

Fill in this information to identify the case:

Debtor Rhodium Technologies LLC

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

Case number 24-90455

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.

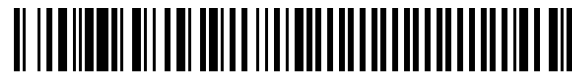
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, 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>Chang Living Trust</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
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? Chang Living Trust Charles Chang 3808 Clay St San Francisco, CA 94118, USA Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email <u>emailcharleschang@gmail.com</u>
	Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>48</u> Filed on <u>11/19/24</u> 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>72648</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>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.</p> <p><u>Money loaned</u></p>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: <u>Pledge agreement</u> 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: \$ <u>0</u> Amount of the claim that is unsecured: \$ <u>72648</u> (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) <u>3.05</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



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

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

☒ No

☐ Yes. Check all that apply:

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

Amount entitled to priority

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

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

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

☒ No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.

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

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

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

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

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

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

Executed on date 11/20/2024
MM / DD / YYYY

/s/Charles Chang
Signature

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

Name Charles Chang
First name Middle name Last name

Title Trustee

Company Chang Living Trust
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: 24-90455 - Rhodium Technologies LLC		
District: Southern District of Texas, Houston Division		
Creditor: Chang Living Trust Charles Chang 3808 Clay St San Francisco, CA, 94118 USA Phone: Phone 2: Fax: Email: emailcharleschang@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: Yes - 48, 11/19/24 Acquired Claim: No	
Basis of Claim: Money loaned	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 72648	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 0 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Describe: Pledge agreement Value of Property: Annual Interest Rate: 3.05%, Fixed Arrearage Amount: Basis for Perfection: Amount Unsecured: 72648	
Submitted By: Charles Chang on 20-Nov-2024 10:50:38 p.m. Eastern Time Title: Trustee Company: Chang Living Trust		

Rhodium Enterprises Inc.



Chang Living Trust

October 15, 2024

Subject: Debt Repayment Summary

Dear Chang Living Trust:

For your records, this document provides a debt repayment summary. The following table outlines the general details of your secured promissory note with Rhodium Technologies LLC.

Loan Terms:

Origination Date:	September 29, 2022
Maturity Date:	September 29, 2024
Original Amount:	\$100,000
Annual Interest Rate:	3.05%
Renewables Net Profit Share % for Principal repayment:	0.15%

Current loan status as of 09/30/2024:

Total Accrued Interest:	\$899
Principal repaid:	\$28,251
Interest paid:	\$4,370
Outstanding balance:	\$72,648

Payment details for the period between 7/1/2024 and 09/29/2024:

Accrued interest:	\$354
Rhodium Renewables Net Profit (Exhibit 1):	\$0
Renewables Profit Share % for repayment:	0.15%
Payment owed:	\$0

Loan status after current payment:

Remaining Total Accrued Interest:	\$899
Principal repaid:	\$0
Interest paid:	\$0
Outstanding balance:	\$72,648

Repayment Terms Pursuant to Exhibit B of the Private Placement Memorandum: "During the term of this Note, Borrower shall make quarterly installment payments to Creditor in an amount equal to 1.5% of Net Profits (as hereinafter defined) attributable to up to and not to exceed 102.5 megawatts (MW) of infrastructure of Rhodium Renewables LLC, a Delaware limited liability company ("Renewables"), for every \$1,000,000 of Principal Amount. The share of Renewables' Net Profits attributable to 102.5 MW or fewer of infrastructure used in the calculation of quarterly installment payments will be determined by the number of MW of infrastructure completed at the beginning of the quarter for which the installment payment is being calculated pursuant to the following: (i) 100% when 102.5 MW or fewer of infrastructure is completed; or (ii) 102.5 divided by the number of MW of infrastructure completed when more than 102.5 MW of infrastructure is completed. For avoidance of doubt, the share of Renewables Net Profit attributable to 102.5 MW of infrastructure once all 225 MW of infrastructure capacity is completed will be 46%. In accordance and consistent with GAAP, and our accounting policies, practices, and procedures (including all practices and valuation and estimation methodologies), "Net Profits" shall be defined as recognized revenue less costs of revenue (which include the costs of energy, labor, and materials used in the operation, maintenance and repair of the revenue generating assets in the production of revenue for the period), lease expenses, property tax expenses and other operating costs.

For avoidance of doubt, the calculation of Net Profits shall be computed in a manner which treats Renewables as a separate profit and cost center, distinct from Borrower and other affiliates of Borrower. The Net Profits shall be determined as of the last day of each fiscal quarter, and the quarterly payment each fiscal quarter shall be due and payable on the 15th day following the end of the fiscal quarter. The quarterly payments shall be applied and credited first to Accrued Interest, and thereafter to the Principal Amount. Once the Principal Amount has been repaid in full, the quarterly installment payments will cease with no additional payments owed.”

Rhodium Renewables Financial Results Q3- 2024 (Unaudited)

The table below are the preliminary Rhodium Renewables operating results for Q3- 2024 (unaudited).

EXHIBIT 1

PROFIT & LOSS STATEMENT * FOR PERIOD ENDED SEPTEMBER 30, 2024

	Jul-24	Aug-24	Sep-24	Q3-24
Revenue				
Revenue, net – digital asset mining	\$ 2,674,650	\$ 2,533,777	\$ 2,626,784	\$ 7,835,210
Revenue, net- hosted	\$ 248,030	\$ 441,703	\$ 454,630	\$ 1,144,362
Cost of Revenue				
Cost of Revenue- Electricity*	\$ 2,440,862	\$ 1,890,058	\$ 2,749,137	\$ 7,080,057
Cost of Revenue- Direct Costs	\$ 395,647	\$ 754,573	\$ 133,541	\$ 1,283,761
Lease Expense	\$ 764,850	\$ 811,347	\$ 811,347	\$ 2,387,545
Property Tax Expense	\$ 249,341	\$ 249,341	\$ 249,341	\$ 748,022
Other Operating Costs	\$ -	\$ -	\$ -	\$ -
Net Profit	\$ (928,021)	\$ (729,839)	\$ (861,952)	\$ (2,519,813)

Profit & Loss Statement is preliminary and unaudited

** Cost of Revenue- Electricity includes power curtailment credits*

Very truly yours,

Rhodium Enterprises, Inc.

PRINCIPAL AMOUNT: \$100,000.00

LOAN DATE: September 29, 2022
MATURITY DATE: September 29, 2024

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, RHODIUM TECHNOLOGIES LLC, a Delaware limited liability company (hereinafter, the “**Borrower**”), promises to pay to the order of Chang Living Trust, a trust formed under the laws of California (hereinafter, the “**Creditor**”), the principal sum of ONE HUNDRED THOUSAND AND 00/100S DOLLARS (**\$100,000.00**) (the “**Principal Amount**”), which Principal Amount and Accrued Interest (as hereinafter defined) shall be due and payable upon the terms and conditions set forth in this Secured Promissory Note (hereinafter, this “**Note**”).

1. Interest. The outstanding balance of Principal Amount shall accrue simple interest at the rate of 3.05% per annum (hereinafter, “**Accrued Interest**”).

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

3. Repayment. During the term of this Note, Borrower shall make quarterly installment payments to Creditor in an amount equal to 1.5% of Net Profits (as hereinafter defined) attributable to up to and not to exceed 102.5 megawatts (MW) of infrastructure of Rhodium Renewables LLC, a Delaware limited liability company (“**Renewables**”), for every \$1,000,000 of Principal Amount. The share of Renewables’ Net Profits attributable to 102.5 MW or fewer of infrastructure used in the calculation of quarterly installment payments will be determined by the number of MW of infrastructure completed at the beginning of the quarter for which the installment payment is being calculated pursuant to the following: (i) 100% when 102.5 MW or fewer of infrastructure is completed; or (ii) 102.5 divided by the number of MW of infrastructure completed when more than 102.5 MW of infrastructure is completed. For avoidance of doubt, the share of Renewables Net Profit attributable to 102.5 MW of infrastructure once all 225 MW of infrastructure capacity is completed will be 46%. In accordance and consistent with GAAP, and our accounting policies, practices, and procedures (including all practices and valuation and estimation methodologies), “**Net Profits**” shall be defined as recognized revenue less costs of revenue (which include the costs of energy, labor, and materials used in the operation, maintenance and repair of the revenue generating assets in the production of revenue for the period), lease expenses, property tax expenses and other operating costs. For avoidance of doubt, the calculation of Net Profits shall be computed in a manner which treats Renewables as a separate profit and cost center, distinct from Borrower and other affiliates of Borrower. The Net Profits shall be determined as of the last day of each fiscal quarter, and the quarterly payment each fiscal quarter shall be due and payable on the 15th day following the end of the fiscal quarter. The quarterly payments shall be applied and credited first to Accrued Interest, and thereafter to the Principal Amount. Once the Principal Amount has been repaid in full, the quarterly installment payments will cease with no additional payments owed.

4. Maturity Date. The “**Maturity Date**” of this Note shall be on the second (2nd) anniversary of the Loan Date set forth above; provided, however, that the Borrower may elect an earlier Loan Date upon written notice to Creditor (“**Revised Loan Date**”), in which case the Maturity Date shall be on the second (2nd) anniversary of the Revised Loan Date. On the Maturity Date, the entire outstanding balance of Principal Amount and Accrued Interest shall be due and payable.

5. Prepayment. 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 to Accrued Interest, and then to the Principal Amount.

6. Default. 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 pay any installment of monthly payment; (c) the failure of Borrower to keep, perform or observe any covenant, condition or agreement contained or expressed herein or in the Pledge Agreement; (d) Borrower becoming insolvent; (e) Borrower making a general assignment for the benefit of creditors; (f) 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 (g) Borrower dissolving or liquidating.

7. Remedies. Upon the occurrence of an Event of Default hereunder that remains uncured for thirty (30) days following written notice by Creditor to Borrower: (a) the outstanding balance of the Principal Amount and all Accrued Interest shall be immediately due and payable; and (b) the Creditor may exercise any and all rights or remedies that the Creditor has under this Note and/or the Pledge Agreement, along with any and all other or additional rights or remedies to which the Creditor may be entitled at law or in equity.

8. Modification and Waiver. 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.

9. Notice. 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 Technologies LLC
4146 W US Highway 79
Rockdale, TX 76567
Attention: Legal Department

With a copy via same means to:

FORNARO LAW
1022 S. La Grange Rd.
La Grange, IL 60525
Attn: Habib Wardak
Heather Cavanaugh
habib@fornarolaw.com
heather@fornarolaw.com

IF TO CREDITOR:

Charles Chang
1025 Powhattan Ave
San Francisco, CA 94110
emailcharleschang@gmail.com

10. Governing Law. 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 and federal courts located in Travis County, 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 or federal courts located in Travis County, Texas, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

11. WAVIER OF JURY TRIAL. 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.

12. Assignment. 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.

13. Successors and Assigns. 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.

14. Severability. 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.

15. Counterparts; Electronic Signatures. 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.

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

[SIGNATURE PAGE TO SECURED PROMISSORY NOTE FROM RHODIUM TECHNOLOGIES
LLC.]

BORROWER:

RHODIUM TECHNOLOGIES LLC
A Delaware limited liability company

Cameron Blackmon

By: Cameron Blackmon
Its: Authorized Signatory

CREDITOR:

By: *Charles Chang*
Name: Charles Chang
Its: Trustee

TITLE	Rhodium Enterprises PPM - Chang Trust Note, Pledge & Warrant...
FILE NAME	Chang Trust - Note - EXECUTABLE.docx and 2 others
DOCUMENT ID	04f26340b5422760e3afd1245167db7b2e6fc580
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

09 / 22 / 2022

16:19:50 UTC-5

Sent for signature to Charles Chang
(emailcharleschang@gmail.com) from corporate@fornarolaw.com
IP: 73.45.199.2



VIEWED

09 / 23 / 2022

08:09:01 UTC-5

Viewed by Charles Chang (emailcharleschang@gmail.com)
IP: 71.202.84.44



SIGNED

09 / 23 / 2022

08:12:48 UTC-5

Signed by Charles Chang (emailcharleschang@gmail.com)
IP: 71.202.84.44



COMPLETED

09 / 23 / 2022

08:12:48 UTC-5

The document has been completed.

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (“**Pledge Agreement**”) is made and entered into on September 29, 2022 (the “**Effective Date**”), by and between Chang Living Trust, a trust formed under the laws of California (the “**Pledgee**”), and Imperium Investments Holdings LLC, a Wyoming limited liability company (the “**Pledgor**”). The Pledgor and the Pledgee are collectively referred to hereinafter as the “**Parties**”, or each severally, a “**Party**”.

RECITALS

WHEREAS, pursuant to that certain Secured Promissory Note dated as of the date hereof given by Rhodium Technologies LLC, a Delaware limited liability company (the “**Borrower**”) to Pledgee (hereinafter, and as the same may be amended restated, replaced, supplemented or otherwise modified from time to time, simply, the “**Note**”), Pledgee has agreed to make a loan to Borrower in the original principal amount of ONE HUNDRED THOUSAND AND 00/100s DOLLARS (\$100,000.00);

WHEREAS, as additional consideration for and an inducement to Pledgee’s willingness to enter into the transaction evidenced by the Note, the Pledgor is willing to pledge a certain number of Class A Units in Borrower to Pledgee to be held as additional security by Pledgee securing the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Borrower to the Pledgee under the Note;

WHEREAS, the Parties have had an adequate opportunity to consult legal counsel, and otherwise, fully understand the terms and conditions provided for, and freely and voluntarily enter into this Pledge Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of each Party’s obligations hereunder, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals paragraphs set forth above are incorporated herein by reference as if fully set forth in the body of this Pledge Agreement.
2. Creation of Security Interest. In order to secure the full and faithful performance of Borrower’s obligations under the Note, Pledgor hereby pledges and assigns to Pledgee 72,857 Class A Units in Borrower (the “**Pledged Shares**”), and Pledgor pledges and assigns said Pledged Shares to the Pledgee and grants to Pledgee a security interest in the Pledged Shares pursuant to the UCC (as hereinafter defined). The amount of the Pledged Shares subject to this Pledge Agreement and the security interest created hereunder shall automatically reduce by 7,285 Class A Units for every \$10,000 of the Principal Amount that is no longer outstanding (the “**Adjusted Pledged Shares**”).
3. Pledgors’ Covenants. So long as any Principal Amount and Accrued Interest remains outstanding, Pledgor covenants: (a) to keep the Adjusted Pledged Shares free of any lien, pledge, charge, encumbrance, security interest, restriction, or a right on the part of any third person to purchase or acquire the Adjusted Pledged Shares or any portions thereof which are adverse to the rights of ownership of the Pledgor as shareholder of Borrower; (b) to retain good and merchantable title to the Adjusted Pledged Shares; and (c) to not assign any of the Adjusted Pledged Shares until the obligations under the Note have been satisfied.

4. Events of Default; Remedies. Upon an Event of Default as defined in the Note and/or Pledgors' default on its obligations hereunder, in each case following thirty (30) days' written notice by Pledgee to Pledgor (an "**Event of Default**"), Pledgee shall, with respect to the Adjusted Pledged Shares, have all of the rights and remedies afforded to a secured party under the UCC, including any other rights or remedies available to the Pledgee at law or in equity. For the purposes of this Pledge Agreement, "**UCC**" means the Uniform Commercial Code as adopted in the State of New York, as amended. Promptly following any acquisition by Pledgee of legal title in and to any one or more of the Adjusted Pledged Shares, Pledgee covenants and agrees that Pledgee shall exchange all such Adjusted Pledged Shares for shares of Class A common stock of Rhodium Enterprises, Inc. on a 1:1 basis (i.e., one Class A Unit of Rhodium Technologies LLC in exchange for one share of Class A common stock of Rhodium Enterprises, Inc.). Until such time as such an exchange is consummated, Pledgee covenants and agrees not to exercise any rights or remedies under the Borrower's LLC agreement or other governance documents to which the Pledgee might otherwise be entitled. In the event that, through no fault of Pledgor, Borrower or Rhodium Enterprises, Inc., such an exchange fails to take place within fifteen (15) business days of the date upon which Pledgee acquires legal title to any one or more of the Adjusted Pledged Shares, then Borrower, at Borrower's option, may declare all such Adjusted Pledged Shares redeemed in exchange for a new promissory note to be given by Borrower to Pledgor for the fair value thereof, to be paid over two (2) years in equal quarterly installments with zero interest.

5. Termination. Upon the payment in full of all outstanding Principal Amount and Accrued Interest due under the Note, the Adjusted Pledged Shares hereunder shall be automatically deemed released and Pledgee shall have no further rights with respect to the Adjusted Pledged Shares thereafter.

6. Further Assurances. Each Party agrees that at any time and from time to time, at the request of the other Party, to execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby.

7. Modification and Waiver. No modification or waiver of any of the terms of this Pledge Agreement shall be allowed unless by written agreement signed by Pledgor and Pledgee. 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.

8. Notice. Any notices required under this Pledge Agreement shall be in writing and delivered to the recipients and addresses specified below, or such other addresses as Pledgee or Pledgor may specify from time to time in writing.

IF TO PLEDGOR:
7546 Pebble Drive
Ft. Worth, TX 76118
Attention: Legal Department

With a copy via same means to:

FORNARO LAW
1022 S. La Grange Rd.
La Grange, IL 60525
Attn: Habib Wardak
Heather Cavanaugh
habib@fornarolaw.com
heather@fornarolaw.com

IF TO PLEDGEE:

Charles Chang
1025 Powhattan Ave
San Francisco, CA 94110
emailcharleschang@gmail.com

9. Governing Law. Except with respect to applicability of the UCC with respect to the Pledged Shares, all questions concerning the construction, validity and interpretation of this Pledge Agreement 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 Pledge Agreement 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 Pledge Agreement or the transactions contemplated hereby in the state courts of the State of Texas, located in the City of Fort Worth, Texas, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

10. WAVIER OF JURY TRIAL. 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 PLEDGE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

11. Assignment. Neither Party may assign, sell, or otherwise transfer its rights and obligations under Pledge Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld.

12. Successors and Assigns. The terms and conditions of this Pledge shall inure to the benefit of and shall be binding upon the heirs, administrators, executors, successors, and/or assigns of the Pledgor and Pledgee.

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

14. Counterparts; Electronic Signatures. This Pledge Agreement 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 Pledge Agreement and any amendments thereto may be executed and delivered using Electronic Delivery (hereinafter defined). A Party's signature and execution of this Pledge Agreement 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 Pledge Agreement, 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 Pledge Agreement, 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 Pledge Agreement, and any amendments thereto, and deliver the same to requesting Party. No Party shall not raise the use of Electronic Delivery to deliver a signature or the fact that any signature or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to validate of this Pledge Agreement or terms hereof, and all of the Parties hereby forever waives any such defense.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO STOCK PLEDGE AGREEMENT]

PLEDGOR:

IMPERIUM INVESTMENTS HOLDINGS, LLC

A Wyoming limited liability company

Cameron Blackmon

By: Cameron Blackmon

Its: Manager

PLEDGE:

Chang Living Trust

a trust formed under the laws of California

Charles Chang

By: Charles Chang

Its: Trustee

TITLE	Rhodium Enterprises PPM - Chang Trust Note, Pledge & Warrant...
FILE NAME	Chang Trust - Note - EXECUTABLE.docx and 2 others
DOCUMENT ID	04f26340b5422760e3afd1245167db7b2e6fc580
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

09 / 22 / 2022

16:19:50 UTC-5

Sent for signature to Charles Chang
(emailcharleschang@gmail.com) from corporate@fornarolaw.com
IP: 73.45.199.2



VIEWED

09 / 23 / 2022

08:09:01 UTC-5

Viewed by Charles Chang (emailcharleschang@gmail.com)
IP: 71.202.84.44



SIGNED

09 / 23 / 2022

08:12:48 UTC-5

Signed by Charles Chang (emailcharleschang@gmail.com)
IP: 71.202.84.44



COMPLETED

09 / 23 / 2022

08:12:48 UTC-5

The document has been completed.