

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

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

**NOTICE RESTATED ENGAGEMENT AGREEMENT**

PLEASE TAKE NOTICE Province hereby provides notice to the Court that, prior to the Court’s approval of the retention of Province, LLC (“Province”) pursuant to the *Order Approving Application for Entry of an Order Authorizing the Retention and Employment of Province, LLC as Financial Advisor to the Debtors* entered on October 14, 2024 [Docket No. 261] (the “Retention Order”), Province and the Debtors had executed a restated engagement agreement dated August 23, 2024 (the “Restated Engagement Agreement”). The Restated Engagement Agreement supplements, and does not replace, the terms previously approved by this Court.

Prior to the commencement of these chapter 11 cases, the Debtors originally engaged Province to provide financial advisory services. Thereafter, the Debtors requested that two Province professionals—David Dunn and Michael Robinson—serve as Co-Chief Restructuring Officers (“CRO”). In response to this shift in the scope of Province’s mandate, Province prepared a revised engagement agreement providing for Mr. Dunn and Mr. Robinson to serve as

<sup>1</sup> 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.



CRO and establishing a restructuring fee of \$500,000 in connection with those services. The Company executed the revised agreement on August 23, 2024.

Although the Restated Engagement Agreement was inadvertently omitted from the original retention application filed with the Court, Province repeatedly and extensively disclosed both the nature of its CRO role and the associated restructuring fee throughout these cases. Specifically, the restructuring fee was incorporated into cash-flow reconciliations and was reflected in the amounts that informed the starting cash assumptions used in the Debtors' liquidation analysis. In addition to these analytical disclosures, Province engaged in consistent and direct communications with PSA counterparties and other key stakeholders concerning the Province restructuring fee and Province's role as CRO.

From the inception of these chapter 11 cases, Mr. Dunn and Mr. Robinson have acted in all respects as the Debtors' CRO and were recognized by the Court and all case constituencies as such. Province has fully performed the duties and responsibilities associated with the CRO role since the beginning of the engagement.

Province submits this notice in the interest of full transparency and to ensure the Court, the Office of the United States Trustee, and all parties in interest are apprised of the updated engagement terms. Province further noted that the Restated Engagement Agreement is not intended to alter any rights, limitations, or obligations established under the Bankruptcy Code or this Court's prior retention order, and Province will continue to comply with all requirements of sections of the Bankruptcy Code, as applicable.

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The Restated Engagement Agreement is attached hereto as **Exhibit A** and a redline to the initial engagement agreement filed in the Retention Order as **Exhibit B**.

Date: January 21, 2026

**PROVINCE, LLC**

/s/ Michael Robinson  
Michael Robinson, Partner  
2360 Corporate Circle, Suite 340  
Henderson, NV 89074  
(702) 685-5555

# PROVINCE

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## PRIVATE AND CONFIDENTIAL

August 23, 2024

### VIA EMAIL ONLY

Rhodium Enterprises, Inc.

Attn: Legal

*In re: Engagement of Province (CRO and Financial Corporate Advisory Services)*

Dear Mr. Blackmon:

This letter (the “Agreement”) fully restates the terms and conditions regarding any prior engagement of Province, LLC, a Delaware limited liability company (“Province”) by Rhodium Enterprises, Inc., a Delaware corporation, along with any of its direct and indirect controlled affiliates and subsidiaries (jointly and severally, the “Company” or “You”), to include the scope of the services to be performed and the basis of compensation for those services, all on the terms and conditions stated herein. As of the Effective Date (defined below), the Company is engaging Province to act as a financial advisor to the Company and to provide certain consulting services as set forth herein. Based on the foregoing, that certain letter agreement dated July 28, 2024 is fully restated by this Agreement as of the Effective Date.

In addition, pursuant hereto, and, in the event of a bankruptcy filing, subject to approval by the applicable United States Bankruptcy Court (the “Bankruptcy Court”), Province shall supply the Company with two (2) Chief Restructuring Officers (jointly and severally, the “CRO”) upon requisite corporate governance and formalities authorizing same having been authorized and issued by the Company and approved by Province. The CRO shall serve at the reasonable direction of the Company’s Directors(s) as directed from time to time. In support of the CRO’s duties hereunder, the CRO shall utilize supporting personnel (the “Support Staff”) provided by Province. Province professionals David Dunn and Michael Robinson are each hereby designated by Province to fill the role of CRO during the term hereof or until either’s removal, resignation, or death, whichever first occurs.

1. Scope of Services and Company Duties:

A. *Financial Advisory Services.* During the term hereof, Province will provide the following financial advisory services to the Company as directed by the Company and its counsel:

**Budgeting, Forecasting, Cash Flow Analysis**

- Reviewing and analyzing the Company’s business, operations, assets, financial condition, business plan, strategy, and operating forecasts;

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- Analyzing or preparing financial models for underlying assets and assessment of cash requirements;
- Assisting with the development of a cash flow budget and variance analysis; and
- Preparing financial analysis on recovery alternatives to all stakeholders.

## **Creditor Negotiations**

- Assisting in negotiations with various stakeholders, including creditors and their respective representatives;
- Attending meetings with the Company, its counsel, and other stakeholders as required;
- Exploring of Strategic Alternatives
- Analyzing any new debt or equity capital, including advice on the nature and terms of new securities;
- Assisting the Company in developing, evaluating, structuring, sourcing, executing, and negotiating the terms and conditions of a restructuring; and
- Providing the Company with other general restructuring advice as Province, the Company, and its counsel deem appropriate.

## **Other Restructuring Services**

- Assisting with the preparation of bankruptcy filings, reports, and schedules, if required;
- Assisting the Company in any efforts to raise sufficient debtor-in-possession financing to support any bankruptcy filing ultimately deemed necessary or desirable by the Company, along with the diligence associated therewith;
- Analyzing any merger, divestiture, joint venture, or investment transaction, including the proposed structure and form thereof;
- Analyzing any new debt or equity capital, including advice on the nature and terms of new securities;
- Assisting the Company in developing, evaluating, structuring, and negotiating the terms and conditions of a restructuring, plan of reorganization, or sale transaction, including efforts to raise sufficient exit capital desirable in relation to same; and
- During any Bankruptcy Court proceeding, providing expert testimony and/or litigation support as mutually agreed between Province and the Company related thereto.

The above services shall collectively be referred to as the “Financial Advisory Services.”

B. *CRO Services.* During the term hereof and subject to the conditions stated herein, the CRO will provide the following services to the Company (the “CRO Services,” and together with the Financial Advisory Services, the “Services”):

- If and as reasonably necessary, opening and maintaining, transferring, modifying, and acting as the signatory for and designating and withdrawing the designation of signatories for, and closing, bank accounts in the name of and on behalf of the Company or its partnerships or subsidiaries and placing such restrictions on withdrawals and loans from such accounts;

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- approving all material cash disbursements to existing creditors of the Company and its partnerships and subsidiaries;
- entering into such other forms of banking transactions as the CRO may deem necessary or desirable for the successful and continued operation of the business of the Company; and
- serving as a member of a restructuring committee of officers of the Company (the “Restructuring Committee”), which Restructuring Committee shall be tasked with providing general oversight of any restructuring of the Company and its partnerships or subsidiaries, including taking all actions related to the restructuring of the Company and its partnerships and subsidiaries, which may include: (i) the sale, exchange or other disposition of any assets of the Company or any partnership or subsidiary thereof, including pursuant to section 363 of title 11 of the United States Code (the “Bankruptcy Code”), including the implementation of bidding procedures and evaluation and selection of qualified and successful bids of the purchase of any such assets, or through a plan of reorganization or liquidation proposed pursuant to section 1129 of the Bankruptcy Code; (ii) the incurrence by the Company or any partnership or subsidiary thereof of any new financing, including debtor-in-possession financing pursuant to section 364 of the Bankruptcy Code or the use of cash collateral pursuant to section 363 of the Bankruptcy Code, including the solicitation and negotiation of proposals with respect to such financing or cash collateral use; (iii) the encumbrance of any assets of the Company or any partnership or subsidiary thereof to secure any new financing; and (iv) the evaluation or implementation of any transaction not in the ordinary course of business of the Company or any partnership or subsidiary thereof at any time.

Province will keep the Company reasonably informed of the progress on the matters we are handling and reasonably respond to the Company’s inquiries. You understand the need for truthful, complete and accurate information. You also understand the need to cooperate and to keep us informed on a timely basis of any developments that may impact the Services.

The Company understands that the Services to be rendered by Province may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company’s operations, which may materially and adversely differ from those projections. In addition, Province will be relying on information provided by the Company and its representatives in the preparation of these projections and other forward-looking statements.

2. Retainer; Fees and Billing Practices: Upon execution of the Agreement, the Company shall promptly pay Province in advance an “evergreen” retainer in the total amount of \$250,000.00 (“Retainer”), before Province shall be obligated to provide any Services to the Company. To the extent any retainer funds were previously provided by or on behalf of Rhodium, the parties agree that said funds shall be retained by Province and attributed to the Company’s retainer obligations stated herein. The Retainer funds will be held for the purpose of providing a

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retainer and security for the Services to be rendered and expenses to be charged by Province to the Company hereunder. The Company will receive a billing statement from Province on a monthly or more frequent basis, as determined by Province, and the fees and expenses stated therein shall be due upon issuance. Following Province’s delivery of a billing statement or invoice, Province shall be entitled to deduct the billed amount for Services rendered and expenses incurred from the Retainer, with any remaining amount due and payable by the Company. Prior to any Bankruptcy Case, the Company will be responsible for replenishing the full amount of the Retainer following the receipt of such billing statements or invoices from Province such that the Retainer shall remain at requisite amount indicated herein. Failure by the Company to upkeep the Retainer may result in termination of this Agreement. All liability of the Company to Province hereunder shall be joint and several.

A. Hourly Fees. Province will charge hourly fees for its Services based on the following current market hourly rates:

<u>Professional Level</u>	<u>Per Hour (USD)</u>
Managing Directors and Principals	\$870-\$1,450
Vice Presidents, Directors, and Senior Directors	\$690-\$950
Analysts, Associates, and Senior Associates	\$370-\$700
Other / Para-Professional	\$270-\$410

Province may, on a periodic basis, adjust its current hourly rates to reflect the market for its services, and any such rate adjustments shall become effective upon Province providing not less than ten (10) days prior written notice of such rate adjustment to the Company. Any invoices from Province shall indicate the billable time spent in no more than six (6) minute increments (including a description of the services provided) on any given calendar day by each Province person whose time is being charged to the Company on such invoice.

B. Financing Fee. In addition to any hourly or other fees provided for herein, the Company shall also pay Province a restructuring fee upon the consummation of each Financing Transaction (defined below) in the amount of one percent (1.0%) of the total amount of gross financing proceeds committed to the Company through such Financing Transaction (each, a “Financing Fee”). Each Financing Fee earned hereunder shall be paid by the Company at the time of any closing thereon.

As used herein, the term “Financing Transaction” shall mean each debt (or partial debt) financing transaction involving the Company during the pendency of the Bankruptcy Case including, but not limited to, any debtor-in-possession financing or exit facility financing.

C. Restructuring Fee. In addition to any other fees provided for herein, the Company shall pay Province a one-time restructuring fee of \$500,000.00 upon the consummation of any Restructuring Transaction. As used herein, the term “Restructuring Transaction” shall mean any one or more of the following, whether or not on an out-of-court basis or on an in-court basis (whether in any U.S. or foreign jurisdiction) pursuant to a plan of reorganization or a similar legal concept under any foreign legal insolvency proceeding (including, but not limited to, chapter 11

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of the U.S. Bankruptcy Code) of the Company (a “Plan”) confirmed, sanctioned, or otherwise approved in connection with any case or cases commenced by or against the Company, whether individually or on a consolidated basis, under Title 11 of the United States Code §§ 101 *et seq.* and/or any foreign legal proceeding, or otherwise (a “Bankruptcy Case”), and whether proposed by the Company or any other party: (a) any merger, acquisition (via credit bid or otherwise), consolidation, reorganization, recapitalization, financing, refinancing, business combination, directly or indirectly, or other transaction pursuant to which the Interest (or a material portion thereof) or the Company (or a material portion thereof, whether by asset sale or otherwise pursuant to 11 USC § 363 or otherwise) is acquired by, or combined with, any person, group of persons, partnership, corporation or other entity, whether in a single transaction, multiple transactions or a series of transactions; (b) any restructuring, reorganization, equitization, exchange offer, tender offer, amend and extend, refinancing, repayment, cancellation or similar transaction, whether or not pursuant to a Plan, related to the Company, in each case, which materially affect the assets or equities of the Company; or (c) any other transaction similar to any of the foregoing that materially involves either the Company or a material portion of the assets or equities of the Company. For the avoidance of doubt, a Material Transaction includes any transaction or series of transactions consummated in or out of court that results in any of subparts (a), (b), or (c) outlined above.

3. Insurance. Prior to any Services by the CRO being rendered herunder, the Company agrees to have in effect at all times at its expense and no cost to any Indemnified Party (defined below), one or more directors and officers liability indemnification insurance policies materially similar to a Broad Form Side-A DIC that shall cover liabilities which may have accrued or that may be incurred by the CRO in relation to the Services to be provided under this Agreement, and such coverage shall continue to be maintained by the Company, regardless of the termination of this Agreement, for a period of not less than four (4) years following the termination of this Agreement.

4. Costs and Other Charges: In general, Province will incur various costs and expenses in the normal course of performing its Services under this Agreement. Costs and expenses commonly include, but are not limited to: reasonable lodging, travel costs, postage, meals, parking, allocable or actual research service fees, legal fees, photocopying and other reproduction and binding costs, messenger and other delivery fees, express mail, information retrieval services, temporary clerical assistance and other similar items. All such costs and expenses will be itemized and charged to the Company.

5. Conflicts: Because Province and its affiliates and subsidiaries comprise a consulting firm that serves clients on an international basis in numerous cases, both in and out of court, it is possible that Province may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the Company, including creditors of the Company. Province will comply with applicable law and any applicable Bankruptcy Code and local rules and procedures regarding the disclosure of conflicts and connections to the extent applicable.

6. Term, Discharge, Withdrawal, Termination: This Agreement shall be effective for all purposes on the date this Agreement is executed by all parties hereto (the “Effective Date”) and shall have an indefinite term until terminated by either Party as provided herein. Province has the right to withdraw from this engagement, in whole or in part, with ten (10) days written notice for

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any reason or no reason at all. Reasons for Province's withdrawal may include, but are not limited to, the Company's breach of this Agreement, the Company's refusal to cooperate with or to follow advice or a representation of the Company that is unlawful or unethical. The Company shall have the right to terminate this engagement at any time by providing Province, care of the CRO, with (10) days written notice of same.

7. Disclaimer of Guarantee: Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any of our efforts. Our comments about the outcome or likely results of any effort are expressions of personal opinion only and are not representations or warranties and do not otherwise bind us.

8. Indemnification: The Company agrees to indemnify and hold harmless Province, its affiliates and their respective shareholders, principals, managers, members, employees, agents, representatives and subcontractors including, but not limited to, the CRO (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses and disbursements including, without limitation, defending any action, suit, proceedings or investigation (whether or not in connection with proceedings or litigation in which Province is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the engagement of Province or any Services rendered pursuant to this engagement, unless there is a final non-appealable order of a court of competent jurisdiction finding Province directly liable for gross negligence or willful misconduct. These indemnification provisions extend to the members, principals, employees, representatives, agents, counsel and affiliates of Province.

9. Information. Company's management shall be responsible for providing the information necessary for our review and analysis in support of our Services. The accuracy and completeness of such information, upon which we rely and which will form the basis of any plan that we help prepare, are the responsibility of Company.

10. Governing Law; Venue: Unless and until a Bankruptcy Case is commenced, it is agreed and understood that in any action or proceeding related to this engagement agreement shall be exclusively brought before the courts of competent jurisdiction located within the State of Nevada and that in any action or proceeding between the parties, Nevada law shall govern without further application of its internal choice of law doctrines. During the pendency of any Bankruptcy, the Bankruptcy Court presiding over same shall have exclusive jurisdiction of any proceedings relating to this Agreement by and between the parties.

11. This is Not an Audit: Company acknowledges and agrees that Province is not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

12. No Third-Party Beneficiary: Company acknowledges that all advice (written or oral) provided by Province in connection with this engagement is intended solely for the benefit and use of Company in considering the matters to which this engagement relates. No such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any

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manner or for any purpose other than accomplishing the tasks referred to herein without Province's prior approval (which shall not be unreasonably withheld), except as required by law.

13. Confidentiality: Province agrees to keep confidential all information obtained from the Company and not to disclose to any other person or entity (other than Province employees providing Services for Company), or use for any purpose other than specified herein, any information pertaining to the Company or any affiliate thereof which is either non-public, confidential or proprietary in nature ("Information") that it obtains or is given access to during the performance of the Services provided hereunder. The foregoing is not intended to nor shall be construed as prohibiting Province from disclosure pursuant to a valid subpoena or court order. Furthermore, Province may make reasonable and customary disclosures of Information in connection with discharging the responsibilities of a financial advisor or Chief Restructuring Officer, as applicable. In addition, Province will have the right to disclose to others in the normal course of business its involvement with the Company.

The Company acknowledges that all information (written or oral) generated by Province in connection herewith is intended solely for the benefit and use of the Company. The Company agrees that no such information shall be used for any other purpose or reproduced, disseminated, quoted or referred to with attribution to Province at any time in any manner or for any purpose other than accomplishing the tasks referred to herein, without Province's prior approval (which shall not be unreasonably withheld) except as required by law.

14. Bankruptcy Court Approvals: Within a reasonable time following the filing of any Bankruptcy Case, the Company shall apply to the bankruptcy court presiding over any Bankruptcy Case (the "Bankruptcy Court") for approval, pursuant to Section 363 of the Bankruptcy Code, of this retention Agreement, including the compensation and expense provisions hereof, and will use commercially reasonable efforts to obtain a final order of the Bankruptcy Court for authorization thereof.

The Company shall supply Province with a draft of such retention application and any proposed order authorizing Province's retention sufficiently in advance of the filing of such application and proposed order to enable Province and its counsel to review and comment thereon. The retention application and the proposed final order authorizing Province's retention must be acceptable to Province in its sole discretion. Province shall have no obligation to provide any Services under this Agreement unless the Company's retention of Province under the terms set forth in this Agreement is approved under the Bankruptcy Code by a final order of the Bankruptcy Court no longer subject to appeal, rehearing or reconsideration, and which order is acceptable to Province in all respects.

The Company will work with Province to file staffing reports regarding the approval and the payment of Province's fees and expenses with the Bankruptcy Court as promptly as reasonably practicable. In the event that this Agreement is terminated (other than for cause) following the Bankruptcy Court's approval of the Company's retention of Province, the Company shall reimburse Province for all fees and expenses earned and reasonably incurred by Province prior to the date of termination, subject to the terms of this Agreement, the order approving the Company's retention of Province, and all other requirements of the Bankruptcy Code, Federal Rules of

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Bankruptcy Procedure, and applicable local rules and orders (including, for the avoidance of doubt, the requirement to obtain the Bankruptcy Court's approval of the payment of such fees and expenses).

The Company agrees that Province's fees incurred during the course of any Bankruptcy Case, and any payments made during the course of any Bankruptcy Case pursuant to the expense reimbursement provisions of this Agreement, will be entitled to priority as expenses of administration under Sections 503(b)(1)(A), 503(b)(2) and 507(a)(2) of the Bankruptcy Code and will be entitled to the benefits of any "carve-outs" for professional fees and expenses in effect pursuant to one or more debtor-in-possession financing orders entered by the Bankruptcy Court. The Company will use its best efforts to ensure that any cash collateral order, debtor-in-possession financing order and/or similar order entered by the Bankruptcy Court permits the use of cash collateral and financing proceeds for the full and prompt payment of all of Province's fees and expenses contained in this Agreement.

The Company will use commercially reasonable efforts to ensure that, to the fullest extent permitted by law and consistent with the terms of this Agreement, any confirmed Plan in any Bankruptcy Case contains typical and customary release provisions (both from the Company and from third parties) and exculpation provisions releasing, waiving and forever discharging Province and any of its affiliates and related entities, along with any of their past or current directors, managers, officers, partners, members, shareholders, agents and employees from any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities related to the Company or the engagement described in this Agreement.

15. Entire Agreement: Unless otherwise agreed in writing between us, all other matters referred to us by the Company for representation shall be governed by the terms of this Agreement. This Agreement contains all terms of the agreement between the parties and may not be modified except in writing signed by both of us.

16. Severability And Blue Penciling. The invalidity or unenforceability of any provision of this Agreement or subpart thereof shall in no way affect the validity or enforceability of any other provisions or subparts hereof. If any provisions of this Agreement are found to be invalid or unenforceable, in lieu of such illegal, invalid or unenforceable paragraph, provision or part thereof, there shall be automatically added a provision as similar in terms to the illegal, invalid or unenforceable paragraph, provision or part thereof, as may be possible, legal, valid, and enforceable.

17. Liability Limitation. Province's liability for any action or inaction taken hereunder, whether sounding in tort or contract, shall be limited to the amount of the fees billed hereunder to the Company for the three (3) calendar months prior to incident that allegedly caused such liability. Additionally, no party hereunder shall be liable to the other for any special, consequential or punitive damages. The parties shall not be liable to each other for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

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18. Notice. Any notices, requests, demands or other communications required by or provided for in this Agreement shall be sufficient if in writing and sent by registered or certified mail to Province at the last address they have filed in writing with the Company or, in the case of the Company, at its principal office.

19. Jury Trial Waiver. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED OR WARRANTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL COVENANTS AND CONDITIONS STATED IN THIS AGREEMENT.

20. Survival. The provisions of 2, 3, 4, 8, 10, 16, 17, 18 and 19 of this Agreement shall survive any termination of this Agreement and remain enforceable according to their terms.

21. Authority. Each of the persons executing this Agreement on behalf of a party hereto represents and warrants that they have the requisite authority on behalf of said party to execute this Agreement as the binding legal obligation thereof.

**[SIGNATURE PAGE TO FOLLOW]**

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If this letter accurately reflects our restated Agreement, please sign and return it to us. If you have any questions concerning the provisions of this Agreement, we invite your inquiries. We look forward to working with you.

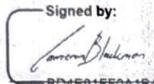
Very truly yours,



David Dunn, Esq.  
*Principal of Province*

Accepted and Agreed by the Company:

**Rhodium Enterprises, Inc.**, by and on behalf  
of itself and each of its direct and indirect  
controlled affiliates and subsidiaries

By:  \_\_\_\_\_  
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Cameron Blackmon, President

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**PRIVATE AND CONFIDENTIAL**

~~July 16~~August 23, 2024

**VIA EMAIL ONLY**

Rhodium ~~Technologies LLC~~Enterprises, Inc.  
4146WUS HIGHWAY 79  
ROCKDALE, TX, 76567-5278Attn: Legal

*In re: Engagement of Province (CRO andFinancial Corporate Advisory Services)*

Dear ~~Cameron~~Mr. Blackmon:

This letter (the "Agreement") ~~sets forth~~fully restates the terms and conditions regarding ~~the~~  
any prior engagement of Province, LLC, a Delaware limited liability company ("Province") by  
Rhodium ~~Technologies LLC~~Enterprises, Inc., a Delaware corporation, along with each of its direct  
and indirect controlled affiliates and subsidiaries (jointly and severally, the "Company"), to  
include the scope of the services to be performed and the basis of compensation for those services,  
all on the terms and conditions stated herein. As of the Effective Date (defined below), the  
Company is engaging Province to act as a financial advisor to the Company and to provide certain  
consulting services as set forth herein. Based on the foregoing, that certain letter agreement dated  
July 28, 2024 is fully restated by this Agreement as of the Effective Date.

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In addition, pursuant hereto, and, in the event of a bankruptcy filing, subject to approval  
by the applicable United States Bankruptcy Court (the "Bankruptcy Court"), Province shall supply  
the Company with two (2) Chief Restructuring Officers (jointly and severally, the "CRO") upon  
requisite corporate governance and formalities authorizing same having been authorized and  
issued by the Company and approved by Province. The CRO shall serve at the reasonable direction  
of the Company's Directors(s) as directed from time to time. In support of the CRO's duties  
hereunder, the CRO shall utilize supporting personnel (the "Support Staff") provided by Province.  
Province professionals David Dunn and Michael Robinson are each hereby designated by Province  
to fill the role of CRO during the term hereof or until either's removal, resignation, or death,  
whichever first occurs.

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1. Scope of Services and Company Duties:

A. Financial Advisory Services. During the term hereof, Province will provide  
the following financial advisory services to the Company as directed by the Company and its  
counsel:

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**Budgeting, Forecasting, Cash Flow Analysis**

- Reviewing and analyzing the Company's business, operations, assets, financial condition,  
business plan, strategy, and operating forecasts;

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- Analyzing or preparing financial models for underlying assets and assessment of cash requirements;
- Assisting with the development of a cash flow budget and variance analysis; and
- Preparing financial analysis on recovery alternatives to all stakeholders.

## Creditor Negotiations

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- Assisting in negotiations with various stakeholders, including creditors and their respective representatives;
- Attending meetings with the Company, its counsel, and other stakeholders as required;
- Exploring of Strategic Alternatives;
- Analyzing any new debt or equity capital, including advice on the nature and terms of new securities;
- Assisting the Company in developing, evaluating, structuring, sourcing, executing, and negotiating the terms and conditions of a restructuring; and
- Providing the Company with other general restructuring advice as Province, the Company, and its counsel deem appropriate.

## Other Restructuring Services

- Assisting with the preparation of bankruptcy filings, reports, and schedules, if required;
- Assisting the Company in any efforts to raise sufficient debtor-in-possession financing to support any bankruptcy filing ultimately deemed necessary or desirable by the Company, along with the diligence associated therewith;
- Analyzing any merger, divestiture, joint venture, or investment transaction, including the proposed structure and form thereof;
- Analyzing any new debt or equity capital, including advice on the nature and terms of new securities;
- Assisting the Company in developing, evaluating, structuring, and negotiating the terms and conditions of a restructuring, plan of reorganization, or sale transaction, including efforts to raise sufficient exit capital desirable in relation to same; and
- During any Bankruptcy Court proceeding, providing expert testimony and/or litigation support as mutually agreed between Province and the Company related thereto.

The above services shall collectively be referred to as the “Financial Advisory Services”.

B. CRO Services. During the term hereof and subject to the conditions stated herein, the CRO will provide the following services to the Company (the “CRO Services,” and together with the Financial Advisory Services, the “Services”):

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- If and as reasonably necessary, opening and maintaining, transferring, modifying, and acting as the signatory for and designating and withdrawing the designation of signatories for, and closing, bank accounts in the name of and on behalf of the Company or its partnerships or subsidiaries and placing such restrictions on withdrawals and loans from such accounts;

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# PROVINCE

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- approving all material cash disbursements to existing creditors of the Company and its partnerships and subsidiaries;
- entering into such other forms of banking transactions as the CRO may deem necessary or desirable for the successful and continued operation of the business of the Company; and
- serving as a member of a restructuring committee of officers of the Company (the "Restructuring Committee"), which Restructuring Committee shall be tasked with providing general oversight of any restructuring of the Company and its partnerships or subsidiaries, including taking all actions related to the restructuring of the Company and its partnerships and subsidiaries, which may include: (i) the sale, exchange or other disposition of any assets of the Company or any partnership or subsidiary thereof, including pursuant to section 363 of title 11 of the United States Code (the "Bankruptcy Code"), including the implementation of bidding procedures and evaluation and selection of qualified and successful bids of the purchase of any such assets, or through a plan of reorganization or liquidation proposed pursuant to section 1129 of the Bankruptcy Code; (ii) the incurrence by the Company or any partnership or subsidiary thereof of any new financing, including debtor-in-possession financing pursuant to section 364 of the Bankruptcy Code or the use of cash collateral pursuant to section 363 of the Bankruptcy Code, including the solicitation and negotiation of proposals with respect to such financing or cash collateral use; (iii) the encumbrance of any assets of the Company or any partnership or subsidiary thereof to secure any new financing; and (iv) the evaluation or implementation of any transaction not in the ordinary course of business of the Company or any partnership or subsidiary thereof at any time.

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Province will keep the Company reasonably informed of the progress on the matters we are handling and reasonably respond to the Company's inquiries. You understood the need for truthful, complete and accurate information. You also understood the need to cooperate and to keep us informed on a timely basis of any developments that may impact the Services.

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The Company understands that the Services to be rendered by Province may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, Province will be relying on information provided by the Company and its representatives in the preparation of these projections and other forward-looking statements.

~~Province will keep the Company reasonably informed of the progress of the matters we are handling. The Company acknowledges the need for truthful, complete and accurate information. The Company also acknowledges the need to cooperate and to keep Province informed on a timely basis of any developments that may impact the Services.~~

2. Retainer; Fees and Billing Practices: Upon execution of the Agreement, the Company shall promptly pay Province in advance an "evergreen" retainer in the total amount of ~~\$500,000.00~~ 250,000.00 ("Retainer"), before Province shall be obligated to provide any Services to the Company. The Retainer funds will be held for the purpose of providing a retainer and security for the Services to be rendered and expenses to be charged by Province to the Company hereunder. The Company will receive a billing statement from Province on a monthly or more

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frequent basis, as determined by Province, and the fees and expenses stated therein shall be due upon issuance. Following Province's delivery of a billing statement or invoice, Province shall be entitled to deduct the billed amount for Services rendered and expenses incurred from the Retainer, with any remaining amount due and payable by the Company. Prior to any Bankruptcy Case, the Company will be responsible for replenishing the full amount of the Retainer following the receipt of such billing statements or invoices from Province such that the Retainer shall remain at requisite amount indicated herein. Failure by the Company to upkeep the Retainer may result in termination of this Agreement. All liability of the Company to Province hereunder shall be joint and several.

A. Hourly Fees. Province will charge fees for its Services in connection with based on the following current market hourly rates:

<u>Professional Level</u>	<u>Per Hour (USD)</u>
Managing Directors and Principals	\$870-\$1,450
Vice Presidents, Directors, and Senior Directors	\$690-\$950
Analysts, Associates, and Senior Associates	\$370-\$700
Other / Para-Professional	\$270-\$410

Province may, on a periodic basis, adjust its current hourly rates to reflect the market for its services, and any such rate adjustments shall become effective upon Province providing not less than ten (10) days prior written notice of such rate adjustment to the Company. Any invoices from Province shall indicate the billable time spent in no more than six (6) minute increments (including a description of the services provided) on any given calendar day by each Province person whose time is being charged to the Company on such invoice.

B. Financing Fee. In addition to any hourly or other fees provided for herein, the Company shall also pay Province a restructuring fee upon the consummation of each Restructuring Transaction (defined below) in the amount of one percent (1.0%) of the total amount of gross financing proceeds committed to the Company through such Restructuring Transaction (each, a "Financing Fee"). Each Restructuring Fee earned hereunder shall be paid by the Company at the time of any closing thereon.

As used herein, the term "Financing Transaction" shall mean each debt (or partial debt) financing transaction involving the Company during the pendency of the Bankruptcy Case including, but not limited to, any debtor-in-possession financing or exit facility financing.

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~~B.C.~~ Restructuring Fee. In addition to any ~~hourly or~~ other fees provided for herein, the Company shall ~~also~~ pay Province a one-time restructuring fee of \$500,000.00 ~~restructuring fee~~ upon the consummation of any ~~each~~ Restructuring Transaction ~~(defined below) in the amount of one and one half percent (1.5%) of the total amount of gross financing proceeds committed to the Company through such Restructuring Transaction (each, a "Restructuring Fee").~~ As used herein, the term "Restructuring Transaction" shall mean any one or more of the following, whether or not on an out-of-court basis or on an in-court basis (whether in any U.S. or foreign jurisdiction) pursuant to a plan of reorganization or a similar legal concept under any foreign legal insolvency proceeding (including, but not limited to,

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chapter 11 of the U.S. Bankruptcy Code) of the Company (a "Plan") confirmed, sanctioned, or otherwise approved in connection with any case or cases commenced by or against the Company, whether individually or on a consolidated basis, under Title 11 of the United States Code §§ 101 et seq. and/or any foreign legal proceeding, or otherwise (a "Bankruptcy Case"), and whether proposed by the Company or any other party: (a) any merger, acquisition (via credit bid or otherwise), consolidation, reorganization, recapitalization, financing, refinancing, business combination, directly or indirectly, or other transaction pursuant to which the Interest (or a material portion thereof) or the Company (or a material portion thereof, whether by asset sale or otherwise pursuant to 11 USC § 363 or otherwise) is acquired by, or combined with, any person, group of persons, partnership, corporation or other entity, whether in a single transaction, multiple transactions or a series of transactions; (b) any restructuring, reorganization, equitization, exchange offer, tender offer, amend and extend, refinancing, repayment, cancellation or similar transaction, whether or not pursuant to a Plan, related to the Company, in each case, which materially affect the assets or equities of the Company; or (c) any other transaction similar to any of the foregoing that materially involves either the Company or a material portion of the assets or equities of the Company. For the avoidance of doubt, a Material Transaction includes any transaction or series of transactions consummated in or out of court that results in any of subparts (a), (b), or (c) outlined above. Each Restructuring Fee earned hereunder shall be paid by the Company at the time of any closing thereon.

~~As used herein, the term "Restructuring Transaction" shall mean each debt (or partial debt) financing transaction involving the Company during the pendency of the Bankruptcy Case including, but not limited to, any debtor in possession financing or exit facility financing.~~

3. Insurance. Prior to any Services by the CRO being rendered herunder, the Company agrees to have in effect at all times at its expense and no cost to any Indemnified Party (defined below), one or more directors and officers liability indemnification insurance policies materially similar to a Broad Form Side-A DIC that shall cover liabilities which may have accrued or that may be incurred by the CRO in relation to the Services to be provided under this Agreement, and such coverage shall continue to be maintained by the Company, regardless of the termination of this Agreement, for a period of not less than four (4) years following the termination of this Agreement. ~~intentionally omitted.~~

4. Costs and Other Charges: In general, Province will incur various costs and expenses in the normal course of performing its Services under this Agreement. Costs and expenses commonly include, but are not limited to: reasonable lodging, travel costs, postage, meals, parking, allocable or actual research service fees, legal fees, photocopying and other reproduction and binding costs, messenger and other delivery fees, express mail, information retrieval services, temporary clerical assistance and other similar items. All such costs and expenses will be itemized and charged to the Company.

5. Conflicts: Because Province and its affiliates and subsidiaries comprise a consulting firm that serves clients on an international basis in numerous cases, both in and out of court, it is possible that Province may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the Company, including creditors of the Company. Province will comply

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~~with applicable law and any applicable Bankruptcy Code and local rules and procedures regarding the disclosure of conflicts and connections to the extent applicable. Province shall not represent the interests of any person disclosed by the Company as being adverse to it as of the Effective Date and will otherwise comply with applicable law and any applicable Bankruptcy Code and local rules and procedures regarding the disclosure of conflicts and connections to the extent applicable.~~

6. Term, Discharge, Withdrawal, Termination: This Agreement shall be effective for all purposes on the earlier of (a) the date this Agreement is executed by all parties hereto, and (b) the date that Services were first provided by Province to the Company (the "Effective Date") and shall have an indefinite term until terminated by either Party as provided herein. Province has the right to withdraw from this engagement, in whole or in part, with ten (10) days written notice for any reason or no reason at all. Reasons for Province's withdrawal may include, but are not limited to, the Company's breach of this Agreement, the Company's refusal to cooperate with or to follow advice or a representation of the Company that is unlawful or unethical. The Company shall have the right to terminate this engagement at any time by providing Province, care of David Dunn, with (10) days written notice of same.

7. Disclaimer of Guarantee: Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any of our efforts. Our comments about the outcome or likely results of any effort are expressions of personal opinion only and are not representations or warranties and do not otherwise bind us.

8. Indemnification: Client agrees to indemnify and hold harmless Province, its affiliates and their respective shareholders, principals, managers, members, employees, agents, representatives and subcontractors including, but not limited to, the CRO (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses and disbursements including, without limitation, defending any action, suit, proceedings or investigation (whether or not in connection with proceedings or litigation in which Province is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the engagement of Province or any Services rendered pursuant to this engagement, unless there is a final non-appealable order of a court of competent jurisdiction finding Province directly liable for gross negligence or willful misconduct. These indemnification provisions extend to the members, principals, employees, representatives, agents, counsel and affiliates of Province.

9. Information. Company's management shall be responsible for providing the information necessary for our review and analysis in support of our Services. The accuracy and completeness of such information, upon which we rely and which will form the basis of any plan that we help prepare, are the responsibility of Company.

10. Governing Law; Venue: Unless and until a Bankruptcy Case is commenced, it is agreed and understood that in any action or proceeding related to this engagement agreement shall be exclusively brought before the courts of competent jurisdiction located within the State of

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Nevada and that in any action or proceeding between the parties, Nevada law shall govern without further application of its internal choice of law doctrines. During the pendency of any Bankruptcy, the Bankruptcy Court presiding over same shall have exclusive jurisdiction of any proceedings relating to this Agreement by and between the parties.

11. This is Not an Audit: Company acknowledges and agrees that Province is not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

12. No Third-Party Beneficiary: Company acknowledges that all advice (written or oral) provided by Province in connection with this engagement is intended solely for the benefit and use of Company in considering the matters to which this engagement relates. No such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without Province's prior approval (which shall not be unreasonably withheld), except as required by law.

13. Confidentiality: Province agrees to keep confidential all information obtained from the Company and not to disclose to any other person or entity (other than Province employees providing Services for Company), or use for any purpose other than specified herein, any information pertaining to the Company or any affiliate thereof which is either non-public, confidential or proprietary in nature ("Information") that it obtains or is given access to during the performance of the Services provided hereunder. The foregoing is not intended to nor shall be construed as prohibiting Province from disclosure pursuant to a valid subpoena or court order. Furthermore, Province may make reasonable and customary disclosures of Information in connection with discharging the responsibilities of a financial advisor or Chief Restructuring Officer, as applicable. In addition, Province will have the right to disclose to others in the normal course of business its involvement with the Company.

The Company acknowledges that all information (written or oral) generated by Province in connection herewith is intended solely for the benefit and use of the Company. The Company agrees that no such information shall be used for any other purpose or reproduced, disseminated, quoted or referred to with attribution to Province at any time in any manner or for any purpose other than accomplishing the tasks referred to herein, without Province's prior approval (which shall not be unreasonably withheld) except as required by law.

14. Bankruptcy Court Approvals: Within a reasonable time following the filing of any ~~petition commencing a Chapter 11 bankruptcy case (a "Bankruptcy Case")~~, the Company shall apply to the bankruptcy court presiding over the Bankruptcy Case (the "Bankruptcy Court") for approval, pursuant to Section ~~327 or 328363~~ of the Bankruptcy Code, ~~as applicable~~, of this retention Agreement, including the compensation and expense provisions hereof, and will use commercially reasonable efforts to obtain a final order of the Bankruptcy Court for authorization thereof.

The Company shall supply Province with a draft of such retention application and any proposed order authorizing Province's retention sufficiently in advance of the filing of such

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application and proposed order to enable Province and its counsel to review and comment thereon. The retention application and the proposed final order authorizing Province's retention must be acceptable to Province in its sole discretion. Province shall have no obligation to provide any Services under this Agreement unless the Company's retention of Province under the terms set forth in this Agreement is approved under the Bankruptcy Code by a final order of the Bankruptcy Court no longer subject to appeal, rehearing or reconsideration, and which order is acceptable to Province in all respects.

The Company will work with Province to file ~~staffing reports regarding fee statements and applications before the Bankruptcy Court for~~ the approval and the payment of Province's fees and expenses with the Bankruptcy Court as promptly as reasonably practicable. In the event that this Agreement is terminated (other than for cause) following the Bankruptcy Court's approval of the Company's retention of Province, the Company shall reimburse Province for all fees and expenses earned and reasonably incurred by Province prior to the date of termination, subject to the terms of this Agreement, the order approving the Company's retention of Province, and all other requirements of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and applicable local rules and orders (including, for the avoidance of doubt, the requirement to obtain the Bankruptcy Court's approval of the payment of such fees and expenses).

The Company agrees that Province's fees incurred during the course of any Bankruptcy Case, and any payments made during the course of any Bankruptcy Case pursuant to the expense reimbursement provisions of this Agreement, will be entitled to priority as expenses of administration under Sections 503(b)(1)(A), 503(b)(2) and 507(a)(2) of the Bankruptcy Code and will be entitled to the benefits of any "carve-outs" for professional fees and expenses in effect pursuant to one or more debtor-in-possession financing orders entered by the Bankruptcy Court. The Company will use its best efforts to ensure that any cash collateral order, debtor-in-possession financing order and/or similar order entered by the Bankruptcy Court permits the use of cash collateral and financing proceeds for the full and prompt payment of all of Province's fees and expenses contained in this Agreement.

The Company will use commercially reasonable efforts to ensure that, to the fullest extent permitted by law and consistent with the terms of this Agreement, any confirmed Plan in any Bankruptcy Case contains typical and customary release provisions (both from the Company and from third parties) and exculpation provisions releasing, waiving and forever discharging Province and any of its affiliates and related entities, along with any of their past or current directors, managers, officers, partners, members, shareholders, agents and employees from any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities related to the Company or the engagement described in this Agreement.

15. Entire Agreement: Unless otherwise agreed in writing between us, all other matters referred to us by the Company for representation shall be governed by the terms of this Agreement. This Agreement contains all terms of the agreement between the parties and may not be modified except in writing signed by both of us.

16. Severability And Blue Penciling. The invalidity or unenforceability of any provision of this Agreement or subpart thereof shall in no way affect the validity or enforceability of any

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other provisions or subparts hereof. If any provisions of this Agreement are found to be invalid or unenforceable, in lieu of such illegal, invalid or unenforceable paragraph, provision or part thereof, there shall be automatically added a provision as similar in terms to the illegal, invalid or unenforceable paragraph, provision or part thereof, as may be possible, legal, valid, and enforceable.

17. Liability Limitation. Province's liability for any action or inaction taken hereunder, whether sounding in tort or contract, shall be limited to the amount of the fees billed hereunder to the Company for the three (3) calendar months prior to incident that allegedly caused such liability. Additionally, no party hereunder shall be liable to the other for any special, consequential or punitive damages. The parties shall not be liable to each other for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

18. Notice. Any notices, requests, demands or other communications required by or provided for in this Agreement shall be sufficient if in writing and sent by registered or certified mail to Province at the last address they have filed in writing with the Company or, in the case of the Company, at its principal office.

19. Jury Trial Waiver. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED OR WARRANTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL COVENANTS AND CONDITIONS STATED IN THIS AGREEMENT.

20. Survival. The provisions of 2, 3, 4, 8, 10, 16, 17, 18 and 19 of this Agreement shall survive any termination of this Agreement and remain enforceable according to their terms.

21. Authority. Each of the persons executing this Agreement on behalf of a party hereto represents and warrants that they have the requisite authority on behalf of said party to execute this Agreement as the binding legal obligation thereof.

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If this letter accurately reflects our Agreement, please sign and return it to us. If you have any questions concerning the provisions of this Agreement, we invite your inquiries. We look forward to working with you.

Very truly yours,

David Dunn  
*Principal of Province*

Accepted and Agreed by the Company:

**Rhodium ~~Technologies LLC~~ Enterprises, Inc., by and on behalf of itself and each of its direct and indirect controlled affiliates and subsidiaries**

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By: \_\_\_\_\_

Cameron Blackmon, ~~Authorized Signatory~~ President