

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>Christopher Blackerby</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? Christopher Blackerby 401 Hamilton Cres Clearwater, FL 33756 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone _____ Contact email <u>chris0771980@gmail.com</u>	Where should payments to the creditor be sent? (if different) 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? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. How much is the claim? \$ 8,585,163.09. Does this amount include interest or other charges?
☒ No
☐ 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.
equity investment

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature or property:
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
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: \$ _____
Amount of the claim that is unsecured: \$ _____ (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) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ 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/Christopher Blackerby
Signature

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

Name Christopher Blackerby
First name Middle name Last name

Title _____

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

Debtor: 24-90454 - Rhodium Enterprises, Inc. District: Southern District of Texas, Houston Division		
Creditor: Christopher Blackerby 401 Hamilton Cres Clearwater, FL, 33756 Phone: Phone 2: Fax: Email: chris0771980@gmail.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: equity investment	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 8,585,163.09	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Christopher Blackerby on 22-Nov-2024 6:27:04 p.m. Eastern Time Title: Company:		

Name: _____

Number: _____

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

RHODIUM 30MW LLC

This document serves as record of my receipt of the Confidential Private Placement Memorandum dated April 8, 2020 for Rhodium 30mw LLC, a Delaware limited liability company, and supersedes all preliminary versions hereof, all term sheets, if any, and other information potential investors may have received from Rhodium 30mw LLC or its principals.

This offering and the membership interest described herein has not been registered with the Securities and Exchange Commission or any State Division of Securities and is not required to be so registered.

RHODIUM 30MW LLC

A Delaware limited liability company

\$31,000,000.000 Total offering

Allocation of the total offering is as follows:

\$30,000,000 in Secured Promissory Notes

\$1,000,000 to 100 Units of Class B Non-Voting Units representing approximately 30% of the Class B Non-Voting Units in the Company. The total outstanding Class B Non-Voting Units are 334, of which Rhodium JV LLC owns 233.34 Class B Non-Voting Units and 100 Class B Non-Voting Units are being offered as part of this investment opportunity

Numerical example of a \$1,000,000 investment allocation to debt and equity:

\$32,258 to equity.

The noted amount would be allocated to approximately 3 Class B Non-Voting Unit Membership Interests, representing approximately 1% ("B-Units").;

Plus,

\$967,742 in debt.

Such amount would be allocated to bona fide debt in the form of a Secured Promissory Note from the Company ("Promissory Notes").

(The B-Units, the Promissory Notes, and either or both of them, are hereinafter referred to as the "Securities")

COMPANY AND INVESTMENT OVERVIEW:

Rhodium 30mw LLC (the “Company”) is a start-up, early-stage business that was formed on April 1, 2020. The Company will design, develop and implement a Bitcoin mining operation in Rockdale, Texas leveraging advantageous electricity costs, a cost-effective server contract (i.e., Whatsminer machines), and a co-location and land use agreement.

The Company is hereby offering for sale \$30,000,000 in Promissory Notes and \$1,000,000 in B-Units. The price is \$10,000 per B-Unit with a minimum purchase of 1 B-Unit. Please note that once the minimum 1 B-Unit investment is reached, fractional B-Units are possible (e.g., an investor could purchase 1.2 Units, rather than an even 2 B-Units). Each B-Unit consists of a 0.30% Class B Non-Voting Membership Interest in the Company. Each Promissory Note from the Company to the investor shall be in the agreed upon dollar amount based on the standard allocation. Assuming a hypothetical investment of \$1,000,000 by an accredited investor, the standard allocation would be \$32,258 to B-Units, representing 3.2 B-Units or approximately 1%, and \$967,742 to Promissory Notes, which is bona fide debt. The offering is available to accredited investors only as that term is defined under the Securities Act of 1933, as amended (the “Securities Act”) Rule 501, with Subscription acceptance to be determined at the Manager’s sole discretion.

These securities are offered pursuant to an exemption from registration with the United States Securities and Exchange Commission (the “Commission”) contained in sections 3(b) and 4(2) of the Securities Act of 1933 and Rule 506 of Regulation D promulgated there under. No registration statement or application to register these securities has been or will be filed with the Commission or any state securities commission. These securities are subject to restrictions of transferability and resale and may not be transferred or resold except as permitted under the Securities Act, as amended, and the applicable state securities laws, pursuant to the registration or exemption there from. Investors should be aware that they may be required to bear the financial risk of this investment.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE U.S. SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR SELLING LITERATURE. THESE SECURITIES ARE OFFERED UNDER AN EXEMPTION FROM REGISTRATION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THESE SECURITIES ARE EXEMPT FROM REGISTRATION.

This offering, unless extended, will be terminated on July 1, 2020. The Company may extend the Offering for 60 days without notice to the subscribers at the discretion of the Company’s Manager. The Company may accept or reject the subscriptions obtained in the Offering in whole or in part for any reason. Except as required by certain states’ securities laws, subscriptions which are accepted by the Company may not be withdrawn by any subscriber. See “Summary of the Offering” on page 22 hereof.

Purchase of the Securities is very speculative and involves a high degree of risk. No one should invest in the Securities who is not in a position to lose his, her or its entire investment. See “Risk Factors” on page 27 hereof.

This Confidential Private Placement Memorandum is not an offer to sell or a solicitation of an offer to buy the securities described herein in any jurisdiction or to any person to whom it is unlawful to make such an offer or sale.

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DISCLAIMER

This offering is being made in reliance upon an exemption from registration under Section 4(a)(2) of the Securities Act of 1933 (the “Securities Act”), and Regulation D under the Securities Act for limited offers and sales of securities and exemptions under certain state securities laws. It is not anticipated that a public or other market will ever develop for the Securities. None of the Securities are transferable without satisfaction of certain conditions including registration or the availability of an exemption under the Securities Act and any applicable state securities. Prospective investors should proceed only on the assumption that it will be difficult or impossible to liquidate their investment in the Securities.

Investment in the Securities offered herein involves a high degree of risk and is suitable for investors with such knowledge and experience in financial and business matters as to be capable of evaluating on their own the merits and risks of investment. In making an investment decision, potential investors must rely on their own independent investigation and appraisal of the Company and the Securities, including the merits and risks involved, without reliance on the Company or any of its officers, directors, employees, affiliates, advisors or agents. Each potential investor should conduct his, her, or its own inquiries as to the adequacy, accuracy, completeness and reliability of any information relating to the Company. No one should invest in the Securities who is not in a position to lose his, her or its entire investment. See “Risk Factors” beginning on page 27 hereof.

Prospective investors are not to construe the contents of this Confidential Private Placement Memorandum (including the amendments, exhibits and supplements hereto, the “Memorandum”) as investment, tax or legal advice. This Memorandum and the exhibits hereto and enclosures herewith, as well as the nature of the investment, should be reviewed by each prospective investor, his or her investment, tax or other advisers, and his or her accountants and legal counsel.

Prior to the consummation of this offering, the Company will make available to each prospective investor the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of this offering, the Company or any other relevant matters, and to obtain any additional information, to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information herein.

This offer can be withdrawn by the Company at any time and is specifically made subject to the terms described in this Memorandum. The Company reserves the right to reject any subscription in whole or in part. See “Subscribing to the Offering” on page 42 hereof.

This Memorandum has been prepared solely for the benefit of investors interested in the proposed private placement of the Securities and constitutes an offer only if the name of an offeree appears in the appropriate space provided on the cover page hereof. Distribution of this Memorandum to any person other than such offeree and those persons retained to advise it, him or her with respect thereto is unauthorized, and any reproduction of this memorandum, in whole or in part, or the divulgence of any of its contents, without the prior written consent of the Company, is prohibited. Each prospective investor, by accepting delivery of this Memorandum, agrees to return it and all related exhibits and other documents if he, she or it does not intend to subscribe for the purchase of the Securities, or the prospective investor’s subscription is not accepted or the offering is terminated.

NOTICES TO INVESTORS

THE SECURITIES DESCRIBED HEREIN ARE OFFERED AND SOLD PURSUANT TO EXEMPTIONS FROM REGISTRATION UNDER VARIOUS STATE SECURITIES LAWS AND UNDER THE FEDERAL SECURITIES LAWS. THE TERMS OF THIS OFFERING HAVE NOT BEEN REVIEWED BY THE SECURITIES AUTHORITIES OF SUCH STATES OR BY THE SECURITIES AND EXCHANGE COMMISSION.

THIS OFFERING IS HIGHLY SPECULATIVE AND THE INTERESTS INVOLVE A HIGH DEGREE OF RISK THAT MAY NOT BE SUITABLE FOR ALL PERSONS. THE INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY, AND THEY WILL NOT BE INSURED BY, ANY GOVERNMENTAL AGENCY. INVESTING IN THE INTERESTS SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE “RISK FACTORS.”

THIS OFFERING IS OPEN ONLY TO U.S. INVESTORS WHO SATISFY THE DEFINITION OF AN “ACCREDITED INVESTOR” AND CERTAIN QUALIFYING FOREIGN INVESTORS.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF AUTHORIZED PERSONS INTERESTED IN THE OFFERING. IT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY NOT BE DISCLOSED TO ANYONE OTHER THAN AUTHORIZED PERSONS SUCH AS ACCOUNTANTS, FINANCIAL PLANNERS OR ATTORNEYS RETAINED FOR THE PURPOSE OF RENDERING PROFESSIONAL ADVICE RELATED TO THE PURCHASE OF THE INTERESTS OFFERED HEREIN. IT MAY NOT BE REPRODUCED, DIVULGED OR USED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE UNLESS WRITTEN PERMISSION IS OBTAINED FROM THE COMPANY. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANY PERSON EXCEPT THOSE PARTICULAR PERSONS WHO SATISFY THE INVESTOR QUALIFICATION STANDARDS DESCRIBED HEREIN.

THE SALE OF THE SECURITIES COVERED BY THIS MEMORANDUM HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS SET FORTH IN SECTION 4(a)(2) OF THE ACT AND RULE 506 OF REGULATION D THEREUNDER. THESE SECURITIES HAVE NOT BEEN QUALIFIED OR REGISTERED IN ANY STATE, IN RELIANCE UPON THE EXEMPTIONS FROM SUCH QUALIFICATION OR REGISTRATION UNDER STATE LAW. THESE SECURITIES ARE “RESTRICTED SECURITIES” AND MAY NOT BE RESOLD OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT COVERING DISPOSITION OF SUCH SHARES IS THEN IN EFFECT, OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. IN ADDITION, THE SUBSCRIPTION AGREEMENT IMPOSES SUBSTANTIAL FURTHER RESTRICTIONS UPON ANY PROPOSED TRANSFER.

THERE IS NO PUBLIC MARKET FOR THE INTERESTS AND NONE IS EXPECTED TO DEVELOP IN THE FUTURE. THE INTERESTS OFFERED HEREBY SHOULD BE PURCHASED ONLY BY INVESTORS WHO HAVE NO NEED FOR LIQUIDITY IN THEIR

INVESTMENT.

NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM; ANY SUCH INFORMATION OR REPRESENTATIONS SHOULD NOT BE RELIED UPON. ANY PROSPECTIVE PURCHASER OF THE INTERESTS WHO RECEIVES ANY SUCH INFORMATION OR REPRESENTATIONS SHOULD CONTACT THE COMPANY IMMEDIATELY TO DETERMINE THE ACCURACY OF SUCH INFORMATION. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALES HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY OR IN THE INFORMATION SET FORTH HEREIN SINCE THE DATE OF THIS MEMORANDUM SET FORTH ABOVE.

PROSPECTIVE PURCHASERS SHOULD NOT REGARD THE CONTENTS OF THIS MEMORANDUM OR ANY OTHER COMMUNICATION FROM THE COMPANY AS A SUBSTITUTE FOR CAREFUL AND INDEPENDENT TAX AND FINANCIAL PLANNING. EACH POTENTIAL INVESTOR IS ENCOURAGED TO CONSULT WITH HIS, HER OR ITS OWN INDEPENDENT LEGAL COUNSEL, ACCOUNTANT AND OTHER PROFESSIONALS WITH RESPECT TO THE LEGAL AND TAX ASPECTS OF THIS INVESTMENT AND WITH SPECIFIC REFERENCE TO HIS, HER, OR ITS OWN TAX SITUATION, PRIOR TO SUBSCRIBING FOR THE INTERESTS.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FORGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE COMPANY'S OPERATING AGREEMENT, THE SECURITIES ACT OF 1933 (AS AMENDED), AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE MADE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

The National Securities Markets Improvement Act ("NSMIA") amended Section 18 of the Securities Act of 1933 to exempt from state regulation any offer or sale of covered securities exempt from registration pursuant to Commission rules or Regulations issued under Section 4(2) and 4(6) of the Securities Act of 1933. The Company claims qualification pursuant to Section 18(b)(4)(d) and/or Section 18(b)(3) of the Federal Securities Act of 1933, as amended (the "Act") and, as such, these securities are considered to be "covered securities" pursuant to the Act.

Prospective investors are not to construe the contents of this document or any prior or subsequent communications from the Company as legal or tax advice. Each investor must rely on his, her or its own representative as to legal, income tax and related matters concerning this investment.

EACH INVESTOR SHOULD BE AWARE THAT THE COMPANY HAS NO OBLIGATION, NOR DOES IT INTEND, TO REPURCHASE THE B-UNITS FROM INVESTORS IN THE EVENT THAT, FOR ANY REASON, AN INVESTOR WISHES TO TERMINATE THE INVESTMENT.

NOTICE TO CALIFORNIA RESIDENTS:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE CALIFORNIA CORPORATIONS CODE BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER THE SECURITIES OFFERED HEREBY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSION OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

NOTICE TO MASSACHUSETTS RESIDENTS:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO MICHIGAN RESIDENTS:

TO RESIDENTS OF MICHIGAN: NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF MICHIGAN WHO ARE UNACCREDITED INVESTORS IF THE AMOUNT OF SUCH INVESTMENT IN THE SECURITIES WOULD EXCEED TEN PERCENT (10%) OF SUCH INVESTOR'S NET WORTH (EXCLUDING PRINCIPAL RESIDENCE, FURNISHINGS THEREIN AND PERSONAL AUTOMOBILES). THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE MICHIGAN SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

NOTICE TO SOUTH CAROLINA RESIDENTS:

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER ONE OR MORE SECURITIES ACTS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSIONER OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO TEXAS RESIDENTS:

THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE TEXAS SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE TEXAS SECURITIES ACT, THE COMPANY IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.

NOTICE TO WYOMING RESIDENTS:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WYOMING UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. WYOMING REQUIRES INVESTOR SUITABILITY STANDARDS OF A \$250,000 NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS, AND AUTOMOBILES), AND AN INVESTMENT THAT DOES NOT EXCEED 20% OF THE INVESTOR'S NET WORTH.

NOTICE TO FOREIGN INVESTORS:

IF YOU LIVE OUTSIDE THE UNITED STATES, IT IS YOUR RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES RELATED TO AN ACQUISITION OF AN INTEREST IN THE COMPANY, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS AND OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE INTERESTS HAVE NOT BEEN REGISTERED IN ANY COUNTRIES. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN A SPECIFIC TERRITORY OR JURISDICTION, YOU ARE ADVISED TO CONTACT THE MANAGER. NOTHING CONTAINED HEREIN SHOULD BE CONSIDERED AN OFFER, SOLICITATION, PURCHASE, OR SALE OF AN INTEREST IN THE COMPANY IN ANY JURISDICTION WHERE THE OFFER, SOLICITATION, PURCHASE, OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF SUCH FOREIGN JURISDICTION OR THE UNITED STATES.

MOREOVER, IF YOU LIVE OUTSIDE THE UNITED STATES, THERE ARE POTENTIAL TAX CONSEQUENCES THAT MAY EXIST THAT MAY HAVE A MATERIAL ADVERSE EFFECT ON THE RETURN YOU RECEIVE ON YOUR INVESTMENT. AMONG OTHER THINGS, THE COMPANY MAY BE REQUIRED TO WITHHOLD A CERTAIN PERCENTAGE OF ANY PAYMENT OF INTEREST, DISTRIBUTION OR RETURN TO YOU AND REMIT IT TO THE INTERNAL REVENUE SERVICE ON YOUR BEHALF. THE AMOUNT OF TAX DUE FROM YOU WILL DEPEND ON THE TERMS OF ANY TAX TREATY BETWEEN YOUR COUNTRY AND THE UNITED STATES. YOU WILL HAVE TO OBTAIN A U.S. TAXPAYER IDENTIFICATION NUMBER AND FILE A U.S. TAX RETURN IN ORDER TO OBTAIN A REFUND OF THE WITHHELD TAX, IF ANY IS DUE. IF YOUR COUNTRY HAS NO TAX TREATY OR WHERE THE APPLICABLE TAX TREATY DOES NOT QUALIFY YOU FOR A REFUND, THE TAX PAID WILL SIMPLY BE YOUR COST OF DOING BUSINESS IN THE UNITED STATES. YOU SHOULD CONSULT YOUR OWN FINANCIAL AND TAX ADVISORS REGARDING THE TERMS OF YOUR COUNTRY'S TAX TREATY WITH THE UNITED STATES.

IN ADDITION, CERTAIN "SANCTIONED" OR "BLOCKED" FOREIGN NATIONALS, NATIONALS OR RESIDENTS OF SANCTIONED COUNTRIES OR PERSONS WITH MORE THAN 15% OF THEIR ASSETS INVESTED IN SANCTIONED COUNTRIES DESIGNATED BY THE UNITED STATES GOVERNMENT ARE PROHIBITED FROM DIRECTLY OR INDIRECTLY INVESTING IN A U.S. COMPANY. ACCORDINGLY, IF YOU LIVE OUTSIDE THE UNITED STATES, OR HAVE MORE THAN 15% OF YOUR ASSETS INVESTED IN SANCTIONED COUNTRIES, YOU WILL BE REQUIRED TO DISCLOSE INFORMATION TO THE COMPANY IN ADDITION TO THE INFORMATION REQUESTED FROM OTHER DOMESTIC INVESTORS.

Prospective investors are hereby notified that: (i) any discussion of federal tax issues in this Memorandum was not intended or written to be relied upon, and cannot be relied upon by prospective investors for the purpose of avoiding penalties that may be imposed on prospective investors under the Internal Revenue Code; (ii) such discussion is written in connection with the promotion or marketing of the transactions or matters addressed herein by the Company; and prospective investors should seek tax advice based on their particular circumstances from an independent professional.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

THIS MEMORANDUM CONTAINS FORWARD LOOKING STATEMENTS RELATING TO SUCH MATTERS AS ANTICIPATED FINANCIAL PERFORMANCE, BUSINESS PROSPECTS, SERVICES, AMOUNT OF FUNDS MADE AVAILABLE TO THE COMPANY FROM THIS OFFERING AND OTHER SOURCES, AND SIMILAR MATTERS.

THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 PROVIDES A SAFE HARBOR FOR FORWARD LOOKING STATEMENTS. IN ORDER TO CONFORM WITH THE TERMS OF THE SAFE HARBOR, THE COMPANY CAUTIONS THAT THE FOREGOING CONSIDERATIONS AS WELL AS A VARIETY OF OTHER FACTORS NOT SET FORTH HEREIN COULD CAUSE THE COMPANY'S ACTUAL RESULTS AND EXPERIENCE TO DIFFER WIDELY OR MATERIALLY FROM THE ANTICIPATED RESULTS OR OTHER EXPECTATIONS IN THE COMPANY'S FORWARD LOOKING STATEMENTS.

This Memorandum includes “forward-looking statements” within the meaning of Section 27A of the Act and Section 21E of the Securities Exchange Act of 1934 which represent our expectations or beliefs concerning future events that involve risks and uncertainties, including those associated with our ability to obtain financing for our current and future operations. All statements other than statements of historical facts included in the Memorandum are forward-looking statements. Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, it cannot assure prospective investors that such expectations will prove to have been correct. Important factors that could cause actual results to differ materially from our expectations (“Cautionary Statements”) are disclosed in this Memorandum, including, without limitation, in connection with the forward-looking statements included in the Memorandum. All subsequent written and oral forward-looking statements attributable to us or persons acting on its behalf are expressly qualified in their entirety by the Cautionary Statements.

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TABLE OF EXHIBITS

EXHIBIT A	Form of Subscription Agreement
EXHIBIT B	Form of the Company's First Amended Operating Agreement
EXHIBIT C	Form of Amendment to Operating Agreement
EXHIBIT D	Form of the Promissory Note
EXHIBIT E	Form of the Security Agreement
EXHIBIT F	Investor Questionnaire
EXHIBIT G	Wire Instructions

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EXECUTIVE SUMMARY OF THE BUSINESS

The Company is a start-up, early-stage business that was established on April 1, 2020. The Company is in the process of designing, developing, and implementing a Bitcoin mining operation in Rockland Texas. The Company is in the process of securing a 30-megawatt power contract at highly competitive rates, servers (i.e., M30S mining machines from Whatsminer) at below market rates, and a land use agreement for the mining site location. The Company's principals have significant experience, strong relationships and an exemplary reputation in the Bitcoin mining world.

One can acquire Bitcoin one of two ways: mine it or purchase it. Assuming one has the sophistication, technical competency, risk mitigation strategies, and controlled input costs (machines, electricity, etc.), then mining Bitcoin allows for a much lower cost of acquisition as compared to purchasing it. However, Bitcoin mining carries significant operational and execution risks as compared to simply purchasing Bitcoin on a cryptocurrency exchange.

Bitcoin miners are essentially manufacturers of Bitcoin. In this regard, one could view a Bitcoin mining operation as a commodities production operation, similar to drilling for oil or digging for gold. In commodities production, controlling costs is critical for staying profitable and outlasting your competition. Similarly, while some Bitcoin miners focus on maximizing revenues, our approach is to minimize costs such that we can compete more effectively in down markets.

Therefore, our investment thesis is simple: be the lowest cost Bitcoin producer. We have taken steps to systematically control all of our input costs. For example, we're securing fixed electrical rates significantly below market. We are doing this through strategic partnering with service providers. Additionally, we're securing contracts for mining equipment at below market rates as well by capitalizing on the current down market for Bitcoin.

Revenue Sources:

The sole revenue source is the Bitcoin network. Miners validate transactions, converting electricity into computational power (or, "hash rate") which is then applied to complex mathematical problems in order to "solve" the transaction and validate it to the Bitcoin network. The "reward" (or revenue) generated from processing these transactions is newly minted Bitcoin. This Bitcoin can then be converted to US dollars via over-the-counter exchanges, private sales, or regulated US exchanges such as Coinbase.

Additional background on Bitcoin, Bitcoin Mining, Exchanges and the overall Market:

Bitcoin is a decentralized digital currency that enables instant payments to anyone, anywhere in the world. Bitcoin uses peer-to-peer technology to operate with no central authority: transaction management and transfer are carried out collectively by the network. Bitcoin uses public-key cryptography, peer-to-peer networking, and proof-of-work to process to verify payments. Bitcoins are sent (or signed over) from one address to another with each user potentially having many, many addresses. Each payment transaction is broadcast to the network and included in the blockchain so that the included Bitcoins cannot be spent twice. After an hour or two, each transaction is locked in time by the massive amount of processing power that continues to extend the blockchain. Using these techniques, Bitcoin provides a fast and extremely reliable payment network that anyone can use.

It is worth noting that Bitcoin is both the name of the cryptocurrency (or token) and the name of the

underlying network (or blockchain).

Bitcoin Miners/Network:

The network (or blockchain) is a decentralized ledger system. This means no one has control over it and each “mining site” operates autonomously and independently. The purposes of miners is simple: to validate transactions occurring on the Bitcoin blockchain. In exchange for their services and resources, miners are “rewarded” by the autonomous Bitcoin protocol issuing them a “block reward”, which is a certain amount of newly minted Bitcoin. Transactions are validated by using high powered computers (e.g., M30S machines made by Whatsminer or Bitmain S19s) to solve complex mathematical equations that require a tremendous amount of computational power (or, “hash rate”). This validation process is known as a “proof of work” concept. From a security prospective, many argue that a “proof of work” network is more secure as the economic cost of trying to hack the network would far outweigh the monetary value of what a hacker would receive because of the electricity cost.

Bitcoin Cryptocurrency:

Bitcoin, the cryptocurrency, is able to be sold or exchanged on both regulated and deregulated exchanges. Regulated exchanges are generally those that deal with fiat (e.g., government issued currencies) and report to a regulating authority of the specific jurisdiction. An example of a regulated in the U.S. is Coinbase. Unregulated exchanges are those that do not deal in fiat and allow for “crypto-to-crypto” transactions. These entities do not report to the jurisdictional regulators that would otherwise have jurisdiction should such exchanges deal in fiat. Additionally, Bitcoin, the cryptocurrency, can be converted to fiat (e.g., USD) through direct sales (e.g., peer to peer) or through an over the counter (“OTC”) deck, such as Cumberland.

Market:

Cryptocurrencies are volatile, making them hard to price and accurately value. However, as of early April 2020, the estimated market capitalization of all cryptocurrencies was approximately 230-250 billion per coinmarketcap.com, of which Bitcoin accounted for approximately 130-140 billion. For reference and scale, the market cap of PayPal (PYPL) is approximately 118 billion.

Bitcoin is the first cryptocurrency. It is also the largest and oldest cryptocurrency with the largest and most secure network.

Projected Initial Investment for the new business structure:

Rhodium 30mw LLC has been incorporated as a Delaware limited liability company, treated as a C corporation for US tax purposes. The Company is offering in the aggregate a 30% Membership Interest in the Company which shall be in the form of B-Units. A single Class A Voting Unit Member holds the remaining 70% Membership Interest in the Company and will be the only Member of the Company with voting rights. The form of the Company’s Operating Agreement, which must be accepted by all investors upon the Company’s acceptance of their subscription prior to their becoming a Member of the Company, is appended hereto as Exhibit “B”.

The Company will be 30% owned by the investors pursuant to the offering set forth in this Memorandum. The sole Class A Voting Unit Member of the Company holding the remaining 70% Membership Interest in the Company is Rhodium JV LLC, a Delaware limited liability company.

The structure of the Company is set forth in the section below.

Projected Initial Investment Use of Funds:

The Company projects the initial costs, including a working capital reserve for power costs, to set up the operation will be approximately \$ (31,000,000). The intended allocation of the \$31mm is as follows: 21mm in machines/fluids/installation/transportation costs, 6mm in building costs, and 4mm in a working capital reserve (which is intended to be approximately 1 year of prepaid power).

Business Terms of the power contract:

The Company has secured a fixed 5-year power contract with a maximum rate of 1.705 cents per kilowatt hour. It is possible, through partnership with the colocation power provider, that a lower rate will be achieved. However, all financial projections have assumed a 1.705 cents per kwh maximum rate. The Company anticipates utilization of the full 30mws of energy, resulting in an anticipated annual electricity bill of USD \$4-5mm dollars. Given the volatility of Bitcoin, we anticipate keeping a large cash reserve on hand for approximately 6-12 months of electricity, since electricity is almost all of the operating expenses incurred.

Business Terms of the land use agreement:

Whinstone US, Inc. (“Whinstone”) has a 10-year land lease from the landowner with the option to extend for an additional 30 years. Whinstone is in the process of contracting with Rhodium JV LLC and/or its affiliates and/or subsidiaries to construct a facility to house the operations of Rhodium 30MW LLC. The building for Rhodium 30MW LLC is anticipated to cost approximately \$6mm between materials and labor. Rhodium JV LLC will engage Whinstone to construct such building. It is worth noting that Whinstone has already constructed near identical buildings on the same plot of land for other clients. Therefore, the construction costs are predictable, and costs should not exceed the anticipated \$6mm. It is intended that Rhodium 30MW LLC will use 6mm of the proceeds to finance the building in the form of a 10-year prepaid lease payment (i.e., the life of the investment). For avoidance of doubt, Rhodium 30MW LLC will lease, not own, the building.

Business Terms of the hosting agreement:

Our site partner, Whinstone, serves as our power provider and site provider. Through the colocation hosting agreement presently being finalized, Whinstone will provide power and use of the land and electrical infrastructure. However, the building construction and outfitting of such building will be the responsibility of Rhodium JV LLC, which will then be leased to Rhodium 30MW LLC, as described above. The all-in cost of power and the hosting agreement is capped at 1.705 cents per kwh, or approximately 4-5mm per year. No additional lease payments are required.

Business Terms of the Bitcoin miner purchase agreement:

The Bitcoin mining machines are the most significant capital expenditure. The machines (model M30S) shall be purchased from Whatsminer, a China based manufacturer. We have signed a purchase contract whereby 10% of the deposit shall be placed on April 10, 2020 to secure the order at below market cost. An additional 40-50% is due at the end of April, with the balance being due when delivered. The Company intends to purchase 7,900 machines, but this amount could increase or

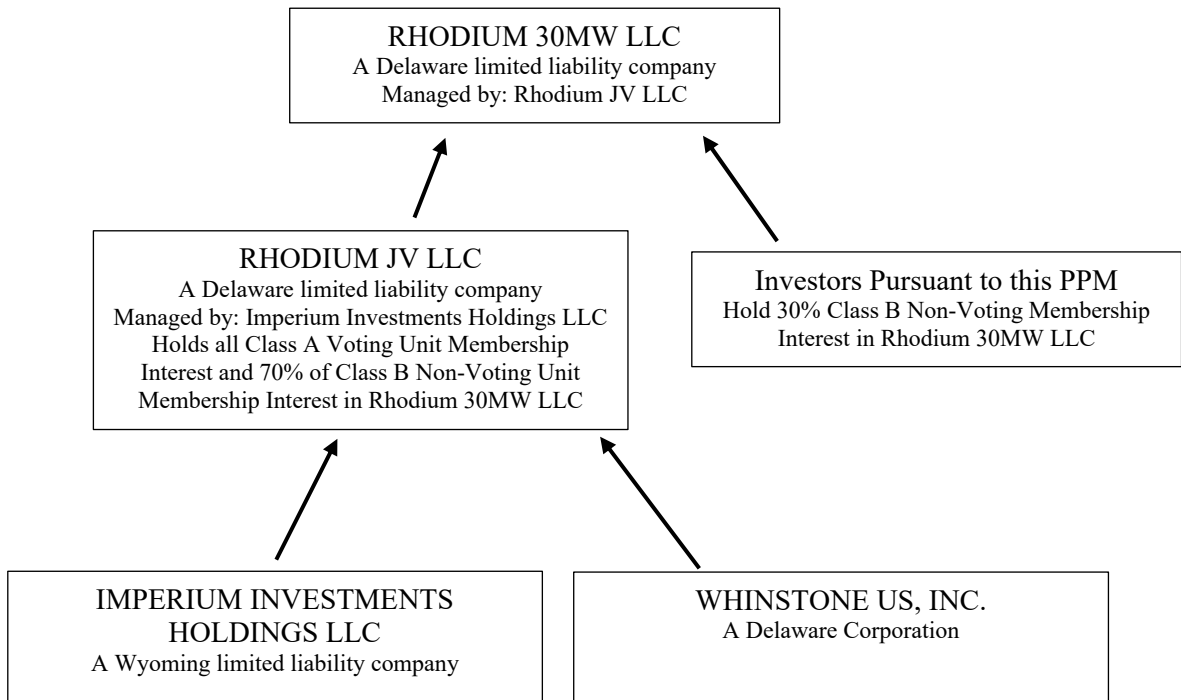
decrease depending on the amount of capital raised by the company. The contracts allow flexibility to convert the deposits into smaller orders if needed.

Other Operating Expenses:

Mining operations are largely automated. For this reason, we anticipate our 30mw mine to have no employees other than the C-suite who will each be paid a salary of \$150,000-\$200,000 with no bonus. The Company will also hire two highly skilled independent contractors to ensure prompt machine installation and near-zero downtime for the machines. We have already signed contracts with each of these independent contractors. The company may also seek to hire additional independent contractors on an as needed basis. For example, a bookkeeper's services may be sought, among other administrative services. We expect these costs to be minimal.

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STRUCTURE OF THE COMPANY



COMPANY MANAGEMENT TEAM

Cameron Blackmon

Cameron Blackmon is CEO and Co-Founder of Immersion Systems LLC. Prior to the formation of Immersion Systems, Cameron and his family owned and operated Blackmon Mooring and BMS CAT (BMS). Founded in 1948, BMS was the largest and oldest family-owned disaster recovery and property restoration company in the world, regularly performing large-scale projects ranging in size from \$1 million to over \$100 million.

Cameron began working at his family's company as soon as he became of legal working age. Throughout the years, Cameron held numerous positions ranging from Field Assistant in his early years to Corporate Director in his later years at the company. The various roles that Cameron held throughout his time at BMS resulted in a deep understanding of commercial construction and large-scale project management. Cameron was directly responsible for creating and operating a business segment at BMS, which generated in excess of \$30 million in annual revenues. Cameron was also responsible for the discovery and implementation of several new technologies at BMS, which led to significantly more efficient processes, improvements in customer satisfaction, and increased net profit.

With years of consistent annual company revenues in the hundreds of millions, the Blackmon family began to receive serious acquisition interest from a multitude of private equity firms. In mid-2019, Cameron and his family successfully negotiated an exit, selling to a private equity firm for \$330 million. Happy with the exit, Cameron and his brother Chase could then turn their full-time attention to another passion that they had been quietly working in the background, Immersion Systems. With a strong background in construction and project management, as well as a specialized knowledge of large-scale field operations, Cameron and his brother Chase work towards creating a new family legacy at Immersion Systems.

Chase Blackmon

Chase Blackmon is CTO and Co-Founder of Immersion Systems LLC. Prior to Immersion Systems, Chase also operated Blackmon Mooring and BMS CAT (AKA BMS), for the majority of his life. At the age of 14, he began working his way through the organization, learning from the ground up. Chase has served the positions of Warehouse Assistant, Technician, Supervisor, Superintendent, Project Coordinator, Director of Strategic Initiatives, and most recently as the Director of National Accounts. Chase managed thousands of large-scale projects over the course of his career, some of which were well over \$100 million dollars.

After 16 years of first-hand "field" experience, Chase decided to refocus his efforts away from field work and more towards his true passion, technology. As an older organization, BMS was behind the times when it came to newer, more efficient processes and technologies. Over the course of 5 years, Chase not only created new technologies by hand, but also executed and implemented new technologies throughout the organization. By refocusing his efforts, Chase was able to add several percentage points to the bottom line by significantly decreasing operating costs. At the same time, his projects helped propel BMS to the highest customer satisfaction levels ever achieved, constantly breaking new company records. Lastly, his projects grew several divisions of the company many times over, significantly bolstering top line revenue. As Chase refocuses his career at Immersion

Systems, he and his brother Cameron draw upon a family legacy of hard work, integrity, and ingenuity.

Nicholas Cerasuolo

Nicholas specializes in cross-border investment strategies, with deep expertise in fintech, cryptocurrency, and blockchain. Nicholas has significant operational experience with regards to legal entity structuring and architecting structured financial products for investors. Nicholas has advised on over 200 venture capital/private equity transactions ranging from \$5m to \$7b throughout his career. Additionally, Nicholas has advised on several successful initial coin offerings (ICOs) and hundreds of other blockchain/cryptocurrency transactions across a client portfolio of more than 100 operating companies and/or funds. Nicholas is a Certified Public Accountant (CPA) and Chartered Global Management Accountant (CGMA). Nicholas spent 11 years in M&A/public accounting at Deloitte and PwC before spinning out his own firm, Blockchain Tax Partners. Nicholas is an investor/operational partner in an Opportunity Zone Fund focused on Northeast US real estate markets, an active real estate investor/operator, and an investor/corporate strategy partner in a Bitcoin mining operation in Canada.

Nathan Nichols

Nathan has been engaged in the cryptocurrency industry since early 2017. After his, admittedly lucky, investment into Ethereum returned over 1,000%, he became fixated on cryptocurrency. This passion caused him to turn down his traditional CPA career path at KPMG and build a cryptocurrency accounting and tax preparation company during his senior year in college. From late 2017 through 2018, Nathan raised ~\$2M before the company was finally acquired in early 2019. After the acquisition, Nathan joined Immersion Systems LLC as the Vice President of Business Development. During this time, Nathan has brokered multi-million-dollar mining infrastructure deals, built meaningful relationships with the executives of hardware manufacturers, and advised multi-billion-dollar private equity funds involved in Bitcoin mining. Using this first-hand experience, Nathan created the investment thesis of becoming the lowest-cost producer in Bitcoin mining. This thesis allowed Nathan to fully subscribe a multi-million-dollar round in the private equity mining group he helped found.

RELATED PARTIES

Both Whinstone and the Management team of Rhodium 30MW LLC are equity holders, either directly or indirectly, through their direct or indirect holdings in Rhodium JV LLC. As such, the Company believes incentives have been appropriately aligned for the investment/assets to perform.

Whinstone, as the site and power provider, has agreed to provide power at a maximum rate of 1.705 cents per kwh, or the pass-through rate if lower. That is, Whinstone will not take a mark-up or margin on the power and has agreed to provide power at below market rates.

Whinstone will construct the building at the direction of Rhodium JV LLC. Whinstone is not taking a markup on the labor or material costs to construct the building. Additionally, upon completion, Rhodium JV LLC will not charge any additional rent payments for the use of the building to Rhodium 30MW LLC.

Immersion Systems LLC is the service provider that will install the immersion systems technology whereby the mining equipment is cooled via liquid cooling rather than air cooling. Immersion Systems is majority owned by Cameron Blackmon, Chase Blackmon and Nathan Nichols. As such, services will be provided at cost with no markup on materials or labor at significantly below market rates.

SUMMARY OF THE OFFERING

THIS SUMMARY OF CERTAIN PROVISIONS OF THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM IS INTENDED ONLY FOR EASE OF REFERENCE, IS NOT A COMPLETE PRESENTATION OF ALL RELEVANT FACTS AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE DETAILED INFORMATION APPEARING ELSEWHERE IN THIS MEMORANDUM, INCLUDING THE ATTACHMENTS HERETO. THIS MEMORANDUM DESCRIBES IN DETAIL NUMEROUS ASPECTS OF THE COMPANY AND ITS BUSINESS WHICH ARE MATERIAL TO INVESTORS, INCLUDING ASPECTS SUMMARIZED HERE. THE ENTIRE MEMORANDUM SHOULD BE READ AND UNDERSTOOD BY PROSPECTIVE INVESTORS. INVESTMENT IN THE SECURITIES IS VERY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. NO ONE SHOULD INVEST IN THE SECURITIES WHO IS NOT IN A POSITION TO LOSE HIS, HER OR ITS ENTIRE INVESTMENT. SEE “RISK FACTORS” ON PAGE 27 HEREOF.

The Company reserves the right to increase or decrease the number of B-Units offered hereby and the price per B-Unit, to approve or disapprove each investor and reject any subscriptions in whole or in part, in the Company’s sole discretion.

<i>Securities Offered.....</i>	The Company is offering for sale up to \$30,000,000 in Promissory Notes and \$1,000,000 in B-Units valued at \$10,000 per unit (100 units total in the offering) for investment by persons who are Accredited Investors (as such term is defined in Rule 501 of Regulation D under the Securities Act). B-Units of the Company are payable in cash upon subscription. The Company reserves the right in its sole discretion to increase the size of the offering.
<i>Full Unit Pricing.....</i>	\$30,000,000 in total Promissory Notes, \$1,000,000 in B-Units (at \$10,000 per B-Unit).
<i>Units Authorized.....</i>	100 B-Units.
<i>Units Outstanding.</i>	233.34 B-Units owned by Rhodium JV LLC; 100 B-Units offered through this Memorandum.
<i>Makeup of Each Unit.....</i>	Accredited investors shall be offered a Secured Promissory Note from the Company equal to an amount of their choosing plus an amount of B-Units based on the standard allocation. The Promissory Note represents bona fide debt. Assuming a \$1mm

investment, the amount prescribed to the Promissory Note shall be \$967,742 and the amount prescribed to the B-Units shall be \$32,258, or approximately 1% of equity.

<i>Note Interest Rate</i>.....	The Notes shall bear an interest rate equal to the March 2020 applicable federal rate found in Rev. Rul. 2020-1, Table 1, of 1.60%, compounded annually.
<i>Note Maturity</i>.....	The maturity date of the Notes shall be 36 months, with interest payable at each anniversary of the Notes and a balloon payment of all unpaid principal and accumulated interest at the third anniversary.
<i>Note Ranking</i>.....	All Promissory Notes shall rank <i>pari passu</i> with the other Promissory Notes as to the priority of security. The Company intends that any payments, prepayments or conversion with respect to the Promissory Notes shall be made <i>pro rata</i> among the investors.
<i>Use of Proceeds</i>.....	The proceeds from the offering will be used to acquire new equipment, pay operating expenses, make necessary leasehold improvements, pay professional fees, and provide working capital to maintain the Company's liquidity. Offering expenses are estimated to be \$50,000. See "Use of Proceeds"
<i>Operating Agreement</i>.....	Each investor shall agree that, in the event the Company accepts his, her or its subscription, said investor shall execute and become subject to the Company's First Amended Operating Agreement, the form of which is attached to this Memorandum as <u>Exhibit "B"</u> (the " <u>Operating Agreement</u> "), which restricts the sale or transfer of member interests and provides for a right of first refusal in favor of the Company and its Class A Voting Unit members, as well as, drag-along rights and lock-up obligations. See "Restrictions on Transferability of Securities."
<i>Voting Rights</i>.....	The holder of each B-Unit shall have no voting rights.

Liquidation Preferences..... If there is any liquidation, dissolution, or winding up of the Company, either voluntary or involuntary (“Liquidation”), each B-Unit holder will be entitled to receive, prior and in preference to any distribution to the holders of the Company’s Class A Voting Units, an amount equal to the B-Unit’s pro rata share of the liquidation proceeds, after the necessary assets/cash has been used to pay off any final taxes owed by Rhodium 30MW LLC in liquidation. If amounts legally available for distribution to Class B Unit Holders are insufficient to pay all Members, all available funds will be paid ratably among the Class B Members, so that each Class B Member receives the same amount with respect to each Unit held by them.

For a more complete description of Liquidating Distributions, see the Operating Agreement.

Risk Factors..... The Promissory Notes and B-Units offered hereby involve a high degree of risk. See “Risk Factors” set forth in this Memorandum.

Restrictions on Resale..... The Securities will be subject to substantial limitations on resale or transfer pursuant to the provisions of applicable federal and state securities laws, and with respect to the B-Units, (i) contractual restrictions on transfer included in the Operating Agreement relating thereto, and (ii), compliance with the terms of the Subscription Agreement. The Securities will be “restricted securities” under the Securities Act and transferability will be subject to substantial limitations on resale or other transfer. See “Restrictions on Transferability of Securities” and “Risk Factors”.

How to Invest..... Each investor must:

- (a) Execute and deliver the Subscription Agreement attached hereto as Exhibit A and complete, execute and deliver the Investor

Questionnaire attached hereto as Exhibit F.

(b) Wire the total subscription funds in accordance with the Wire Instructions attached hereto as Exhibit G.

(c) Execute and deliver the Operating Agreement attached hereto as Exhibit B.

Who May Invest..... Subscriptions will be accepted only from Accredited Investors (as such term is defined in Rule 501 of Regulation D under the Securities Act).

Foreign Investors..... The Securities are being made available to foreign investors with whom or which the Company is familiar and as to whom or which the Company has determined participation would not be unlawful or prohibited.

Investor Suitability..... This Offering will be made pursuant to exemptions from registration provided by Section 4(2) of the Act, Regulation D promulgated thereunder, and exemptions available under applicable state securities laws and regulations. Persons desiring to invest in the Company will be required to make certain representations and warranties regarding their financial condition in the Subscription Agreement attached hereto as Exhibit A. Such representations include, but are not limited to, certification as to whether the investor is an accredited investor. The Company reserves the right to reject any Subscription in whole or in part in its sole discretion. See “Suitability Standards.”

THE SUBSCRIPTION AGREEMENT INCLUDES CERTAIN REPRESENTATIONS AND WARRANTIES OF THE INVESTOR ON WHICH THE COMPANY WILL RELY IN DETERMINING WHETHER TO ACCEPT THE SUBSCRIPTION. PROSPECTIVE INVESTORS ARE URGED TO READ THE SUBSCRIPTION AGREEMENT CAREFULLY AND, TO THE EXTENT THEY DEEM APPROPRIATE, TO DISCUSS THE SUBSCRIPTION AGREEMENT, THIS MEMORANDUM AND THEIR PROPOSED INVESTMENT IN THE SECURITIES WITH THEIR LEGAL OR OTHER ADVISORS.

Plan of Distribution..... The Promissory Notes and B-Units are being offered on a “best-efforts” basis by the Company. The Offering will remain open until the Offering is reached, or until July 1, 2020 unless earlier terminated or extended for up to 60 days by the Company at the Manager’s sole discretion.

Subscriptions..... Investors who wish to subscribe for the Units may do so by executing the Subscription Agreement attached hereto as Exhibit A and delivering the completed materials and payment for the Units to the Company. A subscription may not be considered for acceptance unless it is completely filled out and properly executed and is accompanied by payment in full for the Units which are being purchased. Subscriptions accompanied by payment in the form of a personal check, if accepted, will be so accepted conditioned upon and subject to clearance of the check and the Units will not be delivered until the check clears. Funds accompanying any subscription not accepted by the Company will be promptly returned to the Investor without interest thereon or deduction therefrom.

Right of First Refusal..... The Company reserves the right to purchase the B-Units from the B-Unit holder or Member pursuant to the right of first refusal provisions set forth in Article 9 of the Company’s Operating Agreement.

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RISK FACTORS

THE SECURITIES BEING OFFERED INVOLVE A HIGH DEGREE OF RISK AND, THEREFORE, SHOULD BE CONSIDERED EXTREMELY SPECULATIVE. THEY SHOULD NOT BE PURCHASED BY PERSONS WHO CANNOT AFFORD THE POSSIBILITY OF THE LOSS OF THE ENTIRE INVESTMENT. PROSPECTIVE INVESTORS SHOULD READ THE ENTIRE PRIVATE PLACEMENT MEMORANDUM AND CAREFULLY CONSIDER, AMONG OTHER FACTORS, THE FOLLOWING RISK FACTORS.

The Company intends to become profitable with its focus on the mining of Bitcoin. The risks and uncertainties are not limited to those described below. Additional risks and uncertainties not known to the Company or ones known now, but believed to be less significant, could also weaken the business. The following risks and uncertainties exist or may exist in the future:

LEASE RISKS. The premises from which the Company will commence operations are within a data center currently under construction and located on a 32,000 acre property in Milam County, Texas called Sandow Lakes Ranch that is owned by Alcoa USA Corp. (“Alcoa”) and which is leased to Whinstone U.S. Inc., a Louisiana based data center company (“Whinstone”). Whinstone, in turn, as sublessor, plans to enter into a land use agreement with Rhodium JV LLC and/or the Company, as sublessee, in which the Company will pay for the development of the mining facility in the form of a prepaid rent payment in exchange for the right to use that facility for ten (10) years without any additional payments. Pursuant to the Alcoa lease, Whinstone is required to obtain consent from Alcoa for any proposed sublease arrangements. There is a risk that Alcoa might refuse consent, delay its consent or condition its consent on terms that would have a material adverse effect on the Company’s profitability. Further, if Whinstone should breach its lease with Alcoa, it could jeopardize the consummation of the planned land use agreement or jeopardize the Company’s ability to commence or continue its operations at the facility pursuant to that agreement. Lastly, the permitted use under the lease is for a data center, not a Bitcoin mining operation. It is unclear whether Alcoa would consider a Bitcoin mining operation to fall within the “data center” permitted use. If not, then it would be necessary for Whinstone to amend its lease with Alcoa to enable the use of the premises as a Bitcoin mining operation. There is a risk that Alcoa may decline to do so.

ENVIRONMENTAL CONTAMINATION RISKS. The premises from which the Company will commence operations are located on a property with known environmental contamination. Exhibit J of the Alcoa lease sets forth certain possible recognized environmental conditions that impact the property and the premises. Among these are restrictions on groundwater use due to the presence of industrial waste and other contaminants that exceed federal limits for human consumption. There is also a 169-acre landfill on the property that is owned and operated by Luminant. The landfill has been primarily used to dispose of coal-ash, a heavy metal-laced byproduct of burning coal at the now-shuttered Alcoa aluminum smelter on the property. An environmental group has claimed that testing of groundwater around the landfill indicated that heavy metals from the coal-ash had made their way into the groundwater. The analysis showed that concentrations of arsenic, mercury, cobalt and lithium were well over the federal limits for human consumption and could present significant risk to human health. Prolonged exposure to these sorts of contaminants can result in health risks, including nervous system damage. This poses a risk of increased scrutiny of the property by governmental regulators, a risk that the site may be temporarily or permanently closed by governmental regulators, a risk of increased litigation by personnel working on site, and a risk that further remediation activity may be required, which may be disruptive to the Company’s operations.

Moreover, these risks could have an adverse effect on the Company's ability to adequately and cost-effectively insure its operations.

ZONING RISKS. Although the city of Rockdale has previously expressed interest in the concept of both a data center and a Bitcoin mining operation at Sandow Lakes Ranch, and although the permitted use under the lease is for a data center, it is unclear whether such uses are permitted under current zoning. If they are not, then there is a risk that zoning relief will not be granted and mining operations will be unable to be commenced at the premises. An examination of current zoning is presently being undertaken.

SITE ACCESS RISKS. The premises can only be accessed via certain specified access points. The Alcoa lease also prohibits Whinstone from providing unescorted access to the premises by personnel other than Whinstone personnel. There is a risk that Alcoa would consider unescorted access to the premises by Rhodium personnel to be a violation of the lease. There is also a risk that Rhodium personnel would have difficulty gaining access to the premises at times when such access is needed. It may be possible for Whinstone to gain unescorted site access for Rhodium personnel pursuant to the sublease consent procedure discussed above. However, there is a risk that Alcoa will not permit such unescorted access. It may be possible for cameras to be installed that provide continuous 24-hour surveillance of the premises and mining equipment. However, the lease as presently formulated does not explicitly grant permission for such surveillance. If Rhodium personnel are unable to have unfettered access to the premises, it creates a risk of avoidable downtime due to the inability to perform maintenance or make repairs when needed, and a risk of avoidable damage to equipment for the same reason.

RISK OF DISRUPTION OF ELECTRICAL SERVICE TO PREMISES. The Company's mining operations will be heavily dependent on a continuous supply of large amounts of electricity to the premises. There is a risk that this supply may be disrupted. Such disruption can be caused by utility company transmission equipment downtime due to maintenance or equipment failure. Such disruption can also be caused by adverse weather conditions, strikes, lockouts, labor shortages, or other *force majeure* events. Disruption of electrical service to the premises could result in disruption to the Company's mining operations and affect the Company's ability to operate efficiently and profitably.

RISK OF DISRUPTION OF INTERNET ACCESS TO PREMISES. The Company's Bitcoin mining operations will be heavily dependent on continuous high-speed broad-band Internet access. There is a risk that this access may be disrupted. Such disruption can be caused by Internet service provider equipment downtime due to maintenance or equipment failure. Such disruption can also be caused by adverse weather conditions, strikes, lockouts, labor shortages, or other *force majeure* events. Disruption of high-speed broad-band Internet access to the premises will result in disruption to the Company's mining operations and affect the Company's ability to operate efficiently and profitably.

MINING EQUIPMENT SUPPLIER RISKS. The Company plans to acquire its Bitcoin mining equipment either directly or indirectly from Shenzhen Sibaichuang Trading Co., Ltd., a manufacturer of Bitcoin mining equipment located in Shenzhen, China ("Miner Supplier"). The Company will be procuring a total of 9,700 miners from the Miner Supplier at a total cost of more than \$15 million. More than \$1.5 million is due on or before April 10, 2020, in order to lock in the substantially discounted unit price. More than \$7.5 million is then due on or before April 30, 2020. The remainder of the purchase price is due prior to the expected delivery date in early September

2020. The Company expects that part of this transaction may involve an intermediary company, Pine Grove Consulting, Inc., a Delaware corporation, which would acquire a portion of the 9,700 miners directly from the Miner Supplier and enter into an installment sale with the Company with respect to that portion. The purpose of this arrangement will be to monetize the Company's financial risk with respect to that portion over a longer time period. Negotiation of the agreement memorializing this arrangement has not yet been completed. There is a risk that the Company will be unable to raise enough funds necessary to finance the full amounts of payments owed to the Miner Supplier for the Bitcoin mining equipment, which could result in forfeiture of the initial payments, litigation by the Miner Supplier for breach of contract, or a smaller number of Bitcoin miners being delivered in an amount proportionate to the payment made. If litigation takes place between the Company and the Miner Supplier, it will be in China, which presents the risk of higher litigation expenses. There is a risk that the Miner Supplier will go out of business before the Bitcoin miners are shipped. There is a risk that some or all of the Bitcoin miners will be defective or nonconforming. There is a risk that shipment of some or all of the Bitcoin miners will be delayed due to circumstances beyond the Company's control, such as disruption of the Miner Supplier's supply chain, problems with shipping, or other *force majeure* events. If the full quantity of Bitcoin miners is not shipped, or shipment is delayed, or if some miners need to be returned, it will negatively impact the Company's revenue and anticipated financial performance. Lastly, there is a risk that the agreement between the Company and Pine Grove for the Company's installment purchase of the miners will either fail to be executed, or fail to be negotiated on optimal terms, which would have a material adverse effect on the Company's ability to procure the quantity of miners planned, and a material adverse effect on the Company's revenue and anticipated financial performance.

POWER SUPPLIER RISKS. The Company's business model depends on obtaining large quantities of electricity at very favorable rates. Whinstone has procured favorable electricity rates for use at the premises. The Company is in the process of negotiating an agreement with Whinstone pursuant to which Whinstone will provide, amongst other services, electricity to the premises at rates representing a pass-through to the Company of the same rates Whinstone is receiving. However, the Company will also have certain obligations under this agreement. If the Company should fail to meet any of its obligations, it could result, amongst other things, in a loss of the favorable electricity rate or a loss of electricity service to the premises. Additionally, if Whinstone should breach its agreement with the electricity service provider, then Whinstone will lose the favorable rate it receives for electricity and be unable to pass that favorable rate along to the Company. These risks present the risk of the Company being unable to operate efficiently or profitably. Further, under the proposed agreement between Whinstone and the Company, the Company will be obligated to pay to Whinstone at least 80% of the cost of a specified electricity consumption amount, even if the actual consumption amount is lower. This presents the risk of the Company paying for electricity it does not use. Additionally, the sale of energy is highly regulated. There is a risk that government regulation could adversely impact the manner or pricing at which the electricity is being supplied. Lastly, there is a risk that the agreement is not executed or fails to be negotiated on terms favorable to the Company.

ELECTRICITY PRICING VOLATILITY RISK. Although Whinstone will be passing through to the Company with no mark up the favorable electricity rates it is receiving, there is still a pricing volatility risk as it relates to the pricing that Whinstone itself receives from its electricity supplier. If the cost of electricity increases, it could have a material adverse effect on the Company's ability to operate profitably.

HOSTING SERVICES RISKS. The Company is in the process of negotiating an agreement with Whinstone pursuant to which Whinstone will provide, among other services, hosting services for the Company's mining operations at the premises. The hosting agreement will include, amongst other things, specifications for temperature and ventilation that should be maintained at the premises, escorted access by Company personnel to the premises, and maintenance and remote hands services. Pursuant to the proposed agreement, Whinstone personnel, and not Company personnel, will be responsible for physical security, IT security, equipment parts storage, inventory management, and mining equipment setup and installation. Whinstone's personnel may not be as well experienced or have as much expertise as Company personnel in performing certain of these services. There is also a risk that the Company will have less control over the means and manner in which the services are performed, which may result in an increased risk of downtime or security breaches. The hosting fees payable under the proposed agreement are variable, which could result in diminished Company profitability over certain periods. Lastly, there is a risk that the agreement is not executed or fails to be negotiated on terms favorable to the Company.

RISK OF DAMAGE TO MINING EQUIPMENT. The Company's mining operations will be heavily dependent on the continuous and efficient operation of the miners that will be located at the premises. There is a risk that a power surge, severe storm or other inclement weather event, a fire that activates the sprinkler system at the premises, a flood, a partial or complete collapse of the structure, or mistakes made by Company personnel in the use of dielectric fluid designed to cool the miners or the firmware designed to overclock them, would result in damage to the Company's mining equipment. If any such damage occurs, it will result in one or more miners becoming disabled or "offline," which will in turn affect the Company's ability to operate efficiently and profitably. Although disabled or damaged miners can be replaced, the delay in procuring and bringing new equipment online will still negatively impact revenue generated by the Company's mining operations.

RISK OF OBSOLESCENCE OF MINING EQUIPMENT. The Company anticipates that the mining equipment it has ordered will be productive for several years. However, newer Bitcoin mining technology will eventually become available that will render the Company's mining equipment obsolete. The Company cannot predict how quickly advances in technology will happen. There is a risk that the Company's Bitcoin mining equipment will become obsolete sooner than expected and require upgrades or replacements. Under such circumstances, the costs associated with such upgrades or replacements will adversely affect the Company's profitability.

RISK OF THEFT AND VANDALISM. There is a risk of loss on account of vandalism or theft. The Company's facility and the equipment located there could be damaged on account of vandalism. In addition, there is a risk that one or more of the miners or other equipment could be stolen. If any such theft or vandalism occurs, it will result in diminished mining capacity until such time as the damaged or stolen equipment can be repaired or replaced. The diminished capacity will result in revenue reduction and increase the difficulty in operating the Company efficiently and profitably.

RISK OF VOIDING THE WARRANTY ON THE MINING EQUIPMENT. The Company plans to optimize its power consumption by immersing the miners in dielectric fluid for cooling purposes. It is likely that doing so will void the warranty on the miners offered by the Miner Supplier. The Company believes that the benefits of immersive cooling outweigh the detriments associated with having no recourse available under the warranty. Although the Company will test each miner prior to placing the miner in dielectric fluid, it is possible that defects in mining equipment may not present themselves until after being immersed. In such cases, replacement of

the miner via recourse to the Miner Supplier warranty may be unavailable and it will be necessary for the Company to absorb the full cost of replacement.

RISK OF INCLUDING FOREIGN INVESTORS. The Company may accept Investors who are “Non-U.S. Persons,” in which case interest payments and distributions made to such an investor by the Company could be subject to withholding taxes. The amount of tax due from a Non-U.S. Person depends on the terms of any tax treaty between such Non-U.S. Person’s country and the U.S. The Non-U.S. Person will have to obtain a U.S. taxpayer identification number and file a U.S. tax return in order to obtain a refund of the withheld tax, if any is due. If the Company fails to properly withhold on such payments, the Company could remain liable for a Non-U.S. Person’s individual tax liabilities. There is a further risk that a Non-U.S. Person Investor could be named on the Treasury’s list of “Specially Designated Nationals,” “Blocked Persons,” or “Sanctioned Countries or Individuals,” which, if undiscovered, could result in an enforcement action against the Company by the Treasury and/or other federal agencies.

DEBT SUBORDINATION RISK. The bona fide debt evidenced by the Promissory Notes could become subordinated in priority to other debt that the Company may incur in the future. This includes future debt associated with a refinance of the build out expenses of the premises, financing of new equipment, and other financing in which the Company may engage. If the debt owed to investors is subordinated and there is any impairment of the Company’s ability to repay its creditors, it could result in a loss of part or all of the amount loaned to the Company by investors pursuant to the Promissory Notes being offered as part of this offering.

BITCOIN PRICING VOLATILITY RISK. The Company plans to mine Bitcoin and then batch liquidate it through such means and on such terms and timing as the Manager deems appropriate. The determination as to optimal timing involves some degree of speculation as to the right time to sell Bitcoin on capital markets. There could be instances in which Bitcoin is sold at a loss. To mitigate against this risk, the Company may, at times, purchase futures contracts to hedge against Bitcoin pricing. Nevertheless, there is a risk of loss in value of the Bitcoin assets due to the pricing volatility and, hence, a risk that revenue generated by the Company’s mining operations will, at times, be lower than anticipated.

CUSTODIAL RISK. There is a custodial risk associated with Bitcoin mining rewards. A hot wallet maintained by the Company could be hacked, and cold wallet maintained by the Company could be stolen, lost or destroyed, in either case resulting in loss of access to the Bitcoin mining rewards to which the wallets correspond and hence, loss of value of Company assets. Similarly, a best-in-class third-party custody arrangement such as one offered by Coinbase Custody or BitGo Custody is nevertheless susceptible to hacking or network penetration, again resulting in loss of access to the Bitcoin assets, and hence, loss of value of Company assets. If Bitcoin assets are lost prior to liquidation, it will result in overall loss of revenue from the Company’s mining operations, which could have a material adverse effect on the returns received by investors.

COUNTERPARTY RISK. The success of the Company’s operations will depend in part on the reliability of third parties upon which the Company will need to rely in order to effectively carry out its business plans. The Company will likely join a Bitcoin mining pool in order to maximize its return on power consumption. However, if other parts of the pool are hacked or breached, it could result in loss of a day’s worth of Bitcoin mining reward for the entire pool, including the Company. The Company will likely rely on exchanges such as Coinbase or on OTC providers, such as Cumberland or SDM, for batch liquidation of its Bitcoin assets. If any of these exchanges or OTC

providers are hacked or breached, it could result in the Company's inability to realize any cash in exchange for the Bitcoin assets being liquidated as part of that transaction. There is no way to cost effectively insure against this risk of loss. If a loss occurs, it will have a material adverse impact on the Company's revenue, which could have a material adverse effect on the returns received by investors.

LACK OF INSURANCE. The assets of the Company are not insured by and government insurer except to the extent portions may be deposited in bank accounts insured by the Federal Deposit Insurance Corporation or with brokers insured by the Securities Investor Protection Corporation and such deposits and securities are subject to such insurance coverage.

THE COMPANY DOES NOT HAVE FUNDS REQUIRED TO FULFILL ITS BUSINESS PLAN. The Company anticipates entering into contracts to obtain mining equipment, electricity, hosting services, land use, and other equipment and services at favorable rates. The contracts presently under negotiation require expenditures by the Company of substantial amounts of capital in advance and prior to the Company's ability to generate revenue from its operations. The Company does not presently have the funds required to fulfill its business plan and must rely upon funding provided by its investors for this purpose.

THE COMPANY MAY USE MORE CASH THAN GENERATED. As noted, the Company anticipates entering into contracts to obtain mining equipment, electricity, hosting services, land use, and other equipment and services at favorable rates. The Company's initial start-up costs may be higher than anticipated and the Company may need to raise additional capital in the future to begin operations. The Company may not be able to find additional financing, if required, on favorable terms or at all. If additional funds are raised through the issuance of equity, equity-related or debt securities, these securities may have rights, preferences or privileges senior to those of the rights of the Units, and the Members may experience additional dilution to their equity ownership.

ABSENCE OF PUBLIC MARKET. The Company does not anticipate that a trading market will develop for the Units. The Company has no plans to register or bid its securities on any exchange. Purchasers of the Units offered hereby may have difficulty selling should they desire to do so. The Units offered herein will be deemed "restricted securities" as defined in the Securities Act, and may not be sold, transferred or otherwise disposed of except under certain limited circumstances and conditions. Furthermore, it is unlikely that a lending institution will accept the Units as pledged collateral for loans even if a regular trading market does develop.

NO FIRM COMMITMENTS TO PURCHASE PROMISSORY NOTES AND B-UNITS. The Promissory Notes and B-Units will be sold on a "best efforts" basis. No commitment exists by anyone to purchase all, or any portion of the Promissory Notes and B-Units being offered. The Company can give no assurance that any of the Promissory Notes and B-Units will be sold.

NO ASSURANCE OF PROFITABILITY. The Company is newly formed and, therefore, has limited operating history. It has not yet generated revenues from its business operations. There can be no assurance that the Company will be profitable or that your investment in whole or in part will be returned.

RISK OF MANAGEMENT CONFLICTS OF INTEREST. The Company's managers may allocate their time to other businesses thereby causing conflicts of interest in their determination as to how much time to devote to the Company's affairs. The managers may be engaged in other

business endeavors and are not obligated to contribute any specific number of hours per week to the Company's affairs. If the other business affairs of the Company's managers require them to devote more substantial amounts of time to such affairs, it could limit their ability to devote time to the affairs of the Company, which could have a negative impact on the Company's ability to operate efficiently.

RISK OF WHINSTONE CONFLICTS OF INTEREST. As noted above, Whinstone is providing the premises, electricity and hosting services for this project. Whinstone is also a member of Rhodium JV LLC, which in turn is the owner of all Class A Voting Units in the Company. If a dispute arises between the Company and Whinstone in connection with the premises, electricity and hosting services being supplied by Whinstone, it could result in a conflict of interest between the Company and one of the Company's ultimate beneficial owners.

SECURITY BREACHES. Any security breach caused by hacking, which involves efforts to gain unauthorized access to information or systems, or to cause intentional malfunctions or loss or corruption of data, software, hardware or other computer equipment, and the inadvertent transmission of computer viruses, could result in the halting of the Company's operations or a loss of the Company's assets.

RISK TO DIGITAL ASSET NETWORKS FROM MALICIOUS ACTORS. If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains a majority of the processing power dedicated to mining on certain digital asset networks, it may be able to alter the blockchain on which the digital asset transaction relies by constructing alternate blocks if it is able to solve for such blocks faster than the remainder of the miners on the digital asset network can add valid blocks. In such alternate blocks, the malicious actor or botnet could control, exclude or modify the ordering of transactions, though it could not generate new digital assets or transactions using such control. Using alternate blocks, the malicious actor could double spend its own digital assets and prevent the confirmation of other users' transactions for so long as it maintains control. To the extent that such malicious actor or botnet does not yield its majority control of the processing power on various digital asset networks or the digital asset community does not reject the fraudulent blocks as malicious, reversing any changes made to the blockchain may not be possible. Such changes could adversely affect an investment in the Company or the ability of the Company to transact.

STOLEN OR INCORRECTLY TRANSFERRED DIGITAL ASSETS MAY BE IRRETRIEVABLE. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of digital assets or a theft of digital assets generally will not be reversible, and the Company may not be capable of seeking compensation for any such transfer or theft. It is possible that, through computer or human error, or through theft or criminal action, the Company's digital assets could be transferred in incorrect amounts or to unauthorized third parties. To the extent that the Company is unable to seek a corrective transaction with such third party or is incapable of identifying the third party which has received the Company's digital assets through error or theft, the Company will be unable to revert or otherwise recover incorrectly transferred digital assets. To the extent that the Company is unable to seek redress for such error or theft, such loss could adversely affect an investment in the Company.

DEPENDENCE ON MANAGEMENT. The Company will rapidly and significantly expand its operations and it anticipates expansion of its operations. The rapid growth will place, and is expected to continue to place, a significant strain on the Company's management, operational, and financial

resources. The Company's success is dependent on its current management personnel for the operation of its business. The incapacitation of any one or more of the Company's current management personnel could result in impairment of the Company's ability to properly or effectively manage its affairs and consequent investment losses.

BROAD DISCRETION IN APPLICATION OF PROCEEDS. The management of the Company has broad discretion to adjust the application and allocation of the net proceeds of this Offering in order to address changed circumstances and opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of the management of the Company with respect to the application and allocation of the net proceeds hereof. The net proceeds from the Offering will be applied to the current model and growth strategy found under "Use of Proceeds". See "Use of Proceeds" above.

IMMEDIATE AND SUBSTANTIAL DILUTION. An investor in this Offering may experience immediate and substantial dilution. The Company may provide subsequent offerings.

LACK OF AUDITED FINANCIAL STATEMENTS. The Company had no prior operations or financial statements.

LIMITED REPORTING. The Company will provide quarterly unaudited reports of Company activity. As a result, holders of Units will not be able to evaluate the Company's activity at shorter intervals.

BITCOIN MARKET AND PRICE. The market and price for Bitcoin generated by the Company can be highly volatile. Although the Company feels that it is well positioned to mine Bitcoin, the market could become less favorable, which may reduce revenues and net income.

NO ASSURANCE THAT MINING REWARDS WILL MAINTAIN VALUE. There is no assurance that mining rewards in the form of Bitcoin will maintain their long-term value in terms of future purchasing power or that Bitcoin will remain widely accepted as a mechanism of exchange for cash or other securities or commodities.

OTHER RISKS ASSOCIATED WITH BITCOIN MINING. If rewards and transaction fees are not properly matched to the efforts of miners, miners may not have an adequate incentive to continue mining. Miners ceasing operations could reduce the collective processing power on the Bitcoin network, adversely affect the validation process for transactions, and, generally, make the network more vulnerable. Further, if a single miner or a mining pool gains a majority share in the Bitcoin network's computing power, the integrity of the block chain may be affected. A miner or mining pool could reverse Bitcoin transactions, make double-spend transactions, prevent confirmations or prevent other miners from mining valid blocks. Each of these scenarios could reduce confidence in the validation process or processing power of the network, and adversely affect Bitcoin's value, the Bitcoin network and/or an investment in Bitcoin. As the number of Bitcoin awarded for solving a block in the block chain decreases, the incentive for miners to continue to contribute processing power to the Bitcoin network may transition from a set reward to transaction fees. Either the requirement from miners of higher transaction fees in exchange for recording transactions in the block chain or a software upgrade that automatically charges fees for all transactions may decrease demand for Bitcoin and prevent the expansion of the Bitcoin network to retail merchants and commercial businesses, resulting in a reduction in the net asset value. To the extent that any miners cease to record transactions in solved blocks, transactions that do not include the payment of a

transaction fee will not be recorded on the block chain until a block is solved by a miner who does not require the payment of transaction fees. Any such delays in the recording of transactions could result in a loss of confidence in the Bitcoin network, which could adversely impact Bitcoin's value, the Bitcoin network and/or an investment in Bitcoin.

FUTURE GOVERNMENT REGULATION MAY ADD TO OPERATING COSTS. The Company operates in an environment of uncertainty as to potential government regulation. Extreme volatility and illiquidity in markets has in the past led to, and may in the future lead to, extensive governmental intervention. We believe that we may be subject to direct regulation. Laws and regulations may be introduced, and court decisions may affect our business. Any future regulation may have a negative impact on the business by restricting the method of operation or imposing additional costs. It is impossible to predict when these restrictions will be imposed, what the interim or permanent restrictions will be, and/or the effect of such restrictions on the Company's business strategy.

RISK ASSOCIATED WITH CURRENT OR FUTURE PANDEMICS. The COVID-19 pandemic has resulted in disruption to the global supply chain and shuttering of businesses in countries throughout the world due to government attempts to control the spread of the virus and prevent collapse of their health care systems. There is a risk that the COVID-19 pandemic or another future pandemic could disrupt the Company's business in several ways. For example, it could interfere with supply of miners and mining equipment. It could also interfere with the supply of spare parts and other supplies needed to effectively operate the Company's immersion systems. Lastly, but importantly, it could affect management's ability to effectively manage the Company if any members of Company management should become hospitalized for long periods of time. Disruptions caused by the current or future pandemics could affect the Company's ability to operate efficiently or profitably and have a material adverse effect on investors' returns on their investments.

DETERMINATION OF THE OFFERING PRICE. The offering price for the B-Units sold in this offering has been determined by the Company. Among the factors considered are prevailing market conditions, estimates of business potential of the Company, the present state of the Company's development and other factors deemed relevant. The offering price does not necessarily bear any direct relationship to asset value or net book value of the Company.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Company. Prospective Members should read the entire Memorandum and the Operating Agreement and consult with their own advisers before deciding whether to invest in the Company. In addition, as the Company's investment program develops and changes over time, an investment in the Company may be subject to additional and different risk factors.

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SUMMARY OF RISK FACTORS

The Company is a start-up, early stage company in an industry that is challenging and competitive. There is a substantial risk that the Company may fail, either because the market becomes price competitive, regulatory, commercialization barriers, or other unforeseen barriers that can't be overcome. Raising capital to fund early stage companies is difficult and, there is therefore a substantial risk that the Company could find it impossible to continue to fund its operations and be forced out of business as a result. See "Risk Factors" above for a more complete discussion of risk factors bearing on an investment in the Company.

USE OF PROCEEDS

The Company expects the net proceeds of this offering to be used to acquire new equipment, pay operating expenses, make necessary leasehold improvements, pay professional fees, and provide working capital to maintain the Company's liquidity.

DESCRIPTION OF SECURITIES

The Company has authorized Promissory Notes along with 100 B-Units; 233.34 B-Units are already owned by Rhodium JV LLC. no other B-Units having yet been issued. The 100 B-Units being issued and offered pursuant to this offering will comprise in the aggregate thirty percent (30%) of the outstanding equity of the Company. B-Unit holders will not have the right to take part in the management or control of the business, to transact any business for the Company or to sign for or bind the Company as set forth in the Operating Agreement. B-Unit holders do not have the right to vote on any matter as set forth in the Operating Agreement.

Limited Liability of Investors

No Investor will be personally liable as a Class B Non-Voting Unit Member for any of the debts, or liabilities of the Company.

Transfer of Units

Until registration, the Promissory Notes and B-Units offered herein and hereby will be deemed "restricted securities" under federal and state law securities laws and may not be sold, transferred, or otherwise disposed of except under certain limited circumstances and conditions. The Company has no plans to register the B-Units. For a more complete description of limitations on the Transfer of Class B Non-Voting Membership Interest please see the Operating Agreement.

Buyback Provisions

The Company reserves the right to purchase the Class B Non-Voting Unit Membership Interests from the Class B Non-Voting Unit Member with the purchase price determined in accordance with the Operating Agreement; however, as previously noted, the Company has no obligation, and it has no plans to purchase, the Class B Non-Voting Unit Membership Interests from any of its members who

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hold such interests.

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CAPITAL STRUCTURE

As set forth in the Operating Agreement, the Company has one Class A Voting Unit Member, Rhodium JV LLC, a Delaware limited liability company, which also holds 233.34 B-Units equal to a 70% Percentage Interest in Company. 100 B-Units have been authorized, which represents 100% of the available B-Units. The 100 B-Units being offered pursuant to this offering represent in the aggregate a 30% Percentage Interest in the Company.

ANTICIPATED CAP TABLE OF RHODIUM 30MW LLC		
Owner	Voting Rights	Equity in LLC
Rhodium JV LLC	Yes	70%
Investors (\$1mm)	No	1%
Investors (\$5mm)	No	5%
Investors (\$24mm)	No	24%

DEBT/EQUITY SPLIT OF INVESTMENT AMOUNT			
Owner	Investment Allocated to Debt (in USD)	Investment Allocated to Equity (in USD)	Total Equity in Company
Rhodium JV LLC	NA	NA	70%
Investors (\$1mm)	\$967,742	\$32,258	1%
Investors (\$5mm)	\$4,838,710	\$161,290	5%
Investors (\$24mm)	\$24,193,548	\$806,452	24%

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RESTRICTIONS ON TRANSFERABILITY OF SECURITIES

The B-Units are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act, and the applicable state securities laws, pursuant to registration or exemption therefrom.

INVESTMENT IN THE PROMISSORY NOTES AND B-UNITS INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR THOSE INVESTORS WHO HAVE SUBSTANTIAL FINANCIAL RESOURCES IN RELATION TO THEIR INVESTMENT AND WHO UNDERSTAND THE PARTICULAR RISK FACTORS OF THIS INVESTMENT. IN ADDITION, INVESTMENT IN THE PROMISSORY NOTES AND B-UNITS IS SUITABLE ONLY FOR AN INVESTOR WHO DOES NOT NEED LIQUIDITY IN HIS, HER OR ITS INVESTMENT AND IS WILLING TO ACCEPT RESTRICTIONS ON THE TRANSFER OF THE B-UNITS.

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SUITABILITY STANDARDS

The suitability standards discussed below represent minimum suitability standards for prospective investors. Prospective investors are encouraged to consult their own investment or tax advisors, accountants, legal counsel or other advisors to determine whether an investment in the Securities is appropriate. An investment in the Securities involves a high degree of risk and is suitable only for entities or individuals of substantial financial means who have no need for liquidity in their investments. *See “Risk Factors.”*

The Company intends to offer and sell the Securities to a limited number of investors in compliance with certain investor suitability standards of the Securities Act and the requirements of Regulation D promulgated under the Securities Act. Each subscriber for Securities must represent in writing whether such subscriber is an “accredited investor,” which is defined as:

- An *individual* will qualify as an accredited investor if he or she (a) has an individual net worth (or joint net worth with his or her spouse) in excess of \$1.0 million, excluding the estimated fair market value of a person’s primary home or (b) had individual income of more than \$200,000 in each of the two most recent calendar years and reasonably expects to have income of more than \$200,000 in the current year or (c) had jointly with his or her spouse income in excess of \$300,000 in each of the two most recent calendar years and reasonably expects to have joint income in excess of \$300,000 in the current year.
- A *partnership, corporation limited liability company or business trust* will qualify as an accredited investor if either (a) it has total assets in excess of \$5.0 million and was not formed for the specific purpose of acquiring the Securities or (b) all of its equity owners are accredited investors (including individuals qualifying as accredited investors).
- A *revocable grantor trust* will qualify as an accredited investor if either (a) all of its grantors are accredited investors (which can be individuals who qualify as accredited investors) or (b) it has total assets in excess of \$5.0 million.
- A *trust other than a business trust or a revocable grantor trust* will qualify as an accredited investor if either (a) its trustee is a bank or savings and loan association or (b) it has assets in excess of \$5.0 million, it was not formed for the specified purpose of acquiring the Securities and its investment decisions are made by a person who is knowledgeable and experienced in business and financial matters and is capable of evaluating the merits and risks of an investment in the Securities. In general, a trust other than a business trust or a revocable grantor trust will not qualify as an accredited investor solely because all of its grantors and/or all of its beneficiaries are accredited investors (although under certain limited circumstances an irrevocable grantor trust may qualify as an accredited investor on the basis of all of its grantors being accredited investors).

Each prospective investor will be required to represent in writing that he, she or it has received this Memorandum, has carefully reviewed it and understands the information contained herein, that he has such knowledge and experience in financial and business matters such that he is capable of

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evaluating the merits and risks of an investment in the Company and to make an informed investment decision with respect thereto, and that he is acquiring the Securities for his own account as principal, for investment purposes only, and not with a view toward resale or distribution. Acceptance of any subscription will be at the sole discretion of the Company.

The Company will require each prospective investor to complete a Subscription Agreement, the form of which is attached to this Memorandum as Exhibit A, relating to the suitability of an investment in the Company for such investor. Investor suitability standards represent minimum requirements for investors and the satisfaction of these standards does not necessarily mean the securities are a suitable investment for any individual.

Any prospective investor having any questions whatsoever regarding the Offering, or desiring any additional information or documents to verify or supplement the information contained in this Memorandum, should contact the Company.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK.

[Remainder of this page intentionally left blank]

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SUBSCRIBING TO THE OFFERING

How to Subscribe

The subscription documents, forms of which are attached to this Memorandum, include an Investor Questionnaire (the “Questionnaire” attached as Exhibit “F”), a Subscription Agreement (the “Subscription Agreement” attached as Exhibit “A”), the First Amended Operating Agreement (the “Operating Agreement” attached as Exhibit “B”). The Investor Questionnaire Subscription Agreement and Operating Agreement constitute the “Subscription Documents”. A person desiring to acquire a Promissory Note and purchase B-Units must complete and sign the applicable Subscription Documents and deliver these documents to the Company at the address set forth on the Subscription Documents. Subscriptions will not be accepted by the Company until the offering is fully subscribed or is terminated by the Company. The full loan amount and subscription price for all B-Units being subscribed for must be wired to the Company in accordance with the wire instructions being provided in Exhibit G attached hereto.

The Company reserves the right, in its absolute discretion, to reject in whole or in part, any subscription and may, in its sole discretion, elect to accept subscriptions for fewer B-Units than are subscribed for by any person. In the event that the Company rejects all or a portion of any subscription, an appropriate refund of the subscription price, without interest, will be mailed to the subscriber. Subscribers may not revoke or withdraw their subscriptions after acceptance by the Company. The Company reserves the right, in its absolute discretion, to lower the minimum purchase of any prospective investor.

Issuance of Certificates

Certificates for B-Units duly subscribed, accepted and paid for will be issued as soon as practicable after the Company’s acceptance of the subscription and the investor’s execution of the Operating Agreement. The Manager of the Company shall act as transfer agent for the Company and will issue all B-Units, executed Promissory Notes and executed security agreements. All B-Unit certificates will bear a legend restricting their transfer except in compliance with applicable federal and state securities laws.

No Initial Market for B-Units

While the Company is a private company and is developing a market for its B-Units, the purchased B-Units will contain a legend that identifies the B-Units as restricted from public trading consistent with Rule 144. The B-Units will be deemed “restricted securities” under federal and state securities laws and may not be sold, transferred, or otherwise disposed of except under certain limited circumstances and conditions. Furthermore, it is unlikely that a lending institution will accept the B-Units as pledged collateral for loans unless a regular trading market does develop.

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PLAN OF DISTRIBUTION

The Offering is a maximum of 100 B-Units. The B-Units are being offered by the Company on a “best efforts” basis by the officers, agents and employees of the Company.

There is no firm commitment to purchase or sell any of the B-Units. The offering will continue until (a) full Capitalization or (b) July 1, 2020, subject to a sixty (60) day extension, or termination at any time, in the sole discretion of the Company’s Manager. Other than this Memorandum and the Exhibits hereto, no other offering literature will be employed in the offering of the B-Units and all other written communications previously provided by the Company to any investors, including any term sheets, are hereby expressly superseded and replaced by this Memorandum.

METHOD OF SUBSCRIPTION

Each person intending to purchase the Securities offered hereby, must deliver the following items to the Company c/o Imperium Investments Holdings LLC.

1. Signed Subscription Agreement;
2. Signed Operating Agreement;
3. Completed and signed Investor Questionnaire;
4. Wire transfer confirmation for the amount the Promissory Notes and the B-Units, (i.e., the total subscribed investment amount)

Upon review and acceptance by the Company of the aforementioned documents, confirmation of such acceptance will be sent to the Subscriber along with a Company-executed Secured Promissory Note, Company-executed Security Agreement, B-Units Certificate and other fully executed closing documents.

EXHIBIT A
FORM OF SUBSCRIPTION AGREEMENT

**SUBSCRIPTION AGREEMENT FOR
RHODIUM 30MW LLC**

This Subscription Agreement (this “**Subscription Agreement**”) is entered into by and between the undersigned subscriber (the “**Subscriber**”) and **RHODIUM 30MW LLC**, a Delaware limited liability company (the “**Company**”) as of the date accepted by the Company as set forth on the signature page hereto.

1. **Subscription.** The Subscriber hereby offers to loan to the Company in *bona fide* debt evidenced by a Secured Promissory Note in the form attached to the Confidential Private Placement Memorandum (the “**Memorandum**”) provided to the Subscriber and secured by collateral described in a Security Agreement in the form attached to the Memorandum provided to the Subscriber the sum of \$ _____. The Subscriber hereby offers to purchase from the Company Class B Non-Voting Units in the Company (the “**B-Units**”) at a purchase price of \$10,000.00 per B-Unit for a total purchase price of \$ _____. In fulfillment of the obligation to make such a purchase, the Subscriber hereby tenders the full loan amount and full subscription amount of \$ _____ in the form of a check, draft, or money order payable to the Company or by wire transfer of federal funds pursuant to the wire instructions attached to the Confidential Private Placement Memorandum provided to me. If the undersigned Subscriber has transmitted funds to the Company by wire, the Subscriber has attached to this Subscription Agreement as Exhibit “2” hereto a true and correct copy of the wire confirmation for such wire.

2. **Representations and Warranties.** The Subscriber hereby represents and warrants to the Company as follows:

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

(b) If the Subscriber is signing as an individual, then the residence address of the Subscriber set forth on the Investor Questionnaire attached hereto as Exhibit “1” (the “**Questionnaire**”) is the true and correct residence of the Subscriber and he or she has no present intention of becoming a resident or domiciliary of any other state, country, or jurisdiction.

(c) The Subscriber has received and has had sufficient time to review the Memorandum, all of its accompanying exhibits, and receive advice concerning the same from the Subscriber’s attorney and accountant/tax advisor.

(d) The Securities (as that term is defined in the Memorandum) for which the Subscriber hereby subscribes will be acquired by the Subscriber for investment only, for the Subscriber’s own account, and not with a view to, or for sale in connection with, any

distribution of the Securities in violation of the Securities Act of 1933, as amended, or any rule or regulation under the Securities Act of 1933 (collectively, the “**Securities Act**”). The Securities are not being purchased for subdivision or fractionalization thereof, and the Subscriber 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 Securities for which the Subscriber hereby subscribes, and the Subscriber has no present plans or intention to enter into any such contract, undertaking, agreement or arrangement.

(e) The Subscriber has sufficient experience in business, financial and investment matters to be able to evaluate the risk involved in the purchases of the Securities subscribed for hereby and to make an informative investment decision with respect to such purchases.

(f) The present financial condition of the Subscriber is such that he, she or it is under no present or contemplated future need to dispose of any portion of the Securities for which the Subscriber hereby subscribes to satisfy any existing or contemplated undertaking, need or indebtedness.

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

(h) The Subscriber understands that all documents, records and books which the Subscriber has requested pertaining to this investment have been made available for inspection by the Subscriber and the Subscriber’s attorney and/or accountant/tax advisor. The Subscriber 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 offering of the Securities and all such questions have been answered and all such information has been provided to the full satisfaction of the Subscriber.

(i) The Subscriber has been advised to consult with his, her or its accountant/tax advisor with respect to the personal tax consequences to the Subscriber of an investment in the Company and with his, her or its legal counsel with respect to the legal consequences of an investment in the Securities.

(j) The Subscriber is not subscribing for Securities 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 Subscriber in connection with investments in securities generally (other than authorized agents of the Company).

(k) The foregoing representations, warranties and agreements, together with all other representations and warranties made or given by the Subscriber 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.

3. Risk Factors; Investment Considerations. The Subscriber is aware of and acknowledges the following:

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

(b) The purchase of the Securities is a speculative investment which involves a high risk of loss by the Subscriber 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 Securities.

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

(e) The Securities 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 Subscriber might be limited as to the amount of the Securities 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 Subscriber’s Securities 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 Subscriber’s Securities. Hence, it is the understanding of the Subscriber that by virtue of the provisions of certain rules respecting “restricted securities” promulgated by the SEC, the Securities for which the Subscriber is subscribing hereby 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 Subscriber may still be limited as to the amount of the Securities 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 Subscriber should expect to lose his, her or its entire investment in the Company.

(h) None of the Securities include any voting rights or any other rights to

participate in the management or administration of the Company.

(i) The Company is a start-up with no history of operations and there can be no assurance that the Company can operate its business successfully.

(j) The Subscriber may experience immediate and substantial dilution of the value of the B-Units and, with respect to the loan evidenced by the Secured Promissory Note, the Subscriber may experience subordination of the priority of Subscriber's security in the collateral to the Company's future lenders.

(k) The Bitcoin mining industry 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 Securities is subject to the circumstances, events and risks described in the Memorandum under "Risk Factors". The Subscriber has read this portion of the Memorandum in its entirety and understands all of the Risk Factors discussed therein.

4. Indemnification. The Subscriber 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 Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.

5. Operating Agreement. The Subscriber acknowledges and agrees that his, her, or its respective rights are subject to the terms and provisions set forth in the Company's First Amended Operating Agreement attached as an exhibit to the Memorandum. The Subscriber has read the First Amended Operating Agreement, understands its terms, and has had the opportunity to obtain advice from the Subscriber's attorney and accountant/tax advisor concerning the same.

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

7. Modification. Neither this Subscription 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.

8. Counterparts. This Subscription 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.

9. Entire Agreement. This Subscription Agreement, the Operating Agreement, Secured Promissory Note and Security Agreement contain 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.

10. Severability. Each provision of this Subscription Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

11. Assignability. This Subscription Agreement is not transferable or assignable by the Subscriber.

12. Applicable Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Texas as applicable to residents of that state executing contracts wholly to be performed in that state.

13. Choice of Jurisdiction. The Subscriber agrees that any action or proceeding arising, directly, indirectly, or otherwise, in connection with, out of, or from this Subscription Agreement, any breach hereof, or any transaction covered hereby shall be resolved within Tarrant County, Texas. Accordingly, the parties consent and submit to the jurisdiction of the United States federal and state courts located in Tarrant County, Texas.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Subscriber has executed, sealed and delivered this Subscription Agreement as of the date written below.

Name of Subscriber: _____

Signature of Subscriber
or authorized signatory: Christopher Blackerby

Date of Subscription Agreement: _____

Subscription Amount: \$ _____

SUBSCRIPTION
ACKNOWLEDGED AND
ACCEPTED AS OF THE DATE
WRITTEN BELOW

RHODIUM 30MW LLC

By: Rhodium JV LLC

Its: Manager

By: Imperium Investments Holdings LLC

Its: Manager

Cameron Blackmon

By: Cameron Blackmon

Its: Manager

Date

EXHIBIT 1**Investor Questionnaire**

In order to induce the Company to accept the offer of the Subscriber to purchase the Securities, the Subscriber hereby represents and warrants as follows:

A. GENERAL INFORMATION

1. Subscriber Name: _____
2. Social Security or Tax ID Number: _____
3. Address: _____
4. Telephone Number: _____
5. E-mail address: _____
6. Citizenship: _____

B. ACCREDITED INVESTOR STATUS

To ensure that the Securities are sold 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 subscription.

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 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.
4. ☐ 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.
5. ☐ 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.
6. ☐ The Subscriber is a private business development company as defined in Section 202 (a)(22) of the Investment Advisers Act of 1940.
7. ☐ 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.
8. ☐ The Subscriber is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
9. ☐ The Subscriber is an insurance company as defined in Section 2(13) of the Act.
10. ☐ 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.

11. ☐ 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.
12. ☐ 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.
13. ☐ 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 14, please complete the following part of this question:

(1) List all equity owners: _____

(2) What is the type of entity? _____

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

(FORM OF RHODIUM 30MW LLC FIRST AMENDED OPERATING AGREEMENT)

EXHIBIT B
FORM OF THE COMPANY'S FIRST AMENDED OPERATING AGREEMENT

THE MEMBERSHIP INTERESTS DESCRIBED IN AND REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER ANY SECURITIES LAWS, AND THE TRANSFERABILITY OF THE MEMBERSHIP INTERESTS IS THEREFORE RESTRICTED. THE MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED OR TRANSFERRED, NOR WILL ANY ASSIGNEE, BUYER, DONEE, TRANSFEREE OR ENDORSEE BE RECOGNIZED AS HAVING AN INTEREST IN SUCH MEMBERSHIP INTEREST ISSUED BY THE COMPANY FOR ANY PURPOSE, UNLESS (1) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, WITH RESPECT TO SUCH MEMBERSHIP INTEREST SHALL THEN BE IN EFFECT AND SUCH TRANSFER HAS BEEN QUALIFIED UNDER APPLICABLE STATE SECURITIES LAW, OR (2) THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION AND QUALIFICATION SHALL BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY AND ITS COUNSEL. THE MEMBERSHIP INTERESTS DESCRIBED IN AND REPRESENTED BY THIS AGREEMENT ARE SUBJECT TO FURTHER RESTRICTIONS AS TO THEIR SALE, TRANSFERABILITY OR ASSIGNMENT AS MORE FULLY DESCRIBED HEREIN AND AGREED TO BY EACH MEMBER. SAID RESTRICTIONS INCLUDE, AMONG OTHER THINGS, THAT NO VENDEE, TRANSFEREE OR ASSIGNEE SHALL BECOME A SUBSTITUTE MEMBER WITHOUT THE CONSENT OF THE REMAINING MEMBERS OR AS PROVIDED FOR BELOW.

FIRST AMENDED OPERATING AGREEMENT FOR RHODIUM 30MW LLC

This First Amended Operating Agreement for RHODIUM 30MW LLC (the “**Agreement**”) is made effective as of _____, 2020 (the “**Effective Date**”), by and among RHODIUM JV LLC, a Delaware limited liability company, _____ (collectively, as the “**Members**”) and RHODIUM JV LLC (as the “**Manager**”). In consideration of the mutual covenants and conditions herein, the Members and the Manager agree as follows:

RECITALS

A. RHODIUM JV LLC previously formed RHODIUM 30MW LLC, (the “**Company**”) as a limited liability company pursuant to the Delaware Limited Liability Company Act (the “**Act**” as hereinafter defined).

B. The parties hereto desire to enter into this Agreement in order to govern the affairs of the Company and to memorialize and set forth their rights, obligations and understandings with respect to the Company.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

(FORM OF RHODIUM 30MW LLC FIRST AMENDED OPERATING AGREEMENT)

ARTICLE 1.
-Definitions-

1.1. *Definitions.* In this Agreement, the following terms shall have the meanings set forth below:

“**AAA**” shall have the meaning set forth in Subsection 12.2.1 of this Agreement.

“**Act**” shall mean the Delaware Limited Liability Company Act (currently Chapter 18 of Title 6 of the Delaware Code).

“**Additional Member**” shall have the meaning set forth in Section 9.1 of this Agreement.

“**Affiliated Transaction**” shall mean a transaction with, or a borrowing of funds from, a Member.

“**Approved Sale**” shall have the meaning ascribed to such term in Subsection 9.9.1 of this Agreement.

“**Approved Sale Notice**” shall have the meaning ascribed to such term in Subsection 9.9.1 of this Agreement.

“**Business Day**” means any day on which banks are open for business other than weekend days.

“**Capital Contribution**” shall mean any contribution by a Member to the capital of the Company in cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to render services. The capital of the Company will be represented by Units which will constitute membership interests under the Act. The capital structure of the Company will initially consist of two Membership classes: Class A Voting Units and Class B Non-Voting Units. The Class B Non-Voting Units shall have no right to vote or otherwise participate in the management or control of the Company. Unless the Manager determines otherwise, no Units will be certificated.

“**Certificate of Formation**” shall mean the Certificate of Formation of the Company filed with the Delaware Department of State, Division of Corporations, as it may from time to time be amended.

“**Class A Voting Unit Members**” means the Members who are holders of Class A Voting Units.

“**Class A Voting Units**” means those Units which are designated as Class A Voting Units (in accordance with Section 4.2 and Exhibit “A” attached hereto). The Class A Voting Units will not be registered under the Securities Act of 1933 or any state securities laws on the grounds that the issuance of such Class A Voting Units is exempt from the registration provisions of those laws.

(FORM OF RHODIUM 30MW LLC FIRST AMENDED OPERATING AGREEMENT)

“Class B Non-Voting Unit Members” means Members who are holders of Class B Non-Voting Units.

“Class B Non-Voting Units” means those Units which are designated as Class B Non-Voting Units on Exhibit “A” attached hereto. Class B Non-Voting Units shall only have financial rights and no management or governance rights (except as may otherwise be expressly provided for in this Agreement or the Act). The Class B Non-Voting Units will not be registered under the Securities Act of 1933 or any state securities laws on the grounds that the issuance of such Class B Non-Voting Units is exempt from the registration provisions of those laws.

“Code” shall mean the Internal Revenue Code of 1986, as amended, or any successor federal revenue statute.

“Company” shall refer to RHODIUM 30MW LLC.

“Controlling Person” shall have the meaning ascribed to such term in Section 9.9.2 of this Agreement.

“Distribution” means any cash and other property paid to a Member by the Company from the operations of the Company, whether in the form of a dividend or in any other form.

“Dragged Members” shall have the meaning ascribed to such term in Subsection 9.9.1 of this Agreement.

“Fiscal Year” shall mean the Company’s fiscal year, which shall be the calendar year ending December 31.

“Manager”/“Managers” shall have the meaning set forth in Section 3.1 of this Agreement.

“Mediator” shall have the meaning set forth in Subsection 12.2.3 of this Agreement.

“Member Dispute” shall have the meaning set forth in Section 12.1 of this Agreement.

“Member Notice” shall have the meaning set forth in Section 9.2.1 of this Agreement.

“Members” shall refer to the “Members” identified in identified in Section 4.2 of this Agreement, but if any “Additional Members” should be admitted to the Company in the future, the term **“Members”** shall thereafter also include such “Additional Members”.

“Membership Classes” shall mean (a) Class A Voting Unit Members and (b) Class B Non-Voting Unit Members. Only Class A Voting Unit Members shall have the right to

(FORM OF RHODIUM 30MW LLC FIRST AMENDED OPERATING AGREEMENT)

vote on issues presented to the Members. Class B Non-Voting Unit Members shall have no right to vote or otherwise participate in the management or control of the Company.

“Membership Interest” of a Member shall mean (a) the Member’s share of the Company’s profits and losses and (b) the Member’s right to receive distributions of the Company’s assets, all subject to the covenants, terms, conditions, restrictions and limitations of this Agreement and the Act. Such interest of a Member shall, except as specifically provided herein, be equivalent to such Member’s Percentage Interest as set forth in Exhibit “A” to this Agreement.

“Net Losses” shall mean the losses of the Company, if any; determined in accordance with generally accepted accounting principles.

“Net Profits” shall mean the income of the Company, if any, determined in accordance with generally accepted accounting principles.

“Non-Domestic Member” shall mean any individual, corporation, limited liability company, partnership, trust, unincorporated association or other entity incorporated and existing outside of the United States of America.

“Percentage Interest” of a Member in the Company shall mean the result obtained by dividing the sum of the number of Class A Voting Units and Class B Non-Voting Units held by the Member by the sum of the number of Class A Voting Units and Class B Non-Voting Units held by all of the Members. As of the Effective Date of this Agreement, the division of the Percentage Interests in the Company is set forth in Section 4.3 of this Agreement.

“Permitted Transferee” shall have the meaning set forth in Section 9.3 of this Agreement.

“Person” shall mean any individual, corporation, governmental authority, Limited Liability Company, partnership, trust, unincorporated association or other entity.

“Rules” shall have the meaning set forth in Section 12.3 of this Agreement.

“Selling Member” shall have the meaning set forth in Section 9.2 of this Agreement.

“Substitute Member” shall have the meaning set forth in Section 9.4 of this Agreement.

“Total Disability” shall have the meaning set forth in Section 10.5 of this Agreement.

“Transfer” shall have the meaning set forth in Section 9.5 of this Agreement.

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“**Treasury Regulations**” shall mean regulations issued by the Department of Treasury under the Code. Any reference to a specific section or sections of the Treasury Regulations shall be deemed to include a reference to any corresponding provision of future regulations under the Code.

“**Units**” or “**Membership Units**” means units of beneficial interest in the Company and include, unless otherwise stated, both Class A Voting Units and Class B Non-Voting Units.

ARTICLE 2.
-Organization-

2.1. *Binding Effect of Agreement / Effective Date.* This Agreement shall bind the Members effective as of the Effective Date.

2.2. *Formation.* The Members hereby acknowledge and agree that the Company has been formed as a limited liability company under and pursuant to the Act and shall continue to exist as a limited liability company upon the terms and conditions provided in this Agreement, subject to the provisions of the Act.

2.3. *Entity Status of Company.* Since its formation, the Company has been, and shall remain, a legal entity, separate and distinct from its Members.

2.4. *Name.* The name of the Company is RHODIUM 30 MC LLC.

2.5. *Principal Place of Business.* The principal place of business of the Company shall be 4412 Summercrest Ct., Fort Worth, TX 76109. The Company may locate its place of business and registered office at any other place or places as the Managers may deem advisable.

2.6. *Delaware Registered Agent.* The Company’s Delaware Registered Agent shall be Harvard Business Services, 16192 Coastal Highway, Lewes, Delaware 19958.

2.7. *Registered Agents in Other States.* The Company shall retain and maintain such registered agents in states where it does business as the Managers may deem advisable.

2.8. *Term.* The term of the Company shall be perpetual from the date of filing of the Certificate of Formation with the Delaware Secretary of State, unless the Company is dissolved pursuant to this Agreement or the Act.

2.9. *Purposes.* The purpose for which the Company is organized is to conduct any lawful business whatsoever that may be conducted by limited liability companies pursuant to the Act.

2.10. *Powers.* In pursuing its lawful purposes, the Company shall be empowered to do all things that limited liability companies are permitted to do under the Act.

2.11. *Certificate of Formation.* The Certificate of Formation, as may have been, and as may be, amended from time to time, is hereby adopted and incorporated by reference into this

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Agreement. The Managers shall execute such further documents and take such further action as shall be appropriate or necessary to comply with the requirements of law for the formation and operation of a limited liability company in all states and counties where the Company elects to transact its business.

2.12. *Identity of Members.* As of the Effective Date of this Agreement, the Members, identified in Section 4.2 of this Agreement, are the only Members of the Company. Additional and Substituted Members (as defined in Article 9 of this Agreement) may be admitted to the Company in accordance with Article 9 of this Agreement.

ARTICLE 3.

-Management and Obligations of the Members and Manager-

3.1. *Management.* Management of the Company shall be vested in the Manager. The Manager shall direct, manage, and control the business of the Company. The Manager shall have full authority to bind the Company, to sign documents and to make any decisions required to operate the Company except for those instances in which super majority consent is required as set forth in Section 3.3 of this Agreement. The Members shall not be vested with any powers to direct, manage and control the business of the Company except as authorized by the Manager. The Manager shall possess all rights and powers generally conferred by law and all rights and powers that are necessary, advisable or consistent in connection therewith and with the provisions of this Agreement. The Manager shall also be vested with all specific rights and powers required for or appropriate to the management, conduct or operation of the business of the Company.

3.2. *Designation of Manager.* The Manager of the Company shall be RHODIUM JV LLC, a Delaware limited liability company (the “**Manager**”). In the event for any reason a Manager shall cease to be a Manager, the Class A Voting Unit Members may appoint a new Manager upon the affirmative vote of Class A Voting Unit Members whose combined share of all Class A Voting Units is seventy-five percent (75%) or greater.

3.3. *Super Majority Requirements.* The consent of Class A Voting Unit Members whose combined share of all Class A Voting Units is seventy-five percent (75%) or greater and the agreement of the Manager shall be required as a condition precedent to the Company taking any of the following actions:

3.3.1. the issuance of any membership or other equity interests in the Company, or any rights or options convertible into or exchangeable for the foregoing, or the admission of any new Member to the Company, except with respect to properly admitted Additional Members;

3.3.2. conversion of the Company to a corporation, partnership or any other entity form;

3.3.3. calling upon the Members to guarantee loans other than the loans which the Members agree to guarantee as elsewhere provided in this Agreement;

3.3.4. calling upon the Members to make additional Capital Contributions;

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3.3.5. the withdrawal or reduction of Capital Contributions;

3.3.6. the filing of any voluntary petition in Bankruptcy or any other initiation of proceedings to have the Company adjudicated insolvent;

3.3.7. dissolution or liquidation of the Company;

3.3.8. any merger or consolidation of the Company with another entity, or any transaction regarding, or entry into any agreement, contract or commitment in furtherance of a sale of all or substantially all of the assets of or equity in the Company;

3.3.9. the formation of any subsidiary or establishment of any joint venture, partnership, or other form of business entity;

3.3.10. the making of any loan or advance other than any loan or advance less than \$50,000 for the purpose of advancing normal trade credit or creating, incurring, assuming or suffering to exist any material lien or encumbrance on any of the Company's properties or assets;

3.3.11. the expenditure, in the normal course of business, of any amount greater than \$50,000;

3.3.12. the filing of any registration statement with respect to any initial public offering of equity securities of the Company;

3.3.13. the initiation of any litigation or arbitration;

3.3.14. ceasing to be engaged in a business that is substantially similar to the Company's business as of the effective date of this Agreement;

3.3.15. the determination that there shall be an issuance of a dividend, a Distribution of Net Profits or a payment of Net Losses for any Fiscal Year;

3.3.16. entering into an Affiliated Transaction;

3.3.17. the assignment of duties to, or the removal of, any officer of the Company;
and

3.3.18. the determination of the compensation, if any, of any Manager and any Member.

3.4. *Binding Authority.* No Person shall have any power or authority to bind the Company unless such Person has been authorized by the Manager to act on behalf of the Company in accordance with Section 3.1 of this Agreement.

3.5. *No Exclusive Duty to Company.* The Manager shall not be required to manage the Company as its sole and exclusive function and may have other business interests and may engage in other activities in addition to those relating to the Company. The Manager shall incur no liability to the Company as a result of engaging in any other business interests or activities.

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3.6. *Indemnification.* The Company shall indemnify and hold harmless each of the Members and the Manager, provided that the act or omission or error of judgment for which indemnification of a Member is sought arises out of such Member's performance of a managerial function on behalf of the Company that was authorized by the Manager, from and against any claims, personal loss, liability or damage incurred as a result of any act or omission, or any error of judgment, unless such loss, liability or damage results from such Member's willful misconduct or gross negligence. Any such indemnification shall be paid only from the assets of the Company, and none of the Members nor the Manager shall have any personal liability on account thereof.

3.7. *Company Debt Liability.* Neither the Members nor the Manager will be personally liable for any debts or losses of the Company or any debts incurred to third party creditors while acting on behalf of or guaranteeing the obligations of the Company, except as provided in the Act. Under no circumstances will the liability of a Class B Non-Voting Unit Member for any debts or losses of the Company exceed the amount of such Class B Non-Voting Unit Member's capital account unless such Class B Non-Voting Unit Member's own willful misconduct or gross negligence is the cause of the debt or loss in question.

3.8. *Officers.* The Manager may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them by the Manager. Any officer may be removed by the Manager at any time, with or without cause. Any number of offices may be held by the same individual.

3.9. *Insurance.* The Company may maintain for the protection of the Company such insurance as the Manager, in its sole discretion, deems necessary for the operations of the Company, including, without limitation to the generality of the foregoing, life insurance insuring the life of any one or more Members.

3.10. *Compensation.* The Company may compensate any Manager or any officers for management services as may be determined by the Manager.

3.11. *Removal/Replacement.* A Manager may be removed upon the affirmative vote of the Class A Voting Unit Members whose combined shares of all Class A Voting Units is seventy-five percent (75%) or greater. A new Manager may be appointed upon the affirmative vote of all Class A Voting Unit Members whose combined shares of all Class A Voting Units is seventy-five percent (75%) or greater.

3.12. *Other Activities of Members.*

3.12.1. Concurrent Activities. Any Member may engage in or possess an interest in other business ventures of any nature or description, independently or with others, provided such ventures are not competitive with the Company, and the pursuit of such ventures shall not be wrongful or improper, or cause the Company to be in breach or default of any agreement (including any franchise agreement) to which it is a party, and neither the Company nor any Member shall have any right by virtue of this Agreement in or to any of such ventures, or in or to the income, gains, losses or deductions derived or to be derived therefrom.

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3.12.2. No Obligation to Offer. No Member shall be obligated to offer or present any particular investment opportunity to the Company, unless such opportunity is related to the current business of the Company or developed out of the operation of the Company, but rather the Members shall have the right to take for their own account or to recommend to others any investment opportunity which is not related to or developed out of the operation of the Company.

3.12.3. Loans and Other Transactions with Members. From time to time, the Company may enter into an Affiliated Transaction with one or more Members; provided, however, that such Affiliated Transaction is at arms' length and is disclosed to all of the Members. As a material consideration and inducement for entering into an Affiliated Transaction with the Company, it is agreed that the Member, its affiliated entities and each of their respective successors and assigns, or any person, firm or entity acting on behalf of, or on the directions of, such Member, involved in such transaction or loan, may, at any time and for any reason, exercise and enforce any and all provisions, rights and remedies provided for in the underlying legal documents or available at law or in equity, for such transaction or loan, including, but not limited to, foreclosing on any property of the Company pledged as collateral for a loan, initiating adversarial legal proceedings against the Company, or taking any other actions which could have an adverse effect on the Company or its other Members. The exercise or enforcement of any such provisions, rights or remedies shall not, under any circumstances, be construed as a breach of any fiduciary duty, legal, equitable or otherwise, owed by the Member to the Company or its Members, it being expressly understood by all that such provisions, rights and remedies may be exercised and enforced to the fullest extent permitted by applicable law. Neither the Company nor its Members shall be entitled to defend against the exercise or enforcement of any such provisions, rights and remedies on any ground relating, directly or indirectly, to the fact that the Member has an ownership interest in the Company. If the Company or any Member violates or seeks to violate the provisions of this Section by raising such a defense, then, in addition to any other rights available at law or in equity, the defending party shall have the right to plead the provisions of this Section as a waiver, estoppel or other appropriate response or defense to any conflicting allegation or contention.

ARTICLE 4.

-Meetings of Members-

4.1. *Meetings of Members.* No meetings of Members shall be required unless required by the Act. Any meetings of Members shall be scheduled by the Manager upon reasonable notice to, and the agreement of, all Class A Voting Unit Members whose combined share of all Class A Voting Units is seventy-five percent (75%) or greater. Each Class A Voting Unit Member hereby appoints the Manager as his/her/its proxy to cast any and all votes that such Member is entitled to cast at any duly scheduled and noticed meeting from which such Member is absent. Members may participate in regular or special meetings by conference telephone or any other means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member participating in a meeting (in person, by conference telephone or any other means of communication by which all Members participating may simultaneously hear each other during the meeting, or by proxy) is deemed to be present in person at the meeting.

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4.2. *Voting at Meetings.* Each Class A Voting Unit Member participating at any duly scheduled and noticed meeting may cast votes consistent with the Class A Voting Unit Member's share of all Class A Voting Units in the Company. Class A Voting Unit Members shall have the right to vote upon all matters upon which members of a limited liability company have the right to vote under the Act or upon which Class A Voting Unit Members have the right to vote under this Agreement.

4.3. *Percentage Interests.* As of the Effective Date of this Agreement, the following is the division of the Percentage Interests in the Company:

MEMBER	CLASS A VOTING UNITS HELD	CLASS B NON-VOTING UNITS HELD	% SHARE OF CLASS A UNITS	% SHARE OF CLASS B UNITS	PERCENTAGE INTEREST IN COMPANY
Rhodium JV LLC	100	233.34	100%	70%	70%
Percent Equity in Company	N/A	100%			100%

In the event that either (a) any Additional Members (as defined in Section 9.1 of this Agreement) are admitted to the Company after the Effective Date of this Agreement, and/or (b) any additional Membership Units are issued by the Company after the Effective Date of this Agreement, the percentages set forth above shall not be controlling but shall be adjusted as set forth in Section 4.4 below to reflect the new division of Percentage Interest in the Company including such Additional Members and/or additional Membership Units as the case may be.

4.4. *Addition of Class A Voting Unit Member or Class B Non-Voting Unit Member.* If either a Class A Voting Unit Member or a Class B Non-Voting Unit Member is added as an Additional Member in accordance with Section 9.1 of this Agreement, then the addition shall result in the *pro rata* dilution of the Percentage Interests of all of the Members of the Company, each in proportion to such Member's own Percentage Interest.

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4.5. *Voting Procedure.* Except as otherwise provided by law or expressly provided in this Agreement, each matter voted upon at any meeting of Members shall be decided by the affirmative vote of Class A Voting Unit Members whose combined percentage share of all Class A Voting Units is seventy-five percent (75%) or greater.

ARTICLE 5.
-Capital Contributions-

5.1. *Members' Capital Contributions.* Each Member's Capital Contribution to the Company as of the Effective Date shall be reflected in Exhibit "A". No Member shall be required to contribute any additional capital to the Company unless all Members are required to contribute additional capital as determined by the affirmative vote of Class A Voting Unit Members whose combined percentage share of all Class A Voting Units is seventy-five percent (75%) or greater. If, upon such affirmative vote requiring a Member to contribute additional capital, such Member cannot make such a contribution, such Member's Capital Account shall be reduced *pro rata*.

5.2. *Preemptive Rights.*

5.2.1. The Company may from time to time determine that additional capital (in addition to the initial Capital Contributions made pursuant to this Agreement) is required in order to achieve the purposes of the Company. Upon such a determination, the Manager is authorized without a vote or consent of the Members to cause the Company to offer additional Class B Non-Voting Units in the Company to investors upon such terms and conditions as are determined by the Manager to be fair and reasonable. The Manager is further authorized to cause the Company to take all necessary actions, including the amendment of this Agreement, to reflect the admission of Additional Members and any adjustment to the number of Class B Non-Voting Units held by the Members, resulting from the offering of additional Class B Non-Voting Units in the Company.

5.2.2. In the event that the Company proposes to issue and sell additional Class B Non-Voting Units in the Company or any other instruments exercisable for or convertible into Class B Non-Voting Units in the Company to a Member of the Company or any other Person, each Member shall have the right, prior to such sale of Class B Non-Voting Units or other instruments by the Company, to purchase a percentage of such Class B Non-Voting Units or instruments equal to such Member's proportionate Percentage Interest in the Company at the proposed issuance price, which right shall be exercisable by such Member by written notice to the Company given within ten (10) days after receipt by such Member of written notice of the proposed issuance. If a Member shall fail to respond to the Company within the 10-day notice period, then such failure shall be regarded as a rejection of the right to participate in the purchase of Class B Non-Voting Units or instruments to be issued. The closing of any purchase by a participating Member under this Section shall be held at the principal office of the Company ten (10) business days after notification of the closing to such participating Member by the Company, or at such other time, place, and manner as the parties to the transaction may agree upon. At this closing of such sale of Class B Non-Voting Units or instruments, the participating Member shall deliver, in immediately available United States funds, payment in full for the Class B Non-Voting

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Units or other instruments being purchased, and the Company shall present to such Member all certificates evidencing the Class B Non-voting Units or other instruments.

5.3. *Withdrawal or Reduction of Capital Contributions.* In accordance with Section 3.3 of this Agreement, the return of Capital Contributions or any portions thereof may be made at the sole discretion of the Manager.

5.4. *Interest on Capital Contributions.* No Member shall receive interest on such Member's Capital Contributions.

ARTICLE 6.
-Allocations and Distributions-

6.1. *Allocations of Profits and Losses.* In the event the Manager determines that there shall be a Distribution of dividends or Net Profits or a payment of Net Losses for any Fiscal Year in accordance with Sections 3.3 and 6.2, those Net Profits and Net Losses shall be allocated to each Member *pro rata* in accordance with each Member's Percentage Interest.

6.2. *Distributions.* No Distributions of dividends or Net Profits shall be made to Members until after the payment in full by the Company of any and all indebtedness owed to any and all Members pursuant to any loans made to the Company by such Members in connection with one or more Affiliated Transactions. Thereafter, the Manager shall from time to time, in accordance with Section 3.3 of this Agreement, and without obligations to do so, determine the timing and the aggregate amount of any Distributions of dividends or Net Profits to Members. All such Distributions shall be made to all Members *pro rata* to their respective Percentage Interests. For the avoidance of doubt, all excess cash received or accumulated by the Company shall first be applied toward repayment of debt owed by the Company to any Members before being applied toward Distributions.

6.3. *Withholding.* The Company is authorized to withhold from Distributions to Members, or with respect to allocations to Members, and in each case, to pay over to the appropriate federal, state, local or non-U.S. government any amounts required to be so withheld (including, without limitation, any interest, penalties and expenses associated with such payments) as determined by the Manager in its sole discretion exercised in good faith. The provisions of this Section 6.3 shall survive the dissolution, winding-up and termination of the Company, and a Member's ceasing to be a Member of the Company. The Members agree to provide the Manager with any information reasonably requested by the Manager with respect to withholding taxes or otherwise with respect to tax matters of the Company. All Non-Domestic Members hereby indemnify and hold harmless the Company from and against any taxes, tariffs, or fees payable by the Company as the result of any Distribution to said Member which would not have been required but for the non-domestic location of said Member.

6.4. *No Company Duty to Make Distributions.* The Company shall have no duty to make Distributions to any Member except as expressly provided in this Agreement.

6.5. *Liquidating Distributions.* The Company shall make Liquidating Distributions to Members in connection with its purchase of their Membership Rights in accordance with Section

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10.4 or 11.3.3 of this Agreement. The Company shall make Liquidating Distributions to Members in connection with the liquidation of the Company in accordance with Section 6.6 of this Agreement.

6.6. *Payments and Distributions of Company Assets at Liquidation.* Upon completion of the Company's winding-up, and, to the extent reasonably practicable, on or before the date of termination of the Company's legal existence, the Company shall (subject to any applicable provisions of the Internal Revenue Code and other applicable federal and state law) pay out its assets in connection with its liquidation as follows:

6.6.1. Payment of Creditors. First, the Company shall pay (or shall make adequate provision to pay) its creditors, including any trade payables, operating expense payables, and loans made by Members.

6.6.2. Distributions to Members to Return Their Contributions. Second, the Company shall distribute its assets to Members for the return of their contributions.

6.6.3. Distributions in Accordance with Section 6.1. Third, the Company shall distribute its assets to Members in accordance with the Allocation formula set forth in Section 6.1.

ARTICLE 7.

-Creditors' Rights-

7.1. *Governing Law.* Creditors' rights shall be controlled by this Agreement and Delaware law.

7.2. *Exclusive Remedy of the Creditor.* To the fullest extent permitted by law, a creditor's remedy shall be limited to the following provisions:

7.2.1. Creditor of any Member. A creditor seeking to reach any Member's interest in the Company has the sole and exclusive right to a charging order remedy as set forth in Section 18-703 of the Act, which will allow a creditor to exercise the creditor's charge as an assignee if and when the Company makes a Distribution to the debtor Member. The Company has no obligation to make any Distributions. The Company, in the sole and absolute discretion of the Manager, can make distributions to all of the Members other than the Member(s) whose interest(s) is/are subject to any charging orders. The Manager has the right to accumulate Company income.

7.2.2. Exclusive Remedy. In order for a creditor to exercise this exclusive remedy, the creditor is agreeing to be bound by the terms of this Agreement, even though the creditor has never signed this Agreement. A creditor that does not exercise this exclusive remedy cannot maintain any action against any debtor Member as it relates to Distributions. Any creditor of any Member cannot bring any direct legal or equitable legal actions against the Company or the Company assets to recover money from the debtor Member and has no right to attach any Company property. In addition, the creditor may not bring any type of other action for the purposes of selling the debtor Member's interest in the Company.

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7.2.3. Creditor Shall Not Interfere. Any creditor of any Member shall have no right to interfere in the management of the Company; the creditor shall not have any right to vote, shall have no right to compel Distributions and shall have no right to participate in the business or affairs of the Company. If the creditor makes any attempt to interfere in the management or attempts to compel Distributions with or without legal involvement, the creditor will be assessed a fee in the amount of \$50,000.00 per such attempt, and the creditor will be liable for the Company's legal fees and costs in the enforcement of this Agreement and the cost of collecting fees. A creditor shall do nothing to disrupt the business of the Company or do anything that will affect the interests of the Company.

ARTICLE 8.
-Books and Records-

8.1. *Books and Records.* The Company shall maintain books and records of accounts that accurately record all items of income and expenditure relating to the business of the Company.

8.2. *Inspection of Books and Records.* Each Member has the right, on reasonable notice for purposes reasonably related to the interest of the person as Member or Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 8.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

8.3. *Tax Returns.* Each Member agrees to provide the Company with all tax forms and tax reporting information as shall enable the Company to prepare and file all necessary income tax returns for the Company. These include, but are not limited to, Forms 1042, W-8 and W-9. The Manager shall cause to be prepared and filed all necessary income tax returns for the Company. The Company shall deliver to each Member a Form 1099, or equivalent form for each tax year, as applicable, containing such information as may be needed to enable each Member to prepare and file her, his, or its federal income tax return, any required state income tax return, and any other tax form required by a non-domestic jurisdiction.

8.4. *C-Corporation Status.* It is the initial intent of the Members that the Company will elect to be classified as an association taxable as a C-corporation in accordance with Tres. Reg. 301.7701-3 by filing Form 8832 Entity Classification Election and any other required forms with the Internal Revenue Service. Each Member expressly consents to such designation, including the initial election for the Company to be classified as an association taxable as a C-corporation, and agrees that, upon the request of the Manager, it will execute, acknowledge, deliver, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The Manager is specifically directed and authorized to take whatever steps the Manager deems necessary or desirable to perfect such designation, making any election or filing any forms or documents with the applicable tax authority, settle disputes with the applicable tax authority, extend the statute of limitations for any taxes, and taking such other action as may from time to time be required under the Code, the Treasury Regulations, or any other law or regulations.

8.4.1. The Company shall indemnify and reimburse the Manager for all expenses (including legal and accounting fees) incurred pursuant to this Section 8.4 in connection with any examination, any administrative or judicial proceeding, or otherwise.

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8.4.2. If requested by the Manager, each Member shall provide the Manager with any information, representations, certifications, forms, or documentation, and take such action, that, as determined by the Manager in its sole discretion, is necessary for the Company to make any tax election or to address any other tax matters. Notwithstanding anything to the contrary in this Agreement, any information, representations, certifications, forms or documentation so provided may be disclosed to any applicable taxing authority. Any action taken by the Manager in connection with audits of the Company under the applicable law will, to the extent permitted by law, be binding upon the Members.

8.4.3. Each Member other than the Manager agrees that such Member will not independently act with respect to tax audits or tax litigation affecting the Company, unless previously authorized to do so in writing by the Manager, which authorization may be withheld in the reasonable discretion of the Manager.

ARTICLE 9.

-Admissions of Additional Members; Transfers and Pledges of Membership Rights-

9.1. *Admission of Additional Members to the Company.* The Members shall admit no person as an additional member of the Company after the Effective Date of this Agreement (an “**Additional Member**”) except in accordance with this Article 9 or Section 5.2 of this Agreement. In addition to complying with all other terms and provisions set forth in this Agreement, additional Members may be admitted to the Company only upon the prior written consent of the Manager. This Agreement shall be amended by the Manager to reflect the Additional Members as parties, and Exhibit ”A” shall be amended by the Manager to set forth the information relating to such Additional Members. The Members acknowledge and agree that the admission of Additional Members may reduce their proportionate rights with respect to the Company, including, without limitation, their Percentage Interest, and hereby consent to the admission of Additional Members. The Additional Members shall be required to execute this Agreement, as so amended, and to comply with the other requirements set forth herein.

9.2 *Transfer of Membership Units / Rights of First Refusal.* In addition to complying with all other terms and provisions set forth in this Agreement and subject to the Manager’s consent as described in subsection 9.2.3 of this section, if a Member (hereafter in this Section referred to as the “**Selling Member**”) proposes to “Transfer” (as hereinafter defined) its Units to any Person (including, without limitation, to another Member) then such Selling Member must first deliver a written notice to the Company and all other Members. The notice must include a copy of the offer which the Selling Member proposes to accept. Such notice constitutes an offer by the Selling Member to sell to the Company and non-selling eligible Members the Units proposed to be transferred, on the same terms and conditions as those contained in the proposed offer. At any time within fifteen (15) days after receipt of such written offer, the Company may, but is under no obligation to, accept such offer in writing.

9.2.1 If the Company does not exercise the foregoing right of first refusal, then the Company shall notify the other (non-Selling) Members of the Company’s non-acceptance, including a copy of the offer, within the aforesaid fifteen-day period. Upon receipt of such notice (the “**Member Notice**”), then subject to Subsection 9.2.2 of this Agreement, the other Members shall have the right to purchase the Units being sold by

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the Selling Member, with each such non-Selling Member's share of such Units to be equal to the proportion to which each non-Selling Member's Units bears to all of the same class of Units held by other Members. The non-Selling Members shall exercise the options to purchase by delivering written notice of exercise to the Company within ten (10) days of receipt of the Member Notice.

9.2.2 Notwithstanding any provision to the contrary, Members owning Class B Non-Voting Units shall only have a right of first refusal as to Class B Non-Voting Units and shall not be eligible to purchase, and shall have no right to purchase, Class A Voting Units under the right of first refusal contained in this Section 9.2 except upon the approval of the Manager and the unanimous approval of all Class A Voting Unit Members.

9.2.3 If the Company and the non-selling Members do not agree to purchase, on the terms and conditions above provided, all of the Units being offered by the Selling Member, within the aforesaid time periods, then the Selling Member may transfer her, his or its Units to such third party at a price not less than the price and on terms at which such Units were offered to the Company and non-selling Members, but such transfer must comply with all other requirements set forth elsewhere in this Agreement. Notwithstanding any other provision to the contrary, in no event may a Member Transfer any portion and/or all of his or her Units to a competitor of the Company, an affiliate of a competitor of the Company, or to any other person and/or company which would, in the sole determination of the Manager, subject the Company to a competitive disadvantage or otherwise frustrate the purpose of the Company and/or this Agreement.

9.2.4 The provisions of this Section shall not apply to any Transfer of the Units of a bankrupt, deceased, dissolved or incompetent Member to the trustee, executor, administrator or guardian of his estate, but shall apply to such trustee, executor, administrator or guardian to the same extent that such provisions would have applied to such Member. A Member may not Transfer any of her, his or its Membership Units to a minor or incompetent unless by will or intestate succession, and then only if a legal representative of such minor or incompetent has been duly appointed according to law.

9.2.5 With respect to any proposed or requested Transfer of any part or all of a Member's Units, the Manager, in its sole and absolute discretion, may require an opinion of counsel for the Company, or of other counsel satisfactory to the Manager, that such proposed disposition: (i) may be effected without registration of the Units under the Securities Act of 1933, as amended, and (ii) would not be in violation of any applicable securities law of any state or other jurisdiction, and (iii) would not cause the termination of the Company for federal income tax purposes.

9.3 *Certain Permitted Transfers of Member's Units.* Provided that all of the other conditions, terms and provisions set forth in this Agreement governing the Transfer of Units have been complied with, a Member may Transfer her, his or its Units to any "Permitted Transferee" without triggering the right of first refusal requirement described in Section 9.2. For purpose of this provision, a "**Permitted Transferee**" shall be any of the following persons:

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9.3.1 with respect to any Class A Voting Units, the parent or parents of the transferring Member, or his brothers or sisters, his spouse, his natural or adopted descendants, or the spouse of any such descendant; or

9.3.2 with respect to any Class B Non-Voting Units, an *inter vivos* or testamentary trust established for the benefit of such transferring Member for estate planning purposes, provided such Member, either individually or as a trustee of such trust, retains the right to control the disposition of the Units; or

9.3.3 with respect to any Member that is an entity, the Transfer to another entity with identical beneficial owners; or

9.3.4 with respect to any Member that is an entity, the Transfer to the beneficial owners of that entity in proportion to the extent of each such beneficial owner's beneficial interest in that entity (in which case each such beneficial owner would then be considered a "Substituted Member" for purposes of this Section).

The Permitted Transferee shall comply with the provisions of this Article before being admitted as a "Substitute Member" (as hereinafter defined).

9.4 *Admission of Substitute Members.* Subject to the other provisions of this Article 9, an assignee of the Units of a Member (which is understood to include any purchaser, transferee, donee, or other recipient on any disposition of such Units) will be deemed admitted as a "**Substitute Member**" of the Company only upon the satisfactory completion of the following:

9.4.1 written consent by the Manager;

9.4.2 the assignee accepts and agrees to be bound by the terms and provisions of this Agreement, and such other documents or instruments as the Manager may require;

9.4.3 a counterpart of this Agreement or subscription agreement is executed to evidence the consents and agreements above;

9.4.4 if the assignee is not a natural person, the assignee provides the Manager with evidence satisfactory to counsel for the Company of its authority to become a Member under the terms and provisions of this Agreement;

9.4.5 if deemed necessary or desirable by the Manager in its sole and absolute discretion, counsel for the Company, or a counsel for the assignee, which counsel is not disapproved by the Manager, has rendered an opinion to the Company that the admission of the assignee as a Substitute Member is in conformity with the Act and that none of the actions taken in connection with the admission will cause the termination or dissolution of the Company, or will adversely affect its classification as a C-Corporation for federal income tax purposes; and

9.4.6 the assignee pays all reasonable legal fees of the Company and the Manager in connection with her, his or its admission as a Substitute Member.

9.5. *Definition of Transfer.* For purposes of this Section 9, "**Transfer**" shall include:

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9.5.1. Transfers, pledges or assignments by sale;

9.5.2. Transfers, pledges or assignments by gift;

9.5.3. Transfers, pledges or assignments (whether by will, trust or otherwise) taking effect on the death of the transferor; and

9.5.4. Involuntary transfers, including transfers, pledges or assignments by operation of law and pursuant to divorce and bankruptcy decrees.

9.6. *Formalities for Approved Transfers of Membership Rights.* In circumstances in which a Transfer of all or any part of a Member's rights has received the prior written approval of the Manager in accordance with Section 9.2 of this Agreement, a simple document evidencing the assignment and acceptance shall be deemed sufficient to memorialize such transaction.

9.7. *Signature of Agreement Required.* No Person shall be admitted as an Additional Member or Substituted Member of the Company until such Person signs this Agreement (as it may be amended from time to time prior to the admission of such Person as an Additional Member or Substituted Member).

9.8. *Right to Acquire a Member's Company Interest Upon Dissociation.* Except as otherwise provided in this Agreement, the Manager may require a Member to promptly sell all or any part of the Member's Membership Interest to the Company or to the other Members for its then fair value and upon other reasonable purchase terms if such Member is dissociated from the company under Article 10 of this Agreement.

9.9. *Obligation to Sell Membership Interest.*

9.9.1. In the event that the Class A Voting Unit Members approve a merger or consolidation of the Company with another entity, or any transaction regarding, or entry into any agreement, contract or commitment in furtherance of a sale of all or substantially all of the assets of or equity in the Company (any, an "**Approved Sale**"), then, upon the written request of the Manager (the "**Approved Sale Notice**"), each other Member (the "**Dragged Members**") shall (i) Transfer all of his, her or its Membership Interest on the same terms and conditions as apply to the Transfer by the other Members in the Approved Sale, (ii) consent to, raise no objections against, and vote their Membership Interests in favor of any such sale, exchange, merger or other form of transaction, (iii) execute and deliver all documents and instruments which are necessary or desirable as reasonably determined by the Manager to effectuate such transaction (including participating in any escrow arrangements) and (iv) waive all dissenters' rights, appraisal rights and any similar rights in connection with such sale, exchange, merger, recapitalization, reorganization or other transaction or series of transactions. This waiver shall survive the termination of this Agreement. The Manager shall provide written notice of such Approved Sale to each Dragged Member not less than twenty (20) days prior to the proposed consummation of the Approved Sale. Such notice shall identify the proposed purchaser, the consideration offered and any other material terms and conditions. The obligations of any Dragged Member to participate in an Approved Sale are subject to the satisfaction of the condition

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that, upon consummation of the Approved Sale, each Dragged Member shall receive (or shall have been offered to receive) the same form and amount of consideration per each percentage of Percentage Interest Transferred by such Dragged Member in an Approved Sale as the Class A Voting Unit Members who approved such transaction receive (or were offered to receive) per such percentage of Percentage Interest Transferred by each Class A Voting Unit Member in such Approved Sale. Each Dragged Member shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Class A Voting Unit Members who approved such transaction make or provide in connection with the Approved Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to only one particular class of membership, the Dragged Member shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to itself); provided, that a Dragged Member shall not be required to agree to a noncompetition covenant unless so obligated pursuant to an agreement with the Company other than this Agreement. The Company shall provide to each Member a copy of the fully executed definitive agreement of sale, exchange, merger, recapitalization, reorganization or other transaction or series of transactions, as applicable, in connection with any Approved Sale as soon as reasonably practicable after the due execution thereof by all parties thereto.

9.9.2. Notwithstanding anything to the contrary contained herein, each of the Members collectively irrevocably constitute and appoint the Manager, with respect to an Approved Sale, as such Member's attorney-in-fact, agent and representative (in such capacity, the "**Controlling Person**") to act from and after the date of the Approved Sale Notice to do any and all things and execute any and all documents which may be necessary, convenient or appropriate to facilitate the consummation of the Approved Sale, including but not limited to: (i) execution of the documents and certificates pursuant to an Approved Sale; (ii) receipt of payments under or pursuant to an Approved Sale and disbursement thereof to the Members and others, as contemplated by such Approved Sale; (iii) receipt and forwarding of notices and communications pursuant to an Approved Sale; (iv) administration of the provisions of any agreements entered into in connection with an Approved Sale; (v) giving or agreeing to, on behalf of all or any of the Members, any and all consents, waivers, amendments or modifications deemed by the Controlling Person, in its reasonable and good faith discretion, to be necessary or appropriate in connection with an Approved Sale and the execution or delivery of any documents that may be necessary or appropriate in connection therewith; (vi) amending any agreement entered into in connection with an Approved Sale or any of the instruments to be delivered pursuant to such Approved Sale; (vii) disputing or refraining from disputing, on behalf of each Member relative to any amounts to be received by such Member under any agreements contemplated by an Approved Sale, any claim made by the purchaser pursuant to such agreements contemplated thereby; (viii) negotiating and compromising, on behalf of each Member, any dispute that may arise under, and exercising or refraining from exercising any remedies available under, any agreement entered into in connection with an Approved Sale and related to the rights of the Members (or their Membership Interests) governed by this Agreement; (ix) executing, on behalf of each Member, any settlement agreement, release or other document with respect to such dispute or remedy; except in each case with respect to a dispute between a Member on the one hand and the Company or the Controlling Person on the other hand; and (x) engaging attorneys, accountants, agents or consultants

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on behalf of the Member in connection with any Approved Sale or any other agreement contemplated thereby and paying any fees related thereto to be either paid directly by the Company or to be allocated pro rata among the Members based upon their proportionate shares of cash distributable as a result of the transactions in question; provided that in each case, the Controlling Person shall not take any action adverse to any Member unless such action is also taken with respect to other similarly situated Members (in terms of type/form of equity interest held); and further provided, however, that this limited power-of attorney with respect to any Approved Sale shall be terminated effective as of one hundred and eighty (180) days after the date of the Approved Sale Notice if such Approved Sale has not been consummated by such date. All acts of the Controlling Person hereunder in its capacity as the agent and representative of the Members shall be deemed to be acts on behalf of the Members and not of the Controlling Person individually. The Controlling Person shall not be liable to the Members in its capacity as agent and representative for any liability of a Member or otherwise or for any error of judgment, any act done or step taken or for any mistake in fact or law, in each case unless there has been a final, non-appealable determination by a court of competent jurisdiction that such error, act or mistake constituted fraud, bad faith, willful misconduct or gross negligence on the part of the Controlling Person. The Controlling Person may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability in its capacity as agent and representative to the Member or the Company and shall be fully protected with respect to any action taken, omitted or suffered by it in accordance with the advice of such counsel. Notwithstanding any duty otherwise existing at law or in equity, to the fullest extent permitted by law the Controlling Person shall not by reason of this Agreement have a fiduciary relationship in respect of any Member. The appointment of the Controlling Person as the attorney-in-fact, agent and representative of the Member and the power-of-attorney granted thereby are each coupled with an interest and shall be perpetual and irrevocable by any Member in any manner or for any reason. This authority granted to the Controlling Person shall not be affected by the death, illness, dissolution, disability, incapacity, bankruptcy, insolvency or other inability to act of any Member pursuant to any applicable law.

9.9.3. Each Other Member participating or required to participate, as applicable, in an Approved Sale shall make representations and warranties as to its title to the Membership Interest being sold and its power, authority, and right to enter into the pertinent transaction without contravention of law or contract; provided, however, that no Member shall have any obligation or liability with respect to any other Member's representations and warranties of the type described in this sentence (except to the extent subject to an escrow fund (provided that (1) the Members shall execute a customary contribution agreement providing for several liability of the Members and cross-indemnification and (2) such escrow fund shall be subject to Subsection 9.9.5 below)).

9.9.4. If any Member fails to deliver certificates, if any, in accordance with the procedures for such Approved Sale, representing its Membership Interest (or, in the event any such certificates have been lost, an affidavit of loss in form and substance satisfactory to the Manager acting reasonably), such Member (i) shall not be entitled to the consideration that such Member would otherwise have received in the Approved Sale until

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such Member cures such failure (provided, that, after curing such failure, such Member shall not be entitled to any interest on such consideration), (ii) shall be deemed, for all purposes, no longer to be a Member of the Company with respect to the Membership Interest not so delivered and shall have no voting rights with respect to the Membership Interest not so delivered, (iii) shall not be entitled to any dividends or other distributions declared after the Approved Sale with respect to the Membership Interest not so delivered, (iv) shall have no other rights or privileges granted to Members of the Company under this or any future agreement with respect to the Membership Interest not so delivered, and (v) in the event of a liquidation of the Company, such Member's rights with respect to any consideration that such Member would have received with respect to the Membership Interest not so delivered if such Member had complied with this provision, if any, shall be subordinate to the rights of all other equity holders of the Company.

9.9.5. In connection with any Approved Sale, each of the selling Members shall bear his, her or its *pro rata* share (based upon the amount of consideration received by such Member) of (x) the costs of any Approved Sale, to the extent such costs are incurred for the benefit of all selling Members, (y) any indemnification obligations with respect to breaches of representations and warranties by or on behalf of the Company or agreements by the Company (and as relates to any representations and warranties specific to a particular Member, such as title or encumbrance of their Membership Interests, then such representations and warranties shall be several based upon the party making the specific representation or warranty in question) and (z) any post-closing or escrow or other liabilities, in each case, solely to the extent such costs, indemnification obligations or other liabilities are not otherwise paid by the Company (or, in the case of costs, the acquiring party) and on a several (not joint) basis (provided, however, that no escrowed amounts shall be subject to recourse on a several as opposed to joint basis and, upon the request of the Manager, such escrowed amounts shall be subject to a customary contribution agreement providing for several liability of the Members and cross-indemnification unless agreed otherwise by the Members). Each Member's respective potential liability in respect of the matters referred to in this Section 9.9.5 (including any tax liability) shall not exceed the amount actually received by such Member in such transaction, except to the extent such liability arises as a result of fraud by such Member as determined by a final non-appealable judgment by a court of competent jurisdiction or by an arbitrator pursuant to and in accordance with Article 12. Costs incurred by Members on their own behalf will not be considered costs of the transaction hereunder; it being understood and agreed that the fees and disbursements of one counsel chosen by the Manager shall be deemed for the benefit of all Members participating in such Approved Sale.

9.9.6. There shall be no liability on the part of the Manager if any Transfer pursuant to Section 9.9 of this Agreement is not consummated for whatever reason, regardless of whether the Manager has delivered notice of the proposed Approved Sale to any Member.

9.10. *Transfers and Pledges in Breach of this Agreement.* Transfers and pledges of Membership Rights in breach of the terms of this Agreement shall be void and of no effect.

ARTICLE 10.
-Member Dissociations-

10.1. *Events of Dissociation.* A Member shall be dissociated from the Company only upon the occurrence of one of the following events:

10.1.1. Death. A Member, who is an individual, shall be dissociated upon the Member's death (or, if such Member is an entity, upon incurring a dissolution or equivalent event).

10.1.2. Disability. A Member, who is an individual, shall be dissociated upon incurring a Total Disability (as defined in Section 10.5).

10.1.3. Bankruptcy. A Member shall be dissociated upon incurring bankruptcy.

10.1.4. Resignation. A Member shall be dissociated upon resigning from the Company in accordance with Section 10.7.

10.1.5. Transfer of Entire Membership Interest. A Member shall be dissociated upon transferring the Member's entire Membership Interest to another person.

10.1.6. Expulsion. A Member shall be dissociated upon being expelled from membership in the Company in accordance with Sections 10.9 and 10.10.

10.1.7. Sale, etc., of Membership Rights. A Member shall be dissociated upon attempting to selling or otherwise transfer all of the Member's Membership Rights in breach of the terms of this Agreement.

10.2. *Certain Consequences of Dissociation.* Except as otherwise expressly provided in this Agreement, any Member who is dissociated from the Company shall immediately lose all of the Member's rights as a Member except the Member's right to receive allocations of Company profits and losses and distributions of Company assets based on events attributable to the period prior to the date of such Member's dissociation.

10.3. *Company to Continue Upon any Dissociation.* Upon dissociation of any Member, the Company shall continue as a going concern following such dissociation, and all Members hereby voluntarily and unequivocally waive any and all rights, if any, to have the Company's business wound up and the Company terminated on account of such dissociation, unless by the affirmative vote of Class A Voting Unit Members not dissociated whose combined percentage share of all Class A Voting Units constitutes seventy-five percent (75%) or greater of the total percentage share of all Class A Voting Units of the Class A Voting Unit Members not dissociated, vote in favor of such winding up and termination.

10.4. *Distributions, Etc., to Dissociated Members in Connection with Their Dissociation.* If a Member who is an individual, dies, or a court of competent jurisdiction adjudges such Member to be incompetent to manage his/her person or his/her property, the Member's representative may exercise all of the Member's rights for the purpose of settling such Member's estate or

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administering his/her property. If the Company continues to operate, the heirs or representative of the individual who dies or is adjudged incompetent shall be entitled to the percentage of the value of the assets including any profits of the Company according to that Member's Percentage Interest in the Company at the time of dissociation. However, the dissociation shall not unreasonably interfere with the operation of the Company. Any Allocations shall be made as stated in this Agreement or, if not stated, within a reasonable period of time after the dissociation event.

10.5. *Definition of Total Disability.* Any Member shall be deemed to have incurred a "**Total Disability**" within the meaning of Section 10.1.2 if, by reason of any physical or mental disability, any Member is unable to participate significantly in the business and internal affairs of the Company for 180 consecutive days.

10.6. *Determination of Total Disability.* Whether such Member has incurred a Total Disability and the date on which such Member has incurred a Total Disability shall be determined by the Manager.

10.7. *Definition and Effective Date of Resignation.* For purposes of this Section 10, the resignation of any Member means the Member's voluntary renunciation of the Member's right to participate in the business and internal affairs of the Company. Members shall be deemed to have resigned from the Company within the meaning of this Section 10 on the effective date of the notice of resignation described in Section 10.8.

10.8. *Right of Members to Resign from Company; Notice of Resignation.* A Member may resign as a Member of the Company by giving written notice of resignation to the Manager. The resignation shall be effective sixty (60) days after the Manager has received the notice. Unless there is a loss, any Member who resigns shall be entitled to receive a distribution when distributions are paid to the remaining Members based on such resigning Member's Percentage Interest in the Company as of the time of resignation. In the event of a loss, such Member shall pay such Member's portion of the loss based on the percentages specified within this Agreement within sixty (60) days of determining the valuation of the resigning Member's interest. The amount of any distribution or loss shall be determined solely by the Managers.

10.9. *Member Expulsions.* A Member may be expelled from the Company in the following circumstances:

10.9.1. Breach of Agreement. A Member materially breaches this Agreement and fails to cure the breach within a reasonable time after receiving notice of it.

10.9.2. Certain Misconduct. A Member engages in misconduct that causes or is likely to cause a material adverse impact on the reputation of the Company or on its business; or

10.9.3. Fraud or Illegality. A Member engages in fraudulent or illegal actions relating to the business or internal affairs of the Company.

10.10. *Requirements for Expulsion of a Member.* The Members are empowered and authorized to expel a Member if the Manager determines that any of the circumstances set forth in

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Section 10.9 are present and upon the affirmative vote in favor of expulsion of all Class A Voting Unit Members whose combined percentage share of Class A Voting Units not including the Member being considered for expulsion is seventy-five percent (75%) or greater.

10.11. *Purchase of Expelled Member's Company Interest.* If the Company or the other Members exercise their right under Section 9.5 to purchase the Company interest of an expelled Member, the expelled Member shall receive a distribution at the end of the calendar year following the year in which the expulsion occurs of 75% of the expelled Member's entitlement, and, shall receive such Member's Percentage Interest in the Company. In the event of a loss, the expelled Member shall pay such Member's portion of the loss based on the percentages specified within this Operating Agreement within three (3) months after the end of the calendar year in which a Member is expelled. If the Members cannot agree with the expelled Member on the purchase price or on the other terms of this purchase, the Manager's determination of the subject purchase price or other terms as aforesaid shall be conclusive.

ARTICLE 11. -Dissolution-

11.1. *Dissolution.* The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following: (a) an affirmative vote of Members whose combined Percentage Interest in the Company is seventy five percent (75%) or greater, (b) the sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company, (c) the entry of a decree of judicial dissolution under § 18-802 of the Act, or d) the dissociation of the final Member of the Company unless such Member's personal representative agrees to continue the Company and the admission of the personal representative of such Member or its nominee or designee to the Company as a Member effective as of the occurrence of the event that terminated the continued membership of the final Member.

11.2. *Final Accounting.* In case of the dissolution of the Company, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

11.3. *Winding Up.* Upon the dissolution of the Company and until the filing of a Certificate of Cancellation with the Delaware Department of State, Division of Corporations and upon undertaking such actions as are sufficient to withdraw its authority to conduct business in each and every state in which it operates at the time such Certificate of Cancellation is filed, the Manager (or, if the Manager is unable, the Person winding up the Company's affairs) may, in the name of and on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative; sell and close the Company's business, obtain an independent appraisal of the fair market value of the Company's assets and property, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Member any remaining assets of the Company, all without affecting the liability of Member. Upon winding up of the Company, the assets shall be distributed as follows:

11.3.1. To creditors, including any Member that is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to any Members due under the Act; and

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11.3.2. To the Members in satisfaction of liabilities for Distributions in accordance with the Act; and

11.3.3. To the Members first for the return of their respective Capital Contributions, to the extent not previously returned, and second respecting their respective Membership Interests, in the proportion in which each such Member shares in Distributions in accordance with this Agreement.

11.4. *Certificate of Cancellation.* Within ninety (90) days following the dissolution and the commencement of winding up of the Company, a Certificate of Cancellation shall be filed with the Delaware Department of State, Division of Corporations pursuant to the Act.

11.5. *Termination.* Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Company, the Company shall be deemed terminated.

ARTICLE 12. -Dispute Resolution-

12.1. *Disputes Among Members.* The Members agree that in the event of any dispute or disagreement solely between and among any of them arising out of, relating to or in connection with this Agreement or the Company or its organization, formation, business or management (“**Member Dispute**”), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Agreement by good-faith negotiation and mutual agreement.

12.2. *Nonbinding Mediation.* In the event that the Members 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 12.3 and 12.4 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 as follows:

12.2.1. Confidential nonbinding 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.

12.2.2. Any Member may commence such a mediation proceeding by serving written notice thereof to the other Members, by mail or otherwise, designating the issue(s) to be mediated and the specific provisions of this Agreement under which such issue(s) and dispute arose. Upon receipt of such written notice, the other Members shall have ten (10) Business Days in which to either submit to such mediation proceeding or opt-out of such mediation proceeding by specifying such election in writing to the Member seeking to commence such mediation proceeding. If any Member fails to respond or opts out of

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such mediation proceeding, then the mediation proceeding cannot go forward and any unresolved dispute must be resolved through binding arbitration in accordance with Section 12.3 of this Agreement.

12.2.3. Provided that all Members have opted-in to mediation, the Members shall select one neutral party AAA mediator (the “**Mediator**”). If a Mediator is not selected within five (5) Business Days thereafter, then a Mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA. The mediation proceedings shall be held in the city that is the Company’s principal place of business.

12.2.4. The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the mediator’s fee, within ten (10) Business Days of the last scheduled session. If any Member involved is not satisfied with the recommendation for settlement, he/she may commence an arbitration proceeding.

12.3. *Binding Arbitration.* Whether non-binding mediation is conducted or not, any unresolved Member Disputes must be finally settled in accordance with binding arbitration conducted pursuant to this Section. A Member may commence a binding arbitration proceeding by serving written notice thereof to the other Members, by mail or otherwise, designating the issue(s) to be arbitrated and, if applicable, the specific provisions of this Agreement 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 Member 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 as follows:

12.3.1. The arbitration panel shall consist of one arbitrator. If an Arbitrator has not been selected within five (5) Business Days thereafter, 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 Section, the provisions of this Section shall control.

12.3.2. 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.

12.3.3. 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.

12.4. *Exclusive Remedy.* The dispute resolution procedures specified in this Article 12 of this Agreement set forth the exclusive remedies available to Members for the resolution of, or any award of relief in connection with, any Member Dispute. Each Member of the Company

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hereby accepts such procedures, agrees to be bound by the result of any binding arbitration proceeding conducted in accordance with this Article, 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. Each Member shall indemnify and hold harmless all other Members from and against any and all costs, expenses, and damages, including reasonable attorneys' fees, such other Members incur in connection with any action filed in any court in connection with any Member Dispute and each Member hereby waives any and all defenses to a motion to compel arbitration filed by any other Member in any such action.

ARTICLE 13.
-General Provisions-

13.1. *Amendments.* This Agreement may be amended only as provided in Subsections 13.1.1 and 13.1.2.

13.1.1. Amendments Without Member Approval. The Managers, without the approval of the Members, may amend Exhibit "A" and may make such other amendments to the Agreement solely to the extent required to accurately reflect the names, addresses and Capital Contributions of the Members and the admission to the Company of any Additional Member or Substituted Member in accordance with the terms of this Agreement. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Managers without the consent of the Members (a) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (b) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law or by the Securities and Exchange Commission, the Internal Revenue Service, or any other federal agency or by a state securities or "blue sky" commission, a state revenue or taxing authority or any other similar entity or official, but only to the extent necessary to comply with such requirements and/or bring this Agreement into compliance thereof; provided, however, that no amendments to this Agreement will be effective against any Member without such Member's written consent to such amendment if such amendment would increase any personal liability of such Member, diminish such Member's voting rights, as applicable, or create or increase any economic obligation of such Member, including without limitation increasing such Member's obligation to contribute additional capital to the Company or otherwise provide additional funds in excess of what is then required of such Member pursuant to this Agreement or the Act.

13.1.2. Conditions to Other Amendments. Except as provided in Subsection 13.1.1, this Agreement may not be amended in whole or in part without the unanimous consent of all then-current Class A Voting Unit Members.

13.2. *Governing Law.* This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Delaware, including the Delaware Limited Liability Company Act as amended from time to time, without regard to principles of conflict of laws unless otherwise specified by the Manager through an Amendment to this Agreement. To the extent that any provision of this Agreement is inconsistent with any provision of the Act, this Agreement shall govern to the extent permitted by the Act.

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13.3. *Headings.* The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

13.4. *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other provision of this Agreement being prohibited or invalid.

13.5. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Members, and any of each of their respective successors and/or assignees, except that no right or obligation of any Member of the Company may be assigned by such Member without the prior written consent of the Managers, which may be granted or denied at the Managers' sole and unfettered discretion.

13.6. *Incorporation of Exhibits.* All exhibits identified in the Agreement as exhibits to the Agreement are hereby incorporated into the Agreement and made integral parts of it.

13.7. *Interpretation.* As the context shall require, the use of the singular in this Agreement shall denote the plural and vice versa, and the use of a particular gender shall denote both genders.

13.8. *Waiver.* No delay of or omission by a Member in the exercise of any right, power or remedy accruing to a Member as a result of any breach or default by another Member under this Agreement: (1) shall impair any such right, power or remedy accruing to a Member; or (2) shall be construed as a waiver of or acquiescence by a Member in any such breach or default or of any similar breach or default occurring later. No waiver by a Member of any single breach or default under this Agreement shall be construed as a waiver by a Member of any other breach or default occurring before or after that waiver.

13.9. *Assumption of Risk.* Each Member, by signing this Agreement, represents and warrants that such Member understands the risks of an investment in the Company and is aware that such Member could lose such Member's entire investment that is the subject of such Member's Membership Interest in the Company. Each Member, by signing this Agreement, further represents and warrants that such Member (a) has consulted with an attorney and/or accountant prior to executing this Agreement or has had the opportunity to do so; (b) has had an opportunity to question the Manager as to all matters which such Member deemed material and relevant in such Member's decision to become a Member of, and make an investment in, the Company; (c) has had the opportunity to obtain any and all additional information necessary to verify the accuracy of the information received or any other supplemental information which such Member deemed relevant to make an informed investment decision; (d) possesses such knowledge or experience in business and financial matters, or competent professional advice concerning the Company, that such Member is capable of evaluating the merits and risks of the prospective investment in the Company that is evidenced by such Member's Membership Interest in the Company; (e) possesses sufficient net worth and annual income to be able to bear the substantial

(FORM OF RHODIUM 30MW LLC FIRST AMENDED OPERATING AGREEMENT)

economic risks of an investment in the Company, including the complete loss of such Member's investment; (f) has adequate means of providing for such Member's current needs and personal contingencies, and has no need for liquidity in the investment evidenced by such Member's Membership Interest in the Company; and (g) has acquired the Membership Interest evidenced by this Agreement for such Member's own account for investment only and not as a nominee for others, and has not acquired such Membership Interest with an intention or a view toward resale, transfer or distribution thereof, and will not, in any event, resell or otherwise transfer such interest within twelve (12) months after the date upon which such Membership Interest has been acquired.

13.10. *Spousal Consent.* Each Member who has a Spouse on the date of this Agreement shall cause such Member's Spouse to execute and deliver to the Company a "**Spousal Consent**" in the form attached as Exhibit "B" hereto, pursuant to which the Spouse acknowledges that he or she has read and understood the Agreement and agrees to be bound by its terms and conditions. If any Member should marry or engage in a marital relationship or civil union following the date of this Agreement, such Member shall cause his or her Spouse to execute and deliver to the Company a Spousal Consent in the form attached as Exhibit "B" hereto within fifteen (15) days thereof.

13.11. *Supercession.* This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13.12. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

[Remainder of page intentionally left blank; signature page follows]

(FORM OF RHODIUM 30MW LLC FIRST AMENDED OPERATING AGREEMENT)

SIGNATURE PAGE TO FIRST AMENDED OPERATING
AGREEMENT FOR RHODIUM 30MW LLC

In witness of his acceptance of the above terms and conditions of the First Amended Operating Agreement for RHODIUM 30MW LLC, the undersigned, in its capacity as a Class A Voting Unit Member, has duly signed this Agreement, effective as of the Effective Date:

RHODIUM JV LLC,
A Delaware Limited Liability Company

By: Imperium Investments Holdings LLC,
Its Manager

By: Cameron Blackmon
Cameron Blackmon,
Its Manager

[Remainder of page intentionally left blank; additional signature page follows]

(FORM OF RHODIUM 30MW LLC FIRST AMENDED OPERATING AGREEMENT)

SIGNATURE PAGE TO FIRST AMENDED OPERATING
AGREEMENT FOR RHODIUM 30MW LLC

In witness of acceptance by the undersigned of the above terms and conditions of the First Amended Operating Agreement for RHODIUM 30MW LLC, the undersigned, in the undersigned's capacity as a Class B Non-Voting Unit Member, has duly signed this Agreement, effective as of the Effective Date:

Christopher Blackerby

[Remainder of page intentionally left blank; additional signature page follows]

(FORM OF RHODIUM 30MW LLC FIRST AMENDED OPERATING AGREEMENT)

SIGNATURE PAGE TO FIRST AMENDED OPERATING
AGREEMENT FOR RHODIUM 30MW LLC

In witness of his acceptance of the above terms and conditions of the First Amended Operating Agreement for RHODIUM 30MW LLC, the undersigned, in its capacity as a Manager of the Company, has duly signed this Agreement, effective as of the Effective Date:

RHODIUM JV LLC,
A Delaware Limited Liability Company

By: Imperium Investments Holdings LLC,
Its Manager

By: Cameron Blackmon
Cameron Blackmon,
Its Manager

[Remainder of page intentionally left blank; additional signature page follows]

(FORM OF RHODIUM 30MW LLC FIRST AMENDED OPERATING AGREEMENT)

(FORM OF RHODIUM 30MW LLC FIRST AMENDED OPERATING AGREEMENT)

EXHIBIT B**Form of Spousal Consent**

I, _____, spouse of _____, acknowledge that I have read the First Amended Operating Agreement for RHODIUM 30MW LLC, dated as of _____, by and among RHODIUM JV LLC, a Delaware limited liability company, _____, as the Members, and RHODIUM JV LLC as Manager (as the same may be amended or amended and restated from time to time, the “**Agreement**”), and that I understand the contents of the Agreement. I am aware that my spouse is a party to the Agreement and the Agreement contains provisions regarding the voting and transfer of the Membership Interest (as defined in the Agreement) of the Company which my spouse may own, including any interest I might have therein.

I hereby agree that I and any interest, including any community property interest, that I may have in any Membership Interest of the Company subject to the Agreement shall be irrevocably bound by the Agreement, including any restrictions on the transfer or other disposition of any Membership Interest or voting or other obligations as set forth in the Agreement. I hereby appoint _____ as my attorney-in-fact with respect to the exercise of any rights and obligations under the Agreement.

This Consent shall be binding on my executors, administrators, heirs and assigns. I agree to execute and deliver such documents as may be necessary to carry out the intent of the Agreement and this Consent.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right. I am under no disability or impairment that affects my decision to sign this Consent and I knowingly and voluntarily intend to be legally bound by this Consent.

Signature_____
Printed Name_____
Date

STATE OF _____)
)ss
COUNTY OF _____)

On the _____ day of _____, _____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same.

My term expires: _____

Notary Public

(FORM OF AMENDMENT TO OPERATING AGREEMENT)

EXHIBIT C
FORM OF AMENDMENT TO OPERATING AGREEMENT

AMENDMENT NO. 1 TO FIRST AMENDED OPERATING
AGREEMENT FOR RHODIUM 30MW LLC

This Amendment No. 1 (this “**Amendment**”) to the First Amended Operating Agreement for Rhodium 30MW LLC (the “**Amended Operating Agreement**”) is effective as of the effective date of the Amended Operating Agreement. Capitalized terms used in this Amendment that are not expressly defined in this Amendment have the meanings set forth in the Amended Operating Agreement.

RECITALS

WHEREAS, Section 13.1.1(a) of the Amended Operating Agreement permits the Manager of the Company to amend the Amended Operating Agreement without the consent of the Members to cure any ambiguity or correct or supplement any provision of the Amended Operating Agreement that may be inconsistent with any other provision thereof;

WHEREAS, the first sentence of the definition of “Percentage Interest” set forth in the Amended Operating Agreement includes Class A Voting Units held by Members in the calculation of a Member’s “Percentage Interest” even though, and as per the division of the Percentage Interests in the Company set forth in Section 4.3 of the Amended Operating Agreement, the Class A Voting Units do not carry any equity in the Company and are therefore irrelevant to the calculation of the Percentage Interests held by Members; and

WHEREAS, to correct this ambiguity or inconsistency, the Manager has authorized and approved a modification of the definition of “Percentage Interest” pursuant to this Amendment.

NOW, THEREFORE, the Amended Operating Agreement is hereby amended, effective as of the effective date of the Amended Operating Agreement, as follows:

1. The definition of “Percentage Interest” set forth in Section 1.1 of the Amended Operating Agreement, is hereby amended and restated in its entirety as follows:

“Percentage Interest” of a Member in the Company shall mean the result obtained by dividing the sum of the number of Class B Non-Voting Units held by the Member by the sum of the number of Class B Non-Voting Units held by all of the Members. As of the Effective Date of this Agreement, the division of the Percentage Interests in the Company is set forth in Section 4.3 of this Agreement.

2. This Amendment No. 1 shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles).

3. Except as provided in this Amendment, the Amended Operating Agreement shall remain unmodified as written and fully effective as of the effective date stated therein.

[Signature Page Follows]

BORROWER’S INITIALS

CKB

(FORM OF AMENDMENT TO OPERATING AGREEMENT)

In witness of its acceptance of and consent to the above Amendment No 1 to First Amended Operating Agreement for Rhodium 30MW LLC, the undersigned, by its duly authorized representative, in its capacity as the Manager of the Company, has duly signed this instrument, effective as of the effective date of the Amended Operating Agreement:

RHODIUM JV LLC,
A Delaware Limited Liability Company

By: Imperium Investments Holdings LLC,
Its Manager

By: Cameron Blackmon
Cameron Blackmon,
Its Manager

BORROWER'S INITIALS CKB

(FORM OF THE PROMISSORY NOTE)

EXHIBIT D
FORM OF THE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$ _____

LOAN DATE: _____, 2020

MATURITY DATE: _____, 2023

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, RHODIUM 30MW LLC, a Delaware limited liability company (hereinafter, the “**Borrower**”), promises to pay to the order of _____, an individual (hereinafter, the “**Creditor**”) the principal sum of _____ AND 00/100S DOLLARS (\$ _____) (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 **1.60%** 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 _____, **2023** (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 3.60% 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

BORROWER’S INITIALS CKB

(FORM OF THE PROMISSORY NOTE)

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 30MW 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:

With a copy via same means to:

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

BORROWER'S INITIALS CKB

(FORM OF THE PROMISSORY NOTE)

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 validify of the this Note or terms hereof, and all of the parties hereby forever waives any such defense.

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BORROWER'S INITIALS

CKB

(FORM OF THE PROMISSORY NOTE)

[SIGNATURE PAGE TO SECURED PROMISSORY NOTE FROM RHODIUM 30MW LLC]

BORROWER: **RHODIUM 30MW LLC,**
 A Delaware limited liability company

By: Rhodium JV LLC,
 Its Manager

By: Imperium Investments Holdings LLC,
 Its Manager

Cameron Blackmon
By: Cameron Blackmon,
 Its Manager

DATE: _____, 2020

CREDITOR: Christopher Blackerby

DATE: _____

BORROWER'S INITIALS _____

EXHIBIT E
FORM OF THE SECURITY AGREEMENT

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “**Security Agreement**”) is made and entered into on this _____ day of _____ 2020, by RHODIUM 30MW LLC, a Delaware limited liability company (hereinafter, the “**Grantor**” or “**Borrower**”), in favor of _____, an individual (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 _____ AND 00/100S DOLLARS (\$ _____) 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 (collectively, “**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.

(FORM OF SECURITY AGREEMENT)

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 30 MW 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:

With a copy via same means to:

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(S) FOLLOWS]

(FORM OF SECURITY AGREEMENT)

[SIGNATURE PAGE TO SECURITY AGREEMENT FROM RHODIUM 30MW 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 30MW LLC,**
 A Delaware limited liability company

By: Rhodium JV LLC,
 Its Manager

By: Imperium Investments Holdings LLC,
 Its Manager

Cameron Blackmon
By: Cameron Blackmon,
 Its Manager

DATE: _____, 2020

CREDITOR: Christopher Blackerby

DATE: _____

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;

(FORM OF SECURITY AGREEMENT)

(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.

EXHIBIT F
INVESTOR QUESTIONNAIRE

Investor Questionnaire

In order to induce the Company to accept the offer of the Subscriber to purchase the Securities, the Subscriber hereby represents and warrants as follows:

C. GENERAL INFORMATION

1. Subscriber Name: _____
2. Social Security or Tax ID Number: _____
3. Address: _____
4. Telephone Number: _____
5. E-mail address: _____
6. Citizenship: _____

D. ACCREDITED INVESTOR STATUS

To ensure that the Securities are sold 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 subscription.

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 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.
4. ☐ 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.
5. ☐ 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.
6. ☐ The Subscriber is a private business development company as defined in Section 202 (a)(22) of the Investment Advisers Act of 1940.
7. ☐ 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.
8. ☐ The Subscriber is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
9. ☐ The Subscriber is an insurance company as defined in Section 2(13) of the Act.
10. ☐ 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.
11. ☐ 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.

12. ☐ 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.
13. ☐ 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 14, please complete the following part of this question:

(1) List all equity owners: _____

(2) What is the type of entity? _____

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

EXHIBIT G
WIRE INSTRUCTIONS



Wire instructions

Receiving party:	IMPERIUM INVESTMENTS HOLDINGS LLC	
Wire instructions:	Bank name:	Bank of America N.A.
	Imperium Address:	1717 N. Bayshore Dr. Suite 107-11 Miami, FL 33132
	Account name:	IMPERIUM INVESTMENTS HOLDINGS LLC
	Account #:	325100975480
	Routing #:	026009593 (wires) 121000358 (paper and electronic)

Certificate of Completion

Summary

Document ID F8776JERL9RLF3V1HBUIIS6UBZ0XLSEAOISJLDKP25U
Document Name Rhodium PPM + Subscription Docs.pdf
No. of documents 1
Sent by Cameron Blackmon <cameronblackmon@immersionsystems.io>
Organization Imperium Investments
7546 Pebble Drive,Fort Worth,Texas,United States 76118
Sent on Jun 30, 2020 13:09 CDT
Completed on Jul 1, 2020 16:53 CDT

Recipients

Signers : 3

Received a copy : 2

Sign order : Sequential



Cameron Blackmon (cameronblackmon@immersionsystems.io)

Emailed on Jun 30, 2020 13:09 CDT	Viewed on Jun 30, 2020 13:10 CDT	Signed on Jun 30, 2020 13:11 CDT
Accessed from 47.51.239.218	Device used Web	Authentication code None



Christopher Blackerby (chris0771980@gmail.com)

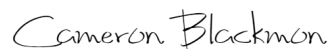
Emailed on Jun 30, 2020 13:11 CDT	Viewed on Jun 30, 2020 15:20 CDT	Signed on Jun 30, 2020 15:56 CDT
Accessed from 69.14.238.59	Device used Web	Authentication code None





Cameron Blackmon (cameronblackmon@imperiumpartners.io)

Emailed on Jun 30, 2020 15:56 CDT	Viewed on Jul 1, 2020 16:52 CDT	Signed on Jul 1, 2020 16:53 CDT
Accessed from 47.51.239.218	Device used Web	Authentication code None




Imperium Legal Team (legal@imperiumpartners.io)

Emailed on Jul 1, 2020 16:53 CDT	
Accessed from	Authentication code None



Documents (documents@imperiumpartners.io)

Emailed on Jul 1, 2020 16:53 CDT	
Accessed from	Authentication code None

**ADDENDUM TO PROOF OF CLAIM
FILED BY CHRISTOPHER BLACKERBY**

Claimant Christopher Blackerby ("Blackerby") hereby submits this Addendum in support of its proof of claim. In or around January 2021, Blackerby invested \$750,000.00 into Rhodium 30MW LLC in exchange for equity in Rhodium 30MW and a secured note for \$725,806. Its equity in Rhodium 30MW was converted into equity in Rhodium Enterprises Inc. during a rollup transaction.

Blackerby gives notice of potential claims against Rhodium 30MW, Rhodium JV LLC (as manager and post-rollup sole member of Rhodium 30MW), Rhodium Enterprises, LLC, and Rhodium Technologies LLC (as sole member of Rhodium JV) (in addition to non-debtor parties and potentially other Rhodium debtor entities (herein altogether generally, "Rhodium") related its investment in Rhodium 30MW. These claims include but are not limited to: [1] unliquidated damages due to gross mismanagement of the business before and after the consolidation and "rollup transaction", corporate waste, diversion of corporate opportunities, self-dealing, and related breaches of fiduciary duties in conducting the operations of Rhodium 30MW and the operation(s) of its successor(s), and [2] unliquidated damages due to misrepresentations and self-dealing in the combination of Rhodium 30MW with other Rhodium entities and thereafter.

The misrepresentations and omissions at issue include, but are not necessarily limited to:

- Misrepresentations and omissions made to Blackerby that were designed to induce its investment in Rhodium 30MW and mislead it as to the relationship between Whinstone US Inc. ("Whinstone") and Rhodium JV, the intent to repay the debt portion of Rhodium 30MW within months as an inducement to accept a below-market interest rate, the intent to use the funds from 30MW's operations to expand 30MW (as opposed to diverting funds), the intent to use 30MW's option agreement for the benefit of 30MW, the business plan to simply mine bitcoin and sell it on the market as

opposed to holding it for investment or purchasing bitcoin for investment, among others; and

- Continuing misrepresentations about the above factors, the rights of various parties, and misrepresentations about the Rhodium business and its relationship with Whinstone, and managements' intentions in order to induce Blackerby to sign the Exchange Agreement as part of the Rollup transaction.

The mismanagement and breaches of fiduciary duties include, but are not necessarily limited to:

- After the rollup transaction, Rhodium represented that Blackerby's shares were worth \$8,585,163.09, whereas the value of the entire business was north of \$2.5 billion. Most, if not all, of the entire value of the Blackerby investment has been destroyed due to Rhodium's negligence, gross mismanagement, self-dealing, misrepresentations and omissions, and wasting corporate assets, among other malfeasance. The Teknos valuation attached to the Rollup PPM (Rollup PPM at pdf.57) implies cash revenues for Rhodium 30MW of over \$150 million, and EBITDA of over \$120 million for the prior twelve months. Rhodium 30MW is suggested in its current filings to have generated some \$40 million in cash revenues since the beginning of 2022. Tens of millions in funds were diverted to other entities' expansion (and were not paid to Blackerby). Rhodium failed to cause Rhodium 30MW to exercise its rights to purchase over 6200 miners at a steep discount (e.g., by exercising an option contract for \$10,000,000 that would have yielded some \$30 million worth of crypto miners), or to otherwise expand the operations of Rhodium 30MW. The rollup transaction further failed to properly account for the contributory value of the assets Rhodium 30MW contributed to the entity.

DISCLOSED CLAIMS

Blackerby believes it has, among other things, claims for breach of contract, fraud,

conversion, equitable restitution, disgorgement, breaches of fiduciary duty, negligence, gross negligence, unjust enrichment, and other claims arising from Rhodium's malfeasance and wrongful conduct. Blackerby may have additional unliquidated claims or remedies against other debtors or non-debtor entities or persons whose role or culpability is not yet known to Blackerby, and Blackerby does not waive or release any such claims, rights, or remedies.

RESERVATION OF RIGHTS

Blackerby reserves the right to further amend and/or supplement this disclosure.

Nothing herein should be construed as an agreement to submit any claim that is not currently within the jurisdiction of the bankruptcy court, to the jurisdiction of the bankruptcy court or to waive trial by jury over any claim. Nor should this claim be construed as consent to the jurisdiction of the bankruptcy court for any purpose other than the limited purpose of giving notice. Nothing herein should be construed as an intentional or knowing release of any claim or any right against any person whether arising out of law or contract.