Fill in this information to identify the case:					
Debtor	Rhodium Enterprises, Inc.				
United States Ba	ankruptcy 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.

P	art 1: Identify the Clair	n			
1.	Who is the current creditor?	GenGlobal RIG LLC 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?	✓ No Yes. From whom?			
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? GenGlobal RIG LLC 2810 N. Church St. PMB 85501 Wilmington, DE 19802-4447, USA Contact phone Contact email	Where should payments to the creditor be sent? (if different) Contact phone Contact email one):		
4.	Does this claim amend one already filed?	✓ No✓ Yes. Claim number on court claims registry (if known)	Filed on		
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the earlier filing?			

Official Form 410 Proof of Claim

Part 2:	Give Information About the Claim as of the Date the Case Was Filed
<u> </u>	

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:			
		Test. East 4 digite of the dester 6 decount of any number year use to identify the dester.			
7.	How much is the claim?	\$ <u>See addendum</u> . 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?	amples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. ach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). it disclosing information that is entitled to privacy, such as health care information. FE Agreement			
9.	Is all or part of the claim secured?	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:			
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:			

Official Form 410 Proof of Claim

12. Is all or part of the claim	☑ No		
entitled to priority under 11 U.S.C. § 507(a)?	_	ck all that apply:	Amount entitled to priority
A claim may be partly priority and partly	— □ Dome	estic support obligations (including alimony and child support) under .S.C. § 507(a)(1)(A) or (a)(1)(B).	œ.
nonpriority. For example, in some categories, the law limits the amount		\$3,350* of deposits toward purchase, lease, or rental of property rvices for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
entitled to priority.	days	es, salaries, or commissions (up to \$15,150*) earned within 180 before the bankruptcy petition is filed or the debtor's business ends, never is earlier. 11 U.S.C. § 507(a)(4).	\$
	☐ Taxe	s or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$
	Cont	ributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
	Othe	r. 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)?	Yes. Indic	cate the amount of your claim arising from the value of any goods recore the date of commencement of the above case, in which the goods ary course of such Debtor's business. Attach documentation supporting	have been sold to the Debtor in
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.	I am the trus I am a guara I understand that the amount of the I have examined I declare under persecuted on date	ditor. ditor's attorney or authorized agent. stee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. antor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. an authorized signature on this <i>Proof of Claim</i> serves as an acknowled claim, the creditor gave the debtor credit for any payments received to the information in this <i>Proof of Claim</i> and have reasonable belief that the enalty of perjury that the foregoing is true and correct. a. 67/09/2025 MM / DD / YYYYY andh of the person who is completing and signing this claim: Aemish Shah	ward the debt. e information is true and correct.



Official Form 410 Proof of Claim

Verita (KCC) ePOC Electronic Claim Filing Summary

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

Debtor:	<u> </u>				
24-90454 - Rhodium Enterprises, Inc.					
District:					
Southern District of Texas, Houston Division					
Creditor:	umentation:				
GenGlobal RIG LLC		g documentation successfully uploaded			
	Related Document Statement:				
2810 N. Church St.					
PMB 85501	Has Related Claim:				
Wilmington, DE, 19802-4447	No				
USA	Related Claim Filed E	Ву:			
Phone:	Filing Dontes				
Phone 2:	Filing Party:				
Fax:	Authorized age	ent			
rax:					
Email:					
aemish@genglobalcapital.com					
Other Names Used with Debtor:	Amends Claim:				
	No				
	Acquired Claim:				
	No				
Basis of Claim:	Last 4 Digits:	Uniform Claim Identifier:			
SAFE Agreement	No				
Total Amount of Claim:	Includes Interest or Charges:				
See addendum	No				
Has Priority Claim:	Priority Under:				
No					
Has Secured Claim:	Nature of Secured A	mount:			
No	Value of Property:				
Amount of 503(b)(9):	Annual Interest Rate	:			
No	Arrearage Amount:				
Based on Lease:					
No	Basis for Perfection:				
Subject to Right of Setoff:	Amount Unsecured:				
No					
Submitted By:					
Aemish Shah on 09-Jul-2025 7:00:01 p.m. Pacific Time					
Title:					
Company:					
GenGlobal RIG LLC					

ADDENDUM TO PROOF OF CLAIM FILED BY GENGLOBAL RIG LLC

GenGlobal RIG LLC ("<u>Claimant</u>"), hereby submits this addendum in support of its proof of claim ("<u>Proof of Claim</u>") against Rhodium Enterprises, Inc. ("<u>REI</u>") for amounts of not less than \$1,500,000 that are or will be owed to Claimant related to and on account of that certain Simple Agreement for Future Equity dated September 30, 2021, between REI and Claimant (collectively, the "<u>SAFE</u>").¹

BASIS FOR CLAIM

- 1. REI filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") on August 29, 2024 (the "Petition Date").
- 2. Claimant holds a Claim, as that term is defined in the Bankruptcy Code, against REI pursuant to the SAFE agreement. Pursuant to the SAFE, Claimant agreed to pay \$1,500,000 to REI, and REI agreed, among other things, that upon the occurrence of a "Dissolution Event" "Proceeds" equal to the "Cash Out Amount" of \$1,500,000 would be "due and payable" to Claimant. REI also agreed that, upon the occurrence of a "Liquidity Event," "Proceeds" would be "due and payable to [Claimant] ... equal to the greater of "either the "Cash-Out Amount" of \$1,500,000, or the "amount payable" in connection with the "Conversion Amount." That right is expressly subject to a liquidation priority set forth elsewhere in the SAFE agreement. SAFE § 1(b).
- 3. Pursuant to the SAFE, the Claimant agreed to pay the Purchase Amount to REI, and REI agreed, among other things, that upon the occurrence of a "Dissolution Event" "Proceeds" equal to the "Cash Out Amount" of \$1,500,000 would be "due and payable" to Claimant. REI also agreed that, upon the occurrence of a "Liquidity Event," "Proceeds" would be "due and payable

_

Capitalized terms used but not defined herein shall have the meanings set forth in the SAFE. Nothing in this addendum is intended to limit the terms of the SAFE, and all of the terms of the SAFE are hereby incorporated in this Proof of Claim.

to [Claimant] ... equal to the greater of "either the "Cash-Out Amount," or the "amount payable" in connection with the "Conversion Amount." That right is expressly subject to a liquidation priority set forth elsewhere in the SAFE. *See* SAFE § 1(b).

- 4. A Dissolution Event or a Liquidity Event has occurred in connection with these cases and Claimant has a current Claim. A "Dissolution Event" is defined as "(i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary." SAFE § 2 (bolding in original). A "Liquidity Event" is defined as a "Change in control other than a Listing Event." *Id.* "Change in Control" in turn is defined to include, among other things, a "reorganization, merger or consolidation of the Company" and "a sale, lease or other disposition of all or substantially all of the assets of the Company." *Id.*
- 5. Under the SAFE agreements, the occurrence of a "Liquidity Event" or a "Dissolution Event" requires REI to pay the Cash-Out Amount to SAFE creditors. The Whinstone Transaction² either was a Liquidity Event or a Dissolution Event. The Whinstone Transaction liquidated substantially all of the Debtors' assets and resulted in a cessation of the Debtors' operations. According to the First Day Declaration, the Debtors' business formerly consisted of "mining digital currency assets utilizing [Debtor]-owned computer equipment (the miners)." *Declaration of David M. Dunn In Support of Chapter 11 Petitions and First Day Relief* [Docket No. 35], at ¶ 62. On the Petition Date, the Debtors had two mining facilities—one located in Temple, Texas, and the other located in Rockdale, Texas. *Id.* The Debtors sold the Temple facility post-petition in a deal that closed on or around December 18, 2024. After closing, according to

As defined in the Motion to Terminate at Docket No. 1247.

the Debtors' recently filed Disclosure Statement, "the Debtors installed the Company owned miners formerly housed at the Temple Site into the Rockdale Site." *Amended Disclosure Statement for Amended Joint Chapter 11 Plan of Liquidation of Rhodium Encore LLC and Its Affiliated Debtors* [Docket No. 1298]. Pursuant to the Whinstone Transaction, the Debtors sold all Debtor-owned miners (along with all other "tangible property") located at Rockdale, including the mining rigs moved from Temple after that site was sold. In other words, the Debtors no longer have the machines necessary to carry out the only operations the Debtors have ever claimed to have had. There can be no good faith assertion that Debtors are continuing to operate following the Whinstone Transaction, or that Debtors remain engaged in any activities other than liquidating their few remaining assets.

6. As a consequence, the SAFE creditors' formerly contingent right to payment of the Cash-Out Amount has matured into a current right to such payment. The Claimant fully performed its obligation under the SAFE by paying the Purchase Amount to REI. Consequently, Claimant has a Claim against REI under the SAFE Agreement. REI's obligations to Claimant constitute legal, valid, binding, and non-avoidable obligations of REI. No portion of REI's obligations under the SAFE is subject to any contest, attack, rejection, recovery, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action, choses in action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

RESERVATION OF RIGHTS

7. Claimant reserves all rights and remedies, including, without limitation, its rights (a) to file any separate or additional proofs of claim with respect to the claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede the claim set forth herein except as expressly provided therein); (b) to amend, modify, and/or supplement this Proof

of Claim in any respect, including with respect to the filing of additional or amended claims; (c) to file additional proofs of claim for any reason; (d) to file a request for payment of a priority or administrative expense; and (e) against all third parties.

8. In addition, the filing of this Proof of Claim is not intended, and shall not be deemed or construed as: (a) a waiver or release of Claimant's rights against any other entity or person liable for all or any part of the claim asserted herein, whether an affiliate or guarantor of the Debtors or otherwise; (b) an election of remedies or waiver of any past, present or future defaults or events of default under any applicable agreement; (c) consent by Claimant to the jurisdiction of the Bankruptcy Court or any other court for any purpose other than with respect to issues directly related to the claims asserted in this Proof of Claim; (d) a waiver or release of, or any other limitation on, Claimant's right to assert that any portion of the claims asserted herein or any other claims are entitled to treatment as priority claims including under Bankruptcy Code sections 503(b) and 507(a)(2); (e) a waiver or release of any right of Claimant to have all disputes with the Debtors resolved through arbitration as may be provided in the agreements, notwithstanding whether or not such matters are designated as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2); (f) consent by Claimant to a trial in the Bankruptcy Court or in any other court of any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157 or otherwise; (g) a waiver or release of the right of Claimant to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by the United States District Court; (h) a waiver or release of any right which Claimant may have to a jury trial; or (i) a waiver of the right to move to withdraw the reference in respect of the subject matter of this Proof of Claim, any objection thereto or other proceeding that may be commenced in the Debtors' bankruptcy cases against or otherwise involving Claimant.

NOTICES REGARDING PROOF OF CLAIM

9. All payments, notices and correspondence with respect to this Proof of Claim (and if filed, any objections thereto) must be sent to Claimant, and its counsel, at the following addresses:

GenGlobal RIG LLC 2810 N. Church St. PMB 85501 Wilmington, DE 19802-4447 aemish@genglobalcapital.com

with a copy to:

Genevieve M. Graham Graham PLLC PO Box 130378 Houston, TX 77219 ggraham@graham-pllc.com

10. Furthermore, the above shall not be construed as an appointment of any person or entity as an authorized agent of Claimant, either expressly or impliedly, for purposes of receiving service of process pursuant to Rule 4 of the Federal Rules of Civil Procedure or other applicable law.

Your claim can be filed electronically on Verita's website at https://www.veritaglobal.net/Rhodium

United States Bankruptcy Court for the Southern District of Texas, Houston Division					
Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)					
☐ Rhodium Encore LLC (Case No. 24-90448)	☐ Rhodium Technologies LLC (Case No. 24-90455)	☐ Rhodium Encore Sub LLC (Case No. 24-90461)			
☐ Jordan HPC LLC (Case No. 24-90449)	☐ Rhodium Renewables LLC (Case No. 24-90456)	☐ Jordan HPC Sub LLC (Case No. 24-90462)			
☐ Rhodium JV LLC (Case No. 24-90450)	☐ Air HPC LLC (Case No. 24-90457)	☐ Rhodium 2.0 Sub LLC (Case No. 24-90463)			
☐ Rhodium 2.0 LLC (Case No. 24-90451)	☐ Rhodium Shared Services LLC (Case No. 24-90458)	☐ Rhodium 10MW Sub LLC (Case No. 24-90464)			
☐ Rhodium 10MW LLC (Case No. 24-90452)	☐ Rhodium Ready Ventures LLC (Case No. 24-90459)	☐ Rhodium 30MW Sub LLC (Case No. 24-90465)			
☐ Rhodium 30MW LLC (Case No. 24-90453)	☐ Rhodium Industries LLC (Case No. 24-90460)	☐ Rhodium Renewables Sub LLC (Case No. 24-90466)			
✓ Rhodium Enterprises, Inc. (Case No. 24-90454)	√Z Rhodium Enterprises, Inc. (Case No. 24-90454)				

Modified 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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

P	art 1: Identify the Clair	n				
1.	Who is the current creditor?	GenGlobal RIG LLC 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?	No Yes. From whom?				
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	See Addendum. Name Number Street City State ZIP Code Country Contact phone Contact email Uniform claim identifier for electronic payments in chapter 13 (if you us	Where should payments to the creditor be sent? (if different) See Addendum. Name Number Street City State ZIP Code Country Contact phone Contact email			
4.	Does this claim amend one already filed?	No Yes. Claim number on court claims registry (if known)	Filed on			
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the earlier filing?				

	art 21. Give information As	Note the Grain as of the Date the Gase Was Fried
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?	\$ See Addendum. 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. See Addendum.
9.	Is all or part of the claim secured?	No
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	☑ No				Amount antitled to make it.
11 U.S.C. § 507(a)?	Yes.	Check all that apply:			Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example,		Domestic support obligations I1 U.S.C. § 507(a)(1)(A) or	s (including alimony and child su (a)(1)(B).		\$
in some categories, the law limits the amount entitled to priority.		Jp to \$3,350* of deposits to services for personal, family	ward purchase, lease, or renta r, or household use. 11 U.S.C. §	l of property or § 507(a)(7).	\$
endied to phonty.	C		sions (up to \$15,150*) earned opetition is filed or the debtor's to C. § 507(a)(4).		\$
		Taxes or penalties owed to g	overnmental units. 11 U.S.C. §	507(a)(8).	\$
	П	Contributions to an employe	e benefit plan. 11 U.S.C. § 507	(a)(5).	\$
	_		f 11 U.S.C. § 507(a)() that ap		*
					n or ofter the date of adjustment
		lourits are subject to adjustment	on 4/01/25 and every 3 years after the	nation cases begun o	in or after the date of adjustment.
13. Is all or part of the claim entitled to administrative	No				
priority pursuant to 11 U.S.C. § 503(b)(9)?	days	before the date of commer	r claim arising from the value oncement of the above case, in valor's business. Attach documen	which the goods ha	ave been sold to the Debtor in
	\$ <u></u>		_		
Part 3: Sign Below					
The person completing	Check the a	opropriate box:			
this proof of claim must sign and date it.	I am the creditor.				
FRBP 9011(b).	☐ I am the	e creditor's attorney or autho	orized agent.		
If you file this claim electronically, FRBP	_	I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.			
5005(a)(2) authorizes courts					
to establish local rules specifying what a signature is.		guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. If that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgement that when calculating			
A person who files a			e on this <i>Proof of Claim</i> serves a e the debtor credit for any paym		
fraudulent claim could be fined up to \$500,000,	I have exam	ined the information in this F	Proof of Claim and have reasona	able belief that the i	nformation is true and correct.
imprisoned for up to 5	I declare und	der penalty of perjury that the	e foregoing is true and correct.		
years, or both. 18 U.S.C. §§ 152, 157, and 3571.	Executed on	date 6/30/2025 MM / DD / YYYY			
	DocuSigned by:	WIW 7 55 7 1111			
	Armish Shah				
	Signature				
	Print the na	me of the person who is c	ompleting and signing this cla	aim:	
	Name	Aemish		Shah	
		First name	Middle name	Last nar	ne
	Title				
	Company	GenGlobal RIG LLC	C		
	Company	Identify the corporate ser	vicer as the company if the authorized	d agent is a servicer.	<u> </u>
	A -1.1	2810 N. Church St.			
	Address	Number Street	et		_
		Wilmington	DE	19802-44	147
		City	State	ZIP Code	Country
	Contact phone			Email aemis	h@genglobalcapital.com