

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

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

**NICHOLAS CERASUOLO'S MOTION FOR AN ORDER ALLOWING LATE FILED
CLAIM TO BE TREATED AS TIMELY FILED**

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.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

Nicholas Cerasuolo, a creditor in the above-captioned chapter 11 cases, by and through his undersigned counsel, hereby files this motion (the "Motion") requesting an order, substantially in the form of the proposed order attached hereto (the "Proposed Order"), enlarging the time for Cerasuolo to file a proof of claim pursuant to Rules 3003 and 9006 of the Federal Rules of

¹ The debtors and debtors-in-possession in these chapter 11 cases (the "Debtors") 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.



2490448250322000000000001

Bankruptcy Procedure and thereby deeming timely his proof of claim [Case No. 24-90454, Claim No. 12] filed on March 22, 2025 (the “POC”), a copy of which is attached hereto as Exhibit A. In support of the Motion, Cerasuolo respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
2. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The bases for the relief sought are sections 105 and 501 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 3003 and 9006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND

4. Cerasuolo was an officer and director of Rhodium Enterprises Inc. (“Rhodium Enterprises”) prior to the filing of these chapter 11 cases (the “Petition Dates”). He served as the Chief Financial Officer of Rhodium Enterprises until August 2023.

5. The Debtors did not owe a liquidated or determined amount to Cerasuolo on the Petition Dates. Presumably because of that, he was not included on any of the Debtors’ schedules or their creditor matrix.² While Cerasuolo was aware of the cases generally, he has not been receiving service of pleadings or notices. Critically, he was not served a copy of **(a)** the Notice of Chapter 11 Bankruptcy Case [ECF No. 134] (the “341 Meeting Notice”),³ **(b)** the Emergency Motion of Debtors for Entry of an Order (I) Setting Bar Dates for Filing Proofs of Claim, (II) Approving the Form of Proofs of Claim and the Manner of Filing, (III) Approving Notice of Bar

² A copy of the creditor matrix as of March 21, 2025, is attached hereto as Exhibit B.

³ See BNC Certificate of Mailing [ECF No. 142] (attached hereto as Exhibit C).

Dates, and (IV) Granting Related Relief [ECF No. 269] (the “Bar Date Motion”),⁴ **(c)** the Order (I) Setting Bar Dates for Filings Proofs of Claim, (II) Approving the Form of Proofs of Claim and the Manner of Filing, (III) Approving Notice of Bar Dates, and (IV) Granting Related Relief [ECF No. 284] (the “Bar Date Order”),⁵ or **(d)** the Notice of Deadlines for the Filing of Proofs of Claim (the “Bar Date Notice”).⁶ He was not specifically aware of the November 22, 2024, deadline to file a proof of claim (the “Bar Date”) or the other terms of the Bar Date Order.

6. However, Cerasuolo had at least a contingent, unliquidated claim under a standalone indemnity agreement with Rhodium Enterprises (the “Standalone Indemnity Agreement”) and Rhodium Enterprises’ bylaws (the “REI Bylaws”). These documents are attached to the POC. While Cerasuolo believes that he is entitled to an administrative expense claim for any indemnity owed under the REI Bylaws, he would have a general unsecured claim for any amounts due under the Standalone Indemnity Agreement.⁷ Cerasuolo’s indemnity claim is no longer contingent based on the costs incurred in the lawsuit brought by various parties related to the Fairbairns currently pending in the U.S. Bankruptcy Court for the Northern District of Texas as 345 Partners SPV2 LLC et al. v. Nathan Nichols et al., Adv. Proc. No. 25-04008 (Bankr. N.D. Tex.) (the “Fairbairn Lawsuit”) for alleged actions of Cerasuolo as an officer and director of Rhodium Enterprises and/or other of the Debtors.⁸

⁴ The Debtors’ claims and noticing agent did not file a separate certificate of service with respect to the Bar Date Motion. The certificate in the Bar Date Motion indicates that it was only served by the Court’s Electronic Filing System. Cerasuolo did not receive filings through this system.

⁵ See Certificate of Service [ECF No. 344] (attached hereto as Exhibit D).

⁶ See Certificate of Service [ECF No. 355] (attached hereto as Exhibit E).

⁷ Cerasuolo has asserted to the Debtors that the Debtors’ obligations to him under the REI Bylaws constitute administrative expenses. While the Debtors have not formally responded, their bankruptcy counsel’s initial reaction was that these are general prepetition unsecured claims.

⁸ To the extent that Cerasuolo is entitled to administrative expense claims for the indemnity obligations, his general unsecured claim may be moot.

7. Further adding to the confusion, Cerasuolo is an equity holder in Imperium Investment Holdings LLC (“Imperium”), which in turn holds equity in the Debtors and has been participating in these chapter 11 cases through counsel. Cerasuolo did not fully appreciate the distinction between the matters in which Imperium’s counsel was indirectly protecting his interests (e.g., with respect to Imperium’s interest in the Debtors as a manager, member, or other equity holder) and matters it was not (e.g., with respect to Cerasuolo’s individual claims). The Bar Date had passed by the time Cerasuolo retained individual bankruptcy counsel.⁹

8. On March 22, 2025, Cerasuolo belatedly filed the POC in the chapter 11 case of Rhodium Enterprises, Inc. [Case No. 24-90454, Claim No. 12]. At this time, plan negotiations are ongoing and a mediation on plan issues has been tentatively scheduled for May 20, 2025. The POC will not prejudice the Debtors or any other parties in interest in these chapter 11 cases. Indeed, it provides information necessary for parties to be aware of in connection with those plan discussions.

RELIEF REQUESTED

9. Cerasuolo requests that the Court enter an order, substantially in the form of Proposed Order, enlarging the time for Cerasuolo to file a proof of claim pursuant to Bankruptcy Rules 3003 and 9006 and thereby treating the POC as timely filed.

BASIS FOR RELIEF

10. Bankruptcy Code § 501 authorizes creditors to file proofs of claim. Bankruptcy Rule 3003(c)(3) provides that “[t]he court shall fix and for cause shown may extend the time within which proofs of claim or interest may be filed.” Bankruptcy Rule 9006(b) allows the court to

⁹ Cerasuolo retained the undersigned on January 2, 2025, to represent him in the Fairbairn lawsuit. Subsequently, the scope of the representation expanded to address information requested by the Special Committee and the Ad Hoc Group of SAFE Parties. In connection with the Fairbairn lawsuit, counsel determined that the proofs of claim submitted by Imperium and its other members did not include Cerasuolo.

enlarge the time period to perform any act after the deadline upon a motion for cause where the failure was the result of “excusable neglect.” Further, courts are empowered to enter any order that is necessary or appropriate to carry out these provisions by Bankruptcy Code § 105(a). There is ample authority for the relief Cerasuolo seeks.

11. In *Pioneer Investment Services Co. v. Brunswick Associates L.P.*, 507 U.S. 380 (1993), the U.S. Supreme Court concluded that whether failure to timely file a proof of claim was the result of excusable neglect is an equitable determination. *Id.* at 395. The Court held that “Congress plainly contemplated that the courts would be permitted, where appropriate, to accept late filings caused by inadvertence, mistake, or carelessness, as well as by intervening circumstances beyond the party’s control.” *Id.* at 388. The factors the Court articulated to determine whether neglect was excusable are (1) the danger of prejudice to the debtor, (2) the length of the delay and its potential impact on judicial proceedings, (3) the reason for the delay, and (4) whether the movant acted in good faith. *Id.* at 395. Each of the *Pioneer* factors supports allowing the late filing of the POC here.

i) *Deeming the POC timely filed would not prejudice the Debtors.*

12. There is no danger of prejudice to the Debtors from enlarging the time for Cerasuolo to file his proof of claim and treating the POC as timely filed. A debtor is unlikely to be prejudiced by a late filed claim unless a plan of reorganization has been formulated, negotiated, and consummated. *See In re 50-Off Stores, Inc.*, 220 B.R. 897, 902 (Bankr. W.D. Tex. 1998) (analyzing *In re Eagle Bus Mfg., Inc.*, 62 F.3d 730 (5th Cir. 1995)). The Debtors here have yet to file a plan of reorganization and there is already a mediation on plan issues tentatively scheduled for May 20, 2025. Confirmation of any plan would logically need to occur after that date.

13. Moreover, deeming the POC timely filed may render the potential dispute over whether Cerasuolo’s indemnity claim under the REI Bylaws constitutes an administrative expense.

The initial reaction by the Debtors' bankruptcy counsel was that the indemnity claim would be a general unsecured claim. To the extent that the Debtors are solvent—as the Debtors anticipate—litigation over this issue is unlikely.¹⁰

ii) Deeming the POC timely filed would not delay or prejudice any judicial proceeding.

14. Treating the POC as timely filed will not cause delay in any judicial proceedings. No plan of reorganization or liquidation has been filed in these cases, and there remains ample time for this Motion and Cerasuolo's claims to be considered prior to voting on the forthcoming. There are no other proceedings that will be delayed by deeming the POC timely filed.

iii) The reasons for the delay are excusable.

15. Cerasuolo's delay in filing the POC is excusable. The documents regarding the Bar Date were not served on Cerasuolo, and there is a significant question of whether the notice provided to him was constitutionally sufficient.¹¹ While the Court need not determine whether notice passed muster, the potential due process issue should weigh heavily in favor of finding any neglect by Cerasuolo to be excusable.¹² Cerasuolo's belief that the Imperium's counsel would address these issues is an additional basis for the neglect to be excusable.

16. Cerasuolo did not receive service of the 341 Meeting Notice, the Bar Date Motion, the Bar Date Order, or the Bar Date Notice. As someone who was not a bankruptcy professional,

¹⁰ Cerasuolo is not seeking a determination regarding the amount or allowability of his claims at this time. Parties in interest would be able to object to the substance of his claims notwithstanding the POC being deemed timely.

¹¹ Insufficient notice *requires* allowing a claim to be filed late. *See, e.g., In re Energy Future Holdings Corp.*, 522 B.R. 520, 523 (Bankr. D. Del. 2015) ("Failure to give notice consistent with due process surely constitutes cause under Rule 3003(c)(3). A failure to do so would require that the filing of a late claim be permitted.").

¹² Constitutionally sufficient due process is the bare minimum, not the goal. Even where publication notice is sufficient—i.e., for unknown creditors—neglect will often be more excusable in those situations. *See Chemetron Corp. v. Jones*, 72 F.3d 341, 349-350 (3d Cir. 1995) (reversing bankruptcy court's decision on failure of constitutional notice but remanding for additional consideration of excusable neglect where the claimants sought a late filed claim more than four years after the bar date, two years after the plan, and twelve years after circumstances would have alerted claimants to the potential claim).

he had no reason to know about the likely existence of the Bar Date or its significance. This was compounded by his mistaken belief that counsel for Imperium was representing his direct interests in these chapter 11 cases. Cerasuolo was not aware that the Bar Date had passed without his action until informed by the individual bankruptcy counsel he retained to represent him in connection with the Fairbairn Lawsuit and the investigation of the Special Committee of Rhodium Enterprises' Board of Directors.

17. While the Debtors published notice in Wall Street Journal and Houston Chronical [ECF No. 356], this did not provide actual notice of the Bar Date to Cerasuolo. Publication notice is not sufficient for known creditors. *Placid Oil Co. v. Shelton Prop. Rural Acreage, L.L.C. (In re Placid Oil Co.)*, 450 F. App'x 323, 325 (5th Cir. 2011). The Debtors could have determined from their records that Cerasuolo had at least a contingent claim under the REI Bylaws and the Standalone Indemnity Agreement.¹³ Moreover, the cornerstone of due process is that notice must be "reasonably calculated, under all the circumstances, to inform interested parties[.]" *Id.* at 324. Here, the Debtors had sufficient contact with Cerasuolo to enable the Special Committee to interview him in connection with its investigation and could have provided him with actual notice of the Bar Date.

18. Cerasuolo's failure to file a proof of claim by the Bar Date is understandable under these circumstances. The Debtors overlooked his claim under the REI Bylaws and Standalone

¹³ "The Supreme Court has explained that known creditors include both those claimants actually known to the debtor, as well as those whose identities are reasonably ascertainable." *In re Placid Oil Co.*, 450 F. App'x 323, 325 (5th Cir. 2011). Reasonable diligence by the Debtors would have uncovered Cerasuolo's contingent claim. The REI Bylaws and the Standalone Indemnity Agreement were within the Debtors' records. Cameron Blackmon, who executed the Standalone Indemnity Agreement on behalf of Rhodium Enterprises, was the president and chief technology officer of Rhodium Enterprises on the Petition Dates. (Declaration of David M. Dunn in Support of Chapter 11 Petitions and First Day Relief [ECF No. 35 at p. 23]). The indemnification agreements with other officers and directors were included as executory contracts on Rhodium Enterprises' amended schedules [ECF No. 687 at pp. 69-70]. And the Debtors were aware that Cerasuolo was Rhodium Enterprises' former CFO and had his address on file, as indicated in its amended statement of financial affairs [ECF No. 707 at p. 78].

Indemnity Agreement when preparing their schedules and serving the Bar Date Notice. Without the detailed information contained in the Bar Date Notice, Cerasuolo did not comprehend the need to file a claim. He did not have a bankruptcy attorney advising him of his personal interests.

iv) *The delay was in good faith and not the result of any attempt to obtain unfair advantage.*

19. Finally, Cerasuolo's failure to file a timely proof of claim was in good faith. If Cerasuolo had been aware of the impending deadline under the Bar Date Order, he would have filed his proof of claim timely. Cerasuolo has not gained any advantage through late filing, nor has he intentionally and knowingly abandoned his claims against the Debtors.

CONCLUSION

WHEREFORE, Cerasuolo respectfully requests that the Court grant this Motion, enter the Proposed Order, and grant any other appropriate relief. Any neglect in timely filing the POC was excusable and there would be no prejudice to the Debtors or any other party in these chapter 11 cases.

Dated: March 22, 2025

Respectfully submitted,

SHANNON & LEE LLP

/s/R. J. Shannon

R.J. Shannon

State Bar No. 24108062

Kyung S. Lee

State Bar No. 12128400

2100 Travis Street, STE 1525

Houston, Texas 77002

Email: rshannon@shannonleellp.com

klee@shannonleellp.com

Phone: (713) 714-5770

Counsel to Nicholas Cerasuolo

CERTIFICATE OF SERVICE

I hereby certify that the forgoing document was served (a) by the Court's CM/ECF System on all parties registered to receive such service at the time of filing and (b) by U.S.P.S. first class mail on the persons on the attached mailing list within one business day of filing.

/s/R. J. Shannon

R. J. Shannon

USPS Service List

Attn: Mitchell P. Hurley
Akin Gump Strauss Hauer & Feld LLP
One Bryant Park, 44th Floor
New York, NY 10036-6745

Attn: Sarah Link Schultz and Elizabeth Scott
Akin Gump Strauss Hauer & Feld LLP
2300 N. Field St., Suite 1800
Dallas, TX 75201

Attn: Ronny Chakra
C5 Capital LLC
300 W 5th St
Unit 522
Charlotte, NC 28202

Attn: Tara T LeDay and Michael K. Riordan
Chamberlain, Hrdlicka, White, Williams & Aughtry,
P.C.
1200 Smith St, Ste 1400
Houston, TX 77002

Attn: Craig E. Power, Reagan H. "Tres" Gibbs, III
and Emma P. Myles
Cokinos Young
Four Houston Center
1221 Lamar Street, 16th Floor
Houston, TX 77010

Daniel Garrie
PO Box 681057
Park City, UT 84098

Attn Bankruptcy Department
Delaware Attorney General
Carvel State Office Bldg.
820 N. French St.
Wilmington, DE 19801

Division of Revenue/Bankruptcy Services
820 N French St 8th Floor
Carvel State Building
Wilmington, DE 19801

Attn: Robert T Slovak, Steven C Lockhart, et al.
Foley & Lardner LLP
2021 McKinney Ave, Ste 1600
Dallas, TX 75201

Jason S Brookner, Amber M Carson
Gray Reed
1300 Post Oak Blvd, Ste 2000
Houston, TX 77056

Internal Revenue Service
Centralized Insolvency Operation
PO Box 7346
Philadelphia, PA 19101-7346

Internal Revenue Service
Centralized Insolvency Operation
2970 Market St
Philadelphia, PA 19104

Attn: Jennifer Wertz, Beau Butler
Jackson Walker LLP
100 Congress Ave, Ste 1100
Austin, TX 78701

Attn: Lloyd A. Lim and Rachel Thompson Kubanda
Kean Miller LLP
711 Louisiana Street, Suite 1800
Houston, TX 77002

Attn: Julie Anne Parson
McCreary, Veselka, Bragg & Allen, P.C.
PO Box 1269
Round Rock, TX 78680-1269

Attn: Charles Gibbs, Grayson Williams
McDermott Will & Emery LLP
2501 N Harwood St, Ste 1900
Dallas, TX 75201-1664

Attn: Darren Azman, Joseph Evans
McDermott Will & Emery LLP
One Vanderbilt Ave
New York, NY 10017-3852

Attn: Brenda L. Funk, John D. Cornwell
Munsch Hardt Kopf & Harr, P.C.
700 Milam St., Suite 800
Houston, TX 77002

Attn: Michael Fox, Jonathan Koevary
Olshan Frome Wolosky LLP
1325 Avenue of Americas
New York, NY 10019

Attn: Robert Trust, Mark Franke, Brandon Batzel
Orrick, Herrington & Sutcliffe LLP
51 West 52nd St
New York, NY 10019-6142

Attn: Ryan Wooten
Orrick, Herrington & Sutcliffe LLP
609 Main, 40th Fl
Houston, TX 77002

Attn: Cameron Reid
Proof Capital Alternative Income Fund
3017 7th Street SW
Calgary, AB T2T 2X6
Canada

Attn: Mark Robinson, David Dunn, Kirsten Lee,
Andrew Popescu
Province
2360 Corporate Cir STE 340
Henderson, NV 89074

Attn: Joseph Savage
Queue Associates Inc.
420 Lexington Ave, Suite 300
New York, NY 10170

Attn: Eric Winston, Razmig Izakelian
Quinn Emanuel Urquhart & Sullivan, LLP
865 S Figueroa St, 10th Fl
Los Angeles, CA 90017

Attn: Patricia Tomasco, Joanna Caytas, et al.
Quinn Emanuel Urquhart & Sullivan, LLP
700 Louisiana, Suite 3900
Houston, TX 77002

Attn: Charles Topping, Morgan Soule
Rhodium Encore LLC
2617 Bissonnet St, Ste 234
Houston, TX 77005

Ross Barbash
265 Filbert St
SAN FRANCISCO, CA 94133

Attn: Mazin A. Sbaiti, Griffin S. Rubin
Sbaiti & Company, PLLC
Dallas Arts Tower
2200 Ross Avenue – Suite 4900W
Dallas, TX 75201

Attn: Kyle Camp
SCM Worldwide LLC
2901 Meandering River Ct
Austin, TX 78746

Attn:CM Sing
Sing Family Enterprise Limited
Kwu Tung, Sheung Shui, New Territories
House C5, Eden Manor, 88 Castle Peak Rd
Hong Kong,
China

Texas Attorney General
Attn: Bankruptcy Department
300 W. 15th St
Austin, TX 78701

Texas Comptroller of Public Accounts
Attn Bankruptcy Section
Lyndon B Johnson State Office Building
111 East 17th St
Austin, TX 78774

Texas Comptroller of Public Accounts
PO Box 13528, Capitol Station
Austin, TX 78711-3528

US Attorney Office, S.D. of Texas
1000 Louisiana
Suite 2300
Houston, TX 77002

Attn: Ha Minh Nguyen, Christopher Ross Travis
Office of the US Trustee
515 Rusk Street
Suite 3516
Houston, TX 77002

Verita Global
222 N Pacific Coast Highway
Suite 300
El Segundo, CA 90245

Vesano Ventures LLC
Alex Vesano
127 N. Tryon St.
#308
Charlotte, NC 28202

EXHIBIT A

Proof of Claim

Fill in this information to identify the case:

Debtor 1 Rhodium Enterprises, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas

Case number 24-90454

Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Nicholas Cerasuolo</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Attn: R. J. Shannon, Shannon & Lee LLP</u> Name <u>2100 Travis Street, STE 1525</u> Number Street <u>Houston, TX 77002</u> City State ZIP Code Contact phone <u>713-714-5770</u> Contact email <u>rshannon@shannonleelp.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Nicholas Cerasuolo</u> Name <u>655 Roberto H Todd Ave Unit 187</u> Number Street <u>San Juan, PR 00907</u> City State ZIP Code Contact phone <u>781-726-0486</u> Contact email <u>n@a60es.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>Unliquidated</u> . Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Indemnity & Legals Fees from Bylaws* & Separate Agreement**</u> *Attachment 1 ** Attachment 2
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 03/22/2025
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name Nicholas Cerasuolo
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 655 Roberto H Todd Ave Unit 187
Number Street
San Juan, Puerto Rico 00907
City State ZIP Code

Contact phone 781-726-0486 Email n@a60es.com

Attachment 1 to Proof of Claim

REI Bylaws

**BYLAWS
OF
RHODIUM ENTERPRSES, INC.**
a Delaware corporation (the “*Corporation*”)

Adopted as of May 6, 2021

**ARTICLE I
OFFICES; BOOKS AND RECORDS**

Section 1.01. Registered Office. The registered office of the Corporation in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, New Castle County. The name of the Corporation’s registered agent at such address is Corporation Service Company.

Section 1.02. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Corporation’s Board of Directors (the “*Board*”) may from time to time determine or the business of the Corporation may require.

Section 1.03. Books and Records. The books and records of the Corporation may be kept within or without the State of Delaware as the Board may from time to time determine or the business of the Corporation may require.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 2.01. Time and Place of Meetings. All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board (or the President in the absence of a designation by the Board). The Board, in its sole discretion, may determine that such meetings be held wholly or partially by means of remote communication. For any meeting of stockholders to be held by remote communication, the Corporation shall (i) implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by remote communication is a stockholder or proxy holder, (ii) implement reasonable measures to provide such stockholders and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.02. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors and for the transaction of such other business as may properly be brought before such meeting. Stockholders may, unless the Corporation’s Certificate of Incorporation (as it may be amended from time to time, the “*Certificate*”) otherwise provides, act by written consent to elect directors.

Section 2.03. Special Meetings. Special meetings of stockholders for any proper purpose or purposes may be called at any time by the Board or the President or shall be called by the Secretary of the Corporation whenever the stockholders of record owning a majority of the then issued and outstanding capital stock of the Corporation entitled to vote on matters to be submitted to stockholders of the Corporation shall request therefor (either by written instrument signed by a majority, by resolution adopted by a vote of the majority or by a ballot submitted by electronic transmission, provided that any such electronic transmission shall set forth or be submitted with information from which it can be determined

Bylaws of Rhodium Enterprises, Inc.

that the electronic transmission was authorized by the stockholder or proxy holder). Any such written request shall state a proper purpose or purposes of the meeting and shall be delivered to the President or Secretary of the Corporation.

Section 2.04. Notice of Meetings and Adjourned Meetings; Waivers of Notice.

(a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting of stockholders shall be given which shall state the hour, means of remote communication, if any, date and place, if any, thereof, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, such notice shall be delivered either personally or by mail, not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder of record entitled to vote at such meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of an individual at a meeting in person, by proxy, or by remote communication shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. Neither the business to be transacted at, nor the purpose of, an annual or special meeting of stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the Certificate or these bylaws. Unless these bylaws otherwise require, when a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.05. Quorum. Unless otherwise provided under the Certificate or these bylaws and subject to the Delaware General Corporation Law (the “*DGCL*”), the presence, in person, by proxy, or by remote communication, of the holders of record of a majority of the then issued and outstanding capital stock of the Corporation entitled to vote at a meeting of stockholders shall be necessary and sufficient to constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, any officer entitled to preside at or act as secretary of a meeting of stockholders shall adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.06. Voting and Proxies.

(a) Unless otherwise provided in the Certificate and subject to the DGCL, each stockholder shall be entitled to one vote for each then issued and outstanding share of capital stock held by such stockholder. Any share of capital stock of the Corporation held by the Corporation shall have no voting rights. Unless otherwise provided in the DGCL, the Certificate or these bylaws, the affirmative vote of a majority of the shares of Common Stock of the Corporation present, in person, by means of remote communication, or by written proxy, at a meeting of stockholders and entitled to vote on the subject matter

Bylaws of Rhodium Enterprises, Inc.

shall be the act of the stockholders. If the Certificate provides for more or less than one vote for any share, on any matter, every reference in these bylaws to a majority or other proportion of stock shall refer to such majority or other proportion of the votes of such stock.

(b) Any stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by written proxy, provided that the instrument authorizing such proxy to act shall have been executed in writing (which shall include faxing, telegraphing or cabling) or by electronic transmission by such stockholder or by such stockholder's duly authorized attorney and no such proxy shall be voted or acted upon after three (3) years from its date of authorization, unless the proxy provides for a longer period.

Section 2.07. Action by Consent.

(a) Unless otherwise provided in the Certificate, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

(b) Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 2.08. Organization. At each meeting of stockholders, the President, if one shall have been elected, or in his or her absence or if one shall not have been elected, such person designated by the vote of the majority of the stockholders present at such meeting, shall act as chairman of the meeting. The Secretary of the Corporation (or in his or her absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof. The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

Section 2.09. Inspectors of Election. The Board, in advance of any meeting of the stockholders, may appoint one or more inspectors to act at the meeting or any adjournment thereof. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability.

ARTICLE III **DIRECTORS**

Section 3.01. General Powers. Except as otherwise provided in the DGCL or the Certificate, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

Section 3.02. Number, Election and Term of Office. The number of directors which shall constitute the whole Board shall be fixed from time to time by resolution of the Board but shall not be fewer than one (1) nor more than twelve (12). The directors shall be elected at the annual meeting of the stockholders, and each director so elected shall hold office until his or her successor is elected and qualified or until his or her earlier death, resignation or removal. Directors need not be stockholders. The initial Board shall consist of one (1) director until changed as herein provided. All elections of directors shall be

Bylaws of Rhodium Enterprises, Inc.

held by written ballot, except as otherwise provided in the Certificate, or these bylaws; if authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission.

Section 3.03. Quorum and Manner of Acting. Unless the Certificate or these bylaws require a greater number, a majority of the total number of directors serving on the Board shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the directors deemed to be present at a meeting at which a quorum is present shall be the act of the Board. When a meeting is adjourned to another time or place, if any (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which directors may be deemed to be present in person and vote at such meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04. Time and Place of Meetings. The Board shall hold its meetings at such place, either within or without the State of Delaware, or by remote communication, and at such time as may be determined from time to time by the Board (or the President in the absence of a determination by the Board).

Section 3.05. Annual Meeting. The Board shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board may be held at such place either within or without the State of Delaware, or by remote communication, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 3.07 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

Section 3.06. Regular Meetings. After the place and time of regular meetings of the Board shall have been determined and notice thereof shall have been once given to each member of the Board, regular meetings may be held without further notice being given.

Section 3.07. Special Meetings. Special meetings of the Board may be called by the President and shall be called by the President or Secretary on the written request of any two (2) directors (unless there are less than two (2) directors at such time). Notice of special meetings of the Board shall be given to each director at least two (2) days before the date of the meeting in such manner as is determined by the Board. A written waiver of any such notice, signed by the director entitled hereto, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.08. Committees. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified

Bylaws of Rhodium Enterprises, Inc.

member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to the stockholders for approval, (ii) adopting, amending or repealing any bylaw of the Corporation, (iii) amending the Certificate, (iv) adopting an agreement of merger or consolidation, (v) recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, or (vi) recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution and unless the resolution of the Board or the Certificate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

Section 3.09. Action by Consent. Unless otherwise restricted by the Certificate or these bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Board, or committee. Such filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10. Telephonic or Electronic Meetings. Unless otherwise restricted by the Certificate or these bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or such committee, as the case may be, by means of conference telephone, remote communication, or similar communications equipment by means of which all persons participating in the meeting can hear, speak, and/or communicate with each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11. Resignation. Any director may resign at any time by giving written notice to the Board or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.12. Vacancies. Unless otherwise provided in the Certificate, vacancies and newly created directorships resulting from any increase in the authorized number of directors to be elected by all the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. If there are no directors in office, then an election of directors may be held in accordance with the DGCL. Unless otherwise provided in the Certificate, when one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in the filling of other vacancies.

Section 3.13. Removal. Any and all directors may be removed, with or without cause, at any time by the affirmative vote of the holders of a majority of the outstanding capital stock of the Corporation entitled to vote and the vacancies thus created may be filled in accordance with Section 3.12 herein.

Bylaws of Rhodium Enterprises, Inc.

Section 3.14. Compensation. Unless otherwise restricted by the Certificate or these bylaws, the Board shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

ARTICLE IV

OFFICERS

Section 4.01. Principal Officers. The principal officers of the Corporation shall be a President, a Treasurer and a Secretary, or the equivalent of such officers, who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other principal officers as the Board may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices.

Section 4.02. Election, Term of Office and Remuneration. The principal officers of the Corporation shall be elected annually by the Board at the annual meeting thereof. Each such officer shall hold office until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by the Board. Any vacancy in any office shall be filled in such manner as the Board shall determine.

Section 4.03. Subordinate Officers. In addition to the principal officers enumerated in Section 4.01 herein, the Corporation may have one or more Assistant Treasurers or Assistant Secretaries and such other subordinate officers, agents and employees as the Board may deem necessary, each of whom shall hold office for such period as the Board may from time to time determine. The Board may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

Section 4.04. Removal. Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the Board.

Section 4.05. Resignations. Any officer may resign at any time by giving written notice to the Board (or to a principal officer if the Board has delegated to such principal officer the power to appoint and to remove such officer). The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.06. Powers and Duties. The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board.

ARTICLE V

EXECUTION OF INSTRUMENTS AND DEPOSIT OF CORPORATE FUNDS

Section 5.01. Execution of Instruments Generally. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authorization may be general or confined to specific instances.

Section 5.02. Borrowing. No loans or advance shall be obtained or contracted for, by or on behalf of the Corporation and no negotiable paper shall be issued in its name, unless and except as authorized by the Board. Such authorization may be general or confined to specific instances. Any officer or agent of the Corporation thereunto so authorized may obtain loans and advances for the Corporation, and for such loans and advances may make, execute and deliver promissory notes, bonds, or other evidences of indebtedness of the Corporation. Any officer or agent of the Corporation thereunto so authorized may

Bylaws of Rhodium Enterprises, Inc.

pledge, hypothecate or transfer as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, any and all stocks, bonds, other securities and other personal property at any time held by the Corporation, and to that end may endorse, assign and deliver the same and do every act and thing necessary or proper in connection therewith.

Section 5.03. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to its credit in such banks or trust companies or with such bankers or other depositories as the Board may select, or as may be selected by any officer or officers or agent or agents authorized so to do by the Board. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories shall be made in such manner as the Board from time to time may determine.

Section 5.04. Proxies. Proxies to vote with respect to shares of stock of other corporations owned by or standing in the name of the Corporation may be executed and delivered from time to time on behalf of the Corporation by the President or by any other person or persons thereunto authorized by the Board.

Section 5.04 Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

Section 5.06. Other Contracts and Instruments. All other contracts and instruments binding the Corporation shall be executed in the name and on the behalf of the Corporation by those officers, employees or agents of the Corporation as may be authorized by the Board, which authorization may be general or confirmed to specific instances.

ARTICLE VI

CERTIFICATES OF STOCK

Section 6.01. Form and Execution of Certificates. The shares of the Corporation will be represented by certificates, or will be uncertificated. Certificates for the shares of stock, if any, of the Corporation will be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of shares of stock in the Corporation represented by certificate will be entitled to have a certificate signed by or in the name of the Corporation by any two authorized officers of the corporation, including but not limited to the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the number of shares owned by him or her in the corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he or she were such officer, transfer agent, or registrar at the date of issue.

Section 6.02. Transfer of Shares. The shares of the stock of the Corporation shall be transferrable on the books of the Corporation by the holder thereof in person or by his or her attorney lawfully constituted, upon surrender for cancellation of certificates for the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof or guaranty of the authenticity of the signature as the Corporation or its agents may reasonably require. A record shall be made of each transfer. The Board shall have the power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

Bylaws of Rhodium Enterprises, Inc.

Section 6.03. Closing of Transfer Books. The stock transfer books of the Corporation may, if deemed appropriate by the Board, be closed for such length of time not exceeding fifty (50) days as the Board may determine, preceding the date of any meeting of stockholders or the date for the payment of any dividend or the date for the allotment of rights or the date when the issuance, change, conversion or exchange of capital stock shall go into effect, during which time no transfer of stock on the books of the Corporation may be made.

Section 6.04. Lost or Destroyed Certificates. A new certificate of stock may be issued in the place of any certificate previously issued by the Corporation, alleged to have been lost, stolen, destroyed or mutilated, and the Board may, in its discretion, require the owner of such lost, stolen, destroyed or mutilated certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Board may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith.

Section 6.05. Consideration and Payment. The capital stock may be issued for such consideration, not less than the par value of any such stock expressed in dollars, as shall be fixed by the Board. Payment of such consideration may be made, in whole or in part, in money, other tangible or intangible property, labor or services performed.

ARTICLE VII

LIABILITY AND INDEMNIFICATION

Section 7.01. Limitation of Liability. To the fullest extent permitted by the DGCL, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

Section 7.02. Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “***Proceeding***”), by reason of the fact that he or she (or a person of whom he or she is the legal representative), is or was a director or officer of the Corporation or a director (or member of a similar governing body) or officer of any of its subsidiaries (any of the foregoing persons, a “***Mandatory Indemnatee***”) shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense (including court costs, attorneys’ fees, witness fees, fines (including but not limited to excise taxes assessed on a person with respect to an employee benefit plan), amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any Proceeding), liability and loss (including attorneys’ fees actually and reasonably incurred by such person in connection with such Proceeding) and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 7.03, the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding initiated by such person only if such Proceeding was authorized by the Board. The right to indemnification conferred in this Article VII shall be a contract right and, subject to Sections 7.03 and 7.06, shall include the right to payment by the Corporation of the expenses incurred in defending any such Proceeding in advance of its final disposition. The Corporation may, by action of the Board, provide indemnification to any person who is or was serving as an employee, fiduciary or agent of the Corporation, or any person other than a Mandatory Indemnatee who is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (whether the basis of such Proceeding is alleged action in an official

Bylaws of Rhodium Enterprises, Inc.

capacity as a director, officer, employee, fiduciary or agent or in any other capacity while serving as a director, officer, employee, fiduciary or agent) (any of the foregoing persons, an “**Optional Indemnitee**”) with the same scope and effect as the foregoing indemnification of Mandatory Indemnitees.

Section 7.03. Procedure for Indemnification. Any indemnification of any Mandatory Indemnitee described in Section 7.02 or advance of expenses under Section 7.06 shall be made promptly, and in any event within thirty (30) days, upon the written request of the Mandatory Indemnitee. If a determination by the Corporation that the Mandatory Indemnitee is entitled to indemnification pursuant of this Article VII is required, and the Corporation fails to respond within sixty (60) days to a written request for indemnification, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancement of expenses, in whole or in part, or if payment in full pursuant to such request is not made within thirty (30) days, the right to indemnification or advances as granted by this Article VII shall be enforceable by the Mandatory Indemnitee in any court of competent jurisdiction. Such person’s costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including the Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 7.04. Nonexclusively of Article VII. The rights to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 7.05. Insurance. The Corporation shall purchase and maintain, or shall cause to be purchased and maintained, insurance on its own behalf and on behalf of any Mandatory Indemnitee or Optional Indemnitee, whether or not the Corporation would have the power to indemnify such person against such liability under this Article VII.

Section 7.06. Expenses.

The Corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed Proceeding, by reason of the fact that he is or was a Mandatory Indemnitee prior to the final disposition of the Proceeding, promptly following request therefor, all expenses incurred by such Mandatory Indemnitee in connection with such Proceeding, provided, however, that, if the DGCL requires, an advancement of expenses incurred by a Mandatory Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such Mandatory Indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Mandatory Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Mandatory Indemnitee is not entitled to be

Bylaws of Rhodium Enterprises, Inc.

indemnified for such expenses under this Article VII or otherwise. Such expenses described in the preceding sentence incurred by Optional Indemnitees may also be so paid and advanced upon such terms and conditions, if any, as the Board deems appropriate.

Notwithstanding the foregoing, no advance shall be made by the Corporation to an officer of the Corporation (except by reason of the fact that such officer is or was a director of the Corporation, in which event this paragraph shall not apply) in any Proceeding, if a determination is reasonably and promptly made (i) by a majority vote of directors who were not parties to the Proceeding, even if not a quorum, or (ii) by a committee of such directors designated by a majority of such directors, even though less than a quorum, or (iii) if there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Corporation.

Section 7.07. Contract Rights. The provisions of this Article VII shall be deemed to be a contract right between the Corporation and each Mandatory Indemnatee who serves in any applicable capacity at any time while this Article VII and the relevant provisions of the DGCL or other applicable law are in effect, and any repeal or modification of this Article VII or any such law shall not affect any rights or obligations then existing with respect to any state of facts or Proceeding then existing.

Section 7.08. Merger or Consolidation. For purposes of this Article VII, references to “the Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, fiduciaries and agents, so that any person who is or was a director, officer, employee, fiduciary or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article VII with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

Section 7.09. Effect of Repeal, Amendment or Modification. Any repeal, amendment or modification of this Article VII shall be prospective only and shall not adversely affect any right or protection of, or any limitation of the liability of, any director of the Corporation or other Mandatory Indemnatee existing at, or arising out of facts or incidents occurring prior to, the effective date of such repeal, amendment or modification.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01. Dividends. Subject to limitations contained in the DGCL and the Certificate, the Board may declare and pay dividends upon the shares of capital stock of the Corporation. Dividends may be paid in cash, in shares of the Corporation’s capital stock or in the Corporation’s bonds or property, including the shares or bonds of other corporations or entities, subject to any provisions of law and of the Certificate. Before payment of any dividend, the Board may set aside out of any funds available for dividends such sum or sums as the Board, in its absolute discretion, deems proper as a reserve fund to meet contingencies or for equalizing dividends or to repair or maintain property or to serve such other purposes conducive to the interests of the Corporation

Bylaws of Rhodium Enterprises, Inc.

Section 8.02. Fiscal Year. The fiscal year of the Corporation shall end on December 31 of each year unless otherwise determined by resolution of the Board.

Section 8.03. Seal. The Board, in its discretion, may adopt a corporate seal for the Corporation. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 8.04. Voting of Stock Owned by the Corporation. The Board may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock.

Section 8.05 Notice.

(a) Whenever notice is required to be given by law, the Certificate or these bylaws, such notice may be mailed or given by a form of electronic transmission consented to by the person to whom the notice is given. Any such consent shall be revocable by such person by written notice to the Corporation. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by electronic transmission two consecutive notices in accordance with such consent and (b) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(b) Notice given pursuant to these bylaws shall be deemed given: (i) if mailed, when deposited in the United States mail, postage pre-paid, addressed to the person entitled to such notice at his or her address as it appears on the books and records of the Corporation, (ii) if by facsimile telecommunication, when directed to a number at which such person has consented to receive notice; (iii) if by electronic mail, when directed to an electronic mail address at which such person has consented to receive notice; (iv) if by a posting on an electronic network together with separate notice to such person of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (v) if by any other form of electronic transmission, when directed to such person. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated herein.

(c) For purposes of these bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 8.06. Waiver of Notice. Whenever notice is required to be given by law, the Certificate or these bylaws, a waiver thereof submitted by electronic transmission or in writing signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of an individual at a meeting, in person, by written proxy, or by means of remote communication, shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and the execution by a person of a consent in writing or by electronic transmission in lieu of meeting shall constitute a waiver of notice of the action taken by such consent. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders, directors, or members of a committee of the Board need be specified in any such waiver or notice.

Bylaws of Rhodium Enterprises, Inc.

Section 8.07. Counterparts. The Corporation, through its authorized representatives, the Board and the stockholders shall have the power to execute all instruments, including without limitation, consents of the Board, consents of the stockholders, and agreements of the Corporation, in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile, telecopy or other reproduction of such instrument may be executed by one or more parties thereto, and an executed copy of such instrument may be delivered by one or more parties thereto by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes as of the date first written in such instrument.

Section 8.08. Interpretation. The headings of the Articles and Sections of these bylaws are inserted for convenience only and shall not affect the construction or interpretation of these bylaws. Whenever the words “include,” “includes” or “including” are used in these bylaws, they will be deemed to be followed by the words “without limitation.” Unless the context of a provision of these bylaws requires otherwise, (i) “or” is disjunctive but not necessarily exclusive, (ii) words in the singular include the plural and vice versa, and (iii) the use in these bylaws of a pronoun in reference to a party hereto includes the masculine, feminine or neuter, as the context may require.

Section 8.09. Amendments. These bylaws may be altered, amended or repealed and new bylaws may be adopted by the Corporation’s stockholders, or the Board when such power is conferred upon the Board by the Certificate, at any meeting of stockholders or the Board, as applicable. If the power to adopt, amend or repeal bylaws is conferred upon the Board by the Certificate, it shall not divest or limit the power of the stockholder to adopt, amend or repeal bylaws.

Attachment 2 to Proof of Claim

Standalone Indemnity Agreement

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this “Agreement”) is made and entered into as of February 10, 2023 between Rhodium Enterprises, Inc., a Delaware corporation (the “Company”), and Nicholas P. Cerasuolo (“Indemnatee”).

WHEREAS, directors, officers and other persons (“Representatives”) in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the corporation or business enterprise itself;

WHEREAS, highly competent persons have become more reluctant to serve as Representatives unless they are provided with adequate protection against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the “Board”) has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, (1) the bylaws of the Company (as amended or restated, the “Bylaws”) require indemnification of the officers and directors of the Company, (2) Indemnatee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the “DGCL”) and (3) the Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive and thereby contemplate that contracts may be entered into between the Company and Representatives with respect to indemnification;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnatee thereunder; and

WHEREAS, (1) Indemnatee may not be willing to serve or continue to serve as a Representative without adequate protection, and the Company desires Indemnatee to serve or continue to serve in such capacity and (2) Indemnatee is willing to serve, continue to serve and take on additional service for or on behalf of the Company on the condition that Indemnatee be so indemnified.

NOW, THEREFORE, in consideration of Indemnatee’s agreement to serve as a director or officer from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnatee. Subject to the provisions of Section 9, the Company hereby agrees to hold harmless and indemnify Indemnatee to the fullest extent permitted by law, as such may be amended from time to time, if Indemnatee was or is, or is threatened to be made, a party to, or otherwise becomes involved in, any Proceeding (as hereinafter defined) by reason of Indemnatee's Corporate Status (as hereinafter defined). In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) *Proceedings other than Proceedings by or in the Right of the Company.* Indemnatee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of Indemnatee's Corporate Status, Indemnatee is, or is threatened to be made, a party to or participant in, or otherwise becomes involved in, any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnatee shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnatee, or on Indemnatee's behalf, in connection with such Proceeding or any claim, issue or matter therein, if Indemnatee acted in good faith and in a manner Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe Indemnatee's conduct was unlawful.

(b) *Proceedings by or in the Right of the Company.* Indemnatee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of Indemnatee's Corporate Status, Indemnatee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnatee shall be indemnified against all Expenses actually and reasonably incurred by Indemnatee, or on Indemnatee's behalf, in connection with such Proceeding if Indemnatee acted in good faith and in a manner Indemnatee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnatee shall have been finally adjudged by a court to be liable to the Company unless and only to the extent that the court in which the Proceeding was brought shall determine that Indemnatee is fairly and reasonably entitled to indemnification.

(c) *Indemnification for Expenses of a Party Who is Wholly or Partly Successful.* Notwithstanding any other provision of this Agreement, to the extent that Indemnatee is, by reason of Indemnatee's Corporate Status, a party to or participant in and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, Indemnatee shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by Indemnatee or on Indemnatee's behalf in connection therewith. If Indemnatee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnatee against all Expenses actually and reasonably incurred by Indemnatee or on Indemnatee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 1(c) and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does, to the fullest extent permitted by applicable law, indemnify and hold harmless Indemnatee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnatee or on Indemnatee's behalf if, by reason of Indemnatee's Corporate Status, Indemnatee is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company). The only limitation that shall exist upon the Company's obligations pursuant to this Agreement, other than those set forth in Section 9 hereof, shall be that the Company shall not be obligated to make any payment to Indemnatee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), to the fullest extent permitted by applicable law, the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnatee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnatee. The Company shall not, without the Indemnatee's prior written consent, enter into any such settlement of any action, suit or proceeding (in whole or in part) unless such settlement (i) provides for a full and final release of all claims asserted against Indemnatee and (ii) does not impose any Expense, judgment, fine, penalty or limitation on Indemnatee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnatee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), to the fullest extent permitted by applicable law, the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnatee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which the law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were

motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) To the fullest extent permitted by applicable law, the Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding, and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness, is made (or asked) to respond to discovery requests, or is otherwise asked to participate, in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement (other than Section 9), the Company shall advance, to the extent not prohibited by law, all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding (or part of any Proceeding) not initiated by Indemnitee or any Proceeding initiated by Indemnitee with the prior approval of the Board as provided in Section 9(d), within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee. Any advances pursuant to this Section 5 shall be unsecured and interest free. In accordance with Section 7(d) of this Agreement, advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. This Section 5 shall not apply to claim by Indemnitee for expenses in a matter for which indemnity and advancement of expenses is excluded pursuant to Section 9.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnatee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnatee and is reasonably necessary to determine whether and to what extent Indemnatee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnatee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnatee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnatee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Upon written request by Indemnatee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnatee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (1) by a majority vote of the Disinterested Directors (as hereinafter defined), even though less than a quorum; (2) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum; (3) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnatee; or (4) if so directed by the Board, by the stockholders of the Company; provided, however, that if a Change in Control has occurred, the determination with respect to Indemnatee's entitlement to indemnification shall be made by Independent Counsel. For purposes hereof, Disinterested Directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnatee.

(c) In the event the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected as provided in this Section 6(c). If a Change in Control has not occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to the Indemnatee advising Indemnatee of the identity of the Independent Counsel so selected. Indemnatee may, within 10 days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 12 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the Person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If a Change in Control has occurred, the Independent Counsel shall be selected by the Indemnatee (unless the Indemnatee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and approved by the Board within 20 days after notification by Indemnatee. If (i) an Independent Counsel is to make the determination of entitlement pursuant to this Section 6, and (ii) within 20 days after submission by Indemnatee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected (including as a result of an objection to the selected Independent Counsel), either the Company or Indemnatee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by Indemnatee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a Person

selected by the court or by such other Person as the court shall designate, and the Person with respect to whom all objections are so resolved or the Person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the Person making such determination shall to the fullest extent permitted by law presume that Indemnatee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof to overcome such presumption. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnatee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnatee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnatee has not met the applicable standard of conduct.

(e) Indemnatee shall be deemed to have acted in good faith if Indemnatee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnatee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnatee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnatee has at all times acted in good faith and in a manner Indemnatee reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the Person empowered or selected under this Section 6 to determine whether Indemnatee is entitled to indemnification shall not have made a determination within thirty (30) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall to the fullest extent permitted by law be deemed to have been made and Indemnatee shall be entitled to such indemnification absent (i) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 30-day period may be extended for a reasonable time, not to exceed an additional fifteen (15) days, if the Person making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of

the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the Person making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such Person upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including reasonable attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the Person making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration), it shall to the fullest extent permitted by law be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within thirty (30) days after receipt by the Company of the request for indemnification or (iv) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification, contribution or advancement of Expenses.

Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b). In any judicial proceeding or arbitration commenced pursuant to this Section 7, Indemnitee shall be presumed to be entitled to indemnification under this Agreement and the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and the Company may not refer to, or introduce into evidence, any determination pursuant to Section 6(b) of this Agreement adverse to Indemnitee for any purpose other than to establish its compliance with the terms of this Agreement. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 7, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 5 until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading, in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, incurs costs, in a judicial or arbitration proceeding or otherwise, attempting to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, if any, the Company shall pay on Indemnitee's behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 12 of this Agreement) actually and reasonably incurred by Indemnitee in such efforts, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery, to the fullest extent permitted by applicable law. It is the intent of the Company that, to the fullest extent permitted by applicable law, Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to Indemnitee hereunder.

(e) The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Amended & Restated Certificate of Incorporation of the Company (as amended or restated, the “Charter”), the Bylaws, any agreement, a vote of stockholders, a resolution of directors or otherwise, of the Company. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in Indemnitee’s Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Charter, Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company shall, if commercially reasonable, obtain and maintain in effect during the entire period for which the Company is obligated to indemnify Indemnitee under this Agreement, one or more policies of insurance with reputable insurance companies to provide the directors and officers of the Company with coverage for losses from wrongful acts and omissions and to ensure the Company’s performance of its indemnification obligations under this Agreement. Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such officer or director under such policy or policies. In all such insurance policies, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee with the same rights and benefits as are accorded to the most favorably insured of the Company’s directors and officers. At the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement of Expenses is provided)

hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity or advancement of expenses in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as hereinafter defined), or similar provisions of state statutory law or common law; or

(c) for reimbursement to the Company of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, in each case as required under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act in connection with an accounting restatement of the Company or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act);

(d) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Company has joined in or the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, or (iii) the Proceeding is one to enforce Indemnitee's rights under this Agreement or;

(e) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act.

10. Non-Disclosure of Payments. Except as expressly required by the securities laws of the United States of America or other applicable law, neither party shall disclose any payments under this Agreement unless prior approval of the other party is obtained. If any payment

information must be disclosed, the Company shall afford the Indemnitee an opportunity to review all such disclosures and, if requested, to explain in such statement any mitigating circumstances regarding the events to be reported.

11. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue until and terminate upon the later of (i) ten (10) years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which Indemnitee served at the request of the Company, and (ii) one (1) year after the final termination of any Proceeding (including any rights of appeal thereto) in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any Proceeding commenced by Indemnitee pursuant to Section 7 of this Agreement relating thereto (including any rights of appeal of any Proceeding commenced pursuant to Section 7 of this Agreement). Termination of this Agreement shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any Proceeding (regardless of when such Proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to the time of such termination. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

12. Definitions. For purposes of this Agreement:

(a) “Beneficial Owner” shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(b) “Change in Control” shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person (as defined below), and other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the Beneficial Owner (as defined above), directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company’s then outstanding securities, unless the change in relative Beneficial Ownership of the Company’s securities by any Person results solely from a reduction in the aggregate number of outstanding securities entitled to vote generally in the election of directors;

(ii) Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director

(other than a director designated by a Person who has entered into an agreement with the Company to effect a transaction described in Section 12(b)(i), 12(b)(iii) or 12(b)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

(iii) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity; and

(iv) Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement or series of agreements for the sale or disposition by the Company of all or substantially all of the Company's assets, or, if such approval is not required, the decision by the Board to proceed with such a liquidation, sale, or disposition in one transaction or a series of related transactions.

(c) "Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company, any direct or indirect subsidiary of the Company, or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

(d) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "Enterprise" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, employee, agent or fiduciary.

(f) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(g) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal,

state, local or foreign taxes imposed on Indemnatee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnatee or the amount of judgments or fines against Indemnatee.

(h) “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company or Indemnatee in any matter material to either such party (other than with respect to matters concerning Indemnatee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any Person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnatee in an action to determine Indemnatee’s rights under this Agreement. The Company agrees to pay the reasonable fees and disbursements of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(i) “Person” shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(j) “Proceeding” includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnatee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnatee is or was an officer or director of the Company, by reason of any action taken by Indemnatee or of any inaction on Indemnatee’s part while acting as an officer or director of the Company, or by reason of the fact that Indemnatee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise; in each case whether or not Indemnatee is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnatee pursuant to Section 7 of this Agreement to enforce Indemnatee’s rights under this Agreement.

13. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (ii) such provision or provisions shall be deemed reformed to the fullest extent

necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (iii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnatee indemnification rights to the fullest extent permitted by applicable laws.

14. Enforcement and Binding Effect.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnatee to serve as a director or officer of the Company, and the Company acknowledges that Indemnatee is relying upon this Agreement in serving or continuing to serve as a director or officer of the Company.

(b) Without limiting any of the rights of Indemnatee under the Charter or Bylaws of the Company as they may be amended from time to time, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnatee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise at the Company's request, and shall inure to the benefit of Indemnatee and Indemnatee's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

(d) The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(e) The Company and Indemnatee agree herein that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnatee irreparable harm. Accordingly, the parties hereto agree that Indemnatee may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance, Indemnatee shall not be precluded from seeking or obtaining any other relief to which Indemnatee may be entitled. The Company and Indemnatee further agree that Indemnatee shall be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in

connection therewith. The Company acknowledges that in the absence of a waiver, a bond or undertaking may be required of Indemnitee by the court, and the Company hereby waives any such requirement of such a bond or undertaking.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Addresses for notice to either party are as shown on the signature page of this Agreement, or as subsequently modified by written notice complying with the provisions of this Section 17. Delivery of communications to the Company with respect to this Agreement shall be sent to the attention of the Company's General Counsel.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Usage of Pronouns. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate.


21. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict-of-laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 7 of this Agreement, the

Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, and (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first written above.

RHODIUM ENTERPRISES, INC.

By 

Name: Cameron Blackmon

Title: Authorized Signatory

INDEMNITEE



Name: Nicholas P. Cerasuolo

Address:

4735 Ave. Isla Verde, Apt PHA
Carolina, PR 00979

EXHIBIT B

Creditor Matrix as of March 21, 2025

Label Matrix for local noticing

0541-4

Case 24-90448

Southern District of Texas

Houston

Fri Mar 21 13:03:29 CDT 2025

Imperium Investments Holdings, LLC

c/o Streusand Landon Ozburn & Lemmon LLP

1801 S. Mopac Expressway, #320

Austin, TX 78746-9817

Kurtzman Carson Consultants, LLC dba Verita

222 N Pacific Coast Highway, Suite 300

El Segundo, CA 90245-5614

Rhodium 10MW Sub LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium 30MW LLC

c/o Quinn Emanuel Urquhart & Sullivan

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium Encore Sub LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium JV LLC

c/o Quinn Emanuel Urquhart & Sullivan

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium Renewables Sub LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Tax Appraisal District of Bell County

McCreary Veselka Bragg & Allen PC

Attn: Julie Anne Parsons

PO Box 1269

Round Rock, TX 78680-1269

4

United States Bankruptcy Court

PO Box 61010

Houston, TX 77208-1010

Ad Hoc Group of SAFE Parties

c/o Sarah Link Schultz

Akin Gump Strauss Hauer & Feld LLP

2300 N. Field Street, Suite 1800

Dallas, TX 75201-4675

Jordan HPC LLC

c/o Quinn Emanuel Urquhart & Sullivan

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Quinn Emanuel Urquhart & Sullivan, LLP

c/o Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium 2.0 LLC

c/o Quinn Emanuel Urquhart & Sullivan

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium 30MW Sub LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium Enterprises, Inc.

Quinn Emanuel Urquhart & Sullivan, LLP

c/o Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium Ready Ventures LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium Shared Services LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Temple Green Data, LLC

c/o Jennifer F. Wertz

Jackson Walker LLP

100 Congress Avenue

Suite 1100

Austin, TX 78701-4042

345 Partners SPV2 LLC

108 Baywood Avenue

Hillsborough, CA 94010-6904

Air HPC LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Jordan HPC Sub LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium 10MW LLC

c/o Quinn Emanuel Urquhart & Sullivan

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium 2.0 Sub LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium Encore LLC

2617 Bissonnet St

Ste 234

Houston, TX 77005-1316

Rhodium Industries LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium Renewables LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

Rhodium Technologies LLC

Quinn Emanuel Urquhart & Sullivan, LLP

Attn: Patricia B. Tomasco

700 Louisiana, Suite 3900

Houston, TX 77002-2841

The County of Milam, Texas

c/o McCreary, Veselka, Bragg & Allen

P.O. Box 1269

Round Rock, TX 78680-1269

AFC Development LLC

PO Box 100997

Fort Worth, TX 76185-0997

Arctos Credit LLC
2443 Fillmore Street
Suite 406
San Francisco, CA 94115-1814

Blackmon Holdings, LLC
c/o Streusand Landon Ozburn & Lemmon LLP
1801 S. Mopac Expwy., Suite 320
Austin, Texas 78746-9817

Brennan M Nacol 2015 Irrevocable
Trust
3404 Stratford Hills Lane
Austin, TX 78746-4687

Cameron Blackmon
c/o Streusand Landon Ozburn & Lemmon LLP
1801 S. Mopac Expwy., Suite 320
Austin, Texas 78746-9817

Chase Blackmon
c/o Streusand Landon Ozburn & Lemmon LLP
1801 S. Mopac Expwy., Suite 320
Austin, Texas 78746-9817

Christopher Blackerby
401 Hamilton Crescent
Clearwater, FL 33756-5330

Clark Kemble
1716 Western Avenue
Fort Worth, TX 76107-3850

Colin Hutchings
592 Calle Mar Indico
Dorado, PR 00646-4514

DROip3 LLC
PO Box 1221
Folly Beach, SC 29439-1221

ERS Capital, LLC
530-B Harkle Road
Suite 100
Santa Fe, NM 87505-4739

Elysium Mining, LLC
3115 S 15th Place
Milwaukee, WI 53215-4633

Equity Trust Company Custodian
FBO Valentin Angelkov IRA
26 W Fairbranch Circle
The Woodlands, TX 77382-4413

GR Fairbairn Family Trust
11 W 30th Street
Apt 7R
New York, NY 10001-4400

GRF Tiger Trust
11 W 30th Street
Apt 7R
New York, NY 10001-4400

Gaurav Parikh 2020 Revocable
Trust
32 Johnson Road
Winchester, MA 01890-2252

Grant Fairbairn Revocable Trust
10 Orinda View Road
Orinda, CA 94563-1233

Imperium Investments Holdings, LLC
c/o Streusand Landon Ozburn & Lemmon LLP
1801 S. Mopac Expwy., Suite 320
Austin, Texas 78746-9817

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Jacob Rubin
180 Corte Madera Road
Portola Valley, CA 94028-7815

Jacquelyn B Nacol 2015
Irrevocable Trust
1022 S La Grange Road
La Grange, IL 60525-2845

James M Farrar
2805 Kings Park Lane
Modesto, CA 95355-8681

Jerald and Melody Howe Weintraub
Revocable Living Trust DTD 02/05/98
3527 Mt. Diablo Blvd
Apt 322
Lafayette, CA 94549-3815

Jon Aborn
2150 Broadway
Apt 10B
New York, NY 10023-8260

Jonathan Aborn
2150 Broadway
Apt 10B
New York, NY 10023-8260

Joseph E Thomas
Grant J Thomas
Thomas Whitelaw & Kolegraff LLP
18101 Von Karman Ave
Suite 230
Irvine, CA 92612-7132

KeekBC LLC
PO Box 1221
Folly Beach, SC 29439-1221

LNW Family II, LP
PO Box 100997
Fort Worth, TX 76185-0997

Michael Garrie
210 N Church Street
Unite 3514
Charlotte, NC 28202-2256

Moore Revocable Trust
2687 Union Street
San Francisco, CA 94123-3816

Morrison Park Capital LLC
321 Main Street
Suite 482
Wakefield, MA 01880-7034

Morrison Park Capital LLC
 Anthony Ausiello
 321 Main Street
 Wakefield, MA 01880-5028

NC Fairbairn Family Trust
 11 W 30th Street
 Apt 7R
 New York, NY 10001-4400

NCF Eagle Trust
 11 W 30th Street
 Apt 7R
 New York, NY 10001-4400

NYDIG ABL LLC
 c/o Rachel Kubanda
 Kean Miller LLP
 711 Louisiana Street
 Houston, Texas 77002-2716

Nathan Nichols
 c/o Streusand Landon Ozburn & Lemmon LLP
 1801 S. Mopac Expwy., Suite 320
 Austin, Texas 78746-9817

Nina Claire Fairbairn Revocable Trust
 10 Orinda View Road
 Orinda, CA 94563-1233

Omega Capital Ventures SRL
 Warsaw, Poland 00-277

Pat C Hawkins
 719 Rivercrest Drive
 Fort Worth, TX 76107-1642

Paul Schwarz
 1576 Kittyhawk Lane
 Glenview, IL 60026-7755

Peter Stris
 13115 Espinheira Drive
 Cerritos, CA 90703-7387

Printing Capital I, LP
 445 Adelaid Street W
 Toronto, ON M5V 1T1

Private Investor Club Feeder Fund 2020-G LLC
 6510 Millrock Drive
 Suite 400
 Salt Lake City, UT 84121-5994

Private Investor Club Feeder Fund 2020-H LLC
 111 Isobel Reserves Ln
 Tampa, FL 33613

Proof Capital Alternative Income Fund
 817 Rideau Road SW
 Calgary, Alberta T2S 0S1

R2BMI LLC
 5601 Country Creek Terrace
 Glen Allen, VA 23059-5300

RH Fund II, a series of Telegraph Treehouse, LP
 PO Box 3217
 Seattle, WA 98114-3217

RH Fund II, a series of Telegraph Treehouse, Ross Barbash
 265 Filbert Street
 San Francisco, CA 94133-3203

RH Fund III, a series of Telegraph Treehouse, Ross Barbash
 265 Filbert Street
 San Francisco, CA 94133-3203

Rachana Pathak
 16416 Knoll Stone
 Cerritos, CA 90703-2005

Resolutions Real Estate Services, LLC
 4700 Millenia Blvd.
 Suite 175-90695
 Orlando, FL 32839-6013

Richard Fullerton
 3047 Fillmore Street
 San Francisco, CA 94123-4009

Robert M Spencer
 PO Box 100997
 Fort Worth, TX 76185-0997

Robert T Solvak
 Brandon C Marx
 Foley & Lardner LLP
 2021 McKinney, Suite 1600
 Dallas, TX 75201-3340

Rossano N Wlodawsky and Marnie S Whodawsky Joint Revocable Living Trust
 3535 Salles Ridge Ct
 Midlothian, VA 23113-2028

Scott A Thurman
 4404 Summercrest Court
 Fort Worth, TX 76109-3416

Shane M Blackmon
 2605 Painted Sky Bend
 Leander, TX 78641-4338

Solo Sessions, LLC Profit Sharing Plan
 3404 Stratford Hills Lane
 Austin, TX 78746-4687

Stadlin Group Investments LLC
 27 Turtle Rock Court
 Tiburon, CA 94920-1301

Temple Green Data, LLC
 Jennifer F. Wertz
 Jackson Walker LLP
 100 Congress Avenue, Suite 1100
 Austin, TX 78701-4042

The Goodman Family Trust
 4348 Berrendo Drive
 Sacramento, CA 95864-3120

The Kirk A. Blackmom 2013
Family Trust
3017 Alton Road
Fort Worth, TX 76109-2143

Thomas Lienhart
660 Evening Star Lane
Cincinnati, OH 45220-1423

Transcend Partners Legend
Fund LLC
10 Orinda View Road
Orinda, CA 94563-1233

Trudo T M Letschert, II
Revocable Trust
3762 Beneva Oaks Blvd
Sarasota, FL 34238-2519

US Trustee
Office of the US Trustee
515 Rusk Ave
Ste 3516
Houston, TX 77002-2604

United States Attorney for the
Southern District of Texas
1000 Louisiana
Suite 2300
Houston, Texas 77002-5010

United States Bankruptcy Court
PO Box 61010
Houston, TX 77208-1010

Valley High LP
10 Orinda View Road
Orinda, CA 94563-1233

Victor OConnell
18812 Pinewood Circle
Cerritos, CA 90703-6205

Vida Kick LLC
245 W Loraine Street
Suite 341
Glendale, CA 91202-3177

Whinstone
2721 Charles Martin Hall Road
Rockdale, TX 76567-3088

Wilkins-Duignan 2009 Revocable
Trust
PO Box 7278
Berkeley, CA 94707-0278

William J Kolegraff
Thomas Whitelaw & Kolegraff LLP
18101 Von Karman Ave
Suite 230
Irvine, CA 92612-7132

Christopher H Stadlin Group Investments LLC
c/o Nuti Hart LLP
6232 La Salle Avenue, Suite D
Oakland, CA 94611-2846

Colleen Rosannah Smith
Stris & Maher LLP
1717 K Street NW
Suite 900
Washington, DC 20006-5349

Helen Mitsuko Marsh
Stris & Maher LLP
777 S Figueroa St
Ste 3850
Los Angeles, CA 90017-5838

Joanna Diane Caytas
Quinn Emanuel Urquhart & Sullivan, LLP
700 Louisiana Street
Suite 3900
Houston, TX 77002-2841

Patricia B. Tomasco
Quinn Emanuel Urquhart & Sullivan
700 Louisiana St.
Suite 3900
Houston, TX 77002-2841

Shane M. Blackmon
c/o Chamberlain Hrdlicka
Attention: Bankruptcy Dept.
1200 Smith Street, Suite 1400
Houston, TX 77002-4496

Vincent Paul Schmeltz III
Barnes Thornburg, LLP
One North Wacker Drive
Suite 4400
Chicago, IL 60606-2841

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Internal Revenue Service
1919 Smith Street
Houston, Texas 77002

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)B. Riley Securities, Inc.

(u)BDO Consulting Group LLC

(u)Barnes & Thornburg LLP

(u)Cross the River LLC

(u)DLT Data Center 1 LLC (DLT 1)

(u)Elysium Mining LLC

(u)GR Fairbairn Family Trust

(u)GRF Tiger Trust

(u)Galaxy Digital, LLC

(u)Grant Fairbairn Revocable Trust

(u)Gray Reed

(u)MP2 Energy Texas, LLC d/b/a Shell Energy S

(u)NC Fairbairn Family Trust

(u)NCF Eagle Trust

(u)New York Digital Investment Group, LLC

(u)Nina Claire Fairbairn Revocable Trust

(u)Official Committee of Unsecured Creditors

(u)Private Investor Club Feeder Fund 2020-G L

(u)Private Investor Club Feeder Fund 2020-H L

(u)Province, LLC

(u)RH Fund I

(u)RH Fund II

(u)RH Fund III

(u)Ropes & Gray LLP

(u)Stris & Maher LLP

(u)Transcend Partners Legend Fund LLC

(u)Trine Mining, LLC

(u)Valley High LP

(u)Whinstone US, Inc.

(d)US Trustee
Office of the US Trustee
515 Rusk Ave
Suite 3516
Houston, TX 77002-2604

(u)Arkady Goldinstein

End of Label Matrix

Mailable recipients 109

Bypassed recipients 31

Total 140

EXHIBIT C

BNC Certificate of Mailing [ECF No. 142] (Service of 341 Meeting Notice)

Information to identify the case:

Debtor Rhodium Encore LLC EIN: __-__-____
 Name
 United States Bankruptcy Court Southern District of Texas Date case filed for chapter: 11 8/24/24
 Case number: 24-90448

Official Form 309F1 (For Corporations or Partnerships)**Notice of Chapter 11 Bankruptcy Case**

10/20

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors and debtors, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <https://pacer.uscourts.gov>).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name	Rhodium Encore LLC	
2. All other names used in the last 8 years		
3. Address	c/o Quinn Emanuel Urquhart & Sullivan c/o Patricia B. Tomasco 700 Louisiana, Suite 3900 Houston, TX 77002 UNITED STATES	
4. Debtor's attorney Name and address	Patricia B. Tomasco Quinn Emanuel Urquhart & Sullivan 700 Louisiana St. Suite 3900 Houston, TX 77002	Contact phone 713-221-7000 Email: pattytomasco@quinnemanuel.com
5. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov .	United States Bankruptcy Court PO Box 61010 Houston, TX 77208	Hours open: 8:00 am – 5:00 pm Monday through Friday Contact phone (713) 250-5500 Date: 9/12/24
6. Meeting of creditors The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.	October 2, 2024 at 01:00 PM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location: Telephone Conference, Call 866-707-5468, passcode 6166997 For additional meeting information go to www.justice.gov/ust/moc .

For more information, see page 2 >

Debtor **Rhodium Encore LLC**Case number **24-90448**

7. Proof of claim deadline	<p>Deadline for filing proof of claim:</p> <p>For all creditors (except a governmental unit): 12/31/24</p> <p>For a governmental unit: 3/10/25</p> <p>A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office.</p> <p>Your claim will be allowed in the amount scheduled unless:</p> <ul style="list-style-type: none"> • your claim is designated as <i>disputed</i>, <i>contingent</i>, or <i>unliquidated</i>; • you file a proof of claim in a different amount; or • you receive another notice. <p>If your claim is not scheduled or if your claim is designated as <i>disputed</i>, <i>contingent</i>, or <i>unliquidated</i>, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.</p> <p>You may review the schedules at the bankruptcy clerk's office or online at https://pacer.uscourts.gov.</p> <p>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p>
8. Exception to discharge deadline The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.	<p>If § 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below.</p> <p>Deadline for filing the complaint: _____</p>
9. Creditors with a foreign address	<p>If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>
10. Filing a Chapter 11 bankruptcy case	<p>Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.</p>
11. Discharge of debts	<p>Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge and § 523(c) applies to your claim, you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.</p>

United States Bankruptcy Court
Southern District of Texas

In re:
Rhodium Encore LLC
Debtor

Case No. 24-90448-arp
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Sep 12, 2024

User: ADIuser
Form ID: 309F1

Page 1 of 5
Total Noticed: 84

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
##	Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 14, 2024:

Recip ID	Recipient Name and Address
db	+ Rhodium Encore LLC, c/o Quinn Emanuel Urquhart & Sullivan, c/o Patricia B. Tomasco, 700 Louisiana, Suite 3900, Houston, TX 77002 UNITED STATES 77002-2841
aty	+ Brandon Christopher Marx, Foley & Lardner LLP, 2021 McKinney Avenue, Suite 1600, Dallas, TX 75201-3340
aty	+ Christopher H Hart, Nuti Hart LLP, 6232 La Salle Ave, Ste D, Oakland, CA 94611-2847
aty	+ Christopher Ross Travis, Office of the United States Trustee, 515 Rusk Street, Ste 3516, Houston, TX 77002-2604
aty	+ Ha Minh Nguyen, Office of the United States Trustee, 515 Rusk St, Ste 3516, Houston, TX 77002-2604
aty	+ Jennifer F Wertz, Jackson Walker LLP, 100 Congress Ave, Suite 1100, Austin, TX 78701-4042
aty	+ Joanna Diane Caytas, Quinn Emanuel Urquhart & Sullivan, LLP, 700 Louisiana Street, Suite 3900, Houston, TX 77002-2841
aty	+ Jonathan Michael Thomas, Foley & Lardner LLP, 2021 McKinney Avenue, Ste 1600, Dallas, TX 75201-3340
aty	+ Mark C. Moore, Foley & Lardner LLP, 2021 McKinney Avenue, Suite 1600, Dallas, TX 75201-3340
aty	+ Michael Kevin Riordan, Chamberlain, Hrdlicka, White, Williams &, 1200 Smith Street, Suite 1400, Houston, TX 77002-4496
aty	+ Paul Marc Rosenblatt, Kilpatrick Stockton LLP, 1100 Peachtree St NE, Ste 2800, Atlanta, GA 30309-4530
aty	+ Robert T. Slovak, Gardere Wynne et al, 2021 McKinney Avenue, 3000 Thanksgiving Tower, 1601 Elm Street Dallas, TX 75201-4701
aty	+ Ryan Coel Wooten, Orrick Herrington Sutcliffe LLP, 609 Main St, 40th Floor, Houston, TX 77002-3172
aty	+ Steven C. Lockhart, Gardere Wynne et al, 2021 McKinney Avenue, 3000 Thanksgiving Tower, 1601 Elm Street Dallas, TX 75201-4701
aty	+ Tara T. LeDay, Chamberlain Hrdlicka, 1200 Smith Street, 14th Floor, Houston, TX 77002-4317
cr	+ Christopher H Stadlin Group Investments LLC, c/o Nuti Hart LLP, 6232 La Salle Avenue, Suite D, Oakland, CA 94611, UNITED STATES 94611-2847
op	+ Kurtzman Carson Consultants, LLC dba Verita Global, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245, UNITED STATES 90245-5614
cr	+ Shane M. Blackmon, c/o Chamberlain Hrdlicka, Attention: Bankruptcy Dept., 1200 Smith Street, Suite 1400, Houston, TX 77002-4496
cr	+ Temple Green Data, LLC, c/o Jennifer F. Wertz, Jackson Walker LLP, 100 Congress Avenue, Suite 1100 Austin, TX 78701-4042
12756099	+ 345 Partners SPV2 LLC, 108 Baywood Avenue, Hillsborough, CA 94010-6904
12756087	+ AFC Development LLC, PO Box 100997, Fort Worth, TX 76185-0997
12756062	+ Arctos Credit LLC, 2443 Fillmore Street, Suite 406, San Francisco, CA 94115-1814
12756063	+ Brennan M Nacol 2015 Irrevocable, Trust, 3404 Stratford Hills Lane, Austin, TX 78746-4687
12756074	+ Christopher Blackerby, 401 Hamilton Crescent, Clearwater, FL 33756-5330
12756092	+ Clark Kemble, 1716 Western Avenue, Fort Worth, TX 76107-3850
12756064	+ DROip3 LLC, PO Box 1221, Folly Beach, SC 29439-1221
12756097	+ ERS Capital, LLC, 530-B Harkle Road, Suite 100, Santa Fe, NM 87505-4739
12756081	+ Elysium Mining, LLC, 3115 S 15th Place, Milwaukee, WI 53215-4633
12756085	+ Equity Trust Company Custodian, FBO Valentin Angelkov IRA, 26 W Fairbranch Circle, The Woodlands, TX 77382-4413
12756107	+ GR Fairbairn Family Trust, 11 W 30th Street, Apt 7R, New York, NY 10001-4400
12756108	+ GRF Tiger Trust, 11 W 30th Street, Apt 7R, New York, NY 10001-4400
12756067	+ Gaurav Parikh 2020 Revocable, Trust, 32 Johnson Road, Winchester, MA 01890-2252
12756100	+ Grant Fairbairn Revocable Trust, 10 Orinda View Road, Orinda, CA 94563-1233
12756075	+ Jacquelyn B Nacol 2015, Irrevocable Trust, 1022 S La Grange Road, La Grange, IL 60525-2845
12756106	+ Jerald and Melody Howe Weintraub, Revocable Living Trust DTD 02/05/98, 3527 Mt. Diablo Blvd, Apt 322, Lafayette, CA 94549-3815
12756098	+ Jon Aborn, 2150 Broadway, Apt 10B, New York, NY 10023-8260
12756111	+ Jonathan Aborn, 2150 Broadway, Apt 10B, New York, NY 10023-8260
12756124	+ Joseph E Thomas, Grant J Thomas, Thomas Whitelaw & Kolegraff LLP, 18101 Von Karman Ave, Suite 230 Irvine, CA 92612-7132
12756065	+ KeekBC LLC, PO Box 1221, Folly Beach, SC 29439-1221
12756118	+ Michael Garrie, 210 N Church Street, Unite 3514, Charlotte, NC 28202-2256
12756101	+ Moore Revocable Trust, 2687 Union Street, San Francisco, CA 94123-3816
12756066	+ Morrison Park Capital LLC, 321 Main Street, Suite 482, Wakefield, MA 01880-7034

District/off: 0541-4
Date Rcvd: Sep 12, 2024

User: ADIuser
Form ID: 309F1

Page 2 of 5
Total Noticed: 84

12756109 + NC Fairbairn Family Trust, 11 W 30th Street, Apt 7R, New York, NY 10001-4400
12756110 + NCF Eagle Trust, 11 W 30th Street, Apt 7R, New York, NY 10001-4400
12756102 + Nina Claire Fairbairn Revocable, Trust, 10 Orinda View Road, Orinda, CA 94563-1233
12756091 Omega Capital Ventures SRL, Warsaw, Poland 00-277
12756089 Pat C Hawkins, 719 Rivercrest Drive, Fort Worth, TX 76107-1642
12756116 + Paul Schwarz, 1576 Kittyhawk Lane, Glenview, IL 60026-7755
12756103 + Peter Stris, 13115 Espinheira Drive, Cerritos, CA 90703-7387
12756086 Printing Capital I, LP, 445 Adelaide Street W, Toronto, ON M5V 1T1
12756070 Private Investor Club Feeder, Fund 2020-H LLC, 111 Isobel Reserves Ln, Tampa, FL 33613
12756071 Proof Capital Alternative Income, Fund, 817 Rideau Road SW, Calgary, Alberta T2S 0S1
12756072 + R2BMI LLC, 5601 Country Creek Terrace, Glen Allen, VA 23059-5300
12756078 + RH Fund II, a series of, Telegraph Treehouse, LP, PO Box 3217, Seattle, WA 98114-3217
12756114 + Rachana Pathak, 16416 Knoll Stone, Cerritos, CA 90703-2005
12756073 + Resolutions Real Estate, Services, LLC, 4700 Millenia Blvd., Suite 175-90695, Orlando, FL 32839-6013
12756112 + Richard Fullerton, 3047 Fillmore Street, San Francisco, CA 94123-4009
12756088 + Robert M Spencer, PO Box 100997, Fort Worth, TX 76185-0997
12756120 + Robert T Solvak, Brandon C Marx, Foley & Lardner LLP, 2021 McKinney, Suite 1600, Dallas, TX 75201-3340
12756069 + Rossano N Wlodawsky and Marnie, S Whodawsky Joint Revocable Living, Trust, 3535 Salles Ridge Ct, Midlothian, VA 23113-2028
12756090 + Scott A Thurman, 4404 Summercrest Court, Fort Worth, TX 76109-3416
12756094 + Shane M Blackmon, 2605 Painted Sky Bend, Leander, TX 78641-4338
12756068 + Solo Sessions, LLC Profit, Sharing Plan, 3404 Stratford Hills Lane, Austin, TX 78746-4687
12756082 + Stadlin Group Investments LLC, 27 Turtle Rock Court, Tiburon, CA 94920-1301
12756095 + The Goodman Family Trust, 4348 Berrendo Drive, Sacramento, CA 95864-3120
12756096 + The Kirk A. Blackmom 2013, Family Trust, 3017 Alton Road, Fort Worth, TX 76109-2143
12756080 + Thomas Lienhart, 660 Evening Star Lane, Cincinnati, OH 45220-1423
12756104 + Transcend Partners Legend, Fund LLC, 10 Orinda View Road, Orinda, CA 94563-1233
12756093 + Trudo T M Letschert, II, Revocable Trust, 3762 Beneva Oaks Blvd, Sarasota, FL 34238-2519
12758292 + United States Attorney for the, Southern District of Texas, 1000 Louisiana, Suite 2300, Houston, Texas 77002-5010
12756121 United States Bankruptcy Court, PO Box 61010, Houston, TX 77208-1010
12756105 + Valley High LP, 10 Orinda View Road, Orinda, CA 94563-1233
12756113 + Victor OConnell, 18812 Pinewood Circle, Cerritos, CA 90703-6205
12756119 + Whinstone, 2721 Charles Martin Hall Road, Rockdale, TX 76567-3088
12756117 + Wilkins-Duignan 2009 Revocable, Trust, PO Box 7278, Berkeley, CA 94707-0278
12756123 + William J Kolegraff, Thomas Whitelaw & Kolegraff LLP, 18101 Von Karman Ave, Suite 230, Irvine, CA 92612-7132

TOTAL: 76

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
aty	+ Email/Text: acarson@grayreed.com	Sep 12 2024 20:09:00	Amber Michelle Carson, Gray Reed & McGraw LLP, 1601 Elm St, Ste 4600, Dallas, TX 75201-7212
aty	+ Email/Text: kccnoticing@kccllc.com	Sep 12 2024 20:09:00	Evan Gershbein, Kcc LLC DbA Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245-5614
aty	+ Email/Text: julie.parsons@mvalaw.com	Sep 12 2024 20:09:00	Julie Anne Parsons, McCreary Veselka Bragg & Allen PC, PO Box 1269, Round Rock, TX 78680-1269
aty	Email/Text: pattytomasco@quinnemanuel.com	Sep 12 2024 20:09:00	Patricia B. Tomasco, Quinn Emanuel Urquhart & Sullivan, 700 Louisiana St., Suite 3900, Houston, TX 77002
cr	Email/Text: julie.parsons@mvalaw.com	Sep 12 2024 20:09:00	Tax Appraisal District of Bell County, McCreary Veselka Bragg & Allen PC, Attn: Julie Anne Parsons, PO Box 1269, Round Rock, TX 78680-1269
cr	Email/Text: julie.parsons@mvalaw.com	Sep 12 2024 20:09:00	The County of Milam, Texas, c/o McCreary, Veselka, Bragg & Allen, P.O. Box 1269, Round Rock, TX 78680-1269
12758293	EDI: IRS.COM	Sep 13 2024 00:00:00	Internal Revenue Service, 1919 Smith Street, Houston, Texas 77002

District/off: 0541-4
Date Rcvd: Sep 12, 2024

User: ADIuser
Form ID: 309F1

Page 3 of 5
Total Noticed: 84

12756122 Email/Text: ustregion07.hu.ecf@usdoj.gov

Sep 12 2024 20:10:00

US Trustee, Office of the US Trustee, 515 Rusk Ave, Suite 3516, Houston, TX 77002-2604

TOTAL: 8

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		GR Fairbairn Family Trust
cr		GRF Tiger Trust
intp		Galaxy Digital, LLC
cr		Grant Fairbairn Revocable Trust
cr		NC Fairbairn Family Trust
cr		NCF Eagle Trust
cr		Nina Claire Fairbairn Revocable Trust
cr		Private Investor Club Feeder Fund 2020-G LLC
cr		Private Investor Club Feeder Fund 2020-H LLC
cr		Transcend Partners Legend Fund LLC
cr		Valley High LP
cr		Whinstone US, Inc.
ust	*+	US Trustee, Office of the US Trustee, 515 Rusk Ave, Ste 3516, Houston, TX 77002-2604
12756077	##	Colin Hutchings, 592 Calle Mar Indico, Dorado, PR 00646-4514
12756115	##+	Jacob Rubin, 180 Corte Madera Road, Portola Valley, CA 94028-7815
12756076	##+	James M Farrar, 2805 Kings Park Lane, Modesto, CA 95355-8681
12756083	##+	LNW Family II, LP, PO Box 100997, Fort Worth, TX 76185-0997
12756084	##+	Private Investor Club Feeder, Fund 2020-G LLC, 6510 Millrock Drive, Suite 400, Salt Lake City, UT 84121-5994
12756079	##+	Vida Kick LLC, 245 W Loraine Street, Suite 341, Glendale, CA 91202-3177

TOTAL: 12 Undeliverable, 1 Duplicate, 6 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 14, 2024

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 11, 2024 at the address(es) listed below:

Name	Email Address
Amber Michelle Carson	on behalf of Creditor Private Investor Club Feeder Fund 2020-G LLC acarson@grayreed.com
Amber Michelle Carson	on behalf of Creditor Private Investor Club Feeder Fund 2020-H LLC acarson@grayreed.com
Brandon Christopher Marx	on behalf of Creditor Whinstone US Inc. bmarx@foley.com
Christopher H Hart	on behalf of Creditor Christopher H Stadlin Group Investments LLC chart@nutihart.com

District/off: 0541-4
Date Rcvd: Sep 12, 2024

User: ADIuser
Form ID: 309F1

Page 4 of 5
Total Noticed: 84

Christopher Ross Travis
on behalf of U.S. Trustee US Trustee C.Ross.Travis@usdoj.gov

Evan Gershbein
on behalf of Other Prof. Kurtzman Carson Consultants LLC dba Verita Global ECFpleadings@kccllc.com, ecfpleadings@kccllc.com

Ha Minh Nguyen
on behalf of U.S. Trustee US Trustee ha.nguyen@usdoj.gov

Jennifer F Wertz
on behalf of Creditor Temple Green Data LLC jwertz@jw.com, kgradney@jw.com;jpupo@jw.com;steso@jw.com;dduhon@jw.com

Joanna Diane Caytas
on behalf of Debtor Rhodium Encore LLC joannacaytas@quinnemanuel.com joanna-caytas-8224@ecf.pacerpro.com

Jonathan Michael Thomas
on behalf of Creditor Whinstone US Inc. jmthomas@foley.com

Julie Anne Parsons
on behalf of Creditor The County of Milam Texas jparsons@mvbalaw.com, vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com

Julie Anne Parsons
on behalf of Creditor Tax Appraisal District of Bell County jparsons@mvbalaw.com vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com

Mark C. Moore
on behalf of Creditor Whinstone US Inc. mmoore@foley.com, roxana.gutierrez@foley.com;mark-moore-8735@ecf.pacerpro.com

Michael Kevin Riordan
on behalf of Creditor Shane M. Blackmon michael.riordan@chamberlainlaw.com rdiep@foley.com;mike-riordan-8644@ecf.pacerpro.com

Patricia B. Tomasco
on behalf of Debtor Rhodium 2.0 LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium Shared Services LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium 30MW Sub LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium 2.0 Sub LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Air HPC LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium Renewables LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium 10MW Sub LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium 10MW LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium 30MW LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium Encore LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium Ready Ventures LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

Patricia B. Tomasco
on behalf of Debtor Rhodium Encore Sub LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com

District/off: 0541-4
Date Rcvd: Sep 12, 2024

User: ADIuser
Form ID: 309F1

Page 5 of 5
Total Noticed: 84

Patricia B. Tomasco	on behalf of Debtor Rhodium Technologies LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com
Patricia B. Tomasco	on behalf of Debtor Rhodium JV LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com
Patricia B. Tomasco	on behalf of Debtor Jordan HPC LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com
Patricia B. Tomasco	on behalf of Debtor Rhodium Enterprises Inc. pattytomasco@quinnemanuel.com, barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com
Patricia B. Tomasco	on behalf of Debtor Rhodium Industries LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com
Patricia B. Tomasco	on behalf of Debtor Rhodium Renewables Sub LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com
Patricia B. Tomasco	on behalf of Debtor Jordan HPC Sub LLC pattytomasco@quinnemanuel.com barbarahowell@quinnemanuel.com;angelarodriguez@quinnemanuel.com
Paul Marc Rosenblatt	on behalf of Creditor GRF Tiger Trust prosenblatt@kilpatricktownsend.com jrisener@kilpatricktownsend.com;jborey@kilpatricktownsend.com
Paul Marc Rosenblatt	on behalf of Creditor Grant Fairbairn Revocable Trust prosenblatt@kilpatricktownsend.com jrisener@kilpatricktownsend.com;jborey@kilpatricktownsend.com
Paul Marc Rosenblatt	on behalf of Creditor GR Fairbairn Family Trust prosenblatt@kilpatricktownsend.com jrisener@kilpatricktownsend.com;jborey@kilpatricktownsend.com
Paul Marc Rosenblatt	on behalf of Creditor Valley High LP prosenblatt@kilpatricktownsend.com jrisener@kilpatricktownsend.com;jborey@kilpatricktownsend.com
Paul Marc Rosenblatt	on behalf of Creditor NCF Eagle Trust prosenblatt@kilpatricktownsend.com jrisener@kilpatricktownsend.com;jborey@kilpatricktownsend.com
Paul Marc Rosenblatt	on behalf of Creditor Nina Claire Fairbairn Revocable Trust prosenblatt@kilpatricktownsend.com jrisener@kilpatricktownsend.com;jborey@kilpatricktownsend.com
Paul Marc Rosenblatt	on behalf of Creditor Transcend Partners Legend Fund LLC prosenblatt@kilpatricktownsend.com jrisener@kilpatricktownsend.com;jborey@kilpatricktownsend.com
Paul Marc Rosenblatt	on behalf of Creditor NC Fairbairn Family Trust prosenblatt@kilpatricktownsend.com jrisener@kilpatricktownsend.com;jborey@kilpatricktownsend.com
Robert T. Slovak	on behalf of Creditor Whinstone US Inc. rslovak@foley.com
Ryan Coel Wooten	on behalf of Interested Party Galaxy Digital LLC rwooten@orrick.com, casestream@ecf.courtdrive.com
Steven C. Lockhart	on behalf of Creditor Whinstone US Inc. slockhart@foley.com
Tara T. LeDay	on behalf of Creditor Shane M. Blackmon TARA.LEDAY@CHAMBERLAINLAW.COM tara.leday@mvbalaw.com;lara.coleman@chamberlainlaw.com;valerie.herrera@chamberlainlaw.com;vcovington@mvbalaw.com; aging@mvbalaw.com;pbowers@mvbalaw.com;lgordon@mvbalaw.com;bankruptcy@mvbalaw.com;Crystal.eudy@mvb
US Trustee	USTPRegion07.HU.ECF@USDOJ.GOV
TOTAL: 46	

EXHIBIT D

Certificate of Service [ECF No. 344] (Service of Bar Date Order)

**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)
	§	

CERTIFICATE OF SERVICE

I, Alejandro Guerra, depose and say that I am employed by Kurtzman Carson Consultants LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On October 18, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Order (I) Setting Bar Dates for Filing Proofs of Claim, (II) Approving the Form of Proofs of Claim and the Manner of Filing, (III) Approving Notice of Bar Dates, and (IV) Granting Related Relief** [Docket No. 284]
- **Application of Debtors for Entry of an Order Authorizing Retention and Appointment of BDO USA, P.C. as Financial Advisor to the Special Committee of the Rhodium Enterprises, Inc. Board of Directors Effective as of October 9, 2024** [Docket No. 286]

(Continued on Next Page)

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



249044824102500000000007

- **Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of B. Riley Securities, Inc. as Financial Advisor and Investment Banker to the Debtors and Debtors in Possession Effective as of the Petition Date and (II) Granting Related Relief [Docket No. 287]**

Dated: October 25, 2024

/s/ Alejandro Guerra
Alejandro Guerra
Verita
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A

Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Creditor	Brandon and Clark, Inc.	Monica Lara	mlara@brandonclark.com
Counsel for Shane M. Blackmon	Chamberlain, Hrdlicka, White, Williams & Aughtry, P.C.	Tara T LeDay and Michael K. Riordan	tara.leday@chamberlainlaw.com; michael.riordan@chamberlainlaw.com
Counsel for MP2 Energy Texas, LLC d/b/a Shell Energy Solutions	Cokinos Young	Craig E. Power, Reagan H. "Tres" Gibbs, III and Emma P. Myles	cpower@cokinoslaw.com; emyles@cokinoslaw.com
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	attorney.general@state.de.us
Counsel for Whinstone US, Inc.	Foley & Lardner LLP	Robert T Slovak, Steven C Lockhart, J Michael Thomas, Mark C Moore, Brandon C Marx	rslovak@foley.com; slockhart@foley.com; jmthomas@foley.com; mmoore@foley.com; bmarx@foley.com
Counsel for Private Investor Club Feeder Fund 2020-G LLC and Private Investor Club Feeder Fund 2020-H LLC	Gray Reed	Jason S Brookner, Amber M Carson	jbrookner@grayreed.com; acarson@grayreed.com
Counsel for Temple Green Data, LLC	Jackson Walker LLP	Jennifer Wertz, Beau Butler	jwertz@jw.com; bbutler@jw.com
Top 20 Creditor	Kirkland & Ellis LLP	Matthew Pacey	matt.pacey@kirkland.com
Counsel for The County of Milam, Texas and the Tax Appraisal District of Bell County	McCreary, Veselka, Bragg & Allen, P.C.	Julie Anne Parson	jparsons@mvbalaw.com
Counsel for the Transcend Group (Transcend Partners Legend Fund LLC; Valley High LP; GR Fairbairn Family Trust; Grant Fairbairn Revocable Trust; Nina Claire Fairbairn Revocable Trust; NCF Eagle Trust; GRF Tiger Trust; and NC Fairbairn Family Trust)	Munsch Hardt Kopf & Harr, P.C.	Brenda L. Funk, John D. Cornwell	bfunk@munsch.com; jcornwell@munsch.com
Counsel for DLT Data Center 1 LLC	Olshan Frome Wolosky LLP	Michael Fox, Jonathan Koevary	jkoevary@olshanlaw.com
Counsel for Galaxy Digital, LLC, in its capacity as DIP Agent, for itself and on behalf of the DIP Lenders	Orrick, Herrington & Sutcliffe LLP	Robert Trust, Mark Franke, Brandon Batzel	rtrust@orrick.com; mfranke@orrick.com; bbatzel@orrick.com
Counsel for Galaxy Digital, LLC, in its capacity as DIP Agent, for itself and on behalf of the DIP Lenders	Orrick, Herrington & Sutcliffe LLP	Ryan Wooten	rwooten@orrick.com
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	bankruptcytax@oag.texas.gov; communications@oag.texas.gov
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.bankruptcy@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Ha Minh Nguyen, Christopher Ross Travis	ha.nguyen@usdoj.gov; c.ross.travis@usdoj.gov

Exhibit B

Exhibit B**Master Service List
Served via First Class Mail**

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Delaware Division of Revenue	Delaware Division of Revenue Bankruptcy Service	Division of Revenue/Bankruptcy Services	820 N French St 8th Floor	Carvel State Building	Wilmington	DE	19801
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528

EXHIBIT E

Certificate of Service [ECF No. 355] (Service of Bar Date Notice)

**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)
	§	
	§	
	§	

CERTIFICATE OF SERVICE

I, Andrew Hennen, depose and say that I am employed by Kurtzman Carson Consultants LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtors in the above-captioned case.

On October 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service lists attached hereto as **Exhibit A**, **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Notice of Deadlines for the Filing of Proofs of Claim** [substantially in the form of Exhibit 2 to Docket No. 284]
- **Official Form 410 Proof of Claim** [substantially in the form of Exhibit 1 to Docket No. 284]

Furthermore, on October 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit E**; and via First Class Mail upon the service lists attached hereto as **Exhibit F** and **Exhibit G**:

(Continued on Next Page)

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



24904482410290000000000006

- **Notice of Deadlines for the Filing of Proofs of Claim** [substantially in the form of Exhibit 2 to Docket No. 284]
- [Customized] **Official Form 410 Proof of Claim** [substantially in the form of Exhibit 1 to Docket No. 284]

Dated: October 29, 2024

/s/ Andrew Hennen
Andrew Hennen
Verita
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A

Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Creditor	Brandon and Clark, Inc.	Monica Lara	mlara@brandonclark.com
Counsel for Shane M. Blackmon	Chamberlain, Hrdlicka, White, Williams & Aughtry, P.C.	Tara T LeDay and Michael K. Riordan	tara.leday@chamberlainlaw.com; michael.riordan@chamberlainlaw.com
Counsel for MP2 Energy Texas, LLC d/b/a Shell Energy Solutions	Cokinos Young	Craig E. Power, Reagan H. "Tres" Gibbs, III and Emma P. Myles	cpower@cokinoslaw.com; tgibbs@cokinoslaw.com; emyles@cokinoslaw.com
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	attorney_general@state.de.us
Counsel for Whinstone US, Inc.	Foley & Lardner LLP	Robert T Slovak, Steven C Lockhart, J Michael Thomas, Mark C Moore, Brandon C Marx	rslovak@foley.com; slockhart@foley.com; jmthomas@foley.com; mmoore@foley.com; bmarx@foley.com
Counsel for Private Investor Club Feeder Fund 2020-G LLC and Private Investor Club Feeder Fund 2020-H LLC	Gray Reed	Jason S Brookner, Amber M Carson	jbrookner@grayreed.com; acarson@grayreed.com
Counsel for Temple Green Data, LLC	Jackson Walker LLP	Jennifer Wertz, Beau Butler	jwertz@jw.com; bbutler@jw.com
Top 20 Creditor	Kirkland & Ellis LLP	Matthew Pacey	matt.pacey@kirkland.com
Counsel for The County of Milam, Texas and the Tax Appraisal District of Bell County	McCreary, Veselka, Bragg & Allen, P.C.	Julie Anne Parson	jparsons@mvbalaw.com
Counsel for the Transcend Group (Transcend Partners Legend Fund LLC; Valley High LP; GR Fairbairn Family Trust; Grant Fairbairn Revocable Trust; Nina Claire Fairbairn Revocable Trust; NCF Eagle Trust; GRF Tiger Trust; and NC Fairbairn Family Trust)	Munsch Hardt Kopf & Harr, P.C.	Brenda L. Funk, John D. Cornwell	bfunk@munsch.com; jcornwell@munsch.com
Counsel for DLT Data Center 1 LLC	Olshan Frome Wolosky LLP	Michael Fox, Jonathan Koevary	jkoevary@olshanlaw.com
Counsel for Galaxy Digital, LLC, in its capacity as DIP Agent, for itself and on behalf of the DIP Lenders	Orrick, Herrington & Sutcliffe LLP	Robert Trust, Mark Franke, Brandon Batzel	rtrust@orrick.com; mfranke@orrick.com; bbatzel@orrick.com
Counsel for Galaxy Digital, LLC, in its capacity as DIP Agent, for itself and on behalf of the DIP Lenders	Orrick, Herrington & Sutcliffe LLP	Ryan Wooten	rwooten@orrick.com
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	bankruptcytax@oag.texas.gov; communications@oag.texas.gov
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.bankruptcy@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Ha Minh Nguyen, Christopher Ross Travis	ha.nguyen@usdoj.gov; c.ross.travis@usdoj.gov

Exhibit B

Creditor Matrix Service List
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Peter Wilson		Address on File

Exhibit C

Exhibit C

Master Service List

Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Top 20 Creditor	Brandon and Clark, Inc.	Monica Lara	3623 Interstate 27		Lubbock	TX	79404	
Counsel for Shane M. Blackmon	Chamberlain, Hrdlicka, White, Williams & Aughtry, P.C.	Tara T LeDay and Michael K. Riordan	1200 Smith St, Ste 1400		Houston	TX	77002	
Counsel for MP2 Energy Texas, LLC d/b/a Shell Energy Solutions	Cokinos Young	Craig E. Power, Reagan H. "Tres" Gibbs, III and Emma P. Myles	Four Houston Center	1221 Lamar Street, 16th Floor	Houston	TX	77010	
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.	Wilmington	DE	19801	
Delaware Division of Revenue	Delaware Division of Revenue Bankruptcy Service	Division of Revenue/Bankruptcy Services	820 N French St 8th Floor	Carvel State Building	Wilmington	DE	19801	
Counsel for Whinstone US, Inc.	Foley & Lardner LLP	Robert T Slovak, Steven C Lockhart, J Michael Thomas, Mark C Moore, Brandon C Marx	2021 McKinney Ave, Ste 1600		Dallas	TX	75201	
Counsel for Private Investor Club Feeder Fund 2020-G LLC and Private Investor Club Feeder Fund 2020-H LLC	Gray Reed	Jason S Brookner, Amber M Carson	1300 Post Oak Blvd, Ste 2000		Houston	TX	77056	
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346	
Counsel for Temple Green Data, LLC	Jackson Walker LLP	Jennifer Wertz, Beau Butler	100 Congress Ave, Ste 1100		Austin	TX	78701	
Top 20 Creditor	Kirkland & Ellis LLP	Matthew Pacey	609 Main St		Houston	TX	77002	
Counsel for The County of Milam, Texas and the Tax Appraisal District of Bell County	McCreary, Veselka, Bragg & Allen, P.C.	Julie Anne Parson	PO Box 1269		Round Rock	TX	78680-1269	
Counsel for the Transcend Group (Transcend Partners Legend Fund LLC; Valley High LP; GR Fairbairn Family Trust; Grant Fairbairn Revocable Trust; Nina Claire Fairbairn Revocable Trust; NCF Eagle Trust; GRF Tiger Trust; and NC Fairbairn Family Trust)	Munsch Hardt Kopf & Harr, P.C.	Brenda L. Funk, John D. Cornwell	700 Milam St., Suite 800		Houston	TX	77002	
Counsel for DLT Data Center 1 LLC	Olshan Frome Wolosky LLP	Michael Fox, Jonathan Koevary	1325 Avenue of Americas		New York	NY	10019	
Counsel for Galaxy Digital, LLC, in its capacity as DIP Agent, for itself and on behalf of the DIP Lenders	Orrick, Herrington & Sutcliffe LLP	Robert Trust, Mark Franke, Brandon Batzel	51 West 52nd St		New York	NY	10019-6142	
Counsel for Galaxy Digital, LLC, in its capacity as DIP Agent, for itself and on behalf of the DIP Lenders	Orrick, Herrington & Sutcliffe LLP	Ryan Wooten	609 Main, 40th Fl		Houston	TX	77002	
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	300 W. 15th St		Austin	TX	78701	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528	
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana	Suite 2300	Houston	TX	77002	
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Ha Minh Nguyen, Christopher Ross Travis	515 Rusk Street	Suite 3516	Houston	TX	77002	

Exhibit D

Exhibit D**Filed Claimholders and Notice Parties List****Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Department of Treasury - Internal Revenue Service	Internal Revenue Service	P.O. Box 7346		Philadelphia	PA	19101-7346	
Department of Treasury - Internal Revenue Service		1919 Smith Street	M/S 5024 HOU	Houston	TX	77002	
Elysium Mining, LLC		17915 Goodyear		Carson	CA	90746	
Gaurav Parikh 2020 Revocable Trust		Address on File					
Midas Green Technologies LLC	Joseph Thomas	18101 Von Karman Ave Suite 230		Irvine	CA	92612	
Robert Half Inc	Attn Amber Baptiste	Recovery Dept	3001 Bishop Dr, Suite 130	San Ramon	CA	94583	
Robert Half Inc	Recovery Dept.	3001 Bishop Dr, Suite 130		San Ramon	CA	93483	
Shane M. Blackmon		Address on File					
Tax Appraisal District of Bell County	Julie Anne Parsons	McCreary, Veselka, Bragg and Allen	PO Box 1269	Round Rock	TX	78680-1269	
Tax Appraisal District of Bell County		PO Box 390		Belton	TX	76513-0390	
The County of Milam, Texas	c/o Julie Anne Parsons	McCreary, Veselka, Bragg and Allen	PO Box 1269	Round Rock	TX	78680-1269	
The County of Milam, Texas	Milam County Tax Assessor-Collector	PO Box 551		Cameron	TX	76520-0551	

Exhibit E

**Scheduled Claimants Service List
Served via Electronic Mail**

CreditorName	CreditorNoticeName	Email
Omega Capital Ventures SRL		nick9@protonmail.com

Exhibit F

Exhibit F

Scheduled Claimants Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
345 PARTNERS SPV2 LLC		17148 MILL RISE WAY		LOS GATOS	CA	95030	
Abundance 2021 LLC		5764 N. Orange Blossom Trl	#90695	Orlando	FL	32810	
Acorn Waste Solutions		105 S Lovers Ln		Gatesville	TX	76528	
AFC Development, LLC		PO Box 100997		Fort Worth	TX	76185	
Air HPC LLC		2721 Charles Martin Hall Road		Rockdale	TX	76567	
Anthony Ausiello		Address on File					
Arctos Credit LLC		2443 Fillmore Street #406		San Francisco	CA	94115	
Blockchain Tax Partners		2459 Polk Street	Suite 9	San Fransisco	CA	94109	
Brandon and Clark, Inc.		3623 Interstate		Lubbock	TX	79404	
Brennan M. Nacol 2015 Irrevocable Trust		Address on File					
C5 Capital LLC		300 W 5th	Unit 522	Charlotte	NC	28202	
Cameron Blackmon		Address on File					
CDW Direct LLC		200 North Milwaukee Ave		Vernon Hills	IL	60061	
Chase Blackmon		Address on File					
Christopher Blackerby		Address on File					
City of Temple AR		2 North Main St		Temple	TX	76501	
CLARK AND LAURIE KEMBLE		Address on File					
Colin Hutchings		Address on File					
Del Papa Ventures Ltd		6 Cluny Ct.		The Woodlands	TX	77382	
DOCUMENTATION OF SAN ANTONIO		4560 Lockhill Selma Rd	#100	San Antonio	TX	78249	
donnelley financial llc		35 West Wacker Dr		Chicago	IL	60601	
DROip3 LLC		PO Box 1221		Folly Beach	SC	29439-1221	
EEA Consulting Engineers - ANV Engineering		6615 Vaught Ranch Road, Suite 200		Austin	TX	78730	
Elysium Mining, LLC		3115 S 15th Pl		Milwaukee	WI	53215	
Equinity Trust Company, LLC		1110 Centre Point Curve	Suite 101	Mendota Heights	MN	55120	
Equity Trust Company Custodian FBO Valentin Angelkov IRA		Address on File					
ERS Capital, LLC		530-B Harkle Road	STE 100	Santa Fe	NM	87505	
GR Fairbairn Family Trust		Address on File					
Grant Fairbairn Revocable Trust		Address on File					
GRF Tiger Trust		Address on File					
Imperium Investments Holdings LLC		7546 Pebble Drive		Fort Worth	TX	76118	

Exhibit F

Scheduled Claimants Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Jacob Rubin		Address on File					
Jacquelyn B. Nacol 2015 Irrevocable Trust		Address on File					
James M. Farrar & Adda B.D. Farrar (JWROS)		Address on File					
JERALD AND MELODY HOWE WEINTRAUB REVOCABLE LIVING TRUST DTD 02/05/98 AS AMENDED		Address on File					
Jordan HPC LLC		2721 Charles Martin Hall Road		Rockdale	TX	76567	
KeekBC LLC		PO Box 1221		Folly Beach	SC	29439	
Kelvion		5202 West Channel Road		Cantoosa	OK	74015	
KINTZ FAMILY TRUST		Address on File					
Kirkland & Ellis LLP		Matthew Pacey	609 Main Street	Houston	TX	77002	
Limitless Advisors LLC		30 N. Gould St.	Suite N	Sheridan	WY	82801	
Lindie Gas and Equipment		822 Frost Bank Center Dr		San Antonio	TX	78219	
LNW Family II, LP		PO Box 100997		Fort Worth	TX	76185	
Marcum LLP		185 Asylum St	25th Floor	Hartford	CT	06103	
McDonnell Boehnen Hulbert & Berghoff LLP		300 S Wacker Dr	#3100	Chicago	IL	60606	
Michael Garrie		Address on File					
Midas Green Technologies		11525 Stonehollow Dr.	Ste. A-150	Austin	TX	78758	
Midas Green Technologies LLC		11525 Stonehollow Dr.	Ste. A-150	Austin	TX	78758	
MOORE REVOCABLE TRUST DATED JULY 31 2014		Address on File					
Morrison Park Capital LLC	Anthony E Ausiello	321 Main St	#482	Wakefield	MA	01880	
Nathan Nichols		Address on File					
NC Fairbairn Family Trust		Address on File					
NCF Eagle Trust		Address on File					
Nina Claire Fairbairn Revocable Trust		Address on File					
Omega Capital Ventures SRL				Warsaw		00-277	Poland
Pat C. Hawkins		Address on File					
Potter Anderson & Corroon LLP		1313 North Market Street		Wilmington	DE	19801	
Printing Capital I, L.P.		445 Adelaid St W		Toronto	ON	M5V 1T1	Canada
PRIVATE INVESTOR CLUB FEEDER FUND 2020-G LLC		1111 ISOBEL RESERVE LANE		TAMPA	FL	33613	

Exhibit F

Scheduled Claimants Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
PRIVATE INVESTOR CLUB FEEDER FUND 2020-H LLC		1111 ISOBEL RESERVE LANE		TAMPA	FL	33613	
Proof Capital Alternative Growth Fund		3017 7th Steet SW		Calgary	AB	T2T 2X6	Canada
Proof Capital Alternative Income Fund		3017 7th Steet SW		Calgary	AB	T2T 2X6	Canada
Proof Capital Proprietary Investment Fund Inc.		3017 7th Steet SW		Calgary	AB	T2T 2X6	Canada
Queue Associates Inc.		31 W 34th St	7th floor	New York	NY	10001	
R2BMI LLC		5601 Country Creek Terrace		Glen Allen	VA	23059	
RESOLUTIONS REAL ESTATE SERVICES LLC		5764 N ORANGE BLOSSOM 90695		ORLANDO	FL	32810	
RH Fund II, a series of Telegraph Treehouse, LP/Benefit of Angel list		PO BOX 3217		SEATTLE	WA	98114	
Rhodium 10MW LLC		2617 Bissonnet Street	Suite 234	Houston	TX	77005	
Rhodium 10MW LLC		2721 Charles Martin Hall Road		Rockdale	TX	76567	
Rhodium 2.0 LLC		2617 Bissonnet Street	Suite 234	Houston	TX	77005	
Rhodium 2.0 LLC		2721 Charles Martin Hall Road		Rockdale	TX	76567	
Rhodium 30MW LLC		2617 Bissonnet Street	Suite 234	Houston	TX	77005	
Rhodium 30MW LLC		2721 Charles Martin Hall Road		Rockdale	TX	76567	
Rhodium Encore LLC		2617 Bissonnet Street	Suite 234	Houston	TX	77005	
Rhodium Encore LLC		2721 Charles Martin Hall Road		Rockdale	TX	76567	
Rhodium Enterprises, Inc		2617 Bissonnet Street	Suite 234	Houston	TX	77005	
Rhodium Enterprises, Inc		2721 Charles Martin Hall Road		Rockdale	TX	76567	
Rhodium Enterprises, Inc		4146 W US Highway 79		Rockdale	TX	76567	
Rhodium JV LLC		2721 Charles Martin Hall Road		Rockdale	TX	76567	
Rhodium Renewables LLC		2617 Bissonnet Street	Suite 234	Houston	TX	77005	
Rhodium Renewables LLC		2810 Bob White Road		Temple	TX	76501	
Rhodium Renewables SUB LLC		2810 Bob White Road		Temple	TX	76501	
Rhodium Shared Services LLC		2617 Bissonnet Street	Suite 234	Houston	TX	77005	
Rhodium Shared Services LLC		2721 Charles Martin Hall Road		Rockdale	TX	76567	
Rhodium Shield LLC		2721 Charles Martin Hall Road		Rockdale	TX	76567	
Rhodium Technologies LLC		2617 Bissonnet Street	Suite 234	Houston	TX	77005	
Rhodium Technologies LLC		2721 Charles Martin Hall Road		Rockdale	TX	76567	
Rhodium Technologies LLC		4146 W US Highway 79		Rockdale	TX	76567	
Richard Fullerton		Address on File					

Exhibit F

Scheduled Claimants Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
ROBERT M AND NANCY T SPENCER		Address on File					
Rossano N. Wlodawsky and Marnie S. Wlodawsky Joint Revocable Living Trust		Address on File					
Royal TR GSS TR/Proof Capital Alternative Income Fund		817 Rideau Road SW		Calgary	AB	T2S 0S1	Canada
RYAN NACOL 2015 IRREVOCABLE TRUST		Address on File					
SCM Worldwide LLC		10716 Carmel Commons Blvd	STE 160	Charlotte	NC	28226	
Scott A. Thurman		Address on File					
Sessions, Israel, & Shartle		3850 N. Causeway Boulevard	Suite 200	Metairie	LA	70002	
Sing Family Enterprise Limited		House C5, Eden Manor, 88 Castle Peak Road	Kwu Tung	Hong Kong SAR			Hong Kong
Solo Sessions LLC		3404 Stratford Hills Lane		Austin	TX	78746	
Southern Petroleum Laboratories, Inc		3535 Research Forest Drive	Suite 200	The Woodlands	TX	77381	
SPL, Inc.		1300 Corporate Dr. E		Arlington	TX	76006	
STADLIN GROUP INVESTMENTS LLC		27 TURTLE ROCK CT		TIBURON	CA	94920	
Stoel Rives, LLP		760 SW 9th Avenue	Suite 3000	Portland	OR	97205	
Sunbelt Rentals		2341 Deerfield Drive		Fort Mill	SC	29715	
The Goodman Family Trust		Address on File					
The Kirk A. Blackmon 2013 Family Trust		Address on File					
THE TRUDO T M LETSCHERT II REVOCABLE TRUST		Address on File					
Thomas Lienhart		Address on File					
Transcend Partners Legend Fund LLC		10 Orinda View Rd.		Orinda	CA	94563	
UPGRADEYA INVESTMENTS LLC		2381 N HIGHWAY 17		MOUNT PLEASANT	SC	29466	
Valley High LP		Address on File					
Vesano Ventures LLC		127 N. Tryon St.	#308	Charlotte	NC	28202	
Vida Kick LLC		245 W Loraine St #341		Glendale	CA	91202	
Whinstone US Inc		3199 Highway 79		Rockdale	TX	76567	
Whinstone US Inc		PO Box 1421		Rockdale	TX	76567	

Exhibit F

Scheduled Claimants Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Wilkins-Duignan 2009 Revocable Trust		Address on File					

Exhibit G

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
2103088 ALBERTA LTD		10836 24TH STREET SE UNIT 201			CALGARY	AB	T2Z 4C9	CANADA
345 Partners SPV2 LLC		108 Baywood Ave			Hillsborough	CA	94010	
Aaron Booker		Address on File						
Abel, Brandon		Address on File						
Abila, David		Address on File						
Accelerant Specialty Insurance Co		400 Northridge Road, Ste 800			Sandy Springs	GA	30350	
Accident Fund General Insurance Co.		PO Box 40790			Lansing	MI	48901-7990	
AccidentFund General Insurance Company		3300 West Esplanade Avenue	Suite 300		Metairie	LA	70002	
Adam Hibble		Address on File						
Advanced Crypto Services, LLC		16208 Cullen Park Way			Prosper	TX	75087	
Aerotek, Inc.		7301 Parkway Dr. South			Hanover	MD	21076	
Agerter, Abbey		Address on File						
AKG of America		7315 Oakwood St			Mebane	NC	27302	
Akron Energy		222 Opportunity Pkwy			Akron	OH	44307	
Alerus Financial, N.A.		401 Demers Avenue	Suite 100		Grand Forks	ND	58201	
Alexander Matthew Salvadori		Address on File						
Alexander Peloubet		Address on File						
Alferez, J		Address on File						
Alfred Murray Capital, LLC		1131 Terpsichore			New Orleans	LA	70130	
Allied Word Insurance Company		199 Water Street			New York	NY	10038	
Allied World Assurance Company		27 Richmond Road			Pembroke		HM 08	Bermuda
Allied World Specialty Insurance Company		100 Pine Street, Suite 1700			San Francisco	CA	94111	
ALTOIRA EMPIRE TRUST CUSTODIAN FBO ROSSANO WLODAWSKY TRADITIONAL IRA		Address on File						
Am Trust North American		59 Maiden Lane	42nd Floor		New York	NY	10038	
American Stock Transfer & Trust Company, LLC		6201 15th Avenue			Brooklyn	NY	11219	
AmeriTex Machine and Fabrication, LLC		13391 E FM 1097			Willis	TX	77378	
Andrew Kleinheinz		Address on File						
Andrews, Montgomery		Address on File						
AnnMarie Fornaro Trust dated January 9, 2017		Address on File						
ANV Global Services Inc		33 St Mary Axe			Longdon		EC3A 8AA	United Kingdom
Aon Risk Services Northeast, Inc.		7910 Lehigh Xing	Suite 1		Victor	NY	14564	

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Applied Underwriters		10805 Old Mill Rd			Omaha	NE	68154	
Archer, Ivan		Address on File						
Artemis Power Tech Inc.		2830 Produce Row			Houston	TX	77023	
Asana, Inc.		633 Folsom Street	Suite 100		San Fransisco	CA	94107	
Ascot Insurance Company		5605 Glenridge Connector One Premier Plaza	Suite 400		Atlanta	GA	30342	
Ascot Specialty Insurance Company		55 West 46th Street	26th Floor		New York	NY	10036	
Aspen Speciality Insurance Company		2810 W Charleston Blvd	Suite 80		Las Vegas	NV	89102	
Aspen Specialty Insurance Company		50 California St			San Francisco	CA	94111	
Aspen Specialty Insurance Company		5605 Glenridge Connector One Premier Plaza	Suite 400		Atlanta	GA	30342	
Aspen Specialty Insurance Company		5606 Glenridge Connector One Premier Plaza	Suite 400		Atlanta	GA	30342	
Assured Partners Houston		840 Gessner Road, Suite 700			Houston	TX	77024	
AST Equity Plan Solutions		6201 15th Avenue			Brooklyn	NY	11219	
AT&T Corp		208 S. Akard St.			Dallas	TX	75202	
AXA AL		3500 Colonnade Pkwy	Suite 150		Birmingham	AL	35243	
AXA XL	AXA XL - Professional Insurance	100 Constitution Plaza, 17th Floor			Hartford	CT	06103	
AXA XL Insurance		70 Seaview Avenue			Stamford	CT	06902	
AXA XL Professional Insurance	Daniel Brennan	100 Constitution Plaza, 17th Floor			Hartford	CT	06103	
Axis (21)		1000 Avalon, Ste 200			Alphareta	GA	30009	
Axis Surplus Insurance Co		80 Raffles Place	#29-20 UOB Plaza 2				048624	Singapore
Axis Surplus Insurance Company		5605 Glenridge Connector One Premier Plaza	Suite 400		Atlanta	GA	30342	
Ayansiji, Promise		Address on File						
B. Riley Securities, Inc.		11100 Santa Monica Blvd.	Suite 800		Los Angeles	CA	90025	
Baer Engineering & Enviornmental Consulting, Inc.		7756 Northcross Drive	Suite 211		Austin	TX	78757	
Barrington, Ben		Address on File						
BARTHOLAMEW MALLON		Address on File						
Beazley Group	Attn Cyber & Tech Claims Group	45 Rockefeller Plaza, 16th Floor			New York	NY	10111	
Beazley Insurance Company, Inc.		30 Batterson Park Road			Farmington	CT	06032	
Beazley UK		22 Bishopsgate			London		EC2N 4BQ	United Kingdom
Beazley USA Services, Inc.	Attn Claims	30 Batterson Park Road			Farmington	CT	06032	
Beazley USA Services, Inc.		45 Rockefeller Plaza	16th Floor		New York	NY	10111	
Becerra, Israel		Address on File						
Beckmann, Paul		Address on File						

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Behrooz, Abeduddin		Address on File						
Bill.com, LLC		6220 America Center Drive	Suite 100		San Jose	CA	95002	
Billy Collier, Jr.		Address on File						
Bitmain Technologies Georgia Limited		245-251 Hennessy Road	11th Floor		Hong Kong			Hong Kong
Blockchain Recovery Investmnet Consortium, LLC (BRIC)		51 Madison Avenue	22nd Floor		New York	NY	10010	
Blockware Solutions LLC		3800 N Lamar Blvd	Ste 200		Austin	TX	78756	
Bloomberg Industry Group		1801 Soubt Bell Street			Arlington	VA	22202	
Boardman, Faith		Address on File						
Boston Energy Trading & Marketing LLC (BETM)		1 International PL	#900		Boston	MA	02110	
Bounds, Stewart		Address on File						
Bowen, Kori		Address on File						
Boyd, Michael		Address on File						
Brad Weber		Address on File						
Brannen, Elizabeth		Address on File						
Bray, Miles		Address on File						
Brennan Nacol		Address on File						
Brett Jennings		Address on File						
Brewer, Paul		Address on File						
BRIAN CULLINAN		Address on File						
Bryson Wells		Address on File						
BT Real Estate LLC		255 Storey Blvd			Cheyenne	WY	82009	
Bullfrog Investment Group Inc.		1473 S Heaton Dr.			Kanab	UT	84741	
Burchett, Dante		Address on File						
Burchett, Ethan		Address on File						
BYRAM RIVER INVESTMENTS LLC		1 VANDERBILT AVE			NEW YORK	NY	10017	
Caballero, Derrick		Address on File						
Cagney, Cameron		Address on File						
CALEB VANZOEREN		Address on File						
Canaan US. Inc.		2033 Gateway P1	Ste 521		San Jose	CA	95110	
Capital Alternative Growth Fund		3017 7th Steet SW			Calgary	AB	T2T 2X6	Canada
Capital Alternative Income Fund		3017 7th Steet SW			Calgary	AB	T2T 2X6	Canada
Carroll, Kris		Address on File						
CASSANDRA MALLORY		Address on File						
Cassic Leschber		Address on File						
Catatao, Alicia		Address on File						
Chad Smith		Address on File						
CHANG LIVING TRUST		Address on File						
Chapman Spingola, LLP		190 South LaSalle St	Suite 3850		Chicago	IL	60603	
Charanza, Bobby		Address on File						
CHARLES TOPPING		Address on File						
Chase Bank		270 Park Avenue			New York	NY	10017	

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ChemFoundry, Inc.		4548 Cantina Drive			Tyler	TX	75708	
Choi, Brian		Address on File						
CHP CAPITAL US INC		12269 NE 12TH LN 105			BELLEVUE	WA	98005	
Chris Fye		Address on File						
Christie, Hayden		Address on File						
Christopher Alec Kerr		Address on File						
Christopher McBee		Address on File						
ClearVue Landscapes LLC		PO Box 73			Round Rock	TX	78681	
Clement, Tina		Address on File						
Cohn, Jonathan		Address on File						
Coinbase Inc		1350 Ave of the Americas	FI 2		New York	NY	10019	
Coinbase Prime		100 Pine St	Suite 1250		San Fransisco	CA	94111	
COLIN HUTCHINGS		Address on File						
Colocation Technology Services		9360 W. Flamingo Rd	Ste 178		Las Vegas	NV	89147	
Columbia Casualty Company		151 North Franklin Street			Chicago	IL	60606	
Compute North Holdings		7575 Corporate Way			Eden Prairie	MN	55344	
Consilio, LLC		1828 L Street NW	Suite 1070		Washington	DC	20036	
Continental Casualty Company (CNA)		151 N Franklin St			Chicago	IL	60606-1821	
Coons, Bill		Address on File						
Cottrell, Max		Address on File						
Court Electronic Cleaners and Gunns Restoration, LLC		1202 E Ave J			Grand Prairie	TX	75050	
Covert, Larry		Address on File						
CRAIG TARVIN		Address on File						
Crawford & Co		3301 Hibbetts Road			Austin	TX	78725	
Crawford & Co		6425 W Sahara Ave	#200		Las Vegas	NV	89146	
CROSS THE RIVER LLC		11161 ANDERSON ST SUITE 105 PMB 10010			LOMA LINDA	CA	92354	
Crowe LLP		Address on File						
Cruz, Dean		Address on File						
CRYPTO LOTUS FUND B MASTER LTD		650 CALIFORNIA ST 7TH FLOOR			SAN FRANCISCO	CA	94108	
Cullens, Railey		Address on File						
DANIEL CHEN		Address on File						
DANIEL GARRIE		Address on File						
Data Airflow LLC		1033 Graceland Ave			Des Plaines	IL	60016	
David Eaton		Address on File						
David Wayne Shafer		Address on File						
De La Garza, Pablo		Address on File						
Deborah Chandra		Address on File						
Dees, Martin		Address on File						
Derek Blain		Address on File						
Desadier, Timothy		Address on File						

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
DISTRUBUTED LEDGER TECHNOLOGIES IRELAND LIMITED		GRUNDINGEN 2			OSLO		0250	NORWAY
DLT DATA CENTER 1 LLC		53 CALLE PALMERAS STE 802			SAN JUAN	PR	00901-2410	
Documation, Inc.		4560 Lockhill Selma Road	Suite 100		San Antonio	TX	78249	
Dolphin Heat - Exchanger USA, Inc.		1176 113th st			Grand Prairie	TX	75050	
Donnelley Financial Solutions, Inc.		35 West Wacker Drive			Chicago	IL	60602	
Douglas Orr		Address on File						
Dowd, Shannon		Address on File						
Drake, Joseph		Address on File						
DRW Derivatives LLC (Cumerbland)		540 W Madison St	Suite 2500		Chicago	IL	60661	
Duncan, Keith		Address on File						
Ejan ORea		Address on File						
Ellis, Kanyia		Address on File						
ELYSIUM MINING LLC		11161 ANDERSON ST SUITE 105 PMB 10010			LOMA LINDA	CA	92354	
Emil Stefkov		Address on File						
Endurance American Insurance Company	Emil Stefkov	1600 Market Street	Suite 3400		Philadelphia	PA	19103	
Endurance American Insurance Company		4 Manhattanville Road			Purchase	NY	10577	
Endurance American Specialty Insurance Company	Senior Vice President - Claims	1221 Avenue of the Americas			New York	NY	10020	
Endurance Risk Solutions Assurance Co.		1221 Avenue of the Americas			New York	NY	10020	
Enviromatic Systems		2337 W Warrior Trail	#7255		Grand Prairie	TX	75052	
EPIC Blockchain		4789 Yonge St	#204-205		Toronto	ON	M2N 0G3	Canada
EQ Private Company Solutions, Inc.		48 Wall St	23rd Floor		New York	NY	10005	
Ernst & Young LLP		395 9th avenue			New York	NY	10001	
ERS Capital LLC		17148 MILL RISE WAY			LOS GATOS	CA	95030	
Escaler, Steve		Address on File						
Escobar, Juan		Address on File						
Ethan Chamberlain		Address on File						
ETHOS INVESTMENTS X LLC	ATTN JONAS NORR	429 LENOX AVE			MIAMI	FL	33139	
ETHOS INVESTMENTS XIV LLC		650 CALIFORNIA ST 7TH FLOOR			SAN FRANCISCO	CA	94108	
Evanston Insurance Company		10275 West Higgins Road	Suite 750		Rosemont	IL	60018	
Evanston Insurance Company		5565 Glenridge Connector, Ste 5500			Atlanta	GA	30342	

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Evanston Insurance Company (Markel)		5565 Glenridge Connector, Ste 5500			Atlanta	GA	30342	
Everest National Insurance Co		725 Town and Country Rd	#400		Orange	CA	92868	
Examinetics, Inc.		10561 Barkley St	Suite 400		Overland Park	KS	66212	
Expensify, Inc.		401 SW 5th Ave			Portland	OR	97204	
Fabric8Labs, Inc.		11075 Roselle St			San Diego	CA	92121	
Fellowship Management Group, LLC		2140 Kirkman St.			Lake Charles	LA	70601	
Felton, David		Address on File						
FiberLight, LLC		3000 Summit Place	Suite 200		Alpharetta	GA	30009	
Finley, KaDarien		Address on File						
Flowtrac		1320 N White Chapel			Southlake	TX	76092	
FNK IR, LLC		34 Wootton Road			Essex fells	NJ	07976	
Fojtik, Roper		Address on File						
Foland, Michael		Address on File						
Ford, Michael W.		Address on File						
Fornaro Law		1022 S. La Grange Road			La Grange	IL	60525	
Foundry Digital LLC		1100 Pittsford Victor Road			Pittsford	NY	14534	
Foundry USA		69 Aberdeen Avenue			Cambridge		CB2 8DL	United Kingdom
Foxworth, Justin		Address on File						
Freeman, Darius		Address on File						
Frenette, Christopher		Address on File						
Gamez, Enrique		Address on File						
Gardiner, Daniel		Address on File						
GenGlobal RIG LLC		1302 Pacific Ave.			San Francisco	CA	94109	
Gilliam & Smith LLP		303 South Washington Ave			Marshall	TX	75670	
Glass, Jesse		Address on File						
GR10X CORP		1305 FRONTENAC AVENUE SW			CALGARY	AB	T2T 1C1	CANADA
Grandhi, Naga Lakshmi Prasanna		Address on File						
GRANT R FAIRBAIRN CHARITABLE REMAINDER UNITRUST		Address on File						
Gray, Dan		Address on File						
Greeson, Gary		Address on File						
Gregg Law PC		910 West Ave.	Suite 3		Austin	TX	78701	
Gunnels, David		Address on File						
Guntner U.S., LLC		3601 W. Algonquin Rd.	Suite 925		Rolling Meadows	IL	60008	
Gusto (SOC only)		525 20th St			San Francisco	CA	94107	
Hakenen, Peter		Address on File						
Hall, Daid		Address on File						
Hall, David		Address on File						
Hall, Hunter		Address on File						

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Halpern, Kenneth		Address on File						
Hanrahan, Michael		Address on File						
Hasan, Omar		Address on File						
Hayden Industrial		625 Carnegie Dr	Ste. 105		San Bernardino	CA	92408	
Helena, Audrey		Address on File						
Helm, Bryan		Address on File						
Hemphill, Kierra		Address on File						
Henderson, Elijah		Address on File						
Hernandez, Cledia		Address on File						
HM Tech LLC		426 S Maple St			Graham	NC	27253	
Hollaway, Brandon		Address on File						
Houston Casualty Company		13403 Northwest Fwy			Houston	TX	77040	
Houston Casualty Company (UK Branch)		1 Aldgate			London		EC3N 1RE	United Kingdom
Houston Casualty Company (UK Branch)		13403 Northwest Freeway			Houston	TX	77040	
Howard, Kyle		Address on File						
HUDSON FAMILY HOLDINGS INC		11706 EDGEWATER CT			MONTGOMERY	TX	77356	
Hudson Insurance Co		100 William St.	5th Fl		New York	NY	10038	
Imperium Investment Holdings LLC		2617 Bissonnet St., Ste 234			Houston	TX	77005	
INFEVO TECHNOLOGIES CO LTD		200 CONTINENTAL DR STE 401 RM 411			NEWARK	DE	19713	
Infinite Mining, LLC		321 Hodge Creek Rd.			Kila	MT	59920	
Insperty		10845 Griffith Peak Dr	#500		Las Vegas	NV	89135	
Intel		2200 Mission College Blvd			Santa Clara	CA	95052	
Internal Revenue Service		111 Constitution Avenue, NW			Washington	DC	20224	
Ionic Digital Inc.		121 S. Pinckney	Suite 300		Madison	WI	53703	
Ippolito, Ian		Address on File						
J. Blue Company, LLC		2452 Woodbridge Way			Schertz	TX	78154	
Jack Sanders		Address on File						
Jackson, Jennifer		Address on File						
JACOB RUBIN		Address on File						
Jacquelyn Letschert		Address on File						
JAMES CALVIN		Address on File						
James Lau		Address on File						
JAMES M FARRAR & ADDA B D FARRAR		Address on File						
James M. Farrar		Address on File						
James M. Farrar and Adda B. Delgadillo Farrar		Address on File						
James River Insurance Co		PO Box 27648			Richmond	VA	23261-7648	
Jared Melillo		Address on File						
JBMI LLC		3535 SALLES RIDGE CT			MIDLOTHIAN	VA	23113	

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Jeffrey Smith		Address on File						
Jenkins, Bradndon		Address on File						
JENNIFER MANZ		Address on File						
JFDI Accountants		7201 W. Lake Mead Blvd.			Las Vegas	NV	89128	
Jiang, Haoyue		Address on File						
Jin, Fangfang		Address on File						
JOHN LEWIS ZOECKLER		Address on File						
Johnson, Armani		Address on File						
Johnson, Damien		Address on File						
Johnson, Richard Thomas		Address on File						
Johnston, Heather		Address on File						
Jon Aborn		Address on File						
Jonathan Aborn		Address on File						
Jordan Moorhead		Address on File						
Joshua Smith		Address on File						
Justin Howes		Address on File						
JWS QRP Holdings LLC		943 Peachtree St. NE	#1408		Atlanta	GA	30309	
K & B FINANCIAL SOLUTIONS LLC		17870 NEWHOPE ST #104-257			FOUNTAIN VALLEY	CA	92708	
K2 Discovery		9903 Santa Monica Boulevard	Suite 637		Beverly Hills	CA	90212	
KATHERINE PLINTZ		Address on File						
Kellar, Jared		Address on File						
Kelly Rawls		Address on File						
Kevin Hays		Address on File						
Khan, Farhad Arif		Address on File						
Kinsale Insurance Company		2035 Maywill Street	Suite 100		Richmond	VA	23230	
Kintz Family Trust, Transcend Partners Legend Fun LLC & Nina Claire Fairbairn Revocable Trust		Address on File						
Kintz Family Trust, Transcend Partners Legend Fun LLC & Nina Claire Fairbairn Revocable Trust		Address on File						
Kirkland & Ellis LLP		300 North LaSalle			Chicago	IL	60654	
Kivilaht, Timo		Address on File						
KMC Equipment Credit Application		6101 E State Hwy 21			Bryan	TX	77808	
Knight, Daniel		Address on File						
Kolegraff, William		Address on File						
Kuma, Jeff		Address on File						
Kurtzman Carson Consultants, LLC dba Verita Global		222 N. Pacific Coast Highway	3rd Floor		El Segundo	CA	90245	
Kynge Energy Investments, LLC		1300 Summit Ave	Suite 510		Fort Worth	TX	76102	
LaBell, Brian		Address on File						

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ladd, Terrence		Address on File						
Lancium LLC		9950 Woodloch Forest Drive, Suite 1600			The Woodland	TX	77380	
Lane Ragsdale		Address on File						
Lehotsky Keller Cohn LLP		200 Massachusetts Ave. NW			Washington	DC	20001	
Leppin, Christoph		Address on File						
Lexington Insurance Company		180 N. Stetson Avenue	Suite 4600		Chicago	IL	60601	
Lexington Insurance Company		99 High St, Floor 25			Bosto	MA	02110-2378	
Lindsey, Steve		Address on File						
LIQUID MINING FUND I LLC		21 WEST END AVE UNIT 1004			NEW YORK	NY	10023	
LIQUID MINING FUND II LLC		21 WEST END AVE UNIT 1004			NEW YORK	NY	10023	
Liquid Mining Fund III, LLC		21 West End Ave.	1004		New York	NY	10023	
LNW Family II, LP		PO Box 7141			Granbury	TX	76049-0137	
Lockton Companies, Inc.		444 W 47th St.	Suite 900		Kansas City	MO	64112	
Lopez, Steven		Address on File						
Lu-Ve US Inc.		516 TX-456 Loop			Jacksonville	TX	75766	
Magic Circle Trust		Address on File						
Magruder Executive Search		777 Main St	Ste 600		Fort Worth	TX	76102	
Magruder, Mark (Magruder Executive Search)		777 Main St	Ste 600		Fort Worth	TX	76102	
MALCOLM P AND EMILY T FAIRBAIRN 2021 CHARITABLE REMAINDER UNITRUST		Address on File						
Malone Bailey LLP		10370 Richmond Ave	Ste 600		Houston	TX	77042	
Manuel Ramirez		Address on File						
Mara USA Corporation		101 North East 3rd Avenue	Suite 1200		Fort Lauderdale	FL	33301	
Markel American Insurance Company	Claims Manager	PO Box 2009			Glen Allen	VA	23058	
Markel American Insurance Company	Underwriting Department	1185 Avenue of the Americas			New York	NY	10036	
Markel American Insurance Company		4521 Highwoods Parkway			Glen Allen	VA	23060	
Marks, Veronica		Address on File						
Marsh USA Inc		1166 Avenue of the Americas			New York	NY	10036	
MARSHALL LONG		Address on File						
Martin, Robert		Address on File						
Martinez, Alex		Address on File						
MATT SMITH		Address on File						
Matthew J. Kessner		Address on File						
Mayo, Michaela		Address on File						
Mbah, Willibroad		Address on File						
McMillian James		1044 Texan Trail			Grapevine	TX	76051	
Mendiola, Tierra		Address on File						
Mendoza, Lisset		Address on File						
Mettlehead Capital, LLC		1718 Capitol Avenue			Cheyenne	WY	82001	

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Michael Brown		Address on File						
Michael Burnstein		Address on File						
Michael Foland		Address on File						
MIDWEST MINING PARTNERS LLC		357 FERRY ST			DOUGLAS	MI	49406	
MIKE BURNSTEIN		Address on File						
Miljkovic, Dr. Nenard		Address on File						
Modis, Inc.		200 W. Madison St	Suite 1000		Chicago	IL	60606	
Moffitt LLC		17302 House & Hahl Rd	Suite 211		Cypress	TX	77433	
MongoDB, Inc.		1633 Broadway	38th Floor		New York	NY	10019	
Moor, Kristen		Address on File						
Morgan Soule		Address on File						
Morgan, Darrell		Address on File						
Morrison, Anthony		Address on File						
MP2 Energy LLC dba Shell Energy Solutions		21 Waterway Avenue, Suite 450			The Woodland	TX	77380	
MP2 Energy LLC dba Shell Energy Solutions		909 Fannin St	Ste 3500		Houston	TX	77010	
MSH TRUST		Address on File						
MSIG Insurance Group		1251 Avenue of the Americas	Suite 810		New York	NY	10020-1104	
MSIG Specialty Insurance USA Inc		1251 Avenue of the Americas, 8th Floor			New York	NY	10020	
Mt Hawley Insurance Co		9025 N. Lindbergh Drive			Peoria	IL	61615	
Munters Corporation Business Area Tech		79 Monroe Street			Amesbury	MA	01913	
Mutch, Eric		Address on File						
National Benefit Services, LLC		8523 S Redwood Rd			West Jordan	UT	84088	
National Union Fire Insurance Co of Pittsburgh (AIG)		1271 Avenue of the Americas	35th Floor		New York	NY	10020	
Navitas Global		Level 9 143 St Georges Terrace			Perth		6000	Australia
NCF Eagle Trust		Address on File						
Neil Kumar Thakur		Address on File						
Nelson, Excell		Address on File						
New York Digital Investment Group		510 Madison Avenue	Floor 21		New York	NY	10022-5730	
NINA C FAIRBAIRN CHARITABLE REMAINDER UNITRUST		Address on File						
Noble Crest Capital, LLC		4000 Trail Lake Drive			Fort Worth	TX	76109	
Norr, Jonas		Address on File						
Okta Inc.		100 1st St			San Francisco	CA	94105	
OMEGA CAPITAL VENTURES S R L		LEAMNA DE SUS NR 169			BUCOVAT DOLJ		207129	ROMANIA
ONEll Engineered Systems, Inc.		6678 W Sunset Rd	Suite 1601		Las Vegas	NV	89118	
OpenPath Securities (Motorola)		600 Corporate Pointe			Culver City	CA	90230	

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Orion Insurance Intermediaries		1298 Prospect St	#1U		La Jolla	CA	92037	
Ortiz, Christian		Address on File						
Ortega, Alfonso		Address on File						
Palatnyk, Victor		Address on File						
Parris, Quasia		Address on File						
Pat and Cindy Hawkins		Address on File						
Patrick Benavente		Address on File						
Patty Yang		Address on File						
Paul A Coroneos		Address on File						
Paul Opoku		Address on File						
Paul Schwarz		Address on File						
Paul, Sean		Address on File						
PECAN LAKE HOLDINGS LLC	C/O NESENOFF & MILTENBERG	363 7TH AVENUE			NEW YORK	NY	10001	
Pepper Grove Holdings Limited		Wessex House 45 Reid Street	2nd Floor		Hamilton		HM 12	Bermuda
Permit Ventures, LLC		9 Cliff Rd.			Weston	MA	02493-1414	
Peter Stris		Address on File						
Philip Karl		Address on File						
Philip M. Fornaro Trust dated January 9, 2017		Address on File						
Pierce, Judith		Address on File						
Pinzur, Drew		Address on File						
PLEXUS TECHNOLOGY CORPORATION		188 15 AVE SW SUITE 2003			CALGARY	AB	T2R 1S4	CANADA
Pluviose, Jumelx		Address on File						
Pogorzelski, Henry		Address on File						
Pokharna, Himanshu		Address on File						
Precinct Holdings, LLC		18 Lenetta Lane			Reading	MA	01867	
PRIVATE INVESTOR CLUB FEEDER FUND 2020-D LLC		1111 ISOBEL RESERVE LANE			TAMPA	FL	33613	
PRIVATE INVESTOR CLUB FEEDER FUND 2020-E LLC		1111 ISOBEL RESERVE LANE			TAMPA	FL	33613	
Private Investor Club Feeder Fund 2020-G LLC		6510 Millrock Drive #400			Salt Lake City	UT	84121	
Private Investor Club Feeder Fund 2021-H LLC		6510 Millrock Drive	#400		Salt Lake City	UT	84121	
Producers Video Corporation		3700 Malden Ave.			Baltimore	MD	21211	
Progressive County Mutual Insurance Co.	The Progressive Corporation	6300 Wilson Mills Rd.			Mayfield Village	OH	44143	
Prolim Global Corporation		691 N Squirrel Rd	Suite 118		Auburn hills	MI	48326	
PROLLO GROWTH PARTNERS LLC		321 MAIN STREET #482			WAKEFIELD	MA	01880	
Proof Capital Alternative Growth Fund		200 Massachusetts Ave. NW			Washington	DC	20001	

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PROOF CAPITAL ALTERNATIVE GROWTH FUND		817 RIDEAU ROAD SOUTHWEST			CALGARY	AB	T2S 0S1	CANADA
Proof Capital Alternative Income Fund		200 Massachusetts Ave. NW			Washington	DC	20001	
PROOF CAPITAL ALTERNATIVE INCOME FUND		817 RIDEAU ROAD SOUTHWEST			CALGARY	AB	T2S 0S1	CANADA
Proof Capital Inc		817 Rideau Road SW			Calgary	AB	T2S 0S1	Canada
Proof Capital Special Situations Fund		1907 26th Ave. SW			Calgary	AB	T2T 1F4	Canada
PROOF PROPRIETARY INVESTMENT FUND INC		817 RIDEAU ROAD SOUTHWEST			CALGARY	AB	T2S 0S1	CANADA
Proof Proprietary Investment Fund Inc.		200 Massachusetts Ave. NW			Washington	DC	20001	
Proof Proprietary Investment Fund Inc.		3017 7th Steet SW			Calgary	AB	T2T 2X6	Canada
Property Tax Partners		14950 Heathrow Forest Pkwy	Suite 580		Houston	TX	77073	
Province, LLC		2360 Corporate Cir.	Suite 340		Henderson	NV	89074	
Pye, Richard		Address on File						
QBE Insurance Corporation		55 Water Street			New York	NY	10041	
QBE Insurance Corporation		88 Pine Street			New York	NY	10005	
Quest DB Inc.		1209 Orange St			Wilmington	DE	19801	
Queue Associates, Inc.		420 Lexington Ave	Suite 300		New York	NY	10170	
Quinn Emanuel Urquhart & Sullivan, LLP		700 Louisiana St	Suite 3900		Houston	TX	77002	
R. Dylong & Associates		2233 Ridge Rd	#202		Rockwall	TX	75087	
Rachana Pathak		Address on File						
Ramos-Montanez, Jason		Address on File						
Ranger Private Investment Partners, L.P.		1850 Second Street	Suite 201		Highland Park	IL	60035	
RC Enterprises LLC DBA Court Electronic Cleaners and Gunns Restoration, LLC		1202 E Ave J			Grand Prairie	TX	75050	
REAL OPPORTUNITY INVESTING INC		1913 4TH STREET E			PALMETTO	FL	34221	
RelaDyne Relability Services		15150 West Dr			Houston	TX	77053	
RelaDyne Reliability Services		3713 Progress St NE			Canton	OH	44705	
RelaDyne Reliability Services		3713 Progress St NE			Canton	OH	44705	
Renata Skzoda		Address on File						
Renata Skzoda (board member)		Address on File						
RENATA SZKODA		Address on File						
REolutions Real Estate Services, LLC		4700 Millenia Blvd. #175-90695			Orlando	FL	32839	
RH FUND I A SERIES OF TELEGRAPH TREEHOUSE LP		PO BOX 3217			SEATTLE	WA	98114	

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
RH Fund I, a series of Permit RH, LP		P.O. Box 3217			Seattle	WA	98114	
RH FUND II A SERIES OF TELEGRAPH TREEHOUSE LP		PO BOX 3217			SEATTLE	WA	98114	
RH Fund III, a series of Telegraph Treehouse, LP		P.O. Box 3217			Seattle	WA	98114	
Rhodes, Abbey		Address on File						
RHODIUM TX SPV LLC		PO BOX 118			MONROE	OH	45050	
Riedinger, Michael		Address on File						
Rippling Technologies, Inc.		2443 Fillmore St.	#380-3418		San Fransisco	CA	94115	
Riveron Consulting, LLC		2651 North Harwood St	Suite 1200		Dallas	TX	75201	
Rizzuto, Richard		Address on File						
RKS INVESTMENTS LLC		8411 W 133 STREET			ORLAND PARK	IL	60462	
Robert Half Inc.		11700 Katy Freeway	Suite 400		Houston	TX	77079	
Robert Shoemaker		Address on File						
Roberto Leal		Address on File						
Roberts, Danuumall		Address on File						
Robles, Milton		Address on File						
Rodney Mills		Address on File						
Rolland Safe & Lock Company, LLC		3140 Towerwood Dr.			Dallas	TX	75234	
Rootstock Rivers LLC		932 N Wright St	Ste 160		Naperville	IL	60563	
Ross Wlodawsky		Address on File						
Ross, Mark		Address on File						
ROSSANO WLODAWSKY		Address on File						
RSG Speciality		155 North Wacker Drive	Suite 4000		Chicago	IL	60606	
RSM US LLP		30 S Wacker Dr	Suite 3300		Chicago	IL	60606	
RSUI Group Inc.		945 East Paces Ferry Road	Suite 1800		Atlanta	GA	30326	
RT Speciality		18867 N Thompson Peak Pkwy	Suite B-200		Scottsdale	AZ	85255	
Ruiz, Jesse		Address on File						
Rybak-Dow, Jefferson		Address on File						
Saavedra, Manuel		Address on File						
Saber Mechanical Solutions, Inc.		10519 153rd Ct N.			Jupiter	FL	33478	
Salary.com, LLC		610 Lincoln St.	North Building	Suite 200	Waltham	MA	02451	
Sanchez, Petter		Address on File						
Santellan, Alec		Address on File						
Saravia, Ciro		Address on File						
Sauceda, John		Address on File						
Schloss, Summer		Address on File						
Scottsdale Insurance Company		18700 N Hayden Rd Ste 150			Scottsdale	AZ	85255-6743	
Sean Michael Gilbert		Address on File						
Sears, Maeve		Address on File						
Secure Digital Markets		445 Adelaide Street W			Toronto	ON	M5V 1T1	Canada
SecureW2 Inc.		2208 NW Market St	Suite 320		Seattle	WA	98107	

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Segrest Shon		Address on File						
SHEN VALLEY PROPERTY INVESTMENTS LLC		299 RIVER VIEW DR			VERONA	VA	24482	
Sibley, Jack		Address on File						
Siegmund, Colton		Address on File						
Sims, James		Address on File						
Smith, Evan		Address on File						
Smith, Jeremy		Address on File						
Solo Sessions, LLC Profit Sharing Plan		3404 Stratford Hills Lane			Austin	TX	78746	
Spencer Wells		Address on File						
STADLIN GROUP INVESTMENTS LLC (SERIES ROCKDALE)		27 TURTLE ROCK CT			TIBURON	CA	94920	
STADLIN GROUP INVESTMENTS SERIES RHODIUM LLC		27 TURTLE ROCK CT			TIBURON	CA	94920	
STEVIE SAGANSKI		Address on File						
Stokes, John		Address on File						
Streicher, James		Address on File						
Streicher, Jonathan		Address on File						
Streicher, Jonathon		Address on File						
Stris & Maher LLP		777 S Figueroa St	Ste 3850		Los Angeles	CA	90017	
StrongDM		20 Park Road	Suite J		Burlingame	CA	94010	
Summit Fire & Security		4242 Koppe Bridge Road	Ste 200		College Station	TX	77845	
Sundvall, Nicholas		Address on File						
Swartz, Alexis		Address on File						
Tang, Wei-Tse		Address on File						
TD Bank		2035 Limestone Road			Wilmington	DE	19808	
Temple Green Data		1330 Post Oak Blvd., Suite 1350			Houston	TX	77056	
Temple Green Data		3505 Lorraine Avenue			Temple	TX	76501	
Ten R Ten, LLC		68 White Street	Ste 7-278		Red Bank	NJ	07701	
TERRY BENNETT		Address on File						
Terry Dietrick		Address on File						
The BVA Group LLC		7250 Dallas Parkway	Suite 200		Plano	TX	75024	
The Guardian Life Insurance Company of America		10 Hudson Yard			New York	NY	10001	
THE JJB 2018 TRUST		Address on File						
The Kingdom Trust Company		Address on File						
The Kingdom Trust Company		Address on File						
THEODORE A GOODMAN MD 401K PSP		Address on File						
Thermosystems, Inc.		960 Industrial Drive	Unit 1		Elmhurst	IL	60126	
Thierfelder, Steffen		Address on File						

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Thomas, Grant		Address on File						
Thomas, Joseph		Address on File						
Thompson, Max		Address on File						
Thompson, Will		Address on File						
Thunder Mountain Holdings LLC		14706 Cadillac Dr.			San Antonio	TX	78248	
Tigges, Josh		Address on File						
Titan IO, Inc.		330 North Wabash Ave	23rd Floor		Chicago	IL	60611	
Top Speed Energy		10333 Harwin Drive	Suite 261		Houston	TX	77036	
TRINE MINING LLC		11161 ANDERSON ST SUITE 105 PMB 10010			LOMA LINDA	CA	92354	
TX 3 Mining LLC	c/o Mining Services Ops	One Vanderbilt Avenue, 65th Fl			New York	NY	10017	
TX 3 Mining LLC		211 E 7th St	Suite 620		Austin	TX	78701	
TZ SOLO401K TRUST		Address on File						
United Healthcare Services, Inc.		9900 Bren Road East			Minnetonka	MN	55343	
Unum Life Insurance Company of America		1 Fountain Square			Chattanooga	TN	37402	
Upchurch, Schon		Address on File						
UPGRADEYA LLC		2381 N HIGHWAY 17			MOUNT PLEASANT	SC	29466	
US Data Mining Group Inc		1101 Brickell Ave	Suite N1500		Miami	FL	33131	
USDM Ventures LLC		535 Chapala St			Santa Barbara	CA	93101	
Valastek, Cory		Address on File						
Valley, Josiah		Address on File						
ValueHash		123 Main St			Sherburne	NY	13460	
Vantage Bank		P.O. Box 1700			McAllen,	TX	78505-1700	
Vantage FBO Amber Wimberly IRA		20860 N. Tatum Blvd. #240			Phoenix	AZ	85050	
Vantage Risk Assurance Company		50 Washington St	Suite 502W		Norwalk	CT	06854	
Vargas, Brandon		Address on File						
Verde Mining		10800 State Hwy 191	Suite 8		Midland	TX	79707	
Victaulic Company		4901 Kesslersville Rd			Easton	PA	18040	
Victor OConnell		Address on File						
VIDA KICK LLC		611 SOUTH FORT HARRISON AVE STE 161			CLEARWATER	FL	33756	
VINCENT VUONG		Address on File						
Wang, Baoling		Address on File						
Weaver and Tidwell LLP		2821 West 7th Street	Suite 700		Fort Worth	TX	76107	
Western Alliance	Western Alliance Bancorporation	1 East Washington Street			Phoenix	AZ	85004	
Westfield Speciality Insurance Company		300 Connell Dr			Berkeley Heights	NJ	07922	
Whalen, Joseph Richard		Address on File						
Whinstone		2721 Charles Martin Hall Road			Rockdale	TX	76567	
Whinstone US, Inc.		3199 Country Road 264			Rockdale	TX	76567	

Exhibit G

Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Whispli Inc.		745 Atlantic Ave.			Boston	MA	02111	
White, Jonathan		Address on File						
Whitley Penn		5908 Headquarters Drive	Suite 300		Plano	TX	75024	
WILLIAM BRUMDER		Address on File						
Winchester Partners, LP		1850 Second Street	Suite 201		Highland Park	IL	60035	
Workday Inc		6110 Stoneridge Mall Road			Pleasanton	CA	94588	
WRE CROWN HOLDINGS LLC		417 3RD STREET			BROOKLYN	NY	11215	
Wright, Patrick		Address on File						
ZACH KERR		Address on File						
Zachary Kerr		Address on File						
Zachery Hughes		Address on File						
Zepeda, Corina		Address on File						
Ziehl Abegg		Address on File						
Zoltan Laczko		Address on File						

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

In re:)	
RHODIUM ENCORE, LLC, et al., ¹)	Chapter 11
)	
Debtor.)	Case No. 24-90448 (ARP)
)	
)	Jointly Administered

**ORDER GRANTING NICHOLAS CERASUOLO’S MOTION FOR AN ORDER
ALLOWING LATE FILED CLAIM TO BE TREATED AS TIMELY FILED**

Upon consideration of Nicholas Cerasuolo’s Motion for Order Deeming Proof of Claim Timely Filed (the “Motion”), any response thereto, and for good cause shown, it is hereby ORDERED as follows:

1. The Motion is GRANTED.
2. Proof of Claim No. 12 in Case No. 24-90454 (the “POC”), filed by Nicholas Cerasuolo with the Clerk of the Court on March 22, 2025, is deemed timely filed.

Signed _____, 2025

UNITED STATES BANKRUPTCY JUDGE

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