

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

July 20, 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.

Amendments to the Non-Redemption Agreements

As previously reported, on May 3 and 4, 2023, Roth CH Acquisition V Co., a Delaware corporation (the "Company"), entered into non-redemption agreements (the "Non-Redemption Agreements") with certain stockholders owning, in the aggregate, 2,000,000 shares of the Company's common stock, pursuant to which, among other things, such stockholders agreed not to redeem or exercise any right to redeem such public shares in connection with the stockholder vote at the special meeting of stockholders held by the Company on May 17, 2023 to approve an amendment to the Company's Amended and Restated Certificate of Incorporation to extend the date by which the Company has to consummate a business combination from June 3, 2023 to December 4, 2023. Pursuant to the Non-Redemption Agreements, 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.

On July 20, 2023, the Company entered into amendments (the "Amendments") to the the Non-Redemption Agreements to provide that the Company or certain initial stockholders of the Company, or their affiliates or designees, shall pay such stockholders that entered into the Non-Redemption Agreements \$0.04 per share for each one-month extension in connection with such agreements.

The foregoing description of the Amendments and the transactions contemplated thereby is not complete and is qualified in its entirety by reference to the text of the Amendments, a form of which is filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure contained in this Item 2.03 is incorporated by reference in Item 1.01.

Promissory Note

On July 26, 2023, the Company issued an unsecured promissory note in the aggregate principal amount of up to \$750,000 (the “Note”) to individuals or entities listed on the Note (the “Payees”). Pursuant to the Note, the Payees agreed to loan to the Company an aggregate amount of up to \$750,000 that shall be payable on the earlier of (i) the date on which the Company consummates an initial business combination as such term is defined in the Company’s Amended and Restated Certificate of Incorporation (the “Business Combination”), or (ii) the date the Company liquidates if a Business Combination is not consummated. The Note bears no interest rate. In the event that the Company does not consummate a Business Combination, the Note will be repaid only from amounts remaining outside of the Company’s trust account, if any.

The proceeds of the Note will be used for the Company to pay various expenses of the Company, including the extension payments, and for general corporate purposes.

The foregoing description of the Note is qualified in its entirety by reference to the full text of the Note, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.2 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

Exhibit Number	Description
10.1	Form of Amendment to Non-Redemption Agreement
10.2	Promissory Note dated July 26, 2023
104	Cover Page Interactive Data File, formatted in Inline Extensible Business Reporting Language (iXBRL)

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: July 28, 2023

ROTH CH ACQUISITION V CO.

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

AMENDMENT TO NON-REDEMPTION AGREEMENT

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

WHEREAS, the parties hereto entered into that certain Voting and Non-Redemption Agreement dated as of _____, 2023 (the "Original Non-Redemption Agreement");

WHEREAS, the Company and Shareholder desire to amend Section 3 of the Original Non-Redemption Agreement as more fully set forth herein;

WHEREAS, capitalized and other defined terms used in this Amendment and not otherwise defined herein have the respective meanings given to them in the Original Non-Redemption Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Amendments to Original Non-Redemption Agreement.

(a) Section 3 of the Original Non-Redemption Agreement. Section 3 of the Original Non-Redemption Agreement is hereby amended and restated as follows:

"Extension Payment. The Company, CR Financial Holdings, Inc. or 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."

2. Miscellaneous.

(a) Entire Agreement. The Original Non-Redemption Agreement, as amended by this Amendment, sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous understandings and agreements related thereto (whether written or oral), all of which are merged herein.

(b) Ratification. Except as amended hereby, the terms and provisions of the Original Non-Redemption Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Original Non-Redemption Agreement and the terms of this Amendment, the terms of this Amendment shall govern and control.

(c) Counterparts; Electronic Signatures. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Amendment shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

(d) Incorporation by Reference. Sections 8, 12, 13 and 14 of the Original Non-Redemption Agreement are hereby incorporated by reference herein *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 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 1:

CR FINANCIAL HOLDINGS, INC.

By: _____
Name:
Title:

CHLM SPONSOR LLC

By: _____
Name: _____
Title: _____

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF REGISTRATION OF THE RESALE THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY IN FORM, SCOPE AND SUBSTANCE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

PROMISSORY NOTE

Principal Amount: \$750,000

Dated as of July 26, 2023

Roth CH Acquisition V Co., a Delaware corporation ("**Maker**"), promises to pay to the order of the individuals or entities listed on Schedule A or their registered assigns or successors in interest ("**Payees**") and according to their respective percentage ownership as set forth on Schedule A the principal sum of up to Seven Hundred Fifty Thousand Dollars (\$750,000) in lawful money of the United States of America, on the terms and conditions described below. All payments on this Note shall be made by check or wire transfer of immediately available funds or as otherwise determined by Maker to such account or accounts as Payees may from time to time designate by written notice in accordance with the provisions of this Note.

1. **Principal.** Advances of principal may be made upon the request of Maker to CR Financial Holdings, Inc. as representative of the Payees (the "**Representative**") for an aggregate of up to \$750,000. References to the principal balance of this Promissory Note (this "**Note**") shall be the aggregate amount that has been advanced. The principal balance of this Note shall be payable promptly on the earlier of: (i) the date on which the Maker consummates an initial business combination as such term is defined in Maker's Amended and Restated Certificate of Incorporation (the "Business Combination"), or (ii) the date Maker liquidates if a Business Combination is not consummated. The principal balance may be prepaid at any time.
 2. **Interest.** No interest shall accrue on the unpaid principal balance of this Note.
 3. **Application of Payments.** All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorney's fees, then to the payment in full of any late charges and finally to the reduction of the unpaid principal balance of this Note.
 4. **Events of Default.** The following shall constitute an event of default ("**Event of Default**"):
 - (a) **Failure to Make Required Payments.** Failure by Maker to pay the principal of this Note within five (5) business days following the date when due.
 - (b) **Voluntary Liquidation, Etc.** The commencement by Maker of a proceeding relating to its bankruptcy, insolvency, reorganization, rehabilitation or other similar action, or the consent by it to the appointment of, or taking possession by, a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.
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- (c) **Involuntary Bankruptcy, Etc.** The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of maker in an involuntary case under any applicable bankruptcy, insolvency or similar law, for the appointing of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) for Maker or for any substantial part of its property, or ordering the winding-up or liquidation of the affairs of Maker, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.
5. **Remedies.**
 - (a) Upon the occurrence of an Event of Default specified in Section 4(a) hereof, Payees may, by written notice to Maker, declare this Note to be due immediately and payable, whereupon the unpaid principal amount of this Note, and all other amounts payable thereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding. It shall be deemed an Event of Default if Payees who hold at least a majority of the outstanding principal balance on the Note give such notice.
 - (b) Upon the occurrence of an Event of Default specified in Sections 4(b) and 4(c), the unpaid principal balance of this Note, and all other sums payable with regard to this Note, shall automatically and immediately become due and payable, in all cases without any action on the part of Payees.
 6. **Waivers.** Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payees under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payees.
 7. **Unconditional Liability.** Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payees, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payees with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting Maker's liability hereunder.
 8. **Notices.** Any notice called for hereunder shall be deemed properly given if (i) sent by certified mail, return receipt requested, (ii) personally delivered, (iii) dispatched by any form of private or governmental express mail or delivery service providing receipted delivery, (iv) sent by facsimile, or (v) by electronic mail to the following addresses or to such other address as either party may designate by notice in accordance with this Section:

If to Maker:

Roth CH Acquisition V Co.

888 San Clemente Drive, Suite 400
Newport Beach, CA 92660

If to the Representative:

CR Financial Holdings, Inc.
888 San Clemente Drive, Suite 400
Newport Beach, CA 92660

Notice shall be deemed given on the earlier of (i) actual receipt by the receiving party, (ii) the date shown on a facsimile or electronic transmission confirmation, (iii) the date reflected on a signed delivery receipt, or (iv) two (2) Business Days following tender of delivery or dispatch by express mail or delivery service. With respect to each Payee, notice shall be deemed given if delivered in accordance with the above requirements to the Representative.

9. **Construction.** THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF.
10. **Jurisdiction.** The courts of New York have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this agreement) and the parties submit to the exclusive jurisdiction of the courts of New York.
11. **Severability.** Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
12. **Trust Waiver.** Notwithstanding anything herein to the contrary, each Payee hereby waives any and all right, title, interest or claim of any kind ("**Claim**") in or to any amounts contained in the trust account established in connection with Maker's initial public offering (the "**IPO**", as described in greater detail in the registration statement and prospectus filed with the Securities and Exchange Commission in connection with the IPO, and hereby agrees not to seek recourse, reimbursement, payment or satisfaction for any Claim from the trust account or any distribution therefrom for any reason whatsoever.
13. **Amendment; Waiver.** Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of Maker and each of the Payees.
14. **Assignment.** No assignment or transfer of this Note or any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void.
15. **Further Assurance.** Maker shall, at its own cost and expense, execute and do (or procure to be executed and done by any other necessary party) all such deeds, documents, acts and things as the Payees may from time to time require as may be necessary to give full effect to this Note.

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed on the day and year first above written.

ROTH CH ACQUISITION V CO.

By: /s/ Gordon Roth
Name: Gordon Roth
Title: CFO