be binding on all Holders of Claims or Interests, among others, regardless of whether such Holders voted to or were presumed to

accept, voted to or were deemed to reject, or abstained from voting on the Plan. Subject to the terms and conditions of the Plan, you will receive the treatment identified in Article III.B.3 therein.

The rights and treatment for each Class are described in the Disclosure Statement, which is included in the package (the “Solicitation Package”) you are receiving with this Ballot. If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional solicitation materials, you may obtain them from Epiq Corporate Restructuring, LLC (the “Solicitation Agent”) at no charge by: (a) accessing the Debtors’ restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (c) calling the Debtors’ restructuring hotline at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International), or (d) emailing ascendinfo@epiqglobal.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://ecf.txsd.uscourts.gov>.

This Ballot may not be used for any purpose other than to cast a vote to accept or reject the Plan and to make an election to opt out of the Third-Party Release contained in Article VIII.D of the Plan. If you believe you have received this Ballot in error, please contact the Solicitation Agent *immediately* at the address, telephone number, or e-mail address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Interest. Your Interest has been placed in Class 8 Interests in Ascend Parent under the Plan. If you hold Claims and/or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Interest

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory for a Holder) of Class 8 Interests in Ascend Parent in the following amount:²

_____ Shares

Item 2. Recovery.³

Pursuant to Article III.B.3 of the Plan, each Holder of an Allowed Interest in Ascend Parent shall receive its Pro Rata share of the Term Loan Distribution.

² For voting purposes only, subject to tabulation rules.

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

Item 3. Vote on Plan.

The Holder of the Class 8 Interests in Ascend Parent against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan

☐ **REJECT** (vote AGAINST) the Plan

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 4. Important Information Regarding Releases Under the Plan.

Please be advised that Article VIII of the Plan contains the following release provisions:

Article VIII.C of the Plan contains the following release by the Debtors (the “Debtor Release”):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party, including each of the DIP ABL Lenders and ABL Lenders (including in their capacities as Bank Product Providers (as defined in the DIP ABL Credit Agreement) or otherwise as financial institutions doing business with or for the benefit of any of the Debtors or the Non-Debtor Subsidiaries), is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor

and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.C of the Plan do not release (1) any Causes of Action identified on the Schedule of Retained Causes of Action, (2) any post Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transactions, or any document, instrument, or agreement (including those in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, (3) any Claims or Causes of Action against the Excluded Parties, or (4) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor release; (3) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor release against any of the Released Parties.

Article VIII.D of the Plan contains the following third-party release by the Releasing Parties (the "Third-Party Release"):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring

Transactions, the adequacy of which is hereby confirmed, each Released Party is hereby deemed released and discharged by each and all of the Releasing Parties (other than the Debtors and the Reorganized Debtors), in each case on behalf of themselves and their respective successors, assigns, and representatives and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that notwithstanding anything in the Plan to the contrary, nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement and those Claims left Unimpaired by Article III of the Plan) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in **Article VIII.D** of the Plan do not release (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the third-party release is: (1) consensual; (2) essential to Confirmation; (3) given in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (4) a good faith settlement and compromise of the Claims or Causes of Action released by the third-party release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the third-party release.

Definitions related to the Debtor Release and the Third-Party Release:

Under the Plan, “Released Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (f) the Committee and each of its members (exclusively in their capacities as Committee members); (g) each of the Releasing Parties that is not an Excluded Party; (h) each of the Agents; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clauses (a) through (j); *provided* that, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in **Article VIII.D** of the Plan; (ii) timely objects to the releases contained in **Article VIII.D** of the Plan and such objection is not resolved before Confirmation; or (iii) is an Excluded Party.

Under the Plan, “Releasing Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) the Committee and each of its members (exclusively in their capacities as Committee members); (f) each of the Agents; (g) all Holders of Claims or Interests that vote to accept the Plan; (h) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (i) all Holders of Claims who are deemed to accept the Plan; (j) all Holders of Claims or Interests who abstain from voting on the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan; (l) to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (m); *provided* that, in each case, an Entity in clauses (h) through (m) shall not be a Releasing Party if it: (i) affirmatively elects to opt out of the releases

contained in Article VIII.D of the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; or (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

OPTIONAL RELEASE ELECTION. AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASES IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) OR INTEREST(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN.

PLEASE NOTE THAT IF YOU ARE LISTED AS AN EXCLUDED PARTY UNDER THE PLAN, YOU WILL NOT BE RELEASED UNDER THE PLAN REGARDLESS OF WHETHER YOU CHOOSE TO OPT OUT OF THE THIRD PARTY RELEASE IN ITEM 4 HEREOF.

☐ By checking this box, you elect to opt <u>OUT</u> of the Third-Party Release

Article VIII.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

Notwithstanding anything contained in the Plan, to the fullest extent permissible under applicable Law and without limiting the releases contained in Article VIII, effective as of the Effective Date, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases prior to the Effective Date, including, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Plan Supplement, the Filing of the Chapter 11 Cases, the Restructuring Transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, any other Definitive Document (including the Plan Supplement), or any other agreement, contract, instrument, release, or document (including

any legal opinion requested by any Entity regarding any other agreement, transaction, contract, instrument, release, or document contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Restructuring Transactions, the Disclosure Statement, the Plan, the Plan Supplement, before or during the Chapter 11 Cases, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan, or such distributions made pursuant to the Plan, including the issuance of Securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and other applicable Law or rules protecting such Exculpated Parties from liability. The Exculpated Parties and other parties set forth above have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Notwithstanding anything to the contrary in the foregoing, the exculpation set forth in Article VIII.E of the Plan do not exculpate (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Solely with respect to the exculpation provisions in Article VIII, notwithstanding anything to the contrary in the Plan, each of the Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan.

Article VIII.F of the Plan establishes an injunction (the “Injunction”):

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations or distributions issued or required to be paid pursuant to the Plan or the Confirmation Order (including the Exit ABL Facility or the Exit Holdco Loan Facility), all Entities who have held, hold, or may hold Released Claims, Interests, or Causes of Action that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action, suit, or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable Law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article VIII.F of the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, Article VIII.E, or Article VIII.F of the Plan, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

For the avoidance of doubt and notwithstanding any other provision of the Plan, in

no event are any of the Excluded Parties released, exculpated, or the beneficiary of any injunction, gatekeeper, or any other provision of Article VIII of the Plan.

Item 5. Certifications.

Upon execution of this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. as of the Voting Record Date, the undersigned was the Holder (or authorized signatory for a Holder) of the Interests as set forth in Item 1;
2. the Holder has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the Holder has cast the same vote with respect to all its Class 8 Interests in Ascend Parent;
5. the Holder understands and acknowledges that if multiple Ballots are submitted voting the Interests set forth in Item 1, only the last properly completed, valid Ballot voting the Interests and received by the Solicitation Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus will supersede and revoke any prior Ballots received by the Solicitation Agent; and
6. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Item 6. Holder Information and Signature

Name of Holder: _____
(*print or type*)

Signature: _____

Name of Signatory: _____
(*if other than Holder*)

Title: _____

Address: _____

Date Completed: _____

THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025.

PLEASE SUBMIT THIS BALLOT BY *ONE* OF THE FOLLOWING METHODS SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE.

If Submitting Your Vote through the E Balloting Portal:

Epiq will accept Ballots if properly completed through the E-Balloting Portal. To submit your Ballot via the E-Balloting Portal, visit <https://dm.epiq11.com/Ascend>, click on “E-Ballot” under the Case Actions section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Epiq’s E-Balloting Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Interests described in your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

By First-Class Mail:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
PO Box 4422
Beaverton, OR 970076-4422

By Overnight Courier or Hand Delivery:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005

If you would like to submit your Ballot via first class mail, a pre-addressed, postage prepaid return envelope has been provided in the Solicitation Package.

If you would like to coordinate hand delivery of your Ballot, please email ascendinfo@epiqglobal.com at least 24 hours in advance of the anticipated date and time of your delivery.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE “ASCEND PERFORMANCE MATERIALS HOLDINGS INC. BALLOT” IN THE SUBJECT LINE.

ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER OR THE BALLOT INSTRUCTIONS WILL NOT BE COUNTED.

THIS BALLOT SHOULD NOT BE SENT TO THE DEBTORS, THE BANKRUPTCY COURT, OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS.

ANNEX A

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims and/or Interests with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these Ballot instructions but not otherwise defined therein or herein shall have the meanings set forth in the Plan.

PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of Impaired creditors that vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. This Ballot contains voting and election options with respect to the Plan.
4. To ensure your vote is counted, this Ballot must be properly completed, executed, and delivered to the Solicitation Agent via (a) first-class mail to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005-4422; (b) overnight courier or hand-delivery to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, 10300 SW Allen Boulevard, Beaverton, OR 97005; or (c) via the Solicitation Agent's E-Ballot Portal at <https://dm.epiq11.com/Ascend>, so that the Ballot is ***actually received*** by the Solicitation Agent on or before the Voting Deadline, which is **4:00 p.m. (prevailing Central Time), on November 18, 2025.**
5. The Solicitation Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted to the Solicitation Agent by any means other than expressly provided for in the Solicitation Procedures, a copy of which also accompanies this Ballot, ***shall not be valid and will not be counted.***
6. If you desire a paper copy of the Solicitation Package, or if you need to obtain additional solicitation materials, you may obtain them by: (a) writing to the Solicitation Agent at Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (b) calling the Solicitation Agent at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International); or (c) e-mailing the Solicitation Agent at ascendinfo@epiqglobal.com with reference to "Ascend Performance Materials Holdings Inc. Solicitation Inquiry" in the subject line. You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at <http://pacer.psc.uscourts.gov>; or (b) at no charge by accessing the Debtors' restructuring website at <https://dm.epiq11.com/Ascend>.
7. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan, or is improperly signed and returned will **NOT** be counted unless the Debtors otherwise determine to accept such Ballot.
8. Any Ballot received by the Solicitation Agent after the Voting Deadline will not be counted

with respect to acceptance or rejection of the Plan, as applicable, unless the Debtors, in their sole discretion, determine otherwise. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtors' prior written consent.

9. Delivery of a Ballot reflecting your vote to the Solicitation Agent will be deemed to have occurred only when the Solicitation Agent actually receives the Ballot. In all cases, you should allow sufficient time to assure timely completion and submission of the Ballot.
10. If you submit multiple Ballots to the Solicitation Agent, ***only the last properly submitted Ballot*** timely received will be deemed to reflect your intent and will supersede and revoke any prior received Ballot(s).
11. You must vote your entire Class 8 Interests in Ascend Parent either to accept or reject the Plan and may not split your vote. Furthermore, if a Holder has multiple Claims or Interests within a Voting Class, the Debtors may direct the Solicitation Agent to aggregate the Claims or Interests of any particular Holder within that Class for the purpose of counting votes.
12. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest or an assertion or admission of a Claim or an Interest in the Debtors' Chapter 11 Cases.
13. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
14. **SIGN AND DATE** your Ballot.⁴ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature on a Ballot uploaded to the online portal will be deemed immediately legally valid and effective.
15. If you hold Claims or Interests in more than one Class under the Plan, you may receive more than one Ballot. Each Ballot votes only your Claims or Interests as indicated on that Ballot. Please complete and return each Ballot you receive.

PLEASE RETURN YOUR BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION PROCEDURES, PLEASE CALL THE SOLICITATION AGENT AT +1 (888) 890-9917 (U.S. TOLL-FREE/DOMESTIC) OR +1 (971) 385-8728 (INTERNATIONAL) OR EMAIL ASCENDINFO@EPIQGLOBAL.COM AND REFERENCE "ASCEND PERFORMANCE MATERIALS HOLDINGS INC. SOLICITATION INQUIRY" IN THE SUBJECT LINE.

⁴ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, the Debtors' counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

**THE VOTING DEADLINE IS
4:00 P.M., PREVAILING CENTRAL TIME ON NOVEMBER 18, 2025.**

**THE SOLICITATION AGENT MUST ACTUALLY RECEIVE THE
BALLOT ON OR BEFORE THE VOTING DEADLINE.**

**ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT
IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER OR THE BALLOT
INSTRUCTIONS WILL NOT BE COUNTED.**

Exhibit 7

**Form of Unimpaired
Non-Voting Status Notice**

PLEASE TAKE FURTHER NOTICE THAT non-voting status has no effect on your right to object to the Plan. The deadline for filing objections to the Plan is at **4:00 p.m., prevailing Central Time on November 18, 2025** (the “Confirmation Objection Deadline”). Any objection to the relief sought at the Confirmation Hearing ***must***: (a) be in writing; (b) conform to the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Bankruptcy Court; (c) state, with particularity, the name and address of the objecting party and the amount and nature of the Claim beneficially owned by such entity; (d) state, with particularity, the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such objections; and (e) be filed with the Bankruptcy Court with proof of service thereof and served upon the Debtors so as to be actually received by the Confirmation Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement Order, the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you may obtain them from Epiq Corporate Restructuring, LLC (the “Solicitation Agent”) at no charge by: (a) accessing the Debtors’ restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (c) calling the Debtors’ restructuring hotline at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International); or (d) emailing ascendinfo@epiqglobal.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://ecf.txsd.uscourts.gov>.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. PURSUANT TO THE PLAN YOU ARE DEEMED TO ACCEPT THE PLAN AND THEREFORE ARE DEEMED TO HAVE CONSENTED TO THE RELEASES SET FORTH IN ARTICLE VIII UNLESS YOU OPT OUT.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE VIII OF THE PLAN USING THE ENCLOSED OPT-OUT FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.

Houston, Texas
Dated: [●], 2025

/s/ DRAFT

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Jonathan L. Lozano (TX Bar No. 24121570)
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Co-Counsel for the Debtors and Debtors in Possession

OPTIONAL: RELEASE OPT-OUT FORM

You are receiving this opt-out form (the “Opt-Out Form”) because you are a Holder of a Claim that is not entitled to vote on the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”).

Article VIII.C of the Plan contains the following release by the Debtors (the “Debtor Release”):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party, including each of the DIP ABL Lenders and ABL Lenders (including in their capacities as Bank Product Providers (as defined in the DIP ABL Credit Agreement) or otherwise as financial institutions doing business with or for the benefit of any of the Debtors or the Non-Debtor Subsidiaries), is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors’ and the ownership thereof, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the

Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.C of the Plan do not release (1) any Causes of Action identified on the Schedule of Retained Causes of Action, (2) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transactions, or any document, instrument, or agreement (including those in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, (3) any Claims or Causes of Action against the Excluded Parties, or (4) any Claims related to any act or omission, that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor release; (3) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor release against any of the Released Parties.

Article VIII.D of the Plan contains the following third-party release by the Releasing Parties (the "Third-Party Release"):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party is hereby deemed released and discharged by each and all of the Releasing Parties (other than the Debtors and the Reorganized Debtors), in each case on behalf of themselves and their respective successors, assigns, and representatives and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated

or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything therein to the contrary, nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement and those Claims left Unimpaired by Article III of the Plan) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.D of the Plan do not release (1) any Claims or Causes of Action against the Excluded Parties, or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall

constitute the Bankruptcy Court's finding that the third-party release is: (1) consensual; (2) essential to Confirmation; (3) given in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (4) a good faith settlement and compromise of the Claims or Causes of Action released by the third-party release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the third-party release.

* * *

Definitions related to the Debtor Release and the Third-Party Release:

Under the Plan, “Released Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (f) the Committee and each of its members (exclusively in their capacities as Committee members); (g) each of the Releasing Parties that is not an Excluded Party; (h) each of the Agents; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clauses (a) through (j); *provided* that, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in Article VIII.D of the Plan; (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation; or (iii) is an Excluded Party.

Under the Plan, “Releasing Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) the Committee and each of its members (exclusively in their capacities as Committee members); (f) each of the Agents; (g) all Holders of Claims or Interests that vote to accept the Plan; (h) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (i) all Holders of Claims who are deemed to accept the Plan; (j) all Holders of Claims or Interests who abstain from voting on the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan; (l) to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (m); *provided* that, in each case, an Entity in clauses (h) through (m) shall not be a Releasing Party if it: (i) affirmatively elects to opt out of the releases contained in Article VIII.D by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; or (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

As a “Releasing Party” under the Plan, you are deemed to provide the releases contained in Article VIII.D of the Plan, as set forth above. You may elect not to grant the releases contained in Article VIII.D of the Plan *only if* you check the box below. The election to withhold consent to

grant such release is at your option. By opting out of the releases set forth in Article VIII.D of the Plan, you will forego the benefit of obtaining the releases set forth in Article VIII of the Plan if you are a Released Party in connection therewith. You will receive the same treatment on account of your Claim(s) or Interest(s) under the Plan regardless of whether you elect to not grant the release contained in Article VIII.D of the Plan.

OPTIONAL RELEASE ELECTION. YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:

☐ The Undersigned Holder of the Claim elects to <u>OPT OUT of the Third-Party Release</u>

Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder of a Claim; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of the Claim;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan* and that this Opt-Out Form is completed pursuant to the terms and conditions set forth therein;
- (c) the Entity has submitted the same respective election concerning the releases with respect to all Claims in a single Class; and
- (d) no other Opt-Out Form has been submitted or, if any other Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Opt-Out Forms are hereby revoked.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than the Holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

IF YOU HAVE MADE THE OPTIONAL OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN IT *PROMPTLY* BY *ONLY ONE* OF THE METHODS BELOW.

By electronic, online submission:

Please upload your completed and signed Opt-Out Form to <https://dm.epiq11.com/Ascend>.

By First Class Mail,

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
PO Box 4422
Beaverton, OR 970076-4422

By Overnight Courier or Hand Delivery to:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005

If you would like to coordinate hand delivery of your Opt-Out Form, please email ASCENDINFO@EPIQGLOBAL.COM with reference to “Ascend Performance Materials Holdings Inc. Opt-Out Submissions” in the subject line and provide the anticipated date and time of your delivery.

**THE OPT-OUT DEADLINE IS AT
4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025.**

**THE SOLICITATION AGENT MUST *ACTUALLY RECEIVE* YOUR OPT-OUT ELECTION ON OR
BEFORE THE OPT-OUT DEADLINE.**

Exhibit 8

**Form of Impaired
Non-Voting Status Notice**

Chapter 11

Case No. 25-90127 (CML)

(Jointly Administered)

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Disclosure Statement Order or the Plan, as applicable.

Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Bankruptcy Court; (c) state, with particularity, the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state, with particularity, the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such objections; and (e) be filed with the Bankruptcy Court with proof of service thereof and served upon the Debtors so as to be actually received by the Confirmation Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement Order, the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you may obtain them from Epiq Corporate Restructuring, LLC (the “Solicitation Agent”) at no charge by: (a) accessing the Debtors’ restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc. c/o Epic Ballot Processing P.O. Box 4422, Beaverton, OR 97005; (c) calling the Debtors’ restructuring hotline at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International); or (d) emailing ascendinfo@epiqglobal.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://ecf.txsd.uscourts.gov>.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIIL.D CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE VIII OF THE PLAN USING THE ENCLOSED OPT-OUT FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIIL.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.

Houston, Texas
Dated: [●], 2025

/s/ DRAFT

BRACEWELL LLP

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and Debtors in Possession*

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derek.hunter@kirkland.com

*Co-Counsel for the Debtors
and Debtors in Possession*

OPTIONAL: RELEASE OPT-OUT FORM

You are receiving this opt-out form (the “Opt-Out Form”) because you are a Holder of a Claim that is not entitled to vote on the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”).

Article VIII.C of the Plan contains the following release by the Debtors (the “Debtor Release”):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party, including each of the DIP ABL Lenders and ABL Lenders (including in their capacities as Bank Product Providers (as defined in the DIP ABL Credit Agreement) or otherwise as financial institutions doing business with or for the benefit of any of the Debtors or the Non-Debtor Subsidiaries), is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors’ and the ownership thereof, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the

Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.C of the Plan do not release (1) any Causes of Action identified on the Schedule of Retained Causes of Action, (2) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transactions, or any document, instrument, or agreement (including those in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, (3) any Claims or Causes of Action against the Excluded Parties, or (4) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor release; (3) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor release against any of the Released Parties.

Article VIII.D of the Plan contains the following third-party release by the Releasing Parties (the "Third-Party Release"):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party is hereby deemed released and discharged by each and all of the Releasing Parties (other than the Debtors and the Reorganized Debtors), in each case on behalf of themselves and their respective successors, assigns, and representatives and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated

or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything therein to the contrary, nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement and those Claims left Unimpaired by Article III of the Plan) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.D of the Plan do not release (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall

constitute the Bankruptcy Court's finding that the third-party release is: (1) consensual; (2) essential to Confirmation; (3) given in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (4) a good faith settlement and compromise of the Claims or Causes of Action released by the third-party release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the third-party release.

* * *

Definitions related to the Debtor Release and the Third-Party Release:

Under the Plan, “Released Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (f) the Committee and each of its members (exclusively in their capacities as Committee members); (g) each of the Releasing Parties that is not an Excluded Party; (h) each of the Agents; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clauses (a) through (j); *provided* that, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in Article VIII.D of the Plan; (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation; or (iii) is an Excluded Party.

Under the Plan, “Releasing Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) the Committee and each of its members (exclusively in their capacities as Committee members); (f) each of the Agents; (g) all Holders of Claims or Interests that vote to accept the Plan; (h) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (i) all Holders of Claims who are deemed to accept the Plan; (j) all Holders of Claims or Interests who abstain from voting on the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan; (l) to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (m); *provided* that, in each case, an Entity in clauses (h) through (m) shall not be a Releasing Party if it: (i) affirmatively elects to opt out of the releases contained in Article VIII.D by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; or (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

As a “Releasing Party” under the Plan, you are deemed to provide the releases contained in Article VIII.D of the Plan, as set forth above. You may elect not to grant the releases contained in Article VIII.D of the Plan only if you check the box below. The election to withhold consent to

grant such release is at your option. By opting out of the releases set forth in Article VIII.D of the Plan, you will forego the benefit of obtaining the releases set forth in Article VIII of the Plan if you are a Released Party in connection therewith. You will receive the same treatment on account of your Claim(s) or Interest(s) under the Plan regardless of whether you elect to not grant the release contained in Article VIII.D of the Plan.

OPTIONAL RELEASE ELECTION. YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:

☐ The Undersigned Holder of the Claim elects to <u>OPT OUT of the Third-Party Release</u>

Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder of a Claim or Interest; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of the Claim or Interest;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status to Holders of Impaired Claims or Interests Conclusively Presumed to Accept the Plan* and that this Opt-Out Form is completed pursuant to the terms and conditions set forth therein;
- (c) the Entity has submitted the same respective election concerning the releases with respect to all Claims and/or Interests in a single Class; and
- (d) no other Opt-Out Form has been submitted or, if any other Opt-Out Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt-Out Forms are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

IF YOU HAVE MADE THE OPTIONAL OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.

By electronic, online submission:

Please upload your completed and signed Opt-Out Form to <https://dm.epiq11.com/Ascend>.

By First Class Mail,

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
PO Box 4422
Beaverton, OR 970076-4422

By Overnight Courier or Hand Delivery to:

Ascend Performance Materials Holdings Inc.
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005

If you would like to coordinate hand delivery of your Opt-Out Form, please email ASCENDINFO@EPIQGLOBAL.COM with reference to “Ascend Performance Materials Holdings Inc. Opt-Out Submissions” in the subject line and provide the anticipated date and time of your delivery.

THE OPT-OUT DEADLINE IS AT
4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025.

THE SOLICITATION AGENT MUST *ACTUALLY RECEIVE* YOUR OPT-OUT ELECTION
ON OR BEFORE THE OPT-OUT DEADLINE.

Exhibit 9

**Form of
Confirmation Hearing Notice**

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

In re:

ASCEND PERFORMANCE MATERIALS
HOLDINGS INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90127 (CML)
)
)
) (Jointly Administered)
)

**NOTICE OF HEARING TO CONSIDER (I) CONFIRMATION
OF THE SECOND AMENDED JOINT CHAPTER 11 PLAN FILED BY
THE DEBTORS AND (II) RELATED VOTING AND OBJECTION PROCEDURES**

PLEASE TAKE NOTICE THAT on 10/1, 2025, the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) approving the adequacy of the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or modified from time to time, and including all exhibits thereto, the “Disclosure Statement”); (b) approving the procedures for soliciting, noticing, receiving, and tabulating votes with respect to confirmation of the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or modified from time to time, the “Plan”);² (c) approving the forms of the solicitation materials in connection therewith; (d) scheduling certain dates with respect thereto; and (e) granting related relief.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Bankruptcy Court will consider confirmation of the Plan (the “Confirmation Hearing”) will commence at **3:00 p.m. prevailing Central Time on November 24, 2025** before the Honorable Christopher M. Lopez, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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 Disclosure Statement Order or the Plan, as applicable.

PLEASE BE ADVISED: THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE BANKRUPTCY COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE BANKRUPTCY COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **September 22, 2025**, which is the date for determining which Holders of Claims and Interests in the Voting Classes, as applicable, are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is **4:00 p.m., prevailing Central Time on November 18, 2025** (the “Voting Deadline”). If you received a Solicitation Package that includes a Ballot and intend to vote on the Plan you ***must***: (a) follow the instructions carefully, (b) complete ***all*** of the required information on the Ballot, and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is ***actually received*** by Epiq Corporate Restructuring, LLC, the Debtors’ claims and balloting agent in these chapter 11 cases (the “Solicitation Agent”) on or before the Voting Deadline. ***A failure to follow such instructions may disqualify your vote.***

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIIL.D CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

Confirmation Objection Deadline. The deadline for filing objections to the Plan and the Disclosure Statement is **4:00 p.m., prevailing Central Time on November 18, 2025** (the “Confirmation Objection Deadline”). Any objections to the relief sought at the Confirmation Hearing ***must***: (a) be in writing; (b) conform to the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Bankruptcy Court; (c) state, with particularity, the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state, with particularity, the legal and factual basis for such objections and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such objections; and (e) be filed with the Bankruptcy Court with proof of service thereof and served upon the Debtors so as to be actually received by the Confirmation Objection Deadline.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

AS DESCRIBED BELOW, YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Please be advised that Article VIII of the Plan contains the following release, exculpation, and injunction provisions:

Article VIII.C of the Plan contains the following release by the Debtors (the “Debtor Release”):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party, including each of the DIP ABL Lenders and ABL Lenders (including in their capacities as Bank Product Providers (as defined in the DIP ABL Credit Agreement) or otherwise as financial institutions doing business with or for the benefit of any of the Debtors or the Non-Debtor Subsidiaries), is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors’ and the ownership thereof, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan,

the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.C of the Plan do not release (1) any Causes of Action identified on the Schedule of Retained Causes of Action, (2) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transactions, or any document, instrument, or agreement (including those in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, (3) any Claims or Causes of Action against the Excluded Parties, or (4) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor release; (3) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor release against any of the Released Parties.

Article VIII.D of the Plan contains the following third-party release by the Releasing Parties (the "Third-Party Release"):

Except as expressly set forth in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, effective on the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the Restructuring Transactions, the adequacy of which is hereby confirmed, each Released Party is hereby deemed released and discharged by each and all of the Releasing Parties (other than the Debtors and the Reorganized Debtors), in each case on behalf of themselves and their respective successors, assigns, and representatives and any and all other Entities who may purport to assert any Causes of Action, directly or derivatively, by, through, for, or because

of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any Avoidance Actions and derivative Claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, or their Estates, or any other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or their Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business, financing, or contractual arrangements between any Debtor and any Released Party, any Securities issued by the Debtors' and the ownership thereof, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, the Definitive Documents (including the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Definitive Documents, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything therein to the contrary, nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and nothing in the Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement and those Claims left Unimpaired by Article III of the Plan) executed to implement the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.D of the Plan do not release (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the third-party release is: (1) consensual; (2) essential to Confirmation; (3) given in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (4) a good faith settlement and compromise of the Claims or Causes of Action released by the third-party release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the third-party release.

* * *

Definitions related to the Debtor Release and the Third-Party Release:

Under the Plan, “Released Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (f) the Committee and each of its members (exclusively in their capacities as Committee members); (g) each of the Releasing Parties that is not an Excluded Party; (h) each of the Agents; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clauses (a) through (j); *provided* that, in each case, an Entity shall not be a Released Party if it: (i) elects to opt out of the releases contained in Article VIII.D of the Plan; (ii) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation; or (iii) is an Excluded Party.

Under the Plan, “Releasing Parties” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) each of the DIP ABL Lenders; (d) each of the ABL Lenders; (e) the Committee and each of its members (exclusively in their capacities as Committee members); (f) each of the Agents; (g) all Holders of Claims or Interests that vote to accept the Plan; (h) each member of the Ad Hoc Group (including in their capacity as DIP Term Loan Lenders, Bridge Lenders, Term Loan Lenders, Debt Backstop Parties, and Equity Backstop Parties, as applicable); (i) all Holders of Claims who are deemed to accept the Plan; (j) all Holders of Claims or Interests who abstain from voting on the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan; (l) to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) to the maximum extent permitted by Law, each Related Party of each Entity in clauses (a) through (m); *provided* that, in each case, an Entity in clauses (h) through (m) shall not be a Releasing Party if it: (i) affirmatively elects to opt out of the releases contained in Article VIII.D by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; or (ii) timely

objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

Article VIII.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

Notwithstanding anything contained in the Plan, to the fullest extent permissible under applicable Law and without limiting the releases contained in Article VIII of the Plan, effective as of the Effective Date, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases prior to the Effective Date, including, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Plan Supplement, the Filing of the Chapter 11 Cases, the Restructuring Transactions, the DIP Term Loan Facility, the DIP ABL Facility, the ABL Facility, the Bridge Facility, the Term Loan Facility, the Exit ABL Facility, the Exit Holdco Loan Facility, the Equity Rights Offering, the Debt Rights Offering, the Litigation Trust, the Management Incentive Plan, the Asset Financing Agreements, the Committee Settlement, any other Definitive Document (including the Plan Supplement), or any other agreement, contract, instrument, release, or document (including any legal opinion requested by any Entity regarding any other agreement, transaction, contract, instrument, release, or document contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Restructuring Transactions, the Disclosure Statement, the Plan, the Plan Supplement, before or during the Chapter 11 Cases, any preference, fraudulent transfer, or other avoidance Claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan, or such distributions made pursuant to the Plan, including the issuance of Securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and other applicable Law or rules protecting such Exculpated Parties from liability. The Exculpated Parties and other parties set forth above have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law,

rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Notwithstanding anything to the contrary in the foregoing, the exculpation set forth in Article VIII.E of the Plan do not exculpate (1) any Claims or Causes of Action against the Excluded Parties or (2) any Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Solely with respect to the exculpation provisions in Article VIII of the Plan, notwithstanding anything to the contrary in the Plan, each of the Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan.

Article VIII.F of the Plan establishes an injunction (the “Injunction”):

Except as otherwise expressly provided in the Plan or the Confirmation Order, or for obligations or distributions issued or required to be paid pursuant to the Plan or the Confirmation Order (including the Exit ABL Facility or the Exit Holdco Loan Facility), all Entities who have held, hold, or may hold Released Claims, Interests, or Causes of Action that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action, suit, or other proceeding of any kind on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Released Claims, Causes of Action, liabilities, or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable Law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with

respect to any such Released Claims, Causes of Action, liabilities, or Interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article VIII.F of the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, Article VIII.E, or Article VIII.F of the Plan, without the Bankruptcy Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

For the avoidance of doubt and notwithstanding any other provision of the Plan, in no event are any of the Excluded Parties released, exculpated, or the beneficiary of any injunction, gatekeeper, or any other provision of Article VIII of the Plan.

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain a copy of the Disclosure Statement Order, the Disclosure Statement, the Plan, the Plan Supplement, or related documents, free of charge, you may do so by (a) accessing the Debtors' restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc., Ballot Processing c/o Epiq Corporate Restructuring, LLC, P.O. Box 4422, Beaverton, OR 97005; (c) emailing ascendinfo@epiqglobal.com; or (d) calling the Solicitation Agent at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://ecf.txsd.uscourts.gov/>.

You may access the materials in the Solicitation Package directly at <https://dm.epiq11.com/Ascend>.

Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials but may **not** advise you as to whether you should vote to accept or reject the Plan or provide legal advice.

The Plan Supplement. The Debtors will file the initial Plan Supplement (as defined in the Plan) on or before November 14, 2025, and will serve notice on all Holders of Claims and Interests entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

BINDING NATURE OF THE PLAN

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS OR INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM OR INTEREST IN THESE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Houston, Texas

Dated: [●], 2025

/s/ DRAFT

BRACEWELL LLP

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Exhibit 10

**Form of
Plan Supplement Notice**

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

In re:

ASCEND PERFORMANCE MATERIALS
HOLDINGS INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90127 (CML)
)
)
) (Jointly Administered)
)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on [●], 2025, the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) approving the adequacy of the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or modified from time to time, and including all exhibits thereto, the “Disclosure Statement”); (b) approving the procedures for soliciting, noticing, receiving, and tabulating votes with respect to confirmation of the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or modified from time to time, the “Plan”);² (c) approving the forms of the solicitation materials in connection therewith; (d) scheduling certain dates with respect thereto; and (e) granting related relief.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Debtors filed the Plan Supplement with the Bankruptcy Court on [●], 2025. The Plan Supplement comprises the following: (a) the New Equityholders’ Agreement; (b) the New Equityholders’ Term Sheet; (c) to the extent known, the identities of the members of the New Board; (d) the Assumed Executory Contracts and Unexpired Leases Schedule; (e) the Schedule of Retained Causes of Action; (f) the MIP Term Sheet; (g) the Schedule of Excluded Parties; (h) the Restructuring Transactions Memorandum; (i) the Exit ABL Credit Agreement; (j) the Debt Rights Offering Documents; (k) the Equity Rights Offering Documents; (l) the Asset Financing Agreement Schedule; (m) the Litigation Trust Agreement; (n) the Exit Holdco Loan Term Sheet; (o) the Exit Holdco Credit Agreement; (p) the Claims Ombudsman Agreement; and (q) the Go-Forward Vendor Claim Schedule. The Debtors (with the consent of the Required DIP Term Loan Lenders and the reasonable consent of the Required DIP ABL Lenders) shall have the

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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 Disclosure Statement Order or the Plan, as applicable.

right to alter, amend, modify, or supplement the documents contained in the Plan Supplement up to the Effective Date as set forth in the Plan, except for the (i) Claim Ombudsman Agreement, which may only be altered, amended, modified, or supplemented with the consent of the Committee and (ii) the Go-Forward Vendor Claim Schedule, to which Go-Forward Vendor Claims may only be added or removed with the consent of the Committee. For the avoidance of doubt, all Plan Supplement documents shall be subject to the consent of the Required DIP Term Loan Lenders and any other terms or conditions as outlined in the Plan, including the consent, approval, and consultation rights of the Required DIP ABL Lenders and the DIP ABL Agent set forth in Article I.H of the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Bankruptcy Court will consider the confirmation of the Plan (the “Confirmation Hearing”) will commence at **3:00 p.m. prevailing Central Time on November 24, 2025** before the Honorable Christopher M. Lopez in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to confirmation of the Plan is **4:00 p.m. prevailing Central Time on November 18, 2025** (the “Confirmation Objection Deadline”). Any objection to confirmation of the Plan *must*: (a) be in writing; (b) conform to the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Bankruptcy Court; (c) state, with particularity, the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state, with particularity, the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and (e) be filed with the Bankruptcy Court with proof of service thereof and served upon the Debtors so as to be actually received by the Confirmation Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement Order, the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you may obtain them from Epiq Corporate Restructuring, LLC (the “Solicitation Agent”) at no charge by: (a) accessing the Debtors’ restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc. Ballot Processing c/o Epiq Corporate Restructuring, LLC, P.O. Box 4422, Beaverton, OR 97005; (c) calling the Debtors’ restructuring hotline at +1 (888) 890-9917 (U.S. Toll Free/Domestic) OR +1 (971) 385-8728 (International); or (d) emailing ascendinfo@epiqglobal.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://ecf.txsd.uscourts.gov>.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.

Houston, Texas

Dated: [●], 2025

/s/ DRAFT

BRACEWELL LLP

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Jonathan L. Lozano (TX Bar No. 24121570)

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derek.hunter@kirkland.com

Co-Counsel for the Debtors and Debtors in Possession

Exhibit 11

**Form of
Assumption Notice**

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

In re:

ASCEND PERFORMANCE MATERIALS
HOLDINGS INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90127 (CML)
)
)
) (Jointly Administered)
)

**NOTICE OF (A) EXECUTORY CONTRACTS
AND UNEXPIRED LEASES TO BE ASSUMED BY THE
DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS,
IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH**

PLEASE TAKE NOTICE THAT on [●], 2025, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit votes on the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and its Debtor Affiliates* (as modified, amended, or supplemented from time to time, the “Plan”);² (b) approving the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and its Debtor Affiliates* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Assumed Executory Contracts and Unexpired Leases Schedule* [Docket No. [●]] (the “Assumed Executory Contracts and Unexpired Leases Schedule”) with the Court as part of the Plan Supplement on [●], a copy of which is attached hereto as **Schedule A**. The Assumed Executory Contracts and Unexpired Leases Schedule sets forth the Executory Contracts and Unexpired Leases that the Debtors propose to assume under the Plan as well as the Debtors’ good faith estimate of Cure amounts (if any) with respect to the Executory Contracts and Unexpired Leases proposed to be assumed by the Debtors pursuant to the Plan. The Debtors’ determination to assume the agreements identified on the Assumed Executory Contracts and Unexpired Leases Schedule and the applicable Cure amounts

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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 defined herein have the same meaning as set forth in the Plan.

are subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto.³

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the “Confirmation Hearing”) will commence at **3:00 p.m., prevailing Central Time, on November 24, 2025**, before the Honorable Christopher M. Lopez, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors’ records reflect that you are a party to a contract that is listed on the Assumed Executory Contracts and Unexpired Leases Schedule. Therefore, you are advised to carefully review the information contained in this notice and the related provisions of the Plan, including the Assumed Executory Contracts and Unexpired Leases Schedule.⁴

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified in **Schedule A** will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment on the Effective Date, or as soon as practicable thereafter, of the amount of Cash listed in the column titled “Proposed Cure Amount” in **Schedule A**, subject to the limitations described in **Article V.C** of the Plan. In the event of a dispute, payment of the cure amount will be made following the entry of a final order(s) resolving the dispute and approving the assumption.⁵

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan, including the assumption of any Executory Contract or Unexpired Lease or proposed Cure amount set forth on the Assumed Executory Contracts and Unexpired Leases Schedule, is **at 4:00 p.m., prevailing Central Time, on November 18, 2025**,

³ Section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed in the Assumed Executory Contracts and Unexpired Leases Schedule. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no cure amount outstanding for such contract or lease.

⁴ Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contracts and Unexpired Leases Schedule, nor anything contained in the Plan, shall constitute an admission by the Debtors, that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder. Further, the Debtors expressly reserve the right to (a) alter, amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases Schedule identified in **Article V** of the Plan and in the Plan Supplement at any time up to the Effective Date; *provided* that the Debtors may not remove Executory Contracts from the Assumed Executory Contracts and Unexpired Leases Schedule after the Voting Deadline, and (b) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

⁵ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs.

(the “Confirmation Objection Deadline”). Any objection to confirmation of the Plan *must*: (a) be in writing; (b) conform to the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of this Court; (c) state, with particularity, the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state, with particularity, the legal and factual basis for such objections, and a proposed modification to the Plan that would resolve such objections; and (e) be filed with this Court with a proof of service thereof and served upon the Debtors so as to be *actually received* by the Confirmation Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT any objections in connection with the assumption of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related cure or adequate assurances proposed in connection therewith that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing or such other date as agreed between the Debtors and the applicable counterparty or as determined by the Court.

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure amount will be deemed to have assented to such assumption and Cure amount.

PLEASE TAKE FURTHER NOTICE THAT assumption of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date the Debtors assume such Executory Contract or Unexpired Lease. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the court.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement Order, the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you may obtain them from Epiq Corporate Restructuring, LLC (the “Solicitation Agent”) at no charge by: (a) accessing the Debtors’ restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc., Ballot Processing c/o Epiq Corporate Restructuring, LLC, P.O. Box 4422, Beaverton, OR 97005; (c) emailing ascendinfo@epiqglobal.com; or (d) calling the Claims and Balloting Agent at (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://ecf.txsd.uscourts.gov/>.

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Houston, Texas
Dated: [●], 2025

/s/ *DRAFT*

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Schedule A

Assumed Executory Contracts
and Unexpired Leases Schedule

Exhibit 12

Cover Letter



October 20, 2025

RE: In re Ascend Performance Materials Holdings Inc. et. al.,
Chapter 11 Case No. 25-90127 (CML) (Jointly Administered)

TO ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN:

Ascend Performance Materials Holdings Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”)¹ commenced filing voluntary petitions for relief under title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Court”) on April 21, 2025 (the “Petition Date”).

You have received this letter (this “Cover Letter”) and the enclosed materials because you are entitled to vote on the *Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as modified, amended, or supplemented from time to time, the “Plan”).² On [●], 2025, the Court entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) approving the adequacy of the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Ascend Performance Materials Holdings Inc. and Its Debtor Affiliates* [Docket No. [●]] (as may be amended, supplemented, or modified from time to time, and including all exhibits thereto, the “Disclosure Statement”); (b) approving the procedures for soliciting, noticing, receiving, and tabulating votes with respect to confirmation of the Plan (the “Solicitation Procedures”); (c) approving the forms of the solicitation materials in connection therewith; (d) scheduling certain dates with respect thereto; and (e) granting related relief.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ 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 Disclosure Statement Order, the Disclosure Statement, or the Plan, as applicable.

YOU ARE RECEIVING THIS LETTER BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN. THEREFORE, YOU SHOULD READ THIS LETTER CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

In addition to this Cover Letter, the following materials constitute your Solicitation Package, and were approved by the Court for distribution to Holders of Claims in connection with the solicitation of votes to accept or reject the Plan. The Solicitation Package consists of the following:

- a. this Cover Letter;
- b. the Disclosure Statement Order (excluding exhibits, except for the Solicitation Procedures);
- c. the approved Disclosure Statement (attached as Exhibit 1 to the Disclosure Statement Order) including the Plan and the other exhibits thereto;
- d. the Solicitation Procedures (attached as Exhibit 2 to the Disclosure Statement Order);
- e. the applicable Ballot for your Claim, in substantially the form attached as Exhibit 3, Exhibit 4, Exhibit 5A, Exhibit 5B, or Exhibit 6 to the Disclosure Statement Order, and a pre-addressed, postage prepaid return envelope;
- f. the *Notice of Hearing to Consider (I) Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization Filed by the Debtors and (II) Related Voting and Objection Procedures*, substantially in the form attached as Exhibit 9 to the Disclosure Statement Order;
- g. the Committee Letter attached as Exhibit 13 to the Disclosure Statement Order; and
- h. any additional documents that the Court has ordered to be made available.

The governing bodies of the Debtors have approved the filing of the Plan and the solicitation of votes to accept or reject the Plan. The Debtors believe that the acceptance of the Plan is in the best interests of their Estates, Holders of Claims and/or Interests, and all other parties in interest. Moreover, the Debtors believe that any alternative other than confirmation of the Plan could result in extensive delays and increased administrative expenses, which, in turn, likely would result in smaller distributions (or no distributions) or recoveries on account of Claims and Interests asserted in these chapter 11 cases.

THE DEBTORS STRONGLY URGE YOU TO PROPERLY AND TIMELY SUBMIT YOUR BALLOT CASTING A VOTE TO ACCEPT THE PLAN. THE BALLOT SHOULD BE SUBMITTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED ON YOUR BALLOT.

THE VOTING DEADLINE IS AT 4:00 P.M., PREVAILING CENTRAL TIME, ON NOVEMBER 18, 2025.

The materials in the Solicitation Package are intended to be self-explanatory. If you should have questions about the solicitation materials, however, please feel free to contact Epic Corporate Restructuring, LLC, the claims and balloting agent retained by the Debtors in these chapter 11 cases (the “Solicitation Agent”), by: (a) accessing the Debtors’ restructuring website at <https://dm.epiq11.com/Ascend>; (b) writing to Ascend Performance Materials Holdings Inc. c/o Epiq Ballot Processing, P.O. Box 4422, Beaverton, OR 97005; (c) calling the Debtor’s restructuring hotline at +1 (888) 890-9917 (U.S. Toll-Free/Domestic) OR +1 (971) 385-8728 (International) and request to speak with a member of the Solicitation Team; or (d) emailing ascendinfo@epiqglobal.com with reference to “Ascend Performance Materials Holdings Inc. Solicitation Inquiry” in the subject line.

Copies of certain orders, notices, and pleadings, as well as other information regarding these chapter 11 cases, are available for inspection free of charge online at <https://dm.epiq11.com/Ascend>. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://ecf.txsd.uscourts.gov>.

Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, the solicitation materials but may not advise you as to whether you should vote to accept or reject the Plan or provide any legal advice. If you need legal advice, you should consult an attorney.

Sincerely,

/s/ Robert Del Genio

Robert Del Genio
Chief Restructuring Officer

Exhibit 13

Committee Letter

[To be filed separately.]