

<b>UNITED STATES BANKRUPTCY COURT                  SOUTHERN DISTRICT OF TEXAS                  HOUSTON DIVISION</b>	
Main Case No: 24-90448 (ARP)  (Jointly Administered)  Chapter 11	Name of Debtor: Rhodium Encore, LLC
Witnesses:	
Caleb VanZoeren	Judge: Alfredo R. Pérez
Any other authorized representative of the Debtors	Courtroom Deputy: Akeita House
Any fact or expert witness called by any other party	Hearing Date: December 3, 2025
Any rebuttal or impeachment witness	Hearing Time: 9:30 A.M.
	Party's Name: Caleb VanZoeren
	Attorney's Name: Annmarie Chiarello
	Attorney's Phone: (214) 745-5410
	Nature of Proceeding:
	Plan [Docket No. 1821] confirmation and related objections



**CALEB VANZOEREN'S EXHIBIT INDEX**

Ex. #	Description	Offered	Objection	Admitted/ Not Admitted	Disposition	Ex. #	Description
1.	<i>Notice of Filing Plan Supplement for First Amended Joint Chapter 11 Plan of Liquidation for Rhodium Encore LLC and its Affiliated Debtors Proposed by Debtors and Ad Hoc Group of Safe Parties [Docket No. 2001]</i>						
2.	Proof of Claim No. 250						
3.	Any exhibits designated by any other parties in interest.						
4.	Any pleadings, reports, exhibits, transcripts, Court orders, or other documents filed in the Debtor's bankruptcy case.						
5.	Any impeachment or rebuttal exhibits.						

Caleb VanZoeren (the "Landlord") reserves the right to amend or supplement this Witness and Exhibit List at any time prior to the December 3, 2025. hearing and/or in compliance with the Bankruptcy Local Rules and the Orders of this Court. The Landlord also reserves the right to provide any documents that may be amended or supplemented in this Exhibit List to opposing counsel and to this Court as they become available.

**DATED: December 1, 2025**

Respectfully submitted,

By: /s/ Annmarie Chiarello

Annmarie Chiarello  
Texas Bar No. 24097496  
S.D. Tex. No. 2936034  
**WINSTEAD PC**  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201  
Telephone: (214) 745-5400  
Facsimile: (214) 745-5390  
achiarello@winstead.com

**ATTORNEYS FOR ATTORNEYS FOR CALEB  
VANZOEREN**

**CERTIFICATE OF SERVICE**

I hereby certify that on December 1, 2025, notice of this document will be electronically mailed to the parties that are registered or otherwise entitled to receive electronic notices in this proceeding pursuant to the Electronic Filing Procedures in this District.

/s/ Annmarie Chiarello

One of Counsel

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

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

**NOTICE OF FILING PLAN SUPPLEMENT FOR FIRST AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION FOR RHODIUM ENCORE LLC AND ITS AFFILIATED DEBTORS PROPOSED BY DEBTORS AND AD HOC GROUP OF SAFE PARTIES**

As contemplated by the *First Amended Joint Chapter 11 Plan of Liquidation for Rhodium Encore LLC and its Affiliated Debtors Proposed by Debtors and Ad Hoc Group of SAFE Parties* [Docket No. 1821] (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “*Plan*”), the above-captioned debtors and debtors-in-possession (collectively, the “*Debtors*”) and the Ad Hoc Group of SAFE Parties (the “*SAFE AHG*”) hereby file certain of the documents comprising the Plan Supplement as the exhibits attached to this notice with the United States Bankruptcy Court for the Southern District of Texas (the “*Court*”). Capitalized terms used but not defined herein have the meanings set forth in the Plan.

The Plan Supplement includes the following exhibits (in each case, as may be amended, modified, or supplemented from time to time in accordance with the terms of the Plan):

---

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

<b>EXHIBIT</b>	<b>DOCUMENT</b>
A	Severance and Employment Contract Rejection Payments
B-1	Identity of Plan Administrator
B-2	Plan Administrator Agreement
C	Schedule of Retained Causes of Action
D	Schedule of Assumed Contracts
E	Schedule of Rejected Contracts
F	Wind Down Budget

These documents remain subject to continuing negotiations and modifications in accordance with the terms of the Plan and the final versions may contain material differences from the versions filed herewith. For the avoidance of doubt, the requisite parties have not consented to such documents as being in final form and reserve all rights in that regard. Such parties reserve all of their respective rights with respect to such documents and to amend, modify, or supplement the Plan Supplement and any of the documents contained therein through the Effective Date in accordance with the terms of the Plan. To the extent material amendments or modifications are made to any of these documents, the Debtors and the SAFE AHG will file a revised version and, if applicable, a redline, with the Court prior to the hearing to consider confirmation of the Plan (the “*Confirmation Hearing*”).

The Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is confirmed, the documents contained in the Plan Supplement (including any amendments,

modifications, or supplements thereto) will be approved by the Court pursuant to the order confirming the Plan. The deadline for filing objections to confirmation of the Plan is 5:00 p.m. (Prevailing Central Time) on November 21, 2025 (the “*Objection Deadline*”). Any objections to confirmation of the Plan shall: (a) be in writing; (b) conform to the applicable Bankruptcy Rules and the Bankruptcy Local Rules; (c) set forth the name of the objecting party, the basis for the objection, and the specific grounds thereof; and (d) be filed with the Clerk of the Court no later than the Objection Deadline.

**CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

The Confirmation Hearing is scheduled to commence on December 3, 2025 at 9:30 a.m. (Prevailing Central Time) before the Honorable Alfredo R. Perez of the United States Bankruptcy Court, Southern District of Texas, 4th Floor, Courtroom 400, 515 Rusk Street, Houston, Texas 77002. **The Confirmation Hearing may be continued by the Court or by the Debtors and the SAFE AHG without further notice other than by announcement of the same in open court and/or by filing and serving a notice of adjournment.**

In the event of a timely filed objection that is not settled by the parties, the Court shall hear such objection at the Confirmation Hearing or on a later date as may be fixed by the Court.

Copies of the documents included in the Plan Supplement or the Plan, or any other document filed in the Chapter 11 Cases, may be obtained free of charge by visiting the website maintained by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants LLC, d/b/a Verita Global, at <https://www.veritaglobal.net/Rhodium>. You may also obtain copies of any pleadings filed in the Chapter 11 Cases through the Court’s electronic case filing system at

<https://www.txs.uscourts.gov/page/bankruptcy-court> using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>).

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT E-MAIL: RHODIUMINFO@VERITAGLOBAL.COM. PLEASE NOTE THAT THE NOTICE AND CLAIMS AGENT CANNOT PROVIDE LEGAL ADVICE.**

Dated: November 19, 2025  
Houston, Texas

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

/s/ Patricia B. Tomasco

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

- and -

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

*Counsel for the Debtors and Debtors in Possession*

**CERTIFICATE OF SERVICE**

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

*/s/ Patricia B. Tomasco* \_\_\_\_\_

Patricia B. Tomasco

**EXHIBIT A**

**SEVERANCE AND EMPLOYMENT CONTRACT REJECTION PAYMENTS**

**SEVERANCE PAYMENTS**

<b>Employee</b>	<b>Last Day</b>	<b>Tenure</b>	<b>No. of Weeks</b>	<b>Severance<sup>1</sup></b>	<b>Contingent Supplemental Severance<sup>2</sup></b>
Roger Grider	1/31/2025	1	2	\$2,240.00	
Justin Foxworth	1/31/2025	5 months	0		\$5,000.00
Cory Valastek	1/31/2025	4 months	0		\$5,000.00
Ivan Almaraz	2/10/2025	3	6	\$8,071.20	\$5,000.00
Stevie Saganski	2/15/2025	4	8	\$22,307.69	\$5,000.00
Max Thompson	2/20/2025	6 months	0		\$5,000.00
Jorge Calderon	3/31/2025	3	6	\$17,307.69	
Mike Norman	3/31/2025	3	6	\$16,730.77	
Joe Gryzan	3/31/2025	3	6	\$14,423.08	
Zachary Sharp	3/31/2025	3	6	\$11,538.46	
Spencer Gilliland	3/31/2025	2	4	\$5,769.23	\$5,000.00
Ethan Sharp	3/31/2025	2	4	\$5,200.00	\$5,000.00
Katherine Butti	3/31/2025	1	2	\$3,461.54	
Jefferson Rybak-Dow	3/31/2025	4 months	0		\$5,000.00
Peter Richison	4/30/2025	3	6	\$18,461.54	
Adrian Gonzalez	4/30/2025	3	6	\$10,101.92	
Brendan Cottrell	4/30/2025	2	4	\$11,776.00	\$5,888.00
Jonathan Hall	4/30/2025	3	6	\$9,403.20	\$3,134.40
Kyle Brossia	4/30/2025	3	6	\$8,783.65	
Charles Steffens	4/30/2025	2	4	\$5,769.23	
Less Davenport	4/30/2025	3	6	\$8,268.00	\$2,756.00
Odilton Barreto	4/30/2025	3	6	\$7,749.60	\$2,583.20
Christopher Clements	4/30/2025	2	4	\$5,209.60	\$2,604.80
Trey Scott	4/30/2025	1	2	\$2,423.20	\$2,423.20
Brandon Vargas	4/30/2025	1	2	\$2,377.60	\$2,377.60
Jonathan Adam	4/30/2025	1	2	\$2,377.60	\$2,377.60
Thomas Duffles	4/30/2025	1	2	\$2,050.40	\$2,050.40

<sup>1</sup> The Company's standard severance practice has been to provide two weeks of severance pay for each completed year of service. While not formally documented in a written policy, this calculation was consistently applied pre-petition and is based on established Company precedent, plus any other applicable factors. All payments are subject to adjustment depending on the Employee's departure date and any settlement agreements entered by the Company and the Employee.

<sup>2</sup> In recognition of services provided to the Debtors related to, among other things, assistance with closing post-petition sales and the winddown of Debtors during the Chapter 11 Cases, the Debtors propose to pay certain key employees a supplemental severance amount as set forth herein.

Employee	Last Day	Tenure	No. of Weeks	Severance <sup>1</sup>	Contingent Supplemental Severance <sup>2</sup>
Ethan Burchett	4/30/2025	1	2	\$2,030.40	\$2,030.40
Demetri Lara	4/30/2025	1	2	\$2,008.80	\$2,008.80
Max Cottrell	4/30/2025	1	2	\$1,961.58	\$1,961.58
Chris Frenette	4/30/2025	11 months	0		\$2,353.60
Joseph Whalen	4/30/2025	10 months	0		\$1,950.40
James Sims	4/30/2025	8 months	0		\$6,943.20
Dylan Kessler	4/30/2025	6 months	0		\$1,920.00
Chauncey Harrison	4/30/2025	6 months	0		\$1,920.00
Shane Phillips	4/30/2025	6 months	0		\$1,920.00
Noah Rodriguez	4/30/2025	6 months	0		\$1,920.00
Danjumall Roberts	4/30/2025	10 months	0		\$2,792.31
Wade Rogers	5/15/2025	2	4	\$8,715.38	
Jackson Stewart	5/15/2025	2	4	\$7,923.08	
Viktor Palatnyk	5/15/2025	1	2	\$3,763.46	
John Ritenour	5/15/2025	1	2	\$3,763.46	\$3,763.46
Sean Conner	5/30/2025	3	6	\$10,800.00	
Jamie Estes	5/30/2025	3	6	\$16,800.00	
Will Boardman	5/30/2025	4	8	\$20,000.00	
Daniel Najacht	6/30/2025	3	6	\$9,201.92	\$3,067.31
Zach Scheich	6/30/2025	4	8	\$25,846.15	\$58,153.85
Gavin Tang	6/30/2025	3	6	\$15,426.23	\$5,142.08
Rebecca Rice	6/30/2025	3	6	\$13,326.92	\$4,442.31
Amber Hames	7/15/2025	3	6	\$18,000.00	
Amarnath Mamidi	7/31/2025	3	6	\$21,986.54	\$7,328.85
Jared Kellar	9/30/2025	1	2	\$1,980.80	\$1,980.80
Ashley Jonson	TBD (Post-Effective Date)	3	6	\$23,330.77	\$77,769.23
			<b>TOTAL</b>	\$408,666.69	\$255,563.38
			<b>GRAND TOTAL</b>		<b>\$664,230.07</b>

s

3

**REJECTED EMPLOYMENT CONTRACTS<sup>3</sup>**

<b>Employee</b>	<b>Amount</b>	<b>Combined Total</b>
Alex Peloubet (VP of Accounting and Finance)	Severance: \$234,000.00 Cobra: \$38,449.96	\$272,449.96
Alicia Catatao (VP of Human Resources)	Severance: \$187,200.00 Cobra: \$10,650.22	\$197,850.22
Matt Smith (VP of Strategy, Mining Operations)	Severance: \$210,000.00 Cobra: \$8,848.66	\$218,848.66
Morgan Soule (VP and Assistant General Counsel)	Severance: \$234,000.00 Cobra: \$11,443.27	\$245,443.27
Zach Kerr (VP of Technology)	Severance: \$200,000.00 Cobra: \$8,954.48	\$208,954.48
Caleb VanZaeren (SVP of Operations)	Severance: \$200,000 Cobra: \$5,721.64	\$205,721.64
Charles Topping (General Counsel and Secretary)	Severance: \$312,000.00 Cobra: \$38,449.60	\$350,449.60
Kevin Hays (Chief Financial Officer)	Severance: \$208,000.00 Cobra: N/A	\$208,000.00
	<b>TOTAL</b>	<b>\$1,907,717.83</b>

<sup>3</sup> The Company's executive agreements generally provide for salary of up to one year, as well as reimbursement for one year of COBRA benefits for applicable Executives.

**EXHIBIT B-1**

**IDENTITY OF PLAN ADMINISTRATOR**

This Exhibit B-1 identifies the Plan Administrator selected by the SAFE AHG, in consultation with the Special Committee, pursuant to the Plan. GXD Labs, a wholly owned subsidiary of Atlas Grove Partners, has been selected to serve as the Plan Administrator.

**EXHIBIT B-2  
TO BE FILED WITH THE AMENDED  
PLAN SUPPLEMENT**

**EXHIBIT C**

**SCHEDULE OF RETAINED CAUSES OF ACTION**

This schedule is the “Schedule of Retained Causes of Action” referenced in Section 10.8 of the Plan. Notwithstanding anything to the contrary herein or in the Plan, any Causes of Action against Non-Released Parties (defined below) shall constitute retained causes of action and shall not be released by any Debtor or Affiliate thereof under the Plan. All Causes of Action described, identified and retained herein shall exclude any Causes of Action that are expressly released under the Plan or any order of the Bankruptcy Court, including those released with respect to the Released Parties (which, for the avoidance of doubt, shall exclude the Non-Released Parties).

Subject to the paragraph above, the Causes of Actions described and identified herein are intended to be numerous and may have varying degrees of value on an individual basis but may have material value in the aggregate, the exact amount of which is indeterminate as of the date hereof. The bases and nature of the Causes of Action described or identified herein, as well as the identification of persons or entities who may be defendants or the description of the classes or categories thereof, shall be read and interpreted as broadly as possible. To the extent that a Cause of Action or a creditor or other party, person, or entity, may be construed as coming within the scope of any basis or nature of claim or description herein, they shall be interpreted as within the scope of such basis or description, subject to the paragraph above. Without limiting the generality of the foregoing, the word “including (and, with correlative meaning, the forms of the word “include”) shall mean including, without limiting the generality of any description preceding that word.

#### **A. Nature and/or Basis of Claims and Causes of Action**

Subject to the first two paragraphs above, the Causes of Action retained shall include any claims, rights, and causes of action, whether based on the federal law of the United States, state law, municipal law, territorial law, the law of any other country, nation, international law, or common law, or any other law or right, and whether arising in law or equity (or otherwise), and whether before or after the Petition Date, based on the following or as described in this Exhibit: breach of fiduciary duties, breach of duty of care, breach of duty of loyalty, breach of the duty of good faith, usurpation of corporate opportunities, breach of implied covenant of good faith and fair dealing, conversion, theft, misappropriation of assets, misappropriation of trade secrets, sharing of confidential information, unfair competition, breach of contract, breach of warranty, breach of promissory note, breach of any other duty or obligation, fraud, misrepresentation, constructive fraud, negligence, negligence per se, gross negligence, actual or constructive fraudulent conveyance, actual or constructive fraudulent transfer, quiet title, fraudulent misrepresentation, negligent misrepresentation, fraudulent concealment, fraudulent inducement, tortious interference, tortious interference with business relations, tortious interference with existing contracts, tortious interference with prospective contracts, intentional interference with prospective economic advantage, quantum meruit, unjust enrichment, money had and received, abuse of process, spoliation of evidence, alter ego, veil piercing, entity consolidation (including substantive consolidation), securities fraud, unlawful dividend, assumption of liability, unjust enrichment, disgorgement, corporate waste, misappropriation, deceptive trade practices, embezzlement, civil conspiracy, malpractice, respondeat superior, vicarious liability, substantive consolidation, recharacterization, business disparagement, defamation, commercial disparagement, libel, slander, injurious falsehood, product liability, premises liability, indemnity, preference, account stated, claims for recovery of distributions or dividends, claims for indemnification, promissory estoppel,

equitable estoppel, judicial estoppel, quasi-contract claims, any counterclaims, all rights, claims and causes of action under the Bankruptcy Code (including equitable subordination, any equitable or injunctive relief (including any temporary restraining order, temporary injunction, or permanent injunction)), turnover, aiding and abetting any claim or cause of action (including any Cause of Action), conspiracy, extortion, racketeering (including any cause of action under civil Racketeer Influenced and Corrupt Organizations Act and any state law or other corollaries), avoidance and preference actions provided for under Chapter 5 of the Bankruptcy Code, including sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code, any objection or motion to disallow claims in accordance with sections 502 and 506(c) of the Bankruptcy Code, claims brought under state law (or the law of any province, municipality, subdivision, or territory), claims brought under federal law, claims brought under international law, claims under any common-law theory of tort or law or equity, and any claims similar in nature to the foregoing claims.

For the avoidance of doubt, but subject to the first two paragraphs of this schedule with respect to the Released Parties, the retained Causes of Action shall include, but shall not be limited to, any of the foregoing claims and any other claim, in any case, based upon, arising out of, or in any way related to any action, agreement, instrument, contract, disclosure, deliberation, release, or transaction received, made, entered into, or delivered in connection with any of the following:

1. Temple Green Data LLC, Rowan Green Data LLC, Rowan Digital Infrastructure Pty Ltd and each of their respective Affiliates and any current and former employee, officer, director, manager, member, shareholder, controlling person, affiliate, subsidiary, or other representative or advisor of any of the foregoing Persons, and any of their subsidiaries (collectively, the "**Temple Green Parties**"), whether occurring prior to or after the Petition Date, related to breaches of contract, tortious interference with contract, negligence, gross negligence, any claims or causes of action arising out of or related to any dealings with any Debtor (or Affiliate thereof), or any services provided by the Temple Green Parties to any Debtor (or Affiliate thereof); provided that, the pursuit of the Causes of Action retained pursuant to this paragraph shall not directly or indirectly delay or impede the confirmation or consummation of the Plan.
2. Midas Green Technologies LLC and each of its respective Affiliates and any current and former employee, officer, director, manager, member, shareholder, controlling person, affiliate, subsidiary, or other representative or advisor of any of the foregoing Persons, and any of their subsidiaries (collectively, the "**Midas Green Parties**"), whether occurring prior to or after the Petition Date, related to the Debtors' motions for sanctions, or any other claim or cause of action arising out of or related to any dealings by the Midas Green Parties with any Debtor (or Affiliate thereof), or any services provided by them to any Debtor (or Affiliate thereof); provided that, the pursuit of the Causes of Action retained pursuant to this paragraph shall not directly or indirectly delay or impede the confirmation or consummation of the Plan.
3. Three Way Logistics, Inc. and each of its respective Affiliates and any current and former employee, officer, director, manager, member, shareholder, controlling person, affiliate, subsidiary, or other representative or advisor of any of the foregoing Persons, and any of

their subsidiaries (collectively, the “*Three Way Parties*”) whether occurring prior to or after the Petition Date, related to breach of contract, negligence, gross negligence or any other claim or cause of action arising out of or related to any dealings by the Three Way Parties with any Debtor (or Affiliate thereof), or any services provided by them to any Debtor (or Affiliate thereof); provided that, the pursuit of the Causes of Action retained pursuant to this paragraph shall not directly or indirectly delay or impede the confirmation or consummation of the Plan. The Three Way Parties, the Temple Green Parties, and the Midas Green Parties are hereinafter referred to as the *Non-Released Parties*.

4. All defenses, counterclaims, crossclaims and any affirmative defenses of the Debtors (or Affiliate thereof) related to the assertion of any indemnification obligations by any current or former director, officer, employee or agent of any Debtor (or any Affiliates thereof) or other Person;
5. Any and all claims or causes of action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor (or Affiliate thereof) is a party or pursuant to which any Debtor (or Affiliate thereof) has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters;
6. Any and all claims or causes of action based in whole or in part upon any and all tax obligations to which any Debtor (or Affiliate thereof) is a party or pursuant to which any Debtor (or Affiliate thereof) has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors (or Affiliates thereof), regardless of whether such Entity is specifically identified herein;
7. Any and all claims or causes of action against or related to all Entities (or Affiliates thereof) that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Entity (or its Affiliate) is specifically identified in the Plan, this Plan Supplement, or any amendments thereto.

#### **B. Potential Defendants and Classes and Categories of Defendants**

With respect to any Non-Released Party (as such term is defined above), and any other person or entity that is not a Released Party under the Plan, the Causes of Action retained shall include any claim or cause of action identified or otherwise described, categorized, classified, or referenced below, including:

- (i) each Person against whom a Cause of Action is retained in Sections A(4) through A(6) above;

- (ii) any current and former officer, director, manager, member, shareholder, controlling person, affiliate, subsidiary, or other representative or advisor of any Debtor, and any of their subsidiaries;
- (iii) any past or present counterparty or other party with an interest in any of the aforementioned transactions or conduct listed above;
- (iv) any persons or entities identified on any of the Debtors' Statements of Financial Affairs as recipients of certain payments made within 90 days of the Petition Date;
- (v) any person or entity identified or described in the Debtors' Schedules;
- (vi) any current or former insider (whether "statutory" or "non-statutory," including any Insider), including any persons or entities identified on any of the Debtors' statements of financial affairs as recipients of certain payments made within 1 (one) year prior to the Petition Date;
- (vii) any person or entity that, at any time, asserted an interest in or control over the Debtors or any affiliate or subsidiary of any of the Debtors;
- (viii) any current or former shareholder or other equity-holder of any of the Debtors or any affiliate or subsidiary of any of the Debtors;
- (ix) any current or former contractor or vendor to any of the Debtors or any affiliate or subsidiary of any of the Debtors;
- (x) any current or former insurer, surety, or insurance broker to any of the Debtors or any affiliate or subsidiary of any of the Debtors;
- (xi) any current or former professional (including any attorney, accountant, auditor, appraiser, broker, tax professional, or other consultant) retained by any of the Debtors or any subsidiary or affiliate of any of the Debtors;
- (xii) any person or entity who had possession of or control over any of the Debtors' or any affiliate or subsidiary of any of the Debtors' books and records, in whole or in part, at any time;
- (xiii) any person or entity who received money, personal property, intellectual property, intangibles, or real property from any of the Debtors or any affiliate or subsidiary of any of the Debtors at any time;
- (xiv) any person or entity to which any of the Debtors or any affiliate or subsidiary of any of the Debtors incurred any obligation at any time;

- (xv) any person, entity, or governmental unit, asserting any lien, encumbrance, or interest in or on any property of any of the Debtors' or any affiliate or subsidiary of any of the Debtors' estates;
- (xvi) any person or entity that was a party or beneficiary of any contract, lease, or settlement agreement (or similar agreement) with any of the Debtors or any affiliate or subsidiary of any of the Debtors, or their insiders (whether "statutory" or "non- statutory," including any Insider);
- (xvii) any person or entity who entered into a service agreement with any of the Debtors or any affiliate or subsidiary of any of the Debtors;
- (xviii) any person or entity who leased or purchased any truck, trailer, vehicle, or other equipment from any of the Debtors or any affiliate or subsidiary of any of the Debtors at any time before the Petition Date;
- (xix) any person or entity who had any debt, claim, or obligation released, waived, or forgiven by any of the Debtors or any affiliate or subsidiary of any of the Debtors at any time;
- (xx) any person or entity who acted in violation of, or with recklessness or disregard with respect to, any federal, state, local, or other applicable law with respect to or otherwise concerning any of the Debtors or any affiliate or subsidiary of any of the Debtors; and
- (xxi) any person or entity who aided, aided and abetted, or otherwise assisted any person or entity identified or described in the foregoing sentence or the conduct identified, described, or referenced in Section A hereof.

Additionally, with respect to any person or entity identified, referenced, or described in the foregoing, such person or entity shall include: (a) any entity owned directly or indirectly, whether in whole or in part, or otherwise controlled, or operated for the benefit of any person or entity identified or described herein; (b) any entity for which any person or entity identified or described herein is, or holds itself as, a principal, employee, agent, officer, member, or director; (c) any spouse, parent, grandparent, cousin, offspring, family member, or other relation of any person described herein; (d) any affiliate or subsidiary of any entity identified or described herein; and (e) any mediate or intermediate transferee from any person or entity identified or described herein.

**EXHIBIT D**

**SCHEDULE OF ASSUMED CONTRACTS**

As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to Article VIII of the Plan, and in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors, pursuant to a 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 assumed on the attached schedule of Assumed Contracts.

Entry of the Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan or this Supplement. Except as otherwise specifically set forth in the Plan, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by final order of the Bankruptcy Court but may be withdrawn, settled, or otherwise prosecuted by the Debtors or the Wind Down Debtor. The Debtors or the Wind Down Debtor shall pay the Cure amounts, if any, on the Effective Date or as soon as reasonably practicable thereafter or on such other terms as the parties to such Executory Contracts or Unexpired Leases may agree; provided that if a dispute regarding assumption or Cure Amount is unresolved as of the Effective Date, then payment of the applicable Cure Amount shall occur as soon as reasonably practicable after such dispute is resolved. Any Cure Amount shall be deemed fully satisfied, released, and discharged upon payment of the Cure Amount.

Unless otherwise agreed in writing by the parties in the applicable Executory Contract or Unexpired Lease, any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure Amount must be filed, served, and actually received by counsel to the Debtors no later than the date and time specified in the notice (which shall not be less than fourteen (14) days after such notice is served). The Debtors or the Wind Down Debtor, as applicable, may reconcile and settle in the ordinary course of the Debtors' business any dispute (following a timely filed objection) regarding any Cure Amount or any other matter pertaining to assumption without any further notice to or action, order, or approval of the Bankruptcy Court.

Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Amount (including any request for an additional or different Cure Amount) will be deemed to have assented to such assumption or Cure Amount and any untimely request for an additional or different Cure amount shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor, without the need for any objection by the Wind Down Debtor or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court.

Nothing contained in the Plan or this Plan Supplement, shall constitute an admission by the Debtors or the Wind Down Debtor that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder.

If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Wind Down Debtor, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

Certain documents, or portions thereof, contained in this Exhibit remain subject to continued review by the Debtors and parties in interest. The respective rights of the Debtors, the Wind Down Debtor, and other parties in interest are expressly reserved, subject to the terms and conditions set forth in the Plan, the Plan Supplement, or by order of the Bankruptcy Court; provided that if any document in the Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

**SCHEDULE 1 (ASSUMED EXECUTORY CONTRACTS)**

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium 2.0 LLC	Brennan Nacol	Non-Disclosure Agreement	None
Rhodium 2.0 LLC	Jacquelyn Letschert	Non-Disclosure Agreement	None
Rhodium 2.0 LLC	KeekBC LLC	Non-Disclosure Agreement	None
Rhodium 2.0 LLC	Pat and Cindy Hawkins	Non-Disclosure Agreement	None
Rhodium 2.0 LLC	R2BMI LLC	Non-Disclosure Agreement	None
Rhodium 2.0 LLC	Resolutions Real Estate Services LLC	Non-Disclosure Agreement	None
Rhodium 2.0 LLC	Ross Wlodawsky	Non-Disclosure Agreement	None
Rhodium Encore LLC	ERS Capital LLC	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	AXA AL	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	AXA XL Insurance	Excess Liability Insurance	None
Rhodium Enterprises, Inc.	Bart Mallon	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Bitmain Technologies Georgia Limited	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Blockchain Recovery Investment Consortium, LLC	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Colocation Technology Services	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Compute North Holdings	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Continental Casualty Company (CNA)	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Crawford & Co.	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Crowe LLP	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Brian Cullinan	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Endurance American Insurance Company	Excess Liability Insurance	None
Rhodium Enterprises, Inc.	EQ Private Company Solutions, Inc.	Services Order Form	None
Rhodium Enterprises, Inc.	Everest National Insurance Co	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Hudson Insurance Co.	Non-Disclosure Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Enterprises, Inc.	Ionic Digital Inc.	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	James Calvin	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Kintz Family Trust, Transcend Partners Legend Fun LLC & Nina Claire Fairbairn Revocable Trust	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Lexington Insurance Company	Excess Liability Insurance	None
Rhodium Enterprises, Inc.	Lexington Insurance Company	General Liability Insurance	None
Rhodium Enterprises, Inc.	Mara USA Corporation	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Marsh USA Inc.	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	National Union Fire Insurance Co of Pittsburgh (AIG)	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Navitas Global	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	New York Digital Investment Group	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Jonas Norr	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Orion Insurance Intermediaries	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Proof Capital Inc.	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	R. Dylong & Associates	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	RelaDyne Reliability Services	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Renata Skzoda	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	RSG Specialty	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	RSM US LLP	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	RSUI Group Inc.	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Matthew Smith	Non-Disclosure Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Enterprises, Inc.	The BVA Group LLC	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	US Data Mining Group Inc.	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	USDM Ventures LLC	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Vantage Risk Assurance Company	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Weaver and Tidwell LLP	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Westfield Specialty Insurance Company	Non-Disclosure Agreement	None
Rhodium Enterprises, Inc.	Whitley Penn	Non-Disclosure Agreement	None
Rhodium Industries LLC	AKG of America	Non-Disclosure Agreement	None
Rhodium Industries LLC	Akron Energy	Non-Disclosure Agreement	None
Rhodium Industries LLC	Aspen Speciality Insurance Company	Non-Disclosure Agreement	None
Rhodium Industries LLC	AT&T Corp	Non-Disclosure Agreement	None
Rhodium Industries LLC	Ben Barrington	Non-Disclosure Agreement	None
Rhodium Industries LLC	Blockware Solutions LLC	Non-Disclosure Agreement	None
Rhodium Industries LLC	Boston Energy & Marketing LLC (BETM)	Non-Disclosure Agreement	None
Rhodium Industries LLC	Paul Brewer	Non-Disclosure Agreement	None
Rhodium Industries LLC	Ethan Burchett	Non-Disclosure Agreement	None
Rhodium Industries LLC	Alicia Cataao	Non-Disclosure Agreement	None
Rhodium Industries LLC	Hayden Christie	Non-Disclosure Agreement	None
Rhodium Industries LLC	Max Cottrell	Non-Disclosure Agreement	None
Rhodium Industries LLC	Data Airflow LLC	Non-Disclosure Agreement	None
Rhodium Industries LLC	Dolphin Heat - Exchanger USA, Inc.	Non-Disclosure Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Industries LLC	Joseph Drake	Non-Disclosure Agreement	None
Rhodium Industries LLC	Keith Duncan	Non-Disclosure Agreement	None
Rhodium Industries LLC	Enviromatic Systems	Non-Disclosure Agreement	None
Rhodium Industries LLC	EPIC Blockchain	Non-Disclosure Agreement	None
Rhodium Industries LLC	Juan Escobar	Non-Disclosure Agreement	None
Rhodium Industries LLC	Fabric8Labs, Inc.	Non-Disclosure Agreement	None
Rhodium Industries LLC	Flowtrac	Non-Disclosure Agreement	None
Rhodium Industries LLC	FNK IR, LLC	Non-Mutual Non-Disclosure Agreement	None
Rhodium Industries LLC	Michael Foland	Non-Disclosure Agreement	None
Rhodium Industries LLC	Christopher Frenette	Non-Disclosure Agreement	None
Rhodium Industries LLC	Michael Hanrahan	Non-Disclosure Agreement	None
Rhodium Industries LLC	Hayden Industrial	Non-Disclosure Agreement	None
Rhodium Industries LLC	Bryan Helm	Non-Disclosure Agreement	None
Rhodium Industries LLC	Insperty	Non-Disclosure Agreement	None
Rhodium Industries LLC	Intel	Non-Disclosure Agreement	None
Rhodium Industries LLC	Jared Kellar	Non-Disclosure Agreement	None
Rhodium Industries LLC	Lancium LLC	Non-Disclosure Agreement	None
Rhodium Industries LLC	Steven Lopez	Non-Disclosure Agreement	None
Rhodium Industries LLC	Lu-Ve US Inc.	Non-Disclosure Agreement	None
Rhodium Industries LLC	Miljkovic, Dr. Nenard	Non-Disclosure Agreement	None
Rhodium Industries LLC	Moffitt LLC	Non-Disclosure Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Industries LLC	Anthony Morrison	Non-Disclosure Agreement	None
Rhodium Industries LLC	O'Neill Engineered Systems, Inc.	Non-Disclosure Agreement	None
Rhodium Industries LLC	OpenPath Securities (Motorola)	Non-Disclosure Agreement	None
Rhodium Industries LLC	Palatnyk, Victor	Non-Disclosure Agreement	None
Rhodium Industries LLC	Paul, Sean	Non-Disclosure Agreement	None
Rhodium Industries LLC	Ramos-Montanez, Jason	Non-Disclosure Agreement	None
Rhodium Industries LLC	Ramos-Montanez, Jason	Non-Disclosure Agreement	None
Rhodium Industries LLC	Roberts, Danuumall	Non-Disclosure Agreement	None
Rhodium Industries LLC	Rootstock Rivers LLC	Non-Disclosure Agreement	None
Rhodium Industries LLC	RT Speciality	Non-Disclosure Agreement	None
Rhodium Industries LLC	Rybak-Dow, Jefferson	Non-Disclosure Agreement	None
Rhodium Industries LLC	Segrest, Shon	Non-Disclosure Agreement	None
Rhodium Industries LLC	Segrest, Shon	Non-Disclosure Agreement	None
Rhodium Industries LLC	Sims, James	Non-Disclosure Agreement	None
Rhodium Industries LLC	Streicher, Jonathan	Non-Disclosure Agreement	None
Rhodium Industries LLC	Streicher, Jonathon	Non-Disclosure Agreement	None
Rhodium Industries LLC	Streicher, Jonathon	Non-Disclosure Agreement	None
Rhodium Industries LLC	Thompson, Max	Non-Disclosure Agreement	None
Rhodium Industries LLC	Tigges, Josh	Non-Disclosure Agreement	None
Rhodium Industries LLC	Top Speed Energy	Non-Disclosure Agreement	None
Rhodium Industries LLC	Upchurch, Schon	Non-Disclosure Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Industries LLC	Valastek, Cory	Non-Disclosure Agreement	None
Rhodium Industries LLC	ValueHash	Non-Disclosure Agreement	None
Rhodium Industries LLC	Verde Mining	Non-Disclosure Agreement	None
Rhodium Industries LLC	Victaulic Company	Non-Disclosure Agreement	None
Rhodium Industries LLC	Whalen, Joseph Richard	Non-Disclosure Agreement	None
Rhodium Industries LLC	Ziehl Abegg	Non-Disclosure Agreement	None
Rhodium Ready Ventures LLC	Accelerant Specialty Insurance Company	Property Insurance	None
Rhodium Renewables LLC	Christie, Hayden	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Cruz, Dean	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Drake, Joseph	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Duncan, Keith	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Energy Engineering Associates, Inc. dba EEA Consulting Engineers	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Escobar, Juan	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Foland, Michael	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Foxworth, Justin	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Freeman, Darius	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Hall, David	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Markel American Insurance Company	Non-Disclosure Agreement	None
Rhodium Renewables LLC	MP2 Energy LLC dba Shell Energy Solutions	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Segrest, Shon	Non-Disclosure Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Renewables LLC	Thompson, Max	Non-Disclosure Agreement	None
Rhodium Renewables LLC	Vargas, Brandon	Non-Disclosure Agreement	None
Rhodium Shared Services LLC	Aaron Booker	Severance Agreement	None
Rhodium Shared Services LLC	AccidentFund General Insurance Company	Workers Compensation Insurance	None
Rhodium Shared Services LLC	Aerotek, Inc.	Services Agreement	None
Rhodium Shared Services LLC	Alerus Financial, N.A	Online Services Agreement	None
Rhodium Shared Services LLC	Andrew Kleinheinz	Severance Agreement	None
Rhodium Shared Services LLC	Anthony Ausiello	Severance Agreement	None
Rhodium Shared Services LLC	Billy Collier, Jr.	Severance Agreement	None
Rhodium Shared Services LLC	Bryson Wells	Severance Agreement	None
Rhodium Shared Services LLC	Cassandra Mallory	Severance Agreement	None
Rhodium Shared Services LLC	Cassic Leschber	Severance Agreement	None
Rhodium Shared Services LLC	Chad Smith	Severance Agreement	None
Rhodium Shared Services LLC	Chris Fye	Severance Agreement	None
Rhodium Shared Services LLC	Christopher Alec Kerr	Severance Agreement	None
Rhodium Shared Services LLC	Craig Tarvin	Severance Agreement	None
Rhodium Shared Services LLC	David Wayne Shafer	Severance Agreement	None
Rhodium Shared Services LLC	Deborah Chandra	Severance Agreement	None
Rhodium Shared Services LLC	Ejan O'Rea	Severance Agreement	None
Rhodium Shared Services LLC	Ethan Chamberlain	Severance Agreement	None
Rhodium Shared Services LLC	Jack Sanders	Severance Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Jared Melillo	Severance Agreement	None
Rhodium Shared Services LLC	Jennifer Manz	Severance Agreement	None
Rhodium Shared Services LLC	JFDI Accountants	Agreement for Services	None
Rhodium Shared Services LLC	John Lewis Zoeckler	Severance and Consulting Agreement	None
Rhodium Shared Services LLC	Joshua Smith	Severance Agreement	None
Rhodium Shared Services LLC	Justin Howes	Severance Agreement	None
Rhodium Shared Services LLC	Kelly Rawls	Severance Agreement	None
Rhodium Shared Services LLC	Lane Ragsdale	Severance Agreement	None
Rhodium Shared Services LLC	Manuel Ramirez	Severance Agreement	None
Rhodium Shared Services LLC	Marshall Long	Severance Agreement	None
Rhodium Shared Services LLC	Michael Burnstein	Severance Agreement	None
Rhodium Shared Services LLC	Patrick Benavente	Severance Agreement	None
Rhodium Shared Services LLC	Paul Opoku	Severance Agreement	None
Rhodium Shared Services LLC	Rippling Technologies, Inc.	Benefits Provider Historical Contracts	None
Rhodium Shared Services LLC	Riveron Consulting, LLC	Professional Services Agreement	None
Rhodium Shared Services LLC	Roberto Leal	Severance Agreement	None
Rhodium Shared Services LLC	Rodney Mills	Severance Agreement	None
Rhodium Shared Services LLC	The Guardian Life Insurance Company of America	Indemnification Agreement	None
Rhodium Shared Services LLC	United Healthcare Services, Inc.	Billing and Collection Agreement	None
Rhodium Shared Services LLC	Unum Life Insurance Company of America	Master Application	None
Rhodium Shared Services LLC	Workday Inc	Non-Disclosure Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Zachery Hughes	Severance Agreement	None
Rhodium Shared Services LLC	Michael Foland	Independent Contractor Agreement	None
Rhodium Shared Services LLC	Cameron Blackmon	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Ashley Jonson	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Gavin Tang	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Kessha Spruill	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Christian Sartori	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jamie Estes	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Kyle Brossia	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Charles Topping	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Andrew Kleinheinz	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Less Davenport	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Charlie Steffens	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	christopher fye	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Matthew Smith	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Stevie Saganski	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	James Pratt	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Alexander Peloubet	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Zachary Sharp	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Rebecca Bartha	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Trey Scott	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Ethan Burchett	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Ben Barrington	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Max Cottrell	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Katherine Butti	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	David Hall	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Chris Frenette	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Joseph Whalen	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Cory Valastek	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Jonathon Streicher	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jefferson Rybak-Dow	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Michelle Rathbun Saganski	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Anthony Ausiello	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Anthony Ausiello	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Isaiah Gonzalez	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jack Sanders	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Chase Blackmon	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Zachary Kerr	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Brandon McWard	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Andrew Mulac	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Rebecca Rice	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Brendan Cottrell	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Luke Ferrell	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Michael Grider	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Nicholas Howard	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Spencer Gilliland	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Roberto Leal	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Daniel Najacht	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Ulises Diaz	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Matthew Williams	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Zachary Hughes	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jorge Calderon	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Sean Conner	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Devane Jarmon	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Mike Machado	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Demetri Lara	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jordan Porter	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Steven Lopez	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Alec Santellan	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	John Ritenour	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Viktor Palatnyk	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	James Davenport	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jared Kellar	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Danjumall Roberts	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Bryan Helm	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Max Thompson	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Justin Foxworth	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Promise Ayansiji	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Noah Rodriguez	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Chauncey Harrison	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Bruce Kutsche	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Timothy Turnipseed	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Amber Hames	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jonathan Hall	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Will Boardman	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jared Melillo	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Deborah Chandra	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Ryan Abalos	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Billy Collier	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Mike Norman	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Sulema Martinez	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Ivan Almaraz	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Billy Jr Collier	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Billy Jr Collier	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Manuel Ramirez	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Lane Ragsdale	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Ethan Chamberlain	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Ethan Chamberlain	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jackson Stewart	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Caleb VanZoeren	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Kevin Woods	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Zach Scheich	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Joe Gryzan	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Alicia Cataao	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Darius Freeman	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Robert Mulkey	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jim Sanchez	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jim Sanchez	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Kyle Smith	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Juan Escobar	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Kevin Hays	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Sean Paul	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Hayden Christie	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Schon Upchurch	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Michael Hanrahan	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Josh Tigges	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Anthony Morrison	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Tyrone Turner	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Dylan Kessler	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Erik Thompson	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Luke Landers	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Christopher Kerr	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Peter Richison	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Terry Dietrick	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Justin Howes	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Marshall Long	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Morgan Soule	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Odilton Barreto	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Cassandra Mallory	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Paul Opoku	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Patrick Benavente	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Patrick Benavente	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Adrian Gonzalez	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jose Ramirez	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Christopher Clements	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Kelly Rawls	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Bryson Wells	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Ethan Sharp	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Nathan Nichols	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Nathan Nichols	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Amarnath Mamidi	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Wade Rogers	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Roger Grider	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Marco Toledo	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Thomas Duffles	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Brandon Vargas	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Jonathan Adam	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Brandon Thomas	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Dean Cruz	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Shon Segrest	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Paul Brewer	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None

<b>Debtor Name</b>	<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Cure Amount</b>
Rhodium Shared Services LLC	Joseph Drake	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	James Sims	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Adam Dyer	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Shared Services LLC	Shane Phillips	Confidentiality, Proprietary Rights, and Protective Covenants Agreement	None
Rhodium Technologies LLC	Proof Capital Alternative Growth Fund	Binding Agreement to Equitize Debt	None
Rhodium Technologies LLC	Proof Capital Alternative Income Fund	Binding Agreement to Equitize Debt	None
Rhodium Technologies LLC	Proof Proprietary Investment Fund Inc.	Binding Agreement to Equitize Debt	None
Rhodium Technologies LLC	Coinbase Inc	Non-Disclosure Agreement	None
Rhodium Technologies LLC	DRW Derivatives LLC (Cumerbland)	Non-Disclosure Agreement	None
Rhodium Technologies LLC	Ippolito, Ian	Non-Disclosure Agreement	None
Rhodium Technologies LLC	Johnston, Heather	Non-Disclosure Agreement	None
Rhodium Technologies LLC	LeFebvre, Jon	Non-Disclosure Agreement	None

**EXHIBIT E**

**SCHEDULE OF REJECTED CONTRACTS**

As set forth in Article VIII of the Plan, and in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors, pursuant to a 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 assumed on the attached schedule of Assumed Contracts.

**EXHIBIT F  
TO BE FILED WITH THE AMENDED  
PLAN SUPPLEMENT**

Fill in this information to identify the case:

Debtor 1 Rhodium Enterprises, Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas, Houston Division

Case number 24-90454

Official Form 410

Proof of Claim

8/22

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor? Caleb VanZoeren  
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?  No  
 Yes. From whom? \_\_\_\_\_

<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>Caleb VanZoeren</u> <u>c/o Winstead PC Attn: Annmarie Chiarello</u> Name <u>500 Winstead Building, 2728 N. Harwood Street</u> Number Street <u>Dallas TX 75201</u> City State ZIP Code Contact phone <u>(214) 745-5410</u> Contact email <u>achiarello@winstead.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>Caleb VanZoeren</u> Name <u>1005 Riverside Road</u> Number Street <u>Old Hickory TN 37138</u> City State ZIP Code Contact phone <u>(434) 249-1511</u> Contact email <u>calebvz@hotmail.com</u></p>
---------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. Does this claim amend one already filed?  No  
 Yes. Claim number on court claims registry \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



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

6. **Do you have any number you use to identify the debtor?**  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. **How much is the claim?** At least, \$265,000.00  
See attached addendum

**Does this amount include interest or other charges?**  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?** Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.  
See attached addendum

9. **Is all or part of the claim secured?**  No  
 Yes. The claim is secured by a lien on property.

**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_  
 Attach redacted copies of document, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of Property:** \_\_\_\_\_

**Amount of the claim that is secured:** \_\_\_\_\_

**Amount of the claim that is unsecured:** \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_  
 Fixed  
 Variable

10. **Is this claim based on a lease?**  No  
 Yes. **Amount necessary to cure any default as of the date of the petition.** \_\_\_\_\_

11. **Is this claim subject to a right of setoff?**  No  
 Yes. Identify the property: See attached addendum

12. **Is all or part of the claim entitled to**  No  
 Yes. *Check all that apply:*

**Amount entitled to priority**

**priority under 11 U.S.C. § 507(a)?**

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

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ \_\_\_\_\_
- Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_
- Wages, salaries, or commissions (up to \$15,150\* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$15,150 \_\_\_\_\_
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_
- Other. Specify subsection of 11 U.S.C. § 507(a)(\_\_\_\_) that applies. \$ \_\_\_\_\_

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

**Part 3: Sign Below**

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

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.**

**18 U.S.C. §§ 152, 157, and 3571.**

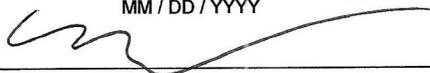
Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 4/28/2025  
MM / DD / YYYY  
  
\_\_\_\_\_  
Signature

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

Name Caleb VanZoeren  
First name Middle name Last name

Title Individual

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

Address 1005 Riverside Road  
Number Street

Old Hickory TN 37138  
City State ZIP Code

Contact phone (434) 249-1511 Email calebvz@hotmail.com

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

<b>IN RE:</b>	§	<b>Chapter 11</b>
	§	
<b>RHODIUM ENTERPRISES, INC.,</b>	§	<b>Case No. 24-90454</b>
	§	
<b>DEBTOR.</b>	§	
	§	

**ADDENDUM TO PROOF OF CLAIM FILED BY CALEB VANZOEREN**

**Claimant and Basis, Description of Claim, and Amount of Claim:**

The Proof of Claim to which this Addendum is attached, and of which this Addendum is a part, asserts the claim of Caleb VanZoeren (the "Employee") against Rhodium Enterprises, Inc. (the "Debtor") in the above-captioned and styled bankruptcy case (the "Bankruptcy Case").

On August 29, 2024 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), thereby initiating the Bankruptcy Case.

Prior to the Petition Date, the Debtor and the Employee were parties to the following (collectively and as may or has been amended, supplemented, or modified from time to time, the "Contract")<sup>1</sup>

- That certain Executive Employment Agreement by and between the Employee and Rhodium Shared Services LLC, effective January 1, 2023;
- That certain Amendment to Executive Employment Agreement by and between the Employee and Rhodium Shared Services LLC, effective January 1, 2023;
- That certain Rhodium Enterprises, Inc. Amended & Restated 2022 Omnibus Incentive Plan by and between the Debtor and the Employee and Restrict Stock Unit Grant Notices issued pursuant to the same;
- That certain Incentive Unit Award Agreement by and between Rhodium Technologies, LLC and the Employee, dated January 1, 2021;

<sup>1</sup> A true and correct copy of the Contract is incorporated herein for all purposes. The Contract is voluminous and not attached hereto. Subject to an appropriate protective order or confidentiality agreement, the Contract will be made available by contacting Annmarie Chiarello at [achiarello@winstead.com](mailto:achiarello@winstead.com).

As of the Petition Date, the Debtor was indebted to the Employee in the amount of at least \$265,000.00 pursuant to the Contract and the breach of the same (collectively, the "Claim").

\$15,150 of the Claim is entitled to priority wage claim status pursuant to Section 507(a)(4) of the Bankruptcy Code because the Claim include wages, salaries, or commissions, including vacation, severance, and sick leave pay under the Contract.

For the avoidance of doubt, the claims asserted and set forth in this Proof of Claim are filed as unsecured claims. The Employee reserves all right of setoff pursuant to Section 553 of the Bankruptcy Code and the Contract.

However, in addition to the foregoing claims, and with regard to any unliquidated or contingent claim, while such claim (or claims) cannot be reasonably calculated at this time, the Employee does not waive and expressly reserves his rights thereto by not stating a specific amount at this time. The Employee further reserves the right to claim that all or any portion of the amounts claimed in this Proof of Claim after the Petition Date are administrative expenses entitled to an administrative claim pursuant to section 507(a) of the Bankruptcy Code.

**Reservation of Rights:**

The Employee's claim(s) on account of the Claim constitutes unsecured claim(s) as provided by Section 502 of the Bankruptcy Code, and as otherwise provided by the Bankruptcy Code and applicable law. Interest, costs of collection, attorneys' fees, and other associated costs and expenses continue to accrue following the Petition Date, pursuant to the provisions of the Contract, except to the extent prohibited by the Bankruptcy Code and applicable law.

The Employee reserves the right to amend or supplement this Proof of Claim at any time and for any reason, including, without limitation: (a) to increase or otherwise adjust the total claim amount, or any component thereof, as a result of additional information or otherwise; (b) to revise

estimated amounts or substitute actual amounts for estimated amounts; and (c) to revise any of the statements and information contained herein or to add new information and/or documents relating to the claim asserted hereby.

The filing of this Proof of Claim is not an election of remedies, and the Employee does not waive, and expressly reserves, any and all rights it may have under the Contract, any related document, instrument or agreement, or applicable law against any person, entity, or property relating to the Contract and/or the claim asserted hereby, including, without limitation, the Debtor, or any of the Debtor's affiliates or other obligors under the Contract or any other related agreement.

**DATED: April 28, 2025**