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

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

NOTICE OF FILING OF REDLINE TO THE DISCLOSURE STATEMENT FOR THE AMENDED PLAN OF LIQUIDATION OF RHODIUM ENCORE LLC AND ITS AFFILIATED DEBTORS
(Relates to ECF Nos. 1179 and 1298)

PLEASE TAKE NOTICE that, on August 24, 2024, and August 29, 2024 (together, the "Petition Date"), Rhodium Encore LLC and its affiliated debtors (the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors' cases are jointly administered for procedural purposes only.

PLEASE TAKE FURTHER NOTICE that on May 23, 2025, the Debtors filed their Disclosure Statement for Joint Chapter 11 Plan of Rhodium Encore LLC and its Affiliated Debtors (the "Disclosure Statement") (ECF No. 1179).

PLEASE TAKE FURTHER NOTICE that on June 18, 2025, the Debtors filed their Amended Disclosure Statement for Amended Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC and its Affiliated Debtors (the "Amended Disclosure Statement") (ECF No. 1298).

[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.

24904482506190000000000004

PLEASE TAKE FURTHER NOTICE that, attached hereto as Exhibit A, is a redline comparing the Disclosure Statement with the Amended Disclosure Statement.

Respectfully submitted this 19th day of June, 2025.

QUINN EMANUEL URQUHART & SULLIVAN, LLP

/s/ Patricia B. Tomasco

Patricia B. Tomasco (SBN 01797600)
Cameron Kelly (SBN 24120936)
Alain Jaquet (*pro hac vice)*
Rachel Harrington (*pro hac vice*)
700 Louisiana Street, Suite 3900
Houston, Texas 77002
Telephone: 713-221-7000
Facsimile: 713-221-7100
Email: pattytomasco@quinnemanuel.com
Email: cameronkelly@quinnemanuel.com
Email: alainjaquet@quinnemanuel.com
Email: rachelharrington@quinnemanuel.com

- and -

Eric Winston (*pro hac vice*)
Razmig Izakelian (*pro hac vice)*
Ben Roth (*pro hac vice*)
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017
Telephone: 213-443-3000
Facsimile: 213-443-3100
Email: ericwinston@quinnemanuel.com
Email: razmigizakelian@quinnemanuel.com
Email: benroth@quinnemanuel.com

Counsel to the Debtors and Debtors-In-Possession

CERTIFICATE OF SERVICE

I, Patricia B. Tomasco, hereby certify that on the 19th day of June, 2025, a copy of the foregoing Notice was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Patricia B. Tomasco
Patricia B. Tomasco

Summary report: **Litera Compare for Word 11.3.1.3 Document comparison done on 6/19/2025 4:12:54 PM**	
Style name: Standard	
Intelligent Table Comparison: Active	
Original filename: 2025.03.21_Rhodium DS - DRAFT-15653692(15667600.3) RH(15890167.1).docx	
Modified filename: Disclosure Statement (BT Comments) (Controlling Version) (FINAL - 7_20 PM ET)(17048683.2).docx	
Changes:	
Add	937
~~Delete~~	567
~~Move From~~	79
Move To	79
Table Insert	19
~~Table Delete~~	2
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1683

THIS AMENDED DISCLOSURE STATEMENT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT

This proposed Disclosure Statement is not a solicitation of acceptance or rejection of the Amended Plan. Acceptances or rejections may not be solicited until the Bankruptcy Court has approved this Disclosure Statement under Bankruptcy Code § 1125. This proposed Amended Disclosure Statement is being submitted for approval only, and has not yet been approved by the Bankruptcy Court.

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

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

AMENDED DISCLOSURE STATEMENT FOR AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION OF RHODIUM ENCORE LLC AND ITS AFFILIATED DEBTORS

QUINN EMANUEL URQUHART & SULLIVAN, LLP
Patricia B. Tomasco (SBN 01797600)
Cameron Kelly (SBN 24120936)
~~Alain Jaquet (*pro hac vice*)~~
~~Lindsay Weber (*pro hac vice forthcoming*)~~
700 Louisiana Street, Suite 3900
Houston, Texas 77002
Telephone: 713-221-7000

QUINN EMANUEL URQUHART & SULLIVAN, LLP
Eric Winston (*pro hac vice*)
Razmig Izakelian (*pro hac vice*)
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017
Telephone: 213-443-3000
Facsimile: 213-443-3100

Lindsay M. Weber (*pro hac vice forthcoming*)
Alain Jaquet (*pro hac vice*)
Rachel Harrington (*pro hac vice*)
295 Fifth Avenue
New York, New York 10016
Telephone: 212-849-7000
Facsimile: 212-849-71000

[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.

Facsimile: 713-221-7100

Attorneys for the Debtors
and Debtors-In-Possession

Dated: ~~May 23~~ June 18, 2025
Houston, Texas

AMENDED DISCLOSURE STATEMENT, DATED ~~MAY 23~~JUNE 18, 2025

~~Solicitation of Votes on the Plan of~~SOLICITATION OF VOTES ON THE AMENDED PLAN OF RHODIUM ENCORE LLC, *ET AL.*

THIS SOLICITATION OF VOTES (THE "SOLICITATION") IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION OF RHODIUM ENCORE LLC AND ITS AFFILIATED DEBTORS IN THE ABOVE-CAPTIONED CHAPTER 11 CASES (COLLECTIVELY, THE "DEBTORS," OR THE "COMPANY," OR "RHODIUM"), ATTACHED HERETO AS EXHIBIT A (THE "AMENDED PLAN").

THE VOTING DEADLINE TO ACCEPT OR REJECT THE AMENDED PLAN IS 5:00 (PREVAILING CENTRAL TIME) ON [ ], 2025 UNLESS EXTENDED BY THE DEBTORS IN WRITING.

THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS OR INTERESTS MAY VOTE ON THE PLAN IS [ ], 2025 (THE "RECORD DATE").

RECOMMENDATION BY THE DEBTORS

THE DEBTORS BELIEVE THE AMENDED PLAN IS IN THE BEST INTERESTS OF ALL STAKEHOLDERS AND RECOMMEND THAT ALL CREDITORS AND EQUITY HOLDERS WHOSE VOTES ARE BEING SOLICITED SUBMIT BALLOTS TO ACCEPT THE AMENDED PLAN.

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE CASTING A VOTE WITH RESPECT TO THE AMENDED PLAN.

NEITHER THIS AMENDED DISCLOSURE STATEMENT NOR THE MOTION SEEKING APPROVAL THEREOF CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SECURITIES IN ANY STATE OR JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL.

CERTAIN STATEMENTS CONTAINED IN THIS AMENDED DISCLOSURE STATEMENT, INCLUDING STATEMENTS INCORPORATED BY REFERENCE, PROJECTED FINANCIAL INFORMATION (SUCH AS THAT REFERRED TO UNDER THE CAPTION "FINANCIAL PROJECTIONS" ELSEWHERE IN THIS AMENDED DISCLOSURE STATEMENT), THE LIQUIDATION ANALYSIS (AS DEFINED HEREIN), THE VALUATION ANALYSIS (AS DEFINED HEREIN), AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

FURTHERMORE, READERS ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN, INCLUDING ANY PROJECTIONS, ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS, INCLUDING THE IMPLEMENTATION OF THE AMENDED PLAN. IMPORTANT ASSUMPTIONS AND OTHER IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY INCLUDE, BUT ARE NOT LIMITED TO, THOSE FACTORS, RISKS AND UNCERTAINTIES DESCRIBED IN MORE DETAIL UNDER THE HEADING "CERTAIN RISK FACTORS TO BE CONSIDERED" BELOW, AS WELL AS CERTAIN RISKS INHERENT IN THE DEBTORS' BUSINESS AND OTHER FACTORS LISTED IN THE DEBTORS' SEC FILINGS. PARTIES ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS ARE MADE AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFIED, ARE BASED ON THE DEBTORS' CURRENT BELIEFS, INTENTIONS AND EXPECTATIONS, AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE ANY SUCH STATEMENTS. THE DEBTORS DO NOT INTEND AND UNDERTAKE NO OBLIGATION TO UPDATE OR OTHERWISE REVISE ANY FORWARD-LOOKING STATEMENTS, INCLUDING ANY PROJECTIONS CONTAINED HEREIN, TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.

NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS REFERENCED OR INCORPORATED HEREIN.

THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, IN CONNECTION WITH THE AMENDED PLAN OR THIS AMENDED DISCLOSURE STATEMENT.

THE STATEMENTS CONTAINED IN THIS AMENDED DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE AMENDED PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THIS AMENDED DISCLOSURE STATEMENT.

THE INFORMATION IN THIS AMENDED DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE AMENDED PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THIS AMENDED DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.

NOTHING IN THIS AMENDED DISCLOSURE STATEMENT SHALL PREJUDICE OR WAIVE THE RIGHTS OF ANY PARTY WITH RESPECT TO THE CLASSIFICATION, TREATMENT, OR IMPAIRMENT OF ANY CLAIMS OR INTERESTS SHOULD THE AMENDED PLAN NOT BE CONFIRMED.

ALL EXHIBITS TO THIS AMENDED DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THIS AMENDED DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

THE AMENDED PLAN PROVIDES THAT THE FOLLOWING PARTIES ARE DEEMED TO GRANT THE RELEASES PROVIDED FOR THEREIN: (A) THE DEBTORS; (B) THE ~~REORGANIZED~~WIND DOWN DEBTORS; (C) WITH RESPECT TO EACH OF THE FOREGOING PERSONS IN CLAUSES (A) THROUGH (B), ALL RELATED PARTIES; (D) THE RELEASED PARTIES; (E) THE HOLDERS OF ALL CLAIMS OR INTERESTS THAT VOTE TO ACCEPT THE AMENDED PLAN; (F) THE HOLDERS OF ALL CLAIMS OR INTERESTS WHOSE VOTE TO ACCEPT OR REJECT THE AMENDED PLAN IS SOLICITED BUT THAT DO NOT VOTE EITHER TO ACCEPT OR TO REJECT THE AMENDED PLAN AND DO NOT OPT OUT OF GRANTING THE RELEASES SET FORTH HEREIN; (G) THE HOLDERS OF ALL CLAIMS OR INTERESTS THAT VOTE, OR ARE DEEMED, TO REJECT THE AMENDED PLAN OR THAT ARE PRESUMED TO ACCEPT THE AMENDED PLAN BUT DO NOT OPT OUT OF GRANTING THE RELEASES SET FORTH HEREIN; AND (H) THE HOLDERS OF ALL CLAIMS AND INTERESTS THAT WERE GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF GRANTING THE RELEASES SET FORTH HEREIN BUT DID NOT OPT OUT.

PLEASE BE ADVISED THAT ~~ARTICLE~~SECTION 10 OF THE AMENDED PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. YOU SHOULD REVIEW AND CONSIDER THE AMENDED PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED.

TABLE OF CONTENTS

EXHIBITS

I.
INTRODUCTION

A. Background and Overview of the Amended Plan and ~~Restructuring~~Liquidation

Rhodium Encore LLC and its affiliated debtors and debtors-in-possession that are debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**" and, on or after the Effective Date, the "**~~Reorganized~~Wind Down Debtors**") submit this disclosure statement (as may be amended, supplemented, or modified from time to time, the "**Amended Disclosure Statement**") in connection with the solicitation of votes (the "**Solicitation**") on the Amended Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC and its Affiliated Debtors, dated ~~May 22~~June 18, 2025 (including all exhibits, annexes, and schedules thereto, the "**Amended Plan**"), attached hereto as **Exhibit A**.[1] The Debtors commenced these chapter 11 cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") on August 24, 2024 and August 29, 2024 (the "**Petition Date**").[2]

The purpose of this Amended Disclosure Statement is to provide information of a kind, and in sufficient detail, to enable Holders of Claims and Interests that are entitled to vote on the Amended Plan to make an informed decision on whether to vote to accept or reject the Amended Plan. This Amended Disclosure Statement contains summaries of the Amended Plan, certain statutory provisions, events in the Chapter 11 Cases, and certain documents related to the Amended Plan. This Amended Disclosure Statement and the Solicitation and Voting Procedures[3] provide information on the process for voting on the Amended Plan.

~~The Voting Classes (as defined below) assume a Settled Equity Split Scenario, which contemplates settlement among Holders of Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, and REI/RTL Interests.~~

~~Alternatively, the Plan provides that, in the event the Settled Equity Split does not garner enough support from the Holders of Interests (*i.e.*, in an Interpleader Scenario), the Equity Reserve will be deposited in an interest-bearing account with the Bankruptcy Court, which shall be subject to the Interpleader Proceeding. The Interpleader Proceeding would be initiated to resolve the substantial disagreements among Holders of Interests regarding the proper allocation of the Equity Reserve. The Interpleader Proceeding shall continue until resolution is reached,~~

[1] Capitalized terms used herein have the meanings ascribed to them in the Plan. To the extent any inconsistencies exist between this Disclosure Statement and the Plan, the Plan will govern.

[2] As used herein, "**Petition Date**" means August 24, 2024; *provided*, that with respect to the Debtors which commenced their Chapter 11 Cases subsequent to August 24, 2024, "**Petition Date**" shall refer to the respective dates on which such Chapter 11 Cases were commenced.

[3] The Solicitation and Voting Procedures will be attached as an exhibit to the *Order (A) Approving the Adequacy of the Amended Disclosure Statement, (B) Approving the Solicitation Procedures and Solicitation Packages, (C) Scheduling Confirmation Hearing, (D) Establishing Procedures For Objecting to the Amended Plan, (E) Approving the Form, Manner, and Sufficiency of Notice of the Hearings, and (F) Granting Related Relief* (as may be later amended and including all exhibits, annexes, and schedules thereto, the "**Disclosure Statement Approval Order**").

~~regardless of when the Effective Date of the Plan occurs. Distributions in accordance with the resolution of the Interpleader Proceeding, if applicable, shall be made pursuant to applicable orders of the Bankruptcy Court and deemed to be distributions pursuant to the Plan.~~

~~During the Chapter 11 Cases, the Debtors and their restructuring advisors, including Quinn Emanuel Urquhart & Sullivan, LLP ("**Quinn Emanuel**"), Province, LLC ("**Province**" and, together with Quinn Emanuel, the "**Advisors**"), engaged in discussions with key stakeholder groups, including:~~

~~i. the Ad Hoc Group of SAFE Parties,~~

~~ii. Holders of Existing Common Interests,~~

~~iii. the Transcend Parties,~~

~~iv. Holders of LTIP Interests,~~

~~v. Holders of Imperium Interests, and~~

~~vi. the official committee of unsecured creditors appointed in these Chapter 11 Cases (the "**Creditors' Committee**," and, with the forgoing parities, the "**Key Stakeholder Groups**").~~

The ~~Debtors' goal was to design a Plan that maximizes value AND treats all stakeholders fairly, and enjoys widespread support. The Debtors believe that the Plan achieves that goal. The Plan's ability to accomplish this goal~~Amended Plan is funded in large part by a settlement agreement with the ~~Debtors'~~ landlord at the Rockdale Site, Whinstone, which ~~concludes~~concluded time consuming and expensive litigation (the "**Whinstone Settlement**"), the details of which are described more fully below. The Whinstone Settlement was approved by the Bankruptcy Court, after a hearing, on April 10, 2025, and the Transaction was consummated on April 28, 2025. ~~Proceeds from the settlement will ensure a full recovery for the estates' creditors as well as a dividend distribution to its equity holders.~~

~~As~~In addition, as part of their restructuring efforts, on December 18, 2024, the Debtors closed the sale (the "**Temple Sale**") of the Temple Site (as defined below) to Temple Green Data, LLC ("**Temple Green**"). As more fully described below, the Temple Sale is the result of an arm's length auction, that was approved by the Bankruptcy Court, after a hearing on November 26, 2024. *See Order (I) Authorizing the Sale of the Debtors' Temple Lease; and (II) Granting Related Relief* (Docket No. 509) (the "**Sale Order**"). A portion of the proceeds from the Temple Sale were used to pay off all amounts outstanding under the DIP Facility (as defined below), which was subsequently terminated. The remainder of the proceeds were partially used to fund the continued operations of the Debtors, with any remainder being used to fund distributions under the Amended Plan.

~~As of the date hereof, the Plan provides for payments in full (including amounts for post-petition interest to both secured and unsecured creditors) in Cash on or about the Effective Date. The Plan constitutes a good faith compromise and settlement of all Claims, Interests, and controversies, except Trust Causes of Action and Causes of Action listed on the Schedule of~~

~~Retained Causes of Action. Details regarding Plan distributions are described more fully below and in the Plan.~~

The Amended Plan is the product of extensive negotiations among the Special Committee of Rhodium Enterprises, Inc.'s Board of Directors (the "**Special Committee**") and its advisors (Barnes & Thornburg LLP), working together with the Debtors' restructuring advisors (Province, LLC) and a number of the Debtors' key stakeholders, including the Transcend Parties (as Holders of various Claims against and Interests in the Debtors), Holders of a significant portion of the Rhodium Enterprises Class A Interests, Imperium, and the Founders (collectively, the "**Consenting Stakeholders**"), together with each of those parties' respective advisors.

Those parties, along with numerous others, including the parties to certain Simple Agreements for Future Equity ("**SAFEs**"), the Official Committee of Unsecured Creditors, certain Holders of LTIPs Claims, and additional Holders of Rhodium Enterprises Class A Interests, participated in a two-day mediation session with the Honorable Russell Nelms as mediator on April 28 and 29, 2025, in Dallas, Texas.[4] The parties' discussions during the mediation eventually led to the settlements among the Consenting Stakeholders embodied in the Amended Plan.

Those settlements were embodied in that certain Plan Support Agreement filed in these Chapter 11 Cases on June 10, 2025 among the Consenting Stakeholders and the Special Committee, on behalf of the Debtors. The Plan Support Agreement reflects the principal terms of an agreement among the Debtors (acting through the Special Committee), the Transcend Parties, certain Holders of Rhodium Enterprises Class A Interests, Imperium, and the Founders that would resolve numerous outstanding claims held by and asserted against the Debtors and allocate the Debtors' remaining Cash and other assets in a manner the Debtors believe is fair and equitable for all Classes of Claims and Interests.

Following the filing of the Plan Support Agreement, the Debtors and their advisors (Quinn Emanuel Urquhart & Sullivan, LLP ("**Quinn Emanuel**") and Province, LLC), the Special Committee and its advisors, and the Consenting Stakeholders and their advisors have worked to embody the agreements described in the Plan Support Agreement into the Amended Plan and its supporting documents. In the absence of the resolutions contained in the Amended Plan, the stakeholders would likely engage in protracted, costly litigation to resolve such disputes, potentially prolonging the Debtors' Chapter 11 Cases and increasing collective costs among those stakeholders.

The Debtors believe the optimal path towards emergence is to move forward with the Amended Plan so that they may proceed to exit these Chapter 11 Cases and make distributions to stakeholders expeditiously. Therefore, to the extent any Class votes to reject the Amended Plan, the Debtors will seek confirmation of the Amended Plan over such rejection under the "cramdown" provisions of the Bankruptcy Code.

[4] The SAFEs have been asserting rights to which the Debtors and other stakeholders disagree, *see, e.g.*, *SAFE AHG Objection to Debtors' Amended Third Motion For Entry Of An Order (I) Extending The Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant To Section 1121 of The Bankruptcy Code And (II) Granting Related Relief* (Docket No. 1286). All parties reserve the right to object to any position the SAFEs may take to the extent they do not agree with the terms of this Amended Plan.

i. Overview of ~~Restructuring~~Amended Plan

The ~~Debtors believe the~~Amended Plan provides ~~a full recovery (100% of Claims plus post-petition interest) to all creditors (other than creditors that~~ for payment in full to all Holders of Allowed Secured Claims, Priority Non-Tax Claims, Guaranteed Unsecured Claims, General Unsecured Claims, Intercompany Claims, and Late Filed Claims, in each case with the exception of any such Claims as to which the Holders have agreed to accept other or lesser treatment~~) and recovery to shareholders.~~. Many of such Claims have already been paid in accordance with the Payment Orders previously entered by the Bankruptcy Court. Where such Claims have already been paid, no further payment will be made under the Amended Plan.

The Amended Plan additionally provides for an allocation of value among the Holders of Transcend Parties Claims, SAFE Claims, LTIP Claims, Rhodium Technologies Interests, and Rhodium Enterprises Class A Interests, as detailed below. In the case of SAFE Claims and Rhodium Enterprises Class A Interests, the amounts to be received by the Holders thereof depends in part on whether the Holders of SAFE Claims vote as a Class to accept the Plan.

The Amended Plan also provides for a proposed D&O Insurance Settlement, which would involve the settlement of claims or Causes of Action that have been or may in the future be asserted by any of the Debtors against any of the Founders and/or Imperium (the "Rhodium D&O Claims") by the Debtors' insurance carriers that issued the Debtors' directors' and officers' insurance policies. If the D&O Insurance Settlement is not funded within fifteen (15) days after the Effective Date, then the Plan provides for the creation of the Rhodium Litigation Trust and the designation of the Rhodium Litigation Trust Committee to oversee the Rhodium Litigation Trust. If the Rhodium Litigation Trust is created, the Amended Plan contemplates the assignment to the Rhodium Litigation Trust of the Trust Assets, which consist of the Rhodium D&O Claims and the Transcend Contributed Claims. The assets transferred to the Rhodium Litigation Trust shall be administered for the benefit of Holders of Rhodium Enterprises Class A Interests and, if they vote as a Class to accept the Plan, Holders of SAFE Claims.

~~Specifically, as described in greater detail below, the Plan provides, among other things:~~

- ~~100% recoveries, including post-petition interest, to all Classes of creditors (other than creditors that have agreed to accept lesser treatment) in the form of Cash.~~

- ~~The creation of the Rhodium Litigation Trust and the designation of a Litigation Trustee. The Plan contemplates the assignment to the Rhodium Litigation Trust of the Trust Assets, which expressly include the Trust Causes of Action (which, in turn, include the Avoidance Actions). The assets transferred to the Rhodium Litigation Trust shall be administered for the benefit of holders of Allowed Claims and, if a surplus exists, for the benefit of Allowed Interests.~~

- ~~The creation of the Equity Reserve. The Plan contemplates that proceeds from the Equity Reserve will be distributed to the Holders of Existing Common Interests, Transcend Party Interests, Intercompany Interests, REI/RTL Interests, Imperium Interests, LTIP Interests, and SAFE Interests through either (i) an Interpleader Scenario in which the Debtors or Reorganized Debtors will initiate an adversary~~

~~proceeding regarding ownership of the Equity Reserve or (ii) a Settled Equity Split Scenario in which the relevant parties enter a settlement outlining an agreed allocation of the Equity Reserve.~~

- ~~The assumption of the vast majority of Executory Contracts and Unexpired Leases of the Debtors, which have been or will be assigned pursuant to the Whinstone Settlement.~~

~~Upon the Effective Date, the Debtors anticipate that they will not be a reporting company under the Exchange Act, 15 U.S.C. §§ 78(a)–78(pp).~~

ii. Summary of ~~Exit Capital~~Amended Plan Funding

The Amended Plan will be funded by the Debtors' existing Cash, proceeds from the Temple Sale, ~~and~~ the Whinstone Settlement~~.~~, the proceeds from the liquidation of the Debtors' Remaining Assets, the proceeds from the D&O Insurance Settlement (if approved and funded), and the proceeds of any Causes of Action assigned to the Rhodium Litigation Trust, if established.

iii. Summary of Amended Plan Treatment

The following summary is qualified in its entirety by reference to the full text of the Amended Plan.

YOU SHOULD READ THE AMENDED PLAN IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE AMENDED PLAN.

The proposed ~~restructuring~~liquidation embodied in the Amended Plan contemplates, among other things, the following treatment of Holders of Claims and Interests:

Administrative Expense Claims

Except to the extent that a Holder of an Allowed Administrative Expense Claim agrees to different treatment, each Holder of an Allowed Administrative Expense Claim (other than a Professional Fee Claim) shall receive, in full and final satisfaction of such Claim, (i) Cash in an amount equal to such Allowed Administrative Expense Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date and (b) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim or (ii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; *provided*, *however*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the ~~Reorganized~~Wind Down Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders, course of dealing or agreements governing, instruments evidencing, or other documents relating to, such transactions.

Professional Fee Claims

All Professionals seeking approval by the Bankruptcy Court of Professional Fee Claims shall (i) File, on or before (and no later than) the date that is forty-five (45) days after the Effective Date ~~(unless extended by the Reorganized Debtors, in their sole discretion)~~, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Professional Fee Claims. The ~~Reorganized~~Wind Down Debtors and/or the Liquidating Trustee, as applicable, are authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

Each Professional shall estimate in good faith its unpaid Professional Fee Claim and other unpaid fees and expenses incurred in rendering services to the Debtors, the Special Committee, or the Creditors' Committee, as applicable, before and as of the Effective Date and shall deliver such reasonable, good faith estimate to the Debtors or the Wind Down Debtors, as applicable, no later than five (5) Business Days prior to the Effective Date; *provided* that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or the Wind Down Debtors, as applicable, shall estimate in good faith the unpaid and unbilled fees and expenses of such Professional.

Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement, release and discharge of, and in exchange for, such Allowed Priority Tax Claim, at the sole option of the Debtors or the ~~Reorganized~~Wind Down Debtors, as applicable, (i) Cash in an amount equal to such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim on the Effective Date, (b) the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, and (c) the date such Allowed Priority Tax Claim is due and payable in the ordinary course, or (ii) such other treatment reasonably acceptable to the Debtors or ~~Reorganized~~the Wind Down Debtors (as applicable) and consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; *provided* that the Debtors and the ~~Reorganized~~Wind Down Debtors, as applicable, are authorized in their absolute discretion, but not directed, to prepay all or a portion of any such amounts at any time without penalty or premium. For the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

Whinstone Settlement

As further detailed in the Whinstone Settlement, the Whinstone Settlement effected a global settlement of all known and unknown claims ~~amongst the Debtors~~among Rhodium Encore,

LLC, its affiliates, and Imperium Investment Holdings, LLC ("**Imperium**"), on the one hand, and Whinstone and Riot Platforms, Inc. ("**Riot**"), the ~~company~~Company that acquired Whinstone in May 2021, on the other hand and brings finality to an otherwise uncertain and burdensome litigation. The Whinstone Settlement also provides for the sale and transfer of certain of the Debtors' assets located at Whinstone's Rockdale Site and confers substantial value on the Debtors' estates. The Whinstone 9019 Motion was filed with the Court on March 21, 2025, and approved by the Court on April 8, 2025. *See Order (I) Approving Emergency Motion for a Settlement and Compromise Between Debtors and Whinstone US, Inc. Pursuant to Bankruptcy Rule 9019; (II) Authorizing the Use, Sale, or Lease of Certain Property of the Debtors' Estate Pursuant to 11 U.S.C. § 363; and (III) Granting Related Relief* (the **"Whinstone Settlement Approval Order"**) (Docket No. 921).

Secured Notes Claims (Classes 1, 2, and 3)

Secured Notes Claims consist of Claims arising under or related to the Rhodium 2.0 Secured Notes (the "**Rhodium 2.0 Secured Notes Claims**") (Class 1), Claims arising under or related to the Rhodium Encore Secured Notes (the "**Rhodium Encore Secured Notes Claims**") (Class 2), and Claims arising under or related to the Rhodium Technologies Secured Notes (the "**Rhodium Technologies Secured Notes Claims**" and, collectively with the Rhodium 2.0 Secured Notes Claims and Rhodium Encore Secured Notes Claims, the "**Secured Notes Claims**") (Class 3). The Secured Notes Claims have been separately classified under the Amended Plan.

Treatment

Except to the extent that a Holder of an Allowed Rhodium 2.0 Secured Notes Claims (Class 1), Rhodium Encore Secured Notes Claims (Class 2), or Rhodium Technologies Secured Notes Claims (Class 3) agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed Rhodium 2.0 Secured Notes Claim, Rhodium Encore Secured Notes Claims and Rhodium Technologies Secured Notes Claims, on the Effective Date, or as soon as reasonably practicable thereafter, each such Holder shall receive payment in Cash in an amount equal to such Claim, *provided,* that the aggregate amount of all Allowed Claims shall be reduced by (i) the amount of Cash received by Holders of such Claims as adequate protection and (ii) the amount of Cash received by Holders of such Claims in accordance with the ~~Pending Pleadings~~Payment Orders.

Priority Non-Tax Claims (Class 4)

Classification: Class 4 consists of Priority Non-Tax Claims ~~consist of Claims other than Administrative Expense Claims or Priority Tax Claims that are entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code~~.

Treatment

Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Non-Tax Claim, on the Effective Date, or as soon as reasonably practicable

thereafter, each such Holder shall receive payment in Cash in an amount equal to such Allowed Priority Non-Tax Claim.

Impairment and Voting: Class 4 is Unimpaired, and the Holders of Priority Non-Tax Claims are conclusively presumed to have accepted the Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Priority Non-Tax Claims are not entitled to vote to accept or reject the Amended Plan, and the votes of such Holders will not be solicited with respect to such Priority Non-Tax Claims.

Guaranteed Unsecured Claims (Class 5a)

Class 5a consists of Guaranteed Unsecured Claims ~~consist of all Claims arising under or related to those certain secured promissory notes between Rhodium Technologies LLC and the counterparties thereto, which are secured by a pledge by Imperium Investments Holdings LLC of certain of its Class A units in Rhodium Technologies LLC, as set forth in the pledge agreements related to those secured promissory notes.~~ .

~~Guaranteed Unsecured Claims will be paid post-petition interest at a rate of 3.05% through the assumed Effective Date, as detailed in section (IV)(C)(vi)(c) below.~~

Treatment

Except to the extent that a Holder of an Allowed Guaranteed Unsecured Claim agrees to a less favorable treatment of such Claim, each such Holder shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, on the later of (as applicable) (i) the Effective Date or as soon as reasonably practicable thereafter and (ii) on or before the first Business Day after the date that is thirty (30) calendar days after the date such Guaranteed Unsecured Claim becomes an Allowed Guaranteed Unsecured Claim, payment in Cash in an amount equal to such Allowed Guaranteed Unsecured Claim~~, *provided*,~~ .

Provided that to the extent that a Holder of an Allowed Guaranteed Unsecured Claim against a Debtor holds any joint and several liability claims, guaranty claims, or other similar claims against any other Debtors ~~or the Reorganized Debtors, as applicable,~~ arising from or relating to the same obligations or liability as such Guaranteed Unsecured Claim, such Holder shall only be entitled to a distribution on one Guaranteed Unsecured Claim against the Debtors ~~or the Reorganized Debtors, as applicable,~~ in full and final satisfaction of all such Claims; ***provided, further***, that the aggregate amount of all Allowed Guaranteed Unsecured Claims shall be reduced by the amount of Cash received by Holders of such Claims in accordance with the ~~Pending Pleadings~~Payment Orders.

Except as otherwise agreed upon pursuant to a settlement with the Debtors, the Allowed amount of any Guaranteed Unsecured Claim shall include all interest accrued from the Petition Date through the date of distribution at 3.05%.

Class 5a is Unimpaired, and the Holders of Guaranteed Unsecured Claims in Class 5a are conclusively presumed to have accepted the Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Guaranteed Unsecured Claims are not entitled to vote

to accept or reject the Amended Plan, and the votes of such Holders will not be solicited with respect to such Guaranteed Unsecured Claims.

General Unsecured Claims (Class 5b)

Class 5b consists of General Unsecured Claims.

~~General Unsecured Claims consist of all Claims that are not Secured Claims, Priority Tax Claims, Priority Non-Tax Claims, Guaranteed Unsecured Claims, Professional Fee Claims, DIP Claims, Intercompany Claims, Late Filed Claims, Section 510(b) Claims, or Administrative Expense Claims.~~

~~The Debtors or the Reorganized Debtors, as applicable, estimate the General Unsecured Claims to total approximately $6.7 million (including post-petition interest at the Federal Judgment Rate through the Effective Date), although certain Claims are Disputed and may be Allowed at higher amounts than estimated.~~[4]

Treatment

Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of such Claim, each such Holder shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, on the later of (as applicable) (i) the Effective Date or as soon as reasonably practicable thereafter and (ii) on or before the first Business Day after the date that is thirty (30) calendar days after the date such General Unsecured Claim becomes an Allowed General Unsecured Claim ~~each such Holder shall receive~~, payment in Cash in an amount equal to such Allowed General Unsecured Claim~~, *provided*,~~ .

Provided that to the extent that a Holder of an Allowed General Unsecured Claim against a Debtor holds any joint and several liability claims, guaranty claims, or other similar claims against any other Debtors ~~or the Reorganized Debtors, as applicable,~~ arising from or relating to the same obligations or liability as such General Unsecured Claim, such Holder shall only be entitled to a distribution on one General Unsecured Claim against the Debtors ~~or the Reorganized Debtors, as applicable,~~ in full and final satisfaction of all such Claims; ***provided, further***, that the aggregate amount of all Allowed General Unsecured Claims ~~will~~shall be reduced by the amount of Cash received by Holders of such Claims in accordance with the ~~Pending Pleadings~~Payment Orders.

Except as otherwise agreed upon pursuant to a settlement with the Debtors, the Allowed amount of any General Unsecured Claim shall include all interest accrued from the Petition Date through the date of distribution at the Federal Judgment Rate.

Class 5b is Unimpaired, and the Holders of General Unsecured Claims in Class 5b are conclusively presumed to have accepted the Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of General Unsecured Claims are not entitled to vote to

~~[4] As described in greater detail in section (IV)(C)(vi) below, if the Debtors are unsuccessful in their objections to the Litigation Claims and/or the applicable rate of post-petition interest payable to General Unsecured Claims, total amount of Allowed General Unsecured Claims may be greater than this estimated amount.~~

accept or reject the Amended Plan, and the votes of such Holders will not be solicited with respect to such General Unsecured Claims.

Intercompany Claims (Class 6)

Class 6 consists of Intercompany Claims ~~consist of all Claims against a Debtor held by another Debtor~~.

Treatment

Except to the extent that a Holder of an Intercompany Claim agrees to ~~a~~an other or less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed Intercompany Claim, on the Effective Date, or as soon as reasonably practicable thereafter, without the need for any further corporate or limited liability company action or approval of any board of directors, management, or shareholders of any Debtor ~~or Reorganized Debtor, as applicable~~, each such Holder shall receive payment in Cash in an amount equal to such Allowed Intercompany Claim.

Class 6 is Unimpaired and such Holders are conclusively presumed to have accepted the Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Intercompany Claims are not entitled to vote to accept or reject the Amended Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Claims.

Late Filed Claims (Class 7)

Class 7 consists of Late Filed Claims ~~consist of all Claims Filed after the applicable Bar Date~~.

Treatment

Except to the extent that a Holder of an Allowed Late Filed Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed Late Filed Claim, on the Effective Date, or as soon as reasonably practicable thereafter, each such Holder shall receive the treatment specified under the Amended Plan for the Class of Claims into which such Allowed Late Filed Claim falls or, if the Allowed Late Filed Claim in question does not fall into any other Class hereunder, payment in Cash in an amount equal to the amount of such Allowed Late Filed Claim.

Class 7 is Unimpaired and such Holders are conclusively presumed to have accepted the Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Late Filed Claims are not entitled to vote to accept or reject the Amended Plan, and the votes of such Holders will not be solicited with respect to such Late Filed Claims.

Transcend Parties Claims (Class 8a)

Class 8a consists of Transcend Parties Claims.

Treatment

In recognition of the Transcend Parties' assertion that they are unable to exercise all of the ADI Warrants because of a purported breach of the ADI Warrants by Rhodium Enterprises, each Holder of an Allowed Transcend Parties Claim shall receive its pro rata share of Cash equal to the difference between (i) Fifteen Million Dollars ($15,000,000) and (ii) the amount of the distribution received on account of the Transcend Parties Interests in Class 9b, and such distribution, if any, shall reduce the Debtors' distributable Cash, proceeds of Remaining Assets, proceeds from the D&O Insurance Settlement, and proceeds of any other assets of the Debtors prior to the allocation of distributions to the Holders of Claims and Interests in Classes 8b, 8c, and 9b; provided, however, that in the event the Transcend Parties receive a distribution of Fifteen Million Dollars ($15,000,000) or more on account of the Transcend Parties Interests in Class 9b, the aggregate distribution on account of the Class 8a Transcend Parties Claims shall be $1.00; and provided further that nothing in this section 4.9(b) shall be construed as preventing the Transcend Parties from obtaining more than Fifteen Million Dollars ($15,000,000) on account of the Transcend Parties Interests in Class 9b.

Class 8a is Impaired and the Holders of Claims in Class 8a are entitled to vote to accept or reject the Amended Plan.

~~Section 510(b)~~SAFE Claims (Class ~~8~~8b)

~~Section 510(b) Claims consist of all Claims against any Debtor (i) arising from the rescission of a purchase or sale of an Interest of any Debtor or an Affiliate of any Debtor (including the Existing Common Interests); (ii) for damages arising from the purchase or sale of such Interest; or (iii) for reimbursement or contribution Allowed under section 502 of the Bankruptcy Code on account of such a Claim. For the avoidance of doubt, to the extent any SAFE Claims exist, such SAFE Claims are Section 510(b) Claims.~~

Class 8b consists of SAFE Claims.

Treatment

Each Holder of an Allowed SAFE Claim shall receive its pro rata share of fifty percent (50.0%) of the Debtors' distributable Cash; provided, however, that if the Holders of Allowed SAFE Claims vote as a Class to accept the Amended Plan, then each Holder of an Allowed SAFE Claim shall receive its pro rata share of fifty-five percent (55.0%) of (i) the Debtors' distributable Cash, (ii) the proceeds from the liquidation of the Debtors' Remaining Assets, and (iii) the Rhodium D&O Proceeds. The treatment afforded to SAFE Claims in Class 8b shall not be changed in the event that (i) the SAFE Claims are reclassified as Interests pursuant to a Final Order of the Bankruptcy Court, or (ii) are subordinated in accordance with section 510(b) of the Bankruptcy Code.[5]

[5] SAFE Claims shall be afforded the treatment specified in section 4.10(b) of the Amended Plan notwithstanding any reclassification of the SAFE Claims as Interests, whether pursuant to a Final Order sustaining the *Debtors' Omnibus Objection to Claims Pursuant to Section 502(b), Bankruptcy Rule 3007, and Local Rule 3007-1 Because SAFE Holders Do Not Hold Claims* (Docket No. 1126), or the subordination of the SAFE Claims

Class 8b is Impaired and the Holders of Claims in Class 8b are entitled to vote to accept or reject the Amended Plan.

LTIP Claims (Class 8c)

Class 8c consists of LTIP Claims.

Treatment

~~Except to the extent that a~~Each Holder of an Allowed ~~Section 510(b) Claim agrees to a less favorable treatment of such Claim, all Holders of Section 510(b) Claims shall receive the same treatment under the Plan as afforded to them on account of their Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, or REI/RTL Interests, as applicable.~~LTIP Claim shall receive its pro rata share of 4.2% of the Debtors' distributable Cash; provided, however, that in no event will Holders of Allowed LTIP Claims receive a per share value greater than the lesser of (i) 4.2% of the Debtors' distributable Cash or (ii) the price per share paid to Holders of Interests in Class 9b from the Debtors' distributable Cash only. In the event the distributions to Holders of Allowed LTIP Claims is capped by operation of clause (ii) above, the aggregate amount of the excess shall be treated as distributable Cash of the Debtors and distributed to the Holders of Allowed Claims and Interests in Classes other than Class 8c in accordance with the Amended Plan.

Class 8c is Impaired and the Holders of Claims in Class 8c are entitled to vote to accept or reject the Amended Plan.

Rhodium Technologies Interests (Class 9a)

Class 9a consists of Rhodium Technologies Interests.

~~**Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, REI/RTL Interests (Classes 9a-f)**~~

~~Classes 9a-f consist of Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, and REI/RTL Interests.~~

Treatment

~~On the Effective Date, without the need for any further corporate or limited liability company action or approval of any board of directors, management, or shareholders of any Debtor or Reorganized Debtor, as applicable:~~

~~a. In an Interpleader Scenario, all Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, and REI/RTL Interests shall remain unaltered. Any and all distributions on account of Existing Common~~

pursuant to section 510(b) of the Bankruptcy Code. Nothing in the Amended Plan or this Amended Disclosure Statement is or shall be construed as an admission by the Debtors that the Holders of SAFE Claims hold Claims rather than Interests.

~~Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, and REI/RTL Interests shall be made after, and in accordance with, the resolution of the Interpleader Proceeding, and all distributions to Holders of such Interests or any other Person or Entity party to the Interpleader Proceeding shall be made solely from the Equity Reserve.~~

~~b. In a Settled Equity Split Scenario, each Holder of Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, and REI/RTL Interests shall receive payment in Cash in an amount equal to its Pro Rata Share of the Equity Reserve as provided for in, and in accordance with the terms of, the Settled Equity Split.~~

As a precursor to steps (b) through (e) in section 5.9 of the Amended Plan and any distributions to Holders of Allowed Rhodium Technologies Interests under section 4.12 of the Amended Plan, and following the Confirmation Date but immediately prior to the Effective Date, Rhodium Technologies shall distribute $13,160,869.72 in Cash to Imperium, as the Holder of all Allowed Rhodium Technologies Interests in Class 9a, to redeem Imperium's equity interest in Rhodium Technologies, which shall be in full satisfaction of the Imperium Equity Claim. As a result of such redemption, the Rhodium Technologies partnership for purposes of tax treatment shall be deemed to terminate.

Class 9a is Impaired and the Holders of Rhodium Technologies Interests in Class 9a are entitled to vote to accept or reject the Amended Plan.

Rhodium Enterprises Class A Interests (Class 9b)

Class 9b consists of Rhodium Enterprises Class A Interests.

Treatment

Each Holder of an Allowed Rhodium Enterprises Class A Interest in Class 9b shall receive:

If the Holders of Allowed SAFE Claims vote as a Class to accept the Amended Plan, its pro rata share of (i) 40.8% of the Debtors' distributable Cash, and (ii) 45% of (x) the proceeds from the liquidation of the Debtors' Remaining Assets and (y) the Rhodium D&O Proceeds; or

If the Holders of Allowed SAFE Claims vote as a Class to reject the Amended Plan, its pro rata share of (i) 45.8% of the Debtors' distributable Cash, and (ii) 100% of (x) the proceeds from the liquidation of the Debtors' Remaining Assets and (y) the Rhodium D&O Proceeds.

Notwithstanding the treatment provisions in Class 9b, the distributions to be received by the Transcend Parties on account of the Transcend Parties Interests shall be limited such that the Transcend Parties are entitled only to recover Fifteen Million ($15,000,000) in total recoveries between the Transcend Parties Claims in Class 8a and the Transcend Parties Interests in Class 9b until such time as the total pro rata distributions to which they would have been entitled on a stand-alone basis on account of the Transcend Parties Interests exceeds Fifteen Million Dollars ($15,000,000), after which the Transcend Parties will continue to receive pro rata distributions on account of the Transcend Parties Interests.

On the Effective Date, all Rhodium Enterprises Class A Interests held by Imperium or the Founders shall receive no distribution and shall be cancelled, released, and extinguished.

Class 9b is Impaired and the Holders of Rhodium Enterprises Class A Interests in Class 9b are entitled to vote to accept or reject the Amended Plan.

Imperium REI Interests (Class 9c)

Class 9c consists of Imperium REI Interests.

Treatment

On the Effective Date, all Imperium REI Interests shall be cancelled, released, and extinguished without any distribution; ***provided***, ***however***, that the Holder of Imperium REI Interests shall remain entitled to receive distributions on account of its Class 9a Rhodium Technologies Interests and other Claims as expressly set forth in the Amended Plan (including, without limitation, Section 5.9 of the Amended Plan).

Class 9c is Impaired. In recognition of the treatment afforded to the Holder of Imperium REI Interests on account of its Class 9a Rhodium Technologies Interests, the Holder of Class 9c Imperium REI Interests shall not be entitled to vote such Interests on the Plan; however, nothing herein shall prevent such Holder from voting its Class 9a Rhodium Technologies Interests on the Plan.

Intercompany Interests (Class 10)

Class 10 consists of Intercompany Interests ~~consist of all Interests in a Debtor held by another Debtor, other than REI/RTL Interests~~.

Treatment

~~On~~ Subject to the provisions of and in accordance with Section 5.9 of the Plan, the Holders of Intercompany Interests shall receive no distribution on account of such Intercompany Interests under the Plan. Debtors Jordan HPC LLC, Rhodium 10MW LLC, Rhodium 30MW LLC, Rhodium 2.0 LLC, Rhodium Encore LLC, and Rhodium Enterprises LLC shall continue in being after the Effective Date as Wind Down Debtors. The remaining Debtors shall continue in being after the Effective Date as Wind Down Debtors, or shall be dissolved or merged into other Wind Down Debtors, as set forth in the Plan Supplement, without the need for any further corporate or limited liability company action or approval of any board of directors, management, or shareholders of any Debtor ~~or Reorganized Debtor, as applicable, all Intercompany Interests shall be cancelled, released, and extinguished without any distribution~~.

~~***iv. Other Plan Concepts and Provisions***~~

Class 10 is Impaired and such Holders of Intercompany Interests are deemed to reject the Amended Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Interests are not entitled to vote to accept or reject the Amended Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Interests.

Creation of a Litigation Trust

In accordance with the Amended Plan, if the D&O Insurance Settlement is not approved on or before the Effective Date, or if such settlement is not funded within 15 days of approval, then the Rhodium Litigation Trust shall be established on the earlier of (i) the Effective Date or (ii) the expiration of 15 days following such approval without the D&O Insurance Settlement having been funded. If the D&O Insurance Settlement is approved before the Effective Date (whether by an order under Rule 9019 of the Federal Rules of Bankruptcy Procedure or the Confirmation Order) and funded within 15 days of approval, the Rhodium Litigation Trust shall not be established and the provisions of section 5.2 of the Amended Plan shall not apply.

If the Rhodium Litigation Trust is established under the Amended Plan, then the following provisions shall be applicable:

(a) ~~In~~*Vesting of Trust Assets in Rhodium Litigation Trust.* Upon establishment of the Rhodium Litigation Trust in accordance with the Amended Plan, ~~on the Effective Date~~and except as otherwise expressly provided in the Amended Plan, all Trust Assets shall vest in the Rhodium Litigation Trust free and clear of any and all Liens, obligations, and all other interests of every kind and nature, and the Confirmation Order shall so provide. The Rhodium Litigation Trust, through the Litigation ~~Trustee~~Trust Committee, shall be authorized, but not directed, to pursue, negotiate, and or/settle the Trust Causes of Action and distribute the proceeds in accordance with the Amended Plan. The Rhodium Litigation Trust shall further be entitled to pursue recoveries from any of the D&O Policies on account of the Trust Causes of Action.

(b) ~~(i)~~ *Appointment of Litigation ~~Trustee~~. ~~The Debtor will appoint a Trustee of the Rhodium~~Trust Committee.* Prior to the Confirmation Hearing, the Holders of Transcend Parties Claims, SAFE Claims (if SAFE Claims vote as a Class to accept the Amended Plan), and Rhodium Enterprises Class A Interests shall select one representative from each of such Classes to serve as a member of the Litigation Trust Committee. On and after the Effective Date, the operations of the Rhodium Litigation Trust shall be the responsibility of the Litigation ~~Trustee~~Trust Committee.

~~(ii) *Compensation of Litigation Trustee and Professionals*. The Litigation Trustee's fees and expenses, and those of any employees or professionals engaged or retained by the Litigation Trustee, shall be satisfied from recoveries made by the Rhodium Litigation Trust. The Litigation Trustee shall not be entitled to any payment of fees and expenses from any of the Debtors or the Reorganized Debtors, as applicable,.~~

(c) *Funding of the Rhodium Litigation Trust.* The Rhodium Litigation Trust Committee shall determine, on or as soon as practicable after the Effective Date, an amount of initial funding for the Rhodium Litigation Trust. Such amount, not to exceed $5,000,000, shall be distributed to the Rhodium Litigation Trust under the Amended Plan and shall not be included in the Debtors' distributable Cash. The fees and expenses of the Rhodium Litigation Trust, and those of any employees or professionals engaged or retained by the Rhodium Litigation Trust, the Rhodium Litigation Trust Committee, and/or any trustee selected by the Rhodium Litigation Trust Committee to manage the Rhodium Litigation Trust, shall be satisfied from recoveries made by the Rhodium Litigation Trust. None of the Rhodium Litigation Trust, the Rhodium

Litigation Trust Committee (in its capacity as such), or any trustee selected by the Rhodium Litigation Trust Committee to manage the Rhodium Litigation Trust, shall be entitled to any payment of fees and expenses from any of the Debtors or the Wind Down Debtors beyond the initial funding set forth in section 5.2(d) of the Amended Plan.

(d) ~~(iii)~~ *Pursuit of Trust Causes of Action.* On the later of the Effective Date or the date on which the Rhodium Litigation Trust is established, the Trust Causes of Action shall be vested in the Rhodium Litigation Trust, except to the extent a Holder of any Claim or Interest or other third party has been specifically released from any Trust Cause of Action by the terms of the Amended Plan or by a Final Order of the Bankruptcy Court. The Rhodium Litigation Trust will have the right, in its sole and absolute discretion, to pursue, not pursue, settle, release or enforce any Trust Causes of Action without seeking any approval from the Bankruptcy Court ~~except as provided in Article 5.2 of the Plan. No Holder of any Claim or Interest or other party should vote for the Plan or otherwise rely on the Confirmation of the Plan or the entry of the Confirmation Order in order to, or on the belief that it will, obtain any defense to any Cause of Action. No Holder of any Claim or Interest or other party should act or refrain from acting on the belief that it will obtain any defense to any Cause of Action.~~ . The Debtors express no opinion on the merits of any of the Trust Causes of Action or on the recoverability of any amounts as a result of any such Causes of Action. All costs and expenses (including legal fees) to pursue the Trust Causes of Action shall be paid either from the initial funding provided in section 5.2(d) of the Amended Plan or from the proceeds of recoveries by the Rhodium Litigation Trust.

IN THE EVENT THE D&O INSURANCE SETTLEMENT IS NOT APPROVED PRIOR TO THE EFFECTIVE DATE, THE AMENDED PLAN DOES NOT, AND IS NOT INTENDED TO, RELEASE ANY TRUST CAUSES OF ACTION, AND ALL SUCH RIGHTS ARE SPECIFICALLY RESERVED IN FAVOR OF THE RHODIUM LITIGATION TRUST, SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 5.2(g) OF THE PLAN. Holders of Claims and Interests are advised that legal rights, claims and causes of action the Debtors ~~or the Reorganized Debtors, as applicable,~~ may have against them, if they exist, are retained under the Amended Plan for prosecution unless a Final Order of the Bankruptcy Court authorizes the Debtor to release such claims. As such, Holders of Claims and Interests are cautioned not to rely on (i) the absence of the listing of any legal right, claim or right of action against a particular Holder of any Claim or Interest in the Amended Disclosure Statement, the Amended Plan, or the Schedules, or (ii) the absence of litigation or demand prior to the Effective Date of the Amended Plan as any indication that the Debtors or the ~~Reorganized Debtors, as applicable, or the~~ Rhodium Litigation Trust ~~does~~do not possess or ~~does~~do not intend to prosecute a particular claim or Cause of Action if a particular Holder of a Claim or Interest votes to accept the Amended Plan. It is the expressed intention of the Amended Plan to preserve the Trust Causes of Action and all rights, objections to Claims, and rights of action of the Debtors ~~or the Reorganized Debtors, as applicable~~relating thereto, whether now known or unknown, for the benefit of the Rhodium Litigation Trust in the event the Rhodium Litigation Trust is established. A Trust Cause of Action shall not, under any circumstances, be waived as a result of the failure of the Debtor to describe such Trust Cause of Action with specificity in the Amended Plan or in the Amended Disclosure Statement; nor shall the Rhodium Litigation Trust, as a result of such failure, be estopped or precluded under any theory from pursuing such Trust

Cause of Action. Except as expressly provided, nothing in the Amended Plan operates as a release of any of the Trust Causes of Action.

The Debtors do not presently know the full extent of the Trust Causes of Action and, for purposes of voting on the Amended Plan, all Holders of Claims and Interests are advised that the Rhodium Litigation Trust will have substantially the same rights that a Chapter 7 trustee would have with respect to the Trust Causes of Action. Accordingly, neither a vote to accept the Amended Plan by any Holders of Claims or Interests nor the entry of the Confirmation Order will act as a release, waiver, bar or estoppel of any Trust Cause of Action against such Holder of Claims or Interests or any other Person or Entity, unless such Person or Entity is specifically identified by name as a released party in the Amended Plan, in the Confirmation Order, or in any other Final Order of the Bankruptcy Court. Confirmation of the Amended Plan and entry of the Confirmation Order is not intended to and shall not be deemed to have any *res judicata* or collateral estoppel or other preclusive effect that would precede, preclude, or inhibit prosecution of such Trust Causes of Action following Confirmation of the Amended Plan.

The Estates shall remain open, even if the Chapter 11 Cases shall have been closed, as to any and all Trust Causes of Action until such time as the Trust Causes of Action have been fully administered and the recoveries on account of any Trust Causes of Action have been received by the Rhodium Litigation Trust; ***provided, however, that*** nothing in the Amended Plan or the Amended Disclosure Statement shall prohibit the Rhodium Litigation Trust from pursuing any Trust Causes of Action in any courts other than the Bankruptcy Court.

(e) ~~(iv)~~ *Prosecution and Settlement of Trust Causes of Action*. The Rhodium Litigation Trust~~:~~ (a) may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of any Trust Cause of Action which the Debtor had asserted or had power to assert immediately prior to the Effective Date, and (b) may settle or adjust such Trust Cause of Action. From and after the Effective Date, the Rhodium Litigation Trust shall be authorized, pursuant to Bankruptcy Rule 9019 and Section 105(a) of the Bankruptcy Code, to compromise and settle any Trust Cause of Action in accordance with the following procedures, which shall constitute sufficient notice in accordance with the Bankruptcy Code and the Bankruptcy Rules for compromises and settlements: (i) if the resulting settlement provides for settlement of a Cause of Action or objection to a Claim originally asserted in an amount equal to or less than $100,000.00, then the Rhodium Litigation Trust may settle the Cause of Action and execute necessary documents, including a stipulation of settlement or release; and (ii) if the resulting settlement involves a Cause of Action or objection to a Claim originally asserted in an amount exceeding $100,000.00, then the Rhodium Litigation Trust shall be authorized and empowered to settle such Cause of Action only upon Bankruptcy Court approval in accordance with Bankruptcy Rule 9019 and after notice to the required parties.

Plan Support Agreement

On June 10, 2025 the Debtors (acting through the Special Committee) and the Consenting Stakeholders entered into the Plan Support Agreement. The Consenting Stakeholders are the Transcend Parties, certain Holders of Rhodium Enterprises Class A Interests, Imperium, and the

Founders. The Plan Support Agreement and its exhibits collectively set forth the principal terms for the consensual distribution of the Debtors' assets embodied in the Amended Plan.

Substance Governs

In accordance with applicable law, the Amended Plan defines and treats the rights and obligations of parties based on the substance of each underlying transaction, notwithstanding the label placed on a written agreement.

~~**Potential Restructuring Transactions**~~

Wind Down of the Debtors

The Debtors or the ~~Reorganized~~Wind Down Debtors, as applicable, may enter into any transaction that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary or appropriate to effectuate the Amended Plan, including, but not limited to (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Amended Plan; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Amended Plan; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or law and (iv) any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations necessary or appropriate to simplify or otherwise optimize the Debtors or the ~~Reorganized~~Wind Down Debtors, as applicable, organizational structure. The Debtors or the ~~Reorganized~~Wind Down Debtors, are considering implementing one or more of these types of transactions pursuant to the Amended Plan for operational, tax, or other reasons. If certain assets are transferred between Debtor entities, the liabilities associated with such assets will also be transferred. Additionally, if a ~~Restructuring Transaction~~wind down transaction is consummated that results in the merger of one or more Debtor entities issuing debt pursuant to the Amended Plan, then the debt issued by such Debtor will be retained by or issued by the surviving ~~Debtor entity~~Wind Down Debtors.

Pursuant to the Amended Plan, ~~the~~ Debtors ~~intend to (i) dissolve certain dormant Debtor entities, and (ii) eliminate the current holding company structure by merging certain holding companies into the Reorganized Debtors. The changes to the Debtors' organizational structure will be set forth in the Restructuring Transactions exhibit filed with the Plan Supplement.~~Jordan HPC LLC, Rhodium 10MW LLC, Rhodium 30MW LLC, Rhodium 2.0 LLC, Rhodium Encore LLC, and Rhodium Enterprises LLC shall continue in being after the Effective Date as Wind Down Debtors. The remaining Debtors shall continue in being after the Effective Date as Wind Down Debtors, or shall be dissolved or merged into other Wind Down Debtors, as set forth in the Plan Supplement, without the need for any further corporate or limited liability company action or approval of any board of directors, management, or shareholders of any Debtor.

Disputed Claims and Interests

- There are a number of Disputed Claims ~~in Class 5b~~and Interests that likely will not be resolved prior to emergence. As a result, the Debtors do not know the extent to which the Disputed Claims or Interests will become Allowed Claims or Interests and therefore be entitled to recoveries under ~~Article~~section 7 of the Amended Plan.

- The Disputed Claims ~~in Class 5b~~or Interests may ultimately be Disallowed or Allowed in an amount that is lower or higher than the amount reserved in respect of such Claims or Interests. To the extent any such Disputed Claims or Interests become Allowed, the Debtors or the ~~Reorganized~~Wind Down Debtors, as applicable, will distribute Cash to the Holder of such Claim or Interest.

Employee Arrangements and Employee Obligations

Section 8.5 of the Amended Plan provides, among other things, that unless listed on the Schedule of Rejected Contracts, all employment agreements and offer letters shall be deemed assumed on the Effective Date as Executory Contracts pursuant to sections 365 and 1123 of the Bankruptcy Code (which assumption shall include any modifications to such employment agreements).

B. Debtors' Recommendation

The Debtors are confident that they can implement the ~~restructuring described above~~Amended Plan to maximize stakeholder recoveries consistent with the Bankruptcy Code.

For this reason, among others, the Debtors strongly recommend that Holders of Claims and Interests entitled to vote on the Amended Plan vote to accept the Amended Plan. With respect to employees, the Amended Plan provides as follows:

a. Employees ~~and Management~~ shall be entitled to the Severance Benefits set forth on ***Exhibit ~~B~~A*** attached to the Amended Plan (to be filed with the Plan Supplement), notwithstanding any other previously negotiated contractual terms, in the event that (i) such ~~Participant's~~Employee's employment with the Company is terminated by the Company without Cause and not due to such ~~Participant's~~Employee's death or Disability, or (ii) by the ~~Participant~~Employee for Good Reason; provided, however, that the Severance Benefits shall be payable only if the ~~Participant~~Employee executes, and fails to revoke within the statutory revocation period, a release following termination of employment which is, in form and substance, satisfactory to the Company. Each ~~Participant~~Employee shall receive written notification, as soon as practicable after the Effective Date, of such ~~Participant's~~Employee's Retention Bonus under the Amended Plan.

b. Unless otherwise listed on the Schedule of Rejected Contracts, all employment agreements and offer letters shall be deemed assumed on the Effective Date as Executory Contracts pursuant to sections 365 and 1123 of the Bankruptcy Code (which assumption shall include any modifications to such ~~employments~~employment agreements). Any such assumption shall not trigger any applicable change of control, immediate vesting, termination, or similar provisions therein, including, e.g., any

right to severance pay in connection with a change in control. No ~~participant~~Employee shall have rights under the assumed Employee Arrangements other than those existing immediately before such assumption (with respect to services performed prior to the Effective Date); *provided* that new rights may arise relating to the performance of services on or after the Effective Date pursuant to the terms of such assumed Employee Arrangements (e.g., go-forward salary and bonus) and any vesting of rights under such Employee Arrangements will be recognized as continuous through the Effective Date ~~(*e.g.*, annual bonus for calendar year 2023).~~

c. As of the Effective Date, the Debtors or the ~~Reorganized~~Wind Down Debtors, as applicable, shall continue to honor their obligations under all applicable Workers' Compensation Programs and in accordance with all applicable workers' compensation laws in states in which the Debtors or the ~~Reorganized~~Wind Down Debtors, as applicable, operate. Any Claims arising under Workers' Compensation Programs shall be deemed withdrawn once satisfied without any further notice to, or action, order, or approval of, the Bankruptcy Court; provided that nothing in the Amended Plan shall limit, diminish, or otherwise alter the Debtors' defenses, Causes of Action, or other rights under applicable law, including non-bankruptcy law, with respect to any such Workers' Compensation Programs; provided, further, that nothing herein shall be deemed to impose any obligations on the Debtors or the ~~Reorganized~~Wind Down Debtors in addition to what is provided for under applicable state law.

C. Confirmation Timeline

The Debtors seek to move forward expeditiously with the Solicitation of votes and a hearing on Confirmation of the Amended Plan in an effort to minimize the continuing accrual of administrative expenses. Accordingly, subject to the Bankruptcy Court's approval, the Debtors are proceeding on the following timeline with respect to this Disclosure Statement and the Amended Plan:

Deadline to Object to Approval of the Amended Disclosure Statement and Solicitation Procedures	~~June 20~~[ ], 2025 at 5:00 p.m. (Prevailing Central Time)
Debtors' Deadline to Reply to Amended Disclosure Statement Objections	[ ], 2025 at 5:00 p.m. (Prevailing Central Time)
Hearing on Approval of Amended Disclosure Statement and Solicitation Procedures	~~July 8~~[ ], 2025
Solicitation Mailing Deadline	[ ],2025 (or as soon as reasonably practicable thereafter)
Plan Supplement Filing Deadline	[ ], 2025 at 5:00 p.m. (Prevailing Central Time)
Voting Deadline	[ ], 2025 at 5:00 p.m. (Prevailing Central Time)
Deadline to File Voting Report	[ ], 2025 (or as soon as reasonably practicable thereafter)
Deadline to Object to Confirmation of the Amended Plan	[ ], 2025 at 5:00 p.m. (Prevailing Central Time)
Debtors' Deadline to Reply to ~~Plan~~	[ ], 2025

Objections	
Hearing to Consider Confirmation of the Amended Plan	[], 2025[6]
Effective Date	[ ], 2025 – [ ], 2025

The hearing to determine Confirmation of the Amended Plan (the "**Confirmation Hearing**") may be adjourned from time to time by the Bankruptcy Court or the Debtors without further notice, except for adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed with the Bankruptcy Court.

D. Inquiries

If you have any questions regarding the packet of materials you have received, please reach out to Kurtzman Carson Consultants, LLC dba Verita Global, the Debtors' voting agent (the "**Voting Agent**"), at (949) 404-4152 (for holders of Claims or Interests in the U.S. and Canada; toll-free) or +1 (888) 765-7875 (for holders of Claims or Interests located outside of the U.S. and Canada) or by sending an electronic mail message to: **RhodiumInfo@veritaglobal.com.**

Copies of this Amended Disclosure Statement, which includes the Amended Plan, are also available on the Voting Agent's website, **https://veritaglobal.net/rhodium**. PLEASE DO NOT DIRECT INQUIRIES TO THE BANKRUPTCY COURT.

WHERE TO FIND ADDITIONAL INFORMATION: The Debtors or the ~~Reorganized~~Wind Down Debtors, as applicable, may provide additional information, including, but not limited to, financial reports, which may be obtained by visiting the Debtors' website at **https://rhdm.com/**.

II.
SUMMARY OF AMENDED PLAN CLASSIFICATION AND TREATMENT OF CLAIMS

A. Voting Classes

Pursuant to the Bankruptcy Code, only Holders of Claims or Interests in "impaired" Classes are entitled to vote on the Amended Plan (unless such Holders are deemed to reject the Amended Plan pursuant to section 1126(g) of the Bankruptcy Code). Under section 1124 of the Bankruptcy Code, a Class of Claims or Interests is deemed to be "impaired" unless (i) the Amended Plan leaves unaltered the legal, equitable, and contractual rights to which such Claim or Interest entitles the Holder thereof or (ii) notwithstanding any legal right to an accelerated payment of such Claim or Interest, the Amended Plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such Claim or Interest as it existed before the default.

[6] This date is subject to the Bankruptcy Court's availability.

~~The groups of Claims or Interests are classified as set forth in Plan (each group a "**Class**").~~ ~~Holders of Claims and Interests in the following Classes (the "**Non-Voting Classes**", and each a "**Non-Voting Class**") are deemed unimpaired, and therefore are not entitled to vote on, the Plan.~~

B. Treatment of Claims

The following table summarizes: (1) the treatment of Claims and Interests under the Amended Plan; and (2) the estimated recoveries for holders of Claims and Interests. The table is qualified in its entirety by reference to the full text of the Amended Plan.[7] A detailed discussion of the analysis underlying the estimated recoveries, including the assumptions underlying such analysis, will be set forth in the Valuation Analysis.

Class ~~and Designation~~	~~Treatment under the Plan~~Designation	Treatment	~~Impairment / Entitlement to~~Entitled to Vote	Estimated Allowed Amount[8]	Approx. ~~Percentage~~% Recovery
~~Class~~ 1 ~~Rhodium 2.0 Secured Notes Claims~~	~~Except to the extent that a Holder of an Allowed Rhodium 2.0 Secured Notes Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed Rhodium 2.0 Secured Notes Claim, on the Effective Date, or as~~	Unimpaired	~~Unimpaired~~No (Presumed to Accept)	$~~25,651,072.08~~1,051,055.12	100%

[7] The summary of the Plan provided herein is qualified in its entirety by reference to the Plan.

[8] Unless otherwise specified, the amounts in this column include estimated Allowed Claim amounts plus applicable post-petition interest through the Effective Date. These figures are solely estimates and may not reflect the value of the Claims that will ultimately be Allowed.

	~~soon as reasonably practicable thereafter, each such Holder shall receive payment in Cash in an amount equal to such Allowed Rhodium 2.0 Secured Notes Claim, *provided,* that the aggregate amount of all Allowed~~ Rhodium 2.0 Secured Notes Claims ~~shall be reduced (i) by the amount of Cash received by Holders of such Claims as adequate protection and (ii) the amount of Cash received by Holders of such Claims in accordance with the Pending Pleadings.~~				
~~**Class**~~ 2 ~~**Rhodium Encore Secure**~~	~~Except to the extent that a Holder of an Allowed Rhodium Encore Secured Notes~~	Unimpaired	~~Unimpaired~~No (Presumed to Accept)	$~~22,676,953.98~~647,841.49	100%

~~d Notes Claims~~	~~Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed Rhodium Encore Secured Notes Claim, on the Effective Date, or as soon as reasonably practicable thereafter, each such Holder shall receive payment in Cash in an amount equal to such Allowed Rhodium Encore Secured Notes Claim,~~ *~~provided,~~* ~~that the aggregate amount of all Allowed~~ Rhodium Encore Secured Notes Claims ~~shall be reduced (i) by the amount of Cash received by Holders of such Claims~~				

	~~as adequate protection and (ii) the amount of Cash received by Holders of such Claims in accordance with the Pending Pleadings.~~				
~~**Class** 3 **Rhodium Technologies Secured Notes Claims**~~	~~Except to the extent that a Holder of an Allowed Rhodium Technologies Secured Notes Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed Rhodium Technologies Secured Notes Claim, on the Effective Date, or as soon as reasonably practicable thereafter, each such Holder shall receive payment in Cash in an amount equal to such Allowed~~	Unimpaired	~~Unimpaired~~No (Presumed to Accept)	$~~6,756,026.93~~4,645,291.98	100%

	~~Rhodium Technologies Secured Notes Claim , *provided*, that the aggregate amount of all Allowed~~ Rhodium Technologies Secured Notes Claims ~~shall be reduced by the amount of Cash received by Holders of such Claims in accordance with the Pending Pleadings.~~				
~~**Class** 4 **Priority Non-Tax Claims**~~	~~Except to the extent that a Holder of an Allowed~~ Priority Non-Tax ~~Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Non-Tax Claim, on the Effective Date, or as soon as reasonably practicable thereafter,~~	Unimpaired	~~Unimpaired~~No (Presumed to Accept)	$0-8 million	100%

	~~each such Holder shall receive payment in Cash in an amount equal to such Allowed Priority Non-Tax Claim.~~Claims				
~~Class~~ 5a ~~Guaranteed Unsecured Claims~~	~~Except to the extent that a Holder of an Allowed Guaranteed Unsecured Claim agrees to a less favorable treatment of such Claim, each such Holder shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, on the later of (as applicable) (i) the Effective Date or as soon as reasonably practicable thereafter and (ii) on or before the first Business Day after the date that is thirty (30)~~	Unimpaired	~~Unimpaired~~No (Presumed to Accept)	$10,762,380.61	100%

	~~calendar days after the date such Guaranteed Unsecured Claim becomes an Allowed Guaranteed Unsecured Claim, each such Holder shall receive payment in Cash in an amount equal to such Allowed Guaranteed Unsecured Claim, *provided*, that to the extent that a Holder of an Allowed Guaranteed Unsecured Claim against a Debtor holds any joint and several liability claims, guaranty claims, or other similar claims against any other Debtors or the Reorganized Debtors, as applicable, arising from or relating to the same~~				

	~~obligations or liability as such Guaranteed Unsecured Claim, such Holder shall only be entitled to a distribution on one Guaranteed Unsecured Claim against the Debtors or the Reorganized Debtors, as applicable, in full and final satisfaction of all such Claims; *provided, further*, that the aggregate amount of all Allowed Guaranteed Unsecured Claims shall be reduced by the amount of Cash received by Holders of such Claims in accordance with the Pending Pleadings.~~ ~~Except as otherwise agreed upon pursuant to a settlement with the~~				

	~~Debtors or the Reorganized Debtors, as applicable, the Allowed amount of any Guaranteed Unsecured Claim shall include all interest accrued from the Petition Date through the date of distribution of 3.05%.~~Guaranteed Unsecured Claims				
~~**Class** 5b **General Unsecured Claims**~~	~~Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of such Claim, each such Holder shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, on the later of (as applicable) (i) the Effective Date or as soon as~~	Unimpaired	~~Unimpaired~~No (Presumed to Accept)	$6,714,404.44	100%

	~~reasonably practicable thereafter and (ii) on or before the first Business Day after the date that is thirty (30) calendar days after the date such General Unsecured Claim becomes an Allowed General Unsecured Claim, payment in Cash in an amount equal to such Allowed General Unsecured Claim, provided, further, that to the extent that a Holder of an Allowed General Unsecured Claim against a Debtor holds any joint and several liability claims, guaranty claims, or other similar claims against any other~~				

	~~Debtors or the Reorganized Debtors, as applicable, arising from or relating to the same obligations or liability as such General Unsecured Claim, such Holder shall only be entitled to a distribution on one General Unsecured Claim against the Debtors or the Reorganized Debtors, as applicable, in full and final satisfaction of all such Claims; *provided, further*, that the aggregate amount of all Allowed General Unsecured Claims shall be reduced by the amount of Cash received by Holders of such Claims in accordance with the Pending Pleadings.~~				

	~~Except as otherwise agreed upon pursuant to a settlement with the Debtors or the Reorganized Debtors, as applicable, the Allowed amount of any General Unsecured Claim shall include all interest accrued from the Petition Date at the Federal Judgment Rate.~~General Unsecured Claims				
~~**Class**~~ 6 ~~**Intercompany Claims**~~	~~On the Effective Date, without the need for any further corporate or limited liability company action or approval of any board of directors, management, or shareholders of any Debtor, or reorganized Debtor, as applicable, each such~~	Unimpaired	~~Unimpaired~~No (Presumed to Accept)	N/A	100%

	~~Holder shall receive payment in Cash in an amount equal to such Allowed~~ Intercompany ~~Claim.~~Claims				
~~Class~~ 7 ~~Late Filed Claims~~	~~Except to the extent that a Holder of an Allowed Late Filed Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed Late Filed Claim, on the Effective Date, or as soon as reasonably practicable thereafter, each such Holder shall receive payment in Cash in an amount equal to such Allowed Late Filed Claim.~~Late Filed Claims	Unimpaired	~~Unimpaired~~No (Presumed to Accept)	N/A	100%
8a	Transcend Parties Claims	Impaired	Yes (Entitled to Vote)	The higher of $15 million or ~38% of total recoveries awarded to Rhodium Enterprises Class A	N/A

				Interests	
~~Class 8 Section 510(b) Claims~~8b	~~Except to the extent that a Holder of an Allowed Section 510(b) Claim agrees to a less favorable treatment of such Claim, all Holders of Section 510(b) Claims shall receive the same treatment under the Plan as afforded to them on account of their Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, or REI/RTL Interests, as applicable.~~ SAFE Claims	Impaired	~~Unimpaired (Presumed to Accept~~Yes (Entitled to Vote)	~~N/A~~Vote as a Class to accept the Amended Plan: 55% of (i) Debtors' distributable Cash; (ii) the proceeds from the liquidation of the Debtors' Remaining Assets; and (iii) Rhodium D&O Proceeds.[9] Vote as a Class to reject the Amended Plan: 50% of the Debtors' distributable Cash.	~~100%~~N/A
8c	LTIP Claims	Impaired	Yes (Entitled to Vote)	Approximately 4.2% of the Debtors' distributable Cash	N/A

[9] The treatment afforded to SAFE Claims in Class 8b shall not be changed in the event that (i) the SAFE Claims are reclassified as Interests pursuant to a Final Order of the Bankruptcy Court, or (ii) are subordinated in accordance with section 510(b) of the Bankruptcy Code.

				(subject to the cap in section 4.11(b) of the Plan)	
9a	Rhodium Technologies Interests	Impaired	Yes (Entitled to Vote)	To Imperium Investments Holdings: $13,160,869.72	N/A
~~Classes 9a-f Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, REI/RTL Interests~~ 9b	~~On the Effective Date, without the need for any further corporate or limited liability company action or approval of any board of directors, management, or shareholders of any Debtor or Reorganized Debtor, as applicable: In an Interpleader Scenario, all Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, and REI/RTL Interests shall remain unaltered. Any and all~~	Impaired	~~Interpleader scenario: Unimpaired (Presumed to Accept) Settled Equity Split Scenario: Impaired~~ Yes (Entitled to Vote)	~~N/A~~If SAFE Claims vote as a Class to accept the Amended Plan: Rhodium Enterprises Class A Interests receive (i) 40.8% of the Debtors' distributable Cash and (ii) 45% of (x) the proceeds from the liquidation of the Debtors' Remaining Assets and (y) the Rhodium D&O Proceeds. If SAFE Claims vote as a Class to reject the Amended Plan: Class A interests of Rhodium Enterprises receive (i) 45.8% of Debtors' distributable Cash and (ii) 100% of (x) the proceeds from the liquidation of the Debtors' Remaining Assets and (y) the Rhodium D&O Proceeds.	~~TBD~~N/A

	~~distributions on account of Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, and REI/RTL Interests shall be made after, and in accordance with, the resolution of the Interpleader Proceeding, and all distributions to Holders of such Interests or any other Person or Entity party to the Interpleader Proceeding shall be made solely from the Equity Reserve.~~ ~~In a Settled Equity Split Scenario, each Holder of Existing Common Interests, Transcend~~				

	~~Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, and REI/RTL Interests shall receive payment in Cash in an amount equal to its pro rata share of the Equity Reserve as provided for in, and in accordance with the terms of, the Settled Equity Split.~~ Rhodium Enterprises Class A Interests				
9c	Imperium REI Interests	Impaired	No	$0	0%
~~**Class 9 Intercompany Interests**~~10	~~On the Effective Date, without the need for any further corporate or limited liability company action or approval of any board of directors, management, or shareholders~~	Impaired	No (Deemed to Reject)	~~[N/A]~~TBD	~~0%~~N/A

	~~of any Debtor or Reorganized Debtor, as applicable, all~~ Intercompany Interests ~~shall be cancelled, released, and extinguished without any distribution.~~				

THE ESTIMATED ALLOWED CLAIM AND INTEREST AMOUNTS SET FORTH IN THE TABLE ABOVE ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR THE AVOIDANCE OF DOUBT, THE DEBTORS ARE CONTINUING TO REVIEW CLAIMS AND INTERESTS FILED AGAINST THEM, AND PARTIES MAY OBJECT TO THE ALLOWED AMOUNTS OF CLAIMS OR INTERESTS SET FORTH IN THE AMENDED PLAN. REFERENCE SHOULD BE MADE TO THE ENTIRE AMENDED PLAN FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS.

III.
THE DEBTORS' BUSINESS

A. General Overview

The Debtors were industrial scale digital asset technology companies utilizing proprietary technologies to mine Bitcoin. The Company achieved sustainability and cost-effectiveness through the use of a fully integrated infrastructure platform, access to low-cost power, and directly owning and operating a majority of the components of its customized mining site. The fully integrated infrastructure platform ~~includeed~~included a proprietary liquid-cooling technology system, efficiency optimization software, and end-to-end management software allowing the Company to maintain low operating costs and manage energy consumption. Strategically chosen Texas sites allowed the Company to obtain competitive energy pricing through long-term energy contracts. The Company owned some of the largest liquid-cooling mining sites in the world, with approximately 227.5 MW of deployed capacity with mostly liquid-cooled miners across two operational data centers in Texas (the "**Data Centers**"). The Company's principal operations were conducted at a facility in Rockdale, Texas owned by Whinstone with significant infrastructure investment from the Debtors (the "**Rockdale Site**").

The Company's additional bitcoin mining operations were located at a second facility in Temple, Texas (the "**Temple Site**") prior to the Temple Sale. Through the use of proprietary software and infrastructure, the Debtors ~~have~~had the flexibility to curtail operations and release energy capacity during emergencies and high-demand periods, allowing their power supplier to sell unused capacity back to the Texas power market. In exchange, the Debtors ~~have~~had a contractual right to recoup energy credits from their power suppliers. In addition to bitcoin

mining operations, the Debtors also provided hosting services to third parties at the Temple Site. ~~Since~~From inception, the Debtors ~~have~~ built a considerable asset base, gained market trust as a premier hosting provider, and demonstrated a multi-year track record of successful management of their businesses.

B. Digital Asset Mining[10]

Digital asset mining ("**Mining**") is the process in which transactions involving cryptocurrency are verified and added to the blockchain public ledger through specialized computers ("**Miners**") solving a computational encryption puzzle. Mining secures the blockchain network and is also the process through which new coins are added to the existing circulating supply. The Debtors mine the cryptocurrency bitcoin, which operates on a proof of work system. Under a proof of work system, Miners compete with each other to solve complex algorithms to validate a block of transactions; as a reward for being the first to solve an algorithm, the Miner is rewarded with newly created bitcoin. Miners can work together in mining pools to increase their likelihood of solving an algorithm.

The profitability of Mining is driven by a number of key variables, including (1) the price of bitcoin, (2) the Miners' hash rate, (3) the network hash price,[11] and (4) electricity costs. Hash rate refers to a Miner's ability to solve algorithmic computations per second; a higher hash rate is more likely to be the first to solve the computation and be rewarded with bitcoin. Hash price is expressed as the monetary value of bitcoin per each terahash per second of computing power generated by a Miner. Electricity costs are important because electricity is used to power the Miners and other equipment within a Mining facility.

C. Debtors' History

i. Company History

The Debtors' principals first met Whinstone's then-CEO in 2019, when Whinstone's "facility" was nothing more than a large plot of empty land. At the time, Whinstone had few employees, limited prospects, and virtually no money. So, it offered certain of the Debtors a guaranteed 10-year electricity deal—the most important cost input for bitcoin mining—and in exchange, those Debtors would pay to build out the Rockdale Site. Critical to the deal was a fixed price for electricity for the 10-year term.

The Debtors were then formed variously between March 2020 and June 2021. The parties formed a joint venture, Rhodium JV LLC ("**Rhodium JV**"), to carry out their deal. The Debtors' founders owned 87.5% of Rhodium JV's equity, and Whinstone owned the remaining 12.5%. Rhodium JV serves as a holding company for a number of the operating entities actually conducting the bitcoin Mining operation at the Rockdale Site.

---

[10] A more detailed explanation of Mining can be found in paragraphs 27-37 of the Declaration of David M. Dunn in Support of Chapter 11 Petitions and First Day Relief (the "**First Day Declaration**") (Docket No. 35).

[11] Network hash price reflects a combination of network hash rate, bitcoin price, and reward/transaction fees, distilled into one metric, that is expressed as the $ value of bitcoin derived per 1 Th/s (terahashes per second) of computing power.

ii. The Rockdale Site

The Company invested over $150 million building out the Rockdale Site over two years, which involved installing complex and proprietary infrastructure that cannot readily be used anywhere else. Much of the Rockdale Site investment was funded by outside investors of the Company; certain of the Debtors also incurred related funded debt.

In July 2020, Whinstone and various Debtors entered into hosting agreements, each providing for the Company party to receive quantities of electricity from Whinstone at a fixed price for at least ten years (the "**Hosting Agreements**"). Since that time, many of the Hosting Agreements have been assigned by and among the Debtors.[12]

On December 31, 2020, Whinstone redeemed its ownership interest in Rhodium JV in exchange for 12.5% of Rhodium JV's profits under its profit sharing agreement (the "**RJV Profit Sharing Agreement**"), effectively giving Whinstone a "synthetic dividend" (the "**Redemption Agreement**"). The RJV Profit Sharing Agreement did not give Whinstone an interest in any other entity's profits, nor did it expressly mention any of the other contracts among the parties. On the other hand, the accompanying Redemption Agreement provided that the duties and obligations of the parties to each other under any existing hosting or power agreements will continue as set forth in such agreements.

Separately, Whinstone entered into another profit sharing agreement with Air HPC LLC ("**Air HPC**"), which serves as a holding company for another operating entity that conducts a bitcoin Mining operation at the Rockdale site. Under that agreement, Whinstone was receiving 50% of Air HPC's profits, as defined in such agreement (together with the RJV Profit Sharing Agreement, the "**Profit Sharing Agreements**").

Rhodium JV and Air HPC are holding companies receiving dividends from their operating subsidiaries. Air HPC conducts mining operations in Building B of the Rockdale Site through its subsidiary Jordan HPC LLC ("**Jordan HPC**"). Rhodium JV conducts the operations in Building C of the Rockdale Site through subsidiaries Rhodium 30MW LLC ("**Rhodium 30MW**"), Rhodium Encore LLC ("**Rhodium Encore**"), Rhodium 2.0 LLC ("**Rhodium 2.0**") and Rhodium 10MW LLC ("**Rhodium 10MW**"). Building C represents about 80% of Rhodium's mining capacity at the Rockdale Site while Building B represents the other 20%.

Consistent with the Profit Sharing Agreements, Rhodium JV and Air HPC have regularly passed on the designated percentage of their after-tax cash profits to Whinstone (the "**Profit Sharing Payments**"). The Profit Sharing Payments only attach to the operations at the Rockdale Site, are specifically defined in Annex 2 to the Profit Sharing Agreements, and are separate from the electricity payments due to Whinstone under Hosting Agreements. The Profit Sharing Payments did not start accruing until 2021.

Separately, various Debtors entered into a water supply agreement with Whinstone for the provision of industrial water to assist with cooling of the Debtors' Miners (the "**Water Supply Agreement**"). Cooling is a critical part of a Mining operation and contributes substantially to the

[12] A more detailed account of the various Hosting Agreements and specific Debtor entities to which they were assigned can be found in the First Day Declaration.

efficiency and profitability of the operation. Rhodium uses a liquid coolant technology employing a dielectric fluid, dramatically increasing their heat efficiency and, consequently, productivity. For this system to work at maximum efficiency, an industrial water supply is necessary for the cooling system and fans to work properly. Because Whinstone refused to perform under the Water Supply Agreement and does not currently provide water services to the contracting Company parties, the cooling system, and thus the Miners themselves, work less efficiently, increasing downtime during periods of high heat. Jordan HPC uses an air cooling system instead of liquid cooling. Whinstone entered into a 25 MW power contract with Jordan HPC.

In total, the Rockdale Site has in place 125 MW worth of infrastructure with a current hash rate of 2.8 EH/s. Whinstone acquired specified assets at the Rockdale Site in connection with the Whinstone Settlement.

iii. The Temple Site

On August 31, 2021, the Company entered into a 10-year datacenter lease with Temple Green Data LLC ("**Temple Green Data**") to receive datacenter site hosting and power supply services at the Temple Site. The Temple Site mining operation was conducted by Rhodium Renewables LLC ("**Rhodium Renewables**"). The Debtors' operations at the Temple Site utilized a liquid immersion cooling system. The facility had in place 102.5 MW worth of infrastructure with a then-current hash rate of 2.7 EH/s. The Temple Site was sold in connection with the Temple Sale.

iv. Capital Raises

Certain Company parties conducted several capital raises to fund the investment in its bitcoin Mining infrastructure. To fund the development of the Rockdale Site, certain of the Debtors issued equity and debt to several groups of investors. Investors in Rhodium 30MW and Jordan HPC obtained equity and secured debt in those two entities, respectively, but their debt was paid off early. Rhodium Encore and Rhodium 2.0 raised capital in the form of equity and debt in early 2021~~, and their debt remains outstanding, except as described below.~~. Specifically, Rhodium Encore issued secured notes in the amount of $23,100,000, under which approximately $~~22.155~~0.634 million is still outstanding with ~~a current~~an interest rate of 2.2%. Rhodium 2.0 issued secured notes in the amount of $31,500,000, under which approximately $~~25.114~~1.029 million is still outstanding and carries the interest rate of 2.20%. The respective equity interests of all investors in the Debtors were subsequently rolled up to Rhodium Enterprises, Inc. ("**Rhodium Enterprises**") in a June 30, 2021 reorganization (the Rollup defined below).

In July 2024, some of the Rhodium Encore and Rhodium 2.0 noteholders exchanged their notes for approximately $6.4 million of secured notes of Rhodium Technologies LLC ("**Rhodium Technologies**"), with collateral consisting of certain assets of Rhodium 30MW (the "**Note Exchange**"). The Rhodium Technologies' notes issued pursuant to the Note Exchange carry an interest rate of 5.5%.

Between June 2, 2021 and October 19, 2021, in an effort to raise capital for the Company, Rhodium Enterprises entered into multiple ~~Simple Agreements for Future Equity (each such~~

~~agreement, a "**SAFE**")~~SAFEs with certain investors, issuing rights to receive shares of Rhodium Enterprises Class A common stock upon the occurrence of subsequent financing or public listing, for a total of $87 million in aggregate.

In October 2021, in connection with a bridge financing (fully repaid in 2022), Rhodium Enterprises issued the ADI Warrants to certain Transcend Parties in exchange of $91,108. Among other things, the ADI Warrants provide that, prior to October 1, 2026 at 5:00 p.m. Eastern Time, their holders are entitled to cumulatively purchase 7,500,000 Class A common stock in Rhodium Enterprises, par value $0.0001 per share, at a price of $10.29 per share.

In September 2022, the Debtors issued debt and equity warrants to a group of investors, with ~~secured~~ notes issued by Rhodium Technologies guaranteed by Imperium and secured by stock of Rhodium Enterprises (the "**2022 Note Issuance**"), and warrants exercisable for shares of Class A common stock in Rhodium Enterprises. Rhodium Technologies~~ issued secured notes~~' 2022 Note Issuance was in the amount of $~~18,899,900.00, under which approximately $10,316,864 remains outstanding~~18,899,900.

In July 2024, some of the Rhodium Encore and Rhodium 2.0 noteholders exchanged their notes for approximately $6.4 million of new secured notes of Rhodium Technologies, with collateral consisting of certain assets of Rhodium 30MW (i.e., the "**Note Exchange**"). The Rhodium Technologies' notes issued pursuant to the Note Exchange carry an interest rate of 5.50%.

~~Together with~~Rhodium Technologies secured obligations under the Note Exchange~~,~~ currently amount to $4.429 million, while Rhodium Technologies~~' secured liabilities as of the Petition Date amounted to approximately $16,738,384.67~~ obligations under the 2022 Issuance amount to $1.598 million.

v. The IPO Attempt

In 2021, in an effort to raise capital for the Company, Rhodium Enterprises underwent a corporate reorganization to become a holding company for Rhodium Technologies in preparation for an Initial Public Offering (the "**IPO**") on NASDAQ through an Up-C structure. Rhodium Enterprises filed with the Securities and Exchange Commission ("**SEC**") a Registration Statement on October 28, 2021, an updated Registration Statement on January 18, 2022, and abandoned plans of an IPO in late 2022, withdrawing its Registration Statement on November 15, 2022.

vi. The Rollup

Rhodium Enterprises was formed on April 22, 2021 as a Delaware corporation to become a holding corporation for Rhodium Technologies (formerly named Rhodium Enterprises LLC) and its Debtor subsidiaries upon completion of a corporate reorganization that closed on June 30, 2021 (the "**Rollup**"). Rhodium Enterprises is the sole managing member of Rhodium Technologies. It controls and is responsible for all operational, management and administrative decisions related to Rhodium Technologies' business and consolidates the financial results of Rhodium Technologies and its subsidiaries.

Pursuant to the Rollup, the Company completed the execution of its corporate reorganization whereby (1) all non-controlling interest unit holders of Rhodium 30MW, Jordan HPC, Rhodium

Encore, Rhodium 2.0, and Rhodium 10MW; and (2) all non-controlling interest unit holders of Rhodium Technologies (collectively, the "**Rollup Participants**") entered into a transaction whereby in-kind contributions of the Rollup Participants' ownership in the respective entities (the "**Non-Controlling Membership Interests**") were made to Rhodium Enterprises in exchange for 110,593,401 shares of Class A common stock, par value $0.0001 per share, of Rhodium Enterprises (the "**Class A Common Stock**") in the aggregate. Rhodium Enterprises then transferred the Non-Controlling Membership Interests to Rhodium Technologies in exchange for units of Rhodium Technologies ("**Rhodium Units**") as a value-for-value in-kind contribution.

As a result of the Rollup, (a) Imperium retained 180,835,811 Rhodium Units, or approximately 62.1% of the economic interest in Rhodium Technologies, (b) Rhodium Enterprises acquired 110,593,401 Rhodium Units, or approximately 37.9% of the economic interest in Rhodium Technologies, (c) Rhodium Enterprises became the sole managing member of Rhodium Technologies, responsible for all operational, management and administrative decisions relating to Rhodium Technologies' business, and consolidates financial results of Rhodium Technologies and its subsidiaries, (d) Rhodium Enterprises became a holding company whose only material asset consists of membership interests in Rhodium Technologies, (e) Rhodium Enterprises issued 100 shares of its Class B common stock, par value $0.0001 per share, to Imperium, which has 100% of the outstanding voting power of Rhodium Enterprises, (f) Rhodium Enterprises issued 110,593,401 shares of Class A Common Stock to the Rollup Participants,[13] which have certain limited voting rights, and (g) Rhodium Technologies directly or indirectly owns all of the outstanding equity interests in the subsidiaries through which the Company operates its assets. As of the Petition Date, Imperium owned 177,357,448 Rhodium Units and Rhodium Enterprises owned 114,332,113 Rhodium Units. In other words, Imperium owns ~~60.670824~~approximately 60.67% of Rhodium Technologies, and Rhodium Enterprises owns ~~39.329176~~approximately 39.33% of Rhodium Technologies, which in turn owns, directly or indirectly, the operating subsidiaries of the Company.

vii. Data Centers and Business Operations

The Company ~~is~~was previously an operator of dedicated, purpose-built facilities for Mining. ~~The~~ As of the Petition Date, the Company's primary business activities ~~consist~~consisted of Mining utilizing Company-owned Miners to process transactions conducted on the bitcoin network in exchange for transaction processing fees awarded in digital currency assets. The Company used two facilities: the co-located Rockdale Site and the leased Temple Site. ~~The~~As of the Petition Date, the Debtors operating the Rockdale Site own 42,504 Miners, of which they leased 8,880 Miners to Rhodium Renewables operating the Temple Site, with 33,624 remaining at the Rockdale Site in Buildings B and C. As of the Petition Date, Rhodium Renewables had 20,088 Miners deployed at the Temple Site, of which 8,880 were leased from Debtors operating the Rockdale Site and 11,208 were owned by Rhodium Renewables. ~~At~~As of the ~~Temple Site~~Petition Date, Rhodium Renewables hosted at the Temple Site an additional 5,376 Miners

[13] For avoidance of doubt, the referenced 110,593,401 shares of Class A Common Stock do not include any of the shares of Proof Proprietary Investment Fund Inc., Proof Capital Alternative Income Fund, and Proof Capital Alternative Growth Fund resulting from the conversation of debt relating to the 2022 Issuance into equity of Rhodium Enterprises.

owned by a non-debtor, for a total of 25,464 Miners deployed at ~~the Temple~~that Site. Additionally, Rhodium Renewables kept 10,486 Miners at the Temple Site that were not deployed but were used as spares or "bench" parts.

Rhodium Shared Services provides operational services to the Debtors under a Shared Services Agreement (the "**SSA**"). Under the SSA, Rhodium Shared Services provides the Debtors with employees, utilities, insurance, services related to taxes, certain other professional services, vendor contracts, and other operational needs of the Debtors.

~~The~~As of the Petition Date, the Debtors' primary source of revenue ~~is~~was revenue generated from the sale of bitcoin mined by Company-owned Miners. Additional revenue was generated from Debtors' Miner hosting operations at the Temple Site, pursuant to which a non-debtor paid Rhodium Renewables for the energy consumed by that non-debtor's 5,376 Miners hosted at the Temple Site and a profit share depending on performance and market conditions, and the sale of unused electricity at the Temple ~~sight~~site, generally when more profitable to do so than mine bitcoin.

The Company has focused on bitcoin Mining since its inception. The Company's Mining subsidiaries ~~participate~~participated in "mining pools" organized by its mining pool operators, in which the Company shares its Mining subsidiaries' mining power with the hash rate generated by other miners participating in the pool to earn cryptocurrency rewards. The mining pool operator provides a service that coordinates the computing power of the independent Mining enterprises participating in the mining pool. Revenues from cryptocurrency Mining are impacted by volatility in bitcoin prices, as well as increases in the bitcoin blockchain's hash rate resulting from the growth in the overall quantity and quality of Miners working to solve blocks on the bitcoin blockchain and the difficulty level associated with the secure hashing algorithm employed in solving the blocks.

viii. Other Sources of Revenue

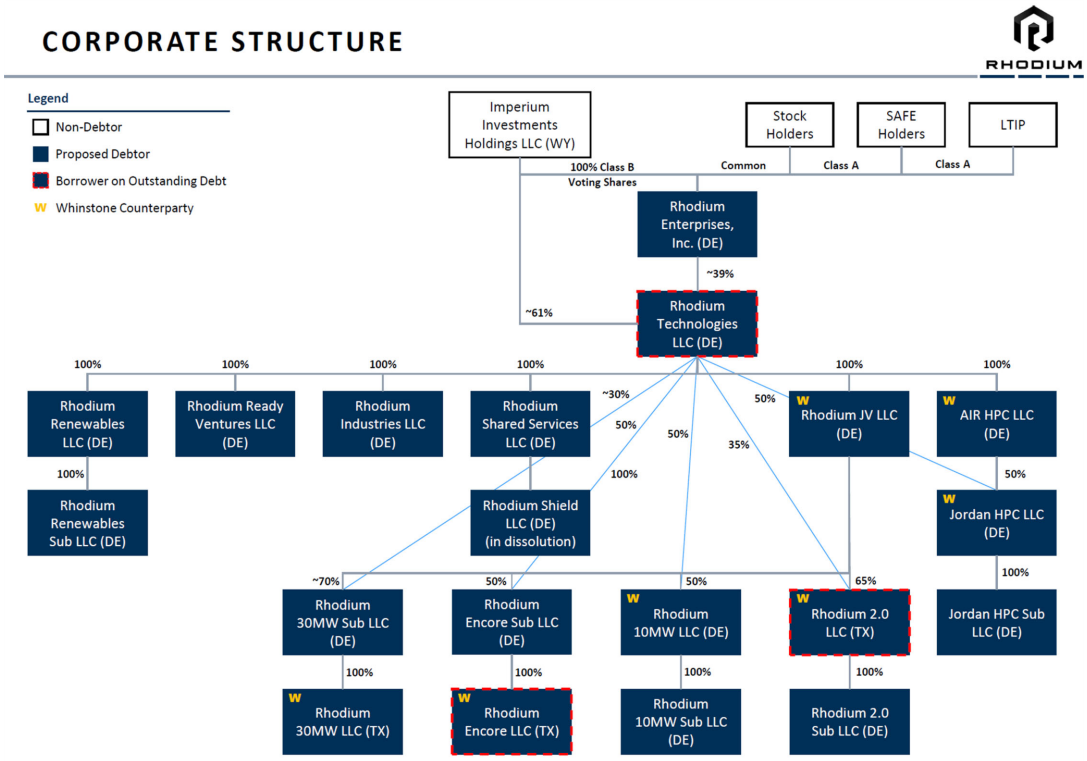
Additional revenue was generated from hosting operations and electricity sales. At the Temple Site, Rhodium Renewables hosted 5,376 Miners owned by a non-debtor. Under the miner hosting arrangement, the non-Debtor paid Rhodium Renewables for the energy consumed by its Miners and a profit share depending on performance and market conditions.

IV.
DEBTORS' CORPORATE AND CAPITAL STRUCTURE

A. Corporate Structure

The following chart depicts the Debtors' simplified corporate structure as of the Petition Date:[14]

[14] The corporate structure chart is for illustrative purposes only. Nothing in the Amended Plan or this Amended Disclosure Statement is or shall be construed as an admission by the Debtors that the Holders of SAFE Claims hold Claims rather than Interests.



All of the other Debtors are wholly owned, directly or indirectly, by Rhodium Enterprises, and are wholly owned, directly or indirectly, by a subsidiary of Rhodium Enterprises, Debtor Rhodium Technologies.

B. Corporate Governance and Management

The Company's governance structure reflects its corporate structure: non-debtor Imperium owns all of the outstanding voting shares of Rhodium Enterprises, which has its own board, listed below. Rhodium Enterprises is the manager of Rhodium Technologies. Rhodium Technologies is the manager of Rhodium JV. In turn, Rhodium JV is the manager of Rhodium Encore, Rhodium 2.0, Rhodium 30MW, and Rhodium 10MW, as well as their subsidiaries and parents. Rhodium Technologies is also the manager of Rhodium Renewables, Rhodium Ready Ventures LLC ("**Rhodium Ready Ventures**"), Rhodium Industries, Rhodium Shared Services, Air HPC, and their respective subsidiaries. ~~The current governing bodies of the Debtors are included in the table below, beginning with Rhodium Enterprises' highly experienced board and management consisting of the following individuals:~~

Rhodium Enterprises' board consists of the following individuals: (i) David Eaton (Independent Director); (ii) Spencer Wells (Independent Director); (iii) Chase Blackmon (Director and Chief Executive Officer); (iv) Cameron Blackmon (Director, President and Chief Technology Officer); (v) Jonas Norr; and (vi) Renata Szkoda (Director). The secretary of Rhodium Enterprises' board is Charles Topping, who also is General Counsel. Other members of Rhodium Enterprises' management are: (i) Kevin Hays (Chief Financial Officer); (ii) Alex Peloubet (Vice President of Accounting and Finance); (iii) Morgan Soule (Vice President and Assistant General Counsel); (iv) Alicia Catatao (Vice President of Human Resources); (v) Matt Smith (Vice President of

Strategy, Mining); (vi) Zach Kerr (Vice President of Technology); and (vii) Ashley Jonson (Controller).

~~***Rhodium Enterprises Inc.***~~	
~~**Name**~~	~~**Position**~~
~~Chase Blackmon~~	~~Director and Chief Executive Officer~~
~~Cameron Blackmon~~	~~Director, President, and Chief Technology Officer~~
~~Charles Topping~~	~~Secretary and General Counsel~~
~~Kevin Hays~~	~~Chief Financial Officer~~
~~David Eaton~~	~~Independent Director~~
~~Spencer Wells~~	~~Independent Director~~
~~Jonas Norr~~	~~Independent Director~~
~~Renata Szkoda~~	~~Independent Director~~
~~Caleb Van Zoeren~~	~~Senior Vice President of Operations~~
~~Alex Peloubet~~	~~Vice President of Accounting and Finance~~
~~Morgan Soule~~	~~Vice President and Assistant General Counsel~~
~~Alicia Catatao~~	~~Vice President of Human Resources~~
~~Matt Smith~~	~~Vice President of Strategy, Mining~~
~~Zach Kerr~~	~~Vice President of Technology~~
~~Ashley Jonson~~	~~Controller~~
~~***Rhodium Technologies LLC***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium Enterprises LLC~~	~~Manager~~
~~***Rhodium Renewables LLC***~~	
~~**Name**~~	~~**Position**~~

~~*Rhodium Enterprises Inc.*~~	
~~**Name**~~	~~**Position**~~
~~Rhodium Technologies LLC~~	~~Manager~~
~~*Rhodium Renewables Sub LLC*~~	
~~**Name**~~	~~**Position**~~
~~Rhodium Technologies LLC~~	~~Manager~~
~~*Rhodium Ready Ventures LLC*~~	
~~**Name**~~	~~**Position**~~
~~Rhodium Technologies LLC~~	~~Manager~~
~~*Rhodium Industries LLC*~~	
~~**Name**~~	~~**Position**~~
~~Rhodium Technologies LLC~~	~~Manager~~
~~*Rhodium Shared Services LLC*~~	
~~**Name**~~	~~**Position**~~
~~Rhodium Technologies LLC~~	~~Manager~~
~~*Rhodium Shared Services PR LLC*~~	
~~**Name**~~	~~**Position**~~
~~Rhodium Technologies LLC~~	~~Manager~~
~~*Air HPC LLC*~~	
~~**Name**~~	~~**Position**~~
~~Rhodium Technologies LLC~~	~~Manager~~
~~*Jordan HPC LLC*~~	
~~**Name**~~	~~**Position**~~

~~***Rhodium Enterprises Inc.***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium Technologies LLC~~	~~Manager~~
~~***Rhodium JV LLC***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium Technologies LLC~~	~~Manager~~
~~***Rhodium Encore LLC***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium JV LLC~~	~~Manager~~
~~***Rhodium Encore Sub LLC***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium JV LLC~~	~~Manager~~
~~***Rhodium 2.0 LLC***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium JV LLC~~	~~Manager~~
~~***Rhodium 2.0 Sub LLC***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium JV LLC~~	~~Manager~~
~~***Rhodium 10MW LLC***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium JV LLC~~	~~Manager~~
~~***Rhodium 10MW Sub LLC***~~	
~~**Name**~~	~~**Position**~~

~~***Rhodium Enterprises Inc.***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium JV LLC~~	~~Manager~~
~~***Rhodium 30 MW Sub LLC***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium JV LLC~~	~~Manager~~
~~***Rhodium 30 MW LLC***~~	
~~**Name**~~	~~**Position**~~
~~Rhodium JV LLC~~	~~Manager~~

Rhodium Enterprises is the sole manager of Rhodium Technologies. In turn, Rhodium Technologies is the sole manager of the following Debtors: (i) Rhodium Renewables, LLC; (ii) Rhodium Renewables Sub LLC; (iii) Rhodium Ready Ventures LLC; (iv) Rhodium Industries LLC; (v) Rhodium Shared Services LLC; (vi) Air HPC LLC; (vii) Jordan HPC LLC; and (viii) Rhodium JV LLC. Further, Rhodium JV LLC is the sole manager of the following Debtors: (i) Rhodium Encore LLC; (ii) Rhodium Encore Sub LLC; (iii) Rhodium 2.0; (iv) Rhodium 2.0 Sub LLC; (v) Rhodium 10MW LLC; (vi) Rhodium 10MW Sub LLC; (vii) Rhodium 30MW LLC; and (viii) Rhodium 30MW Sub LLC.

C. Prepetition Capital Structure

The following description of the Debtors' capital structure is for informational purposes only and is qualified in its entirety by reference to the documents setting forth the specific terms of the Debtors' obligations and any related agreements.

i. Rhodium Encore Secured Notes:

In early 2021, Rhodium Encore issued to various investors secured notes in the aggregate amount of $23,100,000. Rhodium Encore also issued to its investors minority equity interests, which were subsequently exchanged in the Rollup for Class A non-voting stock in Rhodium Enterprises. In July 2024, some of the Rhodium Encore noteholders exchanged their notes for new notes of Rhodium Technologies. ~~Currently~~As of the Petition Date, approximately $22.155 million of the Rhodium Encore secured notes were outstanding with an interest rate of 2.20%. Following the entry of the Payment Orders, the majority of Rhodium Encore's noteholders have been paid off. Currently, approximately $0.634 million of the Rhodium Encore secured notes is still outstanding with a current interest rate of 2.20%.

ii. Rhodium 2.0 Secured Notes:

In early 2021, Rhodium 2.0 issued to various investors secured notes in the aggregate amount of $31,500,000. Rhodium 2.0 also issued to its investors minority equity interests, which were subsequently exchanged in the Rollup for Class A non-voting stock in Rhodium Enterprises. In August 2024, some of the Rhodium 2.0 noteholders exchanged their notes for new notes of Rhodium Technologies. As of the Petition Date, approximately $25.113 million of the Rhodium 2.0 secured notes were outstanding with an interest rate of 2.20%. Following the entry of the Payment Orders, the majority of Rhodium 2.0 noteholders have been paid off. Currently, approximately $~~45.674~~1.029 million of the Rhodium 2.0 secured notes is still outstanding with a current interest rate of 2.20%.

iii. Rhodium Technologies Secured Notes:

In September 2022, the Debtors issued debt and equity warrants to a group of investors, with ~~secured~~ notes issued by Rhodium Technologies guaranteed by Imperium and secured by stock of Rhodium Enterprises (the "2022 Note Issuance"), and warrants exercisable for shares of Class A common stock in Rhodium Enterprises. Rhodium Technologies ~~issued secured notes~~' 2022 Note Issuance was in the amount of $~~18,899,900.00, under which approximately $10,316,864 is still outstanding with an annual interest rate of 3.05%~~18,899,900.

In July 2024, some of the Rhodium Encore and Rhodium 2.0 noteholders exchanged their notes for approximately $6.4 million of new secured notes of Rhodium Technologies, with collateral consisting of certain assets of Rhodium 30MW (i.e., the "Note Exchange"). The Rhodium Technologies' notes issued pursuant to the Note Exchange carry an interest rate of 5.50%. ~~As a result~~

~~of the Note Exchange together with the September 2022 issuance of secured notes~~Following the entry of the Payment Orders, the majority of Rhodium Technologies noteholders have been paid off. Specifically, Rhodium Technologies secured obligations under the Note Exchange currently amount to ~~$16.738 million. As of the Petition Date, the Debtors had secured debt amounting~~approximately $4.429 million, while Rhodium Technologies obligations under the 2022 Issuance amount to approximately $~~64.007 million, consisting of $16.738 million in secured notes issued by Rhodium Technologies, $25.114 million in secured notes issued by Rhodium 2.0, and $22.155 million in secured notes issued by Rhodium Encore~~1.598 million.

D. ~~Ongoing~~ Litigation against the Company

~~The Company also faces litigation, discussed below.~~

i. The Whinstone Litigation:

The dispute with Whinstone ~~is~~was connected to one of Rhodium's largest competitors, publicly-listed Riot Blockchain, Inc. ("**Riot**"), which acquired Whinstone in a "strategic acquisition" on May 26, 2021. In its 2021 Form 10-K, Riot ~~discusses~~discussed its newly acquired business of co-location services for bitcoin mining companies and an expansion project of the Rockdale Site to add several new buildings for liquid-cooled mining operations. Riot touted that "the Whinstone Facility provides the critical infrastructure and workforce necessary

for institutional-scale miners to deploy and operate their miners." It also stated that "[w]e provide our clients with licensed space in specifically designed buildings to operate large quantities of miners with access to sufficient amounts of electricity to operate those miners under colocation agreements." There was, however, an obstacle in Riot's way: Rhodium, its Miners, its hosting clients, and its long-term contracts at competitive energy rates meant to compensate Rhodium for its investment in the very infrastructure Riot was now advertising.

In its public SEC filings, Form 10-Q for 2023 Q2, Riot acknowledged that the contracts with Rhodium are "Legacy Contracts inherited through the Whinstone acquisition containing below-market terms." Riot ~~wants~~wanted to either replace those contracts with "revised hosting agreements on market terms," or, as it has done with other "Legacy Hosting" clients, remove Rhodium from the premises and use Rhodium's infrastructure "as part of [Riot's own] Bitcoin Mining operations."

The purported dispute that led to Whinstone filing suit ~~against Whinstone concerns~~concerned the payments due to Whinstone under the contracts described above, specifically the Profit Sharing Agreements.

In April 2023, Whinstone's counsel wrote to Rhodium JV, Air HPC, Rhodium 30MW, and the Rhodium parent company to notify them that certain Rhodium entities had allegedly breached the Profit Sharing Agreements by an alleged failure to pay fees due under those agreements, and demanded over $13.5 million to remedy the underpayments and other alleged contractually owed amounts. Whinstone's counsel further stated that Whinstone would terminate the Profit Sharing Agreements if Rhodium did not comply with the demand.

Shortly thereafter, on May 2, 2023, Whinstone filed the Whinstone Litigation against certain Debtors, a breach of contract case captioned Whinstone US, Inc. v. Rhodium 30 MW LLC, Rhodium JV LLC, Air HPC LLC, and Jordan HPC LLC, Case No. CV41873, pending in the 20th District Court of Milam County, Texas. Whinstone amended the petition twice, alleging that Rhodium breached the terms of the Profit Sharing Agreements related to the Rockdale Site where Rhodium conducts bitcoin Mining operations, resulting in an alleged underpayment of now twice as much as Whinstone previously claimed: $26 million in hosting and service fees. Whinstone also sought, among other things, a declaration that the Profit Sharing Agreements replace or supersede its other agreements with the Debtors.

Rhodium successfully moved to compel arbitration, and in September 2023 the trial court ordered the parties to arbitrate Whinstone's claims and stayed the suit pending the outcome of the arbitration.

Over six weeks later—and without taking any steps to commence arbitration— Whinstone filed a petition for writ of mandamus in the Third Court of Appeals in Texas (the "**Third Court**"). The Third Court denied the petition on Wednesday, November 22, 2023 (the day before Thanksgiving).

Acting without warning late in the evening on Monday, November 27, 2023—the next business day—Whinstone shut off the power supply to all Rhodium operations at the Rockdale Site and had armed security escort a Rhodium employee at the Rockdale Site off the premises.

While the shutdown was happening, notwithstanding stayed litigation and a court order to arbitrate the dispute, and while refusing to engage in arbitration with Rhodium, on November 27, 2023, Whinstone, through its counsel, sent a "Notice of Termination" letter (the "**Notice of Termination**") to the Rhodium defendants' counsel, notifying the Rhodium defendants that the Profit Sharing Agreements were "terminated effective immediately" because of the failure to pay the amount demanded by the April 2023 letter. The November 2023 letter stated that because of the termination, "Whinstone immediately ceases providing power and Hosting Services to Rhodium pursuant to" the Profit Sharing Agreements, and effectively threatened to begin removing Rhodium's equipment, because it demanded an address to which the equipment should be sent.

This unlawful shutdown was an existential threat to Rhodium. Accordingly, Rhodium filed an emergency motion for a temporary restraining order and temporary injunction in the district court, asking the court for a temporary injunction requiring Whinstone to reinstate Rhodium's access to the premises, restore power, water, and all other utilities at the site, and in all other respects restore the status quo. The trial court first entered a temporary restraining order and then, after a five-hour evidentiary hearing, granted the temporary injunction on December 12, 2023. The trial court explained that Rhodium faced irreparable harm on multiple fronts, including permanent harm to its equipment and custom-built facilities, immeasurable harm to its goodwill and reputation, loss of its highly skilled Rockdale Site workforce, and the likelihood that Rhodium would go out of business. Rhodium gave the required $1,000,000 security, and Whinstone appealed the injunction to the Third Court.

Throughout the course of those proceedings, and despite the district court's order compelling arbitration, Whinstone repeatedly refused to initiate an arbitration. Thus, on December 11, 2023, Rhodium initiated arbitration against Whinstone relating to the claims and counterclaims at issue, including Rhodium's claims for energy credits and its damages under the Water Supply Agreement. Whinstone then sent a letter to the American Arbitration Association ("**AAA**") threatening to sue it for exercising jurisdiction over the dispute. Nevertheless, Whinstone filed an answer and counterclaims on December 29, 2023, and the parties began the arbitrator selection process under the rules of the AAA.

However, shortly thereafter, Whinstone decided once again to turn off the power to Rhodium's operations. It abruptly disconnected power to Building C at the Rockdale Site—which houses about 80% of Rhodium's operations at the Rockdale Site—late in the evening on Friday, January 12, 2024. Earlier that day, Rhodium had a minor failure of one of its over 600 fans, resulting in a small spill of BitCool, a non-toxic, non-hazardous, biodegradable coolant similar to a mineral oil that is used in Rhodium's immersion cooling systems. The spill was quickly cleaned up. Citing this incident, Whinstone again shut down Rhodium's power, this time having a Riot attorney send Rhodium a "Notice of Suspension," claiming that Whinstone had a right to contractually suspend power indefinitely. Whinstone allegedly relied on the RJV Profit Sharing Agreement to switch off power to all operating subsidiaries of the Company housed in Building C.

The improper shutdown caused extensive damage to Rhodium's equipment and infrastructure that further reduced the ability to mine bitcoin and required significant time and expense to repair. It is unclear whether Whinstone was profiting from the shutdown by selling the unused

electric power capacity back to the ERCOT market. But Whinstone was contractually obligated to guarantee the provision of electricity for at least 96-97% of the time—which was not happening during its arbitrary power shutdowns.

Rhodium filed various motions seeking to cause Whinstone to restore power to Rhodium's operations at the Rockdale Site, and was ultimately successful in obtaining an emergency order from an emergency arbitrator, who, unpersuaded by Whinstone's pretextual safety concerns after a two-day evidentiary hearing, ordered Whinstone to once again restore Rhodium's power and site access. This time—and for now—Whinstone complied. All together, Whinstone unjustifiably kept the power off for eight weeks, costing Rhodium over $9 million dollars in unmined bitcoin and causing significant harm to Rhodium's business.

Undeterred, Whinstone subsequently sent another letter threatening the AAA for exercising jurisdiction—and this time adding a threat against the emergency arbitrator personally.

Whinstone successfully appealed the earlier Milam County court's temporary injunction, and on March 27, 2024, the Third Court vacated that temporary injunction solely on the ground that certain provisions of the injunction order were vague. The appellate ruling did not disturb any of the district court's underlying factual or legal conclusions regarding the need for injunctive relief against the Notice of Termination.

Given the risk of irreparable harm should Whinstone implement the Notice of Termination, Rhodium immediately sought a further order from the emergency arbitrator. On April 3, 2024, the emergency arbitrator issued an order confirming that the district court's injunction remained in full force and effect at least until the appeals court issued its mandate in June 2024. Thus, there was no need for the emergency arbitrator to enter a further injunction at that time.

But in April 2024, Whinstone tried again: it purported to tender to Rhodium JV, Rhodium 30MW, Jordan HPC, and Air HPC a new, broader notice of termination of all power agreements and profit sharing agreements with any and all Rhodium entities, which was not sensibly based on any terms of the challenged contracts. In response, in June 2024, Rhodium obtained interim relief in the arbitration enjoining Whinstone from acting on any of its notices of termination or its Notice of Suspension.

Defending the Whinstone Litigation in multiple forums ~~is~~was costly, and the costs ~~are~~were escalating as Rhodium ~~continues~~continued playing whack-a-mole defending itself against Whinstone's self-help and appeals in various forums. The Whinstone Litigation was, however, a bet-the-company litigation: if Whinstone succeeded, Rhodium would have lost not just its damages but, more importantly, its life-blood—the energy supply to its mining site—and also its very access to the Rockdale Site with all the customized infrastructure in which Rhodium invested over $150 million over two years and which is not readily movable to another location. This would ~~leave~~have left Whinstone with a windfall of the infrastructure and highly desirable energy contracts necessary to conduct Mining operations, which Rhodium's competition and Whinstone's strategic purchaser, Riot, would thus ~~inherit~~have inherited.

As explained in more detail below, in November 2024, the Bankruptcy Court heard summary judgment motions and held a trial on issues related to the Assumption Motions (as defined

below). The Bankruptcy Court denied the Debtors' and Whinstone's summary judgment motions, and, on December 16, 2024, issued a written opinion (the "**Phase One Assumption Order**") (Docket No. 579) finding for the Debtors on all issues tried during Phase One of the Assumption Litigation (each as defined below). Many of the findings in the Phase One Assumption Order ~~bear~~bore directly on questions at issue in the Whinstone Litigation. On February 11, 2025, several of the Debtors filed a Complaint against Whinstone and Riot, alleging over $300 million in damages (Docket No. 770). On February 22, 2025, after the Mediation (as defined below), the Court issued an order resolving the second phase of the Assumption Litigation (Docket No. 800). On February 24, 2025, Whinstone filed a notice of appeal of the Assumption Orders (as defined below) (Docket No. 814) (the "**Appeal**").

ii. The Second Whinstone Litigation

Undeterred by its lack of success in the first Whinstone Litigation, Whinstone tried again, but in a different forum: on July 19, 2024, Whinstone filed an action in the District Court of Tarrant County, Texas, *Whinstone US, Inc. v. Imperium Investment Holdings LLC, Nathan Nichols, Chase Blackmon, Cameron Blackmon, Nicholas Cerasuolo, Rhodium Enterprises, Inc., Rhodium Technologies, LLC, and Rhodium Renewables, LLC*, Cause No. 153-354718-24 (the "**Second Whinstone Litigation**"). The case ~~alleges~~alleged various causes of action in relation with the Profit Sharing Agreements, including primary and control liability as well as aiding liability under sections 33(B) and 33(F) of the Texas Securities Act, fraud/fraudulent inducement, and conspiracy. The main allegations ~~appear to claim~~claimed that Whinstone suffered damages as a result of various capital raises and restructurings of the Debtors, which, Whinstone ~~alleges~~alleged, decreased its revenues derived from the Profit Sharing Agreements. In making such allegations, Whinstone ~~conveniently forgets~~forgot that such capital raises were necessary to provide capital to build out the Rockdale Site for the benefit of both Rhodium and Whinstone, and that without investor contributions, there would be no Rockdale Site infrastructure or any profits to share in the first place. By filing an action against the ultimate parent of the Debtors, Imperium, Whinstone attempted to stifle any further attempts at out-of-court restructuring of the Company.

iii. The Whinstone Settlement

On March 21, 2025, the Debtors filed an *Emergency Motion for Entry of an Order (I) Approving Settlement Between Debtors and Whinstone US, Inc.; (II) Authorizing the Use, Sale, or Lease of Certain Property of the Debtors' Estate Pursuant to 11 U.S.C. § 363; and (III) Granting Related Relief* (the "**Whinstone Settlement Motion**") (Docket No. 921). On April 8, 2025, the Court entered its *Order (I) Approving Emergency Motion for a Settlement and Compromise Between Debtors and Whinstone US, Inc. Pursuant to Bankruptcy Rule 9019; (II) Authorizing the Use, Sale, or Lease of Certain Property of the Debtors' Estate Pursuant to 11 U.S.C. § 363 and (III) Granting Related Relief* ("**Whinstone Settlement Order**").

As set forth in further detail in the Whinstone Settlement Motion and Whinstone Settlement Order, the Debtors and Whinstone entered into the Whinstone Settlement (also referred to herein as the "**Whinstone Transaction**"), pursuant to which the parties resolved both the first Whinstone Litigation and the Second Whinstone Litigation, and the Debtors received "$185 million consisting of the following: (i) $129.9 million in cash; (ii) $6.1 million return of power

security deposit; and (iii) $49 million in Riot Stock, which will be priced using the last 10 trading days volume-weighted average price immediately prior to the date of the closing of the Settlement & Asset Purchase Transaction which, for the avoidance of doubt, shall not occur prior to the Closing, and the Riot Stock will not be subject to any transfer restrictions." Whinstone Settlement Motion at 9.

The Whinstone Transaction closed on April 28, 2025.

iv. The MGT Action

On January 13, 2022, Rhodium was named as a defendant in a civil lawsuit alleging infringement of two patents and seeking compensatory and other damages. The case is captioned *Midas Green Technologies, LLC v. Rhodium Enterprises, Inc. et al*., Civil Action Number 6:22-CV-00050-ADA, and is pending in the U.S. District Court for the Western District of Texas (the "**MGT Action**"). The initial complaint named defendants Rhodium Enterprises, Rhodium Technologies, Rhodium 10MW, Rhodium 2.0, Rhodium 30MW, Rhodium Encore, Rhodium Industries, Rhodium JV, Rhodium Renewables, Rhodium Shared Services, Rhodium Shared Services PR Inc., Chase Blackmon, Cameron Blackmon, and Nathan Nichols. The plaintiff has amended its complaint multiple times, most recently filing a Third Amended Complaint on March 29, 2023, naming defendants Rhodium Enterprises, Rhodium Technologies, Rhodium 10MW, Rhodium 2.0, Rhodium 30MW, Rhodium Encore, Rhodium Renewables, Rhodium Renewables Sub LLC ("**Rhodium Renewables Sub**"), and Rhodium Ready Ventures.

The Rhodium defendants asserted counterclaims for noninfringement, invalidity, and unenforceability of both asserted patents. The plaintiff subsequently dropped its claims against Rhodium Renewables Sub and Rhodium Ready Ventures, dropped one of the two originally asserted patents, and narrowed the asserted claims as to the remaining patent. The matter is pending at this time with respect to only one asserted patent. Discovery closed on February 9, 2024. The court held a pretrial conference on April 9, 2024. At the conference, the court orally granted defendants' motion for summary judgment of noninfringement. Plaintiff then requested the opportunity to readdress the court's ruling after revising an expert's report. The court expressed that it did not think plaintiff could present additional evidence that would benefit the court, but said that it would let the parties know if that changed. The court has not further responded to or ruled on plaintiff's request. The trial, previously scheduled for April 22, 2024, has been continued without a new trial date set. It is unclear at this time whether plaintiff will be appealing the court order.

v. The Fairbairn Action (~~Post-petition~~Post-Petition)

On December 13, 2024, Imperium was named as a defendant in a civil lawsuit alleging fraudulent inducement of the plaintiffs' (collectively, the "**Fairbairn Parties**") investment in the Company, and other fraudulent behavior in connection with, among other things, the Rollup. The case is captioned 345 Partners SPV2 LLC, et al. v Imperium Investments Holdings, LLC, et al., Cause No. 342-360258-24, and is pending in the in the 342nd District Court in Tarrant County, Texas (the "**Fairbairn Action**"). The complaint named defendants Imperium, Chase Blackmon, Cameron Blackmon, Nathan Nichols, and Nicholas Cerasuolo. Though no Debtors are named

defendants in the Fairbairn Action, the Debtors believe that the Fairbairn Action violates the automatic stay imposed by section 362 of the Bankruptcy Code and on December 13, 2024, filed a notice of bankruptcy in the Fairbairn Action to that effect. ~~Debtors have been in consistent contact with representatives of the Fairbairn Parties throughout the Chapter 11 Cases and have repeatedly advised the Fairbairn Parties that bringing the Fairbairn Action would be violative of the automatic stay.~~

After the Fairbairn Action was filed, the Fairbairn Parties and certain other related parties (as listed on Exhibit B to the Plan Support Agreement, the "**Transcend Parties**") participated in the mediation with the Debtors and other key stakeholders aimed at developing a consensual chapter 11 plan for the Debtors. *See* section VI.J, "Internal Investigation and Amended Plan Mediation," *infra*. As a result of that mediation and the subsequent negotiations described in Section VI.J, the Transcend Parties became Consenting Stakeholders under the Amended Plan and the Plan Support Agreement.

Under the Amended Plan, the claims and causes of action described in the Fairbairn Action are Transcend Contributed Claims. The Transcend Contributed Claims will be contributed to the Debtors' Estates or, if the D&O Insurance Settlement is not approved on or before the Effective Date and funded within fifteen days of such approval, to the Rhodium Litigation Trust, as part of the overall settlements embodied in the Amended Plan.

V.
SIGNIFICANT EVENTS LEADING TO THE CHAPTER 11 FILINGS

A. Challenges Facing Debtors' Business

Although the Debtors' operating performance remained strong at all times, a number of factors affected the Debtors' liquidity. These primary factors include, among other things: (i) the souring of the relationship between Rhodium and its principal landlord and power supplier, Whinstone, after Riot acquired Whinstone; (ii) ongoing litigation costs, including litigation with Whinstone; (iii) power supply interruptions caused by Whinstone; (iv) weather-related power supply disruptions; and (v) Whinstone's refusal to pay Rhodium energy credits. These events leading to the chapter 11 filing are discussed in further detail below.

i. Whinstone's Acquisition by Riot

One of the largest competitors of Rhodium, publicly-listed Riot, acquired Whinstone in May 2021 and then attempted to oust Rhodium from the Rockdale Site using both litigation and self-help. Rhodium developed the Rockdale Site with a two-year investment of over $150 million in custom infrastructure in exchange for certain favorable long-term contracts, which Riot intended to terminate so that it could take over and use the location for its own purposes (see the Whinstone Litigation section above). These activities of Riot caused significant disruptions in the Debtors' business (see Whinstone Litigation above).

ii. Whinstone Litigation Costs

The Debtors fight in parallel multiple lawsuits, the most important of which is the Whinstone Litigation.

The Whinstone Litigation is carried on between state courts and arbitration, with interlocutory appeals in state courts. Whinstone filed a breach of contract lawsuit on May 2, 2023, against certain Debtors in the 20th District Court of Milam County, Texas. After Rhodium successfully compelled arbitration, it ended up having to file an arbitration complaint itself, because Whinstone was refusing to comply with the court's arbitration order and instead engaged in self-help and meritless appeal of the order compelling arbitration. The various necessary injunctions and temporary restraining orders, along with their appeals and a related arbitration, caused a significant drain of both personnel and financial resources on the Debtors. The unpredictability and constant threat of irregular litigation tactics of Whinstone made budgeting for this litigation difficult and render long-term business planning almost impossible under the circumstances.

As if that was not enough, Whinstone filed yet another suit against certain Debtors and their non-Debtor affiliates in the Tarrant County, Texas, state court on July 19, 2024. Playing whack-a-mole with Whinstone's actions brought in various fora ~~is~~was not only costly, but also disruptive to the operations of the Company, making planning for business operations and budgeting extremely difficult.

Rhodium also has a patent lawsuit in the MGT Action in the Western District of Texas pending since January 13, 2022. *See supra* § IV.D.~~iii~~iv.

iii. Power Supply Interruptions Caused By Whinstone

Riot, a competitor of the Company, acquired Whinstone in May 2021 and, in unlawful efforts to eject Rhodium from the Rockdale Site that Rhodium had developed, Riot caused Whinstone to engage in self-help, locking out the Debtors from the Rockdale Site and turning off the power supply to the Debtors' bitcoin Mining infrastructure at the Rockdale Site. After a state court ordered Whinstone to restore the power supply to the Debtors' infrastructure, Whinstone initially complied, but a few weeks later again switched off power to the facility for weeks before Rhodium was able to obtain an emergency order from an arbitrator for Whinstone to restore power. These interruptions of electricity supply to the Debtors' bitcoin Miners further resulted in significant losses to the Debtors due to both the loss of bitcoin revenue estimated to be at least $9 million as well as lengthy, costly repairs to the equipment damaged by the improper shutdown, for a total of at least $10 million.

iv. Weather Related Power Supply Disruptions

Both the Rockdale Site and the Temple Site are located in Texas. Although Texas locations have the advantage of lower energy prices, they also come with the unreliability of power supply, which is especially exacerbated during storms. The Data Centers utilized by the Debtors were affected by multiple storms and adverse weather events.

v. Whinstone's Refusal to Pay Rhodium Earned Energy Credits

Certain Debtors have agreements with Whinstone to reduce energy use during high energy demand, so Whinstone, as Rhodium's power provider, could sell excess capacity back to the Texas power markets in exchange for energy credits. But Whinstone did not credit the Debtors with any of the earned energy credits to which the Debtors are contractually entitled, neither for voluntary reduction of energy usage, such as during periods of increased power demand in the ERCOT markets, nor for involuntary reductions, such as during power shutdowns at the Rockdale Site. This continued pattern of repeated contractual breaches by Whinstone over the last several years has resulted in an uncompensated loss of revenue for the Debtors of at least $67 million.

B. Restructuring Efforts

In early 2024, the Debtors began to explore options for a comprehensive restructuring solution and engaged Quinn Emanuel with respect thereto. In summer 2024, the Debtors engaged Province.

The Debtors and their advisors engaged with their creditor constituents about alternative paths forward.

The Debtors needed breathing space to stabilize their operations, negotiate with their creditors, stop constant threats of power interruptions and other self-help initiatives of Whinstone, concentrate litigation in one forum to the extent possible, and obtain time to expeditiously resolve the Whinstone Litigation to regain access to liquidity and amounts owed to Debtors by Whinstone, including tens of millions of dollars in energy credits.

The Debtors obtained DIP financing: under the DIP Facility, the Debtors gained critical access to DIP financing in the aggregate amount of up to $30 million or 500 bitcoin.

VI.
OVERVIEW OF CHAPTER 11 CASES

A. Commencement of Chapter 11 Cases

i. First/Second Day Relief

On or about the Petition Date, along with their voluntary petitions for relief under chapter 11 of the Bankruptcy Code, the Debtors filed several motions (the "**First Day Motions**") designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations by, among other things, easing the strain on the Debtors' relationships with employees and vendors resulting from the commencement of the Chapter 11 Cases. The Debtors also filed an application to retain Kurtzman Carson Consultants, LLC dba Verita, as claims, noticing, and solicitation agent (the "**Claims Agent Application**"), which was approved by the Bankruptcy Court on August 29, 2024 (Docket No. 43).

Following the first-day hearing held on August 30, 2024, the Bankruptcy Court granted all of the relief requested in the First Day Motions on an interim or final basis. Following the final hearing

held on September 23, 2024, the Bankruptcy Court entered orders granting the rest of the relief on a final basis (collectively, the "**First Day Relief**"). The First Day Relief included authority to:

- Continue and maintain insurance and surety bond programs (Docket No. 75);
- Continue the use of the Debtors' cash management system, bank accounts, and business forms (Docket No. 177);
- Use Cash Collateral (Docket No. 178);
- Pay employee expenses and payroll taxes (Docket No. 179); and
- Bid Procedures Order ("**Bid Procedures Order**") (Docket No. 187).

The First Day Motions, the Claims Agent Application, and all orders for relief granted in the Chapter 11 Cases can be viewed free of charge at https://www.veritaglobal.net/rhodium.

ii. Other Procedural and Administrative Motions

The Debtors also obtained procedural relief to facilitate further the smooth and efficient administration of the Chapter 11 Cases and reduce the administrative burdens associated therewith, including:

- Complex Case Designation. The Debtors obtained an order designating their Chapter 11 Cases as a Complex Case and applying the Procedures for Complex Cases in the Southern District of Texas (Docket No. 9).
- Joint Administration. The Debtors obtained an order enabling the joint administration of their Chapter 11 Cases under the case name Rhodium Encore LLC (Docket No. 41).
- Extension of Time to file Schedules and SOFAs. The Debtors obtained an order (i) granting them an extension of time to file their schedules of assets and liabilities, schedules of executory contracts and unexpired leases, statements of financial affairs detailing known Claims against the Debtors, and Bankruptcy Rule 2015.3 reports (the "**Schedules and SOFAs**") (Docket No. 78).
- Authorization for the Debtors to file a matrix of their creditors on a consolidated basis (Docket No. 77).
- Retention of Chapter 11 Professionals. The Debtors obtained orders authorizing the retention of various professionals to assist them in carrying out their duties under the Bankruptcy Code during the Chapter 11 Cases, including: (i) Quinn Emanuel, as counsel to the Debtors (Docket No. 260); (ii) Province, as financial advisor (Docket No. 261); (iii) Stris & Maher, LLP, as special litigation counsel (Docket No. 262); (iv) Lehotsky Keller Cohn LLP, as special litigation counsel (Docket No. 263); (v) Barnes & Thornburg LLP, as counsel to the special

committee ("**Special Committee**") of the Board of Directors ("**Board**") of Rhodium Enterprises (Docket No. 266); (vi) BDO USA, P.C. as financial advisor to the Special Committee (Docket No. 417); and (vii) B. Riley Securities, Inc. ("**BRS**") as financial advisor and investment banker (Docket No. 418).

- Ordinary Course Professionals Order. The Debtors obtained entry of an order establishing procedures for the retention and compensation of certain professionals utilized by the Debtors in the ordinary course operations of their businesses (Docket No. 289).

- Interim Compensation Procedures. The Debtors obtained entry of an order establishing procedures for interim compensation and reimbursement of expenses of estate professionals (Docket No. 264).

B. DIP Financing

i. DIP Facility

As of the Petition Date, the Debtors had approximately $2.49 million cash on hand and required immediate access to cash. The Debtors sought authority to use their prepetition secured creditors' cash collateral to fund their operations and the Chapter 11 Cases. The Debtors also sought approval of their entry into a superpriority secured debtor-in-possession credit facility in an aggregate principal amount of up to either $30 million or 500 bitcoin provided by certain funds and accounts under management by Galaxy Digital and agented by Galaxy Digital LLC (the "**DIP Facility**"). The DIP Facility provided for (i) upon entry of the interim order, initial availability of either $15 million or 250 bitcoin to provide Debtors with needed liquidity immediately, and (ii) upon entry the final order, availability of the remaining DIP Facility of either $15 million or 250 Bitcoin. The DIP Facility placed numerous obligations upon the Debtors, such as milestones throughout the Chapter 11 Cases.

The Bankruptcy Court entered an order granting the Debtors authority to use their prepetition secured creditors' cash collateral to fund their operations and the Chapter 11 Cases on September 23, 2024 (Docket No. 178). The Bankruptcy Court approved the DIP Facility on an interim basis on August 30, 2024 (Docket No. 84) and on a final basis on September 24, 2024 (Docket No. 186). The Company drew down $15 million on the DIP Facility.

On December 19, 2024, using proceeds from the Temple Sale, the Debtors paid all outstanding amounts due under or on account of the DIP Facility, and the DIP Facility was terminated. Accordingly, as of the date hereof, there are no amounts outstanding under the DIP Facility, no Person Holds any Claims against any Debtor in connection with the DIP Facility, and the DIP Facility no longer exists.

C. Assumption of Whinstone Contracts

To minimize losses incurred by the Debtors in connection with Whinstone's attempted contract termination and the Whinstone Litigation more generally, the Debtors filed two motions to assume certain executory contracts with Whinstone, (the "**Whinstone Contracts**") on August

24, 2024 (Docket No. 7) and August 29, 2024 (Docket No. 32) (together, the "**Assumption Motions**"). As discussed above (Section IV.D.), the Debtors' businesses ~~depend~~depended on the Whinstone Contracts for their survival. The Company invested over $150 million building out the Rockdale Site owned by Whinstone, which involved installing complex and proprietary infrastructure that cannot readily be used anywhere else. The Hosting Agreements ~~provide~~provided certain Debtors with physical space at the Rockdale Site and guaranteed electricity supply at a locked-in price. The Water Supply Agreements ~~supply~~supplied certain Debtors with water needed for cooling their bitcoin mining operations. Without the Whinstone Contracts, the Debtors simply ~~cannot~~could not operate their customized bitcoin mining infrastructure at the Rockdale Site, built at Debtors' great expense. The infrastructure ~~cannot~~could not be readily moved and ~~provide~~provided the means by which the Debtors ~~make~~made money. If the Debtors ~~are~~were unable to curtail Whinstone's continued campaign to oust Rhodium from the Rockdale Site or interrupting Rhodium's business operations at the premises by switching off its power supply, the Debtors ~~cannot~~would not have been able to profitably operate their business as intended, and the Amended Plan ~~will likely~~would no longer ~~be~~have been feasible.

Whinstone filed a "Preliminary Response and Objection" opposing the relief sought in the Assumption Motions on September 16, 2024 (Docket No. 144). The Assumption Motions were actively litigated (the "**Assumption Litigation**"). The Debtors and Whinstone both filed Motions for Summary Judgment (together, the "**MSJs**") on the Assumption Motions (Docket Nos. 208, 272). At a hearing on October 28, 2024, the Bankruptcy Court agreed to bifurcate the Assumption Litigation into a phase one ("**Phase One**") and a phase two ("**Phase Two**"). Phase One would focus on legal issues surrounding the assumption of the Whinstone Contracts, including, but not limited to, questions (i) whether assumption of the Whinstone Contracts was in the Debtors' sound business judgment, (ii) whether the Profit Sharing Agreements superseded the Hosting Agreements, (iii) the validity of the termination attempt(s) by Whinstone, and (iv) whether the Debtors were in default of the Whinstone Contracts, reserving for Phase Two any issues of amounts of damages, offsets, or cure payments due on account of the Whinstone Contracts.

The Bankruptcy Court held a hearing on the MSJs on November 8, 2024 and denied both MSJs on the record on November 12, 2024, at the outset of the Phase One trial. The Phase One trial was conducted over four days from November 12, 2024, to November 15, 2024. The Bankruptcy Court admitted numerous exhibits and heard testimony from Michael Robinson (Co-Chief Restructuring Officer for the Debtors), Nathan Nichols (co-founder and Co-CEO of Rhodium), David Schatz (Operations Manager for Whinstone at the Rockdale site), Nicholas Burnett (Whinstone's expert witness – Senior Service Supervisor for CTI Field Services), Alex Peloubet (Vice President of Finance and Accounting for Rhodium), Chad Harris (former CEO of Whinstone), Jeffrey McGonegal (former CFO and Senior Advisor to Riot), Jeff Matthews (Whinstone's expert witness – CPA and Certified Fraud Examiner), and Nenad Miljkovic (Debtor's expert witness – Professor of Mechanical Science and Engineering). On November 26, 2024, the Bankruptcy Court indicated that it planned to rule for the Debtors on issues such as supersession, but required more time to review the evidence as it related to certain of the other Phase One issues. On December 16, 2024, the Bankruptcy Court entered the Phase One Assumption Order, finding for the Debtors on each of the Phase One issues and directing the parties to confer regarding scheduling of Phase Two of the Assumption Litigation. Namely, the

Bankruptcy Court found that (i) the Debtors satisfied the business judgment standard; (ii) the Profit Sharing Agreements did not supersede the prior agreements between the parties; and (iii) none of the notices of termination tendered to the Debtors by Whinstone effectively terminated the agreements between the parties. The Whinstone dispute is discussed in more detail above.

On February 7, 2025, after motion practice and multiple status conferences, the Court set the hearing on Phase Two for February 26, 2025 *sua sponte*. On February 10, 2025, the Court entered the *Second Interim Order on Phase 1 of Motion to Assume Executory Contracts* (Docket Nos. 7 & 32) scheduling the same and determining the scope of Phase Two (the "**Second Interim Order**") (Docket No. 763).

On February 11, 2025, the Court entered the *Agreed Mediation Order Appointing Judge Mark Mullin as Mediator* (the "**Mediation Order**") (Docket No. 767). Pursuant to the Mediation Order, the Debtors, Whinstone, the Ad Hoc Group of SAFE Parties, and the Creditors' Committee (collectively, the "**Mediation Parties**") were authorized to mediate remaining issues related to the Assumption Motions (the "**Mediation**") before the Honorable Judge Mark X. Mullin, United States Bankruptcy Judge (the "**Mediator**"). Also on February 11, 2025, the Debtors initiated adversary proceeding No. 25-03047 (the "**Whinstone AP**") by filing a complaint against Whinstone and Riot demanding damages for, *inter alia*, breach of the Whinstone Contracts.

On February 19, 2025, the Mediation Commenced, and the Parties eventually resolved Phase Two as a result. *See* Docket No. 800 (collectively with the Phase One Assumption Order and the Second Interim Order, the "**Assumption Orders**").

As detailed above, the Debtors and Whinstone entered into the Whinstone Transaction, which was approved by the Court on April 8, 2025 (Docket No. 921), and which closed on April 28, 2025.

D. Appointment of the Creditors' Committee

On November 22, 2024, the Office of the United States Trustee for Region 7 (the "**U.S. Trustee**") appointed the Creditors' Committee pursuant to section 1102 of the Bankruptcy Code to represent the interests of unsecured creditors in these Chapter 11 Cases (Docket No. 488). The ~~current~~initial members of the Creditors' Committee ~~are~~were: (i) CM Sing, Sing Family Enterprise Limited; (ii) Cameron Reid, Proof Capital Alternative Income Fund; (iii) Kyle Camp, SCM Worldwide LLC; (iv) Ronny Chakra, C5 Capital LLC; (v) Alex Vesano, Vesano Ventures LLC; (vi) Daniel Garrie; and (vii) Joseph Savage, Queue Associates, Inc. The Creditors' Committee retained McDermott Will & Emery LLP as counsel, and Genesis Credit Partners LLC as financial advisor. (*See* Docket Nos. 633 and 634).

Following the Bankruptcy Court's entry of the Payment Orders (*see* Docket No. 1197-98), five of the original members of the Creditors' Committee were paid off. On June 9, 2024, the U.S. Trustee filed a *Notice of Reconstitution of the Creditors' Committee* (Docket No. 1255). The members of the Creditors' Committee as of and following that date are (i) Cameron Reid, Proof Capital Alternative Income Fund, (ii) Daniel Garrie, and (iii) Richard Camara, Infinite Mining, LLC.

E. Attempted Formation of SAFE Committee

After the Petition Date, the Ad Hoc Group of SAFE Parties reached out to the U.S. Trustee seeking the appointment of an official equity committee. The U.S. Trustee declined their request.

F. Temple Sale

Before the Petition Date, when the Debtors were identifying potential means to improve liquidity to avoid a chapter 11 filing, the Debtors engaged in a formal marketing process for the sale of Rhodium, including both the Temple Site and Rockdale Site facilities. In March 2024, BRS contacted 24 parties, sent 20 non-disclosure agreements ("**NDAs**") to parties, and had 13 NDAs executed by potentially interested parties, but Rhodium ultimately received no bids for a sale which included the Rockdale Site because of the Whinstone Litigation concerning the Rockdale Site.

Rhodium received four bids for a sale of the Temple Site (only), and in May 2024, Rhodium signed a non-binding term sheet with a potential buyer for the acquisition of the Temple Site and all assets (including miners), and the assumption of the lease and power purchase agreement, for $105 million in cash, plus a portion future electricity sales at Temple through September 2024. However, the potential buyer revoked its offer and passed on the sale after Whinstone initiated the Second Whinstone Litigation in July 2024.

After the Petition Date, the Debtors and Province continued to market the Debtors' assets, but this time only Rhodium Renewables and the Temple Site. In the post-petition marketing process, BRS reached out to 79 parties, including a mix of: (1) bitcoin Mining strategics; (2) Tier 3/ High Performance Computing data centers; (3) private equity funds; and (4) family offices. Rhodium sent 39 NDAs to interested parties (30 of which were executed, pursuant to which 26 parties accessed the data room). Rhodium received four proposals, of which three ~~are~~were deemed to be Qualified Bids, as defined in the Bid Procedures Order.

On November 18, 2024, a competitive auction was held. One of the three Qualified Bidders did not participate in the auction after learning that the starting bid was $41.6 million. Two parties participated in the auction, with the Successful Bidder being Temple Green, which bid $55.07 million, including (i) $14.4 million of ascribed value for leaving behind mining infrastructure and equipment which Rhodium intends to retain or sell, and (ii) an additional $5.6 million for the return of the security deposit under the lease.

The Backup Bidder was Riot. Under Riot's Backup Bid, Rhodium's total proceeds are $54.67 million for the sale of all assets pertaining to the Temple Site. Rhodium's total proceeds under the Riot bid would have included (1) $43.072 million cash; (2) $1 million relating to the ascribed value of the assumption of the power purchase agreement; (3) $5 million for the return of the security deposit under the power purchase agreement; and (4) an additional $5.6 million for the return of the security deposit under the lease.

On November 20, the Debtors filed the *Notice of Successful and Backup Bidders with Respect to the Auctions of the Debtors' Assets* (Docket No. 463), noticing parties of the Successful Bid, the Backup Bid, and the Sale Hearing. On November 26, 2024, the Bankruptcy Court held the Sale

Hearing, at which the Temple Sale was approved, and the Bankruptcy Court entered the Sale Order the same day (*see* Docket No. 509).

The Temple Sale closed on December 18, 2024. After closing, the Debtors installed the Miners formerly housed at the Temple Site into the Rockdale Site, and Rhodium Renewables retained title to such Miners.

G. Settlements/Agreements with Creditors

i. The Whinstone Settlement

On March 21, 2025, Whinstone and the Debtors reached a global resolution of all issues. The settlement agreement is outlined in the Whinstone Settlement Term Sheet and the Whinstone 9019 Motion. That settlement agreement was approved by the Court on April 8, 2025.

H. Claims

i. Schedules of Assets and Liabilities and Statements of Financial Affairs

On October 11, 2024, the Debtors filed their Schedules and SOFAs (Docket Nos. 221-259), which were amended on January 23, 2025 (Docket Nos. 677-715). The Schedules and SOFAs provide information on the assets held at each Debtor entity along with Claims the Debtors know exist at each Debtor entity as of the respective Petition Date.

ii. Claims and Equity Interest Bar Dates

On October 18, 2024, the Bankruptcy Court entered an order, among other things, approving (i) November 22, 2024 at 5:00 p.m. (prevailing Central Time) as the deadline for all non-governmental creditors or other parties in interest to file POCs (the "**General Bar Date**") and (ii) February 20, 2025 at 5:00 p.m. (prevailing Central Time) as the deadline for governmental units to file POCs against any of the Debtors (the "**Governmental Bar Date**" and, together with the General Bar Date, the "**Bar Dates**") (Docket No. 284) (the "**Bar Date Order**").

On May 14, 2025, the Bankruptcy Court entered an order, among other things, establishing June 20, 2025 at 5:00 p.m. (prevailing Central Time) as the deadline for all holders of interests in the Debtors to file proofs of interest (the "**Equity Interests Bar Date**") (Docket No. 1100).

As of May 23, 2025, 253 POCs have been filed against the Debtors. The Debtors continue to review and refine their analysis of the filed POCs.

iii. Claims Reconciliation Process

After the General Bar Date, the Debtors filed objections to several POCs. Those objections and their resolution are publicly available.

VII.~~I.~~ EXCLUSIVITY

On November 19, 2024, the Debtors filed a motion seeking extensions of the Debtors' exclusive periods to file a chapter 11 plan and solicit acceptances thereof through and including March 24, 2025 and May 21, 2025, respectively (Docket No. 455) (the "**First Exclusivity Motion**"). No objections were filed to the First Exclusivity Motion and on December 11, 2024, the Bankruptcy Court entered an order (Docket No. 571) granting the relief requested in the First Exclusivity Motion.

On March 3, 2025, the Debtors filed a motion seeking extensions of the Debtors' exclusive periods to file a chapter 11 plan and solicit acceptances thereof through and including June 23, 2025 and August 19, 2025, respectively (Docket No. 832) (the "**Second Exclusivity Motion**"). On March 28, 2025, the Bankruptcy Court entered an agreed order (Docket No. 892) extending the Debtors' exclusive periods to file a chapter 11 plan and solicit acceptances thereof through and including May 7, 2025 and July 7, 2025, respectively.

On May 5, 2025, the Debtors filed a motion seeking extensions of the Debtors' exclusive periods to file a chapter 11 plan and solicit acceptances thereof through and including May 22, 2025 and ~~July 22~~August 31, 2025, respectively (Docket No. 1058) (the "**Third Exclusivity Motion**"). The Third Exclusivity Motion is currently pending.

~~J. Internal Investigation~~

~~The Special Committee conducted an investigation to determine whether any potential claims existed on behalf of the Company against any Released Parties that were colorable and/or had value (the "**Investigation**"). The Investigation included a review of claims based on, among other things, breach of fiduciary duty (including related party transactions), corporate waste, fraudulent conveyance, and breaches of company policies.~~

~~The Investigation, which lasted several months, was focused on whether any colorable bankruptcy, state law, or common law claims could be asserted by the Company against certain individuals and/or entities. During the Investigation to date, the Special Committee has (i) collected and reviewed thousands of Company documents and email correspondence related to the Released Parties, (ii) reviewed minutes of meetings of the Board, (iii) conducted numerous interviews, and (iv) performed substantive legal and factual analysis.~~

A. ~~K.~~ Post-petition Stakeholder Discussions

Prior to the Initial Plan Filing Date, the Debtors had been in regular discussions with the Ad Hoc Group of SAFE Parties, the Creditors' Committee, and several other groups of equity holders (the "**Key Stakeholder Groups**") with respect to both a consensual plan framework and the Amended Plan.

On May 22, 2025 (the "**Initial Plan Filing Date**"), the Debtors filed the *Joint Chapter 11 Plan of Rhodium Encore LLC and its Affiliated Debtors*, dated (Docket No. 1174). After the Initial

Plan Filing Date, the Debtors continued discussions with each of the Key Stakeholder Groups, in the hopes of reaching as much consensus as possible.

~~**L. Dissolution of Certain Debtors**~~

~~Pursuant to the Plan, the following Debtors will dissolve as of the Effective Date:~~

B. Internal Investigation and Development of the Amended Plan

The Amended Plan reflects negotiations around four critical legal issues in the Debtors' Chapter 11 Cases. Specifically, the Special Committee analyzed (with its legal and financial advisors), and factored into its negotiations with interested parties, whether: (i) the Estates have viable claims for breach of fiduciary duty against the Founders; (ii) the SAFE Holders had a liquidation preference—through the SAFE and the Contribution Agreement between Rhodium Technologies and Rhodium Enterprises—entitling them to the entirety of the defined Cash-Out Amount of $87 million; (iii) the Special Committee could act in place of the Rhodium Enterprises Board of Directors (the "**Board**") to ensure that the funds received from the sale of the Rockdale entities' business to Riot were transferred from Rhodium Technologies to Rhodium Enterprises without regard to the Founders' sixty-percent interest in Rhodium Enterprises; and (iv) anti-dilution warrants held by the Transcend Group had, by virtue of the later issuance of penny-warrants in connection with certain loan agreements, been repriced in a manner that would allow the Transcend Group to demand issuance of 750,000,000 Class A shares in Rhodium Enterprises. The Plan Support Agreement that the Debtors (through the Special Committee) entered into with the Consenting Stakeholders reflects a negotiated settlement based upon the Special Committee's assessment, including from consideration of input from legal and financial advisors, of the strengths, weaknesses and risk related arguments on each of these issues.

i. The Special Committee's Role

On August 28, 2024, the Board determined that, in connection with the commencement of the Chapter 11 Cases, it was advisable and in the best interests of the Debtors and their stakeholders to establish a special committee of the Board (the "**Special Committee**"). The Board appointed David Eaton, an independent director of Rhodium Enterprises, as the initial member of the Special Committee. Mr. Eaton was selected for the Special Committee due to his extensive experience and in light of the Board's finding that he did not have material business or other relationships or affiliations with any parties that might cause him to be unable to exercise independent judgment based on the best interests of Rhodium Enterprises.

On September 20, 2024, the Board appointed Spencer Wells, another independent director with significant restructuring experience, as a second member of the Special Committee.

The Board delegated to the Special Committee the authority on behalf of Rhodium Enterprises to, among other things, investigate any past or current matter or transaction that may involve a "Conflict Matter," and to take any action with respect thereto, including release or settle potential claims or causes of action of Rhodium Enterprises or its subsidiaries, if any, against certain related parties. For these purposes, a "**Conflict Matter**" is defined as a matter in which a conflict of interest exists or is reasonably likely to exist between Rhodium Enterprises, on the

one hand, and any of its direct or indirect equity holders, affiliates, subsidiaries, directors, officers, or other stakeholders, or any affiliate or other related party of the foregoing.

The Special Committee selected Barnes & Thornburg LLP ("**Barnes & Thornburg**") as its counsel to assist with carrying out the Special Committee's mandate. The Bankruptcy Court approved Barnes & Thornburg's retention as counsel to the Special Committee on October 14, 2024 (Docket No. 266). The Special Committee further selected BDO USA, P.C. ("**BDO**") as its financial advisor to assist with carrying out the Special Committee's mandate. The Bankruptcy Court approved the Special Committee's retention of BDO on November 11, 2024 (Docket No. 417). And, of course, the Special Committee worked closely with the financial advisory team from Province to carry out its mission.

Barnes & Thornburg conducted a five-month investigation, as described below. Next, given the proliferation of opposing legal positions taken by each group of equity claimants to the Estates' assets, the Special Committee declared the distribution of assets amongst competing claimants (including the Founders) to be a Conflict Matter. So, as of mid-April 2025, Barnes & Thornburg and the Special Committee began to engage in intense negotiations with all stakeholders in order to try to reach a consensual allocation of value in the Debtors' Estates among the stakeholders. Those efforts have included exhaustive communications with and among the various parties-in-interest to assess the strengths and weaknesses of their various claims against the Debtors and/or other stakeholders. They also included working with Province to model cash flow scenarios and their impact to various stakeholders.

On April 21, 2025, the Bankruptcy Court entered an Agreed Mediation Order ("**Mediation Order,**" Docket No. 966) in which the Honorable Russell F. Nelms (Ret.) was appointed as a Mediator concerning allocation and distribution of assets of the Estates to stakeholders and related matters. The Mediation Order was negotiated between and among all stakeholders who were participating in the mediation—including the SAFE AHG, the Founders, and many of the Class A shareholders—and reflected concerns by certain stakeholders that some current and former members of the Board, directly or through investment vehicles they owned or controlled, and/or members appointed by them, had individual financial interests in the outcome of the mediation (the "**Insiders**"). The mediation took place before Judge Nelms in Dallas, Texas on April 28 and 29, 2025. Participants in the mediation included the Debtors, the Special Committee, the Transcend Parties, Imperium, the Founders, multiple Holders of Rhodium Enterprises Class A Interests, Holders of LTIP Claims, the Creditors' Committee, and the Ad Hoc Group of SAFE Parties (the "**SAFE AHG**"). The negotiations that took place in connection with the mediation and thereafter among the various stakeholders gave rise to the settlements that were embodied in principle in the Plan Support Agreement and, ultimately, are contained in the Amended Plan.

What follows is an explanation of the various claims at issue—whether they be claims against the Founders, claims by the SAFE AHG, claims by the Transcend Group, or claims by the Founders—that led to the Plan Support Agreement that animates the Amended Plan.

ii. Claims by the Estates Against the Founders

Over the course of its five-month long investigation, the Special Committee collected over 700,000 documents and communications. The documents originated from a variety of sources, among them Debtors, Imperium Investments Holdings LLC, Nathan Nichols, Chase Blackmon, Cameron Blackmon, and Nicholas ("Nick") Cerasuolo (the four individuals collectively referred to as the "**Founders**"), filings in the Chapter 11 Cases, and other publicly available materials. The Special Committee also conducted 17 interviews of 11 individuals, spoke with numerous others to obtain background information, and consulted financial and subject-matter experts. Despite multiple requests, the Special Committee never received a single piece of evidence from the SAFE AHG or its counsel—even though the SAFE AHG's counsel repeatedly insisted it was aware of claims against the Founders.

This investigation led the Special Committee to conclude there were four plausible claims of breach of fiduciary duties against the Founders in their capacity as directors and officers of Rhodium. The Special Committee also found that there were plausible defenses to those claims. With that said, the Special Committee determined that these claims were, assuming all things remain the same, worth pursing, given the significant potential benefit a recovery would have to the Estates. However, due to the expenses and resources required of pursing litigation, as well as the prolonged nature of recovery via litigation, the Special Committee deemed it reasonable to settle these claims through a combination of requiring the Founders to compromise their personal claims for money from the Estates (through their interest in Rhodium Technologies) and to agree to pursue insurance proceeds for the remainder of the settlement—releasing them from liability to the extent it might reach their personal assets.

The Special Committee found the following potential claims:

1. A claim for breach of a fiduciary duty and a duty of candor by failing properly to disclose a "control premium" in May 2021, when the Rhodium entities rolled up into a consolidated enterprise in preparation for an initial public offering. Through the control premium, Imperium related entities were able obtain 6.5% more equity than their pro rata interests arguably should have afforded them.

2. A claim for breach of a duty of loyalty and self-dealing by selling a portion of Imperium's interest in Enterprises LLC (then Technologies) in Spring 2021 and in August 2022 through selling $33.2 million worth of their own interests (through Imperium) in Enterprises LLC and $2.16 million worth of their own interests in Technologies when REI also sought investments.

3. A claim for breach of fiduciary duty in connection with the 2021 amendment to Rhodium Technologies LLC's ("Technologies") operating agreement and related tax distributions amounting to $7.75 million unjustified payment to the Founders (reflecting the netting of a $9.5 million tax distribution against what should have been no more than $1.75 million in true tax liability).

4. A claim for breach of duty of care in connection with the Founders' decision to enter into a written release relinquishing rights to payments to which Rhodium was entitled as the

result of Whinstone's energy sale during Winter Storm Uri that might have netted over $50,000,000 in damages based on a representation from Whinstone's CEO, Chad Harris, that Whinstone was receiving "zero" in payment for power Whinstone sold back to ERCOT under the Demand Response programs.

iii. SAFE Analysis

Those who invested through the Simple Agreement for Future Equity (the agreement is the "**SAFE**" and investors under it are "**SAFE Holders**") can make is that the SAFE and the so-called Contribution Agreement provide them the unassailable right—if a Liquidity Event or Dissolution Event has occurred—to receive a "Cash-Out Amount" of $87 million. The terms of the SAFE show that the SAFE Holders invested $87 million in contingent equity on a $3 billion market capitalization with a 15% discount, meaning they hold an approximate 3.4 percent interest in Rhodium Enterprises and are entitled—under any circumstances—to receive only that amount of the proceeds from either a Liquidity or Dissolution Event.

(a) The SAFE Treats the SAFE Holders Like Common Stock.

The SAFE states, at inception, that Rhodium Enterprises issues "to the Investor the right to certain shares of the Company's Capital Stock . . . ." Capital Stock is defined as "the capital stock of the Company, including, without limitation, ***the Common Stock***", which means "the ***Class A Common Stock of the Company*** . . . ."[15] *See* SAFE at 1-2 (emphasis added). Further, the SAFE includes a specific representation from Rhodium Enterprises that it "***has no preferred stock*** authorized or issued and outstanding." *Id.* § 4(a) (emphasis added).[16] Indeed, Celsius added the emphasized language of "Class A Common Stock" and "no preferred stock" to the SAFE, demonstrating parties' knowledge that the SAFE was not intended for any preferred interests in Rhodium Enterprises.

Further, in no provision of the SAFE does Rhodium Enterprises (or any of its affiliates) become liable for a debt. Instead, the SAFE describes three scenarios, under which the SAFE Holders are entitled to receive specific types of returns on their investments, each of which ***reiterates*** that the SAFE Holders are to be treated like ***common shareholders***.

In particular, in a Liquidity or Dissolution Event, the SAFE references ***either*** the right to receive shares or the right to receive the monetary equivalent of the value of their investments, ***subject to the liquidation priority provision***, which importantly ***reiterates*** that, "[i]n a Liquidity Event or a Dissolution Event, this Safe is intended to operate like ***standard Common Stock.***" The only

[15] The SAFE is governed by Delaware law, which "adheres to the 'objective' theory of contracts, i.e. a contract's construction should be that which would be understood by an objective, reasonable third party." *Osborn ex rel. Osborn v. Kemp*, 991 A.2d 1153, 1159–60 (Del. 2010); *see also Manti Holdings, LLC v. Authentix Acquisition Co., Inc.*, 261 A.3d 1199, 1208 (Del. 2021) ("[w]hen a contract is clear and unambiguous, the court will give effect to the plain meaning of the contract's terms and provisions.").

[16] The SAFE at issue are in stark contrast to Y Combinator SAFE (the first proponent of the concept of a SAFE that provided a format for the public's use), which contains an explicit liquidation priority provision and specifies that the SAFE was to operate as preferred stock. The SAFEs at issue deviated from the Y Combinator document and treat SAFE Holders like common stock.

reasonable application of this phrase is specifically to limit the SAFE Holders' rights to receive cash as on par with other standard Common Stockholders. This is true even though section 1(d)(ii) says only that the right to receive the Cash-Out Amount is "[o]n par with payments for other Safes." Section 1(d)(ii) does not mention other common shareholders because—unlike in a Liquidity Event in which there are likely to be other common shareholders—in a Dissolution Event in which the SAFE Holders have not already been converted to common shareholders, the ordinary situation would be that there are no common shareholders. In other words, the expectation that SAFE Holders have a right to receive cash "[o]n par with payments for other Safes" is that they are on par with the only equity-like class in the Company. To suggest otherwise would deprive the phrase "***this Safe is intended to operate like standard Common Stock"*** of its plain meaning.[17]

In addition, the SAFE specifically states that the "***Safe is, and at all times has been, intended to be characterized as stock***, and more particularly as common stock" for tax purposes and that "***the parties agree to treat this Safe consistent with the foregoing intent*** . . . including, without limitation, on their respective tax returns or ***other informational statements***." SAFE § 5(g) (emphasis added). Repeating the familiar theme of the SAFE, paragraph 5 of the SAFE reiterates the intent to operate SAFEs like common stock—something that also was intended to manage the expectations of all Rhodium investors.

Finally, although the SAFE is not a document subject to multiple, reasonable, interpretations, evidence exists (including, among others, correspondence describing the SAFE as an "equity investment" and clear statement that Class A Common stockholders are entitled to receive all of the proceeds of any sale or liquidation of Rhodium Enterprises from the SAFE Private Placement Memorandum) to demonstrate that SAFE Holders understood their investment as an equity investment and knew that they have a contingent equity interest in Class A Common Stock of Rhodium Enterprises without any liquidation preference. And, SAFE Holders historically have been treated like holders of common stock at Rhodium, as the SAFE Holders have received dividends when common stockholders received dividends.

(b) Any interpretation that the SAFE holders should receive liquidation priority or be treated as other than common stockholders is commercially unreasonable and would give rise to an absurd result.

As stated above, the SAFE is for the future issuance of Class A Common Stock of Rhodium Enterprises "subject to" a 15% discount with a valuation of Rhodium Enterprises at $3 billion. *See* SAFE, p. 1. When SAFE Holders invested in Rhodium Enterprises in 2021, the company was valued at $3 billion by Teknos Associates. Shortly before execution of the SAFEs, other equity holders in Rhodium entities converted their interests into Class A Common Stock based on the same valuation of Rhodium Enterprises at $3 billion via the roll-up transaction. In other

[17] Notably, section 1(d) is the only reference to a "liquidation preference" in the entire SAFE. But the preference it refers to is that SAFE Holders sit junior to debt in a repayment scenario.

words, when SAFE Holders invested in 2021, their approximately $87 million investment guaranteed an approximately 3.4% contingent equity interest in Rhodium Enterprises.

SAFE holders cannot receive a fixed portion of cash in the bankruptcy estate that is larger than their 3.4% contingent equity interest or it would eviscerate the SAFE's maxim of "operat[ing] like standard Common Stock."

As such, when the proceeds of the estate include approximately $100 million distributable cash, the SAFEs, upon conversion to 9,856,552 shares of Class A Common Stock, would receive both portions of proceeds from RTL and portions of intercompany balance proceeds from REI, totaling $5.24 million. In a hypothetical dissolution in which the proceeds include $3 billion distributable cash, the SAFEs, as converted, could receive approximately $96.8 million. And if the proceeds include $5 billion distributable cash, the SAFEs as converted could receive approximately $159.9 million. Surely, then, the SAFEs would not take the approach of arguing that they are entitled only to the fixed Cash-Out amount of $87 million and would want to capitalize on the upside of their investment, which is what they negotiated for in the SAFE Agreement.

iv. Founders' Ability to Direct Substantial Value to Themselves

Any suggestion that the SAFEs could require Rhodium Technologies—over any objection by Imperium—to transfer $87 million to Rhodium Enterprises due to the Contribution Agreements is flatly wrong.[18] Upon a Liquidity or Dissolution Event under the SAFE, the Contribution Agreements require RTL to "authorize and issue a distribution to [REI] in an amount equal to the aggregate amount that the [SAFE Holders] are entitled to receive from [REI] in accordance with the terms and conditions of the SAFEs." (emphasis added). (Contribution Agreement § 2.) And as the analysis above demonstrates, the SAFEs negotiated for and received the right to invest $87 million in an entity with a $3 billion valuation. On either Liquidation or Dissolution—not conceding either has occurred here—the SAFE Holders would be entitled to approximately $5 million dollars under the SAFE, and that is what Rhodium Technologies would have to distribute to Rhodium Enterprises under the Contribution Agreement.

This leaves the Founders in the position to profit substantially from the sale of the five Rockdale entities to Riot (i.e., the $185 million transaction), because the funds from the sale will all have to flow through Rhodium Technologies en route to Rhodium Enterprises. And the Founders would be entitled to 60% (on their best day) or just about 55% (assuming the control premium claim is settled) of distributable cash, after resolution of intercompany debt. In practice, the Founders could obtain over $30 million in proceeds.

The Special Committee explored various ways to force a dividend around the Founders but found that the structure of the companies made this difficult or impossible. Therefore, absent a settlement, it would require years of expensive litigation to subordinate the Founders (in their

[18] There are two contribution agreements: (1) a June 30, 2021, agreement pursuant to $50 million SAFE investment by Celsius Core LLC, and (2) a December 1, 2021, agreement pursuant to approximately $37 million SAFE investment by various investors. Relevant provisions of these two agreements have the same language.

roles as Rhodium officers and directors) to nullify or reduce their claims. During that time, the funds that could be distributed to equity holders would be held up, depriving investors of the time-value of their money. The Special Committee believed that settling with the Founders in a way that ameliorated the effects of the corporate structure and relative entitlements provides a better solution for the estates than years of litigation.

The Plan reflects the view that the PSA Parties and the Special Committee achieved a settlement amount from the Founders that fairly weights and compromises the competing entitlements to a distribution from Rhodium Technologies.

v. Transcend Group Warrant Claims

On June 17, 2021, Rhodium Enterprises secured $30,000,000 in bridge loans from various investors in order to capitalize on market purchasing power opportunities for additional ASIC miners. On June 17, 2022, the Company repaid the loans in full. In connection with the bridge loans, the Transcend Group (through NCF Eagle Trust, Kintz Family Trust, Kingdom Trust C-Malcolm IRA, Kingdom Trust C-Emily IRA, and GRF Tiger Trust) acquired anti-dilution warrants ("**ADW Warrants**") allowing them to buy up to $7.5 million worth of Rhodium Enterprises Class A Common stock, through October 1, 2026. The collective purchase price for the warrants was $91,108.

The defined "**Exercise Price**" under the governing warrant agreements was $10.29/share. However, the warrants each contain a "Price Adjustment Provision" under which the Exercise Price is changed to a "New Issuance Price" if Rhodium Enterprises:

> "…sells any shares of Common Stock for a consideration per share or issues any common stock equivalents with an exercise price or conversion price … less than a price equal to the Exercise Price in effect immediately prior to such issuance…"

In September 2022, Rhodium Enterprises issued certain "**penny warrants**" to Imperium, which allow Imperium "to purchase 756,988 fully paid and non-assessable shares of Rhodium Enterprises, Inc., a Delaware corporation (the "Company"), $.0001 par value per share, Class A Common Stock (the "Warrant Stock") at a price per share of $0.01." The Transcend Parties claimed that, in accordance with the Price Adjustment Provision, the issuance of these penny warrants enables the Fairbairns to acquire their $7.5 million worth of Rhodium Enterprises Class A Common Stock for $0.01/share, for a total of 750,000,000 shares. To the extent REI had only 400,000,000 authorized shares, the Transcend Group also argued that it had a bad faith claim against REI for making a promise on which it could (or would) not deliver by authorizing sufficient shares to meet the full exercise option.

From the Special Committee's perspective, there are several factual arguments suggesting the subsequent issuance of the penny-warrants could or did not lead to repricing of the ADW Warrants. However, the plain language of the agreement tends to show that the Transcend Group has an argument for re-pricing. Should the issue be the subject of litigation, discovery would be expensive, there would be a significant delay in obtaining a result, and a finder of fact reasonably could find that the ADW Warrants were re-repriced.

vi. ~~***1. Rhodium Renewables Sub LLC***~~ ***Settlement***

In light of the amount of evidence the Special Committee reviewed supporting a plausible finding of potential claims, defenses to those claims, and an assessment of the risk of litigating those issues (with the support of legal and financial counsel), the Special Committee concluded it was fair and reasonable to resolve each of these claims as directly and fairly as possible. For example, the Special Committee has reached an agreement with the Founders under which the Founders have agreed to accept $13.2 million to redeem their interests in RTL—eliminating their ability to block or delay the movement of cash from the sale of the Rockdale entities up to REI. This agreement ensures that over $30 million can be distributed from REI to stakeholders without protracted litigation seeking to subordinate the Founders' rights. Because their interests in RTL are redeemed (eliminating a partnership that sits in the middle of Rhodium's corporate structure and creates additional dividend taxes), this agreement also will allow REI to file its taxes on a consolidated basis, at tremendous savings to the bankruptcy estates. In exchange, the Special Committee has agreed to provide a complete release of liability ***over and above*** the $20 million dollars in D&O Insurance coverage held by the Debtors. In other words, the Founders would be exculpated from personal liability, but the Debtors could continue to pursue the D&O Insurance for recovery on the claims identified by the Special Committee. The Special Committee and the Founders are mediating these claims on June 23, 2025, with the D&O Insurance carriers in attendance, in an effort to completely resolve these claims.

Similarly, the Special Committee concluded it was fair and reasonable to resolve the Transcend Parties' claims by: (i) allowing the Transcend Parties to exercise certain amount of ADW Warrants; (ii) authorizing Rhodium Enterprises to distribute those warrants among certain Holders of Rhodium Enterprises Class A Interests that agreed to support the Amended Plan; (iii) and providing the Transcend Parties sufficient consideration to ensure that, after receiving consideration for its original and additional Rhodium Enterprises Class A Interests, the Transcend Parties would receive total consideration of $15 million from the distributable cash of the Estates; and (iv) limiting the Transcend Parties from receiving further consideration until such time as its original and additional Rhodium Enterprises Class A Interests would be entitled to in excess of $15 million in distributions under the Amended Plan.

With that said, as additional consideration for the settlement of Imperium's interests in Rhodium Technologies, described above, the Transcend Parties also agreed to contribute their claims against the Founders to the Estates. As part of the Amended Plan, the Estates (or the Rhodium Litigation Trust) will resolve those claims against the Founders, providing them with a complete release from such individual claims, as well, at least above any available insurance coverage for such claims. To the extent possible, the Estates also will try to obtain consideration from the Rhodium D&O Policies to settle these claims.

Finally, the Special Committee made every effort to resolve the SAFE Holders' claims consensually. Unable to do so, the Special Committee pushed for a Plan Support Agreement that provides the SAFE Holders the possibility of obtaining 55 percent of the cash and assets that would be available for distribution from the REI Estates. This percentage will entitle the SAFE Holders to a far greater distribution on current estimates than the approximately 5% to which SAFE Holders are due under the SAFEs.

Each of these settlements has allowed for an Amended Plan that will get the most money out to the most constituencies as quickly as possible, with the least amount of ongoing litigation and expense possible.

vii. ~~***2. Rhodium Ready Ventures LLC***~~***Proof Capital***

~~3. Rhodium 30MW Sub LLC~~
~~4. Rhodium Encore Sub LLC~~
~~5. Rhodium 10MW Sub LLC~~
~~6. Rhodium 2.0 Sub LLC~~
~~7. Jordan HPC Sub LLC~~

During the course of the Chapter 11 Cases, as the Court is aware, the Debtors converted approximately $4.1 million of three Proof Capital entities' debt interests to equity. The affected Proof Capital entities (Proof Capital Alternative Income Fund, Proof Capital Alternative Growth Fund, and Proof Proprietary Investment Fund, Inc.) each have filed a claim for, effectively, wrongful conversion. Part of Proof Capital's claim is that their debt should not have been converted to equity at all, but Proof Capital also argues that, to the extent it was equitized, it was incompletely converted, having been shorted by over 400,000 shares.

In order to resolve Proof Capital's wrongful conversion claims, the Debtors, acting through the Special Committee, have agreed to a settlement (the "**Proof Settlement**") that provides that the Debtors will, on or before the Effective Date of the Plan, and pursuant to the Plan or Federal Rule of Bankruptcy Procedure 9019: (i) grant Proof Capital 452,175 additional shares; and (ii) pay Proof Capital $1,125,000 the ("**Proof Payment**") (each spread ratably amongst the above-listed three Proof Capital entities). As a material part of the Proof Settlement, the Debtors agree that Proof Capital shall have all the shares listed in paragraphs (a)(iii), (b)(iii) and (c)(iii) above, and that as one of the Plan Support Parties, each of the three Proof Capital entities will also be entitled to additional ratable gift-shares from the settlement with the Transcend Parties described above, without deduction or reallocation due to the Proof Payment. This settlement would be reflected in, and confirmed along with, the Plan.

VIII.~~VII.~~ CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE AMENDED PLAN

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Amended Plan to the Debtors and to certain holders of Claims and Interests. The following summary does not address the U.S. federal income tax consequences to Holders of Claims who are paid in full in cash, unimpaired, or deemed to reject the Amended Plan.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the "**Tax Code**"), U.S. Treasury regulations ("**Treasury Regulations**"), judicial authorities, published positions of the Internal Revenue Service ("**IRS**"), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of tax counsel or its tax

advisors or a ruling from the IRS with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or any court. No assurance can be given that the IRS will not assert, or that a court will not sustain, a contrary position than any position discussed herein.

This summary does not address state, local or non-U.S. income or other tax consequences of the Amended Plan, nor does it address the U.S. federal income tax consequences of the Amended Plan to special classes of taxpayers (*e.g.*, non-U.S. persons, broker-dealers, mutual funds, small business investment companies, regulated investment companies, real estate investment trusts, banks and certain other financial institutions, insurance companies, tax-exempt entities or organizations, retirement plans, individual retirement and other tax-deferred accounts, holders that are, or hold their Claims or Interests through, S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, holders whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders in securities that mark-to-market their securities, certain expatriates or former long-term residents of the United States, persons who use the accrual method of accounting and report income on an "applicable financial statement," persons subject to the alternative minimum tax or the "Medicare" tax on net investment income, and persons whose Claims are part of a straddle, hedging, constructive sale or conversion transaction or other integrated investment or who may hold both Claims and Interests, and persons who received their Claim or Interest as compensation). In addition, this summary does not address the Foreign Account Tax Compliance Act or U.S. federal taxes other than income taxes.

The following discussion assumes that all Claims and Interests, and any new debt or equity interests or other property issued or distributed pursuant to the Amended Plan are held as "capital assets" (generally, property held for investment) within the meaning of section 1221 of the Tax Code (unless otherwise indicated), and that the various debt and other arrangements to which the Debtors are parties are respected for U.S. federal income tax purposes in accordance with their form.

The following discussion also assumes, that (i) the existing Rhodium corporate entities (and not any reincorporated entity or new entity) will comprise the post-emergence consolidated tax group, and (ii) each of the Debtors that are currently treated as entities disregarded as separate from Rhodium Enterprises, Inc. for U.S. federal income tax purposes will continue to be disregarded as separate from Rhodium Enterprises, Inc. following the Effective Date (the "**Current Structure**"). Any deviations from the Current Structure could materially change the U.S. federal income tax consequences of the Amended Plan to the Debtors, holders of Claims and holders of Interests described herein.

The following summary of certain U.S. federal income tax consequences is for informational purposes only and is not a substitute for careful tax planning and advice based upon your individual circumstances. All holders of Claims and Interests are urged to consult their own tax advisors for the U.S. federal, state, local and other tax consequences applicable under the Amended Plan.

A. Consequences to the Debtors

Each of the Debtors is either a member of an affiliated group of corporations that files consolidated U.S. federal income tax returns with Rhodium Enterprises, Inc. as the common parent (such group, the "**Tax Group**") or an entity disregarded as separate from its owner for U.S. federal income tax purposes whose business activities and operations are reflected on the consolidated U.S. federal income tax returns of the Tax Group. The Debtors estimate that, as of December 31, 2023, the Tax Group had net operating loss ("**NOL**") carryforwards of approximately $69.6 million (all of which are post-2017 NOLs that are subject to an 80% taxable income limitation) and certain other tax attributes. The Debtors expect the amount of their NOLs to increase as a result of operations for their 2024 taxable year (before taking into account the implementation of the Amended Plan). The NOLs are expected to be available to offset future taxable income in an amount up to 80 percent of the Tax Group's taxable income for each year.

The Debtors do not believe that their ability to utilize their NOL carryforwards and other tax attributes is currently limited under section 382 of the Tax Code. However, certain equity trading activity and other actions could result in an ownership change of the Tax Group independent of the Amended Plan, which could adversely affect the ability of the Debtors to utilize their tax attributes. In an attempt to minimize the likelihood of such an ownership change occurring prior to the Effective Date of the Amended Plan, the Debtors obtained a final order from the Bankruptcy Court authorizing certain protective equity trading and worthless stock deduction procedures (Docket No. 7). The amount of the Tax Group's NOL carryforwards and other tax attributes, and the extent to which any limitations might apply, remain subject to audit and adjustment by the IRS.

As discussed below, in connection with and as a result of the implementation of the Amended Plan, the amount of the Tax Group's NOL carryforwards, and possibly certain other tax attributes, may be reduced, though such reduction is not expected to be material. In addition, the subsequent utilization of the Tax Group's NOL carryforwards and other tax attributes following the Effective Date may be restricted as a result of the implementation of the Amended Plan or subsequent changes in the stock ownership of ~~Reorganized Parent~~the Wind Down Debtors.

Effective for taxable years beginning after December 31, 2022, the Tax Code generally imposes a 15% corporate alternative minimum tax on corporations with book net income (subject to certain adjustments) exceeding on average $1 billion over any three-year testing period (the "**New AMT**"). The Debtors do not believe they are currently subject to the New AMT.

i. Cancellation of Debt

In general, the Tax Code provides that a debtor in a bankruptcy case must reduce certain of its tax attributes—such as NOL carryforwards and current year NOLs, capital loss carryforwards, tax credits, and tax basis in assets—by the amount of any cancellation of debt ("**COD**") incurred pursuant to a confirmed chapter 11 plan. The amount of COD incurred is generally the amount by which the adjusted issue price of indebtedness discharged exceeds the sum of the amount of cash, the issue price of any debt instrument and the fair market value of any other property exchanged therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD incurred for U.S. federal income tax purposes. If advantageous, the debtor can elect to reduce the basis of depreciable property prior to any reduction in its NOL carryforwards or other Tax Attributes. Where the debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury Regulations require, in certain circumstances, that the tax attributes of the consolidated subsidiaries of the debtor and other members of the group must also be reduced. Any reduction in Tax Attributes in respect of COD generally does not occur until after the determination of the debtor's net income or loss for the taxable year in which the COD is incurred.

The Debtors do not expect to incur material COD for U.S. federal income tax purposes as a result of the implementation of the Amended Plan and, thus, do not expect that the Tax Group's NOL carryforwards or other tax attributes will be meaningfully reduced as a result of any COD incurred.

ii. Limitation of NOL Carryforwards and Other Tax Attributes

Following the Effective Date, the Debtors' ability to utilize their NOL carryforwards and certain other tax attributes ("**Pre-Change Losses**") may be subject to limitation under section 382 of the Tax Code. Any such limitation would apply in addition to, and not in lieu of, the reduction of tax attributes that results from COD arising in connection with the Amended Plan and the 80% taxable income limitation on the use of NOL carryforwards.

Under section 382 of the Tax Code, if a corporation (or consolidated group) undergoes an "ownership change" and the corporation does not qualify for (or elects out of) the special bankruptcy exception in section 382(l)(5) of the Tax Code, the amount of its Pre-Change Losses that may be utilized to offset future taxable income generally are subject to an annual limitation. The Amended Plan does not contemplate an "ownership change", as shareholders are expected to retain and be paid on their Interests.

B. Consequences to Holders of Certain Allowed Claims

The following discusses certain U.S. federal income tax consequences of the implementation of the Amended Plan to holders of Allowed Guaranteed Unsecured Claims and Allowed General Unsecured Claims. ~~Consequences to holders of Allowed Section 510(b) Claims are addressed below in section (VIII)(C).~~

The discussion of the U.S. federal income tax consequences of the receipt and ownership of the respective debt instruments is based on the principal terms of such debt as currently described in the Amended Plan (and thus, among other things, assumes, except as otherwise discussed below,

that none of the respective debt instruments constitute "contingent payment debt obligations" for U.S. federal income tax purposes). ***Accordingly, depending on the final terms of the respective debt instruments, the U.S. federal income tax treatment of U.S. Holders could vary materially from that described herein.***

As used throughout the tax discussion, the term "**U.S. Holder**" means a beneficial owner of an Allowed Claim or Interest that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

If a partnership or other entity or arrangement taxable as a partnership for U.S. federal income tax purposes holds such Claims (or Interests), the tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in such a partnership holding any Claims or Interests, you should consult your own tax advisor.

i. Taxable Exchange

In general, a U.S. Holder of an Allowed Claim will recognize gain or loss equal to the difference, if any, between (i) the sum of the "issue price" of any New Debt and/or the amount of any Cash received in respect of its Claim (other than any consideration received in respect of a Claim for accrued but unpaid interest and possibly accrued OID) and (ii) the U.S. Holder's adjusted tax basis in its Claim (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). It is expected that the issue price of any New Debt will be equal to the principal amount of such debt. A U.S. Holder of a Claim will have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest or accrued OID not previously included in income. For a discussion of the character of any gain or loss, *see* section (VIII)(B)(iii) below ("**Character of Gain or Loss**").

Holders of Claims are urged to consult their own tax advisors regarding the appropriate status for U.S. federal income tax purposes of such Claims.

ii. Distributions in Discharge of Accrued Interest or OID

In general, to the extent that any consideration received pursuant to the Amended Plan by a U.S. Holder of an Allowed Claim is received in satisfaction of accrued interest during its holding

period, such amount will be taxable to the U.S. Holder as interest income (if not previously included in the U.S. Holder's gross income). Conversely, a U.S. Holder may be entitled to recognize a loss to the extent any accrued interest claimed or accrued OID was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a "security" of a corporate issuer in an otherwise tax-free exchange could not claim a current deduction with respect to any unpaid OID. Accordingly, it is unclear whether, by analogy, any U.S. holder of an Allowed Claim that does not constitute a "security" would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full.

The Amended Plan provides that, except as otherwise provided therein or as otherwise required by law (as reasonably determined by the ~~Reorganized~~ Debtors or the Wind Down Debtors, as applicable), distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for U.S. federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim (in contrast, for example, to a pro rata allocation of a portion of the exchange consideration received between principal and interest, or an allocation first to accrued but unpaid interest). There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. ***U.S. Holders of Allowed Claims are urged to consult their own tax advisor regarding the allocation of consideration received under the Amended Plan, as well as the deductibility of accrued but unpaid interest (including OID) and the character of any loss claimed with respect to accrued but unpaid interest (including OID) previously included in gross income for U.S. federal income tax purposes.***

iii. Character of Gain or Loss

The character of any gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss of a U.S. Holder will be determined by a number of factors, including the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether such Claim was acquired at a market discount and whether and to what extent the holder previously claimed a bad debt deduction with respect to such Claim.

A U.S. Holder of Claims that purchased its Claims from a prior holder at a "market discount" (relative to the principal amount or "revised issue price", as described below, of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. A holder that purchased its Claim from a prior holder will be considered to have purchased such Claim with "market discount" if the holder's adjusted tax basis in its Claim is less than the stated redemption price at maturity of such Claim by at least a statutorily defined ***de minimis*** amount. Under these rules, any gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the holder, on a constant yield basis) during the holder's period of ownership, unless the holder elected to include the market discount in income as it accrued. If a holder of Claims did not elect to include market discount in income as it accrued and, thus, under the market discount rules, was required

to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its Claims, such deferred amounts would become deductible at the time of the exchange.

~~**C. Consequences to Holders of Section 510(b) Claims**~~

~~Pursuant to the Plan, Holders of Allowed Section 510(b) Claims will receive, in full and final satisfaction, settlement, release, and discharge of their Claims the treatment set forth above. The U.S. federal income tax treatment of the Allowed Section 510(b) Claims by a U.S. Holder is complex and will depend on, among other things, whether or not the holder receives Cash, the nature of such holder's Claims, whether the holder continues to hold the equity underlying such Claims, whether the holder is the original holder thereof, and the extent to which, if at all, the holder has previously claimed a loss in respect of its Claims. U.S. Holders of Allowed Section 510(b) Claims are urged to consult their own tax advisors.~~

C. ~~D.~~ Consequences to Holders of Interests

Pursuant to the Amended Plan, Holders of Existing Common Interests and all other Interest Holders will ~~retain their Interests~~be paid pursuant to Allowance of their Proofs of Interest.

D. ~~E.~~ Information Reporting and Backup Withholding

All distributions to U.S. Holders under the Amended Plan are subject to any applicable tax withholding, including backup withholding. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable withholding rate (currently 24%). Backup withholding generally applies if the U.S. Holder (i) fails to furnish its social security number or other taxpayer identification number, (ii) furnishes an incorrect taxpayer identification number, (iii) has been notified by the IRS that it is subject to backup withholding as a result of a failure to properly report interest or dividends, or (iv) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. Holders are urged to consult their own tax advisors regarding the potential application of U.S. withholding taxes to the transactions contemplated under the Amended Plan and whether any distributions to them would be subject to withholding.

The foregoing summary has been provided for informational purposes only. All holders of Claims and Interests are urged to consult their own tax advisors regarding any state, local and other tax consequences applicable under the Amended Plan.

IX.~~VIII.~~
CERTAIN RISK FACTORS TO BE CONSIDERED

Before voting to accept or reject the Amended Plan, ~~holders~~Holders of Claims and Interests should read and carefully consider the risk factors set forth below, in addition to the information set forth in the Amended Disclosure Statement together with any attachments, exhibits, or

documents incorporated by reference hereto. The factors below should not be regarded as the only risks associated with the Amended Plan or its implementation. Documents filed with the SEC may also contain important risk factors that differ from those discussed below, and such risk factors are incorporated as if fully set forth herein and are a part of this Disclosure Statement. Copies of any document filed with the SEC, certain of which are referenced below, may be obtained by visiting the SEC website at **http://www.sec.gov**.

THIS SECTION PROVIDES INFORMATION REGARDING POTENTIAL RISKS IN CONNECTION WITH THE AMENDED PLAN. THE FACTORS BELOW SHOULD NOT BE REGARDED AS THE ONLY RISKS ASSOCIATED WITH THE AMENDED PLAN OR ITS IMPLEMENTATION. ADDITIONAL RISK FACTORS IDENTIFIED IN THE DEBTORS' PUBLIC FILINGS WITH THE SEC MAY ALSO BE APPLICABLE TO THE MATTERS SET OUT HEREIN AND SHOULD BE REVIEWED AND CONSIDERED IN CONJUNCTION WITH THIS DISCLOSURE STATEMENT, TO THE EXTENT APPLICABLE. NEW FACTORS, RISKS AND UNCERTAINTIES EMERGE FROM TIME TO TIME AND IT IS NOT POSSIBLE TO PREDICT ALL SUCH FACTORS, RISKS AND UNCERTAINTIES.

A. Certain Bankruptcy Law Considerations

i. Parties in Interest May Object to the Amended Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Amended Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

ii. Risks Related to Possible Bankruptcy Court Determination that Federal Judgment Rate is not the Appropriate Rate of Post-petition Interest for Unsecured and Undersecured Claim

The Amended Plan provides that Guaranteed Unsecured Claims and General Unsecured Claims accrue post-petition interest on the principal amount of such Holder's Claim at 3.05 percent and the Federal Judgment Rate, respectively. The Debtors believe that this is the appropriate rate of interest to pay unsecured and undersecured claims in a solvent debtor case based on applicable case law. It is not settled law in the Fifth Circuit, however, as to whether the Debtors, as solvent debtors, are required to provide Holders of impaired unsecured/undersecured Claims with the Federal Judgment Rate of interest or the applicable contractual rate of interest. In *In re Ultra Petroleum Corp*., 51 F.4th 138, 158 (5th Cir. 2022), the leading Fifth Circuit case on this issue, the Court held that unimpaired creditors were entitled to the contract rate, but did not issue a holding with respect to impaired creditors. Holders of such Claims may object to receiving the Federal Judgment Rate and may demand ~~prepetition~~postpetition interest at their prepetition

contractual interest rate. If a Court were to determine that such Holders of Claims were entitled to their contractual interest rate, the amount of such Claims will likely increase materially.

iii. Distributions to Allowed ~~Existing Common~~ Interests and Allowed Section 510(b) Claims (if any) May Change

~~Under the Plan, Holders of~~The value of distributions made on any Allowed ~~Claims (other than~~ Section 510(b) Claims~~) will be paid the full value of their Claims, regardless of the amount of Claims that are ultimately Allowed. However, the value of their distributions~~ will depend on amounts asserted by equity holders as Claims, the amount of Claims ultimately Allowed~~ as well as~~, and the outcome of the appropriate rate of post-petition interest (as detailed above).[19] The value of the projected distributions to Holders of Interests are based upon good faith estimates of the total amount of Claims ultimately Allowed and the determination that the Federal Judgment Rate is the appropriate rate of post-petition interest for Holders of unsecured/undersecured Claims. The Debtors believe that these assumptions and estimates are reasonable. However, unanticipated events or circumstances could result in such estimates or assumptions increasing or decreasing materially and the actual amount of Allowed Claims in a particular Class may change. If the total amount of allowed Claims in a Class is higher than the Debtors' estimates, the recovery to Holders of Interests may be less than projected.

iv. Risks Related to Possible Objections to the Amended Plan

There is a risk that certain parties could oppose and object to either the entirety of the Amended Plan or specific provisions of the Amended Plan. Although the Debtors believe that the Amended Plan complies with all applicable Bankruptcy Code provisions, there can be no guarantee that a party in interest will not file an objection to the Amended Plan or that the Bankruptcy Court will not sustain such an objection.

v. Risk of Additional Rejection Damages Claims Being Filed

There is a risk that certain contract counterparties could file Claims for rejection damages against the Debtors upon the Debtors' rejection of executory contracts with such contract counterparties. Any rejection damages Claims that are Allowed will increase the amount of General Unsecured Claims ~~in Class 5b~~and/or Interests.

vi. Risk of Non-Confirmation of the Amended Plan

Although the Debtors believe that the Amended Plan will satisfy all requirements necessary for Confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications to the Amended Plan will not be required for Confirmation or that such modifications would not necessitate re-solicitation of votes.

[19] To the extent any current equity holder asserts (or has asserted) a claim against the Debtors arising from their equity interests, the Debtors and the Wind Down Debtors, as applicable, fully reserve, and do not waive, the right to seek to subordinate and/or reclassify such claims pursuant to section 510(b) of the Bankruptcy Code.

Moreover, the Debtors can make no assurances that they will receive the requisite votes for acceptance to confirm the Amended Plan. Even if all Voting Classes vote in favor of the Amended Plan or the requirements for "cramdown" are met with respect to any Class that rejected the Amended Plan, the Bankruptcy Court could decline to confirm the Amended Plan if it finds that any of the statutory requirements for Confirmation of the Amended Plan are not met. If the Amended Plan is not confirmed, it is unclear what distributions holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan ~~of reorganization~~.

vii. Risk of Non-Consensual Confirmation

If any impaired class of claims or equity interests does not accept or is deemed not to accept a plan ~~of reorganization~~, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has voted to accept the ~~plan~~Amended Plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has not accepted the plan, the Bankruptcy Court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. If any class votes to reject the plan, then these requirements must be satisfied with respect to such rejecting classes. The Debtors believe that the Amended Plan satisfies these requirements.

viii. Conversion into Chapter 7 Cases

If no plan ~~of reorganization~~ can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Interests, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. *See* section (XI)(C) hereof, as well as the Liquidation Analysis attached hereto as **Exhibit C,** for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests.

ix. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date will occur soon after the Confirmation of the Amended Plan and that there is not a material risk that the Debtors will not be able to obtain any necessary governmental approvals (including any antitrust approval), there can be no assurance as to the timing of the Effective Date. If the conditions precedent to the Effective Date set forth in the Amended Plan have not occurred or have not been waived as set forth in ~~Article IX~~section 9 of the Amended Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Amended Plan, the Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to claims and Interests would remain unchanged.

x. Releases, Injunctions, and Exculpations Provisions May Not Be Approved

~~Article X~~Section 10 of the Amended Plan provides for certain releases, injunctions, and exculpations, for claims and causes of action that may otherwise be asserted against the Debtors, the ~~Reorganized~~Wind Down Debtors, the Exculpated Parties, or the Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Amended Plan are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Amended Plan.

B. Additional Factors ~~Affecting the Value of the Debtors~~

~~i. Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary~~

~~Certain of the information contained herein is, by nature, forward-looking, and contains estimates and assumptions, which might ultimately prove to be incorrect, and projections, which may be materially different from actual future experiences. Many of the assumptions underlying the projections are subject to significant uncertainties that are beyond the control of the Debtors, including the timing, Confirmation, and consummation of the Plan, unanticipated market, political, and economic conditions, customer demand for the Debtors' products, and inflation. There are uncertainties associated with any projections and estimates, and they should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be Allowed. Some assumptions may not materialize, and unanticipated events and circumstances may affect the actual results. Projections are inherently subject to substantial and numerous uncertainties and to a wide variety of significant business, regulatory, economic, and competitive risks, and the assumptions underlying the projections may be inaccurate in material respects. In addition, unanticipated events and circumstances occurring after the approval of this Disclosure Statement by the Bankruptcy Court, including any natural disasters, terrorist attacks, pandemics, or other catastrophic events may affect the actual financial results achieved. Such results may vary significantly from the forecasts and such variations may be material.~~

~~C. Additional Factors~~

i. The Debtors Could Withdraw the Amended Plan

The Amended Plan may be revoked or withdrawn prior to the Confirmation Date by the Debtors.

ii. The Debtors Have No Duty to Update

The statements contained in the Amended Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of the Amended Disclosure Statement after that date does not imply that there has been no change in the information set

forth herein since that date. The Debtors have no duty to update the Amended Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

iii. No Representations Outside the Amended Disclosure Statement Are Authorized

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Amended Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in the Amended Disclosure Statement.

Any representations or inducements made to secure your vote for acceptance or rejection of the Amended Plan that are other than those contained in, or included with, the Amended Disclosure Statement should not be relied upon in making the decision to vote to accept or reject the Amended Plan.

iv. No Legal or Tax Advice Is Provided by the Amended Disclosure Statement

The contents of the Amended Disclosure Statement should not be construed as legal, business, or tax advice. Each Holder of a Claim or Interest should consult their own legal counsel and accountant as to legal, tax, and other matters concerning its Claim or Interest.

The Amended Disclosure Statement is not legal advice to you. The Amended Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Amended Plan or object to Confirmation of the Amended Plan.

v. No Admission Made

Nothing contained herein or in the Amended Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Amended Plan on the Debtors or ~~holders~~Holders of Claims or Interests.

vi. Certain Tax Consequences

For a discussion of certain tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Amended Plan, see ~~Article XII~~section 12 thereof.

X.~~IX.~~ VOTING PROCEDURES AND REQUIREMENTS

Before voting to accept or reject the Amended Plan, each Holder of a Claim in a Voting Class as of the Record Date (an "**Eligible Holder**") should carefully review the Amended Plan attached hereto as **Exhibit A**. All descriptions of the Amended Plan set forth in the Amended Disclosure Statement are subject to the terms and conditions of the Amended Plan.

A. Voting Deadline

All Eligible Holders have been sent a voting ballot (a "**Ballot**") together with the Amended Disclosure Statement. Such ~~holders~~Holders should read the Ballot carefully and follow the instructions contained therein. Please use only the Ballot that accompanies the Amended Disclosure Statement to cast your vote.

The Debtors have engaged Kurtzman Carson Consultants, LLC dba Verita Global, as their Voting Agent to assist in the transmission of voting materials and in the tabulation of votes with respect to the Amended Plan. **FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AGENT AT THE ADDRESS SET FORTH BELOW ON OR BEFORE THE VOTING DEADLINE AT 5:00 P.M. (PREVAILING CENTRAL TIME) ON [ ], 2025, UNLESS EXTENDED BY THE DEBTORS.**

IF A BALLOT IS DAMAGED OR LOST, YOU MAY CONTACT THE VOTING AGENT AT THE NUMBER SET FORTH BELOW TO RECEIVE A REPLACEMENT BALLOT. ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE A VOTE FOR ACCEPTANCE OR REJECTION OF THE AMENDED PLAN WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS CONCERNING VOTING PROCEDURES, YOU MAY CONTACT THE VOTING AGENT AT:

Kurtzman Carson Consultants, LLC dba Verita Global
Telephone: (888) 733-1541 (domestic toll free) or +1 (310) 751-2637 (international)
Submit an inquiry online at http://www.veritaglobal.net/rhodium/inquiry

Additional copies of the Amended Disclosure Statement are available upon request made to the Voting Agent, at the telephone numbers or e-mail address set forth immediately above.

B. Voting Procedures

The Debtors are providing copies of the Amended Disclosure Statement (including all exhibits and appendices), related materials, and a Ballot to record holders in the Voting Classes.

Eligible Holders in the Voting Classes should provide all of the information requested by the Ballot, and should (a) complete and return all Ballots received in the enclosed, self-addressed, postage-paid envelope provided with each such Ballot to the Voting Agent, or electronically via e-mail to RhodiumInfo@veritaglobal.com with "Rhodium" in the subject line, or (b) submit a Ballot electronically via the E-Ballot voting platform (the "**E-Ballot Platform**") on Stretto's website by visiting https://www.veritaglobal.net/rhodium, clicking on the "Submit E-Ballot" link, and following the instructions set forth on the website.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.

C. Parties Entitled to Vote

Under the Bankruptcy Code, only holders of claims or interests in "impaired" classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be "impaired" under a plan unless: (1) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof; or (2) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired claim or interest will not receive or retain any distribution under the plan on account of such claim or interest, the Bankruptcy Code deems such holder to have rejected the plan, and, accordingly, holders of such claims and interests do not actually vote on the plan. If a claim or interest is not impaired by the plan, the Bankruptcy Code deems the holder of such claim or interest to have accepted the plan and, accordingly, holders of such claims and interests are not entitled to vote on the Plan.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines "acceptance" of a plan by a class of: (1) claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the claims that cast ballots for acceptance or rejection of the Plan; and (2) Interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the Interests that cast Ballots for acceptance or rejection of the Amended Plan.

~~No Class of Claims is impaired under the Plan and therefore they are not entitled to vote to accept or reject the Plan.~~

An Eligible Holder should vote on the Amended Plan by completing a Ballot in accordance with the instructions therein and as set forth above.

All Ballots must be signed by the Eligible Holder, or any person who has obtained a properly completed Ballot proxy from the Eligible Holder by the Record Date. Unless otherwise ordered by the Bankruptcy Court, Ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Amended Plan has not been indicated, will not be counted. The Debtors, in their sole discretion, may request that the Voting Agent attempt to contact such voters to cure any such defects in the Ballots. Any Ballot marked to both accept and reject the Amended Plan will not be counted. If an Eligible Holder returns more than one Ballot voting different Claims or Interests, the Ballots are not voted in the same manner, and such Holder does not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Amended Plan will likewise not be counted.

The Ballots provided to Eligible Holders will reflect the principal amount of each such Eligible Holder's Claim or Interest; however, when tabulating votes, the Voting Agent may adjust the

amount of such Eligible Holder's Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Record Date and the Petition Date including interest.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Eligible Holders who actually vote will be counted. The failure of an Eligible Holder to deliver a duly executed Ballot to the Voting Agent will be deemed to constitute an abstention by such Holder with respect to voting on the Amended Plan and such abstentions will not be counted as votes for or against the Amended Plan.

Except as provided below, unless a Ballot is timely submitted to the Voting Agent before the Voting Deadline together with any other documents required by such Ballot, the Debtors may, in their sole discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Amended Plan.

i. Fiduciaries and Other Representatives

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another, acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Ballot of each Eligible Holder for whom they are voting.

ii. Agreements Upon Furnishing Ballots

The delivery of an accepting Ballot pursuant to one of the procedures set forth above will constitute the agreement of the creditor with respect to such Ballot to accept: (a) all of the terms of, and conditions to, this Solicitation; and (b) the terms of the Amended Plan including the injunction, releases, and exculpations set forth in ~~Sections~~sections 10.5, 10.6, 10.7, and 10.8 therein. All parties in interest retain their right to object to confirmation of the Amended Plan pursuant to section 1128 of the Bankruptcy Code.

iii. Change of Vote

Any party who has previously submitted a properly completed Ballot to the Voting Agent before the Voting Deadline may revoke such Ballot and change its vote by submitting to the Voting Agent before the Voting Deadline a subsequent, properly completed Ballot voting for acceptance or rejection of the Amended Plan.

D. Waivers of Defects, Irregularities, etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Voting Agent or the Debtors, as applicable, in their sole discretion, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their creditors or shareholders not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot. The interpretation (including the Ballot and the respective

instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) ~~determines~~determine. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished, as to which any irregularities have not theretofore been cured or waived, will be invalidated.

E. Further Information, Additional Copies

If you have any questions or require further information about the voting procedures for voting your Claims or Interests about the packet of material you received, or if you wish to obtain an additional copy of the Amended Plan, the Amended Disclosure Statement, or any exhibits to such documents, please contact the Voting Agent.

XI.~~X.~~ CONFIRMATION OF THE AMENDED PLAN

A. Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. On, or as promptly as practicable after, the date hereof, the Debtors will request that the Bankruptcy Court schedule the Confirmation Hearing. Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Confirmation Hearing, at any subsequent continued Confirmation Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

B. Objections to Confirmation

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Amended Plan must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objector, the nature and amount of the claims held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court, with a copy to the chambers of the Honorable ~~Christopher M. Lopez~~Alfredo R. Pérez, United States Bankruptcy Judge, together with proof of service thereof, and served upon the following parties, including such other parties as the Bankruptcy Court may order.

To the Debtors:

Rhodium Technologies LLC
2617 Bissonnet Street, Suite 234~~,~~
Houston, TX 77005

- and -

Patricia B. Tomasco (SBN 01797600)
Cameron Kelly (SBN 24120936)
~~Alain Jaquet (*pro hac vice*)~~
~~Rachel Harrington (*pro hac vice*)~~
700 Louisiana Street, Suite 3900
Houston, Texas 77002
Telephone: 713-221-7000
Facsimile: 713-221-7100
Email: pattytomasco@quinnemanuel.com
Email: cameronkelly@quinnemanuel.com

- and -

Eric Winston (*pro hac vice*)
Razmig Izakelian (*pro hac vice*)
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017
Telephone: 213-443-3000
Facsimile: 213-443-3100
Email: ericwinston@quinnemanuel.com
Email: razmigizakelian@quinnemanuel.com

- and -

Lindsay M. Weber (*pro hac vice forthcoming*)
Alain Jaquet (*pro hac vice*)
Rachel Harrington (*pro hac vice*)
295 Fifth Avenue
New York, New York 10016
Telephone: 212-849-7000
Facsimile: 212-849-71000
Email: lindsayweber@quinnemanuel.com
Email: alainjaquet@quinnemanuel.com
Email:
rachelharrington@~~quinnemaneul~~quinnemanuel.com

To the Counsel to the Official Committee of Unsecured Creditors:

McDermott Will & Emery LLP
Attn: Charles R. Gibbs
2501 North Harwood Street, Suite 1900
Dallas, Texas 75201-1664
Email: crgibbs@mwe.com

To the U.S. Trustee:

United States Trustee
Attn: Ha Minh Nguyen
515 Rusk, Suite 3516
Houston, Texas 77002
Email: ha.nguyen@usdoj.gov

UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

C. Requirements for Confirmation of the Amended Plan

The Bankruptcy Court will confirm the Amended Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that the Amended Plan is (1) accepted by all Impaired Classes of Claims and Interests entitled to vote or, if rejected or deemed rejected by an Impaired Class, that the Amended Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class; (2) in the "best interests" of the Holders of Claims and Interests Impaired under the Amended Plan; and (3) feasible.

i. Acceptance of the Amended Plan

If any Impaired Class of Claims or Interests does not accept the Amended Plan (or is deemed to reject the Amended Plan), the Bankruptcy Court may still confirm the Amended Plan at the request of the Debtors if, as to each Impaired Class of Claims or Interests that has not accepted the Amended Plan (or is deemed to reject the Amended Plan), the Amended Plan "does not discriminate unfairly" and is "fair and equitable" under the so-called "cramdown" provisions set forth in section 1129(b) of the Bankruptcy Code. The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and are receiving different treatment under the Amended Plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or interests receives more than it legally is entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured; claims versus interests) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to the dissenting class, the test sets different standards that must be satisfied for the Amended Plan to be confirmed, depending on the type of claims or interests in such class. The following sets forth the "fair and equitable" test that must be satisfied as to each type of class for a plan to be confirmed if such class rejects the Amended Plan:

- **Secured Creditors**. Each holder of an impaired secured claim either (a) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the ~~effective date~~Effective Date of the ~~plan~~Amended Plan, of at least the allowed amount of such secured claim, (b) has the right to credit bid the amount of its claim if its property is sold and retains its lien on the proceeds of the sale, or (c) receives the "indubitable equivalent" of its allowed secured claim.

- **Unsecured Creditors**. Either (a) each holder of an impaired unsecured claim receives or retains under the plan property of a value, as of the effective date of the plan, equal to the amount of its allowed claim or (b) the holders of claims and

interests that are junior to the claims of the dissenting class will not receive any property under the ~~plan~~Amended Plan.

- **Interests**. Either (a) each equity interest holder will receive or retain under the plan property of a value equal to the greater of (i) the fixed liquidation preference or redemption price, if any, of such equity interest and (ii) the value of the equity interest or (b) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the ~~plan~~Amended Plan.

The Debtors believe the Amended Plan satisfies both the "unfair discrimination" and "fair and equitable" requirement with respect to any rejecting Class.

IF ALL OTHER CONFIRMATION REQUIREMENTS ARE SATISFIED AT THE CONFIRMATION HEARING, THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO RULE THAT THE AMENDED PLAN MAY BE CONFIRMED ON THE GROUND THAT THE SECTION 1129(b) REQUIREMENTS HAVE BEEN SATISFIED.

ii. Best Interests Test

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either: (a) accept the plan; or (b) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the "best interests test."

This test requires a bankruptcy court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtors' assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtors' assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Amended Plan all holders of impaired Claims and Interests will receive property with a value not less than the value such Holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors' belief is based primarily on: (a) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of impaired Claims and Interests; and (b) the Liquidation Analysis attached hereto as **Exhibit C**.

The Debtors believe that any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis provided in **Exhibit C** is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be

realized in a chapter 7 liquidation nor can there be any assurance that a bankruptcy court will accept the Debtors' conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

iii. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. ~~For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. As part of this analysis, the Debtors have preparing consolidated financial projections for the Debtors ("**Financial Projections**") for the period beginning with the first quarter of 2025 through fiscal year-end 2028. Those projections will be filed with the plan supplement.~~ Because the Amended Plan contemplates the liquidation of the Debtors and their assets, the Amended Plan is feasible because it sets aside sufficient funds to pay all Allowed Administrative Claims and other Allowed Claims and Interests in accordance with the terms of the Amended Plan.

~~The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or Financial Projections to parties in interest after the Confirmation Date, or, if applicable, to include such information in documents required to be filed with the SEC or otherwise make such information public, unless required to do so by the SEC or other regulatory bodies. In connection with the planning and development of the Plan, the Financial Projections were prepared by the Debtors, with the assistance of their professionals, to present the anticipated impact of the Plan. The Financial Projections assume that the Plan will be implemented in accordance with its stated terms. The Financial Projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, bitcoin hashprices, energy prices, regulatory changes, and a variety of other factors. Consequently, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to material business, economic, and other uncertainties. Therefore, such Financial Projections, estimates, and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein.~~

~~The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement, the Plan, and the Plan Supplement, in their entirety, and the historical consolidated financial statements (including the notes and schedules thereto).~~

XII.~~XI.~~ ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE AMENDED PLAN

The Debtors have evaluated several alternatives to the Amended Plan. After studying these alternatives, the Debtors have concluded that the Amended Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Amended Plan. If the Amended Plan is not confirmed and consummated, the alternatives to the

Amended Plan are: (A) the preparation and presentation of an alternative reorganization; (B) the a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code; or (C) a liquidation under chapter 7 of the Bankruptcy Code.

A. Alternative Plan ~~of Reorganization~~

If the Amended Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan ~~of reorganization~~ has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve either: (a) a reorganization and continuation of the Debtors' businesses or (b) an orderly liquidation of their assets. The Debtors, however, believe that the Amended Plan, as described herein, enables their creditors and shareholders to realize the most value under the circumstances.

B. Sale under Section 363 of the Bankruptcy Code

If the Amended Plan is not confirmed, the Debtors could seek from the Bankruptcy Court, after notice and hearing, authorization to sell their remaining assets under section 363 of the Bankruptcy Code. ~~The security interests in the Debtors' assets held by Interest holders would attach to the proceeds of any sale of the Debtors' assets to the extent of their secured interests therein.~~ Upon analysis and consideration of this alternative, the Debtors do not believe a sale of their remaining assets under section 363 of the Bankruptcy Code would yield a higher recovery for the holders of claims under the Amended Plan.

C. Liquidation Under Chapter 7 of Bankruptcy Code

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect that a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis attached hereto as **Exhibit C**.

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Amended Plan because of, among other things, the delay resulting from the conversion of the Chapter 11 Cases, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in the Chapter 11 Cases, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.

XIII.~~XII.~~ CONCLUSION AND RECOMMENDATION

The Debtors believe the Amended Plan is in the best interests of all stakeholders and urge the holders of Claims and Interests ~~in Class 10 and classes 9a-f~~, as applicable, to vote in favor thereof.

Dated: ~~May 23~~June 18, 2025 Respectfully submitted,
Houston, Texas

By: */s/ Michael Robinson*
By: Michael Robinson
Co-Chief Restructuring Officer
Rhodium Enterprises and its ~~affiliate~~affiliated debtors

By: */s/ David M. Dunn*
By: David M. Dunn
Co-Chief Restructuring Officer
Rhodium Enterprises and its affiliated debtors

By: */s/ David Eaton*
By: David Eaton
Independent Director of Rhodium Enterprises, Inc.

By: */s/ Spencer Wells*
By: Spencer Wells
Independent Director of Rhodium Enterprises, Inc.