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

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

AMENDED DECLARATION OF MARK CHRISTOPHER WHEELER

I, Mark Christopher Wheeler, declare as follows under penalty of perjury, pursuant to 28 U.S.C. § 1746:

1. I am a certified public accountant licensed in the States of New York and California, and the District of Columbia. I am employed as a Managing Director at Riveron Consulting, LLC ("Riveron"), a business advisory firm retained on behalf of Debtors in the above-referenced matter. I obtained a Masters Degree in Taxation, a Bachelor of Science Degree in Accounting, and a Global Business Certificate, all from Brigham Young University.

2. Riveron was engaged by Quinn Emanuel Urquhart & Sullivan, LLP on behalf of Debtors, to advise on tax matters as they relate to Debtors and the Estate, including assisting with an analysis of the tax allocation associated with the Purchase and Sale Agreement[2] between 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] *See* Docket No. 1029 (the "PSA").

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Debtors and Whinstone US, Inc. ("Whinstone") and other tax matters associated with the settlement of claims and disposition of the Debtors' assets.

3. I make this declaration on personal knowledge. If allowed to testify at any hearing before this Court regarding the Debtors' Motion to Enforce the Purchase and Sale Agreement (the "PSA"), I would testify as follows to the facts stated herein.

4. As part of my retention, I reviewed the PSA, the Debtors' books and records, the Debtors' tax history and attributes, and the Debtors' corporate structure and organization.

5. Section 2.2.1 of the PSA provides for a total purchase price ("Purchase Price") for the Property[3], the termination of contracts, the return of a security deposit posted by the Debtors, and the settlement of the Whinstone Litigation of $185,000,000. The PSA defines Property as all tangible and certain intangible property of Sellers located at 2721 Charles Martin Hall Road, Rockdale, Texas 76567-3088, together with the data center located thereon (the "Facility").

6. In addition, Riveron performed an independent valuation of the tangible assets at the Facility that were transferred to Whinstone pursuant to the PSA as of the Closing (the "Riveron Valuation"). The Riveron Valuation resulted in a tangible asset value of approximately $43,580,470.00.

7. The PSA contains the following provision about the allocation of funds at Section 2.3:

> a. For tax purposes, not later than sixty (60) days after the Closing Date (as defined below), Sellers shall prepare and deliver to Purchaser a copy of IRS Form 8594 and any required exhibits thereto, or an equivalent certificate allocating the Purchase Price among the Property (an "**Allocation Statement**") in accordance with the principles of Section 1060 of the Code. Purchaser shall inform Sellers in writing within fifteen (15) calendar days after the receipt of such Allocation Statement of any objection Purchaser has to the relevant Allocation Statement. If Purchaser does not object in writing during such fifteen (15) day period, the Allocation Statements shall be final and binding on all parties.

[3] Capitalized terms not otherwise defined herein or in the Motion shall have the meanings ascribed in the PSA.

> To the extent that any such objection is received, the Purchaser and Sellers shall attempt in good faith to resolve any dispute. If Purchaser and the relevant Seller or Sellers are unable to reach such agreement within fifteen (15) calendar days after receipt by Sellers of such notice (or such longer period as may be mutually agreed), the disputed items shall be resolved by the Bankruptcy Court and any determination made thereby shall be final. Any costs related to that determination shall be borne equally by the Purchaser and the relevant Seller. The relevant Seller and Purchaser agree to revise the Allocation Statement as necessary in accordance with the procedure set forth in this Section 2.3(a) to reflect any adjustments to the Purchase Price that are attributable to the Property. The allocation as determined by such Allocation Statement, if applicable and to the extent relevant as revised by agreement of the Purchaser and the Sellers, shall be binding on the Purchaser and the Sellers. The Purchaser and the Sellers each agree to act in accordance with the Allocation Statement, as adjusted and finally as determined in accordance with this section, in any income tax return, including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of any comparable law, and shall take no reporting position inconsistent with such Allocation Statement on any tax return or in the course of any tax audit, tax review or tax litigation relating thereto or otherwise, unless otherwise required by a change in law after the date hereof, or a final "determination," as defined in Section 1313 of the Code or similar final resolution under applicable state, local or other tax law. Purchaser and Sellers shall reasonably cooperate in the preparation of such tax returns and file such forms as required by applicable law. For the avoidance of doubt, nothing contained herein shall be deemed an allocation of asset value for purposes of distribution to any Seller's stakeholders.

8. I participated in negotiations with Whinstone pursuant to section 2.3 of the PSA over the course of several months. The Debtors initiated the preparation of the Allocation Statement in advance of receiving the Riveron Valuation by attributing $46.99 million to the tangible assets, which was based on the net book value of such assets at the time of sale. The Debtors ascribed $56.89 million to intangible assets, principally certain power contracts. Whinstone responded that their valuation of the tangible assets was approximately $7.2 million and that they believed there should be zero value assigned to intangible assets, including any potential IP associated with the license agreement. Whinstone instead ascribed all remaining value to contract termination payments.

9. Whinstone and the Debtors along with myself participated in calls to discuss the appropriate tax allocation under the PSA on July 21, July 23, August 28, September 5, and September 11, 2025. Despite posting a $7.2 million valuation for the tangible assets, Whinstone

refused to provide an asset list of the tangible assets it valued or its valuation of the Property or any subset thereof. Riveron then conducted its own valuation of the tangible assets using the Debtors asset list and provided that valuation to Whinstone on September 5, 2025. A true and correct copy of that valuation is attached as Exhibit "A" hereto. In conferences in which I participated, Whinstone indicated that Rhodium included physical assets that Whinstone had been carrying on its books for years. Whinstone refused to participate further in any discussion to meet the requirements of section 2.3 of the PSA the parties could not agree on which assets in the Facility had been transferred to Whinstone as part of the PSA. The parties were at an impasse on tangible asset valuation.

10. With respect to the value of the intangible assets included on the initial draft of the Allocation Statement, Whinstone and its tax advisor were of the view that as the power contracts were being acquired by the other party to those agreements that the payment related to those assets should not be viewed as a payment for the acquisition of an asset that would be added to Whinstone's accounting books, but that the payment should instead be treated as a payment for termination of the existing contracts between the Debtors and Whinstone. After discussions with Whinstone and its tax advisor, I reviewed the law cited by Whinstone's tax advisor and agreed that their conclusion was more appropriate in this instance. Whinstone's tax advisor agreed that if the contracts were being acquired by an unrelated party then it would have been appropriate to reflect the value of such contracts on the Allocation Statement. As a result of these discussions, the Debtors and Whinstone agreed that the only item to be reported on Form 8594, Asset Acquisition Statement Under Section 1060, was the tangible assets. However, as noted above, the parties were at an impasse on tangible asset valuation.

11. The PSA obligated the Debtors and Whinstone to come to agreement on the allocation of Purchase Price among the Property, and if not, to ask for the Court's ruling on the matter. As explained in the Motion, the sale of property such as through the PSA generally triggers the requirement that the parties agree on the value of any physical property transferred. The PSA defines Property as all tangible and certain intangible property of Sellers located at the Facility. The Debtors and Whinstone were not able to agree on the specific allocation of the Purchase Price to any particular class of assets. Further, the Debtors and Whinstone could not agree which property had been transferred since Whinstone refused to specify which tangible property had been transferred from the Debtors under the PSA because Whinstone already carried on its books certain assets at the Facility that were originally purchased by Rhodium.

12. Ultimately, Whinstone agreed that it would not oppose the Debtors' proposed Purchase Price allocation but that Whinstone was not able to sign an Allocation Statement because it would vary from its publicly filed statements and for other reasons it would not disclose.

13. I developed the Debtors' proposed Purchase Price allocation based on (1) the valuation of the Property transferred to Whinstone; (2) historical books and records of the Debtors including historical book asset values and the Debtors' tax attributes and tax histories; (3) compliance with the Internal Revenue Code, Treasury Regulations, and other applicable laws.

14. Based on my review of relevant materials to ensure an allocation is determined in compliance with the Internal Revenue Code, Treasury Regulations, and other applicable laws, regulations, and guidance, I recommend that the Debtors adopt an allocation of the Purchase Price as follows:

a. $6,120,000 of the Purchase Price shall be treated as the return of the Power Security Deposit.

b. $43,580,470.00 of the Purchase Price shall be allocated to the tangible property.

c. The remainder of the Purchase Price shall be allocated to the payment for termination of the power contracts and the settlement of the Whinstone Litigation.

Pursuant to 28 U.S.C. § 1746, I verify under penalty of perjury that the statements in this declaration are true and correct and based upon my personal knowledge.

Dated this 11th day of December, 2025.

/s/ Mark Christopher Wheeler
Mark Christopher Wheeler