

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or Section 15(d) of the
Securities Exchange Act of 1934

May 3, 2023

Date of Report (Date of earliest event reported)

ROTH CH ACQUISITION V CO.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

001-41105
(Commission File Number)

86-1229207
(I.R.S. Employer
Identification Number)

888 San Clemente Drive, Suite 400
Newport Beach, CA
(Address of Principal Executive Offices)

92660
(Zip Code)

Registrant's telephone number, including area code: (949) 720-5700

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	ROCL	The Nasdaq Stock Market LLC
Warrants	ROCLW	The Nasdaq Stock Market LLC
Units	ROCLU	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On April 20, 2023, Roth CH Acquisition V Co., a Delaware corporation (the "Company"), filed a preliminary proxy statement with the U.S. Securities and Exchange Commission ("SEC") in connection with the special meeting of stockholders to be held on May 17, 2023. As more fully described in the definitive proxy statement to be filed by the Company with the SEC, the special meeting will be held for the purpose of considering and voting on a proposal to amend (the "Extension Amendment") the Company's amended and restated certificate of incorporation (the "Charter"), to extend the date by which the Company has to consummate a business combination up to six (6) times, each such extension for an additional one (1) month period, from June 3, 2023 to December 4, 2023.

In connection with the Extension Amendment, public stockholders may elect to redeem their shares for a per-share price, payable in cash, equal to the aggregate amount then on deposit in the trust account established in connection with the Company's initial public offering (the "Trust Account"), including interest not previously released to the Company to pay franchise and income taxes, divided by the number of then outstanding public shares. If the Extension Amendment is approved by the requisite vote of stockholders, the remaining holders of public shares will retain their right to redeem their public shares when the business combination is submitted to the stockholders, subject to any limitations set forth in the Charter, as amended by the Extension Amendment. However, the Company will not proceed with the Extension Amendment if the redemption of public shares in connection therewith would cause the Company to have net tangible assets of less than \$5,000,001. On May 3, 2023, the Company entered into non-redemption agreements with certain stockholders owning, in the aggregate, 1,310,409 shares of the Company's common stock, pursuant to which such stockholders agreed, among other things, not to redeem or exercise any right to redeem such public shares in connection with the Extension Amendment. Certain initial stockholders of the Company agreed to pay the stockholders that entered into such agreements \$0.04 per share for each one-month extension in connection with such agreements. The Company may enter into other agreements with one or more stockholders pursuant to which such stockholders will agree not to redeem all or a portion of their public shares in connection with the Extension Amendment. No additional funds will be deposited into the Trust Account.

A form of the non-redemption agreement is filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference. The foregoing description of the non-redemption agreements and the transactions contemplated thereby is not complete and is qualified in its entirety by reference to the form of non-redemption agreement filed herewith.

Item 9.01 Financial Statements and Exhibits

Exhibit Number	Description
10.1	Form of Non-Redemption Agreement.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: May 3, 2023

ROTH CH ACQUISITION V CO.

By: /s/ John Lipman
Name: John Lipman
Title: Co-Chief Executive Officer and Co-Chairman of the Board

NON-REDEMPTION AGREEMENT

This VOTING AND NON-REDEMPTION AGREEMENT, dated as of _____, 2023 (this "Agreement"), is entered into by Roth CH Acquisition V Co., a Delaware corporation (the "Company"), and _____ ("Shareholder").

WHEREAS, the Company was formed for the purpose of conducting a business combination with one or more entities;

WHEREAS, the amended and restated certificate of incorporation of the Company (the "Charter") provides that the Company must consummate an initial business combination by June 3, 2023, or it must liquidate;

WHEREAS, the Company intends to seek approval of its shareholders to, at the discretion of the Company's board of directors, amend the Charter to extend the date by which the Company must consummate an initial business combination on a monthly basis up to six times from June 3, 2023 to December 4, 2023 (the "Extension Proposal");

WHEREAS, in accordance with its Charter, in connection with the Extension Proposal, the Company must provide the public holders of its common stock, par value \$0.0001 per share ("Common Stock"), with the right to redeem the shares of Common Stock held by them; and

WHEREAS, as of the date hereof, Shareholder owns shares of Common Stock.

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

1. Redemption Rights. During the period (such period, the "Term") commencing on the date hereof and ending on the earlier to occur of (a) the commencement of the redemption period in connection with the Company's initial business combination, (b) the commencement of any redemption period in connection with any subsequent extension period after the Extension Proposal and (c) November 30, 2023 (the "Expiration Time"), Shareholder agrees that it will not exercise its right to redeem the lesser of (i) _____ of Shareholder's shares of Common Stock and (ii) such number of shares of Common Stock that would equal 9.9% of the outstanding shares of Common Stock after giving effect to shares redeemed in connection with the Extension Proposal (all such shares of Common Stock, or any successor shares of the Company of which ownership of record or the power to vote is hereafter acquired by Shareholder prior to the termination of this Agreement being referred to herein as the "Shares") as set forth in the organizational documents of the Company in connection with any vote on a business combination or in connection with the Extension Proposal. Notwithstanding any term hereof to the contrary, nothing herein will prohibit Shareholder from redeeming any or all of Shareholder's shares immediately prior to, and in connection with, the initial business combination.

2. Transfer of Shares. During the period commencing on the date hereof and ending on the date of the approval by the Company's stockholders of the Extension Proposal, Shareholder agrees that it shall not, directly or indirectly, sell, assign, transfer (including by operation of law), create a lien, pledge, distribute, dispose of or otherwise encumber any of the Shares, either voluntarily or involuntarily (collectively, "Transfer"), or otherwise agree or offer to do any of the foregoing; provided, that, Transfers by Shareholder are permitted to an affiliate of Shareholder only if, as a precondition to such Transfer, the transferee also agrees in a writing, reasonably satisfactory in form and substance to the Company, to assume all of the obligations of Shareholder under, and be bound by all of the terms of, this Agreement. Any Transfer in violation of this Section 2 with respect to the Shares shall be null and void. Nothing in this Agreement shall prohibit direct or indirect transfers of equity or other interests in a Shareholder. Notwithstanding the foregoing, in no event will Shareholder be required to maintain ownership of Shares in excess of 9.9% of the outstanding shares of the Company's Common Stock.

3. Extension Payment. CR Financial Holdings, Inc. and CHLM Sponsor LLC, or their affiliates or designees (the "Contributors"), have agreed to pay Shareholder \$0.04 per share for each one-month extension (the "Extension Payment") for each Share that is not redeemed during the Term by wire of the Extension Payment to an account designated for such purpose in writing by Shareholder. With respect to each Extension Payment, the Contributors shall wire the Extension Payment to Shareholder on or prior to the applicable monthly termination date.

4. Covenants of Shareholder. Shareholder hereby agrees to permit the Company to publish and disclose Shareholder's identity, ownership of the Shares and the nature of Shareholder's commitments, arrangements and understandings under this Agreement, and, if deemed appropriate by the Company, a copy of this Agreement, in (i) any Form 8-K filed by the Company relating to the transactions contemplated herein, and (ii) any other documents or communications provided by the Company to any governmental authority or to securityholders of the Company, in each case, to the extent, and only to the extent, required by the federal securities laws or the SEC or any other securities authorities. Shareholder agrees that it shall not, and shall cause its affiliates not to, indirectly accomplish or attempt to accomplish that which it is not permitted to accomplish directly under this Agreement.

5. Representations and Covenants of the Company.

a. Non-Redemption Agreements. The Company has entered into non-redemption agreements with other shareholders substantially similar to this Agreement. The Company agrees that, to the extent that any such non-redemption agreements or any future non-redemption agreements entered with other stockholders contain more favorable terms than this Agreement, the Company will offer such terms to Shareholder.

b. Excise Tax. Except for franchise taxes and income taxes, the Company represents and agrees that prior to the 24-month anniversary of the effective date of the registration statement relating to the IPO any proceeds placed in the Trust Account (as defined below) and the interest earned thereon shall not be used to pay for possible excise tax or any other fees or taxes that may be levied on the Company pursuant to any current, pending or future rules or laws, including without limitation any excise tax due under the Inflation Reduction Act of 2022 on any redemptions or stock buybacks by the Company.

6. No Ownership Interest. Nothing contained in this Agreement will be deemed to vest in the Company any direct or indirect ownership or incidents of ownership of or with respect to the Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Shareholder, and the Company shall have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct Shareholder in the voting of any of the Shares, except as otherwise provided herein with respect to the Shares.

7. Termination. This Agreement and the obligations of Shareholder under this Agreement shall automatically terminate upon the earliest to occur of (a) the Expiration Time and (b) the mutual written consent of the parties hereto. Upon termination or expiration of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, such termination or expiration shall not relieve any party from liability for any willful breach of this Agreement occurring prior to its termination.

8. Trust Account Waiver. Shareholder acknowledges that the Company has established a trust account (the "Trust Account") containing the proceeds the Company's initial public offering (the "IPO") and certain proceeds of the concurrent private placement (including interest accrued from time to time thereon) for the benefit of its public shareholders and certain other parties (including the underwriters of the IPO). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shareholder hereby agrees (on its own behalf and on behalf of its related parties) that it does not now and shall not at any time hereafter have any right, title, interest or claim of any kind in or to any assets held in the Trust Account, and it shall not make any claim against the Trust Account, regardless of whether such claim arises as a result of, in connection with or relating in any way to this Agreement or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Released Claims"); provided, that the Released Claims shall not include any rights or claims of Shareholder or any of its related parties as a shareholder of the Company to the extent related to or arising from any shares of the Company.

9. Investment Company Act. On or shortly prior to the 24-month anniversary of the effective date of the registration statement relating to the IPO, the Company will liquidate the securities held in the Trust Account and instead hold all funds in the Trust Account in cash; provided, however, that the funds in the Trust Account will remain invested in securities if the Company, by holding such funds in securities, will not be deemed an investment company for purposes of the Investment Company Act of 1940.

10. Taxes. Prior to or following the approval of the Extension Proposal, the Company shall withdraw from the interest earned on the Trust Account any and all accrued taxes payable on the funds held in the Trust Account in accordance with the terms of the Investment Management Trust Agreement, dated November 30, 2021, by and between the Company and Continental Stock Transfer & Trust Company. The Company agrees not to use the proceeds placed in the Trust Account and the interests earned thereon to pay any excise taxes or any other similar fees or taxes in nature that may be imposed on the Company pursuant to any current, pending or future rules or laws, including without limitation any excise tax due imposed under the Inflation Reduction Act of 2022 on any redemptions or stock buybacks by the Company.

11. Disclosure: Exchange Act Filings. As soon as practicable but in no event later than one business day after execution of this Agreement (such date and time, the "Disclosure Time"), the Company will file a Current Report on Form 8-K under the Exchange Act, reporting the material terms of this Agreement and of the transactions contemplated hereby and any other material, nonpublic information that the Company has provided to Shareholder at any time prior to such filing. The Company shall make sure disclosures to insure that, as of the Disclosure Time, to the Company's knowledge, Shareholder shall not be in possession of any material nonpublic information received from the Company or the Contributors or any of their respective officers, directors, employees or representatives.

12. Governing Law. This Agreement, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of New York, without giving effect to its choice of laws principles.

13. Jurisdiction. The parties hereby irrevocably and unconditionally (i) submit to the jurisdiction of the state courts of New York and the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in state courts of New York or the United States District Court for the Southern District of New York, and (iii) waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

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14. **WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION PURSUANT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.**

15. Counterpart. This Agreement may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

16. Amendment. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the Company and Shareholder.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ROTH CH ACQUISITION V CO.

By: _____
Name:
Title:

[SHAREHOLDER]

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED ONLY
WITH RESPECT TO SECTION 3:

CR FINANCIAL HOLDINGS, INC.

By: _____
Name:

Title:

CHLM SPONSOR LLC

By: _____

Name:

Title:
