

Fill in this information to identify the case:

Debtor Rhodium 2.0 LLC

United States Bankruptcy Court for the: Southern District of Texas
(State)

Case number 24-90451

Official Form 410

Proof of Claim

04/22

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Elysium Mining, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Elysium Mining, LLC</u> <u>17915 Goodyear</u> <u>Carson, CA 90746, United States</u>	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>2055425041</u> Contact email <u>camaratwinrc@aol.com</u>	Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>1,217,282.55</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Secured Promissory Note</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>Exhibit A of the Rhodium 2.0 Security Agreement</u> Basis for perfection: <u>Texas UCC-1 filing included</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: <u>\$1,217,282.55</u> Amount of the claim that is unsecured: \$ <u>0</u> (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) <u>2.2</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

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

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

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

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 10/21/2024
MM / DD / YYYY

/s/Richard Camara
Signature

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

Name Richard Camara
First name Middle name Last name

Title Secretary

Company Elysium Mining, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1541 | International 001-310-823-9000

Debtor: 24-90451 - Rhodium 2.0 LLC		
District: Southern District of Texas, Houston Division		
Creditor: Elysium Mining, LLC 17915 Goodyear Carson, CA, 90746 United States Phone: 2055425041 Phone 2: Fax: Email: camaratwinrc@aol.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Secured Promissory Note	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 1,217,282.55	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 1,217,282.55 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: Exhibit A of the Rhodium 2.0 Security Agreement Value of Property: Annual Interest Rate: 2.2%, Fixed Arrearage Amount: Basis for Perfection: Texas UCC-1 filing included Amount Unsecured: 0	
Submitted By: Richard Camara on 21-Oct-2024 3:04:32 p.m. Eastern Time Title: Secretary Company: Elysium Mining, LLC		

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Stephen Michael Lindsey 7136233025
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Stephen Michael Lindsey
9935 Hufsmith Kuykendahl Road
Tomball, TX 77375
USA
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

FILING NUMBER: 24-0042558757
FILING DATE: 07/20/2024 10:00 AM
DOCUMENT NUMBER: 1383706200002
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only <u>one</u> Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here <input type="checkbox"/> and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)				
OR	1a. ORGANIZATION'S NAME			
	Rhodium 2.0 LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
4146 W. US Highway 79		Rockdale	TX	76567
				COUNTRY
				USA
2. DEBTOR'S NAME - Provide only <u>one</u> Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here <input type="checkbox"/> and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)				
OR	2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only <u>one</u> Secured Party name (3a or 3b)				
OR	3a. ORGANIZATION'S NAME			
	Private Investor Club Feeder Fund 2020-H, LLC, a Delaware limited liability company			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
1111 Isobel Reserve Lane		Tampa	FL	33613
				COUNTRY
				USA
4. COLLATERAL: This financing statement covers the following collateral: ALL OF DEBTOR'S NOW EXISTING OR HEREAFTER ACQUIRED PROPERTY DESCRIBED BELOW, AND ALL PROCEEDS THEREOF. This page and any following pages include and merge any text received for the collateral description with any attachments. "Debtor" shall mean Rhodium 2.0 LLC The Collateral shall consist of: (A) "Inventory" which means and includes all of Debtor's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in Debtor's business or used in the selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them; (B) "Equipment" which means and includes all of Debtor's now owned or hereafter				
5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box:				
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing				
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor				
8. OPTIONAL FILER REFERENCE DATA:				

UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS					
9: NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here <input type="checkbox"/>					
OR	9a. ORGANIZATION'S NAME Rhodium 2.0 LLC		THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY		
	9b. INDIVIDUAL'S SURNAME				
	FIRST PERSONAL NAME				
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX			
10. DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c					
OR	10a. ORGANIZATION'S NAME				
	10b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX	
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11. <input checked="" type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)					
OR	11a. ORGANIZATION'S NAME Elysium Mining, LLC, a Montana limited liability company				
	11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS 206 Wildwood Dr.		CITY Trussville	STATE AL	POSTAL CODE 35173	COUNTRY USA
12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)					
acquired equipment, machinery, and goods (excluding Inventory), whether or not constituting fixtures, including, without limitation: all office equipment, tools, dies, parts, data processing equipment, furniture and trade fixtures, and vehicles, and all replacements and substitutions therefore and all accessions thereto;					
(C) "General Intangibles" which means and includes all of Debtor's now owned or hereafter acquired general intangibles as said term is defined in the Uniform Commercial Code, including, without limitation, trademarks, tradenames, tradestyles, trade secrets, equipment formulation, manufacturing procedures,					
13. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)			14. This FINANCING STATEMENT <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing		
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):			16. Description of real estate:		
17. MISCELLANEOUS:					

UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS				
9: NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here <input type="checkbox"/>				
OR	9a. ORGANIZATION'S NAME Rhodium 2.0 LLC			
	9b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME			
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
			THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY	
11. <input checked="" type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME - Provide only <u>one</u> name (11a or 11b)				
OR	11a. ORGANIZATION'S NAME Private Investor Club Feeder Fund 2020-G, LLC, a Delaware limited liability company			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS 1111 Isobel Reserve Lane		CITY Tampa	STATE FL	POSTAL CODE 33613
				COUNTRY USA

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9: NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

OR	9a. ORGANIZATION'S NAME Rhodium 2.0 LLC
	9b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

4. This FINANCING STATEMENT covers the following collateral:

quality control procedures, product specifications, patents, patent applications, copyrights, registrations, contract rights, choses in action, causes of action, corporate or other business records, inventions, designs, goodwill, claims under guarantees, licenses, franchises, tax refunds, tax refund claims, computer program flow diagrams, source codes, object codes and all other intangible property of every kind and nature;

(D) "Receivables" which means and includes all of Debtor's now owned or hereafter acquired accounts and contract rights, instruments, insurance proceeds, documents, chattel paper, letters of credit and Debtor's rights to receive payment hereunder, any and all rights to the payment or receipt of money or other forms of consideration of any kind at any time now or hereafter owing or to be owing to Debtor, all proceeds thereof and all files in which Debtor has any interest whatsoever containing information identifying or pertaining to any of Debtor's Receivables, together with all of Debtor's rights to any merchandise which is represented thereby, and all Debtor's right, title, security and guaranties with respect to each Receivable, including, without limitation, all rights of stoppage in transit, replevin and reclamation and all rights as an unpaid vendor;

(E) All books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software (owned by Debtor or in which it has an interest) which at any time evidence or contain information related to (A), (B), (C) and (D) above or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(F) All of Debtor's right, title and interest in and to all goods and other property, whether or not delivered;

(G) Documents of title, policies and certificates of insurance, securities, chattel paper, instruments and other documents or instruments evidencing or pertaining to (A), (B), (C), (D), (E) and (F) above or otherwise;

(H) (i) all cash held as cash collateral to the extent not otherwise constituting collateral, all other cash or property at any time on deposit with or held by secured party for the account of Debtor (whether for safekeeping, custody, pledge, transmission or otherwise), (ii) all present or future deposit accounts (whether time or demand or interest or non-interest bearing) of Debtor with secured party or any other person including those to which any such cash may at any time and from time to time be credited, (iii) all investments and reinvestment (however evidenced) of amounts from time to time credited to such accounts, and (iv) all interest, dividends, distributions and other proceeds payable on or with respect to (x) such investment and reinvestments and (y) such accounts; and

(I) All products and proceeds of (A), (B), (C), (D), (E), (F), (G) and (H) above (including, but not limited to, all claims to items referred to in (A), (B), (C), (D), (E), (F), (G) and (H) above) and all claims of Debtor against third parties for (i) loss of, damage to, or destruction of, (ii) payments due or to become due under leases, rentals and hires of any or all of (A), (B), (C), (D), (E), (F), (G) and (H) above and (iii) proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form.

FILING OFFICE COPY

RHODIUM 2.0 LLC JOINDER AGREEMENT

This Joinder Agreement (this “**Joinder Agreement**”) to that certain Operating Agreement for Rhodium 2.0 LLC, a Delaware limited liability company (the “**Company**”) dated and effective as of December 22, 2020, by and among Rhodium JV LLC, a Delaware limited liability company (as the “**Member**”) and Rhodium JV LLC, a Delaware limited liability company (as the “**Manager**”) (the “**Operating Agreement**”) is made and entered into as of 01 / 25 / 2021 (the “**Effective Date**”) by and between the Company and Elysium Mining, LLC, a Montana limited liability company (the “**Holder**” and “**Elysium**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Operating Agreement.

RECITALS

WHEREAS, Holder has acquired from the Company 5,205,000 Class B Non-Voting Units in the Company (the “**Units**”) pursuant to the Subscription Agreement, attached hereto as Exhibit “A”, dated 01 / 25 / 2021 by and among Elysium and the Company (the “**Subscription Agreement**”); and

WHEREAS, pursuant to the terms of the Subscription Agreement, Elysium’s 5,205,000 Class B Non-Voting Units represent a 1.3494444444444430% Percentage Interest in the Company; and

WHEREAS, pursuant to the terms of the Subscription Agreement and the Operating Agreement, Holder is required, as a holder of such Units, to become a party to the Operating Agreement, and Holder agrees to do so in accordance with the terms hereof and the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holder hereby agrees as follows:

1. Joinder to LLC Agreement. Holder hereby agrees that, upon execution of this Joinder, Elysium shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Operating Agreement as though an original party thereto and shall be deemed a Class B Non-Voting Unit Member for all purposes thereof.
2. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
3. Counterparts. This Joinder Agreement may be executed in one or more counterparts, including electronically signed counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument.

4. Notices. All notices, demands or other communications as set forth in the Operating Agreement, shall be directed to Holder at:

Richard Camara

3115 S 15th Pl

Milwaukee, WI 53215

Email: richardcamara@me.com

5. Descriptive Headings. The headings used in this Joinder are for administrative convenience only and do not constitute substantive manner to be considered in construing this Joinder.

The parties have executed this Joinder Agreement as of the date set forth above.

The Company:

RHODIUM 2.0 LLC

A Delaware limited liability company

By: Rhodium JV LLC

Its: Manager

Cameron Blackmon

By: Cameron Blackmon

Its: Authorized Representative

The Holder:

ELYSIUM MINING, LLC

a Montana limited liability company

Richard Camara

By: Richard Camara

Its: Secretary

PRINCIPAL AMOUNT: \$1,214,500.00

LOAN DATE: 01 / 25 / 2021, 2021

MATURITY DATE: JULY 30, 2024

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, RHODIUM 2.0 LLC, a Delaware limited liability company (hereinafter, the “**Borrower**”), promises to pay to the order of ELYSIUM MINING, LLC, a Montana limited liability company (hereinafter, the “**Creditor**”) the principal sum of ONE MILLION TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND 00/100S DOLLARS (\$1,214,500.00) (the “**Principal Amount**”), which Principal Amount and Accrued Interest (as hereinafter defined) shall be due and payable upon the terms and conditions set forth in this Secured Promissory Note (hereinafter, this “**Note**”).

The amounts owing hereunder are secured as set forth in that certain Security Agreement of even date herewith (the “**Security Agreement**”) executed by Borrower in favor of Creditor.

So long as the Principal Amount remains outstanding, simple interest in the amount of **0.20%** shall accrue on the outstanding balance of the Principal Amount (hereinafter, “**Accrued Interest**”). Accrued interest shall be paid annually on the anniversary of the Loan Date appearing above. A final balloon payment of the total outstanding Principal Amount and all Accrued Interest shall be due and payable on **July 30, 2024** (hereinafter, the “**Maturity Date**”).

The Borrower shall have the right to prepay this Note, in whole or in part, at any time prior to the Maturity Date without penalty or premium; provided, however, that any prepayment shall be first applied Accrued Interest, and then to the Principal Amount.

An “**Event of Default**” hereunder shall mean the occurrence of any of the following events: (a) the failure of Borrower to pay the outstanding balance of the Principal Amount and all Accrued Interest in full by the Maturity Date; (b) the failure of Borrower to keep, perform or observe any covenant, condition or agreement contained or expressed herein or in any other written agreement between Borrower and Creditor, including, but not limited to, the Security Agreement; (c) Borrower becoming insolvent; (d) Borrower making a general assignment for the benefit of creditors; (e) Borrower initiating or defending any case, proceeding or other action which seeks to have an order for relief entered, adjudicating Borrower as bankrupt or insolvent, or which seeks a reorganization or relief from creditors of Borrower, or which seeks the appointment of a receiver, trustee, custodian or other similar official for Borrower or for at least a substantial part of such Borrower’s property; and/or (f) Borrower dissolving or liquidating.

Upon the occurrence of an Event of Default hereunder that remains uncured for thirty (30) days following written notice thereof: (a) the outstanding balance of the Principal Amount and all Accrued Interest shall be immediately due and payable; (b) the outstanding balance of the Principal Amount shall bear interest at a combined rate of Accrued Interest plus 2% per annum, compounded daily on a basis of 360 days per year, for a total of 2.20% per annum (the “**Default Rate**”); and (c) the Creditor may exercise any and all rights or remedies that the Creditor has under this Note and/or the Security Agreement, along with any and all other or additional rights or remedies to which the Creditor may be entitled at law or in equity.

No modification or waiver of any of the terms of this Note shall be allowed unless by written agreement signed by Borrower and Creditor. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

Any notices required under this Note shall be in writing and delivered to the recipients and addresses specified below, or such other addresses as Borrower or Creditor may specify from time to time in writing.

IF TO BORROWER:

RHODIUM 2.0 LLC
4412 Summercrest Court
Fort Worth, TX 76109

With a copy via same means to:

FORNARO LAW
1022 S. La Grange Rd.
La Grange, IL 60525
Attn: Charles Topping
Heather Cavanaugh
charles@fornarolaw.com
heather@fornarolaw.com

IF TO CREDITOR:

Richard Camara
3115 S 15th Pl
Milwaukee, WI 53215
richardcamara@me.com

With a copy via same means to:

Cole Sheridan
Law Offices of Cole Sheridan
1990 South Bundy Dr., Suite 630
Los Angeles, CA 90025

All questions concerning the construction, validity and interpretation of this Note shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each party hereto irrevocably submits to the exclusive jurisdiction of the state courts of the State of Texas located in the City of Fort Worth, Texas, for the purposes of any suit, action or other proceeding arising out of this Note or the transactions contemplated hereby. Each party irrevocably and unconditionally waives any objection to the laying of venue of any

action, suit or proceeding arising out of this Note or the transactions contemplated hereby in the state courts of the State of Texas, located in the City of Fort Worth, Texas, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

EACH PARTY HERETO UNCONDITIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

Neither party may assign, sell or otherwise transfer this Note or Borrower's rights under this Note without prior written consent of the other party, which consent shall not be unreasonably withheld.

The terms and conditions of this Note shall inure to the benefit of and shall be binding upon the heirs, administrators, executors, successors, and/or assigns of the Borrower and Creditor.

In the event that any provision, clause, sentence, section or other part of this Note is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, Borrower and Creditor intend that the balance of this Note shall nevertheless remain in full force and effect so long as the purpose of this Note is not affected in any manner adverse to either party.


This Note may be executed in one or more counterparts, each of which, when executed and delivered in accordance with the terms of this provision, shall be an original, and all of which, when executed and delivered, shall constitute one and the same instrument. This Note and any amendments thereto may be executed and delivered using Electronic Delivery (hereinafter defined). A party's signature and execution of this Note and any amendments hereto received through facsimile transmission or other electronic means (including files in Adobe .pdf or similar format sent via e-mail, and/or use of electronic signature services such as DocuSign, Adobe Sign, HelloSign, or similar electronic signature services (hereinafter, "**E-Signature**")) shall bind a party to the terms of this Note, and shall be considered for all purposes as if such party's signature is/was placed and delivered via E-Signature were an original. This Note, and any amendments thereto, to the extent delivered by electronic mail or E-Signature (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects as an original signed and executed version delivered in person. At the request of a party, the party upon which the request is made shall re-execute a "wet-ink" original of this Note, and any amendments thereto, and deliver the same to requesting party. No party shall not raise the use of Electronic Delivery to deliver a signature or the fact that any signature or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to validate of the this Note or terms hereof, and all of the parties hereby forever waives any such defense.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE(S) FOLLOWS]

[SIGNATURE PAGE TO SECURED PROMISSORY NOTE FROM RHODIUM 2.0 LLC]

BORROWER: **RHODIUM 2.0 LLC,**
 A Delaware limited liability company


By: Rhodium JV LLC,
Its: Manager



By: Cameron Blackmon
Its: Authorized Representative

DATE: 02 / 05 / 2021, 2021

CREDITOR: **ELYSIUM MINING, LLC**
 a Montana limited liability company



By: Richard Camara
Its: Secretary

DATE: 01 / 25 / 2021

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “**Security Agreement**”) is made and entered into on 01 / 25 / 2021 2021, by RHODIUM 2.0 LLC, a Delaware limited liability company (hereinafter, the “**Grantor**” or “**Borrower**”), in favor of ELYSIUM MINING, LLC, a Montana limited liability company (hereinafter, the “**Creditor**”), in consideration of Creditor extending credit to the Grantor pursuant to and subject to the terms and conditions set forth in that certain Secured Promissory Note of even date herewith in the original principal amount of ONE MILLION TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND 00/100S DOLLARS (\$1,214,500.00) executed by the Borrower and delivered to the Creditor, together with any modifications, extensions, renewals, additions, substitutions, or replacements thereof (collectively, the “**Note**”). In consideration therefor, the Grantor grants the Creditor as security for the indebtedness evidenced by the Note and any other obligations of the Grantor to the Creditor thereunder (collectively, the “**Indebtedness**”) a security interest in and a lien upon all property of Grantor’s property described in **Exhibit A** attached hereto, whether now existing or owned or hereafter arising or acquired (collectively, the “**Collateral**”). All capitalized terms not defined in this Security Agreement shall have their respective meanings ascribed to them in the Note.

Grantor represents and warrants to the Creditor that it is the owner of each of the items comprising the Collateral, and that the security interests granted therein to the Creditor constitute valid and enforceable liens thereupon. Except for those certain liens on Collateral specified in **Exhibit B** attached hereto (but excluding the lien created by this Security Agreement, which is also listed on **Exhibit B** attached hereto) (collectively, and exclusive of the lien created by this Security Agreement, the “**Existing Liens**”), no other or additional security interests in the Collateral or any portion thereof exist, nor shall any security interests in the Collateral be sold, assigned, or granted for so long as any Indebtedness is owed. The lien created by this Security Agreement is *pari passu* with, and not subordinate or senior to, the Existing Liens. The Creditor has a *pro rata* interest in the Collateral in an amount determined by dividing the Indebtedness by the sum of the Indebtedness and the total amount of the Company’s indebtedness secured by the Existing Liens. The Grantor shall, at its sole cost and expense, perform all steps requested by the Creditor to create, perfect or maintain the security interest herein granted, including the filing of a UCC-1 Financing Statement covering the lien created by this Agreement and all Existing Liens, evidencing such liens’ *pari passu* and *pro rata* nature, and the execution and filing of any other financing statements or documents.

If an “**Event of Default**” (as defined in the Note) shall occur or be continuing for a period of thirty (30) days after Creditor’s provision of written notice to Grantor, the Creditor shall have, in addition to any other rights and remedies provided for herein or under the Note, the rights and remedies of a secured party under the State of Delaware Uniform Commercial Code, and any other rights or remedies afforded to Creditor at law or in equity.

This Security Agreement cannot be changed, modified or terminated except in writing signed by the parties hereto.

Any notices pursuant to this Security Agreement shall be in writing and delivered to the recipients and addresses specified below, or such other addresses as Grantor or Creditor may specify from time to time in writing.

IF TO GRANTOR:

RHODIUM 2.0 LLC
4412 Summercrest Ct.
Fort Worth, TX 76109

With a copy via same means to:

FORNARO LAW
1022 S. La Grange Rd.
La Grange, IL 60525
Attn: Charles Topping
Heather Cavanaugh
charles@fornarolaw.com
heather@fornarolaw.com

IF TO CREDITOR:

Richard Camara
3115 S 15th Pl
Milwaukee, WI 53215
richardcamara@me.com

With a copy via same means to:

Cole Sheridan
Law Offices of Cole Sheridan
1990 South Bundy Dr., Suite 630
Los Angeles, CA 90025

The terms and conditions of this Security Agreement shall inure to the benefit of and shall be binding and severally upon the successors, assigns of the Grantor and Creditor.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SECURITY AGREEMENT FROM RHODIUM 2.0 LLC]

IN WITNESS WHEREOF, the Grantor and Creditor, with intent to be bound by the terms of this Security Agreement, have executed this Security Agreement as of the day and year first written above.

GRANTOR: **RHODIUM 2.0 LLC,**
 A Delaware limited liability company


By: Rhodium JV LLC,
Its: Manager



By: Cameron Blackmon,
Its: Authorized Signatory

DATE: 02 / 05 / 2021, 2021

CREDITOR: **ELYSIUM MINING, LLC**
 a Montana limited liability company



By: Richard Camara
Its: Secretary

DATE: 01 / 25 / 2021

EXHIBIT A
COLLATERAL

The Collateral shall consist of:

(A) **“Inventory”** which means and includes all of Grantor’s now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in Grantor’s business or used in selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them;

(B) **“Equipment”** which means and includes all of Grantor’s now owned or hereafter acquired equipment, machinery, and goods (excluding Inventory), whether or not constituting fixtures, including, without limitation: all office equipment, tools, dies, parts, data processing equipment, furniture and trade fixtures, and vehicles, and all replacements and substitutions therefore and all accessions thereto;

(C) **“General Intangibles”** which means and includes all of Grantor’s now owned or hereafter acquired general intangibles as said term is defined in the Uniform Commercial Code including, without limitation, trademarks, tradenames, tradestyles, trade secrets, equipment formulation, manufacturing procedures, quality control procedures, product specifications, patents, patent applications, copyrights, registrations, contract rights, choses in action, causes of action, corporate or other business records, inventions, designs, goodwill, claims under guarantees, licenses, franchises, tax refunds, tax refund claims, computer program flow diagrams, source codes, object codes and all other intangible property of every kind and nature;

(D) **“Receivables”** which means and includes all of Grantor’s now owned or hereafter acquired accounts and contract rights, instruments, insurance proceeds, documents, chattel paper, letters of credit and Grantor’s rights to receive payment thereunder, any and all rights to the payment or receipt of money or other forms of consideration of any kind at any time now or hereafter owing or to be owing to Grantor, all proceeds thereof and all files in which Grantor has any interest whatsoever containing information identifying or pertaining to any of Grantor’s Receivables, together with all of Grantor’s rights to any merchandise which is represented thereby, and all Grantor’s right, title, security and guaranties with respect to each Receivable, including, without limitation, all rights of stoppage in transit, replevin and reclamation and all rights as an unpaid vendor;

(E) All books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software (owned by Grantor or in which it has an interest) which at any time evidence or contain information relating to (A), (B), (C) and (D) above or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(F) All of Grantor’s right, title and interest in and to all goods and other property, whether or not delivered;

(G) Documents of title, policies and certificates of insurance, securities, chattel paper, instruments and other documents or instruments evidencing or pertaining to (A), (B), (C), (D), (E) and (F) above or otherwise;

(H) Intentionally Omitted.

(I) (i) all cash held as cash collateral to the extent not otherwise constituting collateral, all other cash or property at any time on deposit with or held by Creditor for the account of Grantor (whether for safekeeping, custody, pledge, transmission or otherwise), (ii) all present or future deposit accounts (whether time or demand or interest or non-interest bearing) of Grantor with Creditor or any other person including those to which any such cash may at any time and from time to time be credited, (iii) all investments and reinvestment (however evidenced) of amounts from time to time credited to such accounts, and (iv) all interest, dividends, distributions and other proceeds payable on or with respect to (x) such investments and reinvestment and (y) such accounts; and

(J) All products and proceeds of (A), (B), (C), (D), (E), (F), (G), (H) and (I) above (including, but not limited to, all claims to items referred to in (A), (B), (C), (D), (E), (F), (G), (H) and (I) above) and all claims of Grantor against third parties for (i) loss of, damage to, or destruction of, (ii) payments due or to become due under leases, rentals and hires of any or all of (A), (B), (C), (D), (E), (F), (G), (H) and (I) above and (iii) proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form.

EXHIBIT B
EXISTING LIENS

- That certain loan in the amount of \$_____ (excluding interest, fines, penalties, attorney's costs and fees, and/or other amounts that may be assessed or due under pursuant to the note(s) or loan documents evidencing the loan, if any) made by _____ to the Grantor, and which loan is secured by Collateral.
- That certain loan in the amount of \$_____ (excluding interest, fines, penalties, attorney's costs and fees, and/or other amounts that may be assessed or due under pursuant to the note(s) or loan documents evidencing the loan, if any) made by _____ to the Grantor, and which loan is secured by Collateral.
- That certain loan in the amount of \$_____ (excluding interest, fines, penalties, attorney's costs and fees, and/or other amounts that may be assessed or due under pursuant to the note(s) or loan documents evidencing the loan, if any) made by _____ to the Grantor, and which loan is secured by Collateral.
- That certain loan in the amount of \$_____ (excluding interest, fines, penalties, attorney's costs and fees, and/or other amounts that may be assessed or due under pursuant to the note(s) or loan documents evidencing the loan, if any) made by _____ to the Grantor, and which loan is secured by Collateral.
- That certain loan in the amount of \$_____ (excluding interest, fines, penalties, attorney's costs and fees, and/or other amounts that may be assessed or due under pursuant to the note(s) or loan documents evidencing the loan, if any) made by _____, to the Grantor, and which loan is secured by Collateral.
- That certain loan in the amount of \$_____ (excluding interest, fines, penalties, attorney's costs and fees, and/or other amounts that may be assessed or due under pursuant to the note(s) or loan documents evidencing the loan, if any) made by _____, to the Grantor, and which loan is secured by Collateral.
- That certain loan in the amount of \$_____ (excluding interest, fines, penalties, attorney's costs and fees, and/or other amounts that may be assessed or due under pursuant to the note(s) or loan documents evidencing the loan, if any) made by _____, to the Grantor, and which loan is secured by Collateral.
- That certain loan in the amount of \$_____ (excluding interest, fines, penalties, attorney's costs and fees, and/or other amounts that may be assessed or due under pursuant to the note(s) or loan documents evidencing the loan, if any) made by _____, to the Grantor, and which loan is secured by Collateral.

TITLE	Rhodium 2.0 Inv Docs for Counter Signing - Elysium
FILE NAME	Rhodium 2.0 Joind...gmt - Elysium.pdf
DOCUMENT ID	3960e784610289a12d5320c9b11bb0bf705b79eb
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

02 / 05 / 2021

11:40:23 UTC-6

Sent for signature to Cameron Blackmon
(cameronblackmon@imperiumholdings.io) from
corporate@fornarolaw.com
IP: 24.14.135.2



VIEWED

02 / 05 / 2021

11:50:40 UTC-6

Viewed by Cameron Blackmon
(cameronblackmon@imperiumholdings.io)
IP: 107.194.108.213



SIGNED

02 / 05 / 2021

11:50:48 UTC-6

Signed by Cameron Blackmon
(cameronblackmon@imperiumholdings.io)
IP: 107.194.108.213



COMPLETED

02 / 05 / 2021

11:50:48 UTC-6

The document has been completed.

**\$1,215,500 claim due July 30th, 2024
Earned 2.2% interest, as stated as
default interest rate in Security
agreement, from July 31st through
August 23rd = 24 days**

**24 days / 360 days = 0.06666667 years
= \$1,782.55 in interest owed at end of
August 23rd, day before Bankruptcy
filing**

Total Claim of \$1,217,282.55