

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

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

**NOTICE OF FILING OF REDLINE TO THE AMENDED PLAN OF LIQUIDATION
OF RHODIUM ENCORE LLC AND ITS AFFILIATED DEBTORS**

(Relates to ECF Nos. 1174 and 1297)

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 22, 2025, the Debtors filed their Joint Chapter 11 Plan of Rhodium Encore LLC and its Affiliated Debtors (the “Plan”) (ECF No. 1174).

PLEASE TAKE FURTHER NOTICE that on June 18, 2025, the Debtors filed their Amended Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC and its Affiliated Debtors (the “Amended Plan”) (ECF No. 1297).

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

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.



Respectfully submitted this 19th day of June, 2025.

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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

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Style name: Standard	
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Modified filename: Rhodium Amended Plan - FINAL FINAL(17048103.1).docx	
Changes:	
Add	1417
Delete	834
Move From	92
Move To	92
Table Insert	3
Table Delete	1
Table moves to	0
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	§	(Jointly Administered)
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**AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION
OF RHODIUM ENCORE LLC AND ITS AFFILIATED DEBTORS**

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Dated: ~~May 22~~ June 18, 2025
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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DEFINITIONS AND INTERPRETATION.....	<u>51</u>
A. Definitions.	5
B. Interpretation; Application of Definitions and Rules of Construction	19
C. Computation of Time	20
D. Reference to Monetary Figures	20
E. Reference to the Debtors or the Reorganized Debtors	20
F. Controlling Document	20
ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, PROFESSIONAL FEE CLAIMS, AND PRIORITY TAX CLAIMS.....	20 <u>16</u>
2.1. Administrative Expense Claims.....	20 <u>17</u>
2.2. Professional Fee Claims.....	21 <u>17</u>
2.3. Priority Tax Claims.....	21 <u>17</u>
2.4. Professional Fee Escrow.....	21 <u>17</u>
2.5. Professional Fee Claims Estimate.....	22 <u>18</u>
2.6. Post-Effective Date Fees and Expenses.....	22 <u>18</u>
ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.....	23 <u>18</u>
3.1. Classification in General.....	23 <u>18</u>
3.2. Summary of Classification of Claims and Interests.....	23 <u>19</u>
3.3. Special Provision Governing Unimpaired Claims.....	24 <u>20</u>
3.4. Elimination of Vacant Classes.....	24 <u>20</u>
3.5. No Waiver.....	24 <u>20</u>
3.6. Voting Classes; Presumed Acceptance by Non-Voting Classes.....	24 <u>20</u>
3.7. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code.....	25 <u>20</u>
ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.....	25 <u>21</u>
4.1. Rhodium 2.0 Secured Notes Claims (Class 1).....	25 <u>21</u>
4.2. Rhodium Encore Secured Notes Claims (Class 2).....	25 <u>21</u>
4.3. Rhodium Technologies Secured Notes Claims (Class 3).....	26 <u>21</u>
4.4. Priority Non-Tax Claims (Class 4).....	26 <u>22</u>
4.5. Guaranteed Unsecured Claims (Class 5a).....	26 <u>22</u>
4.6. General Unsecured Claims (Class 5b).....	27 <u>23</u>
4.7. Intercompany Claims (Class 6).....	27 <u>23</u>
4.8. Late Filed Claims (Class 7).....	28 <u>24</u>
4.9. Section 510(b) <u>Transcend Parties</u> Claims (Class 88a).....	28 <u>24</u>

4.10.	<u>SAFE Claims (Class 8b)</u>	24
4.11.	<u>LTIP Claims (Class 8c)</u>	25
4.12.	<u>Rhodium Technologies Interests (Class 9a)</u>	25
4.13.	<u>Rhodium Enterprises Class A Interests (Class 9b)</u>	25
4.10.	Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, 4.14.	28
	Imperium Interests, REI/RTL Interests (Classes 9a-f <u>Class 9c</u>).	<u>26</u>
4.14. 4.15.	Intercompany Interests (Class 9 <u>10</u>)	29 <u>26</u>
ARTICLE V.	MEANS FOR IMPLEMENTATION	<u>27</u>
5.1.	Compromise and Settlement of Claims, Interests, and Controversies	<u>27</u>
5.2.	Rhodium Litigation Trust	<u>27</u>
5.3.	Interpleader Proceeding	32
	In an Interpleader Scenario:	32
5.4.	Continued Corporate Existence; 5.3. Effectuating Documents; Corporate Action; Restructuring Transaction	
5.5. 5.4.	Exemption from Securities Laws	<u>33</u>
5.6. 5.5.	Cancellation of Liens <u>and Debt Instruments</u>	<u>33</u>
5.7. 5.6.	Officers and Boards of Directors; <u>Management of Wind Down Debtors</u>	<u>34</u>
5.8. 5.7.	Nonconsensual Confirmation	<u>34</u>
5.9. 5.8.	Closing of the Chapter 11 Cases	<u>34</u>
5.9.	<u>Redemption of Rhodium Technologies Interests</u>	<u>31</u>
5.10.	Dissolution of Certain Debtors; Consolidation of Debtors' Estates <u>Exercise and Settlement of Warrants and Warrant Claims</u>	35 <u>31</u>
	On the Effective Date, all of the Debtors other than Rhodium Enterprises Inc. and Rhodium Technologies shall be dissolved pursuant to this Plan and the Confirmation Order.	35
5.11.	<u>Exercise Price for Warrants</u>	<u>33</u>
5.12.	<u>D&O Insurance Settlement</u>	<u>33</u>
5.13.	<u>Consenting Stakeholders</u>	<u>33</u>
5.14.	<u>Liquidation of Remaining Assets</u>	<u>33</u>
5.15.	<u>Mobile Mining Unit</u>	<u>34</u>
5.16.	<u>Treatment of SAFE Claims; Reclassification as Interests</u>	<u>34</u>
5.17. 5.17.	Notice of Effective Date	35 <u>34</u>
ARTICLE VI.	DISTRIBUTIONS	<u>34</u>
6.1.	Distributions Generally	<u>34</u>
6.2.	Distribution Record Date	<u>34</u>
6.3.	Date of Distributions	35
6.4.	Disbursing Agent	35

6.5.	Rights and Powers of Disbursing Agent.....	36 <u>35</u>
6.6.	No Postpetition Interest on Claims.....	36
6.7.	Delivery of Distributions.....	36
6.8.	Distributions after Effective Date.....	37 <u>36</u>
6.9.	Unclaimed Property.....	37 <u>36</u>
6.10.	Time Bar to Cash Payments.....	37 <u>36</u>
6.11.	Manner of Payment under <u>Amended</u> Plan.....	37 <u>36</u>
6.12.	Satisfaction of Claims <u>and Interests</u>	37
6.13.	Minimum Cash Distributions.....	37
6.14.	Setoffs and Recoupments.....	37
6.15.	Allocation of Distributions between Principal and Interest.....	38 <u>37</u>
6.16.	No Distribution in Excess of Amount of Allowed Claim.....	38
<u>6.17.</u>	<u>Calculation of Distributable Cash.</u>	<u>38</u>
<u>6.18.</u>	<u>Special Provisions Relating to Proofs of Claim Filed by Imperium and the Founders.</u>	<u>38</u>
6.17 <u>6.19.</u>	Withholding and Reporting Requirements.....	38 <u>39</u>
ARTICLE VII.	PROCEDURES FOR DISPUTED CLAIMS <u>AND INTEREST</u>	39 <u>40</u>
7.1.	Disputed Claims <u>and Interests</u> Generally.....	39 <u>40</u>
7.2.	Objections to Claims <u>and Interests</u>	39 <u>40</u>
7.3.	Estimation of Claims.....	39 <u>40</u>
7.4.	Adjustment to Claims Register Without Objection.....	40
7.5.	Disallowance of Claims.....	40 <u>41</u>
7.6.	No Distributions Pending Allowance.....	40 <u>41</u>
7.7.	Distributions after Allowance.....	40 <u>41</u>
7.8.	Claim Resolution Procedures Cumulative.....	41
7.9.	Single Satisfaction of Claims.....	41
7.10.	Amendments to Claims <u>or Interests</u>	41 <u>42</u>
ARTICLE VIII.	EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	41 <u>42</u>
8.1.	General Treatment.....	41 <u>42</u>
8.2.	Determination of Assumption and Cure Disputes and Deemed Consent.....	42
8.3.	Rejection Claims.....	43 <u>44</u>
8.4.	Survival of the Debtors' Indemnification Obligations.....	43 <u>44</u>
8.5.	Employee Arrangements and Employee Obligations.....	44
8.6.	Insurance Policies/Claims Payable By Third Parties.....	45 <u>46</u>
8.7.	Intellectual Property Licenses and Agreements.....	46 <u>47</u>

8.8.	Assignment.....	46 <u>47</u>
8.9.	Modifications, Amendments, Supplements, Restatements, or Other Agreements.....	47
8.10.	Reservation of Rights.....	47
ARTICLE IX.	CONDITIONS PRECEDENT TO EFFECTIVE DATE.....	47 <u>48</u>
9.1.	Conditions Precedent to the Effective Date.....	47 <u>48</u>
9.2.	Timing of Conditions Precedent.....	48 <u>49</u>
9.3.	Waiver of Conditions Precedent.....	48 <u>49</u>
9.4.	Effect of Failure of a Condition.....	48 <u>49</u>
ARTICLE X.	EFFECT OF CONFIRMATION OF <u>AMENDED</u> PLAN.....	48 <u>49</u>
10.1.	Vesting of Assets in the Reorganized <u>Wind Down</u> Debtors <u>or Liquidating Trust</u>	48 <u>49</u>
10.2.	Binding Effect.....	49 <u>50</u>
10.3.	Discharge of Claims and Termination of Interests.....	49
10.4 <u>10.3.</u>	Term of Injunctions or Stays.....	49 <u>50</u>
10.5 <u>10.4.</u>	Injunction.....	50
10.6 <u>10.5.</u>	Releases.....	51
10.7 <u>10.6.</u>	Exculpation.....	52 <u>53</u>
10.8 <u>10.7.</u>	Gatekeeper Injunctions.....	53
10.9 <u>10.8.</u>	Retention of Causes of Action/Transfer of Causes of Action and Reservation of Rights.....	53 <u>54</u>
10.10 <u>10.9.</u>	Ipsa Facto and Similar Provisions Ineffective.....	54
10.11 <u>10.10.</u>	Solicitation of <u>Amended</u> Plan.....	54
10.12 <u>10.11.</u>	Corporate and Limited Liability Company Action.....	54 <u>55</u>
ARTICLE XI.	RETENTION OF JURISDICTION.....	55
11.1.	Retention of Jurisdiction.....	55
11.2.	Courts of Competent Jurisdiction.....	56 <u>57</u>
ARTICLE XII.	MISCELLANEOUS PROVISIONS.....	56 <u>57</u>
12.1.	Payment of Statutory Fees.....	56 <u>57</u>
12.2.	Substantial Consummation of the <u>Amended</u> Plan.....	57
12.3.	Request for Expedited Determination of Taxes.....	57
12.4.	Exemption from Certain Transfer Taxes.....	57
12.5.	Amendments.....	57 <u>58</u>
12.6.	Effectuating Documents and Further Transactions.....	58
12.7.	Revocation or Withdrawal of the <u>Amended</u> Plan.....	58
12.8.	Severability of <u>Amended</u> Plan Provisions.....	58 <u>59</u>
12.9.	Governing Law.....	58 <u>59</u>

12.10. Time.....	59
12.11. Dates of Actions to Implement the <u>Amended</u> Plan.....	59
12.12. Immediate Binding Effect.....	59
12.13. Deemed Acts.....	59 <u>60</u>
12.14. Succcessor <u>Successors</u> and Assigns.....	59 <u>60</u>
12.15. Entire Agreement.....	59 <u>60</u>
12.16. Exhibits to <u>Amended</u> Plan.....	59 <u>60</u>
12.17. Dissolution of Creditors' Committee.....	60
12.18. Notices.....	60

Each of 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) (each, a “**Debtor**” and, collectively, the “**Debtors**”) ~~proposes~~propose the following joint chapter 11 plan of ~~reorganization~~liquidation pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Article I.A. Holders of Claims and Interests may refer to the Amended Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of the Amended Plan, the settlements and transactions contemplated thereby, and certain related matters. The Debtors are the proponents of the Amended Plan within the meaning of section 1129 of the Bankruptcy Code.

~~The Plan provides that all Debtors other than Rhodium Enterprises Inc. and Rhodium Technologies LLC will be dissolved prior to or on the Effective Date. Thereafter, the Debtors’ estates will be consolidated for all purposes, including distributions.~~

The Amended Plan provides for the creation, in certain circumstances, of the Rhodium Litigation Trust and the ~~designation of a~~establishment of the Rhodium Litigation ~~Trustee. The Trust Committee to oversee the Rhodium Litigation Trust. The Amended~~ Plan contemplates the assignment to the Rhodium Litigation Trust, if established, of the Trust Assets, which ~~expressly~~ include the ~~Trust Causes of Action (which, in turn, include the Avoidance Actions).~~Rhodium D&O Claims and the Transcend Contributed Claims. The assets transferred to the Rhodium Litigation Trust shall be administered for the benefit of the Trust Beneficiaries.

~~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, regardless of when the Effective Date of the Plan occurs. Distributions in accordance with the resolution of the Interpleader Proceeding, if applicable, shall be~~

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~~made pursuant to applicable orders of the Bankruptcy Court and deemed to be distributions pursuant to this Plan and shall be subject to the terms hereof, except where otherwise expressly stated herein.~~

Pursuant to the ~~Pending Pleadings~~Payment Orders, the Debtors ~~are seeking relief~~obtained Bankruptcy Court authorization to, among other things, ~~(i) make distributions to Holders of certain Secured Claims, General Unsecured Claims, and Guaranteed Unsecured Claims in accordance with the terms of the Pending Pleadings, and (ii) dissolve the Creditors Committee on the date of Plan Confirmation~~Payment Orders. For the avoidance of doubt, ~~any~~all distributions made pursuant to the ~~Pending Pleadings~~Payment Orders shall be in lieu of any payments due on account of such Claims under this Amended Plan, and all such Claims shall be extinguished in the same manner as ~~though~~though the distributions had been made pursuant to this Amended Plan.

ALL HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE ON THE AMENDED PLAN ARE ENCOURAGED TO READ THE AMENDED PLAN AND THE AMENDED DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE AMENDED PLAN.

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ARTICLE I. DEFINITIONS AND INTERPRETATION.

A. Definitions.

The following terms shall have the respective meanings specified below:

1.1 “ADI Warrants” means any and all warrants issued to any of the Transcend Parties under any of the five (5) Warrant Purchase Agreements dated July 2, 2021, between Rhodium Enterprises and each of NCF Eagle Trust, Kintz Family Trust, Kingdom Trust C-Malcolm IRA, Kingdom Trust C-Emily IRA, and GRF Tiger Trust.

1.2 “ADI Warrants Settlement” means the settlement of all Claims and Interests relating to the ADI Warrants, including the Exercised Warrants, the Unexercised Warrants, and the Unexercised Warrants Claims, described in section 5.10 of the Amended Plan.

~~1.3~~ 1.3 “Administrative Expense Claim” means any Claim against any Debtor for a cost or expense of administration incurred during the Chapter 11 Cases of a kind specified under section 503(b) of the Bankruptcy Code and entitled to priority under sections ~~507(a)(2), 507(b) or 1114(e)(2)~~ of the Bankruptcy Code, including, without limitation, (i) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries or commissions for services and payments for good and other services and leased premises) and (ii) Professional Fee Claims.

~~1.4~~ 1.4 “Affiliate” shall, with respect to an Entity, have the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity were a debtor in a case under the Bankruptcy Code.

~~1.5~~ 1.5 “Allowed” means, with respect to any Claim or Interest, except as otherwise provided herein: (i) a Claim (or any portion thereof) that is evidenced by a Proof of Claim Filed by the applicable Bar Date established in the Chapter 11 Cases; (ii) an Interest (or any portion thereof) that is evidenced by a Proof of Interest Filed by the applicable Bar Date established in the Chapter 11 Cases; (iii) a Claim or Interest that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim or Proof of Interest has been timely Filed that asserts a Claim or Interest different in amount or priority from that listed in the ~~Schedule~~Schedules (unless otherwise agreed by stipulation between the Debtors and the applicable Holder); or (iv) a Claim or Interest Allowed pursuant to the Amended Plan, including as settled or compromised pursuant to section 7.2 hereof, or a Final Order; **provided that** with respect to a Claim or Interest described in clauses (i) and (ii) above, such Claim or Interest shall be considered Allowed only if and to the extent that (A) with respect to such Claim or Interest, no objection to the allowance thereof, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed and not withdrawn by the Claim Objection Deadline, (B) an objection to such Claim or Interest is asserted and such Claim or Interest is subsequently allowed pursuant to a Final Order, or (C) such Claim or Interest is settled pursuant to a Final Order; **provided, further that** notwithstanding the foregoing, (x) unless expressly waived by the Amended Plan, the Allowed amount of Claims and Interests shall be subject to and shall not exceed the limitations under or maximum amounts permitted by the Bankruptcy Code, including sections 502, 503, 506 or 507 of the Bankruptcy Code, to the extent applicable, and (y) the ~~Reorganized~~ Debtors, the Wind Down Debtors, and the Liquidating Trustee, as applicable, shall retain all claims and defenses with respect to Allowed Claims or Interests that are Reinstated or otherwise Unimpaired pursuant to the Amended Plan. If a Claim or Interest is Allowed only in part, any provisions hereunder with respect to Allowed Claims or Interests are applicable solely to the Allowed portion of such Claim or Interest. For the avoidance of doubt, a Proof of Claim or a Proof of Interest Filed after the applicable Bar

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Date shall not be Allowed for any purpose whatsoever absent entry of a Final Order allowing such late-Filed Claim or Interest and a Claim or Interest that has been Disallowed by a Final Order or settlement shall not be Allowed for any purpose whatsoever. “Allow,” “Allowing,” and “Allowance,” shall have correlative meanings.

1.6 “Amended Disclosure Statement” means the disclosure statement for the Amended Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, and all exhibits, schedules, supplements, modifications, amendments, annexes, and attachments to such disclosure statement.

1.7 “Amended Plan” means this amended joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including, without limitation, any appendices, schedules, and supplements to the Amended Plan contained in the Plan Supplement), as the same may be amended, supplemented, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.

~~1.4~~1.8 “Asset” means all of the rights, title, and interests of a Debtor in, and to property of, whatever type or nature, including real, personal, mixed, intellectual, tangible, and intangible property.

~~1.5~~1.9 “Assumption Dispute” means an unresolved objection regarding assumption of an Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code, including objections based on the appropriate Cure Amount or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or any other issue relating to assumption of an Executory Contract or Unexpired Lease.

~~1.6~~1.10 “Avoidance Actions” means any and all actual or potential Claims and Causes of Action to avoid or recover a transfer of property or an obligation incurred by the Debtors arising under chapter 5 of the Bankruptcy Code, including sections 502(d), 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code and applicable non-bankruptcy law.

~~1.7~~1.11 “Ballot” means the form distributed to each Holder of a Claim or Interest in a Class entitled to vote on the Amended Plan (as set forth herein), on which it is to be indicated, among other things, acceptance or rejection of the Amended Plan.

~~1.8~~1.12 “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. § 101, *et seq.*, as amended from time to time, as applicable to the Chapter 11 Cases.

~~1.9~~1.13 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division having jurisdiction over the Chapter 11 Cases, and to the extent of any reference made under section 157 of title 28 of the United States Code or if the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

~~1.10~~1.14 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as promulgated by the Supreme Court of the United States under section 2075 of title 28 of the United States Code and any Local Bankruptcy Rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

~~1.11~~1.15 “Bar Date” means, collectively, the General Bar Date, the Governmental Bar Date, the Equity Interests Bar Date, the Rejection Damages Bar Date, and the Amended Schedules Bar Date.

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~~1.12~~1.16 **“Bar Date Order”** means the Order (I) Setting Bar Dates for Filing Proofs of Claim, (II) Approving the Form of Proofs of Claim and the Manner of Filing, (III) Approving Notice of Bar Dates, and (IV) Granting Related Relief (Docket No. 284).

~~1.13~~1.17 **“Base Salary”** shall mean base salary as of the Effective Date (or with respect to any Participant who began participation in the Plan Employee employed by the Company after the Effective Date, such Participant’s Employee’s base salary on the first day of such Participant’s participation in the Plan Employee’s employment by the Company), excluding shift premiums, overtime, bonuses, commissions, other special payments or any other allowance.

~~1.14~~1.18 **“Business Day”** means any day other than a Saturday, Sunday, “legal holiday” (as defined in Bankruptcy Rule 9006(a)), or any other day on which banking institutions in New York, New York are authorized or required by law or other governmental action to close.

~~1.15~~1.19 **“Cash”** means the legal tender of the United States of America.

~~1.16~~1.20 **“Cause”** shall mean where the Participant Employee has (A) repeatedly refused or failed to perform the material duties assigned to him/her; (B) engaged in a willful or intentional act that is materially injurious to the Company; (C) continually or repeatedly been absent from the Company, unless due to serious illness or disability; (D) used illegal drugs or been impaired due to other substances; (E) been convicted of any felony; (F) committed an act of gross misconduct, fraud, embezzlement or theft against the Company; or (G) violated a material Company policy that results in a material injury to the Company.

~~1.17~~1.21 **“Causes of Action”** means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, proceeding, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), choate or inchoate, reduced to judgment or otherwise, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including, without limitation, under any state or federal securities laws). Causes of Action also includes: (i) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (ii) the right to object to Claims or Interests; (iii) any claim pursuant to section 362 of the Bankruptcy Code; (iv) any claim or defense including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (v) any state law fraudulent transfers; and (vi) any Avoidance Actions.

~~1.18~~1.22 **“Chapter 11 Cases”** means, with respect to a Debtor, such Debtor’s case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors’ cases under chapter 11 of the Bankruptcy Code.

~~1.19~~1.23 **“Claim”** has the meaning set forth in section 101(5) of the Bankruptcy Code, as against any Debtor.

~~1.20~~1.24 **“Claim/Interest Objection Deadline”** means the deadline for objecting to Filed Proofs of Claim or Proofs of Interest or scheduled ~~claims~~ Claims or Interests, which shall be, unless otherwise extended pursuant to the Amended Plan, (i) the one hundred eightieth (180th) day following the later of (a) the Effective Date and (b) the date that a Proof of Claim or Proof of Interest is Filed or amended or a

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Claim or Interest is otherwise asserted or amended in writing by or on behalf of a Holder of such Claim or Interest; or (ii) such later date as may be fixed by the Bankruptcy Court; ***provided, however***, that the Debtors may extend the Claim/Interest Objection Deadline for an additional ninety (90) days in their sole discretion upon the filing of a notice with the Bankruptcy Court, with further extensions thereafter permitted after notice and a hearing.

~~1.24~~1.25 ***“Claims and Noticing Agent”*** means Kurtzman Carson Consultants, LLC dba Verita Global, the claims, noticing, and solicitation agent retained by the Debtors pursuant to the *Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC dba Verita Global as Claims, Noticing, and Solicitation Agent* (Docket No. 43).

~~1.22~~1.26 ***“Class”*** means any group of Claims or Interests classified as set forth in Article III of the Amended Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

~~1.23~~1.27 ***“Collateral”*** means any Asset of an Estate that is subject to a Lien securing the payment or performance of a Claim, which Lien is not invalid and has not been avoided under the Bankruptcy Code or applicable nonbankruptcy law.

~~1.24~~1.28 ***“Company”*** means, collectively, the Debtors and their non-Debtor Affiliates.

~~1.25~~1.29 ***“Confirmation”*** means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

~~1.26~~1.30 ***“Confirmation Date”*** means the date on which the Bankruptcy Court enters the Confirmation Order.

~~1.27~~1.31 ***“Confirmation Hearing”*** means the hearing to be held by the Bankruptcy Court to consider Confirmation of the Amended Plan, as such hearing may be adjourned or continued from time to time.

~~1.28~~1.32 ***“Confirmation Order”*** means the order of the Bankruptcy Court confirming the Amended Plan pursuant to section 1129 of the Bankruptcy Code, ~~which shall be in form and substance acceptable to the Debtors, and the Creditors’ Committee (solely to the extent it materially affects the treatment of Guaranteed Unsecured Claims or General Unsecured Claims).~~

1.33 “Consenting Stakeholder” shall mean any of (i) the Founders, (ii) the Holders of Settling Common Interests (in their capacities as such), (iii) Imperium, and (iv) the Transcend Parties, as parties to the Amended Plan Support Agreement.

~~1.29~~1.34 ***“Creditors’ Committee”*** means the official committee of unsecured creditors of the Debtors, appointed by the U.S. Trustee in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code on November 22, 2024 (Docket No. 488), the membership of which may be reconstituted from time to time.

~~1.30~~1.35 ***“Cure Amount”*** means, as applicable, (i) the payment of Cash by the Debtors, or the distribution of other property (as the parties may agree or the Bankruptcy Court may order), as necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an Executory Contract or Unexpired Lease of the Debtors and (b) permit the Debtors to assume such Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code, or (ii) the payment of Cash by the Debtors in an amount required by section 1124(2) of the Bankruptcy Code to Reinstate a Claim.

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1.36 “D&O Insurance Settlement” means the settlement of the Rhodium D&O Claims by the insurance carriers that issued the D&O Policies, for which the Debtors may seek approval pursuant to Federal Rule of Bankruptcy Procedure 9019 prior to the Effective Date or, in the alternative, pursuant to this Amended Plan.

~~1.34~~1.37 “D&O Policy” means, collectively, all insurance policies (including any “tail policy”) issued or providing coverage to any of the Debtors for current or former directors’, managers’, and officers’ liability, and all agreements, documents, or instruments related thereto.

~~1.32~~1.38 “Debtor” or “Debtors” has the meaning set forth in the introductory paragraph of the Amended Plan.

~~1.33~~1.39 “Debtors in Possession” means the Debtors in their capacity as debtors in possession in the Chapter 11 Cases pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

~~1.34~~1.40 “Disallowed” means any Claim or Interest, or any portion thereof, that (i) has been disallowed by the Amended Plan, Final Order, or settlement; (ii) is scheduled at zero, or as contingent, disputed, or unliquidated on the Schedules and as to which no Proof of Claim or Proof of Interest has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court, including any claims or interests bar date order, or otherwise deemed timely Filed under applicable law; (iii) is not scheduled on the Schedules and as to which no Proof of Claim or Proof of Interest has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely Filed under applicable law; (iv) has been withdrawn by agreement of the applicable Debtor and the Holder thereof; or (v) has been withdrawn by the Holder thereof. “Disallow” and “Disallowance” shall have correlative meanings.

~~1.35~~1.41 “Disbursing Agent” means any Entity (including any applicable Debtor ~~or Reorganized Debtor~~, Wind Down Debtors, or Liquidating Trustee if it acts in such capacity) in its capacity as a disbursing agent under Article VI of the Amended Plan.

~~1.36 “Disclosure Statement” means the disclosure statement for the Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, and all exhibits, schedules, supplements, modifications, amendments, annexes, and attachments to such disclosure statement.~~

~~1.37~~1.42 “Disclosure Statement Approval Order” means the ~~Order~~ (A) Approving the Adequacy of the Amended Disclosure Statement, (B) Approving the Solicitation Procedures and Solicitation Packages, (C) Scheduling ~~Hearings~~ Confirmation Hearing, (D) Establishing Procedures For Objecting to the Amended Plan and Amended Disclosure Statement, (E) Approving the Form, Manner, and Sufficiency of Notice of the Hearings, and (F) Granting Related Relief, which may be amended or modified.

~~1.38~~1.43 “Disputed” means, with respect to a Claim or Interest, (i) any Claim or Interest, which Claim or Interest is disputed under ~~Section~~section 7.1 of the Amended Plan or as to which the Debtors have interposed and not withdrawn an objection or request for estimation that has not been determined by a Final Order; (ii) any Claim or Interest, proof of which was required to be Filed by order of the Bankruptcy Court but as to which a Proof of Claim or Proof of Interest was not timely or properly Filed by the applicable Bar Date; (iii) any Claim or Interest that is listed in the Schedules as unliquidated, contingent, or disputed, and as to which no request for payment or Proof of Claim or Proof of Interest has been Filed by the applicable Bar Date; or (iv) any Claim or Interest that is otherwise disputed by any of the Debtors ~~or~~, the ~~Reorganized~~Wind Down Debtors, or the Liquidating Trustee, as applicable, in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled

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by a Final Order. To the extent ~~the Debtors dispute~~ only the amount of a Claim or Interest is Disputed, such Claim or Interest shall be deemed Allowed in the amount the Debtors do not dispute, if any, and Disputed as to the balance of such Claim or Interest.

~~1.39~~1.44 **“Disputed Claims Estimation Amount”** means the maximum amount of each contingent, unliquidated, and Disputed Claim for purposes of distributions hereunder, as determined by the Bankruptcy Court pursuant to a Final Order of the Bankruptcy Court.

~~1.40~~1.45 **“Distribution Record Date”** means the record date for purposes of determining which

(i) Holders of Allowed Claims are eligible to receive distributions under the Amended Plan, which, unless otherwise specified, shall be the earlier of (a) the date that is two (2) Business Days before the Effective Date or such other date as is designated by the Debtors, and (b) the date such Claim becomes Allowed, and

(ii) Holders of Allowed Interests are eligible to receive distributions under the Amended Plan, which, unless otherwise specified, shall be the Effective Date ~~in a Settled Equity Split Scenario or such later date as may be necessary in an Interpleader Scenario~~, in accordance with the terms hereof, any Final Order of the Bankruptcy Court, and applicable law.

~~1.41~~1.46 **“Effective Date”** means, with respect to the Amended Plan, the date that is a Business Day selected by the Debtors on which: (i) no stay of the Confirmation Order is in effect and (ii) all conditions precedent specified in section 9.1 of the Amended Plan have been satisfied or waived (in accordance with section 9.3). Without limiting the foregoing, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

1.47 “Employee” means any person employed by the Company before or after the Petition Date.

~~1.42~~1.48 **“Employee Arrangements”** means all employment or employee-related arrangements, agreements, programs, and policies, and all compensation and benefits plans, policies, award letters, key employee retention agreements, and programs of the Debtors applicable to their respective employees, retirees, consultants, contractors, and non-employee directors, including all agreements with professional employer organizations, savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans (including equity and equity-based plans), welfare benefits plans, life and accidental death and dismemberment insurance plans.

~~1.43~~1.49 **“Entity”** means an individual, corporation, partnership, limited liability partnership, limited liability company, association, joint stock company, joint venture, estate, trust, unincorporated organization, Governmental Unit or any political subdivision thereof, or other Person or other entity.

~~1.44~~1.50 **“Equity Interests Bar Date”** means June 20, 2025, at 5:00 p.m. (Prevailing Central Time) as established by the *Corrected Order (I) Setting Bar Date for Filing Proofs of Interest, (II) Approving the Form of Proofs of Interest and the Manner of Filing, (III) Approving Notice of Bar Date, and (IV) Granting Related Relief* entered on May 14, 2025 (Docket No. 1100).

~~1.45 “Equity Reserve” means the Cash available for distribution to Holders of Interests in the Company after payment in full of all Allowed Claims.~~

~~1.46~~1.51 **“Estate”** or **“Estates”** means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code upon the commencement of each Debtor’s

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Chapter 11 Case and all property (as defined in section 541 of the Bankruptcy Code) acquired by each Debtor after the Petition Date and before the Effective Date.

1.52 “Exercised Warrants” has the meaning given to such term in section 5.10 of the Amended Plan.

~~1.47~~1.53 “**Exculpated Parties**” means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; (ii) the Creditors’ Committee and each of its present and former members, each solely in its capacity as such (and as it relates to former members, solely with regard to the time period for which they served on the Creditors’ Committee); (iii) the Independent Directors and (iv) with respect to each of the foregoing Persons in clauses (i) through (iii), all Related Parties.

~~1.48~~1.54 “**Executory Contract**” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

~~1.49 “Existing Common Interests” means common stock issued by the Debtors that existed immediately prior to the Effective Date; provided, however, that as used herein, Existing Common Interests shall not include any (i) Imperium Interests, (ii) LTIP Interests, (iii) SAFE Interests, (iv) Transcend Parties Interests, (v) Interecompany Interests, or (vi) REI/RTL Interests.~~

~~1.50~~1.55 “**Federal Judgment Rate**” means the interest rate of ~~4.41~~4.00% per annum as provided under 28 U.S.C. § 1961(a), calculated as of the Petition Date.

~~1.51~~1.56 “**File, Filed, or Filing**” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim or ~~proof~~Proof of Interest, with the Claims and Noticing Agent.

~~1.52~~1.57 “**Final Order**” means as applicable, an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, with respect to the relevant subject matter, which (a) has not been reversed, stayed, modified, or amended, including any order subject to appeal but for which no stay of such order has been entered, and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, reargument, reconsideration or rehearing has been timely taken, or (b) as to which any appeal that has been taken or any petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be Filed has been withdrawn with prejudice, resolved by the highest court to which the order or judgment was appealed or from which certiorari could be sought, or any request for new trial, reargument, reconsideration or rehearing has been denied, resulted in no stay pending appeal or modification of such order, or has otherwise been dismissed with prejudice; ~~provided, that~~ no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be Filed with respect to such order or judgment.

1.58 “Founders” shall mean, collectively, Cameron Blackmon, Chase Blackmon, Nicholas Cerasuolo, and Nathan Nichols.

~~1.53~~1.59 “**General Bar Date**” means November 22, 2024, at 5:00 p.m. (prevailing Central Time), which is the deadline by which all Persons, except Governmental Units, were required to have Filed Proofs of Claim against the Debtors as established by the Bar Date Order.

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~~1.54~~1.60 **“General Unsecured Claim”** means any Claim that is not a Secured Claim, Priority Tax Claim, Priority Non-Tax Claim, Professional Fee Claim, Guaranteed Unsecured Claim, Intercompany Claim, ~~Section 510(b)~~Transcend Parties Claim, ~~Late-Filed~~SAFE Claim, LTIP Claim, or an Administrative Expense Claim. Except as otherwise agreed upon pursuant to a settlement with the Debtors, any interest accruing on General Unsecured Claims from the Petition Date through the Effective Date shall accrue at the Federal Judgment Rate.

~~1.55~~1.61 **“Good Reason”** shall mean (A) where there has been a material adverse diminution of any material duties or responsibilities of the ~~Participant~~Employee; (B) any failure of the Company to comply with the provisions of this Amended Plan; or (C) a material reduction in the ~~Participant’s~~Employee’s Base Salary or annual bonus opportunity.

~~1.56~~1.62 **“Governmental Bar Date”** means February 20, 2025, at 5:00 p.m. (prevailing Central Time), which is the deadline by which all Governmental Units ~~are/were~~ required to have Filed Proofs of Claim against the Debtors, as established by Local Rule 3003-1 and ratified by the Bar Date Order.

~~1.57~~1.63 **“Governmental Unit”** has the meaning set forth in section 101(27) of the Bankruptcy Code.

~~1.58~~1.64 **“Guaranteed Unsecured Claim”** means any Claim arising under or related to those certain secured promissory notes between Rhodium Technologies 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, as set forth in the pledge agreements related to those secured promissory notes. Except as otherwise agreed upon pursuant to a settlement with the Debtors, any interest accruing on Guaranteed Unsecured Claims from the Petition Date through the Effective Date shall accrue at 3.05%.

~~1.59~~1.65 **“Holder”** means any Person holding (including as successor or assignee pursuant to a valid succession or assignment) a Claim or an Interest, as applicable, solely in its capacity as such.

~~1.60~~1.66 **“Impaired”** means, with respect to a Claim, Interest, or Class of Claims or Interests, “impaired” within the meaning of such term in section 1124 of the Bankruptcy Code.

~~1.61~~1.67 **“Imperium”** means Imperium Investments Holdings LLC.

1.68 “Imperium Equity Claim” means Imperium’s claim to receive its pro rata distribution of all assets of Rhodium Technologies on account of its asserted ownership of equity interests in Rhodium Technologies.

~~1.62~~1.69 **“Imperium Interests”** means any Interest held by Imperium in any of the Debtors.

1.70 “Imperium REI Interests” means (i) the Class B Common Stock in Rhodium Enterprises owned by Imperium, and (ii) the so-called “penny warrants” issued by Rhodium Enterprises to Imperium on or about September 29, 2022.

~~1.63~~1.71 **“Indemnification Obligation”** means any existing or future obligation of any Debtor or Wind Down Debtors to indemnify current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity, with respect to or based upon such service or any act or omission taken or not taken in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, the Debtors’ respective memoranda, articles or certificates of incorporation or formation, corporate charters, bylaws, operating agreements, limited liability company agreements, or similar corporate or organizational documents or other applicable contract or law in effect

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as of the Effective Date, excluding any obligation to indemnify any of the foregoing parties with respect to any act or omission for or on behalf of the Debtors arising out of any act or omission determined by a Final Order to constitute actual fraud, willful misconduct, or gross negligence.

~~1.64~~1.72 **“Independent Directors”** means David Eaton and Spencer Wells in their capacities as independent directors of ~~the Debtors~~Rhodium Enterprises, Inc.

~~1.65~~1.73 **“Insured Litigation Claims”** means any insured claims constituting Guaranteed Unsecured Claims, General Unsecured Claims, or ~~Section 540(b)~~Late Filed Claims, as applicable.

~~1.66~~1.74 **“Intercompany Claim”** means any Claim against a Debtor held by another Debtor.

~~1.67~~1.75 **“Intercompany Interest”** means an Interest in a Debtor held by another Debtor, other than ~~REI/RTL~~Rhodium Technologies Interests.

~~1.68~~ **“Interpleader Proceeding”** means the adversary proceeding substantially in the form attached hereto as Exhibit A which will be initiated by the Debtors or Reorganized Debtors regarding ownership of the Equity Reserve in an Interpleader Scenario.

~~1.69~~ **“Interpleader Scenario”** means a scenario in which (i) the Holders of Interests do not reach agreement regarding the allocation of the Equity Reserve prior to the Confirmation Date and (ii) the Interpleader Proceeding is initiated in the Bankruptcy Court.

~~1.70~~1.76 **“Interests”** means any equity in a Debtor as defined in section 101(16) of the Bankruptcy Code, including all ordinary shares, units, common stock, preferred stock, membership interest, partnership interest, or other instruments evidencing an ownership interest, or equity security (as defined in section 101(16) of the Bankruptcy Code) in any of the Debtors, whether or not transferable, and any restricted stock, warrant or right, contractual or otherwise, including, without limitation, equity-based employee incentives, grants, stock appreciation rights, performance shares/units, incentive awards, or other instruments issued to employees of the Debtors, to acquire any such interests in a Debtor that existed immediately before the Effective Date (in each case whether or not arising under or in connection with any employment agreement); ~~provided, that the foregoing shall not apply to any entitlement to participate in or receive any Interests of the Reorganized Debtors.~~ For the avoidance of doubt, Interests, as used herein, includes, without limitation, all of (i) ~~Existing Common~~Rhodium Enterprises Class A Interests, (ii) Imperium Interests, (iii) ~~LTP~~Transcend Parties Interests, (iv) ~~SAFE Interests,~~ (v) ~~Transcend Parties Interests~~ (vi) ADI Warrants, (v) Intercompany Interests, and (vii) ~~REI/RTL~~vi) Rhodium Technologies Interests.

~~1.71~~1.77 **“Late Filed Claim”** means a Claim Filed after the applicable Bar Date.

~~1.72~~1.78 **“Lien”** has the meaning set forth in section 101(37) of the Bankruptcy Code.

~~1.73~~1.79 **“Litigation Trust Agreement”** means a trust agreement, substantially in the form attached hereto as Exhibit CB, providing for the Rhodium Litigation Trust, which agreement shall be entered into and filed with the Bankruptcy Court prior to the Confirmation Hearing, and approved by the Bankruptcy Court as part of the Confirmation Order; ~~provided, that the Debtors and Reorganized Debtors shall not be responsible for any costs of the Rhodium Litigation Trust.~~

~~1.74~~1.80 **“Litigation Trustee”** means the Trustee of the Rhodium Litigation Trust, as selected by the Rhodium Litigation Trust Committee and approved by the Bankruptcy Court.

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1.81 “Liquidating Trustee” means the trustee of any liquidating trust to be established under this Plan for the purpose of liquidating some or all of the Remaining Assets and winding down the Debtors’ business and affairs.

~~1.75~~1.82 “Local Rules” means the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

~~1.76~~1.83 “LTIP ~~Interests~~Claims” means ~~Interests~~Claims held by participants in the Debtors’ Long-Term Incentive Plan in any of the Debtors.

~~1.77 “Non-Released D&O Claims” means any claim, right, demand, or cause of action against any Person who serves, or has served, at any time, as a director or officer of any of the Debtors or their subsidiaries, in their capacity as such.~~

1.84 “Mobile Mining Unit” means that certain mobile mining unit purchased by Debtor Rhodium Industries from Blackmon Holdings, LLC for \$1,000,000 on or about June 30, 2022.

~~1.78~~1.85 “Person” means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, Governmental Unit, or other Entity.

~~1.79~~1.86 “Petition Date” means, with respect to a Debtor, the date on which such Debtor commenced its Chapter 11 Case.

~~1.80 “Pending Pleadings~~1.87 “Payment Orders” means, collectively, the (a) ~~Debtors’ Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Amend Order Amending the Final Cash Collateral Order to Provide for Authorize Final Payment to Prepetition Secured Lenders; and (II) Granting Related Relief~~ (Docket No. ~~1056~~1197); and (b) Order Granting Debtors’ ~~Emergency~~ Motion for Entry of an Order (I) Approving ~~The~~the Accelerated Payment Procedures; and (II) Granting Related Relief (Docket No. ~~1057~~1198).

~~1.81 “Plan” means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including, without limitation, any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as the same may be amended, supplemented, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.~~

~~1.82~~1.88 “Plan Distribution” means the payment or distribution of consideration to Holders of Allowed Claims and Interests under the Amended Plan.

~~1.83~~1.89 “Plan Documents” means any of the documents, other than the Amended Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including the documents to be included in the Plan Supplement and the Litigation Trust Agreement.

~~1.84~~1.90 “Plan Supplement” means a supplemental appendix to the Amended Plan containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of the Amended Plan, as may be amended, modified, or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and Bankruptcy Rules, which may include, but not be limited to: (i) information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (ii) the Schedule of Retained Causes of Action; (iii) the Schedule of Rejected Contracts; and (iv) the Schedule of Assumed Contracts; ~~provided, that~~ through the Effective Date, the Debtors shall have the

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right to amend the Plan Supplement and any schedules, exhibits, or amendments thereto, in accordance with the terms of the Amended Plan.

1.91 ***“Plan Support Agreement”*** shall mean that certain Plan Support Agreement dated as of June 10, 2025 by and among the Debtors, acting through the Special Committee, and the Consenting Stakeholders, including all exhibits thereto.

~~1.85~~1.92 ***“Prerequisite Condition”*** shall have the meaning ascribed to such term in ~~Section~~section 9.2 of the Amended Plan.

~~1.86~~1.93 ***“Priority Non-Tax Claim”*** means any Claim other than an Administrative Expense Claim or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

~~1.87~~1.94 ***“Priority Tax Claim”*** means any Secured Claim or unsecured Claim of a Governmental Unit of the kind entitled to priority of payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

~~1.88~~1.95 ***“Pro Rata Share”*** means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims and Disputed Claims in that Class and other Classes entitled to share in the same recovery as such Class under the Amended Plan.

~~1.89~~1.96 ***“Professional”*** means an Entity (i) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered on or after the Petition Date and before or on the Effective Date pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code; or (ii) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

~~1.90~~1.97 ***“Professional Fee Claims”*** means all Claims for fees and expenses (including transaction and success fees) incurred by a Professional on or after the Petition Date and before or on the Effective Date to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court.

~~1.91~~1.98 ***“Professional Fee Claims Estimate”*** means the aggregate unpaid Professional Fee Claims through the Effective Date as estimated in accordance with ~~Section~~section 2.7 of the Amended Plan.

~~1.92~~1.99 ***“Professional Fee Escrow”*** means an escrow account established and funded pursuant to ~~Section~~section 2.5 of the Amended Plan.

~~1.93~~1.100 ***“Proof of Claim”*** means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

~~1.94~~1.101 ***“Proof of Interest”*** means a proof of Interest Filed against any of the Debtors in the Chapter 11 Cases.

~~1.95~~1.102 ***“Reinstate, Reinstated, or Reinstatement”*** means, with respect to Claims and Interests, the treatment provided for in section 1124(2) of the Bankruptcy Code.

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~~1.96 “REI/RTL Interests” means any Interests held by Rhodium Enterprises, Inc. in Rhodium Technologies.~~

~~1.97~~1.103 **“Related Parties”** means with respect to a Person, that Person’s current and former Affiliates, and such Person’s and its current and former Affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person’s respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

~~1.98~~1.104 **“Released Parties”** means, collectively: (i) the Debtors; (ii) the ~~Reorganized~~Wind Down Debtors; (iii) the co-Chief Restructuring Officers of the Debtors; (iv) the present and former directors, officers, and management of the Debtors other than the Founders; (v) solely with respect to conduct after the Petition Date, the Founders, (vi) the Creditors’ Committee; (vii) the present and former members of the Creditors’ Committee, solely in their capacities as such; (viii) the Independent Directors and the Independent Directors’ agents and advisors; (ix) the Debtors’ and Reorganized Debtors’ the Wind Down Debtors’s advisors, including, without limitation, all Debtors’ Professionals; and (x) with respect to each of the foregoing Persons in clauses (iii) through (ix), all Related Parties; provided, however, that if the D&O Insurance Settlement is approved on or before the Effective Date and is funded within 15 days of approval, then the Released Parties shall also include all Related Parties of the Debtors, including, without limitation, (x) Imperium, (y) Imperium’s members, and (z) the Founders, in each case as directors, officers, members, shareholders, or agents of Imperium or any of the Debtors or the Debtors’ Affiliates, or in their individual capacities.

~~1.99~~1.105 **“Releasing Parties”** means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the ~~Reorganized~~Wind Down Debtors; (iii) ~~with respect to each of the foregoing Persons in clauses (i) through (ii), all~~all of the Debtors’ Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Amended Plan; (vi) 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; (vii) 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 (viii) 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.

~~1.100 “Reorganized Debtor” means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date.~~

1.106 “Remaining Assets” means all real and personal property of the Debtors held as of the Effective Date, other than (a) Cash, (b) Causes of Action, and (c) the D&O Policies.

~~1.101~~1.107 **“Restructuring Transactions”** means one or more transactions to occur on or prior to the Effective Date or as soon as reasonably practicable thereafter, 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: (i) the execution and delivery of any appropriate agreements or

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other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Amended Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Persons may agree, including the documents comprising the Plan Supplement; (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 and having other terms for which the applicable Persons agree; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, amalgamation, consolidation, conversion, or dissolution pursuant to applicable state law; (iv) such other transactions that are required to effectuate the Amended Plan in the most tax efficient manner for the Debtors ~~and Reorganized~~ or the Wind Down Debtors, including any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; (v) ~~the issuance of securities, all of which shall be authorized and approved in all respects, in each case, without further action being required under applicable law, regulation, order or rule;~~ (vi) any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations necessary or appropriate to simplify or otherwise optimize the Debtors' organizational structure; ~~(vii)~~ if applicable, the execution and delivery of the Litigation Trust Agreement and the creation of the Rhodium Litigation Trust; and ~~(viii)~~ vii all other actions that the applicable Persons determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

~~1.102~~ 1.108 ***"Restructuring Transactions Exhibit"*** means a memorandum setting forth the transactions that are required to effectuate the Restructuring Transactions contemplated by the Amended Plan, which will be included in the Plan Supplement.

~~1.103~~ ***"Rhodium Technologies"*** means Rhodium Technologies LLC.

~~1.104~~ 1.109 ***"Rhodium 2.0 Secured Notes"*** means the secured notes issued by Debtor Rhodium 2.0 LLC.

1.110 ***"Rhodium 2.0 Secured Notes Claim"*** means any Claim arising under or related to the Rhodium 2.0 Secured Notes.

1.111 ***"Rhodium D&O Proceeds"*** means (i) if the D&O Insurance Settlement is approved on or before the Effective Date and funded no later than fifteen (15) days after approval, the proceeds of such settlement, or (ii) if the D&O Insurance Settlement is not approved on or before the Effective Date and funded no later than fifteen (15) days after approval, recoveries from the Rhodium Litigation Trust.

1.112 ***"Rhodium D&O Claims"*** means any 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.

~~1.105~~ 1.113 ***"Rhodium Encore Secured Notes"*** means the secured notes issued by Debtor Rhodium Encore LLC.

1.114 ***"Rhodium Encore Secured Notes Claim"*** means any Claim arising under or related to the Rhodium Encore Secured Notes.

1.115 ***"Rhodium Enterprises"*** means Rhodium Enterprises, Inc.

1.116 ***"Rhodium Enterprises Class A Interests"*** means all Class A Common Stock in Rhodium Enterprises, Inc.

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~~1.106~~1.117 “**Rhodium Litigation Trust**” means the trust to be created, if necessary, pursuant to the Article V of this Amended Plan and in accordance with the terms of the Litigation Trust Agreement.

1.118 “Rhodium Litigation Trust Committee” means a committee comprised of one (1) representative each selected by the Holders of Claims and Interests in Classes 8a, 8b (if Class 8b votes as a Class to accept the Amended Plan), and 9b, the purpose of which shall be to manage the Rhodium Litigation Trust.

1.119 “Rhodium Technologies” means Rhodium Technologies LLC.

1.120 “Rhodium Technologies Interests” means Interests in Rhodium Technologies.

~~1.107~~1.121 “**Rhodium Technologies Secured Notes**” means the secured notes issued by Debtor Rhodium Technologies that are secured by certain property of Rhodium 30 MW LLC, as set forth in the security agreements related to the Rhodium Technologies Secured Notes.

~~1.108 “Rhodium 2.0 Secured Notes Claims” means any Claim arising under or related to the Rhodium 2.0 Secured Notes.~~

~~1.109 “Rhodium Encore Secured Notes Claims” means any Claim arising under or related to the Rhodium Encore Secured Notes.~~

~~1.110~~1.122 “**Rhodium Technologies Secured Notes Claims**” means any Claim arising under or related to the Rhodium Technologies Secured Notes.

~~1.111~~1.123 “**Rollup**” means the corporate reorganization consummated by the Debtors on June 30, 2021.

~~1.112~~1.124 “**SAFE Agreement(s)**” means Simple Agreements for Future Equity between Debtor Rhodium Enterprises, Inc., on the one hand, and certain investors, on the other hand, issuing rights to receive shares of Rhodium Enterprises, Inc. ~~LLC~~ Class A common stock as set forth in the SAFE Agreement.

~~1.113~~1.125 “**SAFE Holder**” means any counterparty to a SAFE Agreement.

~~1.114~~1.126 “**SAFE Claim**” means any Claim arising under or related to a SAFE held by a Person that is a party to any SAFE Agreement.

~~1.115 “SAFE Interest” means any Interest arising under or related to a SAFE held by a SAFE Holder.~~

~~1.116~~1.127 “**Schedule of Assumed Contracts**” means the schedule of Executory Contracts and Unexpired Leases to be assumed by the Debtors pursuant to the Amended Plan, which is to be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

~~1.117~~1.128 “**Schedule of Rejected Contracts**” means the schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the Amended Plan, if any, which is to be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

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~~1.118~~1.129 ***“Schedule of Retained Causes of Action”*** means the schedule of Causes of Action to be retained by the ~~Reorganized Debtors~~Rhodium Litigation Trust, which will be included in the Plan Supplement.

~~1.119~~1.130 ***“Schedules”*** means any schedules of Assets and liabilities, schedules of Executory Contracts and Unexpired Leases, the Schedule of Retained Causes of Action, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, as the same may have been amended, modified, or supplemented from time to time.

~~1.120~~1.131 ***“Section 510(b) Claims”***² means any Claim 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.~~

~~1.121~~1.132 ***“Secured Claim”*** means a Claim (i) secured by a Lien on Collateral to the extent of the value of such Collateral as (a) set forth in the Amended Plan, (b) agreed to by the Holder of such Claim and the Debtors, or (c) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code exceeds the value of the Claim, or (ii) secured by the amount of any right of setoff of the Holder thereof in accordance with section 553 of the Bankruptcy Code.

~~1.122 “Securities Act” means the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder.~~

~~1.123~~1.133 ***“Security”*** means any Security, as such term is defined in section 101(49) of the Bankruptcy Code.

1.134 “Settling Common Interest” shall mean any Class A Common Stock in Rhodium Enterprises, Inc. held by an Entity that is a party to the Plan Support Agreement.

~~1.124 “Settled Equity Split” means an agreed allocation of the Equity Reserve, the terms of which may be contained in one or more restructuring support agreement(s), settlement(s) to be approved by the Bankruptcy Court pursuant to Federal Rule of Bankruptcy Procedure 9019, or otherwise.~~

~~1.125 “Settled Equity Split Scenario” means a scenario in which, prior to the Confirmation Date, all, or a portion, of Holders of Interests in the Company agree (whether such agreement is memorialized in writing or otherwise) to vote in favor of a Plan incorporating the Settled Equity Split, and such contingent of Interest Holders is sufficient to allow for Confirmation of such Plan in accordance with the requirements of the Bankruptcy Code.~~

~~1.126~~1.135 ***“Severance Period”*** shall be a maximum period of 12 months.

~~1.127~~1.136 ***“SIR”*** means self-insured retention or similar deductible.

~~1.128~~1.137 ***“Solicitation Materials”*** means materials used in connection with the solicitation of votes on the Amended Plan, including the Amended Disclosure Statement, the Amended Disclosure

² 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 Debtor, 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.

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Statement Approval Order, and any procedures established by the Bankruptcy Court with respect to solicitation of votes on the Amended Plan.

~~1.129~~1.138 **“Special Committee”** means the Special Committee of the Board of Directors of Rhodium Enterprises, Inc., which is comprised of the Independent Directors.

~~1.130~~1.139 **“Transaction”** has the meaning as set forth in the Whinstone Settlement Approval Order.

~~1.131~~ **“Transcend Parties”** means ~~[the GR Fairbairn Family Trust, Grant Fairbairn Revocable Trust, NC Fairbairn Family Trust, the Nina Claire Fairbairn Revocable Trust, Transcend Partners Legend Fund LLC, Valley High LP, NCF Eagle Trust, GRF Tiger Trust].~~

1.140 “Transcend Contributed Claims” means any claims or Causes of Action that the Transcend Parties may have against Imperium, its members, the Founders (in their individual capacity or as a director, officer, agent, member, or manager of Imperium or of any of the Debtors or their subsidiaries), and any Person who is serving or has served, at any time, as a director or officer of any of the Debtors or their subsidiaries, in their capacity as such.

1.141 “Transcend Parties” means those parties listed on Exhibit B to the Plan Support Agreement.

1.142 “Transcend Parties Claims” means any Claim held by any of the Transcend Parties against any of the Debtors.

~~1.132~~1.143 **“Transcend Parties Interests”** means any Interest held by any of the Transcend Parties in any of the Debtors.

~~1.133~~1.144 **“Trust Assets”** means ~~(a) any Causes of Action arising under or based on sections 542, 543, 544 through 548, 550, or 553 of the Bankruptcy Code, any state law fraudulent transfer, fraudulent conveyance, or voidable transaction law, or any statute limiting or prohibiting transfers to shareholders, (b) any Cause of Action relating to fraudulent transfer, fraudulent conveyance, voidable transaction, illegal dividend, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, alter ego, or unjust enrichment, (c) Non-Released D&O Claims~~all Rhodium D&O Claims and Transcend Contributed Claims provided the D&O Insurance Settlement is not approved on or before the Effective Date or is not funded within 15 days of approval.

~~1.134~~1.145 **“Trust Beneficiaries”** means ~~(i) in an Interpleader Scenario, all named defendants in the Interpleader Proceeding, or (ii) in a Settled Equity Split Scenario, such Persons or Entities as may be agreed upon pursuant to the terms of the Settled Equity Split.~~the Holders of (i) Allowed SAFE Claims in Class 8b (solely to the extent the Holders of Claims in Class 8b vote as a Class to accept the Amended Plan) and (ii) Allowed Rhodium Enterprises Class A Interests in Class 9b.

~~1.135~~1.146 **“Trust Cause of Action”** means a Cause of Action that is a Trust Asset.

~~1.136~~1.147 **“U.S. Trustee”** means the United States Trustee for Region 7.

1.148 “Unexercised Warrants” has the meaning given to such term in section 5.10 of the Amended Plan.

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1.149 “Unexercised Warrants Claims” has the meaning given to such term in section 5.10 of the Amended Plan.

~~1.137~~1.150 “**Unexpired Lease**” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

~~1.138~~1.151 “**Unimpaired**” means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of section 1124 of the Bankruptcy Code.

~~1.139~~1.152 “**Voting Deadline**” means the date and time as may be set by the Bankruptcy Court pursuant to the Solicitation Materials for the Holders of Claims and Interests to vote to accept or reject the Amended Plan.

1.153 “Warrant Dispute” means the dispute among the Debtors, the Transcend Parties, and certain of the Consenting Stakeholders, as to the terms under which the ADI Warrants can be exercised.

~~1.140~~1.154 “**Whinstone Settlement**” means the Transaction, the terms of which were approved by the Bankruptcy Court pursuant to the Whinstone Settlement Approval Order.

~~1.141~~1.155 “**Whinstone Settlement Approval Order**” means the 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 (Docket No. 921).

1.156 “Wind Down Debtors” shall mean a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on or after the Effective Date.

~~1.142~~1.157 “**Workers’ Compensation Programs**” has the meaning as set forth in the Final Order (I) Authorizing Debtors to (A) Continue Insurance Programs, and (B) Pay Certain Obligations with Respect Thereto; and (II) Granting Related Relief (Docket No. 75).

B. Interpretation; Application of Definitions and Rules of Construction.

For purposes herein: (i) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) except as otherwise provided herein, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (iii) except as otherwise provided, any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, restated, supplemented, or otherwise modified in accordance with the Amended Plan and/or the Confirmation Order, as applicable; (iv) unless otherwise specified herein, all references herein to “Articles” are references to Articles of the Amended Plan; (v) unless otherwise stated herein, the words “herein,” “hereof,” and “hereto” refer to the Amended Plan in its entirety rather than to a particular portion of the Amended Plan; (vi) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (vii) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (viii) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to the Amended Plan; (ix) any term used in

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capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (x) any docket number references in the Amended Plan shall refer to the docket number of any document Filed with the Bankruptcy Court in the Chapter 11 Cases; (xi) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (xii) except as otherwise provided herein, any reference to a document or agreement that is to be issued or entered into that is dependent on an election to be made pursuant to the Amended Plan or an event occurring shall be deemed to be followed by the words “if applicable”; (xiii) any immaterial effectuating provisions may be interpreted by the Debtors, ~~or,~~ after the Effective Date, the ~~Reorganized~~ Wind Down Debtors and/or the Liquidating Trustee, in such a manner that is consistent with the overall purpose and intent of the Amended Plan all without further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity; ~~provided,~~ that any effectuating provision that has an economic impact will not be considered “immaterial”; and (xiv) except as otherwise provided, any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter. To the extent that the treatment, allowance, or disallowance of any Claim herein is interpreted as a claim objection, the Amended Plan shall be deemed a Claim objection to such Claim.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Amended Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next Business Day but shall be deemed to have been completed as of the required date.

D. Reference to Monetary Figures.

All references in the Amended Plan to monetary figures shall refer to the legal tender of the United States of America, unless otherwise expressly provided.

~~E. Reference to the Debtors or the Reorganized Debtors~~

~~Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.~~

~~F.~~ E. Controlling Document.

In the event of an inconsistency between the Amended Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or the Confirmation Order). In the event of an inconsistency between the Amended Plan and any other instrument or document created or executed pursuant to the Amended Plan, or between the Amended Plan and the Amended Disclosure Statement, the Amended Plan shall control. The provisions of the Amended Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; ~~provided,~~ that, if there is determined to be any inconsistency between any Amended Plan provision and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern and any such provision of the Confirmation Order shall be deemed a modification of the Amended Plan.

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ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, PROFESSIONAL FEE CLAIMS, AND PRIORITY TAX CLAIMS.

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims (including Professional Fee Claims, Priority Tax Claims, and post-petition Intercompany Claims) have not been classified and, thus, are excluded from the classification of Claims and Interests set forth in Article III.

2.1. *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.

2.2. *Professional Fee Claims.*

(a) 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.

(b) The ~~Reorganized~~Wind Down Debtors, and 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.

2.3. *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, the Wind Down Debtors, or the ~~Reorganized Debtors~~Liquidating Trustee, 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 ~~(, or the Liquidating Trustee, 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, and/or the Liquidating Trustee, as

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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.

2.4. ***Professional Fee Escrow.***

(a) As soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow with Cash equal to the Professional Fee Claims Estimate, and no Liens, Claims, or interests shall encumber the Professional Fee Escrow in any way. The Professional Fee Escrow (including funds held in the Professional Fee Escrow) (i) shall not be and shall not be deemed property of the Debtors, the Debtors' Estates, or the ~~Reorganized~~Wind Down Debtors, and (ii) shall be held in trust for the Professionals; ***provided that*** funds remaining in the Professional Fee Escrow after all Allowed Professional Fee Claims have been irrevocably paid in full shall revert to the ~~Reorganized~~Wind Down Debtors. Allowed Professional Fee Claims shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow when such Claims are Allowed by an order of the Bankruptcy Court; ***provided that*** the Debtors' obligations with respect to Professional Fee Claims shall not be limited nor deemed to be limited in any way to the balance of funds held in the Professional Fee Escrow, but subject to any order of the Bankruptcy Court capping the amount of any such fees.

(b) If the amount of funds in the Professional Fee Escrow is insufficient to fund payment in full of all Allowed Professional Fee Claims and any other Allowed amounts owed to Professionals, the deficiency shall be promptly funded to the Professional Fee Escrow from the Debtors' Estates without any further action or order of the Bankruptcy Court, subject to any order of the Bankruptcy Court capping the amount of any such fees.

(c) Any objections to Professional Fee Claims shall be served and Filed no later than twenty-one (21) days after Filing of the final applications for compensation or reimbursement.

2.5. ***Professional Fee Claims Estimate.***

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 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 shall estimate in good faith the unpaid and unbilled fees and expenses of such Professional.

2.6. ***Post-Effective Date Fees and Expenses.***

(a) Except as otherwise specifically provided in the Amended Plan, on and after the Effective Date, the Debtors, the Wind Down Debtors, or the ~~Reorganized Debtors~~Liquidating Trustee, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash all reasonable legal, professional, or other fees and expenses related to implementation of the Amended Plan incurred by the Debtors ~~or~~ the ReorganizedWind Down Debtors, or the Liquidating Trustee, as applicable.

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(b) Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention for services rendered after such date shall terminate, and the Wind Down Debtors or the ~~Reorganized Debtors, as applicable,~~ Liquidating Trustee may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1. *Classification in General.*

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Amended Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; ***provided that*** a Claim or Interest is placed in a particular Class for the purpose of receiving Amended Plan Distributions only to the extent that such Claim or Interest is an Allowed Claim or Existing Common Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Claims shall be treated as set forth ~~in Section 3.6~~ below.

3.2. *Summary of Classification of Claims and Interests.*

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which of those Classes are (a) Impaired or Unimpaired by the Amended Plan, (b) entitled to vote to accept or reject the Amended Plan in accordance with section 1126 of the Bankruptcy Code, and (c) presumed to accept or deemed to reject the Amended Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each Debtor.

Classes	Designation	Treatment	Entitled to Vote
1	Rhodium 2.0 Secured Notes Claims	Unimpaired	No (Presumed to Accept)
2	Rhodium Encore Secured Notes Claims	Unimpaired	No (Presumed to Accept)
3	Rhodium Technologies Secured Notes Claims	Unimpaired	No (Presumed to Accept)
4	Priority Non-Tax Claims	Unimpaired	No (Presumed to Accept)
5a	Guaranteed Unsecured Claims	Unimpaired	No (Presumed to Accept)
5b	General Unsecured Claims	Unimpaired	No (Presumed to Accept)
6	Intercompany Claims	Unimpaired	No (Presumed to Accept)
7	Late Filed Claims	Unimpaired	No (Presumed to Accept)
8	Section 510(b) Claims	Unimpaired	No (Presumed to Accept)
9a8a	Existing Common Interests <u>Transcend</u>	Unimpaired	<u>Settled Equity Split</u>

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	<u>Parties Claims</u>	d /Impaired	Scenario Yes (Entitled to Vote); Interpleader Scenario No (Presumed to Accept)
9b8b	Transcend Parties Interests <u>SAFE Claims</u>	Unimpaired d /Impaired	Settled Equity Split Scenario Yes (Entitled to Vote); Interpleader Scenario No (Presumed to Accept)
9e8c	LTIP Interests <u>Claims</u>	Unimpaired d /Impaired	Settled Equity Split Scenario Yes (Entitled to Vote); Interpleader Scenario No (Presumed to Accept)
9d9a	SAFE <u>Rhodium Technologies</u> Interests	Unimpaired d /Impaired	Settled Equity Split Scenario Yes (Entitled to Vote); Interpleader Scenario No (Presumed to Accept)
9e9b	Imperium <u>Rhodium Enterprises Class A</u> Interests	Unimpaired d / Impaired	Settled Equity Split Scenario Yes (Entitled to Vote); Interpleader Scenario No (Presumed to Accept)
9f9c	<u>Imperium</u> REI/ RTL Interests	Unimpaired d /Impaired	Settled Equity Split Scenario Yes (Entitled to Vote) Interpleader Scenario No (Presumed to Accept) <u>No</u>
10	Intercompany Interests	Impaired	No (Deemed to Reject)

3.3. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Amended Plan, nothing under the Amended Plan shall affect, diminish, or impair the rights of the Debtors ~~or~~ the Reorganized Wind Down Debtors, ~~as applicable, or the Liquidating Trustee~~ in respect of any Unimpaired Claims or Reinstated Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims or Reinstated Claims; and, except as otherwise specifically provided in the Amended Plan, nothing herein shall be deemed to be a waiver or relinquishment of any Claim, Cause of Action, right of setoff, or other legal or equitable defense that the Debtors had immediately prior to the Petition Date, against or with

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respect to any Claim that is Unimpaired (including, for the avoidance of doubt, any Claim that is Reinstated) by the Amended Plan. Except as otherwise specifically provided in the Amended Plan, the ~~Reorganized~~Wind Down Debtors and the Liquidating Trustee, as applicable, shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action, rights of setoff, and other legal or equitable defenses that the Debtors had immediately prior to the Petition Date fully as if the Chapter 11 Cases had not been commenced, and all of the ~~Reorganized~~ Debtors' legal and equitable rights with respect to any Reinstated Claim or Claim that is Unimpaired by this Amended Plan may be asserted by the Wind Down Debtors or the Liquidating Trustee, as applicable, after the Confirmation Date and the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

3.4. *Elimination of Vacant Classes.*

Any Class of Claims against, or Interests in, a Debtor that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Amended Plan of such Debtor for purposes of voting to accept or reject the Amended Plan, and disregarded for purposes of determining whether such Debtor's Amended Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

3.5. *No Waiver.*

Nothing contained in the Amended Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Disputed Claim.

3.6. *Voting Classes; Presumed Acceptance by Non-Voting Classes.*

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Amended Plan, the Amended Plan shall be presumed accepted by the Holders of such Claims or Interests in such Class.

3.7. *Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code.*

The Debtors shall seek Confirmation of the Amended Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Amended Plan to the extent, if any, confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including to implement a merger of two or more Debtor Entities, the assignment of Assets from one Debtor Entity to one or more Debtor Entities, and/or other transactions.

ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

4.1. *Rhodium 2.0 Secured Notes Claims (Class 1).*

(a) *Classification:* Class 1 consists of the Rhodium 2.0 Secured Notes Claims.

(b) *Treatment:* 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 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.

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Provided, that the aggregate amount of all Allowed Rhodium 2.0 Secured Notes 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.

(c) *Impairment and Voting*: Class 1 is Unimpaired, and the Holders of Rhodium 2.0 Secured Notes Claims in Class 1 are conclusively presumed to have accepted the Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Rhodium 2.0 Secured Notes 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 Rhodium 2.0 Secured Notes Claims.

4.2. ***Rhodium Encore Secured Notes Claims (Class 2).***

(a) *Classification*: Class 2 consists of Rhodium Encore Secured Notes Claims.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Rhodium Encore Secured Notes 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 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.

(c) *Impairment and Voting*: Class 2 is Unimpaired, and the Holders of Rhodium Encore Secured Notes Claims in Class 2 are conclusively presumed to have accepted the Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Rhodium Encore Secured Notes 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 Rhodium Encore Secured Notes Claims.

4.3. ***Rhodium Technologies Secured Notes Claims (Class 3).***

(a) *Classification*: Class 3 consists of Rhodium Technologies Secured Notes Claims.

(b) *Treatment*: 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 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~~Payment Orders.

(c) *Impairment and Voting*: Class 3 is Unimpaired, and the Holders of Rhodium Technologies Secured Notes Claims in Class 3 are conclusively presumed to have accepted the Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Rhodium Technologies Secured Notes 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 Rhodium Technologies Secured Notes Claims.

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4.4. **Priority Non-Tax Claims (Class 4).**

(a) *Classification:* Class 4 consists of Priority Non-Tax Claims.

(b) *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.

(c) *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.

4.5. **Guaranteed Unsecured Claims (Class 5a).**

(a) *Classification:* Class 5a consists of Guaranteed Unsecured Claims.

(b) *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, 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 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 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.

For purposes of this ~~Section~~ section 4.5, 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%.

(c) *Impairment and Voting:* 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.

4.6. **General Unsecured Claims (Class 5b).**

(a) *Classification:* Class 5b consists of General Unsecured Claims.

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(b) *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, payment in Cash in an amount equal to such Allowed General Unsecured Claim.

~~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 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 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~~. Payment Orders.

For purposes of this ~~Section~~section 4.6, 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.

(c) *Impairment and Voting*: 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 accept or reject the Amended Plan, and the votes of such Holders will not be solicited with respect to such General Unsecured Claims.

4.7. ***Intercompany Claims (Class 6).***

(a) *Classification*: Class 6 consists of Intercompany Claims.

(b) *Treatment*: Except to the extent that a Holder of an Intercompany Claim agrees to ~~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.

(c) *Impairment and Voting*: 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.

4.8. ***Late Filed Claims (Class 7).***

(a) *Classification*: Class 7 consists of Late Filed Claims.

(b) *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 this Plan for the Class of Claims into which such

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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.

(c) *Impairment and Voting:* 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 ~~Section 510(b)~~ Late Filed Claims.

4.9. ~~Section 510(b)~~ Transcend Parties Claims (Class ~~88a~~).

(a) *Classification:* Class ~~88a~~ consists of ~~Section 510(b)~~ Transcend Parties Claims.

~~(b) Treatment: 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.~~

(b) 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.

~~(c) Impairment and Voting: Class 8 is Unimpaired and such Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Section 510(b) 8a is Impaired and the Holders of Claims in Class 8a 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 Section 510(b) Claims.~~

~~4.10. Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, REI/RTL Interests (Classes 9a-f).~~

4.10. SAFE Claims (Class 8b).

(a) Classification: Class 8b consists of SAFE Claims.

(b) 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

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(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.

(c) *Impairment and Voting:* Class 8b is Impaired and the Holders of Claims in Class 8b are entitled to vote to accept or reject the Amended Plan.

4.11. *LTIP Claims (Class 8c).*

(a) *Classification:* Class 8c consists of LTIP Claims.

(b) *Treatment:* Each Holder of an Allowed 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.

(c) *Impairment and Voting:* Class 8c is Impaired and the Holders of Claims in Class 8c are entitled to vote to accept or reject the Amended Plan.

4.12. *Rhodium Technologies Interests (Class 9a).*

(a) *Classification:* ~~Classes 9a-f consist of Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, and REI/RTL~~ Class 9a consists of Rhodium Technologies Interests.

~~(b) *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 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.~~

(b) *Treatment:* As a precursor to steps (b) through (e) in Section 5.9 of this Plan and any distributions to Holders of Allowed Rhodium Technologies Interests under Section 4.12 of the 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

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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.

(c) *Impairment and Voting:* 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.

4.13. *Rhodium Enterprises Class A Interests (Class 9b).*

(a) *Classification:* Class 9b consists of Rhodium Enterprises Class A Interests.

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

- a. 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
- b. 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.

(c) *Special Provisions for Transcend Parties Interests:* Notwithstanding the treatment provisions in Section 4.13(b), 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 Dollars (\$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.

(d) *Special Provisions for Interests Held by Imperium or the Founders:* **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.**

(e) *Impairment and Voting:* 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.

4.14. *Imperium REI Interests (Class 9c).*

(a) ~~(e) *Impairment and Voting:*~~ *Classification:* Class 9c consists of Imperium REI Interests.

(b) *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).

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(c) Impairment and Voting: 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.

~~a. In an Interpleader Scenario, Classes 9a-f are Unimpaired and such Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, and REI/RTL Interests are not entitled to vote to accept or reject the Plan.~~

~~b. In a Settled Equity Split Scenario, Classes 9a-f are Impaired and such Holders of Existing Common Interests, Transcend Parties Interests, LTIP Interests, SAFE Interests, Imperium Interests, or REI/RTL Interests are entitled to vote to accept or reject the Plan.~~

4.15. ~~4.11.~~ Intercompany Interests (Class 910).

(a) Classification: Class 910 consists of Intercompany Interests.

(b) 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.~~

(c) Impairment and Voting: Class 910 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 ~~Claims~~ Interests.

ARTICLE V. MEANS FOR IMPLEMENTATION.

5.1. Compromise and Settlement of Claims, Interests, and Controversies.

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, ~~distribution~~ distributions, releases, and other benefits provided under the Amended Plan, including, for the avoidance of doubt, the Whinstone Settlement, the ~~Settled Equity Split and the Interpleader Proceeding, as~~ ADI Warrants Settlement, the D&O Insurance Settlement (if applicable), upon the Effective Date, the provisions of the Amended Plan shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies, ~~except~~ including actions that would constitute Trust Causes of Action in the event the D&O Insurance Settlement is approved on or before the Effective Date and funded within 15 days of approval, relating to the contractual, legal, and subordination

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rights that a Claim Holder or an Interest Holder may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest, ~~including pursuant to any Restructuring Transactions, the Settled Equity Split, or the Interpleader Proceeding~~. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Allowed Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise, settlement, and transactions are in the best interests of the Debtors, their Estates, and Holders of Allowed Claims and Interests, and is fair, equitable, and is within the range of reasonableness. Subject to the provisions of this Amended Plan governing distributions, all distributions made to Holders of Allowed Claims and Interests in any Class are intended to be and shall be final.

5.2. ***Rhodium Litigation Trust***

(a) 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 remaining provisions of this Section 5.2 shall not apply.

(b) ~~(a)~~ Vesting of Trust Assets in the Rhodium Litigation Trust. ~~On the Effective Date~~ Upon establishment of the Rhodium Litigation Trust in accordance with Section 5.2(a) above, 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 ~~Rhodium~~ 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.

(c) ~~(b)~~ Appointment of Litigation Trustee. ~~The Debtors will appoint a Trustee of the Rhodium Trust Committee.~~ Prior to the Confirmation Hearing, the Holders of Claims and Interests in Classes 8a, 8b (if Class 8b votes as a Class to accept the Amended Plan), and 9b shall select one representative from each of such Classes to serve as a member of the Litigation Trust ~~subject to approval of the Bankruptcy Court~~ Committee. On and after the Effective Date, the operations of the Rhodium Litigation Trust shall be the responsibility of the Litigation ~~Trustee~~ Trust Committee.

~~(e) 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 Reorganized Debtors.~~

(d) 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 this 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

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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 this section 5.2(d).

(e) ~~(d)~~ 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 this 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. 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. ~~For purposes of providing notice, the Debtors state that any party in interest that engaged in business or other transactions with the Debtors prior to the Petition Date or that received payments from the Debtors prior to the Petition Date may be subject to litigation to the extent that applicable bankruptcy or non-bankruptcy law supports such litigation.~~ 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 this Amended Plan or from the proceeds of recoveries by the Rhodium Litigation Trust.

~~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.~~ **ADDITIONALLY 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).** Holders of Claims and Interests are advised that legal rights, claims and causes of action the Debtors 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 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 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 this 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

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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, except as set forth in Section 5.2(g).

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 (~~excluding the Avoidance Actions~~) in any courts other than the Bankruptcy Court.

(f) ~~(e)~~ ***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.

(g) ***Limitation of Recovery.*** Recoveries on account of the Trust Causes of Action against Imperium, its members, and/or the Founders shall be limited to amounts covered and paid by the D&O Policies. Imperium, its members, and/or the Founders shall have no further personal liability for such claims.

5.3. Interpleader Proceeding

In an Interpleader Scenario:

~~(a) Maintenance of the Equity Reserve by the Bankruptcy Court. In connection with the Interpleader Proceeding, the Equity Reserve shall be deposited with the Bankruptcy Court and the Bankruptcy Court shall maintain the Equity Reserve pending resolution of the Interpleader Proceeding. From and after the deposit of the Equity Reserve with the Bankruptcy Court, the Debtors or Reorganized Debtors, as applicable, shall have no obligations in connection with the Equity Reserve.~~

~~(b) Fees and Costs. All parties to the Interpleader Proceeding shall bear sole responsibility for their own incurred costs and expenses in connection therewith, including attorneys' fees or any other~~

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professionals' fees, and in no event shall ~~the Debtors or the Reorganized Debtors~~, as applicable, be liable to any party for any costs incurred in connection with the Interpleader Proceeding.

~~(c) Incorporation into the Plan. The Interpleader Proceeding, and any resolution thereof, is hereby incorporated in this Plan, and Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all Claims, Interests, and controversies related to ownership of the Equity Reserve, as well as a finding by the Bankruptcy Court that such compromise, settlement, and transactions are in the best interests of the Debtors, their Estates, and Holders of Interests, and is fair, equitable, and is within the range of reasonableness. Subject to the provisions of this Plan governing distributions, all distributions made to Holders of Allowed Claims and Interests in any Class are intended to be and shall be final.~~

~~(d) No Further Action. Upon acceptance of the Interpleader Proceeding, no Debtor or Reorganized Debtor, nor any of its Affiliates, shall be obligated to take any action in connection therewith or in connection with the Equity Reserve or distribution thereof. All distributions made in accordance with the resolution of the Interpleader Proceeding shall be deemed approved by entry of the Confirmation Order without any further action by the Bankruptcy Court or any other Party.~~

~~(e) Distributions. Distributions of the Equity Reserve shall be made to Persons or Entities party pursuant to the Interpleader Proceeding in accordance with the resolution of the Interpleader Proceeding.~~

5.3. ~~5.4. Continued Corporate Existence;~~ Effectuating Documents; Corporate Action; Restructuring Transactions.

~~(a) Except as otherwise provided in the Plan or the Plan Documents, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors as they existed before the Petition Date, in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the respective certificate of incorporation or bylaws (or other analogous formation documents) in effect before the Effective Date, as applicable, except to the extent such certificate of incorporation or bylaws (or other analogous formation, constituent, or governance documents) are amended by the Plan or otherwise, and to the extent any such document is amended, such document is deemed to be amended pursuant to the Plan and requires no further action or approval (other than any requisite filings required under applicable state or federal law).~~

(a) The Debtors, the Transcend Parties, and the Holders of Settling Common Interests shall determine prior to the Effective Date how the Wind Down Debtors shall be administered and whether a liquidating trust shall be established. The Debtors, the Transcend Parties, and the Holders of Settling Common Interests shall further be authorized to determine all matters relating to the governance and operation of the Wind Down Debtors and/or any liquidating trust in accordance with the terms of this Amended Plan.

(b) The Debtors, the Transcend Parties, and the Holders of Settling Common Interests shall seek to undertake the management of the Wind Down Debtors and any liquidating trust, as well as any Restructuring Transactions, in as tax-efficient a manner as possible.

(c) ~~(b)~~ Notwithstanding anything herein to the contrary, on or about the Effective Date, or as soon as reasonably practicable thereafter, the Debtors, the Wind Down Debtors, or the ~~Reorganized Debtors~~ Liquidating Trustee, as applicable, shall take all actions set forth in and contemplated by the Restructuring Transactions Exhibit, and enter into any transaction and may take all actions as may be

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necessary or appropriate to effectuate the transactions described in, approved by, contemplated by, or necessary or appropriate to effectuate the Amended Plan, including the Restructuring Transactions.

(d) ~~(e)~~ Upon the Effective Date, all actions contemplated by the Amended Plan shall be deemed authorized and approved in all respects, including (i) ~~the any~~ assumption of Executory Contracts and Unexpired Leases as provided herein, (ii) ~~the selection of the managers, directors, or officers for the Reorganized Debtors,~~ (iii) execution of the Litigation Trust Agreement (if applicable), and ~~(iviii)~~ all other actions contemplated by the Amended Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof.

(e) ~~(d)~~ The Confirmation Order shall and shall be deemed to, pursuant to sections 363, 1123, and 1142 of the Bankruptcy Code, authorize and direct parties, as applicable, among other things, to take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to, effectuate the Amended Plan, including the Restructuring Transactions.

(f) ~~(e)~~ Each officer, member of the board of directors, or manager of the Debtors is (and ~~each officer, member of the board of directors, or manager of the Reorganized~~ the Wind Down Debtors and the Liquidating Trustee, as applicable, shall be) authorized and directed to issue, execute, deliver, file, or record such contracts, securities, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the ~~Plan and the securities issued pursuant to the~~ Amended Plan in the name of and on behalf of the ~~Reorganized Debtors~~ (or the Wind Down Debtors or the Liquidating Trust, as applicable), all of which shall be authorized and approved in all respects, in each case, without the need for any approvals, authorization, consents, or any further action required under applicable law, regulation, order, or rule (including, without limitation, any action by the ~~stockholders~~ equity holders or directors or managers of the Debtors ~~or the Reorganized Debtors~~) except for those expressly required pursuant to the Amended Plan.

(g) ~~(f)~~ All matters provided for in the Amended Plan involving the corporate or limited liability company structure of the Debtors ~~or the Reorganized Debtors,~~ and any corporate or limited liability company action required by the Debtors ~~or the Reorganized Debtors~~ in connection with the Amended Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors ~~or the Reorganized Debtors~~ ~~or~~ by any other stakeholder, and with like effect as though such action had been taken unanimously by the ~~stockholders~~ equity holders, directors, managers, or officers, as applicable, of the Debtors ~~or Reorganized Debtors~~.

5.4. ~~5.5.~~ Exemption from Securities Laws.

~~(a)~~ The Debtors need not provide any further evidence other than the Amended Plan or the Confirmation Order with respect to the ~~treatment of the securities to be issued under the Plan under applicable securities laws or the~~ validity of any ~~other~~ transaction contemplated by the Amended Plan or the Confirmation Order. Notwithstanding anything to the contrary in the Amended Plan or otherwise, no Person or Entity may require from the Debtors ~~or Reorganized,~~ the Wind Down Debtors, or the Liquidating Trustee a legal opinion regarding the validity of any transaction contemplated by the Amended Plan.

5.5. ~~5.6.~~ Cancellation of Liens and Debt Instruments.

(a) Except as otherwise specifically provided herein, including ~~Sections~~ sections 4.4 and 4.6 hereof, all notes, instruments, certificates evidencing debt of the Debtors will be cancelled and

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obligations of the Debtors thereunder will be discharged and of no further force or effect, except for the purpose of allowing the applicable Persons to receive distributions ~~from the Debtors~~ under the Amended Plan and to make any further distributions to the applicable Holders on account of their Allowed Claims and Interests.

(b) After the Effective Date, the Debtors (or the Reorganized Wind Down Debtors or the Liquidating Trustee), at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of Claims or Interests including, without limitation, UCC-3 termination statements, in accordance with the Amended Plan.

5.6. ~~5.7.~~ Officers and Boards of Directors; Management of Wind Down Debtors.

~~(a) On the Effective Date, to the extent compliant with Delaware General Corporation Law, the New Board shall consist of those individuals, which will be disclosed pursuant to a plan supplement. The composition of the boards of directors or boards of managers of each Reorganized Debtor, as applicable, shall be disclosed prior to the Confirmation Hearing in accordance with section 1129(a)(5) of the Bankruptcy Code. The chairperson of the new board shall be determined by a simple majority of the new board, without giving effect to the vote of the director selected as the new chairperson.~~

~~(b) The officers of the respective Debtors immediately before the Effective Date, as applicable, shall serve as the initial officers of each of the respective Reorganized Debtors on and after the Effective Date and in accordance with any employment agreement with the Reorganized Debtors and applicable non-bankruptcy law. After the Effective Date, the selection of officers of the Reorganized Debtors shall be as provided by their respective organizational documents.~~

~~(c) Except to the extent that a member of the board of directors or a manager, as applicable, of a Debtor continues to serve as a director or manager of such Debtor on~~ Notwithstanding any other provisions of this section 5.6, the Debtors, the Transcend Parties, and the Holders of Settling Common Interests shall select the management of the Wind Down Debtors (and/or, at their election, the Liquidating Trustee) from and after the Effective Date, ~~the~~ The members of the board of directors or managers of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the ~~Reorganized~~ Debtors on or after the Effective Date and each such director or manager will be deemed to have resigned or shall otherwise cease to be a director or manager of the applicable Debtor on the Effective Date. ~~After the Effective Date, the nomination and appointment of directors to the board of directors will be in accordance with the applicable corporate governance documents.~~

5.7. ~~5.8.~~ Nonconsensual Confirmation.

The Debtors intend to have the Bankruptcy Court confirm the Amended Plan under section 1129(b) of the Bankruptcy Code as to any Classes that reject or are deemed to reject the Amended Plan.

5.8. ~~5.9.~~ Closing of the Chapter 11 Cases.

After the Effective Date, the Reorganized Wind Down Debtors or the Liquidating Trustee, as applicable, shall be authorized, but not directed, to submit an order to the Bankruptcy Court under certification of counsel that is in form and substance reasonably acceptable to the U.S. Trustee and ~~the~~ Reorganized Wind Down Debtors or the Liquidating Trustee, as applicable, that closes and issues a final decree for each of the Chapter 11 Cases; *provided that* any order of the Bankruptcy Court closing the

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Chapter 11 Cases shall provide that the Chapter 11 Case of Rhodium Enterprises ~~Inc.~~ shall remain open through the pendency of any litigation commenced by the Rhodium Litigation Trust or an earlier date determined by the Rhodium Litigation Trust, and that for purposes of sections 546 and 550 of the Bankruptcy Code, the Rhodium Litigation Trust may proceed in the Chapter 11 Case as if the other cases had not been closed; ***provided further*** that the Rhodium Litigation Trust shall bear the cost of the Chapter 11 Case of Rhodium Enterprises Inc. following the entry of an order of the Bankruptcy Court closing the Chapter 11 Cases of the other Debtors.

5.9. ***Redemption of Rhodium Technologies Interests.***

(a) As a precursor to all other steps in this Section and any distributions to Holders of Allowed Rhodium Technologies Interests under Section 4.12 of the 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 to redeem Imperium's equity interest in Rhodium Technologies, which shall be in full satisfaction of the Imperium Equity Claim. As a result, the Rhodium Technologies partnership for purposes of tax treatment shall be deemed to terminate.

(b) Following completion of the distribution in Section 5.9(a) above and the termination of Imperium's equity interest in Rhodium Technologies, Debtors Jordan HPC LLC, Rhodium 10MW LLC, Rhodium 30MW LLC, Rhodium 2.0 LLC, and Rhodium Encore LLC, together with Rhodium Enterprises, shall remain in being as Wind Down Debtors. Such entities shall continue to exist as Wind Down Debtors for as long as necessary or beneficial for tax or other purposes. All other Debtors may continue as Wind Down Debtors or be merged into other Debtors or dissolved, as set forth in the Plan Supplement. In addition, following completion of the distribution in Section 5.9(a) above and the termination of Imperium's equity interest in Rhodium Technologies, each of the Wind Down Debtors shall be authorized to distribute Cash and any other assets to any other Wind Down Debtor(s) as may be necessary or beneficial to fulfill the terms of the Amended Plan in an efficient manner.

(c) Any dissolution of Rhodium Technologies shall be done in a manner that shall not affect the termination of the partnership in Section 5.9(a) or collapse together the actions taken in Section 5.9(a) with any other actions.

(d) All amounts that are or may be due to Imperium on account of Imperium's equity interest in Rhodium Technologies or any other Debtor (other than Rhodium Enterprises) in excess of \$13,160,869.72 shall be deemed to be contributed to the Debtors' distributable Cash in full satisfaction of any liability described above and any liability beyond any amounts recovered under the D&O Policies that Imperium or the Founders may have to (i) the Debtors and/or their Estates, and/or (ii) the Transcend Parties on account of the Transcend Contributed Claims.

(e) Prior to the Effective Date, the Founders and Imperium shall receive and review the draft or final Forms K-1 (or K-1 substitutes) for tax years 2024 and 2025. In exchange for the Founders and Imperium agreeing to receive complete redemption of their Rhodium Technologies Interests, the Debtors shall indemnify Imperium and its members for any tax liability they actually incur as a result of the final Schedule K-1 for 2025 issued from the Debtors to Imperium that is not otherwise reduced by losses previously allocated to Imperium, considering tax basis and gain/loss on redemption, on its historical Schedules K-1 that remain available for use by partners of Imperium. On the Effective Date, this indemnity obligation shall completely replace the Debtors' pre-existing tax indemnification obligation under Rhodium Technologies' governing documents. The good faith estimate of tax liability provided to the Founders and Imperium (whether on a Form K-1 or a substitute Form K-1) for 2024 and 2025 will be accurate within a reasonable variance from the final numbers.

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5.10. ~~**Dissolution of Certain Debtors; Consolidation of Debtors' Estates**~~ **Exercise and Settlement of Warrants and Warrant Claims.**

(a) Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Amended Plan and (i) the contribution of the Transcend Contributed Claims to the Debtors or the Rhodium Litigation Trust, as applicable, (ii) the Transcend Parties' cooperation in the pursuit, negotiation, and/or settlement of the Transcend Contributed Claims, (iii) settlement of the Unexercised Warrants Claims, and (iv) exercise of the Exercised Warrants, the ADI Warrants Settlement shall be implemented as part of this Amended Plan.

(b) On or prior to the Effective Date, the ADI Warrants shall be deemed exercised so that the total number of shares of Class A Common Stock in Rhodium Enterprises, Inc. for purposes of voting on and distributions under the Amended Plan shall be 399,999,704, including 237,913,000 shares resulting from the exercise of such warrants (the "**Exercised Warrants**").

(c) The Transcend Parties shall be entitled to vote a number of Rhodium Enterprises Class A Interests in Class 9b to accept the Amended Plan as if the Exercised Warrants had been exercised prior to the Voting Deadline.

(d) In connection with the settlement of any objections to the exercise of the Exercised Warrants, the Transcend Parties shall have transferred the number of shares of Class A Common Stock in Rhodium Enterprises received on account of the Exercised Warrants set forth on Exhibit C to the Amended Plan to the applicable parties shown on **Exhibit C**.

(e) Following the exercise of the Exercised Warrants, claims held by the Transcend Parties on account of ADI Warrants that the Transcend Parties are unable to exercise due to the cap on authorized shares at Rhodium Enterprises ("**Unexercised Warrants**"), including claims for breach of contract or similar claims ("**Unexercised Warrant Claims**") shall be settled pursuant to this Amended Plan and afforded the treatment set forth in section 4.9 of this Amended Plan.

(f) The Transcend Parties will contribute all Transcend Contributed Claims to the Debtors' Estates to be pursued, negotiated, and settled (as applicable) by the Debtors or the Rhodium Litigation Trust, as applicable; **provided, however**, that the Transcend Contributed Claims shall remain the property of the Transcend Parties until the Effective Date. The Transcend Parties shall provide any reasonable cooperation that may be required by the Debtors or the Rhodium Litigation Trust, as applicable, in connection with such contribution and the pursuit, negotiation, and/or settlement of the Transcend Contributed Claims.

5.11. **Exercise Price for Warrants.**

Any Holders of Settling Common Interests holding warrants for the purchase of Class A Common Stock in Rhodium Enterprises that wish to exercise those warrants on or prior to the Effective Date shall be required to pay the exercise price for those warrants to the Debtors in Cash prior to the Effective Date.

5.12. **D&O Insurance Settlement.**

(a) If the D&O Insurance Settlement is approved on or before the Effective Date and is funded within 15 days of approval, then the Related Parties of the Debtors, including but not limited to (i)

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Imperium, (ii) its members, and (iii) the Founders, shall be Released Parties under this Amended Plan and, as such, entitled to receive the releases set forth in sections 10.5(a) and (b) of this Amended Plan.

(b) If the D&O Insurance Settlement is reached but not approved prior to the Effective Date, then pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distribution, releases, and other benefits provided under the Amended Plan as it incorporates the D&O Insurance Settlement, the D&O Insurance Settlement is hereby approved.

(c) If the D&O Insurance Settlement is not approved on or before the Effective Date, or such settlement is not funded within 15 days of its approval, then the Rhodium Litigation Trust shall be established pursuant to section 5.2 of this Amended Plan and the Trust Assets shall be contributed thereto. Recoveries on account of the Trust Causes of Action against Imperium, its members, and/or the Founders shall be limited to amounts covered and paid by the D&O Policies. Imperium, its members, and/or the Founders shall have no further personal liability for such claims.

5.13. Consenting Stakeholders.

Any Consenting Stakeholder that votes to reject or objects to Confirmation of the Amended Plan notwithstanding its obligations under the Plan Support Agreement shall receive no benefit from the Plan Support Agreement, including all exhibits thereto. Neither the Plan Support Agreement nor any of the exhibits thereto shall confer any benefits on any Person or Entity that is not a Consenting Stakeholder that votes to reject or objects to Confirmation of the Amended Plan.

5.14. Liquidation of Remaining Assets.

On the Effective Date, all ~~of the subsidiary Debtors' assets (other than Rhodium Enterprises, Inc.) shall be merged into Rhodium Technologies, and such subsidiary Debtors shall be dissolved pursuant to this Plan and the Confirmation Order, in accordance with the terms of the Restructuring Transactions Exhibit, as the same may be amended or modified pursuant to the terms thereof. The surviving Reorganized Debtors shall be Rhodium Enterprises, Inc. and Rhodium Technologies.~~ Remaining Assets shall vest in the Wind Down Debtors or in a liquidating trust, as determined before the Effective Date by the Debtors, the Holders of Settling Common Interests, and the Transcend Parties. The Wind Down Debtors or the liquidating trust, as applicable, shall promptly liquidate all Remaining Assets following the Effective Date. The proceeds from the liquidation of the Remaining Assets shall be distributed in accordance with this Amended Plan.

5.15. Mobile Mining Unit.

Following the Effective Date, Blackmon Holdings, LLC shall be entitled to receive the Mobile Mining Unit. On the Effective Date, the Proof of Claim filed by Blackmon Holdings, LLC in the amount of \$750,000, representing the unpaid balance on the promissory note relating to the purchase of the Mobile Mining Unit, shall be Disallowed without further action by the Debtors or any other Person or Entity.

5.16. Treatment of SAFE Claims; Reclassification as Interests.

SAFE Claims shall be afforded the treatment specified in Section 4.10(b) of this 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 pursuant to section 501(b) of the Bankruptcy Code. Nothing in this

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Amended Plan is or shall be construed as an admission by the Debtors that the Holders of SAFE Claims hold Claims rather than Interests.

5.17. ~~5.11.~~ ***Notice of Effective Date.***

As soon as practicable, the Debtors shall File a notice of the occurrence of the Effective Date with the Bankruptcy Court.

ARTICLE VI. DISTRIBUTIONS.

6.1. *Distributions Generally.*

Except as otherwise provided in the Amended Plan, the Disbursing Agent shall make all applicable Plan Distributions to the appropriate Holders of Allowed Claims and Interests in accordance with the terms of the Amended Plan. The ~~Reorganized~~Wind Down Debtors or the Liquidating Trustee, as applicable, shall be authorized to cause partial distributions to be made on account of Allowed Claims and Interests before all Claims and/or Interests are Allowed.

6.2. *Distribution Record Date.*

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes in the record Holders of any Claims or Interests. The Debtors ~~or,~~ the ~~Reorganized~~Wind Down Debtors, and the Liquidating Trustee shall have no obligation to recognize any transfer of the Claims or Interests occurring on or after the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the applicable Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease as of the close of business on the Distribution Record Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

6.3. *Date of Distributions.*

Except as otherwise provided in the Amended Plan (including payments made in the ordinary course of the Debtors' business) or as paid pursuant to a prior Bankruptcy Court order, on the Effective Date or, if a Claim or Interest is not Allowed on the Effective Date, on the date that such Claim or Interest becomes Allowed, or, in each case, as soon as reasonably practicable thereafter, or as otherwise determined in accordance with the Amended Plan and Confirmation Order, including, without limitation, the treatment provisions of Article IV of the Amended Plan and ~~Section~~section 5.4 of the Amended Plan, each Holder of an Allowed Claim shall receive the full amount of the distributions that the Amended Plan provides for Allowed Claims in the applicable Class; ***provided that*** the ~~Reorganized~~Wind Down Debtors or the Liquidating Trustee, as applicable, may implement periodic distribution dates to the extent they determine them to be appropriate.

6.4. *Disbursing Agent.*

All distributions under the Amended Plan shall be made by the ~~applicable Reorganized Debtor or~~Wind Down Debtors, the Liquidating Trustee, or the applicable Disbursing Agent on or after the Effective Date or as otherwise provided herein. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties, and all reasonable fees and expenses

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incurred by such Disbursing Agent directly related to distributions hereunder shall be reimbursed by the ~~Reorganized~~Wind Down Debtors or the Liquidating Trustee, as applicable.

6.5. ***Rights and Powers of Disbursing Agent.***

(a) From and after the Effective Date, each Disbursing Agent, solely in its capacity as Disbursing Agent, shall be exculpated by all Entities, including, without limitation, Holders of Claims against and Interests in the Debtors and other parties in interest, from any and all claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Amended Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Amended Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct, fraud, malpractice, criminal conduct, or *ultra vires* acts of such Disbursing Agent. No Holder of a Claim or Interest or other party in interest shall have or pursue any claim or Cause of Action vested in a Disbursing Agent by order of the Bankruptcy Court, pursuant to the Amended Plan, or as deemed by such Disbursing Agent to be necessary and proper to implement the provisions hereof.

(b) *Powers of Disbursing Agent.* Each Disbursing Agent shall be empowered to: (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Amended Plan; (ii) make all applicable distributions or payments provided for under the Amended Plan; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers (A) as may be vested in such Disbursing Agent by order of the Bankruptcy Court (including any Final Order issued after the Effective Date) or pursuant to the Amended Plan or (B) as deemed by such Disbursing Agent to be necessary and proper to implement the provisions of the Amended Plan.

(c) *Expenses Incurred on or After the Effective Date.* Except as otherwise ordered by the Bankruptcy Court and subject to the written agreement of the ~~Reorganized~~Wind Down Debtors or the Liquidating Trustee, as applicable, the amount of any reasonable fees and expenses incurred by a Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including for reasonable attorneys' and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash by the ~~Reorganized~~Wind Down Debtors or the Liquidating Trustee in the ordinary course of business.

6.6. ***No Postpetition Interest on Claims.***

Except as otherwise specifically provided for in the Amended Plan, the Confirmation Order, or another order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

6.7. ***Delivery of Distributions.***

Subject to Bankruptcy Rule 9010, all distributions to any Holder of an Allowed Claim shall be made to a Disbursing Agent, which shall transmit such distribution to the applicable Holders of Allowed Claims as and when required by the Amended Plan at (i) the address of such Holder on the books and records of the Debtors or their agents or (ii) at the address in any written notice of address change delivered to the Debtors or the Disbursing Agent, including any addresses included on any transfers of Claim Filed pursuant to Bankruptcy Rule 3001. In the event that any distribution to any Holder is returned as undeliverable, no further distributions shall be made to such Holder unless and until such Disbursing Agent is notified in writing of such Holder's then-current address, at which time, or as soon thereafter as reasonably practicable, all currently-due, missed distributions shall be made to such Holder

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without interest. Nothing herein shall require any Disbursing Agent to attempt to locate Holders of undeliverable distributions and, if located, assist such Holders in complying with ~~Section~~section 6.19 of the Amended Plan.

6.8. *Distributions after Effective Date.*

Distributions made after the Effective Date shall, in each case, be deemed to have been made on the Effective Date.

6.9. *Unclaimed Property.*

One year from the later of (i) the Effective Date and (ii) the date that is ten (10) Business Days after the date of a distribution on an Allowed Claim or ~~Existing Common~~ Interest, all distributions payable on account of such Claims that are undeliverable or otherwise unclaimed shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the ~~Reorganized~~Wind Down Debtors or the Liquidating Trust, as applicable (or their successors or assigns), and all claims of any other Person (including the Holder of a Claim or Interest in the same Class) to such distribution shall be discharged and forever barred. The ~~Reorganized~~Wind Down Debtors, the Liquidating Trustee, and or the Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim or Interest other than by reviewing the Debtors' books and records, including the records of the Debtors' transfer agent(s), and the Bankruptcy Court's Filings.

6.10. *Time Bar to Cash Payments.*

Checks issued by a Disbursing Agent in respect of Allowed Claims or Interests shall be null and void if not negotiated within ninety (90) days after the date of first issuance thereof. Thereafter, the amount represented by such voided check shall irrevocably revert to the ~~Reorganized~~Wind Down Debtors or the Liquidating Trust, as applicable, and any Claim or Interest in respect of such voided check shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. Requests for re-issuance of any check shall be made to the applicable Disbursing Agent by the Holder of the Allowed Claim or Interest to which such check was originally issued, prior to the expiration of the ninety (90) day period.

6.11. *Manner of Payment under Amended Plan.*

Except as otherwise specifically provided in the Amended Plan, at the option of the Debtors, the Wind Down Debtors, or the ~~Reorganized Debtors~~Liquidating Trustee, as applicable, any Cash payment to be made hereunder by the Debtors ~~or Reorganized~~, the Wind Down Debtors, or the Liquidating Trustee may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

6.12. *Satisfaction of Claims and Interests.*

Except as otherwise specifically provided in the Amended Plan, any distributions and deliveries to be made on account of Allowed Claims and Interests under the Amended Plan shall be in complete and final satisfaction, release, settlement, and discharge of, and exchange for, such Allowed Claims and Interests.

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6.13. *Minimum Cash Distributions.*

A Disbursing Agent shall not be required to make any distribution of Cash less than one hundred dollars (\$100) to any Holder of an Allowed Claim or Interest; *provided, however*, that if any distribution is not made pursuant to this ~~Section~~section 6.13, such distribution shall be added to any subsequent distribution to be made on behalf of such Holder's Allowed Claim or Interest.

6.14. *Setoffs and Recoupments.*

(a) Each Debtor, ~~Reorganized Debtor, or such entity's~~ the Wind Down Debtors, or the Liquidating Trustee, or any designee ~~as instructed by such Debtor or Reorganized Debtor, may of any such entities~~, but shall not be required to, set off or recoup against any Claim or Interest, and any distribution to be made pursuant to the Amended Plan on account of such Claim or Interest, any and all claims, rights, and Causes of Action of any nature whatsoever that a Debtor, ~~Reorganized Debtor,~~ or its successors may have against the Holder of such Claim or Interest; *provided, however*, that neither the failure to do so nor the allowance of any Claim or Interest hereunder shall constitute a waiver or release by a Debtor, ~~a Reorganized Debtor,~~ or its successor of any claims, rights, or Causes of Action that a Debtor, ~~Reorganized Debtor,~~ or its successor or assign (including the Wind Down Debtors and/or the Liquidating Trustee) may possess against the Holder of such Claim or Interest.

(b) In no event shall any Holder of ~~Claims a~~ Claim or Interest be entitled to set off any such Claim or Interest against any claim, right, or Cause of Action of the Debtor (~~or Reorganized Debtor~~ the Wind Down Debtors or the Liquidating Trustee), unless (i) the Debtors, the Wind Down Debtors, or the ~~Reorganized Debtors~~ Liquidating Trustee, as applicable, have consented or (ii) such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and which was ultimately granted by the Bankruptcy Court, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise. Notwithstanding the foregoing, this paragraph does not create any new rights to setoff or recoupment that did not exist under any applicable law or agreement in existence prior to the Effective Date.

6.15. *Allocation of Distributions between Principal and Interest.*

Except as otherwise provided in the Amended Plan and subject to ~~Section~~section 6.7 of the Amended Plan or as otherwise required by law (as reasonably determined by the ~~Reorganized~~ Wind Down Debtors or the Liquidating Trustee, as applicable), distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for United States federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any, including accrued but unpaid interest.

6.16. *No Distribution in Excess of Amount of Allowed Claim.*

Notwithstanding anything in the Amended Plan to the contrary, no Holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim (plus any postpetition interest on such Claim solely to the extent permitted by the Amended Plan).

6.17. *Calculation of Distributable Cash.*

(a) The amount of the Debtors' distributable Cash shall be the amount of Cash held at Rhodium Enterprises on the Effective Date after the satisfaction of or setting aside of an appropriate

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reserve for (i) all unclassified Claims; (ii) all Claims in Classes 1-7; (iii) all Administrative Expense Claims; (iv) all Professional Fee Claims (including establishment of the Professional Fee Escrow); (v) all statutory fees payable to the U.S. Trustee as set forth in section 12.1 of this Amended Plan; (vi) all wind-down expenses of the Debtors' Estates (as reasonably acceptable to the Transcend Parties and the Holders of Settling Common Interests); (vii) the amount of Cash allocated by the Litigation Trust Committee to fund the Rhodium Litigation Trust (if applicable); and (viii) the distribution of \$13,160,869.72 from Rhodium Technologies to Imperium to redeem Imperium's equity Interests in Rhodium Technologies described in section 5.9(a) of this Amended Plan.

(b) All Rhodium D&O Proceeds and all proceeds from the disposition of all Remaining Assets shall not be included in the calculation of the Debtors' distributable Cash.

(c) Releases of unpaid amounts from any reserves established for any Claims or other amounts pursuant to section 6.17(a) shall not be included in the Debtors' distributable Cash and shall be included in the Debtors' Remaining Assets.

6.18. Special Provisions Relating to Proofs of Claim Filed by Imperium and the Founders.

(a) In addition to the treatment of Allowed Rhodium Technologies Interests set forth in Section 4.12 of the Amended Plan, the following Proofs of Claim filed by Imperium and certain of the Founders shall be Allowed under this Amended Plan and receive the treatment for such Claims specified in Article IV of this Amended Plan:

- a. Proof of Claim No. 210, asserted by Cameron Blackmon in the amount of \$128,333.34 against Rhodium Technologies;
- b. Proof of Claim No. 209, asserted by Nathan Nichols in the amount of \$128,913.47 against Rhodium Technologies;
- c. Proof of Claim No. 208, asserted by Chase Blackmon in the amount of \$128,913.47 against Rhodium Technologies; and
- d. Proof of Claim No. 213, asserted by Imperium in the amount of \$1,452,970 against Rhodium Technologies.

(b) Nothing in this Amended Plan shall be deemed to be a waiver of any rights of the Founders to seek indemnification of legal fees and expenses under the D&O Policies.

(c) Nothing in this Amended Plan shall permit Imperium or any of the Founders to receive more than one recovery on account of any of the Claims listed in this section 6.18, or to receive recovery from more than one Debtor on any such Claims. Duplicative Claims submitted by the Founders shall be deemed Disallowed without the need for further action by the Debtors, the Wind Down Debtors, or any other Person or Entity.

(d) For the avoidance of doubt, Proofs of Claim asserted by the Kirk A. Blackmon 2013 Family Trust, any of the Nacol Irrevocable Trusts, and the Solo Sessions, LLC Profit Sharing Plan shall be unaffected by the provisions of this Section 6.18 and shall be treated in accordance with the classification and treatment provisions of this Amended Plan.

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6.19. ~~6.17.~~ ***Withholding and Reporting Requirements.***

(a) ***Withholding Rights.*** In connection with the Amended Plan, any Person issuing any instrument or making any distribution described in the Amended Plan (or any other related agreement) or payment in connection therewith shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local or non-U.S. taxing authority, and, notwithstanding any provision in the Amended Plan to the contrary, any such Person shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of any distribution or payment to be made under or in connection with the Amended Plan (or any other related agreement) to generate sufficient funds to pay applicable withholding taxes, using its own funds to pay any applicable withholding taxes and retaining a portion of the applicable distribution, withholding distributions pending receipt of information necessary or appropriate to facilitate such distributions or establishing any other mechanisms it believes are reasonable and appropriate. Any amounts withheld shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Amended Plan. Notwithstanding the foregoing, each Holder of an Allowed Claim or Interest or any other Person that receives a distribution pursuant to the Amended Plan or payment in connection therewith shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including, without limitation, income, withholding, and other taxes, on account of such distribution. Any party issuing any instrument or making any distribution pursuant to the Amended Plan has the right, but not the obligation, to not make a distribution until such Holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. The ~~Reorganized~~ Debtors, the Wind Down Debtors, and the Liquidating Trustee reserve the right to allocate all distributions made under the Amended Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

(b) ***Forms.*** Any party entitled to receive any property as an issuance or distribution under the Amended Plan shall, upon request, deliver to the applicable Disbursing Agent or such other Person designated by the ~~Reorganized~~ Wind Down Debtors or the Liquidating Trustee, as applicable (which Person shall subsequently deliver to the applicable Disbursing Agent any applicable Internal Revenue Service ("IRS") Form W-8 or Form W-9 received) an appropriate IRS Form W-9 or an appropriate IRS Form W-8 and any other forms or documents reasonably requested by ~~any Reorganized Debtor~~ the Wind Down Debtors or the Liquidating Trustee to reduce or eliminate any withholding required by any federal, state, or local taxing authority. If such request is made ~~by the Reorganized Debtors~~, the Disbursing Agent, or such other Person designated by the ~~Reorganized~~ Debtors, the Wind Down Debtors, the Liquidating Trustee, or a Disbursing Agent, and such party fails to comply before the date that is 180 days after the request is made, the amount of such distribution shall irrevocably revert to the Wind Down Debtors or the Liquidating Trustee, as applicable ~~Reorganized Debtor~~, and any Claim or Interest in respect of such distribution shall be discharged and forever barred from assertion against ~~such Reorganized Debtor or its~~ the Wind Down Debtors or the Liquidating Trust, or their respective ~~property~~ properties.

ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS AND INTERESTS.

7.1. *Disputed Claims and Interests Generally.*

Except as expressly provided in the Amended Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Interest unless and until such Claim or Interest is deemed Allowed pursuant to the Amended Plan or Final Order, including the Confirmation Order (when it becomes a Final Order), Allowing such Claim or Interest. Except insofar as a Claim or Interest is Allowed under the Amended Plan or was Allowed prior to the Effective Date, the Wind Down Debtors ~~or Reorganized Debtors~~ and/or the Liquidating Trustee, as applicable, shall have and retain any and all rights and defenses such Debtor

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has with respect to any Disputed Claim or Interest. Any objections to Claims or Interests shall be served and Filed on or before the Claim/Interest Objection Deadline. All Disputed Claims or Interests not objected to by the end of such period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

7.2. ***Objections to Claims and Interests.***

Except insofar as a Claim or Interest is Allowed under the Amended Plan, the Debtors ~~or Reorganized~~ (and, after the Effective Date, the Wind Down Debtors and the Liquidating Trustee, as applicable~~);~~ shall be entitled to object to Claims and Interests. Except as otherwise expressly provided in the Amended Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date~~;~~ the ~~Reorganized~~ Wind Down Debtors and the Liquidating Trustee shall have the authority to (i) file, withdraw, or litigate to judgment objections to Claims and Interests, (ii) settle or compromise any Disputed Claim or Interests without any further notice to, or action, order, or approval by, the Bankruptcy Court, and (iii) administer and adjust the Debtors' claims register to reflect any such settlements or compromises without any further notice to, or action, order, or approval by, the Bankruptcy Court.

7.3. ***Estimation of Claims.***

The ~~Debtor or Reorganized~~ Debtors~~, as applicable, (or the Wind Down Debtors or the Liquidating Trustee)~~ may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors ~~(or Reorganized~~ the Wind Down Debtors, as applicable, or the Liquidating Trustee) may pursue supplementary proceedings to object to the allowance of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) days after the date on which such Claim is estimated.

7.4. ***Adjustment to Claims Register Without Objection.***

Any duplicate Claim or Interest or any Claim or Interest that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the claims register or register of interests by the Debtors ~~(or Reorganized, after the Effective Date, by the Wind Down Debtors, as applicable, or the Liquidating Trustee)~~ upon stipulation or any agreement in writing, including, without limitation, email correspondence, between the parties in interest without a Claims objection having to be Filed and without any further notice or action, order, or approval of the Bankruptcy Court.

7.5. ***Disallowance of Claims.***

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to

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section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors ~~(or Reorganized~~, after the Effective Date, to the Wind Down Debtors, as applicable or the Liquidating Trustee).

Except as otherwise provided herein or otherwise agreed by the Debtors ~~or the Reorganized Debtors~~(or, after the Effective Date, by the Wind Down Debtors or the Liquidating Trustee, as applicable), any and all Proofs of Claim Filed after the applicable Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice or action, order, or approval of the Bankruptcy Court, and Holders of such Claims or Interests may not receive any distributions on account of such Claims or Interests, unless the Bankruptcy Court shall have determined by a Final Order, on or before the Confirmation Hearing, that cause exists to extend the Bar Date as to such Proof of Claim on the basis of excusable neglect.

7.6. No Distributions Pending Allowance.

If an objection, motion to estimate, or other challenge to a Claim or Interest is Filed, no payment or distribution provided under the Amended Plan shall be made on account of such Claim or Interest unless and until (and only to the extent that) such Disputed Claim or Interest becomes an Allowed Claim or Allowed Interest.

7.7. Distributions after Allowance.

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Interest in accordance with the provisions of the ~~Plan, including the treatment provisions provided in Article IV and Section 5.4 of the Amended~~ Plan. As soon as reasonably practicable after the date that the Final Order or judgment of the Bankruptcy Court Allowing any Disputed Claim or Interest becomes a Final Order, the ~~Reorganized Wind Down~~ Debtors or the Liquidating Trustee, as applicable, shall provide to the Holder of such Claim or Interest the distribution to which such Holder is entitled under the Amended Plan as of the Effective Date.

7.8. Claim Resolution Procedures Cumulative.

All of the Claims, objection, estimation, and resolution procedures in the Amended Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with the Amended Plan without further notice or Bankruptcy Court approval.

7.9. Single Satisfaction of Claims.

In no case shall the aggregate value of all property received or retained under the Amended Plan on account of any Allowed Claim or Interest exceed 100 percent of the underlying Allowed Claim plus applicable interest required to be paid hereunder, if any or Interest.

7.10. Amendments to Claims or Interests.

On or after the Effective Date, except as provided in the Amended Plan or the Confirmation Order, a Claim or Interest may not be Filed or amended without the prior authorization of (i) the Bankruptcy Court or (ii) the ~~Reorganized Wind Down~~ Debtors or the Liquidating Trustee (as applicable), and any other new or amended Claim or Interest or Proof of Claim or Proof of Interest Filed after the

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Effective Date shall be deemed Disallowed in full and expunged without any further action of or notice to the Bankruptcy Court.

ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

8.1. *General Treatment.*

(a) As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Amended Plan, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed ~~assumed~~rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors, pursuant to Final Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts.

(b) Subject to (i) ~~satisfaction of the conditions set forth in section 8.1(b) of the Plan, (ii)~~ resolution of any disputes in accordance with section 8.2 of the Amended Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and ~~(iii)~~(ii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Amended Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. ~~Each~~Any Executory ~~Contract~~Contracts and Unexpired ~~Lease~~Leases assumed or assumed and assigned pursuant to the Amended Plan shall vest in and be fully enforceable by the Wind Down Debtors or the Liquidating Trustee (as applicable-Reorganized Debtor or) or their assignee(s) in accordance with its terms, except as modified by any provision of the Amended Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.

(c) To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Amended Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Amended Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

(d) The Debtors reserve the right, subject to the consent of the Creditors’ Committee, such consent not to be unreasonably withheld, conditioned, or delayed, on or before the Effective Date, to amend the Schedule of Rejected Contracts or the Schedule of Assumed Contracts, to add or remove any Executory Contract or Unexpired Lease; *provided that* the Debtors or ~~Reorganized~~the Wind Down Debtors, as applicable, may amend the Schedule of Rejected Contracts or Schedule of Assumed Contracts to add or delete any Executory Contracts or Unexpired Leases after such date to the extent agreed with the relevant counterparties or authorized by the Bankruptcy Court.

8.2. *Determination of Assumption and Cure Disputes and Deemed Consent.*

(a) The Debtors shall File, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. At least ten (10) days before the deadline to object to Confirmation of the Amended Plan, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected, reflecting the Debtors’ intention to potentially assume, assume and assign, or reject, the contract or lease in connection with the Amended

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Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors ~~or Reorganized Debtors, as applicable,~~ intend to assume or assume and assign is not listed on such a notice, the proposed Cure Amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). **Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption or assumption and assignment of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption or assumption and assignment of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Amended Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor ~~or any Reorganized Debtor, as applicable,~~ under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor ~~or any Reorganized Debtor, as applicable.~~ Each such provision shall be deemed to not apply to the assumption or assumption and assignment of such Executory Contract or Unexpired Lease pursuant to the Amended Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption or assumption and assignment in accordance with the terms set forth in this section 8.2(a), shall forever be barred and enjoined from objecting to the proposed assumption or assumption and assignment or to the validity of such assumption or assumption and assignment (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Amended Plan.

(b) If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; *provided that* the Debtors ~~or,~~ the Reorganized Wind Down Debtors, ~~as applicable,~~ and/or the Liquidating Trustee may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(c) To the extent an Assumption Dispute relates solely to the Cure Amount, the Debtors may assume or assume and assign the applicable Executory Contract or Unexpired Lease prior to the resolution of the Assumption Dispute; *provided that* the Debtors (or the Reorganized Wind Down Debtors, ~~as applicable,~~ or the Liquidating Trustee) reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the non-Debtor party to such Executory Contract or Unexpired Lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the ~~applicable Reorganized Debtor~~ Wind Down Debtors or the Liquidating Trustee).

(d) Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied promptly, or otherwise as soon as practicable, by the Debtors, or ~~Reorganized the Wind Down~~ Debtors, ~~as or the ease may be~~ Liquidating Trustee, upon assumption or assumption and assignment, as applicable, of the underlying Executory Contracts and Unexpired Leases. Assumption or assumption and assignment, as applicable, of any Executory Contract or Unexpired Lease pursuant to the Amended Plan, or otherwise, shall result in the full and final satisfaction, settlement, release, and discharge of any Claims or defaults, subject to satisfaction of the Cure Amount, whether monetary or

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nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of the assumption or assumption and assignment, as applicable. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned, as applicable, shall be deemed disallowed and expunged, without further notice to, or action, order or approval of, the Bankruptcy Court or any other Entity, upon the deemed assumption of such Executory Contract or Unexpired Lease.

8.3. *Rejection Claims.*

Unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the ~~Estates, the ReorganizedWind Down Debtors, or the Liquidating Trustee~~, or property of the foregoing parties, without the need for any objection by the Debtors~~or, the ReorganizedWind Down Debtors, as applicable~~or the Liquidating Trustee, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary.** Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and may be objected to in accordance with the provisions of ~~Section~~section 7.2 of the Amended Plan and applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

8.4. *Survival of the Debtors' Indemnification Obligations.*

(a) Notwithstanding anything in the Amended Plan ~~(including Section 10.3 of the Plan)~~, all Indemnification Obligations shall (i) remain in full force and effect, (ii) not be discharged, impaired, or otherwise affected in any way, including by the Amended Plan, the Plan Supplement, or the Confirmation Order, (iii) not be limited, reduced or terminated after the Effective Date, and (iv) survive unimpaired and unaffected irrespective of whether such Indemnification Obligation is owed for an act or event occurring before, on, or after the Petition Date; **provided that** the ReorganizedWind Down Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action that are not indemnified by such Indemnification Obligation. All such obligations shall be deemed and treated as Executory Contracts to be assumed ~~by the Debtors~~ under the Amended Plan and shall continue as obligations of the ReorganizedWind Down Debtors. Any Claim based on the Debtors' Indemnification Obligations shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

(b) In accordance with the foregoing, the ReorganizedWind Down Debtors shall cooperate with current and former officers, directors, members, managers, agents, or employees in relation to the Indemnification Obligations assumed under the Amended Plan, including responding to reasonable requests for information and providing access to attorneys, financial advisors, accountants, and other professionals with knowledge of matters relevant to any such claim covered by an Indemnification Obligation assumed under the Amended Plan, including any claim or Cause of Action arising under any state or federal securities laws.

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8.5. *Employee Arrangements and Employee Obligations.*

(a) Employees ~~and Management~~ shall be entitled to the Severance Benefits set forth on the attached Exhibit BA, notwithstanding any other previously negotiated contractual terms, in the event that such ~~Participant's~~Employee's employment with the Company is terminated after the Effective Date (i) 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. For the avoidance of doubt, the Employee and the Company may agree to an alternative payment schedule, *provided, however*, any such amounts will not exceed those provided for here in 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 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 and the ~~Reorganized~~Wind Down Debtors 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 ~~Reorganized~~operate~~operated~~. 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 this Amended Plan shall limit, diminish, or otherwise alter the Debtors' ~~or Reorganized 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 Wind Down Debtors in addition to what is provided for under applicable state law.

(d) With respect to any Employee Arrangements that are Executory Contracts and are not otherwise addressed in this ~~Section~~section 8.5 or listed on the Schedule of Rejected Contracts, all such Employee Arrangements shall be deemed assumed on the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code; *provided, that* any Employee Arrangements that provide for or contemplate (in whole or in part) rights to Interests (whether actual or contingent) shall not be assumed pursuant to this ~~Section~~section 8.5(c).

(e) With respect to any Employee Arrangements that are not Executory Contracts and are not otherwise addressed in this ~~Section~~section 8.5, all such Employee Arrangements shall be continued in the ordinary course of business following the Effective Date; *provided, that* any Employee Arrangements that provide for or contemplate (in whole or in part) rights to Interests (whether actual or contingent) shall not be continued as a result of this Section 8.5(d).

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(f) Severance Benefits shall be as follows:

- a. The Company shall pay to the ~~Participant~~Employee an amount equal to the ~~Participant's~~Employee's base salary, at the rate in effect at the time of termination of his or her employment, to be paid in accordance with Company's normal payroll practices and periods for the duration of the Severance Period (as defined below).
- b. The Company shall continue to cover the ~~Participant~~Employee and his or her dependents under, or provide such ~~Participant~~Employee and his or her dependents with insurance coverage no less favorable than, the Company's health and dental benefit plans or programs (as in effect on the day immediately preceding the date of termination of employment) for a period equal to the lesser of (A) the Severance Period or (B) until such ~~Participant~~Employee is provided benefits by another employer that are substantially comparable (with no preexisting condition limitations) to the benefits provided by such plans or programs. To the extent any such benefits cannot be provided under the benefit plans or programs of the Company or any of its subsidiaries, the ~~Participant~~Employee will be entitled to receive, on a monthly basis following termination, cash payments in an amount equal to the monthly cost of such benefits.

8.6. ***Insurance Policies/Claims Payable By Third Parties.***

(a) All insurance policies to which any Debtor is a party as of the Effective Date, including any D&O Policy, shall be deemed to be and treated as Executory Contracts and shall be assumed by the applicable Debtors ~~or the Reorganized Debtors~~ and shall continue in full force and effect thereafter in accordance with their respective terms, and all such insurance policies shall vest in the ~~Reorganized Debtors~~Rhodium Litigation Trust. Coverage for defense and indemnity under the D&O Policy shall remain available to all individuals within the definition of "Insured Persons" in any D&O Policy.

(b) In addition, after the Effective Date, all officers, directors, agents, or employees who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any D&O Policy (including any "tail" policy) for the full term of such policy regardless of whether such officers, directors, agents, and/or employees remain in such positions after the Effective Date, in each case, to the extent set forth in such policies.

(c) In addition, after the Effective Date, the ~~Reorganized Debtors~~Rhodium Litigation Trust shall not terminate or otherwise reduce the coverage under any D&O Policy (including any "tail policy") in effect as of the Petition Date, and any current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such D&O Policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

(d) In the event that the Debtors determine that an Allowed Claim is covered in full or in part under one of the Debtors' insurance policies, no distributions under the Amended Plan shall be made on account of such Allowed Claim unless and until, and solely to the extent that, (i) the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy, and (ii) an insurer authorized to issue a coverage position under such insurance policy, or the agent of such insurer, issues a

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formal determination, which the Debtors in their sole discretion do not contest, that coverage under such insurance policy is excluded or otherwise unavailable for losses arising from such Allowed Claim. Any proceeds available pursuant to one of the Debtors' insurance policies shall reduce the Allowed amount of a Claim on a dollar-for-dollar basis. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to, or action, order, or approval of, the Bankruptcy Court. If an applicable insurance policy has a SIR, the Holder of an Insured Litigation Claim shall have an Allowed General Unsecured Claim or a Section 510(b) Claim, as applicable, against the applicable Debtor's Estate solely up to the amount of the SIR that may be established upon the liquidation of the Insured Litigation Claim. Such SIR shall be considered satisfied pursuant to the Amended Plan through allowance of the General Unsecured Claim or Section 510(b) Claim, as applicable, solely in the amount of the applicable SIR, if any; *provided, however* that nothing herein obligates the Debtors ~~or the Reorganized Debtors,~~ the Wind Down Debtors, or the Rhodium Litigation Trust to otherwise satisfy any SIR under any insurance policy. Any recovery on account of the Insured Litigation Claim in excess of the SIR established upon the liquidation of the Claim shall be recovered solely from the Debtors' insurance coverage, if any, and only to the extent of available insurance coverage and any proceeds thereof. Nothing in this Amended Plan shall be construed to limit, extinguish, or diminish the insurance coverage that may exist or shall be construed as a finding that liquidated any Claim payable pursuant to an insurance policy. Nothing herein relieves any Entity from the requirement to timely File a Proof of Claim by the applicable Bar Date.

8.7. ***Intellectual Property Licenses and Agreements.***

All intellectual property contracts, licenses, royalties, or other similar agreements to which the Debtors have any rights or obligations in effect as of the Confirmation Date shall be deemed and treated as Executory Contracts pursuant to the Amended Plan and shall be assumed by the respective Debtors ~~and Reorganized Debtors~~ and shall continue in full force and effect unless any such intellectual property contract, license, royalty, or other similar agreement otherwise is specifically rejected pursuant to a separate order of the Bankruptcy Court or is the subject of a separate rejection motion Filed by the Debtors in accordance with the Amended Plan. Unless otherwise noted hereunder, all other intellectual property contracts, licenses, royalties, or other similar agreements shall vest in the ~~Reorganized~~ Wind Down Debtors and the ~~Reorganized~~ Wind Down Debtors may take all actions as may be necessary or appropriate to ensure such vesting as contemplated herein.

8.8. ***Assignment.***

To the extent provided under the Bankruptcy Code or other applicable law, any Executory Contract or Unexpired Lease transferred and assigned hereunder shall remain in full force and effect for the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such Executory Contract or Unexpired Lease (including, without limitation, those of the type set forth in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment. To the extent provided under the Bankruptcy Code or other applicable law, any provision that prohibits, restricts, or conditions the assignment or transfer of any such Executory Contract or Unexpired Lease or that terminates or modifies such Executory Contract or Unexpired Lease or allows the counterparty to such Executory Contract or Unexpired Lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such transfer and assignment, constitutes an unenforceable anti-assignment provision and is void and of no force or effect.

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8.9. *Modifications, Amendments, Supplements, Restatements, or Other Agreements.*

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each Executory Contract and Unexpired Lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such Executory Contract or Unexpired Lease, without regard to whether such agreement, instrument, or other document is listed in the Schedule of Assumed Contracts.

8.10. *Reservation of Rights.*

(a) Neither the exclusion nor inclusion of any contract or lease by the Debtors on any exhibit, schedule, or other annex to the Amended Plan or in the Plan Supplement, nor anything contained in the Amended Plan, will constitute an admission by the Debtors that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease or that the Debtors or ~~the Reorganized Debtors or~~ their respective Affiliates has any liability thereunder.

(b) Except as otherwise provided in the Amended Plan, nothing in the Amended Plan will waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Causes of Action, or other rights of the Debtors or the ~~Reorganized~~ Wind Down Debtors or the Liquidating Trustee, as applicable, under any Executory Contract or non-executory contract or any Unexpired Lease or expired lease.

(c) Nothing in the Amended Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors ~~or the Reorganized Debtors~~ under any Executory Contract or non-executory contract or any Unexpired Lease or expired lease.

(d) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection under the Amended Plan, the Debtors ~~or Reorganized,~~ the Wind Down Debtors, ~~as applicable,~~ or the Liquidating Trustee shall have sixty (60) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease by filing a notice indicating such altered treatment.

ARTICLE IX. **CONDITIONS PRECEDENT TO EFFECTIVE DATE.**

9.1. *Conditions Precedent to the Effective Date.*

The following are conditions precedent to the Effective Date of the Amended Plan:

(a) the Plan Supplement shall have been Filed;

(b) the Bankruptcy Court shall have entered the Confirmation Order, which shall be in form and substance (i) acceptable to the Debtors, and (ii) solely to the extent it materially affects the treatment of Guaranteed Unsecured Claims or General Unsecured Claims, reasonably acceptable to the Creditors' Committee, and such Confirmation Order shall not have been reversed, stayed, amended, modified, dismissed, vacated or reconsidered;

(c) all conditions precedent to the effectiveness of the Whinstone Settlement shall have been satisfied or waived in accordance with the terms thereof, and the Whinstone Settlement shall be in full force and effect and binding on all parties thereto;

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(d) the Professional Fee Escrow shall have been established and funded in Cash;

(e) no court of competent jurisdiction (including the Bankruptcy Court) or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, limiting, preventing, prohibiting, or materially affecting the consummation of any of the transactions contemplated under the Amended Plan;

(f) the distribution by Rhodium Technologies of \$13,160,869.72 in Cash to Imperium to redeem Imperium's equity interest in Rhodium Technologies in full satisfaction of the Imperium Equity Claim shall have occurred; and

(g) ~~all~~ governmental and third-party approvals and consents necessary, if any, in connection with the transactions contemplated by the Amended Plan shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions.

9.2. ***Timing of Conditions Precedent.***

Notwithstanding when a condition precedent to the Effective Date occurs, unless otherwise specified in the Amended Plan or any Plan Supplement document, for the purposes of the Amended Plan, such condition precedent shall be deemed to have occurred simultaneously upon the completion of the applicable conditions precedent to the Effective Date; ***provided that*** to the extent a condition precedent (the "***Prerequisite Condition***") may be required to occur prior to another condition precedent (a "***Subsequent Condition***") then, for purposes of the Amended Plan, the Prerequisite Condition shall be deemed to have occurred immediately prior to the applicable Subsequent Condition regardless of when such Prerequisite Condition or Subsequent Condition shall have occurred.

9.3. ***Waiver of Conditions Precedent.***

(a) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action. Each of the conditions precedent of the Amended Plan may be waived by the Debtors, and in consultation with the Creditors' Committee, without notice to, leave from, or order of, the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Amended Plan.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

9.4. ***Effect of Failure of a Condition.***

If the Effective Date does not occur, the Amended Plan shall be null and void in all respects and nothing contained in the Amended Plan or the Amended Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors, (ii) prejudice in any manner the rights of any Person, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors or any other Person.

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ARTICLE X. EFFECT OF CONFIRMATION OF AMENDED PLAN.

10.1. *Vesting of Assets in the ~~Reorganized~~Wind Down Debtors or Liquidating Trust.*

Except as otherwise provided in the Amended Plan or any Plan Document, on the Effective Date, pursuant to section 1141(b) and (c) of the Bankruptcy Code, all Assets of the Estates other than Trust Assets, including all claims, rights, and Causes of Action that are not Trust Causes of Action and any property acquired by the Debtors under or in connection with the Amended Plan, shall vest in ~~each respective Reorganized Debtor~~the Wind Down Debtors or a liquidating trust (if one is established), free and clear of all Liens, Claims, charges, or other interests or encumbrances unless expressly provided otherwise by the Amended Plan or the Amended Confirmation Order. In addition, all rights, benefits, and protections provided to any of the Creditors' Committee, the Special Committee, the Debtors, or their Estates pursuant to the Amended Plan, the Plan Supplement, or the Confirmation Order including, but not limited to, the release, exculpation, and injunction provisions provided in Article X of the Amended Plan, shall vest in ~~each respective Reorganized Debtor~~the Wind Down Debtors or in a liquidating trust (if one is established) unless expressly provided otherwise by the Amended Plan or the Confirmation Order. On and after the Effective Date, except as otherwise provided herein, ~~each Reorganized Debtor may operate its business and~~the Wind Down Debtors and/or the Liquidating Trustee may use, acquire, or dispose of property and pursue, compromise or settle any Claims (including any Administrative Expense Claims), Interests, and Causes of Action that are not Trust Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Without limiting the foregoing, the ~~Reorganized~~Wind Down Debtors or the Liquidating Trustee, as applicable, may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

10.2. *Binding Effect.*

As of the Effective Date, the Amended Plan shall bind all Holders of Claims against and Interests in the Debtors and their respective successors and assigns, notwithstanding whether any such Holders were (a) Impaired or Unimpaired under the Amended Plan, (b) deemed to accept or reject the Amended Plan, (c) failed to vote to accept or reject the Amended Plan, or (d) voted to reject the Amended Plan.

~~10.3. Discharge of Claims and Termination of Interests.~~

~~Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in a contract, instrument, or other agreement or document executed pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and interests in, the Debtors or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (i) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest has voted to accept the Plan. Any default or "event of default" by the Debtors with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases~~

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~~shall be deemed cured (and no longer continuing) as of the Effective Date with respect to a Claim that is Unimpaired by the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.~~

10.3. ~~10.4.~~ *Term of Injunctions or Stays.*

Unless otherwise provided herein or in a Final Order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.4. ~~10.5.~~ *Injunction.*

Except as otherwise expressly provided in the Amended Plan or for distributions required to be paid or delivered pursuant to the Amended Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to ~~Section 10.6~~section 10.5(a) or ~~Section 10.6~~section 10.5(b), ~~shall be discharged pursuant to Section 10.3 of the Plan,~~ or are subject to exculpation pursuant to ~~Section 10.7~~section 10.6, and all other parties in interest, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the ~~Reorganized~~Wind Down Debtors, the Liquidating Trustee, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to ~~Section 10.7~~section 10.6 with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim or Proof of Interest, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpetition agreement with the Debtors or an Executory Contract that has been assumed by the Debtors as of the Effective Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Amended Plan or otherwise Disallowed; *provided* that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, ~~a Reorganized Debtor,~~ or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Amended Plan.

Subject in all respects to ~~Section~~section 11.1, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors ~~or the Reorganized Debtors,~~ the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Amended Plan (including the Plan Supplement), the Amended Disclosure Statement, or any Restructuring Transaction, contract, instrument,

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release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Amended Plan or the reliance by any Released Party on the Amended Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Amended Plan, the Plan Supplement, the Amended Disclosure Statement, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Amended Plan, the administration and implementation of the Amended Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Amended Plan, or the distribution of property under the Amended Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section~~section~~ 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

10.5. ~~10.6.~~ Releases.

(a) Releases by the Debtors.

Notwithstanding anything contained in the Amended Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Amended Plan and the contributions of the Released Parties to facilitate and implement the Amended Plan, except as otherwise provided in the Amended Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, ~~the Reorganized Debtors~~their estates, and the ~~Estates~~Wind Down Debtors from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, their estates, the ~~Reorganized~~Wind Down Debtors, ~~the Estates~~, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors ~~or the Reorganized Debtors~~, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Amended Plan (including the Plan Supplement), the Amended Disclosure Statement, or any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Amended Plan or the reliance by any Released Party on the Amended Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Amended Plan, the Plan Supplement, the Amended Disclosure Statement, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Amended Plan, the administration and implementation of the Amended Plan or Confirmation Order, ~~including the issuance or distribution of securities pursuant to the Plan~~, or the distribution of property under the Amended Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date.

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Notwithstanding anything to the contrary in the foregoing, the releases set forth in this Section ~~10.6~~10.5(a) (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (*provided that* actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws, (c) releasing any post-Effective Date obligations of any party or Entity under the Amended Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Amended Plan or (d) releasing any Trust Causes of Action, ~~provided that, for the avoidance of doubt, nothing herein shall be construed as, deemed as, or otherwise release, settle, diminish, or impair any Non-Released D&O Claims, all of which are specifically preserved, provided further that, recovery on account of a Non-Released D&O Claim shall be limited to the maximum insurance coverage available under any D&O Policy, solely in the event the D&O Insurance Settlement has not occurred per the terms of the Amended Plan.~~

(b) Releases by Holders of Claims and Interests.

Notwithstanding anything contained in the Amended Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Amended Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors, ~~the Reorganized Debtors,~~ and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors ~~or the Reorganized Debtors,~~ the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Amended Plan (including the Plan Supplement), the Amended Disclosure Statement, or any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Amended Plan or the reliance by any Released Party on the Amended Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Amended Plan, the Plan Supplement, the Amended Disclosure Statement, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Amended Plan, the administration and implementation of the Amended Plan or Confirmation Order, ~~including the issuance or distribution of securities pursuant to the Plan,~~ or the distribution of property under the Amended Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in this ~~Section 10.6~~section 10.5(b) (i) shall only be applicable to the

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maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (*provided that* actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any post-Effective Date obligations of any party or Entity under the Amended Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Amended Plan, or (c) releasing any Trust Causes of Action, solely in the event the D&O Insurance Settlement has not occurred per the terms of the Amended Plan.

10.6. ~~10.7.~~ *Exculpation.*

Except as otherwise specifically provided in the Amended Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, from the Petition Date through the Effective Date, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors ~~or the Reorganized Debtors,~~ ~~the~~ formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Amended Plan (including the Plan Supplement), the Amended Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Amended Plan or the reliance by any Released Party on the Amended Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Amended Plan, the Plan Supplement, the Amended Disclosure Statement, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Amended Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Amended Plan, or the distribution of property under the Amended Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon completion of the Amended Plan, shall be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of consideration pursuant to the Amended Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Amended Plan or such distributions made pursuant to the Amended Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in this ~~Section 10.7~~ section 10.6 (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (*provided that* actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Amended Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Amended Plan.

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10.7. ~~10.8.~~ ***Gatekeeper Injunctions.***

No entity may commence or pursue a claim or cause of action of any kind against any Independent Director, any Independent Director's agents, or any Independent Director's advisors relating in any way to the Independent Director's role as an independent director of Debtors without the Court (i) first determining after notice that such claim or cause of action represents a colorable claim of willful misconduct or gross negligence against any Independent Director, any Independent Director's agents, or any Independent Director's advisors and (ii) specifically authorizing such entity to bring such claim. The Bankruptcy Court will have sole jurisdiction to adjudicate any such claim for which approval of the Bankruptcy Court to commence or pursue has been granted.

No entity may commence or pursue a claim or cause of action of any kind against any Exculpated Party with respect to any of their roles, actions and duties in connection with the Chapter 11 Cases without the Bankruptcy Court (i) first determining after notice that such claim or cause of action represents a colorable claim of willful misconduct or gross negligence against them, and (ii) specifically authorizing such entity to bring such claim. The Bankruptcy Court shall have sole jurisdiction to adjudicate any such claim for which approval of the Bankruptcy Court to commence or pursue has been granted.

10.8. ~~10.9.~~ ***Retention of Causes of Action/Transfer of Causes of Action and Reservation of Rights.***

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to this Article X, the ~~Reorganized~~Wind Down Debtors and/or the Liquidating Trustee shall have, retain, reserve and be entitled to assert, and may enforce all rights to commence and pursue, as appropriate, any and all claims or Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than (i) Causes of Action that are Trust Causes of Action (if applicable), and (ii) the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in this Amended Plan, including in Article X of the Amended Plan, which shall be deemed released and waived by the Debtors ~~and Reorganized Debtors~~ as of the Effective Date. The ~~Reorganized~~Wind Down Debtors and the Liquidating Trustee shall have, retain, reserve, and be entitled to assert all rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced. ~~The Debtors-or, the Reorganized~~Wind Down Debtors, ~~as-applicable,~~and the Liquidating Trustee expressly reserve all rights to prosecute any and all Causes of Action against any Entity not released pursuant to the Amended Plan.

10.9. ~~10.10.~~ ***Ipsa Facto and Similar Provisions Ineffective.***

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the Confirmation or consummation of the Amended Plan, including any change of control that shall occur as a result of such consummation; or (d) the restructuring.

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10.10. ~~10.11.~~ *Solicitation of Amended Plan.*

As of the Confirmation Date (a) the Debtors shall be deemed to have solicited acceptances of the Amended Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation and (b) the Debtors and each of their respective directors, officers, employees, Affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Amended Plan, and therefore are not, and on account of such offer, issuance, and solicitation will not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the ~~Plan or the offer and issuance of any Securities under the~~ Amended Plan.

10.11. ~~10.12.~~ *Corporate and Limited Liability Company Action.*

Upon the Effective Date, all actions contemplated by the Amended Plan shall be deemed authorized and approved in all respects, including (i) the assumption of all employee compensation and Employee Arrangements of the Debtors as provided herein for purposes of liquidating the Debtors' estates, (ii) the selection of the ~~managers, directors, and officers for the Reorganized~~ administrator of the Wind Down Debtors and/or the Liquidating Trustee, and (iii) all other actions contemplated by the Amended Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof. All matters provided for in the Amended Plan involving the corporate or limited liability company structure of the Debtors ~~or the Reorganized Debtors~~, and any corporate or limited liability company action required by the Debtors ~~or the Reorganized Debtors~~ in connection with the Amended Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Security holders, directors, managers, or officers of the Debtors ~~or the Reorganized Debtors~~. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors ~~(or the Reorganized representatives of the Wind Down Debtors, as applicable, or the Liquidating Trustee)~~ shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Amended Plan (or necessary or desirable to effect the transactions contemplated by the Amended Plan) in the name of and on behalf of the ~~Reorganized Debtors, including, but not limited to,~~ and ~~(+)~~ any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this ~~Section 10.12~~ section 10.11 shall be effective notwithstanding any requirements under non-bankruptcy law.

ARTICLE XI. RETENTION OF JURISDICTION.

11.1. Retention of Jurisdiction.

On and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases, including Assumption Disputes, and the allowance, classification, priority, compromise, estimation, or payment of Claims resulting therefrom;

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(b) to determine any motion, adversary proceeding, proceeding, application, contested matter, and/or other litigated matter pending on or commenced after the Confirmation Date;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to Holders of Allowed Claims and Interests are accomplished as provided for in the Amended Plan and Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Amended Plan;

(e) to consider the allowance, classification, priority, compromise, estimation, or payment of any Claim or any counterclaim related thereto;

(f) to enter, implement or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of the Amended Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify the Amended Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Amended Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Professional Fee Claims;

(j) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Amended Plan, the Plan Supplement, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(k) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, interpret, enforce, implement, execute, and consummate the Amended Plan;

(l) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(m) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(n) to hear, adjudicate, decide, or resolve any and all matters related to Article X of the Amended Plan, including, without limitation, the releases, discharge, exculpations, and injunctions issued thereunder;

(o) to resolve disputes concerning Disputed Claims or the administration thereof;

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(p) to resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Amended Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any Claims Bar Date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purposes;

(q) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(r) to enter a final decree closing the Chapter 11 Cases;

(s) to recover all Assets of the Debtors and property of the Debtors' Estates, wherever located; and

(t) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory.

11.2. *Courts of Competent Jurisdiction.*

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Amended Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XII. MISCELLANEOUS PROVISIONS.

12.1. *Payment of Statutory Fees.*

All fees due and payable pursuant to 28 U.S.C. § 1930(a) prior to the Effective Date shall be paid by the Debtors in full in Cash on the Effective Date. The Debtors shall File all monthly operating reports through the Effective Date. On and after the Effective Date, the ~~Reorganized~~Wind Down Debtors, the Liquidating Trustee, or any Disbursing Agent shall pay any and all such fees in full in Cash when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor ~~(or Reorganized Debtor, as applicable,~~the Wind Down Debtors or the Liquidating Trustee) shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's, ~~or Reorganized Debtor's, as applicable,~~ case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. Notwithstanding anything to the contrary herein, the U.S. Trustee shall not be required to File a Proof of Claim or any other request for payment of quarterly fees.

12.2. *Substantial Consummation of the Amended Plan.*

On the Effective Date, the Amended Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

12.3. *Request for Expedited Determination of Taxes.*

The Debtors ~~and the Reorganized Debtors,~~ the Wind Down Debtors, and the Liquidating Trustee shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code

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with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

12.4. *Exemption from Certain Transfer Taxes.*

Pursuant to section 1146 of the Bankruptcy Code, (i) the issuance, transfer or exchange of any securities, instruments or documents, (ii) the creation, filing or recording of any Lien, mortgage, deed of trust, or other security interest, (iii) the making, assignment, filing or recording of any lease or sublease or the making or delivery of any deed, bill of sale, assignment or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Amended Plan, including, without limitation, any deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Amended Plan or the reinvesting, transfer, or sale of any real or personal property of the Debtors pursuant to, in implementation of or as contemplated in the Amended Plan ~~(whether to one or more of the Reorganized Debtors or otherwise)~~, and (iv) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Amended Plan, including, without limitation, the Confirmation Order, shall constitute a “transfer under a plan” within the purview of section 1146 of the Bankruptcy Code and shall not be subject to, or taxed under, any law imposing any document recording tax, stamp tax, conveyance fee, or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city, or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

12.5. *Amendments.*

(a) *Plan Modifications.* The Amended Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code; ~~provided, that~~ the Amended Plan may only be amended, modified, or supplemented with the consent of the Creditors’ Committee, such consent not to be unreasonably withheld, conditioned, or delayed. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of Holders of Allowed Claims or Interests pursuant to the Amended Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in the Amended Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of the Amended Plan, and any Holder of a Claim or Interest that has accepted the Amended Plan shall be deemed to have accepted the Amended Plan as amended, modified, or supplemented.

(b) *Other Amendments.* Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Amended Plan and the documents contained in the Amended Plan Supplement without further order or approval of the Bankruptcy Court; ~~provided, that~~ the Amended Plan and the documents contained in the Plan Supplement may only be adjusted or modified pursuant to this section 12.5(b) with the consent of the Creditors’ Committee, such consent not to be unreasonably withheld, conditioned, or delayed.

12.6. *Effectuating Documents and Further Transactions.*

~~Each of the officers of the Reorganized~~ The administrator of the Wind Down Debtors and/or the Liquidating Trustee is authorized, in accordance with his or her authority under the resolutions of the

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applicable member(s), board of directors or managers, to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Amended Plan.

12.7. **Revocation or Withdrawal of the Amended Plan.**

The Debtors reserve the right ~~[(after consultation with the Creditors' Committee)]~~ to revoke or withdraw the Amended Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the Amended Plan has been revoked or withdrawn prior to the Effective Date, or if Confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (i) the Amended Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Amended Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption of Executory Contracts or Unexpired Leases affected by the Amended Plan, and any document or agreement executed pursuant to the Amended Plan shall be deemed null and void; and (iii) nothing contained in the Amended Plan shall (a) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person, (b) prejudice in any manner the rights of such Debtor or any other Person, or (c) constitute an admission of any sort by any Debtor or any other Person.

12.8. **Severability of Amended Plan Provisions.**

If, before the entry of the Confirmation Order, any term or provision of the Amended Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power (after consultation with the Creditors' Committee) to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted, **provided that** any such alteration or interpretation shall be acceptable to the Debtors and the Creditors' Committee. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Amended Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Amended Plan, as it may have been altered or interpreted in accordance with the foregoing, is (i) valid and enforceable pursuant to its terms, (ii) integral to the Amended Plan and may not be deleted or modified without the consent of the Debtors (or the ~~Reorganized~~Wind Down Debtors ~~(as or the case may be~~Liquidating Trustee) or the Creditors' Committee, and (iii) nonseverable and mutually dependent.

12.9. **Governing Law.**

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent a Plan Document provides otherwise, the rights, duties, and obligations arising under the Amended Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof.

12.10. **Time.**

In computing any period of time prescribed or allowed by the Amended Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

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12.11. ***Dates of Actions to Implement the Amended Plan.***

In the event that any payment or act under the Amended Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

12.12. ***Immediate Binding Effect.***

Notwithstanding any Bankruptcy Rule providing for a stay of the Confirmation Order or the Amended Plan, including Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Amended Plan and Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Holders of Claims and Interests, the Released Parties, each of their respective successors and assigns, including, without limitation, ~~the Reorganized Debtors,~~ all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Amended Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Amended Plan regardless of whether any Holder of a Claim, Interest, or debt has voted on the Amended Plan.

12.13. ***Deemed Acts.***

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Amended Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of the Amended Plan and the Confirmation Order.

12.14. ***~~Successor~~ Successors and Assigns.***

The rights, benefits, and obligations of any Person named or referred to in the Amended Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each Entity.

12.15. ***Entire Agreement.***

On the Effective Date, the Amended Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Amended Plan.

12.16. ***Exhibits to Amended Plan.***

All exhibits, schedules, supplements, and appendices to the Amended Plan (including the Plan Supplement) are incorporated into and are a part of the Amended Plan as if set forth in full herein.

12.17. ***Dissolution of Creditors' Committee.***

On the Effective Date, any official committees appointed in the Chapter 11 Cases, including the Creditors' Committee, shall dissolve; ***provided that*** following the Effective Date, any such committees, including the Creditors' Committee, shall continue in existence solely for the purposes of (i) Filing and prosecuting applications for allowance of Professional Fee Claims and (ii) seeking removal of the

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committee as a party in interest in any proceeding on appeal. Upon the dissolution of any official committees appointed in the Chapter 11 Cases, including the Creditors' Committee, such committee members and their respective Professionals shall cease to have any duty, obligation, or role arising from or related to the Chapter 11 Cases and shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases; ***provided that*** for the avoidance of doubt, any Claims or Causes of Action asserted by the Creditors' Committee, whether direct or derivative (including any Claims seeking declaratory judgments) shall be withdrawn with prejudice and/or vest in the Debtors' Estates, to be immediately fully and indefensibly released in accordance with section ~~10.6~~10.5 of the Amended Plan.

12.18. ***Notices.***

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by electronic transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or addressed as follows:

- (a) if to the Debtors~~-or the Reorganized Debtors:~~

Rhodium Encore LLC
Attn: Charles Topping
Morgan Soule
2617 Bissonnet Street, Suite 234
Houston, Texas 77005
Email: chucktopping@rhdm.com
Email: morgansoule@rhdm.com

- and -

Quinn Emanuel Urquhart & Sullivan, LLP
Attn: Patricia B. Tomasco
700 Louisiana, Suite 3700
Houston, Texas 77002
Email: pattytomasco@quinnemanuel.com

- (b) if 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

- (c) if to the U.S. Trustee:

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

After the Effective Date, the Debtors have authority to send a notice to Entities providing that, to continue to receive documents pursuant to Bankruptcy Rule 2002, they must ~~file~~File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are

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authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have ~~filed~~Filed such renewed requests.

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Dated: ~~May 22~~June 18, 2025

Respectfully submitted,

s/ Michael Robinson

By: Michael Robinson
Co-Chief Restructuring Officer
Rhodium Enterprises, Inc. and its
affiliate debtors

s/ David M. Dunn

By: David M. Dunn
Co-Chief Restructuring Officer
Rhodium Enterprises, Inc. and its
affiliate debtors

s/ David Eaton

By: David Eaton
Independent Director
Rhodium Enterprises, Inc.

s/ Spencer Wells

By: Spencer Wells
Independent Director
Rhodium Enterprises, Inc.

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