

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

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

¹ 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 Debtors in these Chapter 11 Cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.



249044825101300000000004

EMERGENCY MOTION OF THE SPECIAL COMMITTEE TO CONTINUE HEARING ON THE SPECIAL COMMITTEE’S OBJECTION TO LEHOTSKY KELLER COHN LLP’S SECOND AND FINAL APPLICATION FOR PAYMENT OF COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD OF AUGUST 28, 2024 THROUGH JUNE 30, 2025 [ECF NOS. 1560-1561, 1732]

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing. Emergency relief has been requested. If the Court considers the motion on an emergency basis, then you will have less than 21 days to answer. If you object to the requested relief or if you believe that the emergency consideration is not warranted, you should file an immediate response.

Emergency Relief is requested no later than 4:30 p.m. (prevailing Central Time) on October 15, 2025.

The Special Committee of the Board of Directors of Debtor Rhodium Enterprises, Inc. (the “Special Committee”) respectfully requests the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting an approximately two-week continuance of the hearing on the Special Committee’s Objection to Lehotsky Keller Cohn LLP’s (“LKC”) Second and Final Fee Application for Payment of Compensation and Reimbursement of Expenses for the Period August 28, 2024, Through June 30, 2025 (the “Fee Application”) [ECF Nos. 1560-1561] currently scheduled for October 30, 2025. In support of this Emergency Motion, the Special Committee respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Emergency Motion under 28 U.S.C. § 1334; this matter is a core proceeding under 28 U.S.C. § 157(b).
2. Pursuant to 28 U.S.C. §§ 1408 and 1409, venue in this district is proper.
3. The bases for the relief are Section 105(a) of the Bankruptcy Code, Rules 2016 and 9006(b) of the Federal Rules of Bankruptcy Procedure, and the Procedures for Complex Cases in the Southern District of Texas.

BACKGROUND

4. On October 2, 2025, the Court held a status conference during which the Court scheduled a hearing on the Special Committee's Objections to LKC's Fee Application for October 30, 2025 (the "Hearing"). During that Status Conference, the Court also suggested it would consider postponing the Hearing if Debtors paid the undisputed fees owed to LKC prior to the Hearing.
5. In preparation for the hearing, on October 3, 2025, LKC served its discovery requests on the Special Committee.
6. On October 5, 2025, the Special Committee served its discovery requests on LKC.
7. On October 7, 2025, counsel for the Special Committee and LKC conferred on discovery disputes and the possibility of continuing the Hearing based on payment of the undisputed fees. LKC took the Special Committee's request to postpone the Hearing under advisement.
8. On October 8, 2025, counsel for LKC reached out to the Special Committee to request dates for depositions in preparation for the Hearing.

9. In response, counsel for the Special Committee inquired whether LKC was rejecting the request to postpone the Hearing. Counsel for LKC responded that they required an offer of more than \$600,000.00 in undisputed fees to postpone the Hearing and requested that the Special Committee review LKC's invoices to identify which of the hourly fees were undisputed.

10. The Special Committee reviewed the invoices attached to LKC's Fee Application—at LKC's request—and determined that there were an additional \$165,792.35 in fees that the Special Committee would not object to. Therefore, on October 10, 2025, counsel for the Special Committee responded with an offer to pay **\$765,792.35** based on this and specifically identified each disputed fee by page and line within LKC's invoices. (See **Exhibits B-C**.)

11. As stated in the Special Committee's Objection to the Fee Application, its objections to the invoices arose from LKC's attempt to recover the legal fees of its counsel, Porter Hedges LLP ("Porter Hedges"), and for legal fees that fail to identify whether LKC's work was for the benefit of Stris & Maher LLP ("Stris") or for Porter Hedges. The Special Committee noted that it would adjust its undisputed amount if LKC met its burden of proof to show that these identified fees were properly recoverable.

12. The Special Committee has requested that the Debtors wire \$765,792.35 to LKC within one business day of filing this Emergency Motion.

13. Counsel for LKC responded that it still opposed any continuance of the hearing, describing this offer of \$765,792.35 as "*paltry*." (See **Exhibit D**.) LKC

refused to confer on the billing entries identified by the Special Committee, instead quoting the retention agreement as stating that LKC may recover “reasonable expenses (including but not limited to photocopies, on-line computer assisted legal research, travel, legal advice on retention and compensation matters, and court filing fees).” (*Id.*)

ARGUMENT

14. Based on the Court’s guidance, the Special Committee has engaged in reasonable efforts to resolve the issue of any undisputed fees and to pay them to LKC, so that the Court may continue the hearing set for October 30, 2025 to allow for more time to resolve this dispute. LKC has refused to engage in this exercise in good faith. Nevertheless, the Special Committee intends to have the Debtors send the amount of \$765,792.35 to LKC within one business day. Under these circumstances, the Special Committee requests that the Court continue the hearing on the LKC fee application to November 17, 2025.

15. The Debtors and other plan proponents (collectively, the “Plan Proponents”) filed their *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC and its Affiliated Debtors* (ECF No. 1751, the “Disclosure Statement”), the *Joint Chapter 11 Plan of Liquidation for Rhodium Encore LLC and its Affiliated Debtors Proposed by Debtors and Ad Hoc Group of Safe Parties* (ECF No. 1750, the “Plan”); and the *Emergency Motion of the Debtors and the Ad Hoc Group of Safe Parties for Entry of an Order (A) Conditionally Approving the Adequacy of the Disclosure Statement; (B) Approving the Solicitation Procedures and*

Solicitation Packages; (C) Scheduling a Combined Hearing; (D) Establishing Procedures for Objecting to the Plan and Final Approval of the Disclosure Statement; (E) Approving the Form, Manner, and Sufficiency of Notice of the Combined Hearing; and (F) Granting Related Relief (ECF No. 1752, the “Motion for Conditional Approval) on Tuesday, October 7, 2025.

16. In accordance with the agreed plan confirmation schedule, the Plan Proponents are seeking to have the Plan confirmed within forty-three (43) days of filing the Disclosure Statement and Plan and just thirty-five (35) days after the hearing on the Motion for Conditional Approval. Given this tight time frame, and the large number of interested parties, the Debtors would like to be able to devote significant time to ensuring all the interested parties get the information they need to be able to confidently vote on the Plan. This time will necessarily detract from preparation for the Hearing and therefore the Debtors respectfully request emergency consideration of this motion and a continuance of the Hearing to November 17, 2025, or as soon thereafter as the Court is available.

17. A continuance of the Hearing would allow the Special Committee to prioritize attention on plan-related discovery.

18. The Special Committee is bringing a motion to resolve the tax allocation with Whinstone US, Inc. Accordingly, the Special Committee has attempted to begin negotiations with LKC over a proposed allocation for the settlement (as opposed to the purchase of assets). Additional time would allow these negotiations to progress.

19. LKC's objection to receiving a portion of its fees that all parties agree are undisputed is puzzling at best. They do not offer any reason why they are unwilling to receive the undisputed amounts. LKC's only argument, as referenced above, is with respect to still-disputed amounts paid to or for the benefit of Porter Hedges that they insist they are entitled to. LKC argues, as referenced above, that they are entitled to reasonable expenses for legal counsel and that these entries and amounts fit within that exception.

20. The key word from this excerpt is "*reasonable*." Debtors hired Stris to defend LKC's amended retention application—not Porter Hedges. Stris, and only Stris, was the authorized Special Litigation Counsel for this issue. [ECF Nos. 170, 262.] Stris successfully litigated the objection by the Simple Agreement for Future Equity Ad Hoc Group's ("SAFE AHG") to the amended retention application and it was approved. Stris's work was sufficient and it was not necessary or reasonable to have another firm doing the same work. Debtors only agreed to pay LKC for its *reasonable* fees, not all fees and not without question.

21. Debtors have not disputed LKC's legal fees which identify work performed for the benefit of Stris in defending LKC's amended retention application, to the extent LKC identified this in its invoices. In contrast, LKC never specifically identified any work in its invoices performed for the benefit of Porter Hedges.²

² Because LKC identified work for the benefit of Stris in its invoices and never identified work for the benefit of Porter Hedges, the Special Committee interprets the vague entries identified in its spreadsheet of disputed fees (Ex. B) as an indication that those billing entries *were* in fact for work for the benefit of Porter Hedges. That coupled with LKC's refusal to demonstrate the work was for Stris, and instead, arguing that work for and by Porter Hedges is compensable (when it is not).

22. Debtors never agreed to pay Porter Hedges fees in any respect or to pay for work assisting Porter Hedges in defending LKC's retention application. Paying the work for three law firms (Stris, LKC, and Porter Hedges) would be unreasonable and unnecessarily duplicative.

23. Additionally, LKC's Fee Application failed to provide any basis upon which to possibly conclude that the "expenses" in the form of legal fees incurred by Porter Hedges meet the "reasonable" requirement in LKC's engagement letter. To the contrary, all the Fee Application provides is raw totals from Porter Hedges without any further detail upon which any such conclusion can be based, such as time entries from Porter Hedges. It is LKC's burden to make this showing.

24. Counsel for LKC is wrong in their self-serving argument that there is allegedly no basis to exclude its legal fees. Porter Hedges is also notably conflicted in this respect.

25. Debtors have a duty to avoid waste, including duplication. Accordingly, Debtors have agreed to pay the undisputed fees and refused to pay only those that are duplicative, unreasonable, or otherwise disputed.

26. As a result, the Special Committee respectfully requests an approximately two-week extension for the Hearing on the Special Committee's Objections to LKC's Fee Application from October 30, 2025, to November 17, 2025, or as soon thereafter as the Court is available.

27. Pursuant to Local Rule 9013-1, the Special Committee respectfully requests emergency consideration of this Emergency Motion because the Hearing is

currently scheduled less than twenty-one (21) days from the date of this Emergency Motion. Any delay in granting the relief requested would cause irreparable harm to Debtors and the Special Committee. Further, counsel to the Special Committee would like to appropriately allocate its time and therefore needs to be aware of whether the Hearing will be taking place on October 30th or after the hearing on confirmation of the Plan.

RESERVATION OF RIGHTS

28. The Special Committee submits this Emergency Motion without prejudice to, and with a full reservation of the Special Committee's rights, claims, defenses and remedies, including the right to amend, modify or supplement this Emergency Motion to raise additional objections and to object to and introduce evidence at any hearing relating to the Emergency Motion, and without in any way limiting any other rights of the Special Committee, as may be appropriate.

CONCLUSION

29. For the foregoing reasons, the Special Committee respectfully requests that the Court enter an order (i) granting emergency determination of this Emergency Motion; (ii) granting this Emergency Motion and continuing the Hearing approximately two-weeks to November 17, 2025, or as soon thereafter as the Court is available; and (iii) granting such other relief as may be just and proper.

Dated this 13th day of October, 2025.

BARNES & THORNBURG LLP

/s/ Trace Schmeltz

Vincent P. (Trace) Schmeltz III (*pro hac vice*)

One N. Wacker Drive, Suite 4400

Chicago, Illinois 60606

Telephone: 312-214-5602

Facsimile: 312-759-5646

Email: tschmeltz@btlaw.com

*Counsel for the Special Committee of the
Board of Directors of Rhodium Enterprises,
Inc.*

Certificate of Accuracy

I, Vincent P. (Trace) Schmeltz III, hereby certify that the foregoing statements are true and accurate to the best of my knowledge. The statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Trace Schmeltz
Vincent P. (Trace) Schmeltz III

Certificate of Service

I, Vincent P. (Trace) Schmeltz III, hereby certify that on the 13th day of October, 2025, a copy of the foregoing was served via the Clerk of the Court through the ECF system to the parties registered to receive such service.

/s/ Trace Schmeltz
Vincent P. (Trace) Schmeltz III

EXHIBIT A
Proposed Order

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

In re:	§	Chapter 11
	§	
RHODIUM ENCORE LLC, <i>et al.</i> , ³	§	Case No. 24-90448 (ARP)
	§	
Debtors.	§	
	§	(Jointly Administered)
	§	

³ 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 Debtors in these Chapter 11 Cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.

ORDER GRANTING THE EMERGENCY MOTION OF THE SPECIAL COMMITTEE TO CONTINUE HEARING ON THE SPECIAL COMMITTEE'S OBJECTION TO LEHOTSKY KELLER COHN LLP'S SECOND AND FINAL APPLICATION FOR PAYMENT OF COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD OF AUGUST 28, 2024 THROUGH JUNE 30, 2025 [ECF NOS. 1560-1561, 1732]

Upon the motion (the "Motion")⁴ of the Special Committee for entry of an order granting an approximately two-week continuance of the hearing on the Special Committee's Objection to Lehotsky Keller Cohn LLP's ("LKC") Second and Final Fee Application for Payment of Compensation and Reimbursement of Expenses for the Period August 28, 2024, Through June 30, 2025 (the "Fee Application") [ECF Nos. 1560-1561] currently scheduled for October 30, 2025; the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDER THAT:

1. The Motion is hereby GRANTED.
2. The Hearing is hereby continued from October 30, 2025 to November [17], 2025, at ___ [a].m.

⁴ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

EXHIBIT B

Lohse, Paige

From: Lohse, Paige
Sent: Friday, October 10, 2025 11:44 AM
To: 'Wolfshohl, Joshua W.'; Schmeltz, Trace; 'Dearman, Michael B.'
Cc: Matsoukas, Katie
Subject: RE: Rhodium - LKC
Attachments: LKC Invoice Objections(49308849.1).xlsx

Josh,

We will pay the following amount, which we have determined is the total undisputed legal fees sought by LKC at this point: **\$765,792.35**. Please provide LKC's wire instructions.

With this payment amount, we reiterate our request to delay this hearing by two weeks, so we can focus on plan-related discovery. Please let us know today whether LKC will oppose this extension.

We reviewed the line-item with LKC's invoices attached to its Second and Final Fee Application, to determine which we dispute. The disputed lines are reflected in the attached spreadsheet. Several are for reimbursement of Porter Hedges' invoices. The rest are because LKC fails to identify which work was for the benefit of Stris or Porter Hedges. If LKC can clarify which work was for the benefit of Porter Hedges versus Stris within these line items, we would only dispute those for the benefit of Porter Hedges, not Stris. LKC bears the burden of proving that its fees are compensable. Therefore, the total disputed amount from the invoices is \$266,860.98.

LKC wants to recover \$432,653.33 from its hourly fees. Therefore: $432,653.33 - 266,860.98 = \$165,792.35$. Therefore, there are \$165,792.35 in *undisputed* hourly fees.

Consequently, the total undisputed amount at this stage is **$\$600,000 + 165,792.35 = \$765,792.35$** .

Paige Lohse

Partner
Direct: (312) 214-8301 | Mobile: (785) 806-2152
Chicago, IL



From: Lohse, Paige
Sent: Thursday, October 9, 2025 12:30 PM
To: 'Wolfshohl, Joshua W.' <JWolfshohl@porterhedges.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>
Subject: RE: Rhodium - LKC

Josh, What is the relevance of any common interest agreement with SAFE AHG?

Paige Lohse

Partner

Direct: (312) 214-8301 | Mobile: (785) 806-2152

Chicago, IL



From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>

Sent: Thursday, October 9, 2025 12:12 PM

To: Lohse, Paige <Paige.Lohse@btlaw.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>

Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>

Subject: [EXTERNAL] RE: Rhodium - LKC

Caution: This email originated from outside the Firm.

Paige,

Here are the topics:

1. Communications, Documents, discussions, negotiations, and analyses concerning the Original Engagement Letter and Updated Engagement Letter.
2. Communications, Documents, discussions, negotiations, and analyses concerning the LKC Success Fee.
3. Communications, Documents, discussions, negotiations, and analyses concerning the LKC Hourly Bills.
4. Communications, Documents, discussions, negotiations, and analyses concerning The Whinstone PSA, including but not limited to Section 2.3 of the Whinstone PSA.
5. Communications, Documents, discussions, negotiations, and analyses concerning any tax allocation related to the Whinstone PSA, including any Communications and/or negotiations with Whinstone US, Inc.
6. Any common interest agreements between You and the Ad Hoc Group of SAFE Parties.
7. Communications between You and any other party or entity regarding Lehotsky Keller Cohn LLP's representation of the Debtors, the LKC Success Fee, or the LKC Hourly Bills.

Josh

Joshua W. Wolfshohl | Partner

Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002

☎ 713.226.6695 ✉ JWolfshohl@porterhedges.com

[Bio](#) • [Web](#) • [V-Card](#)

From: Lohse, Paige <Paige.Lohse@btlaw.com>

Sent: Thursday, October 9, 2025 11:55 AM

To: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>

Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>

Subject: RE: Rhodium - LKC

Josh,

In order for us to determine the appropriate 30(b)(6) representative(s), and determine availability, we need you to provide us with the list of topics you intend to question on in compliance with Rule 30(b)(6).

Please provide us that list at your earliest convenience. We cannot discuss availability on that matter until after we receive that list.

Regards,

Paige Lohse

Partner

Direct: (312) 214-8301 | Mobile: (785) 806-2152

Chicago, IL



From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>

Sent: Thursday, October 9, 2025 11:13 AM

To: Lohse, Paige <Paige.Lohse@btlaw.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>

Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>

Subject: [EXTERNAL] RE: Rhodium - LKC

Caution: This email originated from outside the Firm.

Thanks, Paige. I meant noon tomorrow, not today.

Joshua W. Wolfshohl | Partner

Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002

t 713.226.6695 e JWolfshohl@porterhedges.com

[Bio](#) • [Web](#) • [V-Card](#)

From: Lohse, Paige <Paige.Lohse@btlaw.com>

Sent: Thursday, October 9, 2025 11:11 AM

To: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>

Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>

Subject: RE: Rhodium - LKC

Josh,

We are working on deposition dates. We'll get back to you quickly about available dates for scheduling those, but it will not be before noon today.

Regards,

Paige Lohse

Partner
Direct: (312) 214-8301 | Mobile: (785) 806-2152
Chicago, IL



From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>
Sent: Thursday, October 9, 2025 9:31 AM
To: Schmeltz, Trace <TSchmeltz@btlaw.com>; Lohse, Paige <Paige.Lohse@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>
Subject: [EXTERNAL] RE: Rhodium - LKC

Caution: This email originated from outside the Firm.

Trace,

As always, my client is willing to negotiate in good faith, but so far, you have not provided a counteroffer. If you wish to do so, please provide one, and we will consider it. Also, if you want to have a discussion, we can do that by zoom. I don't think my client needs to fly all the way to Houston for you to tell us your position.

Based on what little you have told us, we are not remotely in the same ballpark. You claim the only uncontested amount is \$600K. It makes no sense to delay adjudication when the parties are this far apart. Moreover, I reviewed the RSA and Plan and it appears the SAFEs ultimately control whether the Debtors can resolve the LKC fee dispute. You did not suggest the SAFEs would be a part of the sit-down discussion, so anything we negotiated would require further negotiations with the SAFEs. Under the circumstances, that is not a good use of anyone's time.

We tried to resolve the fee application in early July. The fact that we are in October and the Debtors are only now proposing a contested chapter 11 plan is not a basis to push off the LKC fee hearing and related discovery. Nor is it fair to LKC, which has now waited 6 months to get paid.

If I've not heard from you on deposition dates by noon CT tomorrow, we will proceed with issuing deposition notices.

Josh

Joshua W. Wolfshohl | Partner
Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002
t 713.226.6695 e JWolfshohl@porterhedges.com
[Bio](#) • [Web](#) • [V-Card](#)

From: Schmeltz, Trace <TSchmeltz@btlaw.com>
Sent: Wednesday, October 8, 2025 10:05 PM

To: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>; Lohse, Paige <Paige.Lohse@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>
Subject: Re: Rhodium - LKC

I assume from this you have rejected a sit-down and an extension. We will pay the bill and move the court. We have plan related discovery that is more important to the estate right now.

Trace Schmeltz

Partner
Direct: (312) 214-4830 | Mobile: (312) 731-1980
Chicago, IL



From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>
Sent: Wednesday, October 8, 2025 11:56:09 PM
To: Lohse, Paige <Paige.Lohse@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Schmeltz, Trace <TSchmeltz@btlaw.com>; Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>
Subject: [EXTERNAL] RE: Rhodium - LKC

Caution: This email originated from outside the Firm.

Trace and Paige,

In connection with the October 30 hearing on LKC's fee application, LKC plans to take the following depositions (in the order below):

1. Chase Blackmon
2. Cameron Blackmon
3. Kevin Hayes
4. 30(b)(6) representative of the Debtors

We propose taking two next week (week of October 13) and two the following week (week of October 20). I assume your firm is running point on these but let me know if that is not correct. Please advise of available dates and we will issue notices.

Josh

Joshua W. Wolfshohl | Partner
Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002
t 713.226.6695 e JWolfshohl@porterhedges.com
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EXHIBIT C

TYPE	ATTY.	DATE	NOTES	TOTAL	PAGE	OBJECTION
Expense	Jonathan Cohn	3/31/2025	Porter Hedges LLP – March 2025 Professional Services (Invoice 576076)	\$4,875.50	155	Fees billed to Porter Hedges
Expense	Jonathan Cohn	4/30/2025	Porter Hedges LLP – April 2025 Professional Services (Invoice 577424)	\$62,894.07	164	Fees billed to Porter Hedges
Expense	Jonathan Cohn	5/31/2025	Porter Hedges LLP – May 2025 Professional Services (Invoice 578703)	\$72,841.55	173	Fees billed to Porter Hedges
Expense	Jonathan Cohn	6/30/2025	Porter Hedges LLP – June 2025 Professional Services (Invoice 579846)	\$59,489.86	182	Fees billed to Porter Hedges
Service	Will Thompson	3/13/2025	Communicate with co-counsel re SAFE issues.	\$910	154	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	3/28/2025	Review objection to retention agreement, strategize response, and calls re same.	\$2,800	159	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jacob Richards	3/28/2025	Communicate with W. Thompson re retention objection.	\$170	159	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jacob Richards	3/28/2025	Prepare timeline relevant to retention objection.	\$1,870	159	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jacob Richards	3/29/2025	Communicate with J. Cohn, W. Thompson, T. Disger, A. Swartz re retention objection.	\$340	159	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jacob Richards	3/21/2025	Revise timeline objection and correspond with counsel regarding the same.	\$340	160	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	4/1/2025	Calls and emails re retention.	\$700	168	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Will Thompson	4/1/2025	Communicate with client and co-counsel re retention application	\$520	168	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jacob Richards	4/1/2025	Discuss contingency fee issue with J. Cohn; review objection to retention application; research applicable bankruptcy rules.	\$2,210	168	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	4/12/2025	Calls re retention.	\$700	168	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	4/14/2025	Calls and emails re retention.	\$700	168	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	4/15/2025	Review brief re retention.	\$420	168	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	4/16/2025	Revise brief re retention; calls and emails re same.	\$2,800	168	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	4/17/2025	Revise briefs re retention and extension.	\$3,080	168	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Alexis Swartz	4/23/2025	Review briefing on retention application and begin research of additional caselaw.	\$800	169	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	4/23/2025	Calls re retention issues.	\$2,520	169	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	4/24/2025	Draft retention brief and calls re same.	\$3,500	169	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Alexis Swartz	4/25/2025	Research and summarize caselaw on retention/fee application.	\$1,100	169	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	4/28/2025	Calls re retention.	\$2,100	169	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	4/30/2025	Revise filing on retention, and correspondence re same.	\$2,520	169	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/1/2025	Calls re retention issues.	\$700	177	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Will Thompson	5/2/2025	Communications re updated retention application and related discovery.	\$260	177	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Will Thompson	5/6/2025	Review and revise brief re updated retention application.	\$390	177	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/6/2025	Correspondence re retention.	\$1,680	177	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Alexis Swartz	5/6/2025	Review and analyze draft reply retention brief.	\$300	177	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/7/2025	Calls and review retention brief.	\$2,100	177	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/10/2025	Revise retention brief.	\$4,200	177	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/13/2025	Review and correspondence re brief in support of Debtors' retention application	\$2,380	177	Stris or Porter Hedges Fails to specify whether work was for benefit of
Service	Alexis Swartz	5/13/2025	Prepare for and attend hearing related to Ad Hoc SAFE objections.	\$700	177	Stris or Porter Hedges Fails to specify whether work was for benefit of

Service	Alexis Swartz	5/14/2025	Review reply in support of updated retention application and find additional caselaw.	\$1,600	177	Stris or Porter Hedges	177	Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/17/2025	Calls re retention hearing	\$980	178	Stris or Porter Hedges	178	Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/19/2025	Calls re retention hearing and continuance.	\$700	178	Stris or Porter Hedges	178	Fails to specify whether work was for benefit of
Service	Alexis Swartz	5/20/2025	Discuss SAFE discovery requests with J. Cohn.	\$200	178	Stris or Porter Hedges	178	Fails to specify whether work was for benefit of
Service	Alexis Swartz	5/21/2025	Draft RFP and Rogs on SAFEs related to Debtors' updated retention application.	\$1,000	178	Stris or Porter Hedges	178	Fails to specify whether work was for benefit of
Service	Alexis Swartz	5/22/2025	Draft RFP and Rogs on SAFEs related to Debtors' updated retention application.	\$700	178	Stris or Porter Hedges	178	Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/22/2025	Review and revise discovery on SAFEs related to Debtors' updated retention application.	\$420	178	Stris or Porter Hedges	178	Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/23/2025	Review and revise discovery on SAFEs related to Debtors' updated retention application.	\$420	178	Stris or Porter Hedges	178	Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/23/2025	Calls and strategy re updated retention application.	\$2,100	178	Stris or Porter Hedges	178	Fails to specify whether work was for benefit of
Service	Alexis Swartz	5/28/2025	Strategy call re updated retention application and related SAFE discovery.	\$1,000	178	Stris or Porter Hedges	178	Fails to specify whether work was for benefit of
Service	Jonathan Cohn	5/28/2025	Strategy calls re support of Debtors' updated retention application.	\$2,380	178	Stris or Porter Hedges	178	Fails to specify whether work was for benefit of
Service	Jonathan Cohn	6/2/2025	Hearing prep re retention app.	\$700	186	Stris or Porter Hedges	186	Fails to specify whether work was for benefit of
Service	Jonathan Cohn	6/3/2025	Hearing prep re retention app.	\$700	186	Stris or Porter Hedges	186	Fails to specify whether work was for benefit of
Service	Will Thompson	6/4/2025	Prepare for and attend hearing re updated retention application.	\$4,810	186	Stris or Porter Hedges	186	Fails to specify whether work was for benefit of
Service	Todd Disher	6/4/2025	Prepare for and attend hearing on retention application.	\$4,810	186	Stris or Porter Hedges	186	Fails to specify whether work was for benefit of
Service	Will Thompson	6/8/2025	Research and analyze arguments for supporting debtors' updated retention application.	\$1,430	186	Stris or Porter Hedges	186	Fails to specify whether work was for benefit of
			Total	\$266,860.98				

EXHIBIT D

Paige

From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>
Sent: Friday, October 10, 2025 1:52 PM
To: Schmeltz, Trace; Lohse, Paige; Dearman, Michael B.
Cc: Matsoukas, Katie
Subject: [EXTERNAL] RE: Rhodium - LKC

Follow Up Flag: Follow up
Flag Status: Flagged

Caution: This email originated from outside the Firm.

Trace,

We are willing to do a Zoom meeting. For the reasons I stated before, I don't want to fly people down to Houston if the parties are not in the same ballpark.

But my client isn't willing to continue the hearing based on your paltry offer on the "uncontested" portion of the fees. I don't think that is a good faith proposal based on the fee application, which ignores the plain language of LKC's retention agreement that unequivocally states that LKC may recover "***reasonable expenses (including but not limited to photocopies, on-line computer assisted legal research, travel, legal advice on retention and compensation matters***, and court filing fees)." This language was negotiated with Debtors and added specifically to cover the Porter Hedges fees. Thus, you have no basis for excluding those fees. Nor do you have any basis for excluding the time LKC spent supporting the Debtors' own fee application. Every other firm has recovered their fees for such work.

Josh

Joshua W. Wolfshohl | Partner
Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002
t 713.226.6695 e JWolfshohl@porterhedges.com
[Bio](#) • [Web](#) • [V-Card](#)

From: Schmeltz, Trace <TSchmeltz@btlaw.com>
Sent: Friday, October 10, 2025 1:32 PM
To: Lohse, Paige <Paige.Lohse@btlaw.com>; Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>
Subject: Re: Rhodium - LKC

Josh —

Your email is full of wild speculation masked as fact. I am not going to dignify any of it with a response. And of course I would have the SAFE at our meeting or fully apprised of the strategy. I assume no-dice on the meeting.

Sincerely,

Trace Schmeltz

Partner

Direct: (312) 214-4830 | Mobile: (312) 731-1980

Chicago, IL



From: Lohse, Paige <Paige.Lohse@btlaw.com>

Sent: Friday, October 10, 2025 3:22:38 PM

To: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>

Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>

Subject: RE: Rhodium - LKC

Josh,

While reserving all rights to object to your explanation as to relevance below, because we do object to its relevance, are you saying that LKC is declining our request to continue the hearing for two weeks based on our updated offer amount as to the undisputed fees—the updated offer that I sent today at 11:44 a.m. CT?

We plan to pay the undisputed fees either way, so again, please send us the appropriate wire instructions. I just want to make sure I'm clear that this is LKC's refusal to continue the hearing.

Paige Lohse

Partner

Direct: (312) 214-8301 | Mobile: (785) 806-2152

Chicago, IL



From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>

Sent: Friday, October 10, 2025 1:11 PM

To: Lohse, Paige <Paige.Lohse@btlaw.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>

Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>

Subject: [EXTERNAL] RE: Rhodium - LKC

Caution: This email originated from outside the Firm.

Paige, thank you for your question. The purported common interest between the Special Committee and the SAFEs is highly relevant for a number of reasons.

First, the Special Committee (and Barnes & Thornburg) have made a series of accusations that LKC has violated privileges. For this reason, my client wants to know all the purported privileges you are asserting and the bases, if any, for asserting them.

Second, pursuant to the purported common interest with the SAFEs, the Special Committee instructed LKC to eliminate its fraud claims regarding Uri energy credits. In direct contradiction to this directive, Trace has stated on phone calls that he believes part of the allocation of settlement proceeds should go to Uri energy credits. If the Special Committee maintains that position, LKC will have to inform the court about the Special Committee's directive made in collaboration with Mitch Hurley and the SAFEs under the purported common interest.

Third, the Debtors previously expressed doubt about the validity of the common interest and whether the Special Committee and its agents were maximizing the value of the estates. Especially with the Special Committee's unfounded accusations against LKC regarding ethics and professionalism, the Debtors' views (and the underlying emails) about the Special Committee's (and Barnes & Thornburg's) common interest with the SAFEs would seem to be very relevant.

Fourth, the alleged common interest would also explain the Special Committee's refusal to negotiate LKC's Success Fee—and giving \$8.5 million to the SAFEs' legal counsel.

Please let me know if you have an update on dates and time for depositions.

Joshua W. Wolfshohl | Partner
Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002
t 713.226.6695 e JWolfshohl@porterhedges.com
[Bio](#) · [Web](#) · [V-Card](#)

From: Lohse, Paige <Paige.Lohse@btlaw.com>
Sent: Thursday, October 9, 2025 12:30 PM
To: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>
Subject: RE: Rhodium - LKC

Josh, What is the relevance of any common interest agreement with SAFE AHG?

Paige Lohse
Partner
Direct: (312) 214-8301 | Mobile: (785) 806-2152
Chicago, IL

**Barnes &
Thornburg**

From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>
Sent: Thursday, October 9, 2025 12:12 PM
To: Lohse, Paige <Paige.Lohse@btlaw.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B.

<MDearman@porterhedges.com>

Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>

Subject: [EXTERNAL] RE: Rhodium - LKC

Caution: This email originated from outside the Firm.

Paige,

Here are the topics:

1. Communications, Documents, discussions, negotiations, and analyses concerning the Original Engagement Letter and Updated Engagement Letter.
2. Communications, Documents, discussions, negotiations, and analyses concerning the LKC Success Fee.
3. Communications, Documents, discussions, negotiations, and analyses concerning the LKC Hourly Bills.
4. Communications, Documents, discussions, negotiations, and analyses concerning The Whinstone PSA, including but not limited to Section 2.3 of the Whinstone PSA.
5. Communications, Documents, discussions, negotiations, and analyses concerning any tax allocation related to the Whinstone PSA, including any Communications and/or negotiations with Whinstone US, Inc.
6. Any common interest agreements between You and the Ad Hoc Group of SAFE Parties.
7. Communications between You and any other party or entity regarding Lehotsky Keller Cohn LLP's representation of the Debtors, the LKC Success Fee, or the LKC Hourly Bills.

Josh

Joshua W. Wolfshohl | Partner
Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002
t 713.226.6695 e JWolfshohl@porterhedges.com
[Bio](#) · [Web](#) · [V-Card](#)

From: Lohse, Paige <Paige.Lohse@btlaw.com>

Sent: Thursday, October 9, 2025 11:55 AM

To: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>

Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>

Subject: RE: Rhodium - LKC

Josh,

In order for us to determine the appropriate 30(b)(6) representative(s), and determine availability, we need you to provide us with the list of topics you intend to question on in compliance with Rule 30(b)(6).

Please provide us that list at your earliest convenience. We cannot discuss availability on that matter until after we receive that list.

Regards,

Paige Lohse
Partner

Direct: (312) 214-8301 | Mobile: (785) 806-2152
Chicago, IL

**Barnes &
Thornburg**

From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>
Sent: Thursday, October 9, 2025 11:13 AM
To: Lohse, Paige <Paige.Lohse@btlaw.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>
Subject: [EXTERNAL] RE: Rhodium - LKC

Caution: This email originated from outside the Firm.

Thanks, Paige. I meant noon tomorrow, not today.

Joshua W. Wolfshohl | Partner
Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002
t 713.226.6695 e JWolfshohl@porterhedges.com
[Bio](#) · [Web](#) · [V-Card](#)

From: Lohse, Paige <Paige.Lohse@btlaw.com>
Sent: Thursday, October 9, 2025 11:11 AM
To: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>; Schmeltz, Trace <TSchmeltz@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>
Subject: RE: Rhodium - LKC

Josh,

We are working on deposition dates. We'll get back to you quickly about available dates for scheduling those, but it will not be before noon today.

Regards,

Paige Lohse

Partner
Direct: (312) 214-8301 | Mobile: (785) 806-2152
Chicago, IL

**Barnes &
Thornburg**

From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>
Sent: Thursday, October 9, 2025 9:31 AM
To: Schmeltz, Trace <TSchmeltz@btlaw.com>; Lohse, Paige <Paige.Lohse@btlaw.com>; Dearman, Michael B.

<MDearman@porterhedges.com>

Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>

Subject: [EXTERNAL] RE: Rhodium - LKC

Caution: This email originated from outside the Firm.

Trace,

As always, my client is willing to negotiate in good faith, but so far, you have not provided a counteroffer. If you wish to do so, please provide one, and we will consider it. Also, if you want to have a discussion, we can do that by zoom. I don't think my client needs to fly all the way to Houston for you to tell us your position.

Based on what little you have told us, we are not remotely in the same ballpark. You claim the only uncontested amount is \$600K. It makes no sense to delay adjudication when the parties are this far apart. Moreover, I reviewed the RSA and Plan and it appears the SAFEs ultimately control whether the Debtors can resolve the LKC fee dispute. You did not suggest the SAFEs would be a part of the sit-down discussion, so anything we negotiated would require further negotiations with the SAFEs. Under the circumstances, that is not a good use of anyone's time.

We tried to resolve the fee application in early July. The fact that we are in October and the Debtors are only now proposing a contested chapter 11 plan is not a basis to push off the LKC fee hearing and related discovery. Nor is it fair to LKC, which has now waited 6 months to get paid.

If I've not heard from you on deposition dates by noon CT tomorrow, we will proceed with issuing deposition notices.

Josh

Joshua W. Wolfshohl | Partner
Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002
t 713.226.6695 e JWolfshohl@porterhedges.com
[Bio](#) • [Web](#) • [V-Card](#)

From: Schmeltz, Trace <TSchmeltz@btlaw.com>

Sent: Wednesday, October 8, 2025 10:05 PM

To: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>; Lohse, Paige <Paige.Lohse@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>

Cc: Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>

Subject: Re: Rhodium - LKC

I assume from this you have rejected a sit-down and an extension. We will pay the bill and move the court. We have plan related discovery that is more important to the estate right now.

Trace Schmeltz

Partner

Direct: (312) 214-4830 | Mobile: (312) 731-1980

Chicago, IL



From: Wolfshohl, Joshua W. <JWolfshohl@porterhedges.com>
Sent: Wednesday, October 8, 2025 11:56:09 PM
To: Lohse, Paige <Paige.Lohse@btlaw.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Schmeltz, Trace <TSchmeltz@btlaw.com>; Matsoukas, Katie <Kathleen.Matsoukas@btlaw.com>
Subject: [EXTERNAL] RE: Rhodium - LKC

Caution: This email originated from outside the Firm.

Trace and Paige,

In connection with the October 30 hearing on LKC's fee application, LKC plans to take the following depositions (in the order below):

1. Chase Blackmon
2. Cameron Blackmon
3. Kevin Hayes
4. 30(b)(6) representative of the Debtors

We propose taking two next week (week of October 13) and two the following week (week of October 20). I assume your firm is running point on these but let me know if that is not correct. Please advise of available dates and we will issue notices.

Josh

Joshua W. Wolfshohl | Partner
Porter Hedges LLP

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