

**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)
	§	

**AMENDED² JOINT EXHIBIT LIST FOR
HEARINGS SCHEDULED FOR DECEMBER 3, 2025**

Main Case No: 24-90448 (ARP)	Name of Debtor: Rhodium Encore LLC, <i>et al.</i>
Witnesses:	Judge: Alfredo R. Perez
Michael Robinson	Courtroom Deputy: Akeita House
David Eaton	Hearing Date and Time: December 3, 2025, at 9:30 a.m.
Jeffrey Miller	
Mitchell Hurley	
Any witness called or designated by any other party	Party's Name: Rhodium Encore LLC, <i>et al.</i> , Ad Hoc Group of SAFE Parties, and the Special Committee of the Board of Directors of Rhodium Enterprises, Inc. (the "Parties")

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.

² At Docket No. 2079, the Parties filed Exhibits 1-107. The Parties are adding, to this Amended Witness and Exhibit List, Exhibits 108, 109, 110, and 111 (as indicated in bold lettering).



Any witness necessary to rebut the evidence or testimony of any witness offered or designated by any other party	Attorneys' Name: Patricia B. Tomasco, Razmig Izakelian, Sarah Link Schultz, Mitchell Hurley, Trace Schmeltz, Kenneth Kansa
	Attorneys' Phone: 713-221-7000
	Nature of Proceeding: Confirmation hearing on the Second 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. 2062)

EXHIBITS

EXHIBIT NO.	DESCRIPTION	O F F E R E D	O B J E C T I O N	ADMITTED/ NOT ADMITTED	DISPOSITION
1	Declaration of David M. Dunn in Support of Chapter 11 Petitions and First Day Relief (Filed by Rhodium Encore LLC) (Docket No. 0035)				
2	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)				
3	Disclosure Statement for First Amended Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC and its Affiliated Debtors (Docket No. 1832)				
4	Notice of Filing of Liquidation Analysis Related to the Disclosure Statement for the Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC And its Affiliated Debtors (Docket No. 1813)				
5	Order (A) Conditionally Approving the Adequacy of the Disclosure Statement; (B) Approving the Solicitation Procedures and Solicitation Packages; (C) Scheduling Combined Hearing; (D) Establishing Procedures for Objecting to the Plan and Final Approval of the Disclosure Statement; (E) Approving the Form, Manner, and Sufficiency of Notice of the Combined Hearing, and (F) Granting Related Relief. (Docket No. 1834)				
6	Notice of Filing Plan Supplement For First Amended Joint Chapter 11 Plan of Liquidation For Rhodium Encore LLC And Its Affiliated Debtors				

EXHIBIT NO.	DESCRIPTION	O F F E R E D	O B J E C T I O N	ADMITTED/ NOT ADMITTED	DISPOSITION
	Proposed by Debtors and Ad Hoc Group of Safe Parties (Docket No. 2001)				
7	Notice of Filing Second 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. 2051)				
8	Notice of Filing of Settlement Stipulation by and Between the Debtors, Acting Through the Special Committee, the Safe AHG, the Transcend Group, and the Other Encore Parties (Docket No. 2006)				
9	Certification of Jeffrey Miller Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the First Amended Joint Chapter 11 Plan of Liquidation for Rhodium Encore LLC and its Debtor Affiliates Proposed by Debtors and Ad Hoc Group of SAFE Parties (Docket No. 2050)				
10	Declaration of Michael Robinson in Support of Confirmation of the Second 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. 2063)				
11	Declaration of David Eaton in Support of Plan Confirmation (Docket No. 2074)				
12	OMITTED				
13	Order Overruling Debtors' Omnibus Objection at ECF No. 1126 to the SAFE Proofs of Claim (Docket No. 1593)				
14	Debtors' Second Omnibus Objection to Certain Claims Pursuant to Bankruptcy Code Sections 502(B), Bankruptcy Rule 3007, and Local Rule 3007-1 Because Claims Have Been Satisfied and Based on Other Substantive Grounds (Docket No. 1764)				
15	SAFE Agreement by and between Rhodium Enterprises, Inc. and Celsius Core LLC dated June 2, 2021				
16	September 29, 2022, Warrant Issued to Imperium Investments Holdings LLC				

EXHIBIT NO.	DESCRIPTION	O F F E R E D	O B J E C T I O N	ADMITTED/ NOT ADMITTED	DISPOSITION
17	July 2, 2021, Purchase Agreement between Rhodium Enterprises, Inc. and GRF Tiger Trust				
18	July 2, 2021, Purchase Agreement between Rhodium Enterprises, Inc. and Kingdom Trust Co-Emily IRA				
19	July 2, 2021, Purchase Agreement between Rhodium Enterprises, Inc. and Kingdom Trust Co-Malcolm IRA				
20	July 2, 2021, Purchase Agreement between Rhodium Enterprises, Inc. and Kintz Family Trust				
21	July 2, 2021, Purchase Agreement between Rhodium Enterprises, Inc. and NCF Eagle Trust				
22	October 1, 2021, Warrant to Purchase Shares of Common Stocks Issued to GRF Tiger Trust				
23	October 1, 2021, Warrant to Purchase Shares of Common Stocks Issued to Kingdom Trust C-Emily IRA				
24	October 1, 2021, Warrant to Purchase Shares of Common Stocks Issued to Kingdom Trust C-Malcolm IRA				
25	October 1, 2021, Warrant to Purchase Shares of Common Stocks Issued to Kintz Family Trust				
26	October 1, 2021, Warrant to Purchase Shares of Common Stocks Issued to NCF Eagle Trust Warrant				
27	Notice of Filing Plan Support Agreement (Docket No. 1747)				
28	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. 1749)				
29	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. 1750)				
30	Disclosure Statement for Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC and Its Affiliated Debtors (Docket No. 1751)				

EXHIBIT NO.	DESCRIPTION	O F F E R E D	O B J E C T I O N	ADMITTED/ NOT ADMITTED	DISPOSITION
31	Emergency Motion of the Debtors and the Ad Hoc Group of SAFE Parties for Entry of an Order (A) Conditionally Approving the Adequacy of the Disclosure Statement; (B) Approving the Solicitation Procedures and Solicitation Packages; (C) Scheduling a Combined Hearing; (D) Establishing Procedures for Objecting to the Plan and Final Approval of the Disclosure Statement; (E) Approving the Form, Manner, and Sufficiency of Notice of the Combined Hearing; and (F) Granting Related Relief (Docket No. 1752)				
32	Disclosure Statement for First Amended Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC and its Affiliated Debtors (Docket No. 1822)				
33	OMITTED				
34	Declaration of Mitchell P. Hurley in Support of Plan Confirmation - MEDIATION CONFIDENTIAL				
35	Akin Gump Strauss Hauer & Feld LLP ("Akin") Invoice to Blockchain Recovery Investment Consortium, LLC ("BRIC") for September 2024 – CONFIDENTIAL – Subject to 502(d) Order				
36	Akin Invoice to BRIC for October 2024 – CONFIDENTIAL – Subject to 502(d) Order				
37	Akin Invoice to BRIC for November 2024 – CONFIDENTIAL – Subject to 502(d) Order				
38	Akin Invoice to BRIC for December 2024 – CONFIDENTIAL – Subject to 502(d) Order				
39	Akin Invoice to BRIC for January 2025 – CONFIDENTIAL – Subject to 502(d) Order				
40	Akin Invoice to BRIC for February 2025 – CONFIDENTIAL – Subject to 502(d) Order				
41	Akin Invoice to BRIC for March 2025 – CONFIDENTIAL – Subject to 502(d) Order				
42	Akin Invoice to BRIC for April 2025 – CONFIDENTIAL – Subject to 502(d) Order				
43	Akin Invoice to BRIC for May 2025 – CONFIDENTIAL – Subject to 502(d) Order				
44	Akin Invoice to BRIC for June 2025 – CONFIDENTIAL – Subject to 502(d) Order				

EXHIBIT NO.	DESCRIPTION	O F F E R E D	O B J E C T I O N	ADMITTED/ NOT ADMITTED	DISPOSITION
45	Akin Invoice to BRIC for July 2025 – CONFIDENTIAL – Subject to 502(d) Order				
46	Akin Invoice to BRIC for August 2025 – CONFIDENTIAL – Subject to 502(d) Order				
47	Akin Invoice to BRIC for September 2025 – CONFIDENTIAL – Subject to 502(d) Order				
48	Akin Invoice to BRIC for October 2025 – CONFIDENTIAL – Subject to 502(d) Order				
49	Letter from Celsius Holdings US LLC (“Celsius”) to the United States Trustee (September 19, 2024) (Docket No. 1356-77)				
50	Letter from Quinn Emanuel to the United States Trustee (September 25, 2024) (Docket No. 1394-14)				
51	Letter from Akin to United States Trustee (November 25, 2024)				
52	Engagement Letter Between Akin and BRIC (September 14, 2024) – HIGHLY CONFIDENTIAL – PROFESSIONALS’ EYES ONLY				
53	Engagement Letter Between Akin and the Ad Hoc Group of Safe Parties (November 13, 2024) (redacted) - HIGHLY CONFIDENTIAL – PROFESSIONALS’ EYES ONLY				
54	Letter from the SAFE AHG to the Debtors (October 8, 2024) (Docket No. 1079-15, Ex. N)–CONFIDENTIAL				
55	Letter from the SAFE AHG to Debtors (November 7, 2024) (Docket No. 1079-16, Ex. O)				
56	Notice of the Ad Hoc Group of SAFE Parties’ Subpoenas Duces Tecum and Ad Testificandum to Imperium Investment Holdings LLP (March 1, 2025)				
57	Letter from the Debtors to the SAFE AHG (October 21, 2024)				
58	Letter from the SAFE AHG to the Debtors and Special Committee (January 21, 2025)				
59	Letter from the SAFE AHG to the Debtors (January 23, 2025) –CONFIDENTIAL				

EXHIBIT NO.	DESCRIPTION	O F F E R E D	O B J E C T I O N	ADMITTED/ NOT ADMITTED	DISPOSITION
60	Letter from the SAFE AHG to Debtors and the Special Committee (April 5, 2025)				
61	Email from the SAFE AHG to Debtors re “Rhodium – Diligence Requests” (January 6, 2025) – CONFIDENTIAL				
62	Email from the Debtors to the SAFE AHG re “Rhodium – Diligence Requests” (January 8, 2025) – CONFIDENTIAL				
63	Email Chain between the SAFE AHG and the Special Committee (January 14-15, 2025)				
64	Letter from the SAFE AHG to the Debtors (January 27, 2025) (Docket No. 1079-17, Ex. P)				
65	Letter from the SAFE AHG to Debtors and the Special Committee (December 26, 2024) (Docket No. 1079-21, Ex. T) – CONFIDENTIAL				
66	Letter from the Special Committee to the SAFE AHG (December 30, 2024) – CONFIDENTIAL				
67	Letter from the SAFE AHG to Debtors and the Special Committee (January 10, 2025) (Docket No. 1079-18, Ex. Q) – CONFIDENTIAL				
68	Email with Notice of Claim from Claims Advocate to Rhodium’s Insurance Carriers re: SAFE AHG Letters (January 22, 2025) (Docket No. 1493-1, Ex. A) – CONFIDENTIAL				
69	Email from the SAFE AHG to the Special Committee (July 23, 2025) – CONFIDENTIAL				
70	Email from Debtors to the SAFE AHG (January 10, 2025) – CONFIDENTIAL				
71	Email from Debtors to the SAFE AHG (January 10, 2025) – CONFIDENTIAL				
72	Email from the Debtors to the SAFE AHG (January 16, 2025) – CONFIDENTIAL				
73	Email Chain between the SAFE AHG and the Special Committee (January 27-30, 2025)				
74	Email Chain between the Debtors and the SAFE AHG (May 28, 2025) – CONFIDENTIAL				
75	Email from the SAFE AHG to the Special Committee (January 23, 2025) – CONFIDENTIAL				

EXHIBIT NO.	DESCRIPTION	O F F E R E D	O B J E C T I O N	ADMITTED/ NOT ADMITTED	DISPOSITION
76	Email from the Special Committee to the SAFE AHG (February 5, 2025) (Docket No. 1079-19, Ex. R) – CONFIDENTIAL				
77	Letter from the Special Committee to the Founders (April 5, 2025) (Docket No. 1246-9, Ex. I) – CONFIDENTIAL				
78	Letter from the Special Committee to the Founders (April 19, 2025) (Docket No. 1246-8, Ex. H) – CONFIDENTIAL				
79	Letter from the SAFE AHG to the Debtors and Special Committee (August 26, 2025)				
80	Email from Province to the SAFE AHG, Debtors, Special Committee, and Imperium (February 6, 2025) – CONFIDENTIAL				
81	Transcript of Chase Blackmon Deposition (October 22, 2025) – MEDIATION CONFIDENTIAL				
82	Letter from SAFE AHG to Debtors (March 5, 2025) – MEDIATION CONFIDENTIAL				
83	Email from Judge Mullin to the SAFE AHG and Debtors (March 23, 2025) – MEDIATION CONFIDENTIAL				
84	Email from the SAFE AHG to Debtors (February 20, 2025) with attached Slide Deck re: Riot Deal from Whinstone Mediation – MEDIATION CONFIDENTIAL				
85	Email from the SAFE AHG to Riot (February 27, 2025) with attached Akin Term Sheet re: Riot Settlement – MEDIATION CONFIDENTIAL				
86	SAFE AHG Letter to the Special Committee (February 26, 2025) – MEDIATION CONFIDENTIAL				
87	Special Committee Letter to the SAFE AHG (March 3, 2025) – MEDIATION CONFIDENTIAL				
88	SAFE AHG Letter to the Special Committee (March 5, 2025) – MEDIATION CONFIDENTIAL				
89	Email Chain between the SAFE AHG, Special Committee, Transcend, and Other Creditors (April 2025) - MEDIATION CONFIDENTIAL				

EXHIBIT NO.	DESCRIPTION	O F F E R E D	O B J E C T I O N	ADMITTED/ NOT ADMITTED	DISPOSITION
90	Whinstone US, Inc. v. Imperium Inv. Holdings LLC, et al., Case No. 24-03240 (ARP), Mar. 19, 2025 Hearing Transcript (Docket No. 48)				
91	Email Chain between Province and SAFE AHG (May 30-June 1, 2025) – CONFIDENTIAL				
92	OMITTED				
93	Letter from the SAFE AHG to Debtors and Counsel for the Founders (March 10, 2025)				
94	OMITTED				
95	May 27, 2025 Hearing Transcript (Docket No. 1215)				
96	June 20, 2025 Hearing Transcript (Docket No. 1359)				
97	Letter from the SAFE AHG to Debtors and the Special Committee (November 24, 2025) – CONFIDENTIAL				
98	Email from SAFE AHG to Counsel for Transcend Group and Special Committee (August 18, 2025) (Docket No. 1564-6, Ex. F) – CONFIDENTIAL				
99	OMITTED				
100	Email from SAFE AHG to Special Committee, M. Robinson, UCC, and Transcend Group (August 9, 2025) (Docket No. 1564-4, Ex. D) – CONFIDENTIAL				
101	Email from Special Committee to SAFE AHG (August 3, 2025) (Docket No. 1564-2, Ex. B) – CONFIDENTIAL				
102	Aug. 4 Status Conference Hearing Transcript (Docket No. 1514)				
103	Email from SAFE AHG to Special Committee and Transcend Group (August 14, 2025) (Docket No. 1564-5, Ex. E) – CONFIDENTIAL				
104	First Amendment to the Fourth Amended and Restated Operating Agreement of Rhodium Technologies LLC (Docket No. 1564-8, Ex. H) – CONFIDENTIAL				
105	345 Partners SPV2 LLC v. Nichols, Adv. No. 25-03413 (ARP) (Bankr. S.D. Tex. Jan. 21, 2025) (Docket No. 1-3)				

EXHIBIT NO.	DESCRIPTION	O F F E R E D	O B J E C T I O N	ADMITTED/ NOT ADMITTED	DISPOSITION
106	Email from the SAFE AHG to Province, Debtors, Imperium, and the Special Committee (February 6, 2025) – CONFIDENTIAL				
107	Chart of Categorized Akin Gump Strauss Hauer & Feld LLP Time Entries – CONFIDENTIAL				
108	Corrected Declaration of Mitchell P. Hurley in Support of Plan Confirmation (Docket No. 2085, sealed; Docket No. 2086, redacted) – MEDIATION CONFIDENTIAL				
109	Term Sheet re: Settlement of Rhodium D&O Claims (October 6, 2025) –CONFIDENTIAL				
110	Amended Notice of Filing Amended Plan Supplement for Second 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. 2103)				
111	Second 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. 2062)				
	Rebuttal exhibits (if any)				
	Any other pleading filed by a party in this case				
	Any exhibit identified or offered by any other party				

The Parties reserve the right to supplement or amend this Witness and Exhibit List at any time before the Hearing.

Respectfully submitted this 2nd day of December, 2025.

**QUINN EMANUEL URQUHART &
SULLIVAN, LLP**

/s/ Patricia B. Tomasco

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Attorneys for the Ad Hoc Group of SAFE Parties

CERTIFICATE OF SERVICE

I hereby certify that a copy of the attached Amended Joint Exhibit List was served on the 2nd day of December, 2025, via the Clerk of the Court through the CM/ECF system to all parties who have appeared in this case through counsel or who have submitted a request for service by CM/ECF.

/s/ Patricia B. Tomasco
Patricia B. Tomasco

**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>§</p>	<p>Chapter 11</p> <p>Case No. 24-90448 (ARP)</p> <p>(Jointly Administered)</p>
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**CORRECTED DECLARATION OF MITCHELL P. HURLEY IN SUPPORT OF
PLAN CONFIRMATION**

Under 28 U.S.C. § 1746, I, Mitchell P. Hurley, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am an attorney in good standing and duly licensed to practice law in the State of New York. I have been admitted to practice *pro hac vice* before this Court in connection with this matter. I am a partner at the law firm of Akin Gump Strauss Hauer & Feld LLP (“Akin”).
2. I am lead counsel to the Ad Hoc Group of SAFE Parties (“SAFE AHG”) in connection with this matter.
3. I submit this Declaration in support of the *Plan Proponents’ Memorandum of Law in Support of Confirmation of the Second Amended Joint Chapter 11 Plan of Reorganization of Rhodium Encore LLC and its Affiliated Debtors*, which is submitted contemporaneously herewith.²

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.

² All terms not defined in the Declaration have the meaning given to them in the Plan, the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC and Its Affiliated Debtors* [Dkt.

4. Much of the evidence in support of the SAFE Substantial Contribution Claim is provided in the accompanying Declaration of David Eaton, one of the Debtors' independent directors, and a member of the Debtors' special committee of the board of directors of Rhodium Enterprises, Inc. ("Special Committee"), or in the exhibits attached to the accompanying Joint Exhibit List for Hearings Scheduled for December 3, 2025, or is otherwise available on the Court's docket. [REDACTED]

[REDACTED]

[REDACTED]

5. The SAFE AHG's counsel followed closely the pleadings and proceedings relating to the Debtors' motion to assume contracts pursuant to which Whinstone supplied power to the Debtors at below market rates (the "Power Contracts"). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

No. 1832] or the *Plain Proponents' Memorandum of Law in Support of Confirmation of the Second Amended Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC and its Affiliated Debtors*.

6. The Whinstone mediation proceeded in person in Dallas on the morning of February 19, 2025. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Dated: December 1, 2025

/s/ Mitchell P. Hurley
Mitchell P. Hurley

EXHIBIT 109
FILED UNDER SEAL

**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)
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	§	
	§	

**AMENDED NOTICE OF FILING AMENDED PLAN SUPPLEMENT FOR SECOND
AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION FOR RHODIUM ENCORE
LLC AND ITS AFFILIATED DEBTORS PROPOSED BY DEBTORS AND
AD HOC GROUP OF SAFE PARTIES²**

PLEASE TAKE NOTICE that on November 19, 2025, the above-captioned debtors and debtors-in-possession (collectively, the “*Debtors*”) and the Ad Hoc Group of SAFE Parties (the “*SAFE AHG*” and with the Debtors, the “*Plan Proponents*”) filed the *Notice of Filing of Plan Supplement for 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. 2001) (the “*First Plan Supplement*”) with the United States Bankruptcy Court for the Southern District of Texas (the “*Court*”).

PLEASE TAKE FURTHER NOTICE that 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), the Plan Proponents filed the

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.

² This Notice is amended to replace Exhibit B-2.

Second 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. 2051) (the “**Second Plan Supplement**”).

PLEASE TAKE FURTHER NOTICE that on November 30, 2025, the Plan Proponents filed the *Second 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. 2062) (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “**Plan**”) with the Court.

PLEASE TAKE FURTHER NOTICE that as contemplated by the Plan, the Plan Proponents hereby file the *Amended Plan Supplement for Second 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* (“**Amended Plan Supplement**,” and together with the First Plan Supplement and Second Plan Supplement, the “**Plan Supplement**”). Capitalized Terms used by 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):

EXHIBIT	DOCUMENT	NOTE
A	Severance and Employment Contract Rejection Payments	Document Unchanged
B-1	Identity of Plan Administrator	Document Unchanged
B-2	Plan Administrator Agreement	Document Revised
C	Schedule of Retained Causes of Action	Document Revised
D	Schedule of Assumed Contracts	Document Revised
E	Schedule of Rejected Contracts	Document Unchanged

EXHIBIT	DOCUMENT	NOTE
F	Wind Down Budget	Document Unchanged

EXHIBITS A, B-1, E AND F ARE IDENTICAL TO THOSE PREVIOUSLY FILED WITH THE FIRST PLAN SUPPLEMENT AND SECOND PLAN SUPPLEMENT. EXHIBIT B-2 HAS BEEN REVISED AS SHOWN IN ANNEX 1 TO THIS NOTICE. EXHIBIT C HAS BEEN REVISED AS SHOWN IN ANNEX 2 TO THIS NOTICE. EXHIBIT D – SCHEDULE OF ASSUMED CONTRACTS HAS BEEN REVISED (AT PAGE XIX OF EXHIBIT D) TO ADD THE FOLLOWING EXECUTORY CONTRACTS:

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
Rhodium Shared Services LLC	UnitedHealthcare Insurance Company	Health Insurance ³	None
Rhodium Shared Services LLC	The Guardian Life Insurance Company of America	Dental, Vision, Short-Term Disability, Life Insurance	None

PLEASE TAKE FURTHER NOTICE that 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

³ The contract between Rhodium Shared Services LLC and UnitedHealthcare Insurance Company is a post-petition contract, which will end on December 31, 2025, following its termination by Rhodium Shared Services LLC. To avoid any misunderstanding or confusion regarding this contract, the Plan Proponents included it in the revised Exhibit D – Schedule of Assumed Contracts.

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**”).

PLEASE TAKE FURTHER NOTICE that 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.

PLEASE TAKE FURTHER NOTICE that 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: December 2, 2025
Houston, Texas

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

/s/ Patricia B. Tomasco

Patricia B. Tomasco (SBN 01797600)
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Counsel for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I, Patricia B. Tomasco, hereby certify that on the 2nd day of December, 2025, a copy of the foregoing filing 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

Employee	Last Day	Tenure	No. of Weeks	Severance¹	Contingent Supplemental Severance²
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

¹ 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.

² 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 ¹	Contingent Supplemental Severance ²
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
			TOTAL	\$408,666.69	\$255,563.38
			GRAND TOTAL		\$664,230.07

REJECTED EMPLOYMENT CONTRACTS³

Employee	Amount	Combined Total
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
	TOTAL	\$1,907,717.83

³ 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

PLAN ADMINISTRATOR AGREEMENT

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (this “Agreement”) is made this [●] day of [●], 2025, by and among Rhodium Encore LLC, Jordan HPC LLC, Rhodium JV LLC, Rhodium 2.0 LLC, Rhodium 10MW LLC, Rhodium 30MW LLC, Rhodium Enterprises, Inc., Rhodium Technologies LLC, Rhodium Renewables LLC, Air HPC LLC, Rhodium Shared Services LLC, Rhodium Ready Ventures LLC, Rhodium Industries LLC, Rhodium Encore Sub LLC, Jordan HPC Sub LLC, Rhodium 2.0 Sub LLC, Rhodium 10MW Sub LLC, Rhodium 30MW Sub LLC, and Rhodium Renewables Sub LLC (collectively, the “Debtors” or the “Wind-Down Debtor”, as applicable), and GXD Labs (the “Plan Administrator”), a wholly owned subsidiary of Atlas Grove Partners, in accordance with 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] (the “Plan”), as may from time to time be amended, supplemented, or otherwise modified in accordance with the terms thereof.¹

RECITALS

WHEREAS, Rhodium Encore LLC, Jordan HPC LLC, Rhodium JV LLC, Rhodium 2.0 LLC, Rhodium 10MW LLC, Rhodium 30MW LLC, Rhodium Enterprises, Inc., Rhodium Technologies LLC, Rhodium Renewables LLC, Air HPC LLC, Rhodium Shared Services LLC, Rhodium Ready Ventures LLC, Rhodium Industries LLC, Rhodium Encore Sub LLC, Jordan HPC Sub LLC, Rhodium 2.0 Sub LLC, Rhodium 10MW Sub LLC, Rhodium 30MW Sub LLC, and Rhodium Renewables Sub LLC filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on August 24 and 29, 2024 (the “Petition Dates”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”);

WHEREAS, the Plan contemplates that a Plan Administrator will be appointed as of the Effective Date (as defined below) to administer the Plan in accordance with the terms of the Plan and this Agreement and to take such other actions as may be authorized under the Plan and this Agreement;

WHEREAS, the Plan provides that the Plan Administrator will, among other things, direct the affairs of the Wind-Down Debtor;

WHEREAS, on [●] [●], 2025, the Bankruptcy Court entered an order confirming the Plan [Epic Docket No. [●]] (the “Confirmation Order”);

WHEREAS, pursuant to the Plan and the Confirmation Order, the Plan became effective on [●] [●], 2025 (the “Effective Date”);

WHEREAS, this Agreement is entered into in accordance with, and to facilitate the implementation and execution of, the Plan; and

¹ Capitalized terms used but not otherwise defined herein have the meaning set forth in the Plan.

WHEREAS, GXD Labs has agreed to serve as the Plan Administrator in accordance with this Agreement and the Plan.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, as well as the relevant provisions of the Plan, the parties hereto agree as follows:

ARTICLE I

ACCEPTANCE AND APPOINTMENT; FIDUCIARY STATUS

Section 1.1 Acceptance and Appointment. GXD Labs hereby (a) accepts appointment as the Plan Administrator as of the Effective Date and (b) agrees to observe and perform all duties and obligations imposed upon the Plan Administrator under the Plan, this Agreement, and the Confirmation Order, in each case, on and after the Effective Date. Other than the duties and obligations of the Plan Administrator specifically set forth in this Agreement, the Plan, or the Confirmation Order, the Plan Administrator shall have no duties or obligations of any kind or nature with respect to his or her position as such.

Section 1.2 Sole Director and Officer. On and after the Effective Date, the Plan Administrator shall act as the sole director and sole officer of the Wind-Down Debtor and the exclusive representative of each of the Estates or the Wind-Down Debtor. The Plan Administrator shall perform its obligations consistent with the Plan, this Agreement and applicable orders of the Bankruptcy Court. Pursuant to the Plan and this Agreement, the Plan Administrator shall act on behalf of the interest of all Holders of Claims and/or Interests that will receive distributions pursuant to the Plan.

ARTICLE II

GENERAL POWERS, RIGHTS AND OBLIGATIONS OF THE PLAN ADMINISTRATOR

Section 2.1 General Powers. On and after the Effective Date, subject in each instance to the terms and conditions of the Plan, the Confirmation Order and any further order of the Bankruptcy Court, the Plan Administrator shall have the following rights, powers, duties and responsibilities:

(a) The Plan Administrator shall control and exercise authority over the Wind-Down Debtor. The Plan Administrator will be the exclusive trustee of the assets of the Wind-Down Debtor (the “Wind-Down Debtor Assets”) for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. To the extent necessary, on and after the Effective Date, the Plan Administrator, in its capacity as Plan Administrator, shall be deemed to be a judicial substitute for the applicable Debtors as the party in interest in the Chapter 11 Cases, under the Plan, or in any judicial proceeding or appeal to which any of the Debtors is a party. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, the powers and authority of the Plan Administrator shall in all respects be subject to the terms of the Plan and

the Confirmation Order. The Plan Administrator shall execute all agreements and other documents on behalf of the Wind-Down Debtor with the signature “as Plan Administrator”.

(b) On the Effective Date the Plan Administrator: (a) shall be deemed to be the party vested with all rights, powers, privileges and authorities of an appropriate corporate or partnership director, officer, or manager of each of the Debtors under any applicable non-bankruptcy law; and (b) pursuant to Article [●] of the Plan, shall succeed to all rights, powers, privileges and authorities as is now, previously was, or would have been applicable to each Debtor’s directors, officers, and managers, including the rights of the Debtors as the direct or indirect owners of the Debtor Affiliates, as applicable, and shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions of the Plan, the Confirmation Order, and this Agreement; provided, however, that the Plan Administrator may continue to consult with or employ the Debtors’ former directors, officers, employees, and managers in its reasonable discretion.

(c) The Plan Administrator shall have control over the day-to-day decisions and operations of the Wind-Down Debtor.

(d) In connection with the implementation of the Plan on behalf of the Wind-Down Debtor, the duties and powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to make distributions thereunder and wind down the business and affairs of the Wind-Down Debtor (the “Wind Down”), all without the need for further order of the Bankruptcy Court, including, but not limited to:

- (i) implementing the Wind Down and making distributions contemplated by and in accordance with the Plan;
- (ii) marshalling, collecting, marketing for sale, liquidating and winding down any of the Debtors’ assets constituting the Wind-Down Debtor Assets;
- (iii) overseeing the accounts of the Debtors and the Wind-Down Debtor and the Wind Down and dissolution of the Debtors and the Wind-Down Debtor;
- (iv) implementing, pursuing, and adhering to the terms of the Plan, the Confirmation Order, and any related documents;
- (v) receiving, maintaining, conserving, supervising, prosecuting, collecting, settling, managing, investing, protecting, and, where appropriate, causing the Wind-Down Debtor to abandon the Wind-Down Debtor Assets, including causing the Wind-Down Debtor to invest any moneys held as Wind-Down Debtor Assets;
- (vi) opening, maintaining and closing bank accounts on behalf of or in the name of the Debtors or the Wind-Down Debtor,

- including, in the Plan Administrator's discretion, separate bank accounts for each of the Debtors;
- (vii) establishing a Liquidating Trust or similar vehicle solely to the extent that the Plan Administrator deems it to be reasonably necessary or beneficial in effectuating the Wind Down;
 - (viii) entering into any agreement or executing any document or instrument required by or consistent with this Agreement, the Plan or the Confirmation Order, and performing all obligations thereunder;
 - (ix) protecting and enforcing the rights to the Wind-Down Debtor Assets (including any Retained Causes of Action) vested in the Wind-Down Debtor by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;
 - (x) reviewing, reconciling, compromising, settling, objecting, or prosecuting Claims or Interests of any kind;
 - (xi) seeking the examination of any Person or Entity pursuant to Federal Rule of Bankruptcy Procedure 2004 or otherwise;
 - (xii) entering into a financing facility, which may include, but shall not be limited to, contingency fee arrangements with professionals, and utilizing the proceeds of the Wind-Down Debtor Assets to fund the pursuit of the Retained Causes of Action or otherwise facilitate the Wind Down;
 - (xiii) retaining professionals, disbursing agents, and other agents, independent contractors, and third parties on behalf of the Wind-Down Debtor and/or the Plan Administrator, and paying the reasonable compensation thereof;
 - (xiv) paying all lawful expenses, debts, charges, taxes, and other liabilities, and making all other payments relating to the Wind-Down Debtor Assets from the Wind Down Budget and the proceeds of the Wind-Down Debtor Assets;
 - (xv) investigating, reviewing, reconciling, pursuing, commencing, prosecuting, compromising, settling, dismissing, releasing, waiving, withdrawing, abandoning, resolving, or electing not to pursue all Retained Causes of Action, which, for the avoidance of doubt may include accepting claims from third parties to prosecute for the

benefit of the Wind-Down Debtor and the stakeholders under the Plan;

- (xvi) reviewing and compelling turnover of the Debtors' or the Wind-Down Debtor's property;
- (xvii) calculating and making all distributions to the Holders of Allowed Claims against each Debtor, as provided for in, or contemplated by, the Plan;
- (xviii) withholding from the amount distributable to any Person or Entity the maximum amount needed to pay any tax or other charge that the Plan Administrator has determined, based upon the advice of its agents or professionals, may be required to be withheld from such distribution under the income tax or other Laws of the United States or of any state or political subdivision thereof;
- (xix) in reliance upon the Debtors' Schedules, the official register of Claims maintained in the Chapter 11 Cases, and the Debtors' filed lists of equity security holders, reviewing, and where appropriate, allowing or objecting to Claims and (if applicable) Interests, and supervising and administering the commencement, prosecution, settlement, compromise, withdrawal, or resolution of all objections to Disputed Claims and (if applicable) Disputed Interests required to be administered by the Wind-Down Debtor;
- (xx) making all tax withholdings, filing tax information returns, filing and prosecuting tax refunds claims, making tax elections by and on behalf of the Debtors or the Wind-Down Debtor, and filing tax returns for the Debtors, the Wind-Down Debtor, or the Liquidating Trust (if applicable) pursuant to and in accordance with the Plan, and paying taxes, if any, payable for and on behalf of the Debtors or the Wind-Down Debtor, as applicable; *provided, however*, the Plan Administrator shall not have any responsibility or personal liability in any capacity whatsoever for the signing or accuracy of the Debtors' income tax returns that are due to be filed after the Effective Date or for any tax liability related thereto;
- (xxi) abandon any Wind-Down Debtor Assets (other than cash and cash equivalents) that the Plan Administrator reasonably determines to be of de minimis monetary value or burdensome to the Plan Administrator's administration

of the Wind-Down Debtor Assets, in each case after giving effect to the costs and expenses reasonably expected to liquidate such assets to Cash;

- (xxii) seeking a determination of tax liability or refund under Bankruptcy Code section 505;
- (xxiii) establishing reserves for taxes, assessments, and other expenses of administration of the Debtors or the Wind-Down Debtor as may be necessary and appropriate for the proper operation of matters incident to the Debtors or the Wind-Down Debtor;
- (xxiv) purchasing and carrying all insurance policies and paying all insurance premiums and costs that the Plan Administrator deems reasonably necessary or advisable;
- (xxv) undertaking all administrative functions remaining in the Chapter 11 Cases to the extent necessary to carry out the Debtors', the Wind-Down Debtor's, the Liquidating Trust's (if applicable), or the Plan Administrator's duties under the Plan, including filing post-confirmation and post-Effective Date reports and making required payments of Statutory Fees to the U.S. Trustee and overseeing the closing of the Chapter 11 Cases;
- (xxvi) retaining, terminating, appointing, hiring, or otherwise employing employees, personnel, management, and directors at any of the Wind-Down Debtor to the extent necessary to carry out the purposes of the Plan;
- (xxvii) exercising, implementing, enforcing, and discharging all of the terms, conditions, powers, duties, and other provisions of the Plan, the Confirmation Order, and this Agreement;
- (xxviii) make all necessary filings in accordance with any applicable law, statute, or regulation; and
- (xxix) taking all other actions consistent with the provisions of the Plan, the Confirmation Order, and this Agreement that the Plan Administrator deems reasonably necessary or desirable to administer the Debtors and the Wind-Down Debtor.

(e) All Cash or other property held or collected by the Wind-Down Debtor shall be used solely for the purposes contemplated by the Plan, the Confirmation Order and this Agreement.

(f) The Plan Administrator is authorized, in its reasonable discretion, to invest the Wind-Down Debtor Assets with a bank that is on the U.S. Trustee approved list for section 345 deposits. Subject to the foregoing, any investments of the Wind-Down Debtor Assets (i) shall be administered in view of the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs and (ii) shall be limited to demand and time deposits, such as certificates of deposit, having maturities of not more than one year, and U.S. Treasury bills or other temporary liquid investments that are readily convertible to known amounts of Cash. The Plan Administrator shall have no liability for interest or producing income on any moneys received hereunder, and held for distribution or payment pursuant to the terms of the Plan and this Agreement.

(g) The Plan Administrator shall not authorize the Wind-Down Debtor to enter into or engage in any trade or business or use or dispose of any Wind-Down Debtor Assets in furtherance of any trade or business except to the extent reasonably necessary to, and consistent with, the purpose of the Plan.

(h) From and after the Effective Date, the Plan Administrator, on behalf of the Wind-Down Debtor, shall be solely authorized, with respect to those Claims or Interests which are not Allowed under the Plan, the Confirmation Order or by Bankruptcy Court order, to review, and where appropriate, allow or object to Claims and (if applicable) Interests, and supervise and administer the commencement, prosecution, settlement, compromise, withdrawal, or resolution of all objections to Disputed Claims and (if applicable) Disputed Interests required to be administered by the Wind-Down Debtor. Pursuant to the Plan, the Wind-Down Debtor reserves the right to seek an order of the Bankruptcy Court extending any Claims Objection Deadline.

(i) When all Disputed Claims have become Allowed or Disallowed, all Retained Causes of Action have been pursued, settled, resolved or abandoned, and all remaining Cash has been distributed in accordance with the Plan (or the Plan Administrator otherwise determines in its reasonable business judgment that the Wind-Down Debtor lacks sufficient assets and financial resources, after reasonable collection efforts, to complete its duties), the Plan Administrator shall seek authority from the Bankruptcy Court to close any remaining Chapter 11 Cases of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules. Upon a certification to be filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Wind-Down Debtor shall be deemed to be dissolved without any further action by the Wind-Down Debtor, including the filing of any documents with the secretary of state for the state in which each Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Wind-Down Debtor.

Section 2.2 Pursuit and Resolution of Causes of Action. Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, the Wind-Down Debtor shall have the right to investigate, pursue or not pursue, compromise, or settle any dispute with respect to the Wind-Down Debtor Assets (including the Retained Causes of Action). On and after the Effective Date, the Wind-Down Debtor may, without further Bankruptcy Court approval, commence, litigate, and settle any Retained Causes of Action or Claims relating to any Wind-Down Debtor Assets, or rights to payment or Claims that belong to each Debtor as of the Effective Date, or are instituted

by the Wind-Down Debtor on or after the Effective Date, except as otherwise expressly provided herein or in the Plan. The Wind-Down Debtor shall be entitled to enforce all defenses and counterclaims to all Claims asserted against the Debtors and their Estates, including setoff, recoupment, and any rights under section 502(d) of the Bankruptcy Code. In pursuing any Claim, right, or Cause of Action, including the Retained Causes of Action, the Wind-Down Debtor (and any Liquidating Trust, as applicable) shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtors' rights with respect to the time periods in which a Cause of Action may be brought under section 546 of the Bankruptcy Code. For the avoidance of doubt, the Plan Administrator may seek (but is not required to seek or obtain) Bankruptcy Court approval of any settlement of any Retained Causes of Action.

Section 2.3 Retention of Attorneys and Other Professionals by Plan Administrator. The Plan Administrator shall have the right to retain the services of attorneys, accountants, experts, advisors, investigators, appraisers, real estate brokers, auctioneers, consultants, financial advisors and other professionals that, in the discretion of the Plan Administrator, are necessary or appropriate to assist the Plan Administrator in the performance of his or her duties, without notice or approval of the Bankruptcy Court. The reasonable fees and expenses of such professionals shall be paid by the Wind-Down Debtor upon the submission of statements to the Plan Administrator without notice or approval of the Bankruptcy Court. Such professionals do not need to be "disinterested," as defined by the Bankruptcy Code, and may include the attorneys, accountants, consultants, financial advisors and other professionals employed by any party in the Chapter 11 cases. The Plan Administrator may retain such professionals without notice or further approval from the Bankruptcy Court, and the Plan Administrator will be permitted to retain any such professionals in light of the efficiencies implicit in continuity.

Section 2.4 Privileges. On the Effective Date, all attorney client privileges, work product protections, and other privileges or immunities ("Privileges") held by any one or more of the Debtors, including any predecessors, pre-petition or post-petition committees or sub-committees of any boards or equivalent governing body of any of the Debtors and their predecessors and such boards or equivalent governing bodies, or other designated Entities or Persons (collectively, the "Privilege Transfer Parties") shall vest in and be succeeded to by the Wind-Down Debtor. For the avoidance of doubt, the Plan Administrator's receipt of such information (or the transfer of any privileged books and records provided to the Plan Administrator) shall not waive any Privileges and such Privileges are fully preserved.

The foregoing transfer and assignment shall vest the Privileges exclusively in the Plan Administrator, consistent with sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code, for the sole benefit of the Plan Administrator and the Wind-Down Debtor. The Plan Administrator shall have the exclusive authority and sole discretion to maintain the Privileges, or waive any Privileges and/or disclose and/or use in litigation or any proceeding any or all information subject to any Privilege.

The Privilege Transfer Parties and all directors, officers or persons with similar roles at any of the Debtors and professionals who are or were retained by any of them, agree to take all necessary actions to effectuate the transfer of such Privileges, and to provide to the Plan Administrator without the necessity of a subpoena all information requested by the Plan

Administrator and/or pertinent to the affairs of the Wind-Down Debtor and activities of the Plan Administrator (“Transferred Information”) in their respective possession, custody, or control. For the avoidance of doubt, the Plan Administrator is further expressly authorized to formally or informally request documents, testimony or other information that would constitute Transferred Information from any persons, including attorneys, professionals, consultants and experts that may possess Transferred Information, and no such person may object to the production to the Plan Administrator of such Transferred Information on the basis of a Privilege held by a Privilege Transfer Party. Until and unless the Plan Administrator makes a determination in its sole discretion to waive any Privilege, Transferred Information shall be produced solely to the Plan Administrator or as required by law.

Section 2.5 Cooperation and Access to Information. On and after the Effective Date, the Wind-Down Debtor shall maintain documents in accordance with the Debtors’ standard document retention policies, if any, as such policies may be altered, amended, modified, or supplemented by the Wind-Down Debtor. All directors, officers or persons with similar roles at any of the Debtors, as applicable, shall use commercially reasonable efforts, upon reasonable requests, to cooperate with the Plan Administrator in carrying out this Agreement and the activities contemplated hereby, including, without limitation providing the Plan Administrator and its professionals for fact finding, consultation, interviews and as witnesses. For the avoidance of doubt, the Plan Administrator may reasonably compensate such parties for their cooperation in connection with section 2.5 of this Agreement, provided that no party shall be required to incur unreimbursed costs in connection with such cooperation.

In connection with this engagement, upon reasonable request, the Plan Administrator shall have complete and full access to all relevant information that the Plan Administrator deems appropriate. It is understood that the Plan Administrator (a) is relying solely upon the information supplied by the Debtors and their respective representatives without assuming any responsibility for independent investigation or verification thereof, and (b) shall have the absolute and unconditional right to rely on the information provided by the Debtors and their respective representatives and shall not incur any liability by relying on such information.

The Plan Administrator shall be permitted, in his or her discretion, to abandon, destroy or otherwise dispose of any books and records of the Debtors and/or Wind-Down Debtor that the Plan Administrator deems not necessary for the continued administration of the Plan or the Wind Down, or required to be retained under applicable law, without the need for any order of the Bankruptcy Court, and shall have no liability for same. For the avoidance of doubt, nothing herein shall limit the rights accorded to the Plan Administrator pursuant to Section 2.4.

Section 2.6 Potential Conflicts. Should the Plan Administrator perceive or any party in interest assert that the Plan Administrator holds a conflict of interest with regard to the performance of any aspect of their duties under this Agreement, the issue may be brought to the Bankruptcy Court for consideration.

Section 2.7 Liquidating Trust. The Plan Administrator, in his or her discretion (subject to the terms of the Plan and the Confirmation Order) shall have the right to establish a Liquidating Trust to the extent the Plan Administrator determines that a Liquidating Trust would

more efficiently wind down the Estates, or otherwise maximize value for the Holders of Claims and/or Interest entitled to distributions from the Wind-Down Debtor under the Plan.

ARTICLE III

TERM OF SERVICE, RESIGNATION AND REMOVAL OF THE PLAN ADMINISTRATOR; APPOINTMENT OF SUCCESSOR; STANDARD OF CARE; COMPENSATION OF PLAN ADMINISTRATOR AND PROFESSIONALS

Section 3.1 Term of Service. The Plan Administrator shall serve in such capacity through the earlier of (a) the date on which the Wind-Down Debtor is dissolved and (b) the date on which a Plan Administrator resigns, is terminated, or is otherwise unable to serve.

Section 3.2 Resignation of the Plan Administrator. The Plan Administrator may resign at any time upon thirty (30) days' written notice delivered to the Bankruptcy Court; provided that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator, to be chosen by the SAFE AHG or, to the extent that the holders of Allowed Class 6 SAFE Claims, including, for the avoidance of doubt, the SAFE AHG Substantial Contribution Claim, have been paid in full in accordance with the Plan, by Transcend Partners Legend Fund LLC; Valley High LP; GR Fairbairn Family Trust; Grant Fairbairn Revocable Trust; Nina Claire Fairbairn Revocable Trust; NCF Eagle Trust; GRF Tiger Trust; and NC Fairbairn Family Trust (collectively, the "Transcend Group"), or to the extent the claim of the Transcend Group has been paid in full in accordance with the Plan, by the Holders of Common Interests (acting by majority vote).

Section 3.3 Removal of Plan Administrator. Upon Motion to the Bankruptcy Court by the holder of a Claim or Common Interest Holder who is entitled to a potential distribution under the Plan, and entry of an order granting such Motion, the Bankruptcy Court shall have the authority to remove the Plan Administrator at any time, with cause. Cause for removal shall exist solely to the extent the Plan Administrator is determined to have engaged in fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court. During the pendency of any dispute before the Bankruptcy Court regarding removal of the Plan Administrator, the Plan Administrator shall continue to discharge its rights, obligations, and duties set forth in the Plan and this Agreement.

Section 3.4 Continuity; Appointment of a Successor Plan Administrator.

(a) The death, incapacity, dissolution, resignation, or removal of the Plan Administrator shall not operate to terminate any agency or employment created by this Agreement or invalidate any action theretofore taken by the Plan Administrator. In the event of a vacancy by reason of death, incapacity, dissolution, resignation or removal of the Plan Administrator or prospective vacancy by reason of resignation or removal, the SAFE AHG or, to the extent that the holders of Allowed Class 6 SAFE Claims, including, for the avoidance of doubt, the SAFE AHG Substantial Contribution Claim, have been paid in full in accordance with the Plan, the Transcend Group, or to the extent the claim of the Transcend Group has been paid in full in accordance with the Plan, the Holders of Common Interests (acting by majority vote).

(b) If the SAFE AHG or, to the extent that the holders of Allowed Class 6 SAFE Claims, including, for the avoidance of doubt, the SAFE AHG Substantial Contribution Claim, have been paid in full in accordance with the Plan, the Transcend Group, or to the extent the claim of the Transcend Group has been paid in full in accordance with the Plan, the Holders of Common Interests (acting by majority vote), has not appointed a successor Plan Administrator within thirty (30) days of the occurrence or effectiveness, as applicable, of the prior Plan Administrator's death, incapacity, dissolution, resignation or removal, then the Bankruptcy Court, upon the motion of counsel to the Plan Administrator or another party in interest, shall approve a successor to serve as the Plan Administrator.

(c) A successor Plan Administrator, without any further action or approval, shall (i) become fully vested with all the rights, powers, duties, and obligations of the Plan Administrator and (ii) become the sole director and sole officer of each of the Wind-Down Debtor; *provided, however*, that no Plan Administrator shall be liable for the acts or omissions of any prior or subsequent Plan Administrator.

Section 3.5 Plan Provisions. In connection with all actions taken in his, her or its capacity as Plan Administrator, the Plan Administrator shall be entitled to rely upon the applicable exculpation, release, and indemnification and limitation of liability provisions set forth in any corporate organizational document, this Agreement, the Plan, and the Confirmation Order. Notwithstanding anything herein, a Plan Administrator shall not be entitled to release, exculpation, or indemnification for any act or omission that the Plan Administrator is determined to have committed by means of fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court, provided that in no event will the Plan Administrator be liable for punitive, exemplary, consequential, or special damages under any circumstances..

Section 3.6 Indemnification. The Wind-Down Debtor shall indemnify and hold harmless, to the fullest extent of the law, in all respects (a) the Plan Administrator (in his, her or its capacity as such and as sole officer and sole director of each of the Wind-Down Debtor and representative of the Estates), and (b) all professionals retained by the Wind-Down Debtor (collectively, the "Indemnified Parties" and each, an "Indemnified Party"), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to costs and expenses of investigating, analyzing and responding to claims, and attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than acts or omissions resulting from such Indemnified Party's gross negligence, fraud or willful misconduct, with respect to the Wind-Down Debtor or the implementation or administration of the Plan or this Agreement as determined by a Final Order of the Bankruptcy Court. To the extent an Indemnified Party asserts a claim for indemnification as provided above, the legal fees and related costs incurred by counsel to such Indemnified Party in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced by the Wind-Down Debtor (and such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined through a Final Order that such Indemnified Party is not entitled to be indemnified therefore). The indemnification provisions of the Plan or this Agreement shall remain available to and be binding upon any former Plan Administrator (or the estate of any decedent Plan Administrator) and shall survive the termination of this Agreement.

Section 3.7 Exculpation. No Indemnified Party shall be liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements incurred, caused by, relating to, based upon, or arising out of (directly or indirectly) the Indemnified Party's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Agreement, the Plan, the Confirmation Order, any other order of the Bankruptcy Court or applicable law or as may arise by reason of any action, omission or error of an Indemnified Party, and Persons dealing or having any relationship with the Wind-Down Debtor and/or the Estates shall have recourse only to the Wind-Down Debtor Assets and shall look only to the Wind-Down Debtor Assets to satisfy any liability or other obligations incurred in carrying out the terms of the Plan and this Agreement, and the Indemnified Parties shall not have any personal obligation to satisfy any such liability; *provided, however*, that the foregoing limitations shall not apply to any acts or omissions ultimately and finally determined by a final and non-appealable order of a court of competent jurisdiction to be the direct result of such Indemnified Party's gross negligence, fraud or willful misconduct. None of the Indemnified Parties is deemed to be responsible for any other Indemnified Party's actions or inactions. The Indemnified Parties may, in connection with the performance of their functions hereunder and under the Plan, and in their sole and absolute discretion, consult with professionals and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such professionals or any order of the Bankruptcy Court. Notwithstanding such authority, such Indemnified Parties shall not be under any obligation to consult with any professionals and their determination not to do so shall not result in the imposition of liability, unless such determination is based upon gross negligence, fraud or willful misconduct as determined by a final and non-appealable order of a court of competent jurisdiction; *provided* that in no event will any such person be liable for punitive, exemplary, consequential, or special damages under any circumstances. Any action taken or omitted to be taken by the Indemnified Parties after the Effective Date on the advice of counsel or with the approval of the Bankruptcy Court will conclusively be deemed not to constitute gross negligence, fraud, or willful misconduct. The foregoing indemnification and exculpation with respect to any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which it was deemed indemnified and exculpated and the termination or modification of this Agreement.

Section 3.8 Insurance. The Plan Administrator is authorized (but not required) to obtain and pay at the expense of the Wind-Down Debtor all reasonably necessary insurance coverage for itself, the Wind-Down Debtor, and their respective agents, representatives, and employees or independent contractors, in connection with the Chapter 11 Cases and the Wind Down of the Wind-Down Debtor (in the form of any errors and omissions policy or otherwise), including, but not limited to, coverage with respect to commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Wind-Down Debtor, which insurance coverage may remain in effect for a reasonable period of time as determined by the Plan Administrator after the termination of this Agreement.

Section 3.9 Burden of Proof. In any proceeding brought by the Wind-Down Debtor or any other Person who is bound by this Agreement challenging any action, determination or failure to act of the Plan Administrator in the Plan Administrator's discharge of its duties under

this Agreement, the Person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act constitute gross negligence, fraud or willful misconduct.

Section 3.10 Reliance by the Plan Administrator. The Indemnified Parties may absolutely rely on, and shall be fully protected in acting or refraining from acting if it relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that it, as applicable, has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, fraud, or willful misconduct in respect of the Indemnified Parties' duties as found by a final and non-appealable court of competent jurisdiction, or material breach of this Agreement, it, as applicable, may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Plan Administrator may consult with counsel and other professionals with respect to matters the Plan Administrator reasonably believes to be in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administrator. The Plan Administrator shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon. The Plan Administrator shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Agreement, the Plan or any other document executed in connection therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

Section 3.11 Reliance by Entities Dealing with the Plan Administrator. In the absence of actual knowledge to the contrary, any Person or Entity dealing with the Wind-Down Debtor shall be entitled to rely on the authority of the Plan Administrator to act on behalf of the Wind-Down Debtor, and shall have no obligation to inquire into the existence of such authority.

Section 3.12 Standard of Care. The fiduciary duties of the Plan Administrator shall be, and hereby are, eliminated to the fullest extent permitted by applicable law. Subject to applicable law, the Plan Administrator shall not be liable for any act they may do or omit to do as Plan Administrator while acting in good faith and in the exercise of their reasonable business judgment. The foregoing limitation on liability will apply equally to the agents, and/or employees of the Plan Administrator, as applicable, including the professionals acting on behalf of the Plan Administrator in the fulfillment of the Plan Administrator's duties hereunder. Nothing in this Agreement shall be deemed to prevent the Plan Administrator from taking, or failing to take, any action that based upon the advice of counsel or other professionals, the Plan Administrator reasonably determines it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty of the Plan Administrator.

Section 3.13 No Successor Liability. Except as otherwise expressly provided in the Plan and the Confirmation Order, the Plan Administrator (i) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or

obligations of the Debtors or any other Person relating to or arising out of the operations or the assets of the Debtors prior to the Effective Date; (ii) are not, and shall not be, successors to the Debtors by any reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date; and (iii) shall not have any successor or transferee liability of any kind or character.

Section 3.14 Survival. The provisions of this Article III shall survive the termination of this Agreement and the death, resignation, removal, liquidation, dissolution, or replacement of either or both Administrators. The provisions of this section are in the nature of contractual obligations and no change in applicable law or the Debtors' charter, bylaws or other organizational documents or policies shall affect the Administrators' or the other Indemnified Parties' rights hereunder.

Section 3.15 Compensation of Plan Administrator and Professionals.

(a) For its services, the Plan Administrator shall receive \$50,000 per month plus 15% of (a) the net proceeds from the sale of any Wind Down Assets and (b) any saving achieved after the Effective Date with respect to the Contingency Fee Professional Reserve and claim objections. Such monthly fee shall be payable in advance on the first day of each month beginning with the first full month following the Effective Date.

(b) In addition to the fees described above, the Plan Administrator shall be entitled to reimbursement of all reasonable and documented costs and expenses.

(c) The Plan Administrator's compensation structure may be modified from time to time by agreement between the Plan Administrator and the SAFE AHG or, to the extent that the holders of Allowed Class 6 SAFE Claims, including, for the avoidance of doubt, the SAFE AHG Substantial Contribution Claim, have been paid in full in accordance with the Plan, the Transcend Group, or to the extent the claim of the Transcend Group has been paid in full in accordance with the Plan, the Holders of Common Interests (acting by majority vote).

(d) All professionals retained by the Wind-Down Debtor shall be entitled to reasonable compensation for services rendered and reimbursement of expenses reasonably incurred in rendering such services. Such professionals shall deliver to the Plan Administrator reasonably detailed monthly invoices or fee statements.

(e) The payment of the fees and expenses of the Plan Administrator and professionals retained by the Wind-Down Debtor shall be paid from the Wind-Down Debtor Assets in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court.

Section 3.16 Information and Reporting. In its discretion, from time to time the Plan Administrator may file with the Bankruptcy Court a statement describing the progress of the Wind Down and the activities of the Wind-Down Debtor, in such detail and covering such matters as the Plan Administrator determines is appropriate in its discretion.

ARTICLE IV

TERMINATION

Section 4.1 Termination. This Agreement shall terminate upon the dissolution of the Wind-Down Debtor and the entry of an order by the Bankruptcy Court closing the Chapter 11 Cases. All provisions of this Agreement that expressly survive by their terms shall remain in effect in accordance with their terms. All of the protective provisions contained in ARTICLE III of this Agreement shall survive the termination of this Agreement and the death, dissolution, resignation or removal, as may be applicable, of the Plan Administrator and the Indemnified Parties and shall inure to the benefit of their respective heirs and assigns.

Section 4.2 Dissolution of the Debtors. The Wind-Down Debtor will be dissolved by the Plan Administrator as soon as practicable after the liquidation, administration, and distribution of the Wind-Down Debtor Assets, and the pursuit and resolution of the Retained Causes of Actions or Claims in accordance with the terms of this Agreement and the Plan, and its full performance of all other duties and functions set forth herein or in the Plan. The Plan Administrator shall not unduly prolong the duration of the Debtors or the pursuit of the Retained Causes of Actions.

Section 4.3 Obligations of the Plan Administrator Upon Termination. Upon or as soon as practicable after termination of this Agreement, the Plan Administrator shall (solely at the expense of the Wind-Down Debtor) (a) file a certificate or other document with the Bankruptcy Court stating that (i) the assets of the Wind-Down Debtor have been exhausted and final distributions of Cash have been made under the Plan or (ii) the Wind-Down Debtor lacks sufficient assets and financial resources, after reasonable collection efforts, to continue the wind-down process, and (b) be deemed to have resigned as the sole officer, and sole director of the Wind-Down Debtor. Upon the filing of certificate(s) described in clause (a) of the preceding sentence, the relevant Debtors and/or Wind-Down Debtor shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Wind-Down Debtor or payments to be made in connection therewith.

Section 4.4 No Other Duties or Obligations. The Plan Administrator shall have no duties or obligations under law or otherwise except as set forth in this Agreement and pursuant to the Plan. Except as otherwise specifically provided herein, after the termination of this Agreement pursuant to the terms hereof, the Plan Administrator shall have no further duties or obligations hereunder and pursuant to the Plan.

ARTICLE V

DISTRIBUTIONS

Section 5.1 Reserves. Before making distributions to any to Holders of Claims, the Plan Administrator shall, in his or her reasonable discretion, ensure there are reserves in an amount sufficient to meet any and all accrued expenses and obligations of the Wind-Down Debtor, including professional fees and expenses, and fees owed to the U.S. Trustee, in each case as applicable and in accordance with the Plan and the Confirmation Order.

Section 5.2 Distributions Under the Plan.

(a) Distributions shall be made in accordance with the Plan and the Confirmation Order. With respect to all payments and distributions made under the Plan, the Plan Administrator shall cause the Wind-Down Debtor to comply with all withholding and reporting requirements of any federal, state, local or foreign taxing authority and, in the event the Plan Administrator retains accountants or other professionals, shall have the right to rely on the advice of such in connection with all tax and reporting matters.

(b) Any party entitled to receive any property or distribution under the Plan shall, upon request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator, Form W-9 or, if the payee is a foreign Person, an applicable Form W-8, unless such Person is exempt under the internal revenue code and so notifies the Plan Administrator. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the Claim Holder fails to comply within ninety (90) days after the request, the amount of such distribution shall irrevocably revert to the Wind-Down Debtor and any Claim or Interest in respect of such distribution shall be expunged without need of further order of the Bankruptcy Court and the Holder thereof shall be forever barred from asserting such Claim or Interest against any Debtor and their respective assets and property. The Plan Administrator may, but is not required to, file a notice with the Bankruptcy Court indicating which Claims are to be expunged for failure to comply with such requests for tax information or on account of being unclaimed distributions. If such information is requested, the request shall be sent to the address provided in proofs of claim submitted or, if no such form has been provided, to the last known address for such entity provided by the Debtors to the Plan Administrator.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 Descriptive Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.2 Amendment and Waiver. This Agreement may be amended or modified by the Plan Administrator with entry of an order from the Bankruptcy Court in any way that is not inconsistent with the Plan or the Confirmation Order and that is necessary to implement the provisions of the Plan and to facilitate the Wind Down and maximize the value of the Wind-Down Debtor Assets (including to clarify any ambiguity or inconsistency or render the Agreement in compliance with its stated purposes); provided, however, for the avoidance of doubt, the identity and/or compensation of the Plan Administrator may be amended by the terms set forth herein without entry of an order from the Bankruptcy Court.

Section 6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the rules of conflict of laws of the State of Texas or any other jurisdiction that would result in the application of law of a jurisdiction other than Texas.

Section 6.4 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Executed copies of this Agreement may be delivered by facsimile, electronic mail, PDF or other electronic means and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 6.5 Severability; Validity. If any provision of this Agreement or the application thereof to any Entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Entities or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

Section 6.6 Notices. Any notice or other communication hereunder shall be deemed given upon (a) confirmed delivery by a standard overnight carrier or when delivered by hand, or (b) the expiration of five (5) Business Days after the date mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice), and in all instances shall include a concurrent copy via e-mail to the e-mail addresses set forth below:

If to the Plan Administrator:

GXD Labs
Attn: David Proman
7301 SW 57th Court, Suite 515
Miami, FL 33143
Tel: (305) 458-9023
Email: david@gxdlabs.io

with a copy to counsel:

[•]
Attn: [•]
[ADDRESS]
[ADDRESS]
Tel: [•]
Email: [•]

and

[•]
Attn: [•]
[ADDRESS]
[ADDRESS]
Tel: [•]
Email: [•]

Section 6.7 Change of Address. Any entity may change the address at which it is to receive notices under this Agreement by furnishing written notice to the parties listed in Section 6.6 of this Agreement in the manner set forth therein. Such change of address shall be effective ten (10) Business Days after service of such notice.

Section 6.8 Relationship to Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and Confirmation Order. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and Confirmation Order, whether or not such action is specified in this Agreement. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan or Confirmation Order, the provisions of the Plan and Confirmation Order control.

Section 6.9 Meaning of Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, and words importing the singular number include the plural number and vice versa.

Section 6.10 Retention of Jurisdiction. As provided in Article XI of the Plan, the Bankruptcy Court shall retain jurisdiction over the Wind-Down Debtor, including, but not limited to, for the purpose of interpreting and implementing the provisions of this Agreement; provided, however, that nothing in this Section or Article XI of the Plan shall prevent the Plan Administrator or the Wind-Down Debtor from pursuing the Retained Causes of Action in jurisdictions other than the Bankruptcy Court.

Section 6.11 Assignment. Neither this Agreement nor any of the rights, duties or obligations of any of the parties hereto may be assigned without Bankruptcy Court approval.

Section 6.12 Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding on and shall inure to the benefit of each of the parties and their respective successors and assigns, except as otherwise provided herein. No party may assign, transfer, hypothecate or otherwise convey its respective rights, benefits, obligations or duties hereunder without the prior express written consent of the other parties and any such purported assignment, transfer, hypothecation, or other conveyance by any party without the prior express written consent of the other parties shall be null and void and of no force or effect. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of the parties with respect to the transactions contemplated hereby and no Entity shall be a third-party beneficiary of any of the terms and provisions of this Agreement, other than each of the Indemnified Parties and the Exculpated Parties with respect to Section 3.6 and Section 3.7, respectively, unless specifically set forth in this Agreement.

Section 6.13 Effective Date. This Agreement shall become effective on the Effective Date.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written and effective as of the Effective Date.

ON BEHALF OF THE ESTATES OF THE
DEBTORS.

By: _____

Name: _____

Title: _____

AS PLAN ADMINISTRATOR ON
BEHALF OF THE WIND-DOWN
DEBTOR

By: _____

Name: _____

Title: _____

Annex 1
Redline Exhibit B-2

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (this “Agreement”) is made this [●] day of [●], 2025, by and among Rhodium Encore LLC, Jordan HPC LLC, Rhodium JV LLC, Rhodium 2.0 LLC, Rhodium 10MW LLC, Rhodium 30MW LLC, Rhodium Enterprises, Inc., Rhodium Technologies LLC, Rhodium Renewables LLC, Air HPC LLC, Rhodium Shared Services LLC, Rhodium Ready Ventures LLC, Rhodium Industries LLC, Rhodium Encore Sub LLC, Jordan HPC Sub LLC, Rhodium 2.0 Sub LLC, Rhodium 10MW Sub LLC, Rhodium 30MW Sub LLC, and Rhodium Renewables Sub LLC (collectively, the “Debtors” or the “Wind-Down Debtor”, as applicable), and GXD Labs (the “Plan Administrator”), a wholly owned subsidiary of Atlas Grove Partners, in accordance with 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] (the “Plan”), as may from time to time be amended, supplemented, or otherwise modified in accordance with the terms thereof.¹

RECITALS

WHEREAS, Rhodium Encore LLC, Jordan HPC LLC, Rhodium JV LLC, Rhodium 2.0 LLC, Rhodium 10MW LLC, Rhodium 30MW LLC, Rhodium Enterprises, Inc., Rhodium Technologies LLC, Rhodium Renewables LLC, Air HPC LLC, Rhodium Shared Services LLC, Rhodium Ready Ventures LLC, Rhodium Industries LLC, Rhodium Encore Sub LLC, Jordan HPC Sub LLC, Rhodium 2.0 Sub LLC, Rhodium 10MW Sub LLC, Rhodium 30MW Sub LLC, and Rhodium Renewables Sub LLC filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on August 24 and 29, 2024 (the “Petition Dates”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”);

WHEREAS, the Plan contemplates that a Plan Administrator will be appointed as of the Effective Date (as defined below) to administer the Plan in accordance with the terms of the Plan and this Agreement and to take such other actions as may be authorized under the Plan and this Agreement;

WHEREAS, the Plan provides that the Plan Administrator will, among other things, direct the affairs of the Wind-Down Debtor;

WHEREAS, on [●] [●], 2025, the Bankruptcy Court entered an order confirming the Plan [Epic Docket No. [●]] (the “Confirmation Order”);

WHEREAS, pursuant to the Plan and the Confirmation Order, the Plan became effective on [●] [●], 2025 (the “Effective Date”);

WHEREAS, this Agreement is entered into in accordance with, and to facilitate the implementation and execution of, the Plan; and

¹ Capitalized terms used but not otherwise defined herein have the meaning set forth in the Plan.

WHEREAS, GXD Labs has agreed to serve as the Plan Administrator in accordance with this Agreement and the Plan.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, as well as the relevant provisions of the Plan, the parties hereto agree as follows:

ARTICLE I

ACCEPTANCE AND APPOINTMENT; FIDUCIARY STATUS

Section 1.1 Acceptance and Appointment. GXD Labs hereby (a) accepts appointment as the Plan Administrator as of the Effective Date and (b) agrees to observe and perform all duties and obligations imposed upon the Plan Administrator under the Plan, this Agreement, and the Confirmation Order, in each case, on and after the Effective Date. Other than the duties and obligations of the Plan Administrator specifically set forth in this Agreement, the Plan, or the Confirmation Order, the Plan Administrator shall have no duties or obligations of any kind or nature with respect to his or her position as such.

Section 1.2 Sole Director and Officer. On and after the Effective Date, the Plan Administrator shall act as the sole director and sole officer of the Wind-Down Debtor and the exclusive representative of each of the Estates or the Wind-Down Debtor. The Plan Administrator shall perform its obligations consistent with the Plan, this Agreement and applicable orders of the Bankruptcy Court. Pursuant to the Plan and this Agreement, the Plan Administrator shall act on behalf of the interest of all Holders of Claims and/or Interests that will receive distributions pursuant to the Plan.

ARTICLE II

GENERAL POWERS, RIGHTS AND OBLIGATIONS OF THE PLAN ADMINISTRATOR

Section 2.1 General Powers. On and after the Effective Date, subject in each instance to the terms and conditions of the Plan, the Confirmation Order and any further order of the Bankruptcy Court, the Plan Administrator shall have the following rights, powers, duties and responsibilities:

(a) The Plan Administrator shall control and exercise authority over the Wind-Down Debtor. The Plan Administrator will be the exclusive trustee of the assets of the Wind-Down Debtor (the “Wind-Down Debtor Assets”) for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. To the extent necessary, on and after the Effective Date, the Plan Administrator, in its capacity as Plan Administrator, shall be deemed to be a judicial substitute for the applicable Debtors as the party in interest in the Chapter 11 Cases, under the Plan, or in any judicial proceeding or appeal to which any of the Debtors is a party. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, the powers and authority of the Plan Administrator shall in all respects be subject to the terms of the

Plan and the Confirmation Order. The Plan Administrator shall execute all agreements and other documents on behalf of the Wind-Down Debtor with the signature “as Plan Administrator”.

(b) On the Effective Date the Plan Administrator: (a) shall be deemed to be the party vested with all rights, powers, privileges and authorities of an appropriate corporate or partnership director, officer, or manager of each of the Debtors under any applicable non-bankruptcy law; and (b) pursuant to Article [●] of the Plan, shall succeed to all rights, powers, privileges and authorities as is now, previously was, or would have been applicable to each Debtor’s directors, officers, and managers, including the rights of the Debtors as the direct or indirect owners of the Debtor Affiliates, as applicable, and shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions of the Plan, the Confirmation Order, and this Agreement; provided, however, that the Plan Administrator may continue to consult with or employ the Debtors’ former directors, officers, employees, and managers in its reasonable discretion.

(c) The Plan Administrator shall have control over the day-to-day decisions and operations of the Wind-Down Debtor.

(d) In connection with the implementation of the Plan on behalf of the Wind-Down Debtor, the duties and powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to make distributions thereunder and wind down the business and affairs of the Wind-Down Debtor (the “Wind Down”), all without the need for further order of the Bankruptcy Court, including, but not limited to:

- (i) implementing the Wind Down and making distributions contemplated by and in accordance with the Plan;
- (ii) marshalling, collecting, marketing for sale, liquidating and winding down any of the Debtors’ assets constituting the Wind-Down Debtor Assets;
- (iii) overseeing the accounts of the Debtors and the Wind-Down Debtor and the Wind Down and dissolution of the Debtors and the Wind-Down Debtor;
- (iv) implementing, pursuing, and adhering to the terms of the Plan, the Confirmation Order, and any related documents;
- (v) receiving, maintaining, conserving, supervising, prosecuting, collecting, settling, managing, investing, protecting, and, where appropriate, causing the Wind-Down Debtor to abandon the Wind-Down Debtor Assets, including causing the Wind-Down Debtor to invest any moneys held as Wind-Down Debtor Assets;
- (vi) opening, maintaining and closing bank accounts on behalf of or in the name of the Debtors or the Wind-Down Debtor, including, in the Plan

Administrator's discretion, separate bank accounts for each of the Debtors;

- (vii) establishing a Liquidating Trust or similar vehicle solely to the extent that the Plan Administrator deems it to be reasonably necessary or beneficial in effectuating the Wind Down;
- (viii) entering into any agreement or executing any document or instrument required by or consistent with this Agreement, the Plan or the Confirmation Order, and performing all obligations thereunder;
- (ix) protecting and enforcing the rights to the Wind-Down Debtor Assets (including any Retained Causes of Action) vested in the Wind-Down Debtor by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;
- (x) reviewing, reconciling, compromising, settling, objecting, or prosecuting Claims or Interests of any kind;
- (xi) seeking the examination of any Person or Entity pursuant to Federal Rule of Bankruptcy Procedure 2004 or otherwise;
- (xii) entering into a financing facility, which may include, but shall not be limited to, contingency fee arrangements with professionals, and utilizing the proceeds of the Wind-Down Debtor Assets to fund the pursuit of the Retained Causes of Action or otherwise facilitate the Wind Down;
- (xiii) retaining professionals, disbursing agents, and other agents, independent contractors, and third parties on behalf of the Wind-Down Debtor and/or the Plan Administrator, and paying the reasonable compensation thereof;
- (xiv) paying all lawful expenses, debts, charges, taxes, and other liabilities, and making all other payments relating to the Wind-Down Debtor Assets from the Wind Down Budget and the proceeds of the Wind-Down Debtor Assets;
- (xv) investigating, reviewing, reconciling, pursuing, commencing, prosecuting, compromising, settling, dismissing, releasing, waiving, withdrawing, abandoning,

resolving, or electing not to pursue all Retained Causes of Action, which, for the avoidance of doubt may include accepting claims from third parties to prosecute for the benefit of the Wind-Down Debtor and the stakeholders under the Plan;

- (xvi) reviewing and compelling turnover of the Debtors' or the Wind-Down Debtor's property;
- (xvii) calculating and making all distributions to the Holders of Allowed Claims against each Debtor, as provided for in, or contemplated by, the Plan;
- (xviii) withholding from the amount distributable to any Person or Entity the maximum amount needed to pay any tax or other charge that the Plan Administrator has determined, based upon the advice of its agents or professionals, may be required to be withheld from such distribution under the income tax or other Laws of the United States or of any state or political subdivision thereof;
- (xix) in reliance upon the Debtors' Schedules, the official register of Claims maintained in the Chapter 11 Cases, and the Debtors' filed lists of equity security holders, reviewing, and where appropriate, allowing or objecting to Claims and (if applicable) Interests, and supervising and administering the commencement, prosecution, settlement, compromise, withdrawal, or resolution of all objections to Disputed Claims and (if applicable) Disputed Interests required to be administered by the Wind-Down Debtor;
- (xx) making all tax withholdings, filing tax information returns, filing and prosecuting tax refunds claims, making tax elections by and on behalf of the Debtors or the Wind-Down Debtor, and filing tax returns for the Debtors, the Wind-Down Debtor, or the Liquidating Trust (if applicable) pursuant to and in accordance with the Plan, and paying taxes, if any, payable for and on behalf of the Debtors or the Wind-Down Debtor, as applicable; *provided, however*, the Plan Administrator shall not have any responsibility or personal liability in any capacity whatsoever for the signing or accuracy of the Debtors' income tax returns that are due to be filed after the Effective Date or for any tax liability related thereto;

- (xxi) abandon any Wind-Down Debtor Assets (other than cash and cash equivalents) that the Plan Administrator reasonably determines to be of de minimis monetary value or burdensome to the Plan Administrator's administration of the Wind-Down Debtor Assets, in each case after giving effect to the costs and expenses reasonably expected to liquidate such assets to Cash;
- (xxii) seeking a determination of tax liability or refund under Bankruptcy Code section 505;
- (xxiii) establishing reserves for taxes, assessments, and other expenses of administration of the Debtors or the Wind-Down Debtor as may be necessary and appropriate for the proper operation of matters incident to the Debtors or the Wind-Down Debtor;
- (xxiv) purchasing and carrying all insurance policies and paying all insurance premiums and costs that the Plan Administrator deems reasonably necessary or advisable;
- (xxv) undertaking all administrative functions remaining in the Chapter 11 Cases to the extent necessary to carry out the Debtors', the Wind-Down Debtor's, the Liquidating Trust's (if applicable), or the Plan Administrator's duties under the Plan, including filing post-confirmation and post-Effective Date reports and making required payments of Statutory Fees to the U.S. Trustee and overseeing the closing of the Chapter 11 Cases;
- (xxvi) retaining, terminating, appointing, hiring, or otherwise employing employees, personnel, management, and directors at any of the Wind-Down Debtor to the extent necessary to carry out the purposes of the Plan;
- (xxvii) exercising, implementing, enforcing, and discharging all of the terms, conditions, powers, duties, and other provisions of the Plan, the Confirmation Order, and this Agreement;
- (xxviii) make all necessary filings in accordance with any applicable law, statute, or regulation; and
- (xxix) taking all other actions consistent with the provisions of the Plan, the Confirmation Order, and this Agreement that the Plan Administrator deems reasonably necessary

or desirable to administer the Debtors and the Wind-Down Debtor.

(e) All Cash or other property held or collected by the Wind-Down Debtor shall be used solely for the purposes contemplated by the Plan, the Confirmation Order and this Agreement.

(f) The Plan Administrator is authorized, in its reasonable discretion, to invest the Wind-Down Debtor Assets with a bank that is on the U.S. Trustee approved list for section 345 deposits. Subject to the foregoing, any investments of the Wind-Down Debtor Assets (i) shall be administered in view of the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs and (ii) shall be limited to demand and time deposits, such as certificates of deposit, having maturities of not more than one year, and U.S. Treasury bills or other temporary liquid investments that are readily convertible to known amounts of Cash. The Plan Administrator shall have no liability for interest or producing income on any moneys received hereunder, and held for distribution or payment pursuant to the terms of the Plan and this Agreement.

(g) The Plan Administrator shall not authorize the Wind-Down Debtor to enter into or engage in any trade or business or use or dispose of any Wind-Down Debtor Assets in furtherance of any trade or business except to the extent reasonably necessary to, and consistent with, the purpose of the Plan.

(h) From and after the Effective Date, the Plan Administrator, on behalf of the Wind-Down Debtor, shall be solely authorized, with respect to those Claims or Interests which are not Allowed under the Plan, the Confirmation Order or by Bankruptcy Court order, to review, and where appropriate, allow or object to Claims and (if applicable) Interests, and supervise and administer the commencement, prosecution, settlement, compromise, withdrawal, or resolution of all objections to Disputed Claims and (if applicable) Disputed Interests required to be administered by the Wind-Down Debtor. Pursuant to the Plan, the Wind-Down Debtor reserves the right to seek an order of the Bankruptcy Court extending any Claims Objection Deadline.

(i) When all Disputed Claims have become Allowed or Disallowed, all Retained Causes of Action have been pursued, settled, resolved or abandoned, and all remaining Cash has been distributed in accordance with the Plan (or the Plan Administrator otherwise determines in its reasonable business judgment that the Wind-Down Debtor lacks sufficient assets and financial resources, after reasonable collection efforts, to complete its duties), the Plan Administrator shall seek authority from the Bankruptcy Court to close any remaining Chapter 11 Cases of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules. Upon a certification to be filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Wind-Down Debtor shall be deemed to be dissolved without any further action by the Wind-Down Debtor, including the filing of any documents with the secretary of state for the state in which each Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Wind-Down Debtor.

Section 2.2 Pursuit and Resolution of Causes of Action. Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, the Wind-Down Debtor shall have the right to investigate, pursue or not pursue, compromise, or settle any dispute with respect to the Wind-Down Debtor Assets (including the Retained Causes of Action). On and after the Effective Date, the Wind-Down Debtor may, without further Bankruptcy Court approval, commence, litigate, and settle any Retained Causes of Action or Claims relating to any Wind-Down Debtor Assets, or rights to payment or Claims that belong to each Debtor as of the Effective Date, or are instituted by the Wind-Down Debtor on or after the Effective Date, except as otherwise expressly provided herein or in the Plan. The Wind-Down Debtor shall be entitled to enforce all defenses and counterclaims to all Claims asserted against the Debtors and their Estates, including setoff, recoupment, and any rights under section 502(d) of the Bankruptcy Code. In pursuing any Claim, right, or Cause of Action, including the Retained Causes of Action, the Wind-Down Debtor (and any Liquidating Trust, as applicable) shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtors' rights with respect to the time periods in which a Cause of Action may be brought under section 546 of the Bankruptcy Code. For the avoidance of doubt, the Plan Administrator may seek (but is not required to seek or obtain) Bankruptcy Court approval of any settlement of any Retained Causes of Action.

Section 2.3 Retention of Attorneys and Other Professionals by Plan Administrator. The Plan Administrator shall have the right to retain the services of attorneys, accountants, experts, advisors, investigators, appraisers, real estate brokers, auctioneers, consultants, financial advisors and other professionals that, in the discretion of the Plan Administrator, are necessary or appropriate to assist the Plan Administrator in the performance of his or her duties, without notice or approval of the Bankruptcy Court. The reasonable fees and expenses of such professionals shall be paid by the Wind-Down Debtor upon the submission of statements to the Plan Administrator without notice or approval of the Bankruptcy Court. Such professionals do not need to be "disinterested," as defined by the Bankruptcy Code, and may include the attorneys, accountants, consultants, financial advisors and other professionals employed by any party in the Chapter 11 cases. The Plan Administrator may retain such professionals without notice or further approval from the Bankruptcy Court, and the Plan Administrator will be permitted to retain any such professionals in light of the efficiencies implicit in continuity.

Section 2.4 Privileges. On the Effective Date, all attorney client privileges, work product protections, and other privileges or immunities ("Privileges") held by any one or more of the Debtors, including any predecessors, pre-petition or post-petition committees or sub-committees of any boards or equivalent governing body of any of the Debtors and their predecessors and such boards or equivalent governing bodies, or other designated Entities or Persons (collectively, the "Privilege Transfer Parties") shall vest in and be succeeded to by the Wind-Down Debtor. For the avoidance of doubt, the Plan Administrator's receipt of such information (or the transfer of any privileged books and records provided to the Plan Administrator) shall not waive any Privileges and such Privileges are fully preserved.

The foregoing transfer and assignment shall vest the Privileges exclusively in the Plan Administrator, consistent with sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code, for the sole benefit of the Plan Administrator and the Wind-Down Debtor. The Plan

Administrator shall have the exclusive authority and sole discretion to maintain the Privileges, or waive any Privileges and/or disclose and/or use in litigation or any proceeding any or all information subject to any Privilege.

The Privilege Transfer Parties and all directors, officers or persons with similar roles at any of the Debtors and professionals who are or were retained by any of them, agree to take all necessary actions to effectuate the transfer of such Privileges, and to provide to the Plan Administrator without the necessity of a subpoena all information requested by the Plan Administrator and/or pertinent to the affairs of the Wind-Down Debtor and activities of the Plan Administrator (“Transferred Information”) in their respective possession, custody, or control. For the avoidance of doubt, the Plan Administrator is further expressly authorized to formally or informally request documents, testimony or other information that would constitute Transferred Information from any persons, including attorneys, professionals, consultants and experts that may possess Transferred Information, and no such person may object to the production to the Plan Administrator of such Transferred Information on the basis of a Privilege held by a Privilege Transfer Party. Until and unless the Plan Administrator makes a determination in its sole discretion to waive any Privilege, Transferred Information shall be produced solely to the Plan Administrator or as required by law.

Section 2.5 Cooperation and Access to Information. On and after the Effective Date, the Wind-Down Debtor shall maintain documents in accordance with the Debtors’ standard document retention policies, if any, as such policies may be altered, amended, modified, or supplemented by the Wind-Down Debtor. ~~The all~~All directors, officers or persons with similar roles at any of the Debtors, as applicable, shall use commercially reasonable efforts, upon reasonable requests, to cooperate with the Plan Administrator in carrying out this ~~agreement~~Agreement and the activities contemplated hereby, including, without limitation providing the Plan Administrator and its professionals for fact finding, consultation, interviews and as witnesses ~~(including as needed to authenticate documents where appropriate concerning matters relevant to the Wind Down, taking commercially reasonable measures to retain documents relevant to the Wind Down, and providing commercially reasonable assistance to maximize the value of the Retained Causes of Action and Claims and Causes of Action against any parties that are not “Released Parties.”~~ For the avoidance of doubt, the Plan Administrator may, ~~in its sole discretion~~, reasonably compensate such parties for their cooperation in connection with section 2.5 of this Agreement, provided that no party shall be required to incur unreimbursed costs in connection with such cooperation.

In connection with this engagement, upon reasonable request, the Plan Administrator shall have complete and full access to all relevant information that the Plan Administrator deems appropriate. It is understood that the Plan Administrator (a) is relying solely upon the information supplied by the Debtors and their respective representatives without assuming any responsibility for independent investigation or verification thereof, and (b) shall have the absolute and unconditional right to rely on the information provided by the Debtors and their respective representatives and shall not incur any liability by relying on such information.

The Plan Administrator shall be permitted, in his or her discretion, to abandon, destroy or otherwise dispose of any books and records of the Debtors and/or Wind-Down Debtor that the Plan Administrator deems not necessary for the continued administration of the Plan or the Wind

Down, or required to be retained under applicable law, without the need for any order of the Bankruptcy Court, and shall have no liability for same. For the avoidance of doubt, nothing herein shall limit the rights accorded to the Plan Administrator pursuant to Section 2.4.

Section 2.6 Potential Conflicts. Should the Plan Administrator perceive or any party in interest assert that the Plan Administrator holds a conflict of interest with regard to the performance of any aspect of their duties under this Agreement, the issue may be brought to the Bankruptcy Court for consideration.

Section 2.7 Liquidating Trust. The Plan Administrator, in his or her discretion (subject to the terms of the Plan and the Confirmation Order) shall have the right to establish a Liquidating Trust to the extent the Plan Administrator determines that a Liquidating Trust would more efficiently wind down the Estates, or otherwise maximize value for the Holders of Claims and/or Interest entitled to distributions from the Wind-Down Debtor under the Plan.

ARTICLE III

TERM OF SERVICE, RESIGNATION AND REMOVAL OF THE PLAN ADMINISTRATOR; APPOINTMENT OF SUCCESSOR; STANDARD OF CARE; COMPENSATION OF PLAN ADMINISTRATOR AND PROFESSIONALS

Section 3.1 Term of Service. The Plan Administrator shall serve in such capacity through the earlier of (a) the date on which the Wind-Down Debtor is dissolved and (b) the date on which a Plan Administrator resigns, is terminated, or is otherwise unable to serve.

Section 3.2 Resignation of the Plan Administrator. The Plan Administrator may resign at any time upon thirty (30) days' written notice delivered to the Bankruptcy Court; provided that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator, to be chosen by the SAFE AHG or, to the extent that the holders of Allowed Class 6 SAFE Claims, including, for the avoidance of doubt, the SAFE AHG Substantial Contribution Claim, have been paid in full in accordance with the Plan, by Transcend Partners Legend Fund LLC; Valley High LP; GR Fairbairn Family Trust; Grant Fairbairn Revocable Trust; Nina Claire Fairbairn Revocable Trust; NCF Eagle Trust; GRF Tiger Trust; and NC Fairbairn Family Trust (collectively, the "Transcend Group"), or to the extent the claim of the Transcend Group has been paid in full in accordance with the Plan, by the Holders of Common Interests (acting by majority vote).

Section 3.3 Removal of Plan Administrator. Upon Motion to the Bankruptcy Court by the holder of a Claim or Common Interest Holder who is entitled to a potential distribution under the Plan, and entry of an order granting such Motion, the Bankruptcy Court shall have the authority to remove the Plan Administrator at any time, with cause. Cause for removal shall exist solely to the extent the Plan Administrator is determined to have engaged in fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court. During the pendency of any dispute before the Bankruptcy Court regarding removal of the Plan Administrator, the Plan Administrator shall continue to discharge its rights, obligations, and duties set forth in the Plan and this Agreement.

Section 3.4 Continuity; Appointment of a Successor Plan Administrator.

(a) The death, incapacity, dissolution, resignation, or removal of the Plan Administrator shall not operate to terminate any agency or employment created by this Agreement or invalidate any action theretofore taken by the Plan Administrator. In the event of a vacancy by reason of death, incapacity, dissolution, resignation or removal of the Plan Administrator or prospective vacancy by reason of resignation or removal, the SAFE AHG or, to the extent that the holders of Allowed Class 6 SAFE Claims, including, for the avoidance of doubt, the SAFE AHG Substantial Contribution Claim, have been paid in full in accordance with the Plan, the Transcend Group, or to the extent the claim of the Transcend Group has been paid in full in accordance with the Plan, the Holders of Common Interests (acting by majority vote).

(b) If the SAFE AHG or, to the extent that the holders of Allowed Class 6 SAFE Claims, including, for the avoidance of doubt, the SAFE AHG Substantial Contribution Claim, have been paid in full in accordance with the Plan, the Transcend Group, or to the extent the claim of the Transcend Group has been paid in full in accordance with the Plan, the Holders of Common Interests (acting by majority vote), has not appointed a successor Plan Administrator within thirty (30) days of the occurrence or effectiveness, as applicable, of the prior Plan Administrator's death, incapacity, dissolution, resignation or removal, then the Bankruptcy Court, upon the motion of counsel to the Plan Administrator or another party in interest, shall approve a successor to serve as the Plan Administrator.

(c) A successor Plan Administrator, without any further action or approval, shall (i) become fully vested with all the rights, powers, duties, and obligations of the Plan Administrator and (ii) become the sole director and sole officer of each of the Wind-Down Debtor; *provided, however*, that no Plan Administrator shall be liable for the acts or omissions of any prior or subsequent Plan Administrator.

Section 3.5 Plan Provisions. In connection with all actions taken in his, her or its capacity as Plan Administrator, the Plan Administrator shall be entitled to rely upon the applicable exculpation, release, and indemnification and limitation of liability provisions set forth in any corporate organizational document, this Agreement, the Plan, and the Confirmation Order. Notwithstanding anything herein, a Plan Administrator shall not be entitled to release, exculpation, or indemnification for any act or omission that the Plan Administrator is determined to have committed by means of fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court, provided that in no event will the Plan Administrator be liable for punitive, exemplary, consequential, or special damages under any circumstances..

Section 3.6 Indemnification. The Wind-Down Debtor shall indemnify and hold harmless, to the fullest extent of the law, in all respects (a) the Plan Administrator (in his, her or its capacity as such and as sole officer and sole director of each of the Wind-Down Debtor and representative of the Estates), and (b) all professionals retained by the Wind-Down Debtor (collectively, the "Indemnified Parties" and each, an "Indemnified Party"), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to costs and expenses of investigating, analyzing and responding to claims, and attorneys' fees arising out of or due to their actions or omissions, or consequences of such

actions or omissions, other than acts or omissions resulting from such Indemnified Party's gross negligence, fraud or willful misconduct, with respect to the Wind-Down Debtor or the implementation or administration of the Plan or this Agreement as determined by a Final Order of the Bankruptcy Court. To the extent an Indemnified Party asserts a claim for indemnification as provided above, the legal fees and related costs incurred by counsel to such Indemnified Party in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced by the Wind-Down Debtor (and such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined through a Final Order that such Indemnified Party is not entitled to be indemnified therefore). The indemnification provisions of the Plan or this Agreement shall remain available to and be binding upon any former Plan Administrator (or the estate of any decedent Plan Administrator) and shall survive the termination of this Agreement.

Section 3.7 Exculpation. No Indemnified Party shall be liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements incurred, caused by, relating to, based upon, or arising out of (directly or indirectly) the Indemnified Party's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Agreement, the Plan, the Confirmation Order, any other order of the Bankruptcy Court or applicable law or as may arise by reason of any action, omission or error of an Indemnified Party, and Persons dealing or having any relationship with the Wind-Down Debtor and/or the Estates shall have recourse only to the Wind-Down Debtor Assets and shall look only to the Wind-Down Debtor Assets to satisfy any liability or other obligations incurred in carrying out the terms of the Plan and this Agreement, and the Indemnified Parties shall not have any personal obligation to satisfy any such liability; *provided, however*, that the foregoing limitations shall not apply to any acts or omissions ultimately and finally determined by a final and non-appealable order of a court of competent jurisdiction to be the direct result of such Indemnified Party's gross negligence, fraud or willful misconduct. None of the Indemnified Parties is deemed to be responsible for any other Indemnified Party's actions or inactions. The Indemnified Parties may, in connection with the performance of their functions hereunder and under the Plan, and in their sole and absolute discretion, consult with professionals and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such professionals or any order of the Bankruptcy Court. Notwithstanding such authority, such Indemnified Parties shall not be under any obligation to consult with any professionals and their determination not to do so shall not result in the imposition of liability, unless such determination is based upon gross negligence, fraud or willful misconduct as determined by a final and non-appealable order of a court of competent jurisdiction; *provided* that in no event will any such person be liable for punitive, exemplary, consequential, or special damages under any circumstances. Any action taken or omitted to be taken by the Indemnified Parties after the Effective Date on the advice of counsel or with the approval of the Bankruptcy Court will conclusively be deemed not to constitute gross negligence, fraud, or willful misconduct. The foregoing indemnification and exculpation with respect to any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which it was deemed indemnified and exculpated and the termination or modification of this Agreement.

Section 3.8 Insurance. The Plan Administrator is authorized (but not required) to obtain and pay at the expense of the Wind-Down Debtor all reasonably necessary insurance coverage for itself, the Wind-Down Debtor, and their respective agents, representatives, and employees or independent contractors, in connection with the Chapter 11 Cases and the Wind Down of the Wind-Down Debtor (in the form of any errors and omissions policy or otherwise), including, but not limited to, coverage with respect to commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Wind-Down Debtor, which insurance coverage may remain in effect for a reasonable period of time as determined by the Plan Administrator after the termination of this Agreement.

Section 3.9 Burden of Proof. In any proceeding brought by the Wind-Down Debtor or any other Person who is bound by this Agreement challenging any action, determination or failure to act of the Plan Administrator in the Plan Administrator's discharge of its duties under this Agreement, the Person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act constitute gross negligence, fraud or willful misconduct.

Section 3.10 Reliance by the Plan Administrator. The Indemnified Parties may absolutely rely on, and shall be fully protected in acting or refraining from acting if it relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that it, as applicable, has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, fraud, or willful misconduct in respect of the Indemnified Parties' duties as found by a final and non-appealable court of competent jurisdiction, or material breach of this Agreement, it, as applicable, may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Plan Administrator may consult with counsel and other professionals with respect to matters the Plan Administrator reasonably believes to be in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administrator. The Plan Administrator shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in reliance thereon. The Plan Administrator shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Agreement, the Plan or any other document executed in connection therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

Section 3.11 Reliance by Entities Dealing with the Plan Administrator. In the absence of actual knowledge to the contrary, any Person or Entity dealing with the Wind-Down Debtor shall be entitled to rely on the authority of the Plan Administrator to act on behalf of the Wind-Down Debtor, and shall have no obligation to inquire into the existence of such authority.

Section 3.12 Standard of Care. The fiduciary duties of the Plan Administrator shall be, and hereby are, eliminated to the fullest extent permitted by applicable law. Subject to applicable law, the Plan Administrator shall not be liable for any act they may do or omit to do as Plan Administrator while acting in good faith and in the exercise of their reasonable business judgment. The foregoing limitation on liability will apply equally to the agents, and/or employees of the Plan Administrator, as applicable, including the professionals acting on behalf of the Plan Administrator in the fulfillment of the Plan Administrator's duties hereunder. Nothing in this Agreement shall be deemed to prevent the Plan Administrator from taking, or failing to take, any action that based upon the advice of counsel or other professionals, the Plan Administrator reasonably determines it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty of the Plan Administrator.

Section 3.13 No Successor Liability. Except as otherwise expressly provided in the Plan and the Confirmation Order, the Plan Administrator (i) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the assets of the Debtors prior to the Effective Date; (ii) are not, and shall not be, successors to the Debtors by any reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date; and (iii) shall not have any successor or transferee liability of any kind or character.

Section 3.14 Survival. The provisions of this Article III shall survive the termination of this Agreement and the death, resignation, removal, liquidation, dissolution, or replacement of either or both Administrators. The provisions of this section are in the nature of contractual obligations and no change in applicable law or the Debtors' charter, bylaws or other organizational documents or policies shall affect the Administrators' or the other Indemnified Parties' rights hereunder.

Section 3.15 Compensation of Plan Administrator and Professionals.

(a) For its services, the Plan Administrator shall receive \$50,000 per month plus 15% of (a) the net proceeds from the sale of any Wind Down Assets and (b) any saving achieved after the Effective Date with respect to the Contingency Fee Professional Reserve and claim objections. Such monthly fee shall be payable in advance on the first day of each month beginning with the first full month following the Effective Date.

(b) In addition to the fees described above, the Plan Administrator shall be entitled to reimbursement of all reasonable and documented costs and expenses.

(c) The Plan Administrator's compensation structure may be modified from time to time by agreement between the Plan Administrator and the SAFE AHG or, to the extent that the holders of Allowed Class 6 SAFE Claims, including, for the avoidance of doubt, the SAFE AHG Substantial Contribution Claim, have been paid in full in accordance with the Plan, the Transcend Group, or to the extent the claim of the Transcend Group has been paid in full in accordance with the Plan, the Holders of Common Interests (acting by majority vote).

(d) All professionals retained by the Wind-Down Debtor shall be entitled to reasonable compensation for services rendered and reimbursement of expenses reasonably incurred in rendering such services. Such professionals shall deliver to the Plan Administrator reasonably detailed monthly invoices or fee statements.

(e) The payment of the fees and expenses of the Plan Administrator and professionals retained by the Wind-Down Debtor shall be paid from the Wind-Down Debtor Assets in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court.

Section 3.16 Information and Reporting. In its discretion, from time to time the Plan Administrator may file with the Bankruptcy Court a statement describing the progress of the Wind Down and the activities of the Wind-Down Debtor, in such detail and covering such matters as the Plan Administrator determines is appropriate in its discretion.

ARTICLE IV

TERMINATION

Section 4.1 Termination. This Agreement shall terminate upon the dissolution of the Wind-Down Debtor and the entry of an order by the Bankruptcy Court closing the Chapter 11 Cases. All provisions of this Agreement that expressly survive by their terms shall remain in effect in accordance with their terms. All of the protective provisions contained in ARTICLE III of this Agreement shall survive the termination of this Agreement and the death, dissolution, resignation or removal, as may be applicable, of the Plan Administrator and the Indemnified Parties and shall inure to the benefit of their respective heirs and assigns.

Section 4.2 Dissolution of the Debtors. The Wind-Down Debtor will be dissolved by the Plan Administrator as soon as practicable after the liquidation, administration, and distribution of the Wind-Down Debtor Assets, and the pursuit and resolution of the Retained Causes of Actions or Claims in accordance with the terms of this Agreement and the Plan, and its full performance of all other duties and functions set forth herein or in the Plan. The Plan Administrator shall not unduly prolong the duration of the Debtors or the pursuit of the Retained Causes of Actions.

Section 4.3 Obligations of the Plan Administrator Upon Termination. Upon or as soon as practicable after termination of this Agreement, the Plan Administrator shall (solely at the expense of the Wind-Down Debtor) (a) file a certificate or other document with the Bankruptcy Court stating that (i) the assets of the Wind-Down Debtor have been exhausted and final distributions of Cash have been made under the Plan or (ii) the Wind-Down Debtor lacks sufficient assets and financial resources, after reasonable collection efforts, to continue the wind-down process, and (b) be deemed to have resigned as the sole officer, and sole director of the Wind-Down Debtor. Upon the filing of certificate(s) described in clause (a) of the preceding sentence, the relevant Debtors and/or Wind-Down Debtor shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Wind-Down Debtor or payments to be made in connection therewith.

Section 4.4 No Other Duties or Obligations. The Plan Administrator shall have no duties or obligations under law or otherwise except as set forth in this Agreement and pursuant to the Plan. Except as otherwise specifically provided herein, after the termination of this Agreement pursuant to the terms hereof, the Plan Administrator shall have no further duties or obligations hereunder and pursuant to the Plan.

ARTICLE V

DISTRIBUTIONS

Section 5.1 Reserves. Before making distributions to any to Holders of Claims, the Plan Administrator shall, in his or her reasonable discretion, ensure there are reserves in an amount sufficient to meet any and all accrued expenses and obligations of the Wind-Down Debtor, including professional fees and expenses, and fees owed to the U.S. Trustee, in each case as applicable and in accordance with the Plan and the Confirmation Order.

Section 5.2 Distributions Under the Plan.

(a) Distributions shall be made in accordance with the Plan and the Confirmation Order. With respect to all payments and distributions made under the Plan, the Plan Administrator shall cause the Wind-Down Debtor to comply with all withholding and reporting requirements of any federal, state, local or foreign taxing authority and, in the event the Plan Administrator retains accountants or other professionals, shall have the right to rely on the advice of such in connection with all tax and reporting matters.

(b) Any party entitled to receive any property or distribution under the Plan shall, upon request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator, Form W-9 or, if the payee is a foreign Person, an applicable Form W-8, unless such Person is exempt under the internal revenue code and so notifies the Plan Administrator. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the Claim Holder fails to comply within ninety (90) days after the request, the amount of such distribution shall irrevocably revert to the Wind-Down Debtor and any Claim or Interest in respect of such distribution shall be expunged without need of further order of the Bankruptcy Court and the Holder thereof shall be forever barred from asserting such Claim or Interest against any Debtor and their respective assets and property. The Plan Administrator may, but is not required to, file a notice with the Bankruptcy Court indicating which Claims are to be expunged for failure to comply with such requests for tax information or on account of being unclaimed distributions. If such information is requested, the request shall be sent to the address provided in proofs of claim submitted or, if no such form has been provided, to the last known address for such entity provided by the Debtors to the Plan Administrator.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 Descriptive Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.2 Amendment and Waiver. This Agreement may be amended or modified by the Plan Administrator with entry of an order from the Bankruptcy Court in any way that is not inconsistent with the Plan or the Confirmation Order and that is necessary to implement the provisions of the Plan and to facilitate the Wind Down and maximize the value of the Wind-Down Debtor Assets (including to clarify any ambiguity or inconsistency or render the Agreement in compliance with its stated purposes); provided, however, for the avoidance of doubt, the identity and/or compensation of the Plan Administrator may be amended by the terms set forth herein without entry of an order from the Bankruptcy Court.

Section 6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the rules of conflict of laws of the State of Texas or any other jurisdiction that would result in the application of law of a jurisdiction other than Texas.

Section 6.4 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Executed copies of this Agreement may be delivered by facsimile, electronic mail, PDF or other electronic means and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 6.5 Severability; Validity. If any provision of this Agreement or the application thereof to any Entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Entities or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

Section 6.6 Notices. Any notice or other communication hereunder shall be deemed given upon (a) confirmed delivery by a standard overnight carrier or when delivered by hand, or (b) the expiration of five (5) Business Days after the date mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice), and in all instances shall include a concurrent copy via e-mail to the e-mail addresses set forth below:

If to the Plan Administrator:

GXD Labs
Attn: David Proman
7301 SW 57th Court, Suite 515
Miami, FL 33143

Tel: (305) 458-9023
Email: david@gxdlabs.io

with a copy to counsel:

[•]
Attn: [•]
[ADDRESS]
[ADDRESS]
Tel: [•]
Email: [•]

and

[•]
Attn: [•]
[ADDRESS]
[ADDRESS]
Tel: [•]
Email: [•]

Section 6.7 Change of Address. Any entity may change the address at which it is to receive notices under this Agreement by furnishing written notice to the parties listed in Section 6.6 of this Agreement in the manner set forth therein. Such change of address shall be effective ten (10) Business Days after service of such notice.

Section 6.8 Relationship to Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and Confirmation Order. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and Confirmation Order, whether or not such action is specified in this Agreement. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan or Confirmation Order, the provisions of the Plan and Confirmation Order control.

Section 6.9 Meaning of Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, and words importing the singular number include the plural number and vice versa.

Section 6.10 Retention of Jurisdiction. As provided in Article XI of the Plan, the Bankruptcy Court shall retain jurisdiction over the Wind-Down Debtor, including, but not limited to, for the purpose of interpreting and implementing the provisions of this Agreement; provided, however, that nothing in this Section or Article XI of the Plan shall prevent the Plan Administrator or the Wind-Down Debtor from pursuing the Retained Causes of Action in jurisdictions other than the Bankruptcy Court.

Section 6.11 Assignment. Neither this Agreement nor any of the rights, duties or obligations of any of the parties hereto may be assigned without Bankruptcy Court approval.

Section 6.12 Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding on and shall inure to the benefit of each of the parties and their respective successors and assigns, except as otherwise provided herein. No party may assign, transfer, hypothecate or otherwise convey its respective rights, benefits, obligations or duties hereunder without the prior express written consent of the other parties and any such purported assignment, transfer, hypothecation, or other conveyance by any party without the prior express written consent of the other parties shall be null and void and of no force or effect. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of the parties with respect to the transactions contemplated hereby and no Entity shall be a third-party beneficiary of any of the terms and provisions of this Agreement, other than each of the Indemnified Parties and the Exculpated Parties with respect to Section 3.6 and Section 3.7, respectively, unless specifically set forth in this Agreement.

Section 6.13 Effective Date. This Agreement shall become effective on the Effective Date.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written and effective as of the Effective Date.

ON BEHALF OF THE ESTATES OF THE
DEBTORS.

By: _____

Name: _____

Title: _____

AS PLAN ADMINISTRATOR ON
BEHALF OF THE WIND-DOWN
DEBTOR

By: _____

Name: _____

Title: _____

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. Kirkland & Ellis LLP (“**K&E**”) for professional services to any Debtor (or Affiliate thereof) prior to the Petition Date related to K&E’s representation of, and/or services provided to, any Debtor (or Affiliate thereof), including claims or causes of action for negligence (or

malpractice), gross negligence, breach of fiduciary duty, breach of contract, and any other claims or causes of action arising from or related to K&E's representation of, and/or services provided to, any Debtor (or Affiliate thereof).

4. All defenses, counterclaims, crossclaims and any affirmative defenses of the Debtors (or Affiliate thereof) related to the (a) 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 and (b) claims against the Debtors;
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 Causes of Action, potential counterclaims, and defenses that may be asserted against:

- (i) each Person against whom a Cause of Action is retained 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.

Annex 2
Redline Exhibit C

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**.~~
3. Kirkland & Ellis LLP (“K&E”) for professional services to any Debtor (or Affiliate thereof) prior to the Petition Date related to K&E’s representation of, and/or services provided to, any Debtor (or Affiliate thereof), including claims or causes of action for negligence (or malpractice), gross negligence, breach of fiduciary duty, breach of contract, and any other claims or causes of action arising from or related to K&E’s representation of, and/or services provided to, any Debtor (or Affiliate thereof).
4. All defenses, counterclaims, crossclaims and any affirmative defenses of the Debtors (or Affiliate thereof) related to the (a) 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 and (b) claims against the Debtors;
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 Causes of Action, potential counterclaims, and defenses that may be asserted against:

- (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)

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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 Catatao	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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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, Danuamall	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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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 Barth	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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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
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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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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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 Catatao	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
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Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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

Debtor Name	Contract Counterparty	Contract Description	Cure Amount
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 Shared Services LLC	UnitedHealthcare Insurance Company	Health Insurance	None
Rhodium Shared Services LLC	The Guardian Life Insurance Company of America	Dental, Vision, Short-Term Disability, Life Insurance	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 (Cumberbland)	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

ILLUSTRATIVE WIND-DOWN BUDGET¹

¹ All amounts set forth herein are non-binding estimates and actual amounts incurred may be higher. All amounts are subject to material revision in all respects.

Item	Amount ²
Plan Administrator Fees	\$600,000 ³
Claims Administration ⁴	\$TBD ⁵
Wind Down Employees, non-legal professionals, insurance, taxes and other miscellaneous expenses	\$300,000
U.S. Trustee Fees ⁶	\$200,000
Legal Budget ⁷	\$TBD
Total Plan Administrator Budget is estimated by the Plan Proponents to be \$2 million.	

² This budget assumes that it will take not more than one year to pursue causes of action against third parties. However, such period may be shorter or longer depending upon a number of factors, including, the discovery period and whether there are any settlements. The actual amount incurred by the Plan Administrator may be higher or lower than the estimate. The Plan Administrator may, in accordance with the Plan Administrator Agreement, incur debt and/or utilize the proceeds of the Wind Down Assets to fund the Wind Down Debtor.

³ The Plan Administrator shall receive \$50,000 per month plus 15% of (a) the net proceeds from the sale of any Wind Down Assets and (b) any saving achieved after the Effective Date with respect to the Contingency Fee Professional Reserve and claim objections. Plan Administrator fees are estimated assume it will take approximately one year to resolve all issues related to the Wind Down Debtor and close the Chapter 11 Cases. However, such period may be shorter or longer.

⁴ The estimated amount assumes that claims reconciliation will take approximately six (6) months. However, the period of time to reconcile claims may be shorter or longer depending on a number of factors, including, whether there are any contested claims matters, and the time required to resolve the fee claims dispute with Lehotsky Keller Cohn LLP and the appeal asserted by Midas Green with respect to its asserted claim.

⁵ The determination of whether to pursue any claim objections, and the fee structure related to same, for the benefit of holders of Claims and Interests will be made by the Plan Administrator. At this time, the legal fees and expenses associated with such claim objections is too speculative to estimate.

⁶ U.S. Trustee fees are calculated based on assumption that remaining cash as of the Effective Date will be disbursed, subject to the other terms hereof. The Liquidation Analysis prepared in connection with the Plan included \$500,000 for U.S. Trustee fees related to disbursements made in the 4th quarter of 2025, which are assumed to include substantially all distributions to holders of SAFE Claims. The estimate contained herein is for U.S. Trustee fees incurred for distributions made in 2026. U.S. Trustee fees may be higher if additional amounts are recovered through litigation and/or if the Plan Administrator requires additional time to pursue and resolve causes of actions against third parties.

⁷ The determination of whether to pursue any litigation, and the fee structure related to same, for the benefit of holders of Claims and Interests will be made by the Plan Administrator. At this time, the legal fees and expenses associated with such litigation is too speculative to estimate.

Reserves	
Plan Cash Reserve ⁸	TBD
Professional Fee Escrow ⁹	\$9,200,000
Contingency Fee Professional Reserve ¹⁰	\$8,180,460.98
Transcend Claim Reserve	\$2,500,000

⁸ The Plan Cash Reserve will be equal to the Debtors' cash on hand as of the Plan Effective Date less the Plan Administrator Budget, Professional Fee Reserve, the Contingency Fee Professional Reserve and the Transcend Claim Reserve.

⁹ This Professional Fee Escrow shall be calculated in accordance with the terms of the Plan. Amounts set forth herein are calculated based on the professional fee estimates utilized in connection with the Liquidation Analysis and are the Plan Proponents' best, reasonable estimate of these amounts. These amounts will be updated in accordance with the procedures set forth in the Plan prior to the Effective Date and are subject to material revision in all respects. The reserve of these funds is not an admission of liability by any party, including the Plan Proponents.

¹⁰ This Contingency Fee Professional Reserve includes amounts escrowed by the Debtors for the payment of contingent fees asserted by Lehotsky Keller Cohn LLP and B. Riley Securities, Inc. The calculation of fees is subject to a live dispute before the Court. The reserve of these funds was made at the direction of the Court and is not an admission of liability by any party, including the Plan Proponents.

**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)
	§	

**SECOND 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**

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*Attorneys for the Ad Hoc
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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.



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Dated: November 30, 2025
Houston, Texas

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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**”), together with the Ad Hoc Group of SAFE Parties (as described herein, the “**SAFE AHG**”), propose the following first amended joint chapter 11 plan of liquidation (the “**Plan**”) 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 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 Plan, the settlements and transactions contemplated thereby, and certain related matters. The Debtors and the SAFE AHG are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code (in such capacity, collectively, the “**Plan Proponents**”).

The Plan Proponents have proposed the Plan in light of the Bankruptcy Court’s *Memorandum Opinion Overruling Debtors’ Omnibus Objection at ECF No. 1126 to the SAFE Proofs of Claim* (Docket No. 1592) and accompanying Order (Docket No. 1593). Pursuant to that Opinion and accompanying Order, the Bankruptcy Court held that obligations arising under the SAFE Agreements (as defined herein) are Claims under the Bankruptcy Code. Accordingly, such SAFE obligations have a recovery priority superior to that of Common Interests in the Debtors. The Plan therefore directs the majority of the value of the Debtors’ Estates to be distributed under the Plan to the Holders of SAFE Claims.

Pursuant to the Payment Orders (as defined herein), the Debtors obtained Bankruptcy Court authorization to, among other things, make distributions to Holders of certain Secured Claims, General Unsecured Claims, and Guaranteed Unsecured Claims in accordance with the terms of the Payment Orders. For the avoidance of doubt, all distributions made pursuant to the Payment Orders shall be in lieu of any payments due on account of such Claims under this Plan, and all such Claims shall be extinguished in the same manner as though the distributions had been made pursuant to this Plan.

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

ARTICLE I. DEFINITIONS AND INTERPRETATION.

A. Definitions.

The following terms shall have the respective meanings specified below:

1.1 “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. Administrative Expense Claims shall include, without limitation, the SAFE AHG Substantial Contribution Claim.

1.2 “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.

1.3 “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 or any Late Filed Claim accepted by Final Order of the Bankruptcy Court or deemed timely filed by Final Order of the Bankruptcy Court; (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 Schedules (unless otherwise agreed by stipulation between the Debtors and the applicable Holder); or (iv) a Claim or Interest Allowed pursuant to the 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 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 Debtors and the Wind Down Debtor, as applicable, shall retain all claims and defenses with respect to Allowed Claims or Interests that are Reinstated or otherwise Unimpaired pursuant to the 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 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.

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

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

1.8 “**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 “**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 “**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 “**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.

1.12 “**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 “**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.

1.14 “**Cash**” means the legal tender of the United States of America.

1.15 “**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.

1.16 “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.

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

1.18 “Claim/Interest Objection Deadline” means the deadline for objecting to Filed Proofs of Claim or Proofs of Interest or scheduled Claims or Interests, which shall be, unless otherwise extended pursuant to the 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 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 Wind Down Debtor may extend the Claim/Interest Objection Deadline for an additional ninety (90) days in its sole discretion upon the filing of a notice with the Bankruptcy Court, with further extensions thereafter permitted after notice and a hearing.

1.19 “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).

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

1.21 “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.

1.22 “Common Interest” means, collectively, (i) Rhodium Enterprises Class A Interests, (ii) LTIP Interests, and (iii) Warrants.

1.23 “Company” means, collectively, the Debtors and their non-Debtor Affiliates.

1.24 “Confirmation” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

1.25 “Confirmation Date” means the date on which the Bankruptcy Court enters the Confirmation Order.

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

1.27 “Confirmation Order” means the order of the Bankruptcy Court confirming the pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance acceptable to the Plan Proponents.

1.28 “Covered Claim” means any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation or filing of the Plan Support Agreement (including the Term Sheet) and related transactions, the Disclosure Statement, the Plan, the Plan Supplement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan Support Agreement (including the Term Sheet) and related transactions, the Disclosure Statement, the Plan Supplement, the Chapter 11 Cases, the commencement of the Chapter 11 Cases, the marketing process for the sale of any of the Debtors’ assets, the solicitation of votes on the Plan, the negotiation and settlement of claims, the pursuit of Confirmation, the pursuit of consummation of the Plan, the administration and implementation of the Plan or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or after the Petition Date and on or before the Effective Date.

1.29 “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), as the membership of which has been and may be reconstituted from time to time.

1.30 “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.

1.31 “D&O Insurance Settlement” means the settlement of the Rhodium D&O Claims between the Founders, the Debtors, and the carriers that underwrote the first two layers of D&O Policies that is described in more detail in section 5.2 of the Plan.

1.32 “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, including the policies extended through January 1, 2026.

1.33 “Debtor” or “Debtors” has the meaning set forth in the introductory paragraph of this Plan.

1.34 “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.

1.35 “Disallowed” means any Claim or Interest, or any portion thereof, that (i) has been disallowed by the 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 either 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.

1.36 “Disbursing Agent” means any Entity (including any applicable Debtor or the Wind Down Debtor) in its capacity as a disbursing agent under Article VI of the Plan.

1.37 “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.

1.38 “Disclosure Statement Approval Order” means the *Order (A) Approving the Adequacy of the Disclosure Statement, (B) Approving the Solicitation Procedures and Solicitation Packages, (C) Scheduling Confirmation Hearing, (D) Establishing Procedures For Objecting to the Plan and 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.

1.39 “Disputed” means, with respect to a Claim or Interest, (i) any Claim or Interest, which Claim or Interest is disputed under section 7.1 of the 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 Wind Down Debtor, as applicable, in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled by a Final Order. To the extent 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 distribute as to the balance of such Claim or Interest.

1.40 “Distributable Cash” means the amount of the Cash held by the Debtors, which they shall cause to reside at Debtor REI, on the Effective Date after the satisfaction of or establishing an appropriate reserve for: (a) the Wind Down Budget; and (b) the payment of all administrative and priority claims, including, for the avoidance of doubt, the Substantial Contribution Claim and the establishment of a Professional Fee Escrow.

1.41 “Distribution Record Date” means the record date for purposes of determining which:

(i) Holders of Allowed Claims are eligible to receive distributions under the 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 Plan Proponents, and (b) the date such Claim becomes Allowed, and

(ii) Holders of Allowed Interests are eligible to receive distributions under the Plan, which, unless otherwise specified, shall be the Effective Date.

1.42 “Effective Date” means, with respect to the Plan, the date that is a Business Day selected by the Plan Proponents on which: (i) no stay of the Confirmation Order is in effect and (ii) all conditions precedent specified in section 9.1 of the 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.

1.43 **“Employee”** means any person employed by the Company before or after the Petition Date, although for the avoidance of doubt, any post-Effective Date employment by the Wind Down Debtor will be through a 1099 contractor status.

1.44 **“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.

1.45 **“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.

1.46 **“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).

1.47 **“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 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.

1.48 **“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); and (iii) the Independent Directors.

1.49 **“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.

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

1.51 **“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 of Interest, with the Claims and Noticing Agent.

1.52 **“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.

1.53 “**Founders**” means, collectively, Cameron Blackmon, Chase Blackmon, Nicholas Cerasuolo, and Nathan Nichols and any of their owned affiliates.

1.54 “**General Bar Date**” means November 22, 2024, at 5:00 p.m. (prevailing Central Time), which was 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.

1.55 “**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, SAFE Claim, Intercompany Claim, Late Filed Claim, Section 510(b) 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.

1.56 “**Governmental Bar Date**” means February 20, 2025, at 5:00 p.m. (prevailing Central Time), which was the deadline by which all Governmental Units 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 “**Governmental Unit**” has the meaning set forth in section 101(27) of the Bankruptcy Code.

1.58 “**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 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 “**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 “**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 “**Imperium**” means Imperium Investments Holdings, LLC.

1.62 “**Imperium Interests**” means (i) the Class B Common Stock in Rhodium Enterprises owned by Imperium, (ii) the units in Rhodium Technologies owned by Imperium, (iii) the so-called “penny warrants” issued by Rhodium Enterprises to Imperium on or about September 29, 2022, and (iv) any other equity interests in the Debtors that may be asserted by the Founders and/or the members of Imperium.

1.63 “**Imperium Parties**” means Imperium, each of Imperium’s members, Imperium’s wholly-owned affiliates other than the Debtors, and the Founders.

1.64 ***“Indemnification Obligation”*** means any existing or future obligation of any Debtor or the Wind Down Debtor 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 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. For the avoidance of doubt, any party to whom an Indemnification Obligation is owed will be required to make a claim for Side A coverage under the D&O Policies that have been extended through January 1, 2026.

1.65 ***“Independent Directors”*** means David Eaton and Spencer Wells in their capacities as independent directors of Rhodium Enterprises, Inc.

1.66 ***“Insured Litigation Claims”*** means any insured claims constituting Guaranteed Unsecured Claims, General Unsecured Claims, or Late Filed Claims, as applicable.

1.67 ***“Intercompany Claim”*** means any Claim against a Debtor held by another Debtor.

1.68 ***“Intercompany Interest”*** means an Interest in a Debtor held by another Debtor.

1.69 ***“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). For the avoidance of doubt, Interests, as used herein, includes, without limitation, (i) Rhodium Enterprises Class A Interests, (ii) Imperium Interests, (iii) LTIP Interests, (iv) Intercompany Interests (including Rhodium Technologies Interests), and (v) Warrants.

1.70 ***“Late Filed Claim”*** means a Claim Filed after the applicable Bar Date.

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

1.72 ***“Local Rules”*** means the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

1.73 ***“LTIP Interests”*** means Interests held by participants in the Debtors’ Long-Term Incentive Plan in any of the Debtors.

1.74 ***“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.

1.75 ***“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.

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

1.77 ***“Payment Orders”*** means, collectively, the (a) *Order Amending the Final Cash Collateral Order to Authorize Final Payment to Prepetition Secured Lenders* (Docket No. 1197); and (b) *Order Granting Debtors’ Motion for Entry of an Order (I) Approving the Accelerated Payment Procedures; and (II) Granting Related Relief* (Docket No. 1198).

1.78 ***“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 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.

1.79 ***“Plan Distribution”*** means the payment or distribution of consideration to Holders of Allowed Claims and Interests under the Plan.

1.80 ***“Plan Documents”*** means any of the documents, other than the 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.

1.81 ***“Plan Proponents”*** has the meaning set forth in the introductory paragraph of this Plan.

1.82 ***“Plan Supplement”*** means a supplemental appendix to the Plan, to be filed no later than ten (10) Business Days prior to the deadline to vote to accept or reject the Plan, containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of the 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; (iv) the Schedule of Assumed Contracts, and (v) the post-Effective Date management of the Wind Down Debtor (which shall be selected in the first instance by the SAFE AHG in consultation with the Special Committee, as provided below); ***provided that*** through the Effective Date, the Plan Proponents shall have the right to amend the Plan Supplement and any schedules, exhibits, or amendments thereto, in accordance with the terms of the Plan.

1.83 ***“Plan Support Agreement”*** shall mean that certain Plan Support Agreement dated as of October 7, 2025 by and among the Debtors, acting through the Special Committee, the SAFE AHG, and the Imperium Parties, including all exhibits thereto.

1.84 ***“Prerequisite Condition”*** shall have the meaning ascribed to such term in section 9.2 of the Plan.

1.85 ***“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.

1.86 ***“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.

1.87 ***“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 Plan.

1.88 ***“Professional”*** means an Entity 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.

1.89 ***“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. Notwithstanding anything to the contrary in this Plan, Professional Fee Claims shall not include the SAFE AHG Substantial Contribution Claim.

1.90 ***“Professional Fee Claims Estimate”*** means the aggregate unpaid Professional Fee Claims through the Effective Date as estimated in accordance with section 2.5 of the Plan.

1.91 ***“Professional Fee Escrow”*** means an escrow account established and funded pursuant to section 2.4 of the Plan.

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

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

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

1.95 ***“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.

1.96 ***“Released Parties”*** means, collectively: (i) the Debtors; (ii) the Wind Down Debtor; (iii) the co-Chief Restructuring Officers of the Debtors; (iv) the present and former directors, officers, and management of the Debtors, other than Imperium and the Founders; (v) the Creditors’ Committee; (vi) the present and former members of the Creditors’ Committee, solely in their capacities as such; (vii) the SAFE AHG; (viii) the present and former members of the SAFE AHG, including, without limitation, the Blockchain Recovery Investment Consortium (***“BRIC”***), solely in their capacities as such; (ix) the Independent Directors; and (x) with respect to each of the foregoing Entities in clauses (ii) through (ix), all Related Parties; provided, however, that such Related Parties shall be Released Parties solely to the extent

that any Claims or Causes of Action are asserted against them derivatively through the Entities described in clauses (i) through (ix) of the definition of Releasing Parties, below.

1.97 “Releasing Parties” means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Wind Down Debtor; (iii) the Creditors’ Committee and its members (solely in their capacity as such); (iv) the Holders of all Claims or Interests that vote, or are deemed, to accept the Plan and do not affirmatively opt out of granting the releases set forth herein; (v) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not affirmatively opt out of granting the releases set forth herein; (vi) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan and do not affirmatively opt out of granting the releases set forth herein; (vii) the Holders of all Claims and Interests whose votes to accept or reject the Plan were not solicited but were given notice of the opportunity to opt out of granting the releases set forth herein and did not opt out; (viii) current and former Affiliates of the Entities set forth in clauses (i) through (vii) of this definition, and (ix) all Related Parties of the Entities set forth in this definition, solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by an entity in clauses (i) through (ix), and (ii) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an entity in clauses (i) through (ix). For the avoidance of doubt, no Entity shall be a Releasing Party if it affirmatively elects to opt out of the releases set forth in section 10.5(c) of the Plan.

1.98 “Remaining Assets” means all real and personal property of the Debtors held as of the Effective Date, other than (a) Cash and (b) Retained Causes of Action.

1.99 “Restructuring/Liquidation 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 Plan, including: (i) the execution and delivery of any appropriate agreements or 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 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 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 Plan in the most tax efficient manner for the Debtors or the Wind Down Debtor, including any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; (v) any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations necessary or appropriate to simplify or otherwise optimize the Debtors’ organizational structure; and (vi) 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.

1.100 “Restructuring/Liquidation Transactions Exhibit” means a memorandum setting forth the transactions that are required to effectuate the Restructuring/Liquidation Transactions contemplated by the Plan, which will be included in the Plan Supplement.

1.101 “Retained Causes of Action” means Causes of Action to be retained by the Wind Down Debtor on and after the Effective Date.

1.102 “Rhodium 2.0 Secured Notes” means the secured notes issued by Debtor Rhodium 2.0 LLC.

1.103 ***“Rhodium 2.0 Secured Notes Claim”*** means any Claim arising under or related to the Rhodium 2.0 Secured Notes.

1.104 ***“Rhodium D&O Claims”*** means the claims or Causes of Action that have been or could have been asserted by any of the Debtors against any of the Founders and/or Imperium.

1.105 ***“Rhodium D&O Proceeds”*** means the proceeds of the D&O Insurance Settlement, in the amount of at least \$8.5 million.

1.106 ***“Rhodium Encore Secured Notes”*** means the secured notes issued by Debtor Rhodium Encore LLC.

1.107 ***“Rhodium Encore Secured Notes Claim”*** means any Claim arising under or related to the Rhodium Encore Secured Notes.

1.108 ***“Rhodium Enterprises”*** means Rhodium Enterprises, Inc.

1.109 ***“Rhodium Enterprises Class A Interests”*** means all Class A Common Stock in Rhodium Enterprises, Inc.

1.110 ***“Rhodium Technologies”*** means Rhodium Technologies LLC.

1.111 ***“Rhodium Technologies Interests”*** means Interests in Rhodium Technologies.

1.112 ***“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.

1.113 ***“Rhodium Technologies Secured Notes Claim”*** means any Claim arising under or related to the Rhodium Technologies Secured Notes.

1.114 ***“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, as set forth in the SAFE Agreements.

1.115 ***“SAFE AHG”*** means the Ad Hoc Group of SAFE Parties, comprised of those SAFE Holders identified on Exhibit A to the *Third Supplemental Verified Statement of Ad Hoc Group of SAFE Parties Pursuant to Bankruptcy Rule 2019* (Docket No. 1346), as such list of Holders may be amended from time to time.

1.116 ***“SAFE AHG Substantial Contribution Claim”*** shall have the meaning ascribed to such term in section 2.7(a) of this Plan.

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

1.118 ***“SAFE Contribution Agreements”*** means (i) that certain contribution agreement dated June 30, 2021 by and between Rhodium Enterprises and Rhodium Technologies, as amended from time to time, and (ii) that certain contribution agreement dated December 1, 2021 by and between Rhodium Enterprises and Rhodium Technologies, as amended from time to time.

1.119 ***“SAFE Holder”*** means any non-Debtor counterparty to a SAFE Agreement.

1.120 “SAFE Objection Order” means, collectively, that Memorandum Opinion Overruling Debtors’ Omnibus Objection at ECF No. 1126 to the SAFE Proofs of Claim and that Order Overruling Debtors’ Omnibus Objection at ECF No. 1126 to the SAFE Proofs of Claim (Docket Nos. 1592, 1593).

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

1.122 “Schedule of Rejected Contracts” means the schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the 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.

1.123 “Schedule of Retained Causes of Action” means the schedule of Causes of Action to be retained by the Wind Down Debtor, which will be included in the Plan Supplement.

1.124 “Schedules” means any schedules of Assets and liabilities, schedules of Executory Contracts and Unexpired Leases, 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 (including, without limitation, the amendment to Rhodium Enterprises’ schedules of liabilities on October 10, 2025 to identify the SAFE Claims as unsecured Claims).

1.125 “Section 510(b) Claim” 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; (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.

1.126 “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 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.

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

1.128 “Severance Period” shall be a maximum period of 12 months.

1.129 “SIR” means self-insured retention or similar deductible.

1.130 “Solicitation Materials” means materials used in connection with the solicitation of votes on the Plan, including the Disclosure Statement, the Disclosure Statement Approval Order, and any procedures established by the Bankruptcy Court with respect to solicitation of votes on the Plan.

1.131 “Special Committee” means the Special Committee of the Board of Directors of Rhodium Enterprises, Inc., which is comprised of the Independent Directors.

1.132 “Term Sheet” means the term sheet attached as exhibits to the Plan Support Agreement.

1.133 “Transcend Group” means Transcend Partners Legend Fund LLC; Valley High LP; GR Fairbairn Family Trust; Grant Fairbairn Family Trust; Nina Claire Fairbairn Revocable Trust; NCF Eagle Trust; GRF Tiger Trust; NC Fairbairn Family Trust; Malcolm P and Emily T. Fairbairn 2021 Charitable

Remainder Unitrust; Grant R. Fairbairn Charitable Remainder Unitrust; Kintz Family Trust; Kingdom Trust, FBO Emily Fairbairn; Kingdom Trust FBO Malcolm Fairbairn; Malcolm Fairbairn, Emily Fairbairn; Nina Fairbairn; Grant Fairbairn; and Scott Kintz. As used in this Plan, Transcend Group shall refer to the members of the Transcend Group collectively, and each member of the Transcend Group individually.

1.134 “U.S. Trustee” means the United States Trustee for Region 7.

1.135 “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.

1.136 “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.

1.137 “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 Plan.

1.138 “Warrants” means all warrants to purchase equity in any Debtor.

1.139 “Whinstone Settlement” means the settlement approved by the Bankruptcy Court pursuant to the Whinstone Settlement Approval Order.

1.140 “Whinstone Settlement Approval Order” means that certain *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* entered by the Bankruptcy Court on April 8, 2025 (Docket No. 921).

1.141 “Wind Down Budget” means the budget for the Wind Down Debtor to conclude and wind down the Debtors’ businesses and perform the tasks necessary to implement the Plan, which shall be subject to approval by the SAFE AHG and filed with the Plan Supplement.

1.142 “Wind Down Debtor” means a Debtor entity to be identified in the Plan Supplement, 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.

1.143 “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 Plan and/or the Confirmation Order, as applicable; (iv) unless otherwise

specified herein, all references herein to “Articles” are references to Articles of the Plan; (v) unless otherwise stated herein, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the 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 Plan; (ix) any term used in 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 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 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 Plan Proponents or, after the Effective Date, the Wind Down Debtor in such a manner that is consistent with the overall purpose and intent of the 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 Plan shall be deemed a Claim objection to such Claim. For the avoidance of doubt, all deadlines contained herein may be extended by Order of the Bankruptcy Court.

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

E. **Controlling Document.**

In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such document or the Confirmation Order). In the event of an inconsistency between the Plan and any other instrument or document created or executed pursuant to the Plan, or between the Plan and the Disclosure Statement, the Plan shall control. The provisions of the 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 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 Plan.

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.*

(a) 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 Wind Down Debtor, 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.

(b) Notwithstanding the foregoing, the provisions of section 2.1(a) shall not apply to the SAFE AHG Substantial Contribution Claim, which shall be governed solely by section 2.7 of this Plan.

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, 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 Wind Down Debtor is authorized, consistent with the Wind Down Budget, 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 Plan Proponents or the Wind Down Debtor, 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 Plan Proponents or the Wind Down Debtor, as applicable, and consistent with the provisions of section 1129(a)(9) of the

Bankruptcy Code; ***provided that*** the Plan Proponents or the Wind Down Debtor, as applicable, are authorized in their absolute discretion, but not directed, to prepay all or a portion of any such amounts at any time without penalty or premium. For the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

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 Wind Down Debtor, 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 Wind Down Debtor and shall become Distributable Cash. 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; and ***provided further*** that the Debtors' obligations with respect to the 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) 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 Plan, on and after the Effective Date, the Debtors or the Wind Down Debtor, 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 Plan incurred by the Debtors or the Wind Down Debtor, as applicable.

(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 Debtor may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

2.7. ***SAFE AHG Substantial Contribution Claim.***

(a) Subject to the provisions of section 5.13 of this Plan, an Allowed Administrative Expense Claim shall be paid in the amount of \$8.5 million for reasonable and documented fees and expenses incurred by counsel to the SAFE AHG in connection with the Debtors' Chapter 11 Cases, including, without limitation, investigating the Rhodium D&O Claims, participating in the Whinstone mediation, participating in the Plan mediation, appearing in connection with Estate professional fee matters, contributing to the proper allocation of the Debtors' value amongst stakeholders (including in connection with the Debtors' Omnibus Objection to Claims Nos. 11, 13, 18, 19, 20, 25, 26, 28, 32, 34, 35, 41, 42, 45, 51, 83, 94, 102, 107, 111, 149, 152, 183, 197, 198, 223, 224, and 231 (ECF No. 1126)) and negotiating and developing the Plan and related documentation (the "***SAFE AHG Substantial Contribution Claim***"), subject to the Special Committee's receipt and review of invoices demonstrating at least \$8.5 million in fees incurred by counsel to the SAFE AHG in connection with the Chapter 11 Cases. Such invoices shall be provided in a manner that protects all applicable privileges. Further statements or evidence may be submitted in support of the SAFE AHG Substantial Contribution Claim prior to the Confirmation Hearing.

(b) The Allowance of the SAFE AHG Substantial Contribution Claim described in this section 2.7 (and all provisions of the Plan) shall be subject to review and approval by the Bankruptcy Court, and the terms of the Plan Support Agreement (including, without limitation, Section 9 of the Plan Support Agreement).

(c) Subject to the provisions of section 5.13 of this Plan, the SAFE AHG Substantial Contribution Claim shall be paid in full in Cash on the Effective Date, or as soon thereafter as practicable, without the need for the filing of any additional application for Allowance of such Claim.

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 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 Distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or 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 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 Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) presumed to accept or deemed to reject the 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.

Class	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	SAFE Claims	Impaired	Yes (Entitled to Vote)
7	Late Filed Claims	Unimpaired	No (Presumed to Accept)
8	Intercompany Claims	Unimpaired	No (Presumed to Accept)
9	Section 510(b) Claims	Unimpaired	No (Presumed to Accept)
10	Common Interests	Impaired	Yes (Entitled to Vote)
11	Imperium Interests	Impaired	Yes (Entitled to Vote) (Presumed to Accept by Virtue of the Plan Support Agreement)
12	Intercompany Interests	Impaired	No (Deemed to Reject)

3.3. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing under the Plan shall affect, diminish, or impair the rights of the Debtors or the Wind Down Debtor 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 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 respect to any Claim that is Unimpaired (including, for the avoidance of doubt, any Claim that is Reinstated) by the Plan. Except as otherwise specifically provided in the Plan, the Wind Down Debtor 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 Debtors' legal and equitable rights with respect to any Reinstated Claim or Claim that is Unimpaired by this Plan may be asserted by the Wind Down Debtor 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 Plan of such

Debtor for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether such Debtor's Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

3.5. No Waiver.

Nothing contained in the 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 Plan, the 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 Plan Proponents shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Plan Proponents reserve the right to modify the 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 Debtors, the assignment of Assets from one Debtor to one or more other Debtors, 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, plus applicable post-petition interest.

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 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 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 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, plus applicable post-petition interest.

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 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 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 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 (including, without limitation, the agreement by the Founders to accept solely the distributions on account of their Allowed Rhodium Technologies Secured Notes Claims specified in section 6.18 of this Plan in lieu of the treatment that would otherwise be afforded to those claims pursuant to this section 4.3), 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, plus applicable post-petition interest.

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 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 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 Plan, and the votes of such Holders will not be solicited with respect to such Rhodium Technologies Secured Notes Claims.

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, plus applicable post-petition interest.

(c) *Impairment and Voting:* Class 4 is Unimpaired, and the Holders of Priority Non-Tax Claims are conclusively presumed to have accepted the 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 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 Payment Orders.

For purposes of this 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 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 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.

(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 Payment Orders.

For purposes of this section 4.6, except as otherwise agreed upon pursuant to a settlement with the Debtors, including, for the avoidance of doubt, in connection with the Payment Orders, 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.

Notwithstanding the foregoing, the Proof of Claim filed by Blackmon Holdings LLC in the amount of \$750,000 shall receive the treatment set forth in section 5.11 of the Plan in lieu of the treatment provided for other General Unsecured Claims.

(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 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 Plan, and the votes of such Holders will not be solicited with respect to such General Unsecured Claims.

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

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

(b) *Treatment:* Each SAFE Claim shall be Allowed in an amount equal to (i) the Purchase Amount (as identified in the applicable SAFE Agreement), which in the aggregate is approximately \$86.9 million, plus (ii) applicable interest thereon. Except to the extent a Holder of an Allowed SAFE Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of the Allowed SAFE Claims, each Holder of an Allowed SAFE Claim shall receive its Pro Rata Share of (x) \$84.0 million from the Debtors' Distributable Cash, to be paid on or as soon as practicable after the Effective Date, and (y) post-petition interest of \$1.25 million.

(c) *Impairment and Voting:* Class 6 is Impaired and the Holders of Claims in Class 6 are entitled to vote to accept or reject the Plan.

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 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 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 Plan, and the votes of such Holders will not be solicited with respect to such Late Filed Claims.

4.9. **Intercompany Claims (Class 8).**

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

(b) *Treatment:* Except to the extent a Holder of an Allowed Intercompany Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of the Allowed Intercompany Claims, each Holder of an Allowed Intercompany Claim shall receive payment in Cash in an amount equal to such Allowed Intercompany Claim on the Effective Date, or as soon as reasonably practicable thereafter. For the avoidance of doubt, such Intercompany Claims shall be satisfied by "book entry."

(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 Intercompany Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Claims.

4.10. ***Section 510(b) Claims (Class 9).***

(a) *Classification:* Class 9 consists of Section 510(b) Claims.

(b) *Treatment:* Except to the extent that a Holder of an Allowed Section 510(b) Claims agrees to a less favorable treatment of such Claim, all Holders of Allowed Section 510(b) Claims shall receive the same treatment under the Plan as afforded to them on account of their Common Interests, as applicable.

(c) *Impairment and Voting:* Class 9 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) Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Section 510(b) Claims.

4.11. ***Common Interests (Class 10).***

(a) *Classification:* Class 10 consists of Common Interests.

(b) *Treatment:* Except to the extent a Holder of an Allowed Common Interest agrees to a less favorable treatment of such Interest, in full and final satisfaction, settlement, release, and discharge of such Allowed Common Interest, its Pro Rata Share of Distributable Cash available after the satisfaction in full and/or the establishment of a reserve for Claims in Classes 1 through 8.

(c) *Impairment and Voting:* Class 10 is Impaired and the Holders of Common Interests in Class 10 are entitled to vote to accept or reject the Plan.

4.12. ***Imperium Interests (Class 11).***

(a) *Classification:* Class 11 consists of Imperium Interests.

(b) *Treatment:*

- i. Following the Confirmation Date but prior to the Effective Date, the Interests held by Imperium in Rhodium Technologies shall be redeemed in accordance with the provisions of section 5.9 of this Plan, before any distributions are paid to and received by Rhodium Technologies, for no consideration other than that described in section 6.18 of this Plan.
- ii. All Interests held by Imperium or the Founders in Rhodium Enterprises shall receive no distribution and shall be cancelled, released, and extinguished.

(c) *Impairment and Voting:* Class 11 is Impaired and such Holders of Imperium Interests are entitled to vote to accept or reject the Plan. The Holders of Imperium Interests have agreed, pursuant to the Plan Support Agreement, to vote to accept the Plan.

4.13. ***Intercompany Interests (Class 12).***

(a) ***Classification:*** Class 12 consists of Intercompany Interests.

(b) ***Treatment:*** Intercompany Interests shall be fully reconciled before each entity that holds such interests is dissolved as further described in section 5.9 of the Plan.

(c) ***Impairment and Voting:*** Class 12 is Impaired and such Holders of Intercompany Interests are deemed to reject the 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 Plan, and the votes of such Holders will not be solicited with respect to such Intercompany 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, distributions, releases, and other benefits provided under the Plan, including, for the avoidance of doubt, the compromise of the SAFE Claims, the D&O Insurance Settlement, and the redemption of Rhodium Technologies Interests described in section 5.9 of this Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination 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. 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 are fair, equitable, and 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.

5.2. ***D&O Insurance Settlement***

Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code, the Debtors settle through this Plan all Claims, whether known or unknown, held by the Debtors against the Founders as of the Effective Date. Such D&O Insurance Settlement shall be in exchange for, among other consideration, the payment of the Rhodium D&O Proceeds no more than twelve (12) days after Confirmation of the Plan and, in any event, prior to the Effective Date. The Confirmation Order shall include provisions providing for approval of the D&O Insurance Settlement by the Bankruptcy Court.

5.3. ***Effectuating Documents; Corporate Action; Restructuring/Liquidation Transactions.***

(a) Notwithstanding anything herein to the contrary, on or about the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Wind Down Debtor, as applicable, shall take all actions set forth in and contemplated by the Restructuring/Liquidation Transactions Exhibit, and enter into any transaction and may take all actions as may be necessary or appropriate to effectuate the transactions described in, approved by, contemplated by, or necessary or appropriate to effectuate the Plan, including the Restructuring/Liquidation Transactions.

(b) Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) any assumption of Executory Contracts and Unexpired Leases as provided herein, and (ii) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof.

(c) 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 Plan, including the Restructuring/Liquidation Transactions.

(d) Each officer, member of the board of directors, or manager of the Debtors is (and the Wind Down Debtor 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 in the name of and on behalf of the Debtors (or the Wind Down Debtor), 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 equity holders or directors or managers of the Debtors) except for those expressly required pursuant to the Plan.

(e) All matters provided for in the Plan involving the corporate or limited liability company structure of the Debtors and any corporate or limited liability company action required by the Debtors in connection with the 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 by any other stakeholder, and with like effect as though such action had been taken unanimously by the equity holders, directors, managers, or officers, as applicable, of the Debtors.

5.4. *Exemption from Securities Laws.*

The Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the validity of any transaction contemplated by the Plan or the Confirmation Order. Notwithstanding anything to the contrary in the Plan or otherwise, no Person or Entity may require from the Debtors or the Wind Down Debtor a legal opinion regarding the validity of any transaction contemplated by the Plan.

5.5. *Cancellation of Liens and Debt Instruments.*

(a) Except as otherwise specifically provided herein, all notes, instruments, certificates evidencing debt of the Debtors will be cancelled and 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 under the 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 Wind Down Debtor), 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 Plan.

5.6. *Officers and Boards of Directors; Management of Wind Down Debtor.*

The Plan Supplement shall identify the post-Effective Date management of the Wind Down Debtor (the “*Plan Administrator*”). The Plan Administrator shall direct the affairs of the Wind Down Debtor and the Plan Administrator’s engagement shall commence no earlier than the Effective Date. The SAFE AHG shall select the Plan Administrator in consultation with the Special Committee; *provided, however*, that after the SAFE AHG Substantial Contribution Claim and all amounts due to SAFE Claims pursuant to section 4.7 have been paid in full, the Holders of Common Interests may select a new Plan Administrator. For the avoidance of doubt, all Employees of the Debtors shall be terminated no later than immediately prior to the Effective Date. The members of the board of directors or managers of each Debtor prior to the Effective Date (including, without limitation, the Independent Directors), in their capacities as such, shall have no continuing obligations to the 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.

5.7. *Nonconsensual Confirmation.*

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

5.8. *Closing of the Chapter 11 Cases.*

After the Effective Date, the Wind Down Debtor 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 Wind Down Debtor, that closes and issues a final decree for each of the Chapter 11 Cases.

5.9. *Redemption of Rhodium Technologies Interests.*

(a) Following the Confirmation Date but prior to the Effective Date, Rhodium Technologies, a partnership for U.S. federal income tax purposes, shall redeem 100% of Imperium’s Interests in Rhodium Technologies for the consideration contemplated by this Section 5.9(a) of the Plan and without the requirement to pay any Cash payment or other Cash consideration. Effective upon such redemption and as Rhodium Enterprises will be the only remaining equity owner in Rhodium Technologies following such redemption, Rhodium Technologies will be disregarded as an entity separate from its owner for U.S. federal tax purposes.

(b) Following completion of the redemption in Section 5.9(a) above, Debtors Jordan HPC LLC, Rhodium 10MW LLC, Rhodium 30MW LLC, Rhodium 2.0 LLC, and Rhodium Encore LLC, together with Rhodium Enterprises, shall reconcile any and all remaining Intercompany Interests or Intercompany Claims. Each Debtor shall be authorized to distribute Cash and any other assets to any other Debtor as needed to resolve Intercompany Interests and Intercompany Claims.

(c) For the avoidance of doubt when reconciling Intercompany Interests or Intercompany Claims, the Whinstone Settlement shall be deemed to be a Liquidity Event within the meaning of the SAFE Agreements and a liquidation within the meaning of the SAFE Contribution Agreements, and Rhodium Enterprises shall be entitled to payment in full of its Intercompany Claims against Rhodium Technologies, including, without limitation, Rhodium Enterprises’ Claim to return the full amount of proceeds of the SAFE Agreements in the approximate purchase amount of \$86.9 million.

(d) Once Intercompany Interests and Claims are reconciled, all of the Debtors except for the Wind Down Debtor shall be dissolved or merged into other Debtors (and, to the extent necessary, shall be permitted to be liquidated or merged for tax purposes by legal dissolution or merger). The Wind Down Debtor shall remain in being for as long as necessary or beneficial for tax or other purposes.

(e) The Founders and Imperium shall be permitted to review the draft or final Forms K-1 to be issued to them for tax year 2025. The Founders and Imperium acknowledge and agree that they are not entitled to any distribution, redemption, or indemnification for any tax liability they actually incur for 2024 and 2025.

5.10. *Liquidation of Remaining Assets.*

On the Effective Date, all Remaining Assets and Retained Causes of Action shall vest in the Wind Down Debtor. The Wind Down Debtor shall promptly liquidate all Remaining Assets and Retained Causes of Action following the Effective Date. The proceeds from the liquidation of the Remaining Assets and Retained Causes of Action shall become Distributable Cash and shall be distributed in accordance with this Plan.

5.11. *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.

5.12. *Notice of Effective Date.*

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

5.13. *Treatment of Transcend Group Claims and Interests.*

(a) Notwithstanding any other provision of this Plan to the contrary, the Transcend Group shall have under this Plan an Allowed General Unsecured Claim in Class 5b in the amount of \$10 million (the “**Transcend Claim**”). Such Claim is expressly subordinated to payment of the SAFE Claims (and, for the avoidance of doubt, the SAFE AHG Substantial Contribution Claim).

(b) Notwithstanding the provisions of section 2.7 of this Plan, to the extent the full amount (i.e., \$8.5 million) of the SAFE AHG Substantial Contribution Claim is Allowed under the Plan, \$6.0 million of the SAFE AHG Substantial Contribution Claim shall be paid directly to the SAFE AHG upon emergence. The remaining \$2.5 million shall be deposited in a segregated account controlled by the Plan Administrator (the “**Escrowed Fees**”). If the SAFE AHG Substantial Contribution Claim is Allowed in an amount less than \$8.5 million, the Escrowed Fees shall be lowered by the amount of such reduction.

(c) To the extent that Distributable Cash and the proceeds of Remaining Assets are insufficient, after payment of all senior Claims, to provide a recovery of at least \$6.6 million (the “**Targeted Recovery**”) on the Transcend Claim, the Escrowed Fees shall be released to the Transcend Group in respect of the Transcend Claim, except to the extent a lesser amount of Escrowed Fees, plus the remaining Distributable Cash and proceeds of Remaining Assets, are sufficient to provide for the Targeted Recovery, in which case only such lesser amount of the Escrowed Fees shall be released to the Transcend Group, with the balance released to the SAFE AHG. For the avoidance of doubt, to the extent that the Distributable

Cash plus proceeds of the Remaining Assets after distributions to senior Claims (the “*Residual Amounts*”), together with the full amount of the Escrowed Fees, are insufficient to provide for the Targeted Recovery, the Transcend Group, or any individual members thereof, shall not be entitled to any further Distributions under the Plan.

(d) The amount, if any, by which the Escrowed Fees plus Residual Amounts exceeds the Targeted Recovery shall be released to the SAFE AHG, up to the full amount of the Escrowed Fees.

(e) All Claims against or Interests in the Debtors held or asserted by the Transcend Group against the Debtors other than the Claim Allowed pursuant to section 5.13(a) of this Plan shall be Disallowed by operation of this Plan. Neither the Transcend Group nor any individual member thereof shall be entitled to receive any Distributions under the Plan other than on account of the Claim Allowed pursuant to section 5.13(a) of the Plan; provided, however, that the Transcend Group, and the individual members thereof, shall be entitled to retain any and all amounts previously paid or otherwise disbursed to the Transcend Group in accordance with any proof of claim filed thereby.

(f) Nothing in this Plan shall affect any right of the Transcend Group to recover amounts from the Founders and/or Imperium in the adversary proceeding styled *345 Partners SPV2 LLC, et al. v. Nathan Nichols, et al.*, Adv. No 25-03413, currently pending in the Bankruptcy Court.

ARTICLE VI. DISTRIBUTIONS.

6.1. *Distributions Generally.*

Except as otherwise provided in the Plan, the Wind Down Debtor (acting as Disbursing Agent) shall make all applicable Plan Distributions to the appropriate Holders of Allowed Claims and Interests in accordance with the terms of the Plan. The Wind Down Debtor 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 and the Wind Down Debtor shall have no obligation to recognize any transfer of 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 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 Plan and Confirmation Order, including, without limitation, the treatment provisions of Article IV of the Plan, each Holder of an Allowed Claim shall receive the full amount of the distributions

that the Plan provides for Allowed Claims in the applicable Class; ***provided that*** the Wind Down Debtor may implement periodic distribution dates to the extent it determines them to be appropriate.

6.4. ***Disbursing Agent.***

All Plan Distributions shall be made by the Wind Down Debtor as Disbursing Agent on or after the Effective Date or as otherwise provided herein. The Wind Down Debtor shall be entitled to retain Distributable Cash as necessary to satisfy all expenses incurred in acting as Disbursing Agent in accordance with the Wind Down Budget.

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

(a) ***General.*** From and after the Effective Date, the 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 Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the 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 Plan, or as deemed by such Disbursing Agent to be necessary and proper to implement the provisions hereof.

(b) ***Powers of Disbursing Agent.*** The 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 Plan; (ii) make all applicable distributions or payments provided for under the 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 Plan or (B) as deemed by such Disbursing Agent to be necessary and proper to implement the provisions of the 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 Wind Down Debtor, 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 Wind Down Debtor in the ordinary course of business.

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

Except as otherwise specifically provided for or limited by the Plan (including, without limitation, with respect to Allowed Claims in Classes 1-4, 5a, 5b, and 6), 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 Plan Distributions.***

Subject to Bankruptcy Rule 9010, all Plan Distributions to any Holder of an Allowed Claim or Interest shall be made to a Disbursing Agent, which shall transmit such Plan Distribution to the applicable Holders of Allowed Claims as and when required by the 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 any Plan Distribution to any Holder is returned as undeliverable, no further Plan 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 Plan Distributions shall be made to such Holder without interest. Nothing herein shall require any Disbursing Agent to attempt to locate Holders of undeliverable Plan Distributions and, if located, assist such Holders in complying with section 6.19 of the Plan.

6.8. *Plan Distributions after Effective Date.*

Plan Distributions made after the Effective Date shall 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 Interest, all Plan 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 Wind Down Debtor, and all claims of any other Person (including the Holder of a Claim or Interest in the same Class) to such Plan Distribution shall be discharged and forever barred. The Wind Down Debtor 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 Wind Down Debtor 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 Plan.*

Except as otherwise specifically provided in the Plan, at the option of the Debtors or the Wind Down Debtor, as applicable, any Cash payment to be made hereunder by the Debtors or the Wind Down Debtor may be made by ACH 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 Plan, any distributions and deliveries to be made on account of Allowed Claims and Interests under the Plan shall be in complete and final satisfaction, release, settlement, and discharge of, and exchange for, such Allowed Claims and Interests.

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 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 of the Debtors or the Wind Down Debtor, or any designee of any such entities, may, but shall not be required to, set off or recoup against any Claim or Interest, and any distribution to be made pursuant to the Plan on account of such Claim or Interest, any and all claims, rights, and Causes of Action of any nature whatsoever that a 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 or its successor of any claims, rights, or Causes of Action that a Debtor or its successor or assign (including the Wind Down Debtor) may possess against the Holder of such Claim or Interest.

(b) In no event shall any Holder of a Claim or Interest be entitled to set off any such Claim or Interest against any claim, right, or Cause of Action of the Debtors (or the Wind Down Debtor), unless (i) the Plan Proponents or the Wind Down Debtor 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 such motion has been granted by the Bankruptcy Court, 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 Plan and subject to section 6.6 of the Plan or as otherwise required by law (as reasonably determined by the Wind Down Debtor, 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 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 provided for in the Plan).

6.17. ***[Reserved.]***

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

(a) The following Proofs of Claim filed by Imperium and certain of the Founders shall be Allowed under this Plan and shall receive payment in full of the amounts set forth below on such Proofs of Claim:

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

The Founders shall also be entitled to receive post-petition interest on the above amounts not to exceed \$71,321.92 in the aggregate.

Additionally, proof of claim number 12 of Morrison Park Capital LLC shall be Allowed and paid in the amount of \$70,140.00, plus post-petition interests accruing at 0.20% per annum.

Notwithstanding any other provision of this Plan to the contrary, the Founders shall receive no post-petition interest or other amounts on account of the Proofs of Claim listed in this section 6.18(a).

(b) Neither Imperium nor any of the Founders shall receive any Distributions under this Plan nor any other Distribution, indemnification, or other value of any kind from the Debtors' Estates save for (i) Distributions on the Proofs of Claim set forth in section 6.18(a) and (ii) the release of Claims against Imperium and the Founders under this Plan upon consummation of the D&O Insurance Settlement. All other Proofs of Claim submitted by Imperium or the Founders shall be deemed Disallowed without the need for further action by the Debtors, the Wind Down Debtor, or any other Person or Entity. Except for the release of claims against Imperium and the Founders to be granted by the Debtors and their Estates under the Plan upon consummation of the D&O Insurance Settlement, none of the Imperium Parties shall receive any other distribution, indemnification, assets or other value of any kind from the Estates.

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

6.19. *Withholding and Reporting Requirements.*

(a) *Withholding Rights.* In connection with the Plan, any Person issuing any instrument or making any distribution described in the 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 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 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 Plan. Notwithstanding the foregoing, each Holder of an Allowed Claim or Interest or any other Person that receives a distribution pursuant to the 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 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 Debtors and the Wind Down Debtor reserve the right to allocate all distributions made under the 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 Plan shall, upon request, deliver to the applicable Disbursing Agent or such other Person designated by the Wind Down Debtor (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 the Wind Down Debtor to reduce or eliminate any withholding required by any federal, state, or local taxing authority. If such request is made, 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 Debtor, and any Claim or Interest in respect of such distribution shall be discharged and forever barred from assertion against the Wind Down Debtor or its property.

ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS AND INTERESTS.

7.1. *Disputed Claims and Interests Generally.*

Except as expressly provided in the 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 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 Plan or was Allowed prior to the Effective Date, the Wind Down Debtor shall have and retain any and all rights and defenses that the Debtors have 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 Plan, the Debtors (and, after the Effective Date, the Wind Down Debtor) shall be entitled to object to Claims and Interests. Except as otherwise expressly provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date the Wind Down Debtor 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 Interest 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 Plan Proponents (or the Wind Down Debtor) 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.

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, after the Effective Date, by the Wind Down Debtor) upon stipulation or any agreement in writing, including, without limitation, email correspondence, between the parties in interest without an 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 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, after the Effective Date, to the Wind Down Debtor).

Except as otherwise provided herein, ordered by the Bankruptcy Court or otherwise agreed by the Plan Proponents (or, after the Effective Date, by the Wind Down Debtor), 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 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. 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 Wind Down Debtor shall provide to the Holder of such Claim or Interest the distribution to which such Holder is entitled under the Plan as of the Effective Date.

7.8. Claim Resolution Procedures Cumulative.

All of the Claims, objection, estimation, and resolution procedures in the 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 Plan without further notice or Bankruptcy Court approval.

7.9. *Amendments to Claims or Interests.*

On or after the Effective Date, except as provided in the 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 Wind Down Debtor, and any other new or amended Claim or Interest or Proof of Claim or Proof of Interest Filed after the 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 Plan, 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 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 Schedule of Assumed Contracts.

(b) Subject to (i) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (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 Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Wind Down Debtor or its assignee(s) in accordance with its terms, except as modified by any provision of the 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 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 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 SAFE AHG, 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 the Wind Down Debtor 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 Plan Proponents 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 Plan, the Plan Proponents 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 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 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 Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor. Each such provision shall be deemed not to apply to the assumption or assumption and assignment of such Executory Contract or Unexpired Lease pursuant to the 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 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 Wind Down Debtor 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 Wind Down Debtor) 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 Wind Down Debtor).

(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 the Wind Down Debtor 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 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 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 or the Wind Down Debtor, or their property, without the need for any objection by the Debtors or the Wind Down Debtor, 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 any 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 7.2 of the Plan and applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

8.4. *Debtors' Indemnification Obligations.*

All Indemnification Obligations of the Debtors shall be deemed and treated as Executory Contracts to be rejected under the Plan. For the avoidance of doubt, any party to whom an Indemnification Obligation is owed will be required to make a claim for Side A coverage under the D&O Policies that have been extended through January 1, 2026.

8.5. *Employee Arrangements and Employee Obligations.*

(a) Immediately prior to the Effective Date, all Employees' employment with the Debtors shall be terminated. At that time, Employees shall be entitled to the Severance Benefits set forth in their applicable Employee Agreements or, to the extent no Employee Agreement exists, consistent with the Debtors' prepetition severance policy (as set forth below). The Debtors' calculation of Employee Severance Benefits are set forth on the attached **Exhibit A; provided, however**, that the Severance Benefits shall be payable only if the Employee executes, and fails to revoke within the statutory revocation period, a release to the Plan Proponents which, for the avoidance of doubt, shall include the applicable amount of Severance Benefits for such Employee, following termination of employment which is, in form and substance, satisfactory to the Plan Proponents. 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 in the Plan.

(b) Unless otherwise listed on the Schedule of Assumed Contracts, all Employment Agreements and offer letters shall be deemed rejected on the Effective Date as Executory Contracts

pursuant to sections 365 and 1123 of the Bankruptcy Code (which rejection shall include any modifications to such employment agreements).

(c) As of the Effective Date, the Debtors and the Wind Down Debtor shall continue to honor their obligations under all applicable Workers' Compensation Programs and in accordance with all applicable workers' compensation laws in states in which the Debtors 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 Plan shall limit, diminish, or otherwise alter the Debtors' defenses, Causes of Action, or other rights under applicable law, including non-bankruptcy law, with respect to any such Workers' Compensation Programs; ***provided, further, that*** nothing herein shall be deemed to impose any obligations on the Debtors or the Wind Down Debtor in addition to what is provided for under applicable state law.

(d) Severance Benefits shall be as follows:

- i. In exchange for executing and not revoking a release of claims against the Debtors, for Employees who do not have an Employment Agreement that prescribes severance benefits, the Company (or the Wind Down Debtor, as the case may be) shall pay severance in an amount equal to two (2) weeks of the Employee's base salary for each full year of completed service with the Company, calculated at the rate in effect as of the Employee's termination date. Such severance shall be paid in accordance with the Company's normal payroll practices and schedules, unless otherwise required by applicable law.
- ii. To the extent the Company (or the Wind Down Debtor, as the case may be) continues to maintain such health and dental benefit plans, former employees shall be eligible to elect continuation coverage under COBRA (or any applicable state continuation law) at their own expense, subject to the terms and conditions of such plans and applicable law. For employees or executives whose employment agreements do not expressly provide for COBRA premium contributions, the Company will continue active coverage under its group health insurance plans through the last day of the calendar month in which the employee's termination occurs. Thereafter, any continuation of coverage shall be at the employee's sole expense under COBRA, to the extent the Company (or the Wind Down Debtor, as the case may be) continued to maintain such health and dental benefit plans. For executives whose employment agreements specifically provide for COBRA premium contributions as part of their severance benefits, the Company (or the Wind Down Debtor, as the case may be) will continue to cover the Employee and his or her dependents under, or provide such 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 Severance Period; to the extent the Company (or the Wind Down Debtor, as the case may be) continues to maintain such health and dental benefit. To the extent any such benefits cannot be provided under the benefit plans or programs of the Company or any of its subsidiaries, the 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 and shall continue in full force and effect thereafter in accordance with their respective terms, and all such insurance policies shall vest in the Wind Down Debtor. 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, any party to whom an Indemnification Obligation is owed will have the right to seek recovery solely and only from any D&O Policy (including any “tail” policy) for the full term of such policy, regardless of whether any such person remains employed by (or seated as a director of) the Debtors.

(c) In addition, after the Effective Date, the Wind Down Debtor 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 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 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 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 Plan through allowance of the General Unsecured Claim solely in the amount of the applicable SIR, if any; **provided, however**, that nothing herein obligates the Debtors or the Wind Down Debtor 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 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 and shall be assumed by the respective 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 Plan. Unless otherwise noted hereunder, all intellectual property contracts, licenses, royalties, or other similar agreements shall vest in the Wind Down Debtor and the Wind Down Debtor 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 assumed and assigned hereunder shall remain in full force and effect for the benefit of the 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 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.

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 Plan or in the Plan Supplement, nor anything contained in the 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 their respective Affiliates has any liability thereunder.

(b) Except as otherwise provided in the Plan, nothing in the 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 Wind Down Debtor under any Executory Contract or non-executory contract or any Unexpired Lease or expired lease.

(c) Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the 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 Plan, the Debtors or the Wind Down Debtor 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 Plan:

- (a) the Plan Support Agreement shall remain in full force and effect;
- (b) no breach or failure to comply with the terms of the Plan Support Agreement, the Confirmation Order, or any other material final order of the Bankruptcy Court shall have occurred and be continuing;
- (c) the Debtors' estates shall have received the Rhodium D&O Proceeds;
- (d) no circumstance, event and/or the entry of any order by the Bankruptcy Court that causes the SAFE AHG to reasonably believe that Distributable Cash will be insufficient to satisfy in full the Substantial Contribution Claim, and the SAFE Claims in the amounts provided for in this Plan and the Term Sheet shall have occurred;
- (e) the Definitive Documents shall have been filed in substantially final form in a form acceptable to the Plan Proponents;
- (f) the Plan, as confirmed by the Confirmation Order, shall be in form and substance acceptable to the Plan Proponents;
- (g) the Bankruptcy Court shall have entered the Confirmation Order, which shall be in form and substance acceptable to the Plan Proponents, and (ii) solely to the extent it materially affects the treatment of Imperium and/or the Founders, Imperium and/or the Founders;
- (h) the Confirmation Order shall not have been reversed, stayed, amended, modified, dismissed, vacated or reconsidered;
- (i) the Professional Fee Escrow shall have been established and funded in Cash; and
- (j) 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 Plan.

9.2. *Timing of Conditions Precedent.*

Notwithstanding when a condition precedent to the Effective Date occurs, unless otherwise specified in the Plan or any Plan Supplement document, for the purposes of the 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 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 Plan may be waived by with the consent of both Plan Proponents without notice to, leave from, or order of, the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the 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 Plan shall be null and void in all respects and nothing contained in the Plan or the 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.

ARTICLE X. EFFECT OF CONFIRMATION OF PLAN.

10.1. Vesting of Assets in the Wind Down Debtor.

(a) Except as otherwise provided in the Plan, any Plan Document, or the Confirmation Order on the Effective Date, pursuant to section 1141(b) and (c) of the Bankruptcy Code, all Remaining Assets and Retained Causes of Action, including any property acquired by the Debtors under or in connection with the Plan, shall vest in the Wind Down Debtor free and clear of all Liens, Claims, charges, or other interests or encumbrances. From and after the Effective Date, the Wind Down Debtor shall promptly liquidate all of the Remaining Assets and Retained Causes of Action.

(b) Except as otherwise provided herein, the Wind Down Debtor may use, acquire, or dispose of property and pursue, compromise or settle any Claims (including any Administrative Expense Claims), Interests, and Retained 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 Wind Down Debtor may pay the charges that it incurs 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 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 Plan, (b) deemed to accept or reject the Plan, (c) failed to vote to accept or reject the Plan, or (d) voted to reject the Plan.

10.3. 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. *Injunction.*

Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released by the Debtors pursuant to section 10.5(a) or section 10.5(b), or by the Releasing Parties pursuant to section 10.5(c), or are subject to exculpation pursuant to 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 Wind Down Debtor, the Released Parties, Imperium and/or the Founders (solely with respect to the extent of the release provided in section 10.5(b) with respect to Imperium and/or the Founders). and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to 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 Plan or otherwise Disallowed; *provided* that such persons who have held, hold, or may hold Claims against, or Interests in, a 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 Plan.

Subject in all respects to 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, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring/Liquidation 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 Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or the Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the 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 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

10.5. *Releases.*

(a) Releases by the Debtors.

- i. Notwithstanding anything contained in the 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 Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties shall be conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, their Estates, and the Wind Down Debtor 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 Wind Down Debtor, 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, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date.
- ii. Notwithstanding anything to the contrary in the foregoing, the releases set forth in this section 10.5(a) shall not be construed as releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring/Liquidation Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

(b) Releases by the Debtors of Imperium/Founders in Connection with D&O Insurance Settlement.

- i. Except to the extent these releases were procured by fraud, notwithstanding anything contained in the Plan to the contrary, upon consummation of the D&O Insurance Settlement in accordance with the terms of this Plan (including, without limitation, payment of the Rhodium D&O Proceeds by the insurance carriers that issued the D&O Policies to the Debtors' Estates) and provided that Imperium and the Founders have not breached their obligations under the Plan Support Agreement, Imperium and the Founders shall be conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, their Estates, and the Wind Down Debtor 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 Wind Down Debtor, 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, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date.
- ii. Notwithstanding anything to the contrary in the foregoing the releases set forth in this section 10.5(b) shall not be construed as releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring/Liquidation Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.
- iii. In the event the D&O Insurance Settlement is not consummated as set forth in this Plan, or Imperium and/or the Founders breach their obligations under the Plan Support Agreement (including, without limitation, their obligations to vote to accept the Plan and to grant the releases set forth in section 10.5(c) of the Plan in favor of the Released Parties), the releases provided in this section 10.5(b) shall not be granted by the Debtors, their Estates, and the Wind Down Debtor.

(c) **Releases by Holders of Claims and Interests.**

- i. Notwithstanding anything contained in the 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 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 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, any Covered Claim.
- ii. Notwithstanding anything to the contrary in the foregoing, the releases set forth in this section 10.5(c) do not release (1) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any Causes of Action included as a Retained Cause of Action; or (3) 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 as determined by a Final Order.
- iii. In accordance with the Plan Support Agreement, Imperium and the Founders shall elect to grant, and shall not opt out of, the releases set forth in this section 10.5(c). Notwithstanding that fact, and for the avoidance of doubt, Imperium and the Founders are carved out of the definition of Released Parties in section 1.96 of the Plan and thus are not subject to receiving the benefits of the releases set forth in this section 10.5(c).

10.6. ***Exculpation.***

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action or Claim, whether direct or derivative, related to any act or omission in connection with, relating to, or arising out of, in whole or in part, any Covered Claim, 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 under the Plan and the Confirmation Order.

The Exculpated Parties have, and upon Confirmation of the 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 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 Plan or such distributions made pursuant to the Plan.

10.7. *Gatekeeper Injunction.*

No party may commence, continue, amend, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, amending, or pursuing, a Claim or Cause of Action of any kind against any of the Exculpated Parties that arose or arises from or is related to any applicable Covered Claim without first (1) requesting a determination from the Bankruptcy Court, after notice and a hearing, that such Claim or Cause of Action represents a colorable claim against an Exculpated Party and is not a Claim that was exculpated under the Plan, which request must attach the complaint or petition proposed to be filed by the requesting party, and (2) obtaining from the Bankruptcy Court, in the form of a Final Order, specific authorization for such party to bring such Claim or Cause of Action against an Exculpated Party. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible, will have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

10.8. *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 Wind Down Debtor 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 Retained 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 Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than Causes of Action released by the Debtors pursuant to the releases and exculpations contained in this Plan, including in Article X of the Plan, which shall be deemed released and waived by the Debtors as of the Effective Date. The Wind Down Debtor 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 and the Wind Down Debtor expressly reserve all rights to prosecute any and all Causes of Action against any Entity not released pursuant to the Plan.**

10.9. *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

Plan, including any change of control that shall occur as a result of such consummation; or (d) the liquidation of the Debtors.

10.10. *Solicitation of Plan.*

As of the Confirmation Date, the Plan Proponents shall be deemed to have solicited acceptances of the 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.

10.11. *Corporate and Limited Liability Company Action.*

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) the selection of management of the Wind Down Debtor in accordance with the term of the Plan Support Agreement, and (ii) all other actions contemplated by the 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 Plan involving the corporate or limited liability company structure of the Debtors and any corporate or limited liability company action required by the Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the equity holders, directors, managers, or officers of the Debtors. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors (or representatives of the Wind Down Debtor), shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Debtors and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this 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;
- (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 Plan and Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the 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 Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the 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 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 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 Plan, including, without limitation, the releases, discharge, exculpations, and injunctions issued thereunder;

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

(p) to resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the 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 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 Wind Down Debtor 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 the Wind Down Debtor) shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's 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 Plan.*

On the Effective Date, the 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 Wind Down Debtor shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code 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 Plan, including, without limitation, any deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the 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 Plan, 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 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 Plan may be amended, modified, or supplemented by the Plan Proponents 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. 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 Plan, the Plan Proponents may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of effects of the Plan, and any Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented.

(b) *Other Amendments.* Prior to the Effective Date, the Plan Proponents may make appropriate technical adjustments and modifications to the Plan and the documents contained in the Plan Supplement without further order or approval of the Bankruptcy Court.

12.6. *Effectuating Documents and Further Transactions.*

The administrator of the Wind Down Debtor is authorized, in accordance with his or her authority under the resolutions of the 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 Plan.

12.7. *Revocation or Withdrawal of the Plan.*

The Plan Proponents reserve the right to revoke or withdraw the Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the 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 Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the 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 Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (iii) nothing contained in the 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 Plan Provisions.*

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Plan

Proponents, shall have the power 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 Plan Proponents. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the 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 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 Plan and may not be deleted or modified without the consent of the Plan Proponents (or the Wind Down Debtor), 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 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 Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

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

In the event that any payment or act under the 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 Plan, including Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the 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, all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the 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 Plan regardless of whether any Holder of a Claim, Interest, or debt has voted on the 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 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 Plan and the Confirmation Order.

12.14. *Successors and Assigns.*

The rights, benefits, and obligations of any Person named or referred to in the 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 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 Plan.

12.16. *Exhibits to Plan.*

All exhibits, schedules, supplements, and appendices to the Plan (including the Plan Supplement) are incorporated into and are a part of the 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 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 10.5 of the Plan.

12.18. *Special Committee.*

On the Effective Date, the Independent Directors shall resign as directors of Rhodium Enterprises and the Special Committee shall dissolve; provided that following the Effective Date, the Special Committee shall continue in existence solely for the purposes of filing and prosecuting applications for allowance of Professional Fee Claims. Nothing in this section 12.18 shall detract from or otherwise affect the releases and exculpations provided to the Independent Directors and, where applicable, their Related Parties, under this Plan.

12.19. *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:

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 Special Committee:

Barnes & Thornburg LLP
Attn: Vincent P. (Trace) Schmeltz III
One N. Wacker Drive, Suite 4400
Chicago, Illinois 60606
Telephone: 312-214-5602
Facsimile: 312-759-5646
Email: tschmeltz@btlaw.com

- (c) if to the SAFE AHG:

Akin Gump Strauss Hauer & Feld LLP
Attn: Sarah Link Schultz
Elizabeth D. Scott
2300 N. Field Street, Suite 1800
Dallas, TX 75201-2481
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-and-

Mitchell P. Hurley (admitted *pro hac vice*)
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- (d) if to the Counsel to the Official Committee of Unsecured Creditors:

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Attn: Charles R. Gibbs
2801 North Harwood Street, Suite 2600
Dallas, Texas 75201-1664
Email: crgibbs@mwe.com

- (e) 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 Wind Down Debtor has authority to send a notice to Entities providing that, to continue to receive documents pursuant to Bankruptcy Rule 2002, they must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Wind Down Debtor is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

[Remainder of Page Intentionally Left Blank]

Dated: November 30, 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.

Dated: November 30, 2025

/s/ Mitchell Hurley

Mitchell Hurley

*Authorized Agent for the Ad Hoc Group of SAFE
Parties*

Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 11/30/2025 7:24:52 PM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original filename: 2025-10-19 Joint Plan of Liquidation(17431270_2).docx	
Modified filename: 2025-10-19 Joint Plan of Liquidation(17431270_4).docx	
Changes:	
Add	107
Delete	87
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	194

**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)
	§	

**FIRST~~SECOND~~ 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**

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*Attorneys for the Ad Hoc
Group of SAFE Parties*

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.

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| Dated: ~~October 19~~November 30, 2025
Houston, Texas

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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**”), together with the Ad Hoc Group of SAFE Parties (as described herein, the “**SAFE AHG**”), propose the following first amended joint chapter 11 plan of liquidation (the “**Plan**”) 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 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 Plan, the settlements and transactions contemplated thereby, and certain related matters. The Debtors and the SAFE AHG are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code (in such capacity, collectively, the “**Plan Proponents**”).

The Plan Proponents have proposed the Plan in light of the Bankruptcy Court’s *Memorandum Opinion Overruling Debtors’ Omnibus Objection at ECF No. 1126 to the SAFE Proofs of Claim* (Docket No. 1592) and accompanying Order (Docket No. 1593). Pursuant to that Opinion and accompanying Order, the Bankruptcy Court held that obligations arising under the SAFE Agreements (as defined herein) are Claims under the Bankruptcy Code. Accordingly, such SAFE obligations have a recovery priority superior to that of Common Interests in the Debtors. The Plan therefore directs the majority of the value of the Debtors’ Estates to be distributed under the Plan to the Holders of SAFE Claims.

Pursuant to the Payment Orders (as defined herein), the Debtors obtained Bankruptcy Court authorization to, among other things, make distributions to Holders of certain Secured Claims, General Unsecured Claims, and Guaranteed Unsecured Claims in accordance with the terms of the Payment Orders. For the avoidance of doubt, all distributions made pursuant to the Payment Orders shall be in lieu of any payments due on account of such Claims under this Plan, and all such Claims shall be extinguished in the same manner as though the distributions had been made pursuant to this Plan.

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

ARTICLE I. DEFINITIONS AND INTERPRETATION.

A. Definitions.

The following terms shall have the respective meanings specified below:

1.1 “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. Administrative Expense Claims shall include, without limitation, the SAFE AHG Substantial Contribution Claim.

1.2 “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.

1.3 “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 or any Late Filed Claim accepted by Final Order of the Bankruptcy Court or deemed timely filed by Final Order of the Bankruptcy Court; (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 Schedules (unless otherwise agreed by stipulation between the Debtors and the applicable Holder); or (iv) a Claim or Interest Allowed pursuant to the 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 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 Debtors and the Wind Down Debtor, as applicable, shall retain all claims and defenses with respect to Allowed Claims or Interests that are Reinstated or otherwise Unimpaired pursuant to the 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 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.

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

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

1.8 “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 “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 “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 “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.

1.12 “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 “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.

1.14 “Cash” means the legal tender of the United States of America.

1.15 “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.

1.16 “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.

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

1.18 “Claim/Interest Objection Deadline” means the deadline for objecting to Filed Proofs of Claim or Proofs of Interest or scheduled Claims or Interests, which shall be, unless otherwise extended pursuant to the 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 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 Wind Down Debtor may extend the Claim/Interest Objection Deadline for an additional ninety (90) days in its sole discretion upon the filing of a notice with the Bankruptcy Court, with further extensions thereafter permitted after notice and a hearing.

1.19 “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).

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

1.21 “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.

1.22 “Common Interest” means, collectively, (i) Rhodium Enterprises Class A Interests, (ii) LTIP Interests, and (iii) Warrants.

1.23 “Company” means, collectively, the Debtors and their non-Debtor Affiliates.

1.24 “Confirmation” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

1.25 “Confirmation Date” means the date on which the Bankruptcy Court enters the Confirmation Order.

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

1.27 **“Confirmation Order”** means the order of the Bankruptcy Court confirming the pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance acceptable to the Plan Proponents.

1.28 **“Covered Claim”** means any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation or filing of the Plan Support Agreement (including the Term Sheet) and related transactions, the Disclosure Statement, the Plan, the Plan Supplement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan Support Agreement (including the Term Sheet) and related transactions, the Disclosure Statement, the Plan Supplement, the Chapter 11 Cases, the commencement of the Chapter 11 Cases, the marketing process for the sale of any of the Debtors’ assets, the solicitation of votes on the Plan, the negotiation and settlement of claims, the pursuit of Confirmation, the pursuit of consummation of the Plan, the administration and implementation of the Plan or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or after the Petition Date and on or before the Effective Date.

1.29 **“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), as the membership of which has been and may be reconstituted from time to time.

1.30 **“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.

1.31 **“D&O Insurance Settlement”** means the settlement of the Rhodium D&O Claims between the Founders, the Debtors, and the carriers that underwrote the first two layers of D&O Policies that is described in more detail in section 5.2 of the Plan.

1.32 **“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, including the policies extended through January 1, 2026.

1.33 **“Debtor”** or **“Debtors”** has the meaning set forth in the introductory paragraph of this Plan.

1.34 **“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.

1.35 **“Disallowed”** means any Claim or Interest, or any portion thereof, that (i) has been disallowed by the 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 either 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.

1.36 “Disbursing Agent” means any Entity (including any applicable Debtor or the Wind Down Debtor) in its capacity as a disbursing agent under Article VI of the Plan.

1.37 “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.

1.38 “Disclosure Statement Approval Order” means the Order (A) Approving the Adequacy of the Disclosure Statement, (B) Approving the Solicitation Procedures and Solicitation Packages, (C) Scheduling Confirmation Hearing, (D) Establishing Procedures For Objecting to the Plan and 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.

1.39 “Disputed” means, with respect to a Claim or Interest, (i) any Claim or Interest, which Claim or Interest is disputed under section 7.1 of the 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 Wind Down Debtor, as applicable, in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled by a Final Order. To the extent 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 distribute as to the balance of such Claim or Interest.

1.40 “Distributable Cash” means the amount of the Cash held by the Debtors, which they shall cause to reside at Debtor REI, on the Effective Date after the satisfaction of or establishing an appropriate reserve for: (a) the Wind Down Budget; and (b) the payment of all administrative and priority claims, including, for the avoidance of doubt, the Substantial Contribution Claim and the establishment of a Professional Fee Escrow.

1.41 “Distribution Record Date” means the record date for purposes of determining which:

(i) Holders of Allowed Claims are eligible to receive distributions under the 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 Plan Proponents, and (b) the date such Claim becomes Allowed, and

(ii) Holders of Allowed Interests are eligible to receive distributions under the Plan, which, unless otherwise specified, shall be the Effective Date.

1.42 “Effective Date” means, with respect to the Plan, the date that is a Business Day selected by the Plan Proponents on which: (i) no stay of the Confirmation Order is in effect and (ii) all conditions precedent specified in section 9.1 of the 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.

1.43 **“Employee”** means any person employed by the Company before or after the Petition Date, although for the avoidance of doubt, any post-Effective Date employment by the Wind Down Debtor will be through a 1099 contractor status.

1.44 **“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.

1.45 **“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.

1.46 **“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).

1.47 **“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 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.

1.48 **“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); and (iii) the Independent Directors.

1.49 **“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.

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

1.51 **“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 of Interest, with the Claims and Noticing Agent.

1.52 **“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.

1.53 “**Founders**” means, collectively, Cameron Blackmon, Chase Blackmon, Nicholas Cerasuolo, and Nathan Nichols and any of their owned affiliates.

1.54 “**General Bar Date**” means November 22, 2024, at 5:00 p.m. (prevailing Central Time), which was 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.

1.55 “**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, SAFE Claim, Intercompany Claim, Late Filed Claim, Section 510(b) 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.

1.56 “**Governmental Bar Date**” means February 20, 2025, at 5:00 p.m. (prevailing Central Time), which was the deadline by which all Governmental Units 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 “**Governmental Unit**” has the meaning set forth in section 101(27) of the Bankruptcy Code.

1.58 “**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 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 “**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 “**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 “**Imperium**” means Imperium Investments Holdings, LLC.

1.62 “**Imperium Interests**” means (i) the Class B Common Stock in Rhodium Enterprises owned by Imperium, (ii) the units in Rhodium Technologies owned by Imperium, (iii) the so-called “penny warrants” issued by Rhodium Enterprises to Imperium on or about September 29, 2022, and (iv) any other equity interests in the Debtors that may be asserted by the Founders and/or the members of Imperium.

1.63 ***“Imperium Parties”*** means Imperium, each of Imperium’s members, Imperium’s wholly-owned affiliates other than the Debtors, and the Founders.

1.64 ***“Indemnification Obligation”*** means any existing or future obligation of any Debtor or the Wind Down Debtor 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 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. For the avoidance of doubt, any party to whom an Indemnification Obligation is owed will be required to make a claim for Side A coverage under the D&O Policies that have been extended through January 1, 2026.

1.65 ***“Independent Directors”*** means David Eaton and Spencer Wells in their capacities as independent directors of Rhodium Enterprises, Inc.

1.66 ***“Insured Litigation Claims”*** means any insured claims constituting Guaranteed Unsecured Claims, General Unsecured Claims, or Late Filed Claims, as applicable.

1.67 ***“Intercompany Claim”*** means any Claim against a Debtor held by another Debtor.

1.68 ***“Intercompany Interest”*** means an Interest in a Debtor held by another Debtor.

1.69 ***“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). For the avoidance of doubt, Interests, as used herein, includes, without limitation, (i) Rhodium Enterprises Class A Interests, (ii) Imperium Interests, (iii) LTIP Interests, (iv) Intercompany Interests (including Rhodium Technologies Interests), and (v) Warrants.

1.70 ***“Late Filed Claim”*** means a Claim Filed after the applicable Bar Date.

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

1.72 ***“Local Rules”*** means the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

1.73 ***“LTIP Interests”*** means Interests held by participants in the Debtors’ Long-Term Incentive Plan in any of the Debtors.

1.74 ***“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.

1.75 **“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.

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

1.77 **“Payment Orders”** means, collectively, the (a) *Order Amending the Final Cash Collateral Order to Authorize Final Payment to Prepetition Secured Lenders* (Docket No. 1197); and (b) *Order Granting Debtors’ Motion for Entry of an Order (I) Approving the Accelerated Payment Procedures; and (II) Granting Related Relief* (Docket No. 1198).

1.78 **“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 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.

1.79 **“Plan Distribution”** means the payment or distribution of consideration to Holders of Allowed Claims and Interests under the Plan.

1.80 **“Plan Documents”** means any of the documents, other than the 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.

1.81 **“Plan Proponents”** has the meaning set forth in the introductory paragraph of this Plan.

1.82 **“Plan Supplement”** means a supplemental appendix to the Plan, to be filed no later than ten (10) Business Days prior to the deadline to vote to accept or reject the Plan, containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of the 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; (iv) the Schedule of Assumed Contracts, and (v) the post-Effective Date management of the Wind Down Debtor (which shall be selected in the first instance by the SAFE AHG in consultation with the Special Committee, as provided below); **provided that** through the Effective Date, the Plan Proponents shall have the right to amend the Plan Supplement and any schedules, exhibits, or amendments thereto, in accordance with the terms of the Plan.

1.83 **“Plan Support Agreement”** shall mean that certain Plan Support Agreement dated as of October 7, 2025 by and among the Debtors, acting through the Special Committee, the SAFE AHG, and the Imperium Parties, including all exhibits thereto.

1.84 **“Prerequisite Condition”** shall have the meaning ascribed to such term in section 9.2 of the Plan.

1.85 **“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.

1.86 ***“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.

1.87 ***“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 Plan.

1.88 ***“Professional”*** means an Entity 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.

1.89 ***“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. Notwithstanding anything to the contrary in this Plan, Professional Fee Claims shall not include the SAFE AHG Substantial Contribution Claim.

1.90 ***“Professional Fee Claims Estimate”*** means the aggregate unpaid Professional Fee Claims through the Effective Date as estimated in accordance with section 2.5 of the Plan.

1.91 ***“Professional Fee Escrow”*** means an escrow account established and funded pursuant to section 2.4 of the Plan.

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

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

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

1.95 ***“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.

1.96 ***“Released Parties”*** means, collectively: (i) the Debtors; (ii) the Wind Down Debtor; (iii) the co-Chief Restructuring Officers of the Debtors; (iv) the present and former directors, officers, and management of the Debtors, other than Imperium and the Founders; (v) the Creditors’ Committee; (vi) the present and former members of the Creditors’ Committee, solely in their capacities as such; (vii) the SAFE AHG; (viii) the present and former members of the SAFE AHG, including, without limitation, the

Blockchain Recovery Investment Consortium (“**BRIC**”), solely in their capacities as such; (ix) the Independent Directors; and (x) with respect to each of the foregoing Entities in clauses (ii) through (ix), all Related Parties; provided, however, that such Related Parties shall be Released Parties solely to the extent that any Claims or Causes of Action are asserted against them derivatively through the Entities described in clauses (i) through (ix) of the definition of Releasing Parties, below.

1.97 “**Releasing Parties**” means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Wind Down Debtor; (iii) the Creditors’ Committee and its members (solely in their capacity as such); (~~v~~iv) the Holders of all Claims or Interests that vote, or are deemed, to accept the Plan and do not affirmatively opt out of granting the releases set forth herein; (~~v~~iv) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not affirmatively opt out of granting the releases set forth herein; (~~v~~vi) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan and do not affirmatively opt out of granting the releases set forth herein; (~~v~~vi) the Holders of all Claims and Interests whose votes to accept or reject the Plan were not solicited but were given notice of the opportunity to opt out of granting the releases set forth herein and did not opt out; (~~v~~viii) current and former Affiliates of the Entities set forth in clauses (i) through (~~v~~vii) of this definition, and (~~x~~ix) all Related Parties of the Entities set forth in this definition, solely to the extent such Related Party (a) would be obligated to grant a release under the principles of agency if it were so directed by an entity in clauses (i) through (~~v~~ix), and (ii) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an entity in clauses (i) through (~~v~~ix). For the avoidance of doubt, no Entity shall be a Releasing Party if it affirmatively elects to opt out of the releases set forth in section 10.5(c) of the Plan.

1.98 “**Remaining Assets**” means all real and personal property of the Debtors held as of the Effective Date, other than (a) Cash and (b) Retained Causes of Action.

1.99 “**Restructuring/Liquidation 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 Plan, including: (i) the execution and delivery of any appropriate agreements or 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 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 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 Plan in the most tax efficient manner for the Debtors or the Wind Down Debtor, including any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; (v) any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations necessary or appropriate to simplify or otherwise optimize the Debtors’ organizational structure; and (vi) 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.

1.100 “**Restructuring/Liquidation Transactions Exhibit**” means a memorandum setting forth the transactions that are required to effectuate the Restructuring/Liquidation Transactions contemplated by the Plan, which will be included in the Plan Supplement.

1.101 ***“Retained Causes of Action”*** means Causes of Action to be retained by the Wind Down Debtor on and after the Effective Date.

1.102 ***“Rhodium 2.0 Secured Notes”*** means the secured notes issued by Debtor Rhodium 2.0 LLC.

1.103 ***“Rhodium 2.0 Secured Notes Claim”*** means any Claim arising under or related to the Rhodium 2.0 Secured Notes.

1.104 ***“Rhodium D&O Claims”*** means the claims or Causes of Action that have been or could have been asserted by any of the Debtors against any of the Founders and/or Imperium.

1.105 ***“Rhodium D&O Proceeds”*** means the proceeds of the D&O Insurance Settlement, in the amount of at least \$8.5 million.

1.106 ***“Rhodium Encore Secured Notes”*** means the secured notes issued by Debtor Rhodium Encore LLC.

1.107 ***“Rhodium Encore Secured Notes Claim”*** means any Claim arising under or related to the Rhodium Encore Secured Notes.

1.108 ***“Rhodium Enterprises”*** means Rhodium Enterprises, Inc.

1.109 ***“Rhodium Enterprises Class A Interests”*** means all Class A Common Stock in Rhodium Enterprises, Inc.

1.110 ***“Rhodium Technologies”*** means Rhodium Technologies LLC.

1.111 ***“Rhodium Technologies Interests”*** means Interests in Rhodium Technologies.

1.112 ***“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.

1.113 ***“Rhodium Technologies Secured Notes Claim”*** means any Claim arising under or related to the Rhodium Technologies Secured Notes.

1.114 ***“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, as set forth in the SAFE Agreements.

1.115 ***“SAFE AHG”*** means the Ad Hoc Group of SAFE Parties, comprised of those SAFE Holders identified on Exhibit A to the *Third Supplemental Verified Statement of Ad Hoc Group of SAFE Parties Pursuant to Bankruptcy Rule 2019* (Docket No. 1346), as such list of Holders may be amended from time to time.

1.116 ***“SAFE AHG Substantial Contribution Claim”*** shall have the meaning ascribed to such term in section 2.7(a) of this Plan.

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

1.118 ***“SAFE Contribution Agreements”*** means (i) that certain contribution agreement dated June 30, 2021 by and between Rhodium Enterprises and Rhodium Technologies, as amended from time to time, and (ii) that certain contribution agreement dated December 1, 2021 by and between Rhodium Enterprises and Rhodium Technologies, as amended from time to time.

1.119 ***“SAFE Holder”*** means any non-Debtor counterparty to a SAFE Agreement.

1.120 ***“SAFE Objection Order”*** means, collectively, that *Memorandum Opinion Overruling Debtors’ Omnibus Objection at ECF No. 1126 to the SAFE Proofs of Claim* and that *Order Overruling Debtors’ Omnibus Objection at ECF No. 1126 to the SAFE Proofs of Claim* (Docket Nos. 1592, 1593).

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

1.122 ***“Schedule of Rejected Contracts”*** means the schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the 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.

1.123 ***“Schedule of Retained Causes of Action”*** means the schedule of Causes of Action to be retained by the Wind Down Debtor, which will be included in the Plan Supplement.

1.124 ***“Schedules”*** means any schedules of Assets and liabilities, schedules of Executory Contracts and Unexpired Leases, 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 (including, without limitation, the amendment to Rhodium Enterprises’ schedules of liabilities on October 10, 2025 to identify the SAFE Claims as unsecured Claims).

1.125 ***“Section 510(b) Claim”*** 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; (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.

1.126 ***“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 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.

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

1.128 ***“Severance Period”*** shall be a maximum period of 12 months.

1.129 ***“SIR”*** means self-insured retention or similar deductible.

1.130 ***“Solicitation Materials”*** means materials used in connection with the solicitation of votes on the Plan, including the Disclosure Statement, the Disclosure Statement Approval Order, and any procedures established by the Bankruptcy Court with respect to solicitation of votes on the Plan.

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

1.132 ***“Term Sheet”*** means the term sheet attached as exhibits to the Plan Support Agreement.

1.133 ***“Transcend Group”*** means Transcend Partners Legend Fund LLC; Valley High LP; GR Fairbairn Family Trust; Grant Fairbairn Family Trust; Nina Claire Fairbairn Revocable Trust; NCF Eagle Trust; GRF Tiger Trust; NC Fairbairn Family Trust; Malcolm P and Emily T. Fairbairn 2021 Charitable Remainder Unitrust; Grant R. Fairbairn Charitable Remainder Unitrust; Kintz Family Trust; Kingdom Trust, FBO Emily Fairbairn; Kingdom Trust FBO Malcolm Fairbairn; Malcolm Fairbairn, Emily Fairbairn; Nina Fairbairn; Grant Fairbairn; and Scott Kintz. As used in this Plan, Transcend Group shall refer to the members of the Transcend Group collectively, and each member of the Transcend Group individually.

~~1.133~~ 1.134 ***“U.S. Trustee”*** means the United States Trustee for Region 7.

~~1.134~~ 1.135 ***“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.

~~1.135~~ 1.136 ***“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.

~~1.136~~ 1.137 ***“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 Plan.

~~1.137~~ 1.138 ***“Warrants”*** means all warrants to purchase equity in any Debtor.

~~1.138~~ 1.139 ***“Whinstone Settlement”*** means the settlement approved by the Bankruptcy Court pursuant to the Whinstone Settlement Approval Order.

~~1.139~~ 1.140 ***“Whinstone Settlement Approval Order”*** means that certain *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* entered by the Bankruptcy Court on April 8, 2025 (Docket No. 921).

~~1.140~~ 1.141 ***“Wind Down Budget”*** means the budget for the Wind Down Debtor to conclude and wind down the Debtors’ businesses and perform the tasks necessary to implement the Plan, which shall be subject to approval by the SAFE AHG and filed with the Plan Supplement.

~~1.141~~ 1.142 ***“Wind Down Debtor”*** means a Debtor entity to be identified in the Plan Supplement, 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~~ 1.143 ***“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 Plan and/or the Confirmation Order, as applicable; (iv) unless otherwise specified herein, all references herein to “Articles” are references to Articles of the Plan; (v) unless otherwise stated herein, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the 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 Plan; (ix) any term used in 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 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 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 Plan Proponents or, after the Effective Date, the Wind Down Debtor in such a manner that is consistent with the overall purpose and intent of the 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 Plan shall be deemed a Claim objection to such Claim. For the avoidance of doubt, all deadlines contained herein may be extended by Order of the Bankruptcy Court.

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

E. Controlling Document.

In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such document or the Confirmation Order). In the event of an inconsistency between the Plan and any other instrument or document created or executed pursuant to the Plan, or between the Plan and the Disclosure Statement, the Plan shall control. The provisions of the 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 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 Plan.

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.*

(a) 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 Wind Down Debtor, 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.

(b) Notwithstanding the foregoing, the provisions of section 2.1(a) shall not apply to the SAFE AHG Substantial Contribution Claim, which shall be governed solely by section 2.7 of this Plan.

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, 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 Wind Down Debtor is authorized, consistent with the Wind Down Budget, 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 Plan Proponents or the Wind Down Debtor, 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 Plan Proponents or the Wind Down Debtor, as applicable, and consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; ***provided that*** the Plan Proponents or the Wind Down Debtor, as applicable, are authorized in their absolute discretion, but not directed, to prepay all or a portion of any such amounts at any time without penalty or premium. For the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

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 Wind Down Debtor, 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 Wind Down Debtor and shall become Distributable Cash. 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; and ***provided further*** that the Debtors' obligations with respect to the 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) 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 Plan, on and after the Effective Date, the Debtors or the Wind Down Debtor, 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 Plan incurred by the Debtors or the Wind Down Debtor, as applicable.

(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 Debtor may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

2.7. *SAFE AHG Substantial Contribution Claim.*

(a) ~~An~~ Subject to the provisions of section 5.13 of this Plan, an Allowed Administrative Expense Claim shall be paid in the amount of \$8.5 million for reasonable and documented fees and expenses incurred by counsel to the SAFE AHG in connection with the Debtors' Chapter 11 Cases, including, without limitation, investigating the Rhodium D&O Claims, participating in the Whinstone mediation, participating in the Plan mediation, appearing in connection with Estate professional fee matters, contributing to the proper allocation of the Debtors' value amongst stakeholders (including in connection with the Debtors' Omnibus Objection to Claims Nos. 11, 13, 18, 19, 20, 25, 26, 28, 32, 34, 35, 41, 42, 45, 51, 83, 94, 102, 107, 111, 149, 152, 183, 197, 198, 223, 224, and 231 (ECF No. 1126)) and negotiating and developing the Plan and related documentation (the "**SAFE AHG Substantial Contribution Claim**"), subject to the Special Committee's receipt and review of invoices demonstrating at least \$8.5 million in fees incurred by counsel to the SAFE AHG in connection with the Chapter 11 Cases. Such invoices shall be provided in a manner that protects all applicable privileges. Further statements or evidence may be submitted in support of the SAFE AHG Substantial Contribution Claim prior to the Confirmation Hearing.

(b) The Allowance of the SAFE AHG Substantial Contribution Claim described in this section 2.7 (and all provisions of the Plan) shall be subject to review and approval by the Bankruptcy Court, and the terms of the Plan Support Agreement (including, without limitation, Section 9 of the Plan Support Agreement).

(c) ~~The~~ Subject to the provisions of section 5.13 of this Plan, the SAFE AHG Substantial Contribution Claim shall be paid in full in Cash on the Effective Date, or as soon thereafter as practicable, without the need for the filing of any additional application for Allowance of such Claim.

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 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 Distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or 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 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 Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) presumed to accept or deemed to reject the 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	SAFE Claims	Impaired	Yes (Entitled to Vote)
7	Late Filed Claims	Unimpaired	No (Presumed to Accept)
8	Intercompany Claims	Unimpaired	No (Presumed to Accept)
9	Section 510(b) Claims	Unimpaired	No (Presumed to Accept)
10	Common Interests	Impaired	Yes (Entitled to Vote)
11	Imperium Interests	Impaired	Yes (Entitled to Vote) (Presumed to Accept by Virtue of the Plan Support Agreement)
12	Intercompany Interests	Impaired	No (Deemed to Reject)

3.3. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing under the Plan shall affect, diminish, or impair the rights of the Debtors or the Wind Down Debtor 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 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 respect to any Claim that is Unimpaired (including, for the avoidance of doubt, any Claim that is Reinstated) by the Plan. Except as otherwise specifically provided in the Plan, the Wind Down Debtor 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 Debtors' legal and equitable rights with respect to any Reinstated Claim or Claim that is Unimpaired by this Plan may be asserted by the Wind Down Debtor 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 Plan of such Debtor for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether such Debtor's Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

3.5. ***No Waiver.***

Nothing contained in the 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 Plan, the 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 Plan Proponents shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Plan Proponents reserve the right to modify the 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 Debtors, the assignment of Assets from one Debtor to one or more other Debtors, 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, plus applicable post-petition interest.

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 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 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 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, plus applicable post-petition interest.

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 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 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 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 (including, without limitation, the agreement by the Founders to accept solely the distributions on account of their Allowed Rhodium Technologies Secured Notes Claims specified in section 6.18 of this Plan in lieu of the treatment that would otherwise be afforded to those claims pursuant to this section 4.3), 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, plus applicable post-petition interest.

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 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 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 Plan, and the votes of such Holders will not be solicited with respect to such Rhodium Technologies Secured Notes Claims.

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, plus applicable post-petition interest.

(c) *Impairment and Voting:* Class 4 is Unimpaired, and the Holders of Priority Non-Tax Claims are conclusively presumed to have accepted the 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 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 Payment Orders.

For purposes of this 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 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 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.

(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 Payment Orders.

For purposes of this section 4.6, except as otherwise agreed upon pursuant to a settlement with the Debtors, including, for the avoidance of doubt, in connection with the Payment Orders, 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.

Notwithstanding the foregoing, the Proof of Claim filed by Blackmon Holdings LLC in the amount of \$750,000 shall receive the treatment set forth in section 5.11 of the Plan in lieu of the treatment provided for other General Unsecured Claims.

(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 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 Plan, and the votes of such Holders will not be solicited with respect to such General Unsecured Claims.

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

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

(b) *Treatment:* Each SAFE Claim shall be Allowed in an amount equal to (i) the Purchase Amount (as identified in the applicable SAFE Agreement), which in the aggregate is approximately \$86.9 million, plus (ii) applicable interest thereon. Except to the extent a Holder of an Allowed SAFE Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of the Allowed SAFE Claims, each Holder of an Allowed SAFE Claim shall receive its Pro Rata Share of (x) \$84.0 million from the Debtors' Distributable Cash, to be paid on or as soon as practicable after the Effective Date, and (y) post-petition interest of \$1.25 million.

(c) *Impairment and Voting:* Class 6 is Impaired and the Holders of Claims in Class 6 are entitled to vote to accept or reject the Plan.

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 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 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 Plan, and the votes of such Holders will not be solicited with respect to such Late Filed Claims.

4.9. ***Intercompany Claims (Class 8).***

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

(b) *Treatment:* Except to the extent a Holder of an Allowed Intercompany Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of the Allowed Intercompany Claims, each Holder of an Allowed Intercompany Claim shall receive payment in Cash in an amount equal to such Allowed Intercompany Claim on the Effective Date, or as soon as reasonably practicable thereafter. For the avoidance of doubt, such Intercompany Claims shall be satisfied by “book entry.”

(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 Intercompany Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Claims.

4.10. ***Section 510(b) Claims (Class 9).***

(a) *Classification:* Class 9 consists of Section 510(b) Claims.

(b) *Treatment:* Except to the extent that a Holder of an Allowed Section 510(b) Claims agrees to a less favorable treatment of such Claim, all Holders of Allowed Section 510(b) Claims shall receive the same treatment under the Plan as afforded to them on account of their Common Interests, as applicable.

(c) *Impairment and Voting:* Class 9 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) Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Section 510(b) Claims.

4.11. ***Common Interests (Class 10).***

(a) *Classification:* Class 10 consists of Common Interests.

(b) *Treatment:* Except to the extent a Holder of an Allowed Common Interest agrees to a less favorable treatment of such Interest, in full and final satisfaction, settlement, release, and discharge of such Allowed Common Interest, its Pro Rata Share of Distributable Cash available after the satisfaction in full and/or the establishment of a reserve for Claims in Classes 1 through 8.

(c) *Impairment and Voting:* Class 10 is Impaired and the Holders of Common Interests in Class 10 are entitled to vote to accept or reject the Plan.

4.12. *Imperium Interests (Class 11).*

(a) *Classification:* Class 11 consists of Imperium Interests.

(b) *Treatment:*

- i. Following the Confirmation Date but prior to the Effective Date, the Interests held by Imperium in Rhodium Technologies shall be redeemed in accordance with the provisions of section 5.9 of this Plan, before any distributions are paid to and received by Rhodium Technologies, for no consideration other than that described in section 6.18 of this Plan.
- ii. All Interests held by Imperium or the Founders in Rhodium Enterprises shall receive no distribution and shall be cancelled, released, and extinguished.

(c) *Impairment and Voting:* Class 11 is Impaired and such Holders of Imperium Interests are entitled to vote to accept or reject the Plan. The Holders of Imperium Interests have agreed, pursuant to the Plan Support Agreement, to vote to accept the Plan.

4.13. *Intercompany Interests (Class 12).*

(a) *Classification:* Class 12 consists of Intercompany Interests.

(b) *Treatment:* Intercompany Interests shall be fully reconciled before each entity that holds such interests is dissolved as further described in section 5.9 of the Plan.

(c) *Impairment and Voting:* Class 12 is Impaired and such Holders of Intercompany Interests are deemed to reject the 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 Plan, and the votes of such Holders will not be solicited with respect to such Intercompany 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, distributions, releases, and other benefits provided under the Plan, including, for the avoidance of doubt, the compromise of the SAFE Claims, the D&O Insurance Settlement, and the redemption of Rhodium Technologies Interests described in section 5.9 of this Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination 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. 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 are fair, equitable, and 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.

5.2. *D&O Insurance Settlement*

Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code, the Debtors settle through this Plan all Claims, whether known or unknown, held by the Debtors against the Founders as of the Effective Date. Such D&O Insurance Settlement shall be in exchange for, among other consideration, the payment of the Rhodium D&O Proceeds no more than twelve (12) days after Confirmation of the Plan and, in any event, prior to the Effective Date. The Confirmation Order shall include provisions providing for approval of the D&O Insurance Settlement by the Bankruptcy Court.

5.3. *Effectuating Documents; Corporate Action; Restructuring/Liquidation Transactions.*

(a) Notwithstanding anything herein to the contrary, on or about the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Wind Down Debtor, as applicable, shall take all actions set forth in and contemplated by the Restructuring/Liquidation Transactions Exhibit, and enter into any transaction and may take all actions as may be necessary or appropriate to effectuate the transactions described in, approved by, contemplated by, or necessary or appropriate to effectuate the Plan, including the Restructuring/Liquidation Transactions.

(b) Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) any assumption of Executory Contracts and Unexpired Leases as provided herein, and (ii) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof.

(c) 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 Plan, including the Restructuring/Liquidation Transactions.

(d) Each officer, member of the board of directors, or manager of the Debtors is (and the Wind Down Debtor 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 in the name of and on behalf of the Debtors (or the Wind Down Debtor), 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 equity holders or directors or managers of the Debtors) except for those expressly required pursuant to the Plan.

(e) All matters provided for in the Plan involving the corporate or limited liability company structure of the Debtors and any corporate or limited liability company action required by the Debtors in connection with the 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 by any other stakeholder, and with like effect as though such action had been taken unanimously by the equity holders, directors, managers, or officers, as applicable, of the Debtors.

5.4. *Exemption from Securities Laws.*

The Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the validity of any transaction contemplated by the Plan or the Confirmation Order. Notwithstanding anything to the contrary in the Plan or otherwise, no Person or Entity may require from the Debtors or the Wind Down Debtor a legal opinion regarding the validity of any transaction contemplated by the Plan.

5.5. *Cancellation of Liens and Debt Instruments.*

(a) Except as otherwise specifically provided herein, all notes, instruments, certificates evidencing debt of the Debtors will be cancelled and 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 under the 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 Wind Down Debtor), 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 Plan.

5.6. *Officers and Boards of Directors; Management of Wind Down Debtor.*

The Plan Supplement shall identify the post-Effective Date management of the Wind Down Debtor (the “**Plan Administrator**”). The Plan Administrator shall direct the affairs of the Wind Down Debtor and the Plan Administrator’s engagement shall commence no earlier than the Effective Date. The SAFE AHG shall select the Plan Administrator in consultation with the Special Committee; **provided, however**, that after the SAFE AHG Substantial Contribution Claim and all amounts due to SAFE Claims pursuant to section 4.7 have been paid in full, the Holders of Common Interests may select a new Plan Administrator. For the avoidance of doubt, all Employees of the Debtors shall be terminated no later than immediately prior to the Effective Date. The members of the board of directors or managers of each Debtor prior to the Effective Date (including, without limitation, the Independent Directors), in their capacities as such, shall have no continuing obligations to the 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.

5.7. *Nonconsensual Confirmation.*

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

5.8. *Closing of the Chapter 11 Cases.*

After the Effective Date, the Wind Down Debtor 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 Wind Down Debtor, that closes and issues a final decree for each of the Chapter 11 Cases.

5.9. *Redemption of Rhodium Technologies Interests.*

(a) Following the Confirmation Date but prior to the Effective Date, Rhodium Technologies, a partnership for U.S. federal income tax purposes, shall redeem 100% of Imperium's Interests in Rhodium Technologies for the consideration contemplated by this Section 5.9(a) of the Plan and without the requirement to pay any Cash payment or other Cash consideration. Effective upon such redemption and as Rhodium Enterprises will be the only remaining equity owner in Rhodium Technologies following such redemption, Rhodium Technologies will be disregarded as an entity separate from its owner for U.S. federal tax purposes.

(b) Following completion of the redemption in Section 5.9(a) above, Debtors Jordan HPC LLC, Rhodium 10MW LLC, Rhodium 30MW LLC, Rhodium 2.0 LLC, and Rhodium Encore LLC, together with Rhodium Enterprises, shall reconcile any and all remaining Intercompany Interests or Intercompany Claims. Each Debtor shall be authorized to distribute Cash and any other assets to any other Debtor as needed to resolve Intercompany Interests and Intercompany Claims.

(c) For the avoidance of doubt when reconciling Intercompany Interests or Intercompany Claims, the Whinstone Settlement shall be deemed to be a Liquidity Event within the meaning of the SAFE Agreements and a liquidation within the meaning of the SAFE Contribution Agreements, and Rhodium Enterprises shall be entitled to payment in full of its Intercompany Claims against Rhodium Technologies, including, without limitation, Rhodium Enterprises' Claim to return the full amount of proceeds of the SAFE Agreements in the approximate purchase amount of \$86.9 million.

(d) Once Intercompany Interests and Claims are reconciled, all of the Debtors except for the Wind Down Debtor shall be dissolved or merged into other Debtors (and, to the extent necessary, shall be permitted to be liquidated or merged for tax purposes by legal dissolution or merger). The Wind Down Debtor shall remain in being for as long as necessary or beneficial for tax or other purposes.

(e) The Founders and Imperium shall be permitted to review the draft or final Forms K-1 to be issued to them for tax year 2025. The Founders and Imperium acknowledge and agree that they are not entitled to any distribution, redemption, or indemnification for any tax liability they actually incur for 2024 and 2025.

5.10. *Liquidation of Remaining Assets.*

On the Effective Date, all Remaining Assets and Retained Causes of Action shall vest in the Wind Down Debtor. The Wind Down Debtor shall promptly liquidate all Remaining Assets and Retained Causes of Action following the Effective Date. The proceeds from the liquidation of the Remaining Assets and Retained Causes of Action shall become Distributable Cash and shall be distributed in accordance with this Plan.

5.11. *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.

5.12. *Notice of Effective Date.*

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

5.13. *Treatment of Transcend Group Claims and Interests.*

(a) Notwithstanding any other provision of this Plan to the contrary, the Transcend Group shall have under this Plan an Allowed General Unsecured Claim in Class 5b in the amount of \$10 million (the “*Transcend Claim*”). Such Claim is expressly subordinated to payment of the SAFE Claims (and, for the avoidance of doubt, the SAFE AHG Substantial Contribution Claim).

(b) Notwithstanding the provisions of section 2.7 of this Plan, to the extent the full amount (i.e., \$8.5 million) of the SAFE AHG Substantial Contribution Claim is Allowed under the Plan, \$6.0 million of the SAFE AHG Substantial Contribution Claim shall be paid directly to the SAFE AHG upon emergence. The remaining \$2.5 million shall be deposited in a segregated account controlled by the Plan Administrator (the “*Escrowed Fees*”). If the SAFE AHG Substantial Contribution Claim is Allowed in an amount less than \$8.5 million, the Escrowed Fees shall be lowered by the amount of such reduction.

(c) To the extent that Distributable Cash and the proceeds of Remaining Assets are insufficient, after payment of all senior Claims, to provide a recovery of at least \$6.6 million (the “*Targeted Recovery*”) on the Transcend Claim, the Escrowed Fees shall be released to the Transcend Group in respect of the Transcend Claim, except to the extent a lesser amount of Escrowed Fees, plus the remaining Distributable Cash and proceeds of Remaining Assets, are sufficient to provide for the Targeted Recovery, in which case only such lesser amount of the Escrowed Fees shall be released to the Transcend Group, with the balance released to the SAFE AHG. For the avoidance of doubt, to the extent that the Distributable Cash plus proceeds of the Remaining Assets after distributions to senior Claims (the “*Residual Amounts*”), together with the full amount of the Escrowed Fees, are insufficient to provide for the Targeted Recovery, the Transcend Group, or any individual members thereof, shall not be entitled to any further Distributions under the Plan.

(d) The amount, if any, by which the Escrowed Fees plus Residual Amounts exceeds the Targeted Recovery shall be released to the SAFE AHG, up to the full amount of the Escrowed Fees.

(e) All Claims against or Interests in the Debtors held or asserted by the Transcend Group against the Debtors other than the Claim Allowed pursuant to section 5.13(a) of this Plan shall be Disallowed by operation of this Plan. Neither the Transcend Group nor any individual member thereof shall be entitled to receive any Distributions under the Plan other than on account of the Claim Allowed pursuant to section 5.13(a) of the Plan; provided, however, that the Transcend Group, and the individual members thereof, shall be entitled to retain any and all amounts previously paid or otherwise disbursed to the Transcend Group in accordance with any proof of claim filed thereby.

(f) Nothing in this Plan shall affect any right of the Transcend Group to recover amounts from the Founders and/or Imperium in the adversary proceeding styled *345 Partners SPV2 LLC, et al. v. Nathan Nichols, et al.*, Adv. No 25-03413, currently pending in the Bankruptcy Court.

ARTICLE VI. DISTRIBUTIONS.

6.1. *Distributions Generally.*

Except as otherwise provided in the Plan, the Wind Down Debtor (acting as Disbursing Agent) shall make all applicable Plan Distributions to the appropriate Holders of Allowed Claims and Interests in accordance with the terms of the Plan. The Wind Down Debtor 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 and the Wind Down Debtor shall have no obligation to recognize any transfer of 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 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 Plan and Confirmation Order, including, without limitation, the treatment provisions of Article IV of the Plan, each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class; *provided that* the Wind Down Debtor may implement periodic distribution dates to the extent it determines them to be appropriate.

6.4. *Disbursing Agent.*

All Plan Distributions shall be made by the Wind Down Debtor as Disbursing Agent on or after the Effective Date or as otherwise provided herein. The Wind Down Debtor shall be entitled to retain Distributable Cash as necessary to satisfy all expenses incurred in acting as Disbursing Agent in accordance with the Wind Down Budget.

6.5. *Rights and Powers of Disbursing Agent.*

(a) *General.* From and after the Effective Date, the 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 Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the 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 Plan, or as deemed by such Disbursing Agent to be necessary and proper to implement the provisions hereof.

(b) *Powers of Disbursing Agent.* The 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 Plan; (ii) make all applicable distributions or payments provided for under the 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 Plan or (B) as deemed by such Disbursing Agent to be necessary and proper to implement the provisions of the 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 Wind Down Debtor, 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 Wind Down Debtor in the ordinary course of business.

6.6. *No Postpetition Interest on Claims.*

Except as otherwise specifically provided for or limited by the Plan (including, without limitation, with respect to Allowed Claims in Classes 1-4, 5a, 5b, and 6), 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 Plan Distributions.*

Subject to Bankruptcy Rule 9010, all Plan Distributions to any Holder of an Allowed Claim or Interest shall be made to a Disbursing Agent, which shall transmit such Plan Distribution to the applicable Holders of Allowed Claims as and when required by the 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 any Plan Distribution to any Holder is returned as undeliverable, no further Plan 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 Plan Distributions shall be made to such Holder without interest. Nothing herein shall require any Disbursing Agent to attempt to locate Holders of undeliverable Plan Distributions and, if located, assist such Holders in complying with section 6.19 of the Plan.

6.8. *Plan Distributions after Effective Date.*

Plan Distributions made after the Effective Date shall 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 Interest, all Plan 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 Wind Down Debtor, and all claims of any other Person (including the Holder of a Claim or Interest in the same Class) to such Plan Distribution shall be discharged and forever barred. The Wind Down Debtor 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 Wind Down Debtor 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 Plan.***

Except as otherwise specifically provided in the Plan, at the option of the Debtors or the Wind Down Debtor, as applicable, any Cash payment to be made hereunder by the Debtors or the Wind Down Debtor may be made by ACH 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 Plan, any distributions and deliveries to be made on account of Allowed Claims and Interests under the Plan shall be in complete and final satisfaction, release, settlement, and discharge of, and exchange for, such Allowed Claims and Interests.

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 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 of the Debtors or the Wind Down Debtor, or any designee of any such entities, may, but shall not be required to, set off or recoup against any Claim or Interest, and any distribution to be made pursuant to the Plan on account of such Claim or Interest, any and all claims, rights, and Causes of Action of any nature whatsoever that a 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 or its successor of any claims, rights,

or Causes of Action that a Debtor or its successor or assign (including the Wind Down Debtor) may possess against the Holder of such Claim or Interest.

(b) In no event shall any Holder of a Claim or Interest be entitled to set off any such Claim or Interest against any claim, right, or Cause of Action of the Debtors (or the Wind Down Debtor), unless (i) the Plan Proponents or the Wind Down Debtor 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 such motion has been granted by the Bankruptcy Court, 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 Plan and subject to section 6.6 of the Plan or as otherwise required by law (as reasonably determined by the Wind Down Debtor, 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 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 provided for in the Plan).

6.17. *[Reserved.]*

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

(a) The following Proofs of Claim filed by Imperium and certain of the Founders shall be Allowed under this Plan and shall receive payment in full of the amounts set forth below on such Proofs of Claim:

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

The Founders shall also be entitled to receive post-petition interest on the above amounts not to exceed \$71,321.92 in the aggregate.

Additionally, proof of claim number 12 of Morrison Park Capital LLC shall be Allowed and paid in the amount of \$70,140.00, plus post-petition interests accruing at 0.20% per annum.

Notwithstanding any other provision of this Plan to the contrary, the Founders shall receive no post-petition interest or other amounts on account of the Proofs of Claim listed in this section 6.18(a).

(b) Neither Imperium nor any of the Founders shall receive any Distributions under this Plan nor any other Distribution, indemnification, or other value of any kind from the Debtors' Estates save for (i) Distributions on the Proofs of Claim set forth in section 6.18(a) and (ii) the release of Claims against Imperium and the Founders under this Plan upon consummation of the D&O Insurance Settlement. All other Proofs of Claim submitted by Imperium or the Founders shall be deemed Disallowed without the need for further action by the Debtors, the Wind Down Debtor, or any other Person or Entity. Except for the release of claims against Imperium and the Founders to be granted by the Debtors and their Estates under the Plan upon consummation of the D&O Insurance Settlement, none of the Imperium Parties shall receive any other distribution, indemnification, assets or other value of any kind from the Estates.

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

6.19. ***Withholding and Reporting Requirements.***

(a) ***Withholding Rights.*** In connection with the Plan, any Person issuing any instrument or making any distribution described in the 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 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 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 Plan. Notwithstanding the foregoing, each Holder of an Allowed Claim or Interest or any other Person that receives a distribution pursuant to the 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 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 Debtors and the Wind Down Debtor reserve the right to allocate all distributions made under the 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 Plan shall, upon request, deliver to the applicable Disbursing Agent or such other Person designated by the Wind Down Debtor (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 the Wind Down Debtor to reduce or eliminate any withholding required by any federal, state, or local

taxing authority. If such request is made, 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 Debtor, and any Claim or Interest in respect of such distribution shall be discharged and forever barred from assertion against the Wind Down Debtor or its property.

ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS AND INTERESTS.

7.1. *Disputed Claims and Interests Generally.*

Except as expressly provided in the 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 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 Plan or was Allowed prior to the Effective Date, the Wind Down Debtor shall have and retain any and all rights and defenses that the Debtors have 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 Plan, the Debtors (and, after the Effective Date, the Wind Down Debtor) shall be entitled to object to Claims and Interests. Except as otherwise expressly provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date the Wind Down Debtor 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 Interest 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 Plan Proponents (or the Wind Down Debtor) 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.

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, after the Effective Date, by the Wind Down Debtor) upon stipulation or any agreement in writing, including, without limitation, email correspondence, between the parties in interest without an 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 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, after the Effective Date, to the Wind Down Debtor).

Except as otherwise provided herein, ordered by the Bankruptcy Court or otherwise agreed by the Plan Proponents (or, after the Effective Date, by the Wind Down Debtor), 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 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. 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 Wind Down Debtor shall provide to the Holder of such Claim or Interest the distribution to which such Holder is entitled under the Plan as of the Effective Date.

7.8. *Claim Resolution Procedures Cumulative.*

All of the Claims, objection, estimation, and resolution procedures in the 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 Plan without further notice or Bankruptcy Court approval.

7.9. *Amendments to Claims or Interests.*

On or after the Effective Date, except as provided in the 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 Wind Down Debtor, and any other new or amended Claim or Interest or Proof of Claim or Proof of Interest Filed after the 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 Plan, 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 ~~rejected~~assumed on the Schedule of ~~Rejected~~Assumed Contracts.

(b) Subject to (i) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (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 Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Wind Down Debtor or its assignee(s) in accordance with its terms, except as modified by any provision of the 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 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 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 SAFE AHG, 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 the Wind Down Debtor 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 Plan Proponents 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 Plan, the Plan Proponents 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 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 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 Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor. Each such provision shall be deemed not to apply to the assumption or assumption and assignment of such Executory Contract or Unexpired Lease pursuant to the 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 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 Wind Down Debtor 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 Wind Down Debtor) 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 Wind Down Debtor).

(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 the Wind Down Debtor 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 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 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 or the Wind Down Debtor, or their property, without the need for any objection by the Debtors or the Wind Down Debtor, 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 any 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 7.2 of the Plan and applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

8.4. *Debtors' Indemnification Obligations.*

All Indemnification Obligations of the Debtors shall be deemed and treated as Executory Contracts to be rejected under the Plan. For the avoidance of doubt, any party to whom an Indemnification Obligation is owed will be required to make a claim for Side A coverage under the D&O Policies that have been extended through January 1, 2026.

8.5. *Employee Arrangements and Employee Obligations.*

(a) Immediately prior to the Effective Date, all Employees' employment with the Debtors shall be terminated. At that time, Employees shall be entitled to the Severance Benefits set forth in their applicable Employee Agreements or, to the extent no Employee Agreement exists, consistent with the Debtors' prepetition severance policy (as set forth below). The Debtors' calculation of Employee Severance Benefits are set forth on the attached Exhibit A; ***provided, however***, that the Severance Benefits shall be payable only if the Employee executes, and fails to revoke within the statutory revocation period, a release to the Plan Proponents which, for the avoidance of doubt, shall include the applicable amount of Severance Benefits for such Employee, following termination of employment which is, in form and substance, satisfactory to the Plan Proponents. 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 in the Plan.

(b) Unless otherwise listed on the Schedule of Assumed Contracts, all Employment Agreements and offer letters shall be deemed rejected on the Effective Date as Executory Contracts pursuant to sections 365 and 1123 of the Bankruptcy Code (which rejection shall include any modifications to such employment agreements).

(c) As of the Effective Date, the Debtors and the Wind Down Debtor shall continue to honor their obligations under all applicable Workers' Compensation Programs and in accordance with all applicable workers' compensation laws in states in which the Debtors 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 Plan shall limit, diminish, or otherwise alter the Debtors' defenses, Causes of Action, or other rights under

applicable law, including non-bankruptcy law, with respect to any such Workers' Compensation Programs; ***provided, further, that*** nothing herein shall be deemed to impose any obligations on the Debtors or the Wind Down Debtor in addition to what is provided for under applicable state law.

(d) Severance Benefits shall be as follows:

- i. In exchange for executing and not revoking a release of claims against the Debtors, for Employees who do not have an Employment Agreement that prescribes severance benefits, the Company (or the Wind Down Debtor, as the case may be) shall pay severance in an amount equal to two (2) weeks of the Employee's base salary for each full year of completed service with the Company, calculated at the rate in effect as of the Employee's termination date. Such severance shall be paid in accordance with the Company's normal payroll practices and schedules, unless otherwise required by applicable law.
- ii. To the extent the Company (or the Wind Down Debtor, as the case may be) continues to maintain such health and dental benefit plans, former employees shall be eligible to elect continuation coverage under COBRA (or any applicable state continuation law) at their own expense, subject to the terms and conditions of such plans and applicable law. For employees or executives whose employment agreements do not expressly provide for COBRA premium contributions, the Company will continue active coverage under its group health insurance plans through the last day of the calendar month in which the employee's termination occurs. Thereafter, any continuation of coverage shall be at the employee's sole expense under COBRA, to the extent the Company (or the Wind Down Debtor, as the case may be) continued to maintain such health and dental benefit plans. For executives whose employment agreements specifically provide for COBRA premium contributions as part of their severance benefits, the Company (or the Wind Down Debtor, as the case may be) will continue to cover the Employee and his or her dependents under, or provide such 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 Severance Period; to the extent the Company (or the Wind Down Debtor, as the case may be) continues to maintain such health and dental benefit. To the extent any such benefits cannot be provided under the benefit plans or programs of the Company or any of its subsidiaries, the 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 and shall continue in full force and effect thereafter in accordance with their respective terms, and all such insurance policies shall vest in the Wind Down Debtor. 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, any party to whom an Indemnification Obligation is owed will have the right to seek recovery solely and only from any D&O Policy (including any “tail” policy) for the full term of such policy, regardless of whether any such person remains employed by (or seated as a director of) the Debtors.

(c) In addition, after the Effective Date, the Wind Down Debtor 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 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 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 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 Plan through allowance of the General Unsecured Claim solely in the amount of the applicable SIR, if any; ***provided, however,*** that nothing herein obligates the Debtors or the Wind Down Debtor 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 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 and shall be assumed by the respective 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 Plan. Unless otherwise noted hereunder, all intellectual property contracts, licenses, royalties, or other similar agreements shall vest in the Wind Down Debtor and the Wind Down Debtor 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 assumed and assigned hereunder shall remain in full force and effect for the benefit of the 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 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.

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 Plan or in the Plan Supplement, nor anything contained in the 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 their respective Affiliates has any liability thereunder.

(b) Except as otherwise provided in the Plan, nothing in the 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 Wind Down Debtor under any Executory Contract or non-executory contract or any Unexpired Lease or expired lease.

(c) Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the 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 Plan, the Debtors or the Wind Down Debtor 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 Plan:

- (a) the Plan Support Agreement shall remain in full force and effect;
- (b) no breach or failure to comply with the terms of the Plan Support Agreement, the Confirmation Order, or any other material final order of the Bankruptcy Court shall have occurred and be continuing;
- (c) the Debtors' estates shall have received the Rhodium D&O Proceeds;
- (d) no circumstance, event and/or the entry of any order by the Bankruptcy Court that causes the SAFE AHG to reasonably believe that Distributable Cash will be insufficient to satisfy in full the Substantial Contribution Claim, and the SAFE Claims in the amounts provided for in this Plan and the Term Sheet shall have occurred;
- (e) the Definitive Documents shall have been filed in substantially final form in a form acceptable to the Plan Proponents;
- (f) the Plan, as confirmed by the Confirmation Order, shall be in form and substance acceptable to the Plan Proponents;
- (g) the Bankruptcy Court shall have entered the Confirmation Order, which shall be in form and substance acceptable to the Plan Proponents, and (ii) solely to the extent it materially affects the treatment of Imperium and/or the Founders, Imperium and/or the Founders;
- (h) the Confirmation Order shall not have been reversed, stayed, amended, modified, dismissed, vacated or reconsidered;
- (i) the Professional Fee Escrow shall have been established and funded in Cash; and
- (j) 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 Plan.

9.2. *Timing of Conditions Precedent.*

Notwithstanding when a condition precedent to the Effective Date occurs, unless otherwise specified in the Plan or any Plan Supplement document, for the purposes of the 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 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 Plan may be waived by with the consent of both Plan Proponents without notice to, leave from, or

order of, the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the 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 Plan shall be null and void in all respects and nothing contained in the Plan or the 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.

ARTICLE X. EFFECT OF CONFIRMATION OF PLAN.

10.1. *Vesting of Assets in the Wind Down Debtor.*

(a) Except as otherwise provided in the Plan, any Plan Document, or the Confirmation Order on the Effective Date, pursuant to section 1141(b) and (c) of the Bankruptcy Code, all Remaining Assets and Retained Causes of Action, including any property acquired by the Debtors under or in connection with the Plan, shall vest in the Wind Down Debtor free and clear of all Liens, Claims, charges, or other interests or encumbrances. From and after the Effective Date, the Wind Down Debtor shall promptly liquidate all of the Remaining Assets and Retained Causes of Action.

(b) Except as otherwise provided herein, the Wind Down Debtor may use, acquire, or dispose of property and pursue, compromise or settle any Claims (including any Administrative Expense Claims), Interests, and Retained 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 Wind Down Debtor may pay the charges that it incurs 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 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 Plan, (b) deemed to accept or reject the Plan, (c) failed to vote to accept or reject the Plan, or (d) voted to reject the Plan.

10.3. *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. *Injunction.*

Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released by the Debtors pursuant to section 10.5(a) or

section 10.5(b), or by the Releasing Parties pursuant to section 10.5(c), or are subject to exculpation pursuant to 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 Wind Down Debtor, the Released Parties, Imperium and/or the Founders (solely with respect to the extent of the release provided in section 10.5(b) with respect to Imperium and/or the Founders). and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to 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 Plan or otherwise Disallowed; *provided* that such persons who have held, hold, or may hold Claims against, or Interests in, a 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 Plan.

Subject in all respects to 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, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring/Liquidation 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 Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or the Confirmation Order, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the 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 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

10.5. *Releases.*

(a) Releases by the Debtors.

- i. Notwithstanding anything contained in the 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 Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties shall be conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, their Estates, and the Wind Down Debtor 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 Wind Down Debtor, 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, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date.
- ii. Notwithstanding anything to the contrary in the foregoing, the releases set forth in this section 10.5(a) shall not be construed as releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring/Liquidation Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

(b) Releases by the Debtors of Imperium/Founders in Connection with D&O Insurance Settlement.

- i. Except to the extent these releases were procured by fraud, notwithstanding anything contained in the Plan to the contrary, upon

consummation of the D&O Insurance Settlement in accordance with the terms of this Plan (including, without limitation, payment of the Rhodium D&O Proceeds by the insurance carriers that issued the D&O Policies to the Debtors' Estates) and provided that Imperium and the Founders have not breached their obligations under the Plan Support Agreement, Imperium and the Founders shall be conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, their Estates, and the Wind Down Debtor 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 Wind Down Debtor, 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, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date.

- ii. Notwithstanding anything to the contrary in the foregoing the releases set forth in this section 10.5(b) shall not be construed as releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring/Liquidation Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.
- iii. In the event the D&O Insurance Settlement is not consummated as set forth in this Plan, or Imperium and/or the Founders breach their obligations under the Plan Support Agreement (including, without limitation, their obligations to vote to accept the Plan and to grant the releases set forth in section 10.5(c) of the Plan in favor of the Released Parties), the releases provided in this section 10.5(b) shall not be granted by the Debtors, their Estates, and the Wind Down Debtor.

(c) Releases by Holders of Claims and Interests.

- i. Notwithstanding anything contained in the 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 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 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, any Covered Claim.

- ii. Notwithstanding anything to the contrary in the foregoing, the releases set forth in this section 10.5(c) do not release (1) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any Causes of Action included as a Retained Cause of Action; or (3) 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 as determined by a Final Order.
- iii. In accordance with the Plan Support Agreement, Imperium and the Founders shall elect to grant, and shall not opt out of, the releases set forth in this section 10.5(c). Notwithstanding that fact, and for the avoidance of doubt, Imperium and the Founders are carved out of the definition of Released Parties in section 1.96 of the Plan and thus are not subject to receiving the benefits of the releases set forth in this section 10.5(c).

10.6. *Exculpation.*

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action or Claim, whether direct or derivative, related to any act or omission in connection with, relating to, or arising out of, in whole or in part, any Covered Claim, 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 under the Plan and the Confirmation Order.

The Exculpated Parties have, and upon Confirmation of the 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 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 Plan or such distributions made pursuant to the Plan.

10.7. *Gatekeeper Injunction.*

No party may commence, continue, amend, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, amending, or pursuing, a Claim or Cause of Action of any kind against any of the Exculpated Parties that arose or arises from or is related to any applicable Covered Claim without first (1) requesting a determination from the Bankruptcy Court, after notice and a hearing, that such Claim or Cause of Action represents a colorable claim against an Exculpated Party and is not a Claim that was exculpated under the Plan, which request must attach the complaint or petition proposed to be filed by the requesting party, and (2) obtaining from the Bankruptcy Court, in the form of a Final Order, specific authorization for such party to bring such Claim or Cause of Action against an Exculpated Party. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible, will have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

10.8. *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 Wind Down Debtor 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 Retained 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 Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than Causes of Action released by the Debtors pursuant to the releases and exculpations contained in this Plan, including in Article X of the Plan, which shall be deemed released and waived by the Debtors as of the Effective Date. The Wind Down Debtor 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 and the Wind Down Debtor expressly reserve all rights to prosecute any and all Causes of Action against any Entity not released pursuant to the Plan.**

10.9. *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 Plan, including any change of control that shall occur as a result of such consummation; or (d) the liquidation of the Debtors.

10.10. *Solicitation of Plan.*

As of the Confirmation Date, the Plan Proponents shall be deemed to have solicited acceptances of the 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.

10.11. *Corporate and Limited Liability Company Action.*

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) the selection of management of the Wind Down Debtor in accordance with the term of the Plan Support Agreement, and (ii) all other actions contemplated by the 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 Plan involving the corporate or limited liability company structure of the Debtors and any corporate or limited liability company action required by the Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the equity holders, directors, managers, or officers of the Debtors. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors (or representatives of the Wind Down Debtor), shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Debtors and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this 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;
- (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 Plan and Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the 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 Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the 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 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 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 Plan, including, without limitation, the releases, discharge, exculpations, and injunctions issued thereunder;

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

(p) to resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the 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 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 Wind Down Debtor 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 the Wind Down Debtor) shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's 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 Plan.*

On the Effective Date, the 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 Wind Down Debtor shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code 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 Plan, including, without limitation, any deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the 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 Plan, 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 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 Plan may be amended, modified, or supplemented by the Plan Proponents 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. 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 Plan, the Plan Proponents may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of the Plan, and any Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented.

(b) *Other Amendments.* Prior to the Effective Date, the Plan Proponents may make appropriate technical adjustments and modifications to the Plan and the documents contained in the Plan Supplement without further order or approval of the Bankruptcy Court.

12.6. *Effectuating Documents and Further Transactions.*

The administrator of the Wind Down Debtor is authorized, in accordance with his or her authority under the resolutions of the 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 Plan.

12.7. *Revocation or Withdrawal of the Plan.*

The Plan Proponents reserve the right to revoke or withdraw the Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the 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 Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the 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 Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (iii) nothing contained in the 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 Plan Provisions.*

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Plan Proponents, shall have the power 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 Plan Proponents. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the 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 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 Plan and may not be deleted or modified without the consent of the Plan Proponents (or the Wind Down Debtor), 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 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 Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

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

In the event that any payment or act under the 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 Plan, including Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the 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, all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the 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 Plan regardless of whether any Holder of a Claim, Interest, or debt has voted on the 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 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 Plan and the Confirmation Order.

12.14. *Successors and Assigns.*

The rights, benefits, and obligations of any Person named or referred to in the 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 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 Plan.

12.16. *Exhibits to Plan.*

All exhibits, schedules, supplements, and appendices to the Plan (including the Plan Supplement) are incorporated into and are a part of the 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 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 10.5 of the Plan.

12.18. *Special Committee.*

On the Effective Date, the Independent Directors shall resign as directors of Rhodium Enterprises and the Special Committee shall dissolve; provided that following the Effective Date, the Special Committee shall continue in existence solely for the purposes of filing and prosecuting applications for allowance of Professional Fee Claims. Nothing in this section 12.18 shall detract from or otherwise affect the releases and exculpations provided to the Independent Directors and, where applicable, their Related Parties, under this Plan.

12.19. *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:

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 Special Committee:

Barnes & Thornburg LLP
Attn: Vincent P. (Trace) Schmeltz III
One N. Wacker Drive, Suite 4400
Chicago, Illinois 60606
Telephone: 312-214-5602
Facsimile: 312-759-5646
Email: tschmeltz@btlaw.com

- (c) if to the SAFE AHG:

Akin Gump Strauss Hauer & Feld LLP
Attn: Sarah Link Schultz
Elizabeth D. Scott
2300 N. Field Street, Suite 1800
Dallas, TX 75201-2481
Email: sschultz@akingump.com
Email: edscott@akingump.com

-and-

Mitchell P. Hurley (admitted *pro hac vice*)
One Bryant Park
New York, NY 10036-6745
Email: mhurley@akingump.com

- (d) if to the Counsel to the Official Committee of Unsecured Creditors:

McDermott Will & Schulte LLP
Attn: Charles R. Gibbs
2801 North Harwood Street, Suite 2600
Dallas, Texas 75201-1664
Email: crgibbs@mwe.com

- (e) 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 Wind Down Debtor has authority to send a notice to Entities providing that, to continue to receive documents pursuant to Bankruptcy Rule 2002, they must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Wind Down Debtor is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

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| Dated: ~~October 19~~November 30, 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.

| Dated: ~~October 19~~November 30, 2025

/s/ Mitchell Hurley

Mitchell Hurley

*Authorized Agent for the Ad Hoc Group of
SAFE Parties*