

**Fill in this information to identify the case:**

Debtor Rhodium Enterprises, Inc.

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

Case number 24-90454

## 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>gaurav PARIKH 2020 REVOCABLE TRUST</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>GAURAV PARIKH</u>	
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?	<b>Where should notices to the creditor be sent?</b> <u>gaurav PARIKH 2020 REVOCABLE TRUST</u> <u>Purvi Parikh</u> <u>32 Johnson Rd</u> <u>Winchester, MA 01890</u>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone <u>7135577858</u> Contact email <u>GPARIKH03@gmail.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**

<b>6. Do you have any number you use to identify the debtor?</b>	<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:   __ __ __ __
<b>7. How much is the claim?</b>	\$ <u>See summary page</u> . <b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	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>EQUITY OWNERSHIP FROM CONTRIBUTION MONEY INVESTED TO RHODIUM 2.0 LLC</u>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b>  <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 type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ 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.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<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 11/22/2024  
MM / DD / YYYY

/s/GAURAV PARIKH  
Signature

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

Name GAURAV PARIKH  
First name Middle name Last name

Title GAURAV PARIKH 2020 REVOCABLE TRUST

Company \_\_\_\_\_  
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

<b>Debtor:</b> 24-90454 - Rhodium Enterprises, Inc.		
<b>District:</b> Southern District of Texas, Houston Division		
<b>Creditor:</b> gaurav PARIKH 2020 REVOCABLE TRUST Purvi Parikh 32 Johnson Rd  Winchester, MA, 01890  <b>Phone:</b> 7135577858 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> GPARIKH03@gmail.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b> GAURAV PARIKH	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> EQUITY OWNERSHIP FROM CONTRIBUTION MONEY INVESTED TO RHODIUM 2.0 LLC	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> EQUITY OWNERSHIP 256,739 SHARES	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> GAURAV PARIKH on 22-Nov-2024 5:52:44 p.m. Eastern Time <b>Title:</b> GAURAV PARIKH 2020 REVOCABLE TRUST <b>Company:</b>		

## **EXCHANGE AGREEMENT**

Exchange Agreement (the “**Agreement**”) dated as of May 8, 2021 by and between the party identified as the Transferor on the signature page hereto (the “**Transferor**”) and Rhodium Enterprises, Inc. a Delaware corporation (the “**Company**”).

**WHEREAS**, the Transferor is a member of the limited liability company identified on Schedule A annexed hereto (the “**Rhodium LLC**”) and the owner of the number of Class B Non-Voting Units of the Rhodium LLC identified on Schedule A annexed hereto (the “**Class B Units**”);

**WHEREAS**, the Transferor wishes to transfer and assign the Class B Units to the Company in exchange for the number of shares of Class A Common Stock of the Company set forth on Schedule A annexed hereto (the “**Class A Shares**”) and the Company wishes to issue to the Transferor the Class A Shares in exchange for the Class B Units (the “**Exchange**”);

**WHEREAS**, the Transferor has carefully reviewed the Confidential Private Placement Memorandum provided to the Transferor in connection with the Exchange (the “**Memorandum**”) and has completed the Investor Questionnaire attached hereto as Exhibit A (the “**Questionnaire**”);

**NOW, THEREFORE**, in consideration of the premises set forth above, and the agreements, representations, warranties, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. **Transfer and Subscription.** Subject to the terms and conditions of this Agreement, (i) the Transferor hereby transfers and assigns to the Company the Class B Units identified on Schedule A in exchange for the Class A Shares identified on Schedule A and (ii) the Company hereby issues to the Transferor the Class A Shares identified on Schedule A in exchange for the transfer and assignment of the Class B Units identified on Schedule A.

2. **Closing.** The Exchange shall occur simultaneously with the execution of this Agreement by the Company (the “Closing”).

3. **Representations and Warranties of the Transferor.** The Transferor hereby represents and warrants to the Company that:

(a) The Transferor has the right, power and authority, and is duly authorized, to execute, deliver and fully perform its obligations under this Agreement. This Agreement, when executed and delivered by Transferor, will constitute the valid and legally binding obligation of Transferor, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors’ rights generally, and as limited by laws relating to the availability of a specific performance, injunctive relief, or other equitable remedies.

(b) The Transferor has full legal right and capacity to transfer and assign the Class B Units under this Agreement.

(c) The Transferor, if signing as an individual, is a citizen of the United States and is at least 21 years of age.

(d) If the Transferor is signing as an individual, then the residence address of the Transferor set forth on the Questionnaire is the true and correct residence of the Transferor and he or she has no present intention of becoming a resident or domiciliary of any other state, country, or jurisdiction.

(e) The Transferor has received and has had sufficient time to review the Memorandum concerning the Exchange and its accompanying exhibits and has had an opportunity to review the Memorandum with the Transferor's attorney, accountant and advisors.

(f) The Class A Shares received by the Transferor in the Exchange are acquired by the Transferor for investment only, for the Transferor's own account, and not with a view to, or for sale in connection with, any distribution of the Class A Shares in violation of the Securities Act, or any rule or regulation promulgated thereunder. The Class A Shares are not being purchased for subdivision or fractionalization thereof, and the Transferor has no contract, undertaking, agreement or arrangement with any person or entity to sell, hypothecate, pledge, donate or otherwise transfer (with or without consideration) to any such person or entity any of the Class A Shares for which the Transferor hereby subscribes, and the Transferor has no present plans or intention to enter into any such contract, undertaking, agreement or arrangement.

(g) The Transferor has sufficient experience in business, financial and investment matters to be able to evaluate the risk involved in the exchange of the Class B Units for the Class A Shares and to make an informative investment decision with respect to such exchange.

(h) The present financial condition of the Transferor is such that he, she or it is under no present or contemplated future need to dispose of any portion of the Class A Shares received in connection with the Exchange.

(i) The Transferor has completed the Questionnaire and the information provided by the Transferor in the Questionnaire is true, complete and correct in all respects.

(j) The Transferor understands that all documents, records and books which the Transferor has requested pertaining to the Exchange have been made available for inspection by the Transferor and the Transferor's advisors. The Transferor has had a reasonable opportunity to ask questions of and receive information and answers from a person or persons acting on behalf of the Company concerning the Exchange and all such questions have been answered and all such information has been provided to the full

satisfaction of the Transferor.

(k) The Transferor has been advised to consult with his, her or its accountant/tax advisor with respect to the personal tax consequences to the Transferor of the Exchange.

(l) The Transferor is not entering into the Exchange as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting, or any solicitation of a subscription by a person not previously known to the Transferor in connection with investments in securities generally (other than authorized agents of the Company).

(m) The Exchange contemplated by this Agreement, and the manner in which it has been offered to the Transferor, do not violate any laws, regulations or rules of the jurisdiction in which the Transferor resides, if the Transferor is a natural person, or the jurisdiction in which the Transferor is organized or deemed to reside, if the Transferor is a partnership, corporation, trust, estate or other entity.

(n) The foregoing representations, warranties and agreements, together with all other representations and warranties made or given by the Transferor to the Company in any other written statement or document delivered in connection with the transactions contemplated hereby, shall be true and correct in all respects on and as of the date of the closing of the offering as if made on and as of such date and shall survive such date.

4. **Representations and Warranties of the Company.** The Company represents and warrants to the Transferor that:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) The Company has the right, power and authority, and is duly authorized, to execute, deliver and fully perform its obligations under this Agreement, and upon its execution and delivery, this Agreement will become a binding and valid agreement enforceable against the Company in accordance with its terms. This Agreement is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) The execution, delivery and performance of the Company's obligations under this Agreement do not constitute a violation, breach or default under any law, rule, regulation, ordinance, judgment or order or any agreement, evidence of indebtedness, contract or other instrument or obligation of the Company.

(d) The Class A Shares have been duly and validly authorized and, when issued, will be duly and validly issued, free and clear of any and all liens and encumbrances other than those imposed by the Company's organizational documents and applicable securities laws.

(e) Except for the representations and warranties contained in this Section 4, neither the Company nor any person on behalf of the Company makes any express or implied representation or warranty to the Transferor, at law or in equity, in respect of the Company, its operations, business, assets, liabilities, capitalization, condition or prospects, the Class A Shares or the transactions contemplated by the Exchange or this Agreement, and the Company hereby disclaims any such representation or warranty.

5. **Risk Factors; Investment Considerations.** The Transferor is aware of and acknowledges the following:

(a) This Agreement may be rejected in whole or in part by the Company in its sole and absolute discretion.

(b) The acquisition of the Series A Shares in the Exchange is a speculative investment which involves a high risk of loss by the Transferor of his, her or its entire investment.

(c) No federal or state agency has made any finding or determination as to the fairness for public investment, nor any recommendation or endorsement of the Class A Shares.

(d) There are restrictions on the transferability of the Class A Shares received in the Exchange; there will be no market for the Class A Shares and, accordingly, it may not be possible for the Transferor to liquidate readily, or at all, his, her or its investment in the Company or the Class A Shares in case of an emergency or otherwise.

(e) The Class A Shares have not been registered under either the Securities Act or applicable state securities laws (the "**State Acts**") and, therefore, cannot be resold unless they are registered under the Securities Act and the State Acts or unless an exemption from such registration is available, in which event the Transferor might be limited as to the amount of the Class A Shares that may be sold.

(f) The Company does not file, and does not in the foreseeable future contemplate filing, periodic reports with the Securities and Exchange Commission ("**SEC**") pursuant to the provisions of the Securities Exchange Act of 1934, as amended. The Company has not agreed to register any of the Class A Shares for distribution in accordance with the provisions of the Securities Act or the State Acts, and the Company has not agreed to comply with any exemption from registration under the Securities Act or the State Acts for the resale of the Class A Shares. Hence, it is the understanding of the Transferor that by virtue of the provisions of certain rules respecting "restricted securities" promulgated by the SEC, the Class A Shares received by the Transferor in the Exchange



may be required to be held indefinitely, unless and until registered under the Securities Act and the State Acts, unless an exemption from such registration is available, in which case the Transferor may still be limited as to the amount of the Class A Shares that may be sold.

(g) The Company may generate losses from time to time and/or have negative cash flow from time to time. Should the Company fail to achieve its objectives in a timely manner, the Transferor should expect to lose his, her or its entire investment in the Company.

(h) None of the Class A Shares include any voting rights or any other rights to elect members of the board of directors on the Company or participate in the management or administration of the Company.

(i) There can be no assurance that the Company can operate its business successfully.

(j) The Transferor may experience immediate and substantial dilution of the value of the Class A Shares.

(k) The industry in which the Company competes, Bitcoin mining, is highly competitive, and the Company will encounter competition from other similar entities, which may have greater financial, technical, product development, and other resources.

(l) In addition to the risk factors set forth in this Section 3, any investment in the Class A Shares is subject to the circumstances, events and risks described in the Memorandum under “Risk Factors”. The Transferor has read this portion of the Memorandum in its entirety and understands all of the Risk Factors discussed therein.

6. **Waiver.** The Transferor hereby waives any rights it may have or be entitled to exercise pursuant to the Operating Agreement for the Rhodium LLC with respect to the transactions contemplated by this Agreement and the Memorandum. Upon consummation of the Exchange, the Transferor will cease for all purposes to be a member of the Rhodium LLC.

7. **Drag-Along Right.**

- (a) **Definitions.** A “**Sale of the Company**” shall mean either: (a) a transaction or series of related transactions in which an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a “**Person**”), or a group of related Persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company (a “**Stock Sale**”); or (b) a transaction that qualifies as a “**Deemed Liquidation Event**” as defined in the Company’s Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to

time) (the “**Restated Certificate**”).

- (b) Actions to be Taken. In the event that (i) the holders of at least fifty-one (51%) of the Class B Common Stock of the Company (the “**Selling Investors**”) approve a Sale of the Company (which approval of the Selling Investors must be in writing), specifying that this Section 7 shall apply to such transaction, then, subject to satisfaction of each of the conditions set forth in Section 7(c) below, the Transferor and the Company hereby agree:
- i. if such transaction requires stockholder approval, with respect to all shares of Class A Common Stock that the Transferor owns or over which the Transferor otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all shares of Class A Common Stock in favor of, and adopt, such Sale of the Company (together with any related amendment or restatement to the Company’s Restated Certificate required to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could delay or impair the ability of the Company to consummate such Sale of the Company;
  - ii. if such transaction is a Stock Sale, to sell the same proportion of shares of Class A Common Stock of the Company beneficially held by such Transferor as is approved by the Selling Investors to the Person to whom the Selling Investors propose to sell the shares of Class A Common Stock, and, except as permitted in Section 7(b) below, on the same terms and conditions as the holders of the shares of Class A Common Stock of the Company;
  - iii. to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Selling Investors in order to carry out the terms and provision of this Section 7, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, any associated indemnity agreement, or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;
  - iv. not to deposit, and to cause their affiliates not to deposit, except as provided in this Agreement, any shares of Class A Common Stock of the Company owned by such party or affiliate in a voting trust or subject any shares of Class A Common Stock of the Company to any arrangement or agreement with respect to the voting of such shares, unless specifically requested to do so by the acquirer in connection with the Sale of the Company;

- v. to refrain from (i) exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company, or (ii); asserting any claim or commencing any suit (x) challenging the Sale of the Company or this Agreement, or (y) alleging a breach of any fiduciary duty of the Selling Investors or any affiliate or associate thereof (including, without limitation, aiding and abetting breach of fiduciary duty) in connection with the evaluation, negotiation or entry into the Sale of the Company, or the consummation of the transactions contemplated thereby;
- vi. if the consideration to be paid in exchange for the shares of Class A Common Stock pursuant to this Section 7 includes any securities and due receipt thereof by the Transferor would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to the Transferor of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), the Company may cause to be paid to any such Transferor in lieu thereof, against surrender of the units which would have otherwise been sold by the Transferor, an amount in cash equal to the fair value (as determined in good faith by the board of directors of the Company) of the securities which the Transferor would otherwise receive as of the date of the issuance of such securities in exchange for the units; and
- vii. in the event that the Selling Investors, in connection with such Sale of the Company, appoint a stockholder representative (the "**Stockholder Representative**") with respect to matters affecting the Stockholders under the applicable definitive transaction agreements following consummation of such Sale of the Company, (x) to consent to (i) the appointment of such Stockholder Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Stockholder's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative's services and duties in connection with such Sale of the Company and its related service as the representative of the Stockholders, and (y) not to assert any claim or commence any suit against the Stockholder Representative or any other Stockholder with respect to any action or inaction taken or failed to be taken by the Stockholder Representative, within the scope of the Stockholder Representative's authority, in connection with its service as the Stockholder Representative, absent fraud, bad faith, gross negligence or willful misconduct.

- (c) Conditions. Notwithstanding anything to the contrary set forth herein, a Stockholder will not be required to comply with Section 3.2 above in connection with any proposed Sale of the Company (the “**Proposed Sale**”), unless:
- i. any representations and warranties to be made by such Transferor in connection with the Proposed Sale are the same representations and warranties made by the Selling Investors and other shareholders of Class A Common Stock;
  - ii. such Stockholder is not required to agree (unless such Stockholder is a Company officer or employee) to any restrictive covenant in connection with the Proposed Sale (including, without limitation, any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale) or any release of claims other than a release in customary form of claims arising solely in such Stockholder’s capacity as a stockholder of the Company; and
  - iii. upon the consummation of the Proposed Sale each shareholder of Class A Common Stock of the Company will receive the same form of consideration for their shares as is received by other holders of Class A Common Stock of the Company in respect of their shares, and if any holders of shares of Class A Common Stock are given a choice as to the form of consideration to be received as a result of the Proposed Sale, all holders of such shares of Class A Common Stock will be given the same option; provided, however, that, notwithstanding the foregoing provisions of this Section 7(c)(iii), if the consideration to be paid in exchange for the shares of Class A Common Stock held by the Transferor, pursuant to this Section 7(c)(iii) includes any securities and due receipt thereof by any Transferor would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to the Transferor of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Transferor in lieu thereof, against surrender of the shares of Class A Common Stock held by the Transferor, as applicable, which would have otherwise been sold by such Transferor, an amount in cash equal to the fair value (as determined in good faith by the board of directors of the Company) of the securities which such Transferor would otherwise receive as of the date of the issuance of such securities in exchange for the shares of Class A Common Stock held by the Transferor.

8. **Indemnification**. The Transferor agrees to indemnify and hold harmless the Company, and the directors, officers, agents, attorneys and affiliates thereof and each other person,

if any, who controls any such person, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representations or warranty or breach or failure by the Transferor to comply with any covenant or agreement made by the Transferor herein or in any other document furnished by the Transferor to any of the foregoing in connection with this transaction.

9. **Governing Documents.** The Transferor acknowledges and agrees that his, her, or its respective rights are subject to the terms and provisions set forth in the Company's Certificate of Incorporation and Bylaws attached as exhibits to the Memorandum. The Transferor has read these documents, understands their terms, and has had the opportunity to obtain advice from the Transferor's attorney and accountant/tax advisor concerning the same.

10. **Irrevocability; Binding Effect.** The Transferor hereby acknowledges and agrees that the Exchange set forth herein is irrevocable, that the Transferor is not entitled to cancel, terminate or revoke this Agreement or any agreements of the Transferor hereunder and that this Agreement and such other agreements shall survive the death or disability of the Transferor and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns.

11. **Dispute Resolution.**

- (a) **General.** The Transferor agrees that in the event of any dispute or disagreement arising out of, relating to or in connection with this Agreement, the Exchange, the Company or any aspect of the Company's organization, formation, business or management ("**Member Dispute**"), the Transferor shall use its best efforts to resolve the Member Dispute by good-faith negotiation and mutual agreement.
- (b) **Nonbinding Mediation.** In the event that the relevant parties (including Transferor) are unable to resolve any Member Dispute, such parties may opt to first attempt to settle the dispute through a confidential, non-binding mediation proceeding, provided that all parties agree to submit to such confidential, non-binding mediation proceeding. If such a confidential, non-binding mediation proceeding is conducted, then in the event any party to such proceeding is not satisfied with the results thereof, any unresolved disputes shall be finally settled in accordance with a binding arbitration proceeding conducted in accordance with Sections 11(c) and 11(d) of this Agreement. In no event shall the results of any confidential mediation proceeding be admissible in any arbitration or judicial proceeding. Confidential, non-binding mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association ("**AAA**") in effect on the date of the

notice of mediation was served, other than as specifically modified herein, and shall be non-binding on the parties thereto.

- (c) **Binding Arbitration.** Whether non-binding mediation is conducted or not, any unresolved Member Dispute must be finally settled in accordance with binding arbitration conducted pursuant to this Section. A party to the Member Dispute may commence a binding arbitration proceeding by serving written notice thereof to the other parties to the dispute, by mail or otherwise, designating the issue(s) to be arbitrated and, if applicable, the specific provisions of this Agreement or other document under which such issue(s) and dispute arose. Binding arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the “**Rules**”). A Transferor may withdraw from the Member Dispute by signing an agreement to be bound by the results of the arbitration. Binding arbitration proceedings shall be conducted by a panel consisting of one arbitrator. If an arbitrator is not selected within five (5) business days, then an arbitrator shall be selected by the AAA in accordance with the Commercial Arbitration Rules of the AAA. The arbitration proceedings shall be held in the city that is the Company’s principal place of business. To the extent any provision of the Rules conflict with any provision of this Agreement, the provisions of this Agreement shall control. The statutory, case law and common law of the State of Delaware shall govern in interpreting the respective rights, obligations and liabilities arising out of or related to the transactions provided for or contemplated by this Agreement and any Member Dispute. The arbitrator shall issue the arbitrator’s final decision in writing setting forth the arbitrator’s findings and reasons for the decision. In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney’s fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances. The arbitrator’s final award and/or order shall be final and not appealable. Such final award and/or order shall not be subject to judicial review by any court or any other agency, tribunal, panel, commission, arbitrator, judge, magistrate, special master, or mediator.
- (d) **Exclusive Remedy.** The dispute resolution procedures specified in this Section 11 of this Agreement set forth the exclusive remedies available to Transferor for the resolution of, or any award of relief in connection with, any Member Dispute. Transferor hereby accepts such procedures, agrees to be bound by the result of any binding arbitration proceeding conducted in accordance with this Section, and knowingly and voluntarily waives all other rights available at law or in equity to seek relief in a court of competent jurisdiction in connection with any Member Dispute. Transferor shall indemnify and hold harmless the Company from and against any and all costs, expenses, and damages, including reasonable attorneys’ fees, the Company incurs in connection with any action filed in

any court in connection with any Member Dispute and Transferor hereby waives any and all defenses to a motion to compel arbitration filed in any such action.

12. **Miscellaneous.**

(a) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to its principles of conflicts of law.

(b) **Entire Agreement; Amendment.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein. Neither this Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

(c) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(d) **Further Assurances.** The parties agree to execute such further documents and instruments, to take such further actions, and to do, or cause to be done, all things as may be reasonably necessary, proper, or advisable to consummate and make effective the Exchange. From time to time after the date hereof (including after the Closing if requested), the Transferor and the Company will execute and deliver such documents as may reasonably be required in order to effectively consummate the transactions contemplated by the Exchange and this Agreement.

(e) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) **Specific Performance.** Each party to this Agreement acknowledges and agrees that any breach by it of this Agreement may cause the other parties irreparable harm which may not be adequately compensable by money damages. Accordingly, in the event of a breach or threatened breach by a party of any provision of this Agreement, each party shall be entitled to seek the remedies of specific performance, injunction or other preliminary or equitable relief. The foregoing right shall be in addition to such other rights or remedies as may be available to any

party for such breach or threatened breach, including but not limited to the recovery of money damages.

(g) **Expenses.** All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses whether or not the transfer is consummated.

(h) **Counterparts.** This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

(i) **Successors and Assigns; Transfer of Transferred Shares.** This Agreement is not transferable or assignable by the Transferor.

(j) **Choice of Jurisdiction.** The Transferor agrees that any action or proceeding arising, directly, indirectly, or otherwise, in connection with, out of, or from this Agreement, any breach hereof, or any transaction covered hereby shall be resolved within New Castle County, Delaware. Accordingly, the parties consent and submit to the jurisdiction of the United States federal and state courts located in New Castle County, Delaware.

(k) **Certain Interpretative Matters.** Any phrase introduced by the terms "including," "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date written above.

**RHODIUM ENTERPRISES, INC.**

By:   
\_\_\_\_\_  
Authorized Signature

**TRANSFEROR**

Name: Gaurav Parikh 2020 Revocable Trust

  
Gaurav Parikh (May 18, 2021 01:37 EDT)  
\_\_\_\_\_  
Authorized Signature

## SCHEDULE A

Name of Rhodium LLC	RHODIUM 2.0 LLC
Number of Class B Non-Voting Units of Rhodium LLC	1,860,000
Number of shares of Class A Common Stock of the Company	256,739

## EXHIBIT A

### INVESTOR QUESTIONNAIRE

#### Investor Questionnaire

In order to induce the Company to accept the offer of the Subscriber to participate in the Rollup Transaction and exchange Class B Non-Voting Units or Class A Units for shares of Class A Common Stock, the Subscriber hereby represents and warrants as follows:

#### A. GENERAL INFORMATION

1. Subscriber Name: Gaurav Parikh 2020 Revocable Trust
2. Social Security or Tax ID Number: [REDACTED]
3. Address: 32 Johnson Rd Winchester MA 01890

#### . ACCREDITED INVESTOR STATUS

To ensure that the shares of Class A Common Stock issued in the Rollup Transaction are issued pursuant to an appropriate exemption from registration under applicable Federal and State securities laws, the Subscriber is furnishing certain additional information by checking each of the boxes below preceding any statement below that is applicable to the Subscriber.

The Subscriber certifies that the information contained in each of the following checked statements (to be checked by the investor only if applicable) is true and correct and hereby agrees to notify the Company of any changes that may occur in such information prior to the Company's acceptance of any exchange.

1. ☐ The Subscriber is a natural person whose individual net worth or joint net worth with his or her spouse as of the date hereof is in excess of \$1,000,000. For purposes of this item 1, "net worth" means the excess of total assets at fair market value (including personal and real property but excluding the estimated fair market value of a person's primary home)

over total liabilities. Total liabilities exclude any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the Securities are purchased, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of Securities for the purpose of investing in the Securities.

2. ☒ The Subscriber is a natural person who had an individual income in excess of \$200,000 in each of the two most recently completed years or joint income with his or her spouse in excess of \$300,000 in each of those years and has reasonable expectation of reaching the same income level in the current year.
3. ☐ The Subscriber is a director or executive officer of the Company.
4. ☐ The Subscriber is a natural person in holding in good standing one or more of the following professional certifications or licenses: the General Securities Representative license (Series 7), the Private Securities Offering Representative license (Series 82) and/or the Licensed Investment Adviser Representative (Series 65).
5. ☐ The Subscriber is a natural person who is a "knowledgeable employee" as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940 (the "Investment Company Act") of a private fund (as defined in Section 3 of the Investment Company Act). Rule 3c-5(a)(4) under the Investment Company Act defines a "knowledgeable employee" with respect to a private fund as: (i) an executive officer, director, trustee, general partner, advisory board member, or similar capacity, of a private fund or an affiliated management person of the private fund; and (ii) an employee of the private fund or an affiliated management person of the private fund (other than an employee performing solely clerical, secretarial or administrative functions) who participates in the investment activities of such private fund, other private funds, or investment companies the investment activities of which are managed by such affiliated management person of the private fund, provided that such employee has been performing such functions and duties for at least 12 months.
6. ☐ The Subscriber is an organization described in section 501(c)(3) of the Internal Revenue Code, corporation, limited liability company, Massachusetts or similar business trust, or partnership not formed for the specific purpose of investing in the Securities, with total assets in excess of \$5,000,000.
7. ☐ The Subscriber is a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, and the

investment in the Securities is being directed by a sophisticated person, which, for purposes of this representation, means a person who has such knowledge and experience in financial and business matters that the person is capable of evaluating the merits and risks of the prospective investment in the Securities.

8. ☐ The Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (“ERISA”), and either the decision to invest in the Securities has been made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment advisor, or the employee benefit plan has total assets in excess of \$5,000,000, or if a self-directed plan, investment decisions are made solely by persons who are accredited investors.
9. ☐ The Subscriber is a private business development company as defined in Section 202 (a)(22) of the Investment Advisers Act of 1940.
10. ☐ The Subscriber is a bank, as defined in Section 3(a)(2) of the Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity.
11. ☐ The Subscriber is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
12. ☐ The Subscriber is an insurance company as defined in Section 2(13) of the Act.
13. ☐ The Subscriber is an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act.
14. ☐ The Subscriber is a Small Business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
15. ☐ The Subscriber is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000.
16. ☐ The Subscriber is a corporation, partnership, limited liability company or other entity not formed for the specific purpose of acquiring the Securities and has total investments (as defined in Rule 2a51-1(b) under the Investment Company Act of 1940) in excess of \$5,000,000.

17. ☐ The Subscriber is a “family office” as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act with assets under management in excess of \$5,000,000 that is not formed for the specific purpose of acquiring the securities offered and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.
18. ☐ A “family client” as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements of a “family office” in the category immediately above and whose prospective investment in the issuer is directed by a person from a family office that is capable of evaluating the merits and risks of the prospective investment.
19. ☐ The Subscriber is an entity in which each of the equity owners is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Act. If you checked this Item 19, please complete the following part of this question:

(1) List all equity owners: Gaurav Parikh

(2) What is the type of entity? Individual

(3) Have each equity owner respond individually to Part B of this Questionnaire.








# RollupDocs\_RhodiumLLC\_RhoEntIncShares\_Final

Final Audit Report

2021-07-01

Created:	2021-05-13
By:	Cameron Blackmon (cameronblackmon@rhodiummining.io)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtZinK0mAOZqwxQhI0i4GBw6e5r12T5BD

## "RollupDocs\_RhodiumLLC\_RhoEntIncShares\_Final" History

-  Document created by Cameron Blackmon (cameronblackmon@rhodiummining.io)  
2021-05-13 - 8:51:01 PM GMT
-  Document emailed to Gaurav Parikh (gparikh03@gmail.com) for signature  
2021-05-13 - 9:05:04 PM GMT
-  Email viewed by Gaurav Parikh (gparikh03@gmail.com)  
2021-05-13 - 9:14:01 PM GMT- IP address: 173.48.130.200
-  Document e-signed by Gaurav Parikh (gparikh03@gmail.com)  
Signature Date: 2021-05-18 - 5:37:22 AM GMT - Time Source: server- IP address: 160.72.231.5
-  Document emailed to Cameron Blackmon (cameronblackmon@rhodiummining.io) for signature  
2021-05-18 - 5:37:24 AM GMT
-  Document e-signed by Cameron Blackmon (cameronblackmon@rhodiummining.io)  
Signature Date: 2021-07-01 - 7:51:57 PM GMT - Time Source: server- IP address: 107.194.108.213
-  Agreement completed.  
2021-07-01 - 7:51:57 PM GMT



SHARE CLASSES > **SHARE CERTIFICATE**

CA-32

GAURAV PARIKH 2020 REVOCABLE TRUST



Certificate ID

CA-32

✓ Active

256,739 Shares

Stock

Registered Name

GAURAV PARIKH 2020 REVOCABLE TRUST

StakeholderCode | 137

Company Name

Rhodium Enterprises, Inc

Company Code |  
d6c3392d-...

Issue Date

01 Jul 2021

Current Type

● Sale

Voting Rights

No

Price Per Share

\$0.00001

### Certificate Legend

- - -





Gaurav Parikh &lt;gparikh03@gmail.com&gt;

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## Rhodium Shareholder Update

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Updates <updates@rhdm.com>  
To: Updates <updates@rhdm.com>

Thu, Mar 16, 2023 at 3:08 PM

**STRICTLY CONFIDENTIAL; SUBJECT TO LEGAL NOTICE APPEARING BELOW\***

Dear Investors,

We wanted to provide a quick update on the below.

- **Banking Update**
  - 100% of our money is secure in T-Bills and US government guaranteed depository accounts.
  - We have a relationship with Signature Bank and we are transitioning to a new bank.
  - We do not have any exposure to SVB.
- **Merger Update**
  - We amended the Merger Agreement between Rhodium Enterprises, Inc. ("RHDM") and SilverSun Technologies, Inc. ("SSNT") to extend the outside date to June 30<sup>th</sup>.
  - Both RHDM and SSNT remain committed to closing the merger. The extended time is necessary to get through the process of obtaining SEC clearance and for SSNT to execute their shareholder vote.
  - We have formally engaged American Stock Transfer ("AST") as our transfer agent, and we expect to provide further transfer agent and shareholder details in the coming weeks.
- **Business Update**
  - We expect to provide Q4 financials along with a business update at the end of this month.

Respectfully,

Rhodium Management

*\*THE ABOVE UPDATE IS INTENDED SOLELY FOR EXISTING INVESTORS OF RHODIUM ENTERPRISES, INC. IT CONSTITUTES CONFIDENTIAL INFORMATION AND IS PROVIDED TO YOU ON THE CONDITION THAT YOU WILL HOLD IT IN STRICT CONFIDENCE AND NOT REPRODUCE, DISCLOSE, FORWARD OR DISTRIBUTE IT TO ANY THIRD PARTY IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF RHODIUM ENTERPRISES, INC. © 2023 RHODIUM ENTERPRISES, INC. ALL RIGHTS RESERVED.*

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FORWARD LOOKING STATEMENTS

*THE ABOVE UPDATE INCLUDES CERTAIN STATEMENTS ABOUT ESTIMATES, PROJECTIONS, TARGETS AND PLANS THAT ARE "FORWARD-LOOKING STATEMENTS."*

THE FORWARD-LOOKING STATEMENTS ARE BASED ON INFORMATION CURRENTLY AVAILABLE TO MANAGEMENT, CERTAIN ASSUMPTIONS RELATING TO PLANS AND OBJECTIVES OF MANAGEMENT FOR FUTURE OPERATIONS OR ECONOMIC PERFORMANCE, CONCLUSIONS AND PROJECTIONS ABOUT CURRENT FUTURE ECONOMIC AND POLITICAL TRENDS AND CONDITIONS, AND PROJECTED FINANCIAL RESULTS AND RESULTS OF OPERATIONS. THESE STATEMENTS CAN GENERALLY BE IDENTIFIED BY THE USE OF FORWARD-LOOKING TERMINOLOGY INCLUDING "MAY," "BELIEVE," "WILL," "ANTICIPATE," "EXPECT," "ESTIMATE," "CONTINUE," "RANKINGS," "INTEND," "OUTLOOK," "POTENTIAL," OR OTHER SIMILAR WORDS. THE COMPANY DOES NOT MAKE ANY GUARANTEES, REPRESENTATIONS, OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF SUCH FORWARD-LOOKING STATEMENTS. THESE FORWARD-LOOKING STATEMENTS ARE SUBJECT TO RISKS, UNCERTAINTIES AND OTHER FACTORS, MANY OF WHICH ARE OUTSIDE OF OUR CONTROL, THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE RESULTS DISCUSSED IN THE FORWARD-LOOKING STATEMENTS. THESE INCLUDE, BUT ARE NOT LIMITED TO, STATEMENTS REGARDING OUR OPERATIONS AND OUR EXPECTED GROWTH. ANY FORWARD-LOOKING STATEMENT SPEAKS ONLY AS OF THE DATE ON WHICH IT IS MADE, AND, EXCEPT AS REQUIRED BY LAW, WE DO NOT UNDERTAKE ANY OBLIGATION TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENT, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE.



**Rhodium Enterprises, Inc.**

e: [Updates@RHDM.com](mailto:Updates@RHDM.com)