

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

<p>In re:</p> <p>RHODIUM ENCORE LLC, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 24-90448 (ARP)</p> <p>(Jointly Administered)</p>
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STIPULATION REGARDING CLAIM AMOUNT

Rhodium Enterprises, Inc. (“**REI**”), the wind down Debtor entity (the “**Wind Down Debtor**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) of Rhodium Encore LLC and its affiliated debtors and debtors in possession (the “**Debtors**”) by and through its undersigned counsel, and Permit Ventures, LLC (the “**SAFE Holder**”), hereby stipulate and agree as set forth below.

RECITALS

WHEREAS, on October 9, 2025, the Debtors filed the *Second Amended Schedules of Assets and Liabilities for Rhodium Enterprises, Inc. Case No. 24-90454 (ARP)* [Docket No. 1767], which identified the face amount listed on the SAFE agreement (the “**Purchase Amount**”) between REI and the SAFE Holder as the amount of the SAFE Holder’s claim, and

¹ 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), Jordan HPC Sub LLC (0463), Rhodium 2.0 Sub LLC (5319), Rhodium 10MW Sub LLC (3827), Rhodium 30MW Sub LLC (4386), Rhodium Encore Sub LLC (1064), Rhodium Enterprises, Inc. (6290), Rhodium Industries LLC (4771), Rhodium Ready Ventures LLC (8618), Rhodium Renewables LLC (0748), Air HPC LLC (0387), Rhodium Renewables Sub LLC (9511), Rhodium Shared Services LLC (5868), and Rhodium Technologies LLC (3973). The mailing and service address of Debtors in these chapter 11 cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.



WHEREAS, section 4.7(b) of the *Second Amended Joint Chapter 11 Plan of Liquidation for Rhodium Encore LLC and Its Affiliated Debtors* [Docket No. 2062] (the “**Plan**”) provides that the SAFE Holder’s claim is allowed in an amount equal to the Purchase Amount, plus applicable interest, and

WHEREAS, the SAFE Holder’s Purchase Amount is different than the amount that the SAFE Holder claimed in its proof of claim, and

WHEREAS, the Wind Down Debtor and the SAFE Holder believe it is in the best interests of the Debtors’ estates and potential recoveries to all stakeholders to settle certain matters related to the SAFE Holder’s claim.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Wind Down Debtor and the SAFE Holder stipulate and agree as follows:

1. The SAFE Holder’s claim is Allowed (as defined in Section 1.3(iv) of the Plan) in the amount of \$500,000.00, plus applicable interest.
2. Nothing contained in this Stipulation shall alter the treatment of the SAFE Holder’s claim under the Plan

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STIPULATED AND AGREED:

Dated: March 18, 2026

AKIN GUMP STRAUSS HAUER & FELD LLP

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- and -

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