

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

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|--------------------------------------------------|---|-------------------------|
| In re: | § | Chapter 11 |
| RHODIUM ENCORE LLC, <i>et al.</i> , ¹ | § | |
| | § | |
| Debtors. | § | Case No. 24-90448 (ARP) |
| | § | |
| | § | (Jointly Administered) |
| | § | |
| | § | |

**DECLARATION AND DISCLOSURE STATEMENT OF MARYAM NICHOLAS ON
BEHALF OF RIVERON CONSULTING, LLC**

I, Maryam Nicholes, hereby declare, pursuant to section 1746 of title 28 of the United States Code:

1. I am a Director of Riveron Consulting, LLC, located at 461 Fifth Avenue, 12th floor, New York, NY 10017 (the “Firm”).
2. Rhodium Encore LLC and its affiliated debtors (the “Debtors”) have requested that the Firm provide tax advisory services to the Debtors, and the Firm has consented to provide such services (the “Services”). The Firm may utilize the Services of its operating affiliate, Riveron RTS, LLC (“RTS”).
3. The Firm may have performed services in the past and may perform services in the future, in matters unrelated to these chapter 11 cases (the “Chapter 11 Cases”), for persons

¹ The Debtors in these chapter 11 cases and the last four digits of their corporate identification numbers are as follows: Rhodium Encore LLC (3974), Jordan HPC LLC (3683), Rhodium JV LLC (5323), Rhodium 2.0 LLC (1013), Rhodium 10MW LLC (4142), Rhodium 30MW LLC (0263), Rhodium Enterprises, Inc. (6290), Rhodium Technologies LLC (3973), Rhodium Renewables LLC (0748), Air HPC LLC (0387), Rhodium Shared Services LLC (5868), Rhodium Ready Ventures LLC (8618), Rhodium Industries LLC (4771), Rhodium Encore Sub LLC (1064), Jordan HPC Sub LLC (0463), Rhodium 2.0 Sub LLC (5319), Rhodium 10MW Sub LLC (3827), Rhodium 30MW Sub LLC (4386), and Rhodium Renewables Sub LLC (9511). The mailing and service address of the Debtors in these chapter 11 cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.



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that are parties in interest in the Debtors' Chapter 11 Cases. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be claimants or employees of the Debtors, or other parties in interest in these Chapter 11 Cases. The Firm does not perform services for any such person in connection with these Chapter 11 Cases. In addition, the Firm does not have any relationship with any such person, their attorneys, or accountants that would be adverse to the Debtors or their estates with respect to the matters on which the Firm is to be retained.

4. Neither I, nor any principal of, or professional employed by the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principals and regular employees of the Firm and RTS.

5. Neither I, nor any principal of, or professional employed by the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates, with respect to the matters on which the Firm is to be retained.

6. The Debtors owe the Firm \$17,502.75 for prepetition services.

7. As of August 24, 2024, the date on which the Debtors commenced the above-captioned Chapter 11 Cases, the Firm was a party to an agreement with the Debtors that provides for the indemnification by the Debtors of the Firm in connection with the Services.

8. Such agreement for indemnification (the "OCP Agreement") is subject to the following modifications, application during the pendency of the Debtors' Chapter 11 Cases:

- a. The Firm shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by the Court.
- b. Notwithstanding anything to the contrary in the OCP Agreement, the Debtors shall have no obligation to indemnify the Firm, or provide contribution or reimbursement to the Firm, for any claim or expense that is either: (i)

judicially determined (the determination having become final) to have arisen from the Firm's gross negligence, willful misconduct, fraud, self-dealing (if found to be applicable), bad faith, or breach of fiduciary duty (if any); (ii) for a contractual dispute in which the Debtors allege the breach of the Firm's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002); or (iv) settled prior to a judicial determination under (i) or (ii), but determined by the Court, after notice and a hearing, to be a claim or expense for which the Firm should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement.

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan, is these cases, or (ii) the entry of an order closing these Chapter 11 Cases, the Firm believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the OCP Agreement including the advancement of defense costs, the Firm must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Firm before the entry of an order by the Court approving the payment. All parties in interest shall retain the right to object to any demand by the Firm for indemnification, contribution, or reimbursement. In the event that the Firm seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the OCP Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the Firm's own applications, both interim and final, but determined by the Court after notice and a hearing.

9. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discovery any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

I declare under perjury that the foregoing is true and correct.

Executed on the 22nd day of November, 2024.

By: /s/ Maryam Nicholes
Maryam Nicholes