

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>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?	<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>3,720,785.88</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>debt and 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: 24-90455 - Rhodium Technologies LLC 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: debt and equity investment	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 3,720,785.88	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 6:41:37 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 \$750,000.00 into Rhodium 2.0 in exchange for equity in Rhodium 2.0 and a secured note for \$525,000. Its equity in Rhodium 2.0 was converted into equity in Rhodium Enterprises Inc. during a rollup transaction.

Blackerby gives notice of potential claims against Rhodium 2.0, Rhodium JV LLC (as manager and post-rollup sole member of Rhodium 2.0), 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 to his investment in Rhodium 2.0. These claims include but are not limited to: [1] payment of his secured debt, [2] 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 Rhodium 2.0, [3] 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 2.0 and the operation(s) of its successor(s), and [4] unliquidated damages due to misrepresentations and self-dealing in the combination of Rhodium 2.0 with other Rhodium entities and thereafter.

Blackerby is owed \$525,000 plus continuing interest for its secured debt secured by a promissory note and Texas UCC-1 filing (attached to POC which is wholly incorporated herein by reference) and which is past the 36-month maturity date of January 25, 2024.

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

- Misrepresentations and omissions made to Blackerby that were designed to induce his investment in Rhodium 2.0 and mislead him as to the relationship

between Whinstone US Inc. (“Whinstone”) and Rhodium JV, the status of Building D, the intent to repay the debt portion of Rhodium 2.0 within months as an inducement to accept a below-market interest rate, 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 \$3,195,785.88, whereas the value of the entire business was north of \$2.5 billion. The Teknos valuation attached to the Rollup PPM (Rollup PPM at pdf.57) implies cash revenues for Rhodium 2.0 of approximately \$143 million, and EBITDA of approximately \$114 million for the prior twelve months. Rhodium 2.0 is suggested in its current filings to have generated \$60 million in cash revenues since the beginning of 2022. 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.

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

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.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Christopher Blackerby 8134586919

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Christopher Blackerby
401 Hamilton Crescent
Clearwater, FL 33756-33756
USA

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

FILING NUMBER: 24-0042946374
FILING DATE: 07/23/2024 03:06 PM
DOCUMENT NUMBER: 1384695860003
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR

1a. ORGANIZATION'S NAME
RHODIUM 2.0 LLC

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

4412 SUMMERCREST COURT

FORT WORTH

TX

76109

USA

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

OR

3a. ORGANIZATION'S NAME

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

401 Hamilton Crescent

Clearwater

FL

33756

USA

4. COLLATERAL: This financing statement covers the following collateral:
All RHODIUM 2.0 LLC collateral.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

6b. Check only if applicable and check only one box:
☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

RHODIUM 2.0 LLC JOINDER AGREEMENT

This Joinder Agreement (this “**Joinder Agreement**”) to that certain Operating Agreement for Rhodium 2.0 LLC, a Delaware limited liability company (the “**Company**”) dated and effective as of December 22, 2020, by and among Rhodium JV LLC, a Delaware limited liability company (as the “**Member**”) and Rhodium JV LLC, a Delaware limited liability company (as the “**Manager**”)(the “**Operating Agreement**”) is made and entered into as of 01 / 21 / 2021 (the “**Effective Date**”) by and between the Company and Christopher Blackerby, an individual (the “**Holder**” and “**Blackerby**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Operating Agreement.

RECITALS

WHEREAS, Holder has acquired from the Company 2,250,000 Class B Non-Voting Units in the Company (the “**Units**”) pursuant to the Subscription Agreement, attached hereto as Exhibit “A”, dated 01 / 21 / 2021 by and among Blackerby and the Company (the “**Subscription Agreement**”); and

WHEREAS, pursuant to the terms of the Subscription Agreement, Blackerby’s 2,250,000 Class B Non-Voting Units represent a 0.58333333333327% Percentage Interest in the Company; and

WHEREAS, pursuant to the terms of the Subscription Agreement and the Operating Agreement, Holder is required, as a holder of such Units, to become a party to the Operating Agreement, and Holder agrees to do so in accordance with the terms hereof and the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holder hereby agrees as follows:

1. Joinder to LLC Agreement. Holder hereby agrees that, upon execution of this Joinder, Blackerby shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Operating Agreement as though an original party thereto and shall be deemed a Class B Non-Voting Unit Member for all purposes thereof.
2. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
3. Counterparts. This Joinder Agreement may be executed in one or more counterparts, including electronically signed counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument.

4. Notices. All notices, demands or other communications as set forth in the Operating Agreement, shall be directed to Holder at:

Christopher Blackerby

401 Hamilton Crescent

Clearwater, FL 33756

Email: chris0771980@gmail.com

5. Descriptive Headings. The headings used in this Joinder are for administrative convenience only and do not constitute substantive manner to be considered in construing this Joinder.

The parties have executed this Joinder Agreement as of the date set forth above.

The Company:

RHODIUM 2.0 LLC

A Delaware limited liability company

By: Rhodium JV LLC

Its: Manager

Cameron Blackmon

By: Cameron Blackmon

Its: Authorized Representative

The Holder:

CHRISTOPHER BLACKERBY

An individual

Chris Blackerby

Christopher Blackerby

PRINCIPAL AMOUNT: \$525,000.00

LOAN DATE: 01 / 21 / 2021, 2021

MATURITY DATE: JULY 30, 2024

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, RHODIUM 2.0 LLC, a Delaware limited liability company (hereinafter, the “**Borrower**”), promises to pay to the order of CHRISTOPHER BLACKERBY, an individual (hereinafter, the “**Creditor**”) the principal sum of FIVE HUNDRED TWENTY-FIVE THOUSAND AND 00/100S DOLLARS (\$525,000.00) (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**”).

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 **0.20%** 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 **July 30, 2024** (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 2.20% 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 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 2.0 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:

Christopher Blackerby
401 Hamilton Crecent
Clearwater, FL 33756
chris0771980@gmail.com

With a copy via same means to:

Christopher Blackerby
401 Hamilton Crescent
Clearwater, FL 33756
chris0771980@gmail.com

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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE(S) FOLLOWS]

[SIGNATURE PAGE TO SECURED PROMISSORY NOTE FROM RHODIUM 2.0 LLC]

BORROWER: **RHODIUM 2.0 LLC,**
 A Delaware limited liability company

By: Rhodium JV LLC,
Its: Manager



By: Cameron Blackmon
Its: Authorized Representative

DATE: 02 / 05 / 2021, 2021

CREDITOR: **CHRISTOPHER BLACKERBY**
 An individual



Christopher Blackerby

DATE: 01 / 21 / 2021

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “**Security Agreement**”) is made and entered into on 01 / 21 / 2021 2021, by RHODIUM 2.0 LLC, a Delaware limited liability company (hereinafter, the “**Grantor**” or “**Borrower**”), in favor of CHRISTOPHER BLACKERBY, 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 FIVE HUNDRED TWENTY-FIVE THOUSAND AND 00/100S DOLLARS (\$525,000.00) 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 (but excluding the lien created by this Security Agreement, which is also listed on **Exhibit B** attached hereto) (collectively, and exclusive of the lien created by this Security Agreement, the “**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.

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 2.0 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:

Christopher Blackerby
401 Hamilton Crescent
Clearwater, FL 33756
chris0771980@gmail.com

With a copy via same means to:

Christopher Blackerby
401 Hamilton Crescent
Clearwater, FL 33756
chris0771980@gmail.com

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 FOLLOWS]

[SIGNATURE PAGE TO SECURITY AGREEMENT FROM RHODIUM 2.0 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 2.0 LLC,**
A Delaware limited liability company

By: Rhodium JV LLC,
Its: Manager

Cameron Blackmon

By: Cameron Blackmon,
Its: Authorized Signatory

DATE: 02 / 05 / 2021, 2021

CREDITOR: **CHRISTOPHER BLACKERBY**
An individual

Chris By

Christopher Blackerby

DATE: 01 / 21 / 2021

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;

(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.

TITLE	Rhodium 2.0 Inv Docs for Counter Signing - Blackerby
FILE NAME	Rhodium 2.0 Joind...t - Blackerby.pdf
DOCUMENT ID	000d0829fe0729d43650a2fe3d7c5d2e765a6a70
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

02 / 05 / 2021

11:17:34 UTC-6

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



VIEWED

02 / 05 / 2021

11:43:11 UTC-6

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



SIGNED

02 / 05 / 2021

11:43:22 UTC-6

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



COMPLETED

02 / 05 / 2021

11:43:22 UTC-6

The document has been completed.