

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 Crescent 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim?	\$ <u>13,403,733.42</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>equity investment</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> 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) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



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

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

☒ No

☐ Yes. Check all that apply:

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

Amount entitled to priority

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

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

☒ No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.

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

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

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

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

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

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

Executed on date 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 Crescent 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: 13,403,733.42	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 7:06:52 p.m. Eastern Time Title: Company:		

**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 \$1,000,000 into Jordan HPC LLC in exchange for equity in Jordan and a secured note for \$714,285.71. Its equity in Jordan was converted into equity in Rhodium Enterprises Inc. during a rollup transaction.

Blackerby gives notice of potential claims against Jordan, Rhodium JV LLC (as manager and post-rollup sole member of Jordan), Air HPC LLC (pre-rollup manager and sole member of Jordan), 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 Jordan . These claims include but are not limited to: [1] unliquidated damages under contract and tort, as well as equitable relief, arising out of misrepresentations and omissions made during the procurement of the investment in Jordan [2] 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 Jordan and the operation(s) of its successor(s), and [3] unliquidated damages due to misrepresentations and self-dealing in the combination of Jordan 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 Jordan and, as delineated in the addenda for proofs of claims (which are incorporated herein by reference), the false representations to the principals of Blackerby that induced him to agree to sign the rollup transaction for Jordan.

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 \$13,403,733.42, whereas the value of the entire business was north of \$2.5 billion. Most, if not all, of the entire value has been destroyed due to Rhodium's negligence, gross mismanagement, self-dealing, misrepresentations and omissions, and wasting corporate assets, among other malfeasance. Rhodium spent over \$150,000,000 building the Temple facility, which was doomed to fail from the outset, yet it agreed to sell for \$35 million. The Teknos valuation attached to the Rollup PPM (Rollup PPM at pdf.57) implies cash revenues for Jordan of approximately \$143 million, and EBITDA of approximately \$114 million for the prior twelve months. Jordan is suggested in its current filings to have generated \$60 million in cash revenues since the beginning of 2022.

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.

AMENDMENT TO JOINDER AGREEMENT

THIS AMENDMENT TO JOINDER AGREEMENT (the “**Amendment**”) is made as of December ^{12/31/2020} 2020 (the “**Effective Date**”), by and between JORDAN HPC LLC, a Delaware limited liability company (the “**Company**” and “**Jordan**”) and CHRISTOPHER BLACKERBY (the “**Holder**” and “**Blackerby**”). Company and Holder are generally referred to herein together as the “**Parties**” and either, individually as a “**Party**”.

WHEREAS, on November 19, 2020, Holder provided to Jordan a Subscription Agreement, attached hereto as Exhibit “A” (the “**Subscription Agreement**”), for a full subscription amount of FIVE HUNDRED THOUSAND and 00/100’s DOLLARS (\$500,000.00) (the “**Subscription Amount**”); and

WHEREAS, on November 19, 2020 Holder and the Company entered into a Joinder Agreement, attached hereto as Exhibit “B” (the “**Joinder Agreement**”); and

WHEREAS, pursuant to the terms of said Subscription Agreement and Joinder Agreement, Holder has acquired from the Company 5,000 Class B Non-Voting Units in the Company (the “**Units**”); which represent a 1.785714285714290000% Percentage Interest in the Company; and

WHEREAS, pursuant to the Amendment to Blackerby Subscription Agreement for Jordan HPC LLC, attached hereto as Exhibit “C” (the “**Amended Subscription Agreement**”), entered into by and among Holder and the Company on December ^{12/31/2020} 2020, Holder has agreed to increase the Subscription Amount by an additional \$500,000.00, resulting in a Revised Subscription Amount of ONE MILLION AND 00/100’s DOLLARS (\$1,000,000.00) (the “**Revised Subscription Amount**”); and

WHEREAS, due to this Revised Subscription Amount, an additional 5,000 Class B Non-Voting Units in the Company shall be issued to Holder (the “**Additional Units**”); and

WHEREAS, due to the issuance to Holder of the Additional Units, Holder’s Percentage Interest in the Company shall be increased as set forth in the Amended Subscription Agreement.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each Party, the Parties hereby agree as follows:

1. The aforementioned recitals are hereby incorporated into this Amendment by this reference as integral and material terms hereof.

2. Pursuant to the terms of the Amended Subscription Agreement, Blackerby has acquired from the Company a total of 10,000 Class B Non-Voting Units in the Company (the “**Total Units Held**”).

LOAN DATE: 12 / 31 / 2020, 2020
MATURITY DATE: MAY 31, 2023

THIS AMENDMENT TO THE SECURED PROMISSORY NOTE (the “**Note Amendment**”) is made as of 12/31/2020, 2020 (“**Effective Date**”), by and between JORDAN HPC LLC, a Delaware limited liability company (“**Borrower**”) and CHRISTOPHER BLACKERBY (“**Creditor**”). Borrower and Creditor are generally referred to herein together as the “**Parties**” and either, individually, as a “**Party**”.

WHEREAS, Creditor has extended credit to Borrower in the original principal amount of THREE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FORTY-TWO AND 86/100's DOLLARS (**\$357,142.86**) (the “**Original Note Amount**”) which loan is evidenced by that certain Secured Promissory Note given by Borrower to Creditor in the Original Note Amount on November 19, 2020 (the “**Secured Promissory Note**”) and secured by that certain Security Agreement entered into by Borrower and Creditor dated November 19, 2020; and

WHEREAS, Creditor has agreed to increase the Original Note Amount by an additional **\$357,142.85**, resulting in a total principal amount of SEVEN HUNDRED FOURTEEN THOUSAND TWO HUNDRED EIGHTY-FIVE AND 71/100's DOLLARS (**714,285.71**), all subject to the terms of the Secured Promissory Note.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each Party, the Parties hereby agree as follows:

1. The aforementioned recitals are hereby incorporated into this Note Amendment by this reference as integral and material terms hereof.
2. The Principal Amount is hereby amended to SEVEN HUNDRED FOURTEEN THOUSAND TWO HUNDRED EIGHTY-FIVE AND 71/100's DOLLARS (**714,285.71**).
2. All capitalized terms set forth in this Note Amendment which are not expressly defined herein shall have the meanings ascribed to such terms by the Secured Promissory Note.
3. Except as amended and/or modified by this Note Amendment, all other terms of the Secured Promissory Note shall remain in full force and effect, unaltered and unchanged by this Note Amendment, all of which are hereby ratified and confirmed.

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

IN WITNESS WHEREOF, the Parties, by each of their respective duly authorized representatives, have executed, sealed and delivered this Amendment to the Secured Promissory Note effective as of the Effective Date.

BORROWER:

JORDAN HPC LLC

By: Rhodium JV LLC

Its: Manager

By: Imperium Investments Holdings LLC

Its: Manager

Cameron Blackmon

By: Cameron Blackmon

Its: Manager

01 / 04 / 2021

Date

CREDITOR:

CHRISTOPHER BLACKERBY

Chris Blackerby

Christopher Blackerby

12 / 31 / 2020

Date

AMENDMENT TO SECURITY AGREEMENT

THIS AMENDMENT TO SECURITY AGREEMENT (the “**Amendment**”) is made as of 12 / 31 / 2020, 2020 (the “**Effective Date**”), by and between JORDAN HPC LLC, a Delaware limited liability company (“**Grantor**” or “**Borrower**”) and CHRISTOPHER BLACKERBY (“**Creditor**”). Grantor and Creditor are generally referred to herein together as the “**Parties**” and either individually as a “**Party**”.

WHEREAS, Creditor has extended credit to Borrower in the original principal amount of THREE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FORTY-TWO AND 86/100’s DOLLARS (\$357,142.86) (the “**Original Note Amount**”) which loan is evidenced by that certain Secured Promissory Note given by Borrower to Creditor in the Original Note Amount on November 19, 2020 (the “**Secured Promissory Note**”); and

WHEREAS, to secure the repayment of the Original Note Amount, the Parties entered into that certain security agreement between them dated November 19, 2020 (the “**Security Agreement**”); and

WHEREAS, Creditor has agreed to increase the Original Note Amount by an additional \$357,142.85, resulting in a total principal amount of SEVEN HUNDRED FOURTEEN THOUSAND TWO HUNDRED EIGHTY-FIVE AND 71/100’s DOLLARS (\$714,285.71) (the “**Amended Principal Amount**”), all subject to the terms of the Secured Promissory Note; and

WHEREAS, an amendment to the Secured Promissory Note increasing the Original Note Amount to the Amended Principal Amount has been duly executed by the Parties; and

WHEREAS, for the avoidance of doubt, by this Amendment, the Parties seek to memorialize their agreement that the Security Agreement shall extend to, and secure, indebtedness in the amount of the Amended Principal Amount.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each Party, the Parties hereby agree as follows:

1. The aforementioned recitals are hereby incorporated into this Amendment by this reference as integral and material terms hereof.
2. The Indebtedness that is secured by the Security Agreement shall include, but shall not be limited to, the Amended Principal Amount.
3. All capitalized terms in this Amendment that are not explicitly defined herein shall have the meanings ascribed to such terms in the Security Agreement.

4. Except as amended and/or modified by this Amendment, all other terms of the Security Agreement shall remain in full force and effect, all of which are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties, each by their respective duly authorized representatives, have executed, sealed and delivered this Amendment to Security Agreement effective as of the Effective Date.

GRANTOR:

JORDAN HPC LLC

By: Rhodium JV LLC

Its: Manager

By: Imperium Investments Holdings LLC

Its: Manager

Cameron Blackmon

By: Cameron Blackmon

Its: Manager

01 / 04 / 2021

Date

CREDITOR:

CHRISTOPHER BLACKERBY

Chris Blackerby

Christopher Blackerby

12 / 31 / 2020

Date

TITLE	Jordan HPC Investment Documents - Blackerby Final Amended...
FILE NAME	Christopher Black...te & Sec Agmt.pdf
DOCUMENT ID	714d26e1fd3b42107770f7e55a3863486900037d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

01 / 04 / 2021

14:50:02 UTC-6

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



VIEWED

01 / 04 / 2021

15:29:15 UTC-6

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



SIGNED

01 / 04 / 2021

15:29:24 UTC-6

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



COMPLETED

01 / 04 / 2021

15:29:24 UTC-6

The document has been completed.