

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

**Amendment No. 1 to  
Form S-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**Stronghold Digital Mining, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**7374**  
(Primary Standard Industrial  
Classification Code Number)

**86-2759890**  
(IRS Employer  
Identification No.)

**595 Madison Avenue, 29th Floor  
New York, New York 10022  
(212) 967-5294**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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**Approximate date of commencement of proposed sale to the public:  
As soon as practicable after this Registration Statement becomes effective.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company   
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 7(a)(2)(B) of the Securities Act.

**CALCULATION OF REGISTRATION FEE**

| Title of Each Class of Securities to be Registered | Proposed Maximum Aggregate<br>Offering Price(1)(2) | Amount of<br>Registration<br>Fee |
|--|--|----------------------------------|
| Class A common stock, par value \$0.0001 per share | \$ 115,000,000                                     | \$ 12,546.50(3)                  |

- (1) Includes the aggregate offering price of shares of Class A common stock that may be purchased upon the exercise of the underwriters' option to purchase additional shares of Class A common stock.  
(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.  
(3) The registrant previously paid \$10,910 in connection with the filing of the Registration Statement.

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities, and it is not soliciting an offer to buy, these securities in any state or jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS SUBJECT TO COMPLETION, DATED \_\_\_\_\_, 2021



**Stronghold Digital Mining, Inc.**  
Class A Common Stock

This is the initial public offering of Class A common stock of Stronghold Digital Mining, Inc., a Delaware corporation. We are offering shares of Class A common stock. We are a holding company and the sole managing member of Stronghold Digital Mining Holdings, LLC (“Stronghold LLC”), and our principal asset consists of units of Stronghold LLC. We intend to contribute the net proceeds of this offering to Stronghold LLC in exchange for Stronghold LLC Units. Stronghold LLC will use such proceeds for general corporate purposes, including acquisitions of miners and power generating assets and to pay the expenses of this offering. Please see “Use of Proceeds.”

Prior to this offering, there has been no public market for our Class A common stock. We intend to apply to list our Class A common stock on The Nasdaq Global Market under the symbol “SDIG.” We anticipate that the initial public offering price will be between \$ \_\_\_\_\_ and \$ \_\_\_\_\_ per share of Class A common stock.

The underwriters have the option for a period of 30 days from the date of this prospectus to purchase up to a maximum of \_\_\_\_\_ additional shares of Class A common stock from us at the public offering price, less the underwriting discount and commissions.

We are an “emerging growth company” and a “smaller reporting company” under applicable federal securities laws and will be subject to reduced reporting requirements. This prospectus complies with the requirements that apply to an issuer that is an emerging growth company. We have two classes of common stock: Class A common stock and Class V common stock. Upon consummation of this offering, investors in this offering, including any of our affiliates that may purchase shares in this offering, will hold \_\_\_\_\_ % of the Class A common stock, representing \_\_\_\_\_ % of the total voting stock outstanding. Legacy Owners, including Q Power, will hold \_\_\_\_\_ % of the total voting stock outstanding, including \_\_\_\_\_ % of the Class V common stock, which votes together with the Class A common stock as a single class. As a result, we expect to be a “controlled company” within the meaning of the corporate governance standards of The Nasdaq Stock Market (“Nasdaq”). See “Management—Controlled Company Status.”

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

**Investing in our Class A common stock involves risks. See “Risk Factors” beginning on page 29 to read about factors you should consider before buying shares of our Class A common stock.**

|   | Per Share | Total    |
|---|-----------|----------|
| Initial public offering price                                 | \$ _____  | \$ _____ |
| Underwriting discount and commissions <sup>(1)</sup>          | \$ _____  | \$ _____ |
| Proceeds, before expenses, to Stronghold Digital Mining, Inc. | \$ _____  | \$ _____ |

(1) See “Underwriting” for additional information regarding underwriting compensation.

The underwriters expect to deliver the shares of Class A common stock to purchasers on or about \_\_\_\_\_, 2021, through the book-entry facilities of The Depository Trust Company.

**B. Riley Securities**

The date of this prospectus is \_\_\_\_\_, 2021.

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Neither we nor the underwriters have authorized anyone to provide you with information different from that contained in this prospectus and any free writing prospectus we have prepared. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. Offers to sell, and solicitations of offers to buy, shares of our Class A common stock are being made only in jurisdictions where offers and sales are permitted. The information in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our Class A common stock. Our business, financial condition, results of operations and prospects may have changed since the date of this prospectus.

This prospectus contains forward-looking statements that are subject to a number of risks and uncertainties, many of which are beyond our control. See “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements.”

### Industry and Market Data

The market data and certain other statistical information used throughout this prospectus are based on independent industry publications, publicly available information, business organizations, government publications and other published independent sources. Some data is also based on our good faith estimates. Although we believe these third-party sources are reliable as of their respective dates, neither we nor the underwriters have independently verified the accuracy or completeness of this information. Market share data is subject to change and may be limited by the availability of raw data, the voluntary nature of the data gathering process and other limitations in any statistical survey of market share data. Accordingly, you are cautioned not to place undue reliance on such market share data or any other such estimates. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section entitled “Risk Factors.” These and other factors could cause results to differ materially from those expressed in these publications.

## **Trademarks and Trade Names**

We rely on various trade names that we use in connection with the operation of our business. This prospectus may also contain trademarks, service marks and trade names of third parties, which are the property of their respective owners. Our use or display of third parties' trademarks, service marks, trade names or products in this prospectus is not intended to, and does not imply a relationship with, or endorsement or sponsorship by us. Solely for convenience, the trademarks, service marks and trade names referred to in this prospectus may appear without the ®, TM or SM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks, service marks and trade names.

## **Basis of Presentation**

### ***Organizational Structure***

On April 1, 2021, we effected a reorganization, which we describe in “Prospectus Summary—Corporate Reorganization” and “Corporate Reorganization” and refer to herein as the “Reorganization.” Unless otherwise stated or the context otherwise requires, all information in this prospectus reflects the consummation of the Reorganization, certain subsequent transactions, and this offering. See “Corporate Reorganization” and a diagram depicting our organizational structure in “Prospectus Summary—Corporate Reorganization” for more information.

Except as otherwise indicated or required by the context, all references in this prospectus to the “Company,” “we,” “us” or “our” relate to Stronghold Digital Mining, Inc. (“Stronghold Inc.”) and its consolidated subsidiaries following the Reorganization. References in this prospectus to “Q Power” refer to Q Power LLC, which prior to the Reorganization (i) was the sole regarded owner of Stronghold Digital Mining LLC (f/k/a Stronghold Power LLC) (“SDM”) and (ii) indirectly held 70% of the limited partner interests and 100% of the general partner interests in Scrubgrass Reclamation Company, L.P. (f/k/a Scrubgrass Generating Company, L.P.) (“Scrubgrass LP”). References in this prospectus to the “Legacy Owners” refer to the existing owners of Stronghold Inc., including, but not limited to, Q Power and the holders of Series A Preferred Stock and Series B Preferred Stock (each as defined herein) that we expect will convert into shares of Class A common stock in connection with this offering.

We are a holding company and the sole managing member of Stronghold Digital Mining Holdings LLC (“Stronghold LLC”), and our principal asset consists of units of Stronghold LLC.

### ***Presentation of Financial and Other Information***

SDM and Scrubgrass LP collectively are, and are generally referred to herein as, the accounting predecessor of the issuer, Stronghold Inc. Stronghold Inc. is the audited financial reporting entity following the Reorganization.

The unaudited pro forma financial information of Stronghold Inc. presented in this prospectus for all periods prior to April 1, 2021 has been derived by the application of pro forma adjustments to the historical consolidated financial statements of our accounting predecessor and its subsidiaries included elsewhere in this prospectus. These pro forma adjustments give effect to the Reorganization and the consummation of this offering as if they had occurred on January 1, 2020, in the case of the unaudited pro forma consolidated statement of operations data, and as of December 31, 2020, in the case of the unaudited pro forma consolidated balance sheet. See “Unaudited Pro Forma Consolidated Financial Information” for a complete description of the adjustments and assumptions underlying the pro forma financial information included in this prospectus.

Certain monetary amounts, percentages and other figures included in this prospectus have been subject to rounding adjustments. Percentage amounts included in this prospectus have not in all cases been calculated on the basis of such rounded figures, but on the basis of such amounts prior to rounding. For this reason, percentage amounts in this prospectus may vary from those obtained by performing the same calculations using the figures in our combined financial statements included elsewhere in this prospectus. Certain other amounts that appear in this prospectus may not sum due to rounding.

## PROSPECTUS SUMMARY

*This summary contains basic information about us and the offering. Because it is a summary, it does not contain all the information that you should consider before investing in our Class A common stock. You should read and carefully consider this entire prospectus before making an investment decision, especially the information presented under the heading “Risk Factors,” “Cautionary Note Regarding Forward-Looking Statements,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our combined financial statements and the accompanying notes included elsewhere in this prospectus.*

*Except as otherwise indicated, all information contained in this prospectus assumes an initial public offering price of \$ \_\_\_\_\_ per share of Class A common stock (the midpoint of the price range set forth on the cover page of this prospectus) and that the underwriters do not exercise their option to purchase additional shares of Class A common stock, and excludes \_\_\_\_\_ shares of Class A common stock reserved for issuance under our equity incentive plan. Please see “Principal Stockholders” for more information.*

### Overview

We are a vertically integrated crypto asset mining company currently focused on mining Bitcoin. We wholly-own and operate a low-cost, environmentally-beneficial coal refuse power generation facility that we have upgraded in Scrubgrass Township, Pennsylvania (the “Scrubgrass Plant”), and it is recognized as an Alternative Energy System because coal refuse is classified under Pennsylvania law as a Tier II Alternative Energy Source (equivalent to large-scale hydropower). We are committed to generating our energy and managing our assets sustainably, and we believe that we are one of the first vertically integrated crypto asset mining companies with a focus on environmentally-beneficial operations. Simply put, we employ 21st century crypto mining techniques to remediate the impacts of 19th and 20th century coal mining in some of the most environmentally neglected regions of the United States.

In addition to being environmentally-beneficial and sustainable, owning our own source of power helps us to produce Bitcoin at one of the lowest prices among our publicly traded peers. We also believe that owning our own power source makes us a more attractive partner to crypto asset mining equipment purveyors. For example, we have been able to enter into partnerships with crypto asset industry participants, including miner sharing arrangements, because we offered competitive power rates in a mutually beneficial arrangement. We believe other miner manufacturers or suppliers may be more willing to work with us because our vertical integration, strong financial position, and industrial scale make us a dependable partner. We have entered into a definitive agreement to purchase a second coal refuse power generation facility and a non-binding letter of intent to purchase a third coal refuse power generation facility. We intend to leverage these competitive advantages to continue to grow our business through the opportunistic acquisition of additional power generating assets and miners.

We currently operate approximately 1,800 crypto asset mining computers (known as “miners”) with hash rate capacity of approximately 85 petahash per second (“PH/s”). Since April 1, 2021, we have entered into definitive agreements with three suppliers to purchase over 27,300 additional miners with a total hash capacity equal to over 2,600 PH/s. Of these miners, 93% are scheduled to be delivered in 2021, with the first batch scheduled for delivery in September 2021, and the remaining 7% throughout 2022. With part of the proceeds of this offering, we intend to procure an additional 27,900 miners, which we anticipate will bring our total hash rate capacity to approximately 3,000 PH/s by December 2021 and to over 5,300 PH/s by December 2022. We intend to house our miners at the Scrubgrass Plant, the Panther Creek Energy Facility (the “Panther Creek Plant”), a coal refuse power generation facility that we have under contract to purchase (subject to customary closing conditions and regulatory approvals), and an additional coal refuse power generation facility (the “Third Plant”) that we have under a non-binding letter of intent to purchase. The acquisition of the Third Plant is subject to due diligence and the negotiation of a definitive agreement, and there is no assurance that the acquisition will be completed.

As we produce Bitcoins through our mining operations, we will from time to time exchange Bitcoins for fiat currency based on our internal cash management policy. We intend to hold enough fiat currency or hedge enough of our Bitcoin exposure to cover our projected near-term fiat currency needs, including liabilities and anticipated expenses and capital expenditures. In identifying our fiat currency needs, we will assess market conditions and review our financial forecast. We safeguard and keep private our digital assets by utilizing storage solutions provided by Coinbase Global Inc., which require multi-factor authentication and utilize cold and hot storage. While we are confident in the security of our digital assets, we are evaluating additional measures to provide additional protection.

Our founders have long experience in finance and in operating energy assets. Greg Beard, our Co-Chairman and Chief Executive Officer, previously served as Senior Partner and Head of Natural Resources at Apollo Global Management Inc. Bill Spence, our Co-Chairman, has 40 years of energy-related experience and was a pioneer in the operation of and fuel sourcing for coal refuse plants.

### **Our Competitive Strengths**

- *Environmentally beneficial, coal refuse-powered electricity generation classified by the Commonwealth of Pennsylvania as a Tier II alternative energy source.* Our Scrubgrass Plant and the two additional plants currently under purchase agreement and non-binding letter of intent, the Panther Creek Plant and the Third Plant, respectively, are powered by coal refuse. Coal refuse is a waste product historically generated by coal mining in Pennsylvania and neighboring states, and coal refuse is a significant contributor to air and water pollution in these geographies. Because generating power from this waste facilitates its removal and reclamation of the land, coal refuse is classified by the Commonwealth of Pennsylvania as a Tier II Alternative Energy Source, equivalent to large-scale hydropower, and the Scrubgrass Plant is recognized as an Alternative Energy System. In contrast, most of our competitors with integrated power assets rely on traditional fuels, such as coal or natural gas. Given the power-intensive nature of crypto asset mining and the implications for the environment and sustainability, we believe that our access to inexpensive, environmentally-beneficial power represents a meaningful and durable competitive advantage. In addition, we believe that buyers of the Bitcoin we mine could ascribe value due to the environmentally-beneficial manner in which they were mined.
- *Vertically integrated crypto asset mining and power generation operations, driving among the lowest costs of crypto asset production in our industry.* We operate vertically integrated power generation and crypto asset mining operations. Our miners are located on the same premises as our Scrubgrass Plant to maximize efficiency and to minimize cost. The Scrubgrass Plant's recognition as an Alternative Energy System also allows us to earn renewable energy credits ("RECs") under Pennsylvania law, and coal refuse is inexpensive and in abundant supply near our operations. As a result, we believe that our net cost of power at our Scrubgrass Plant of approximately \$18 per megawatt-hour ("MWh"), after accounting for RECs and waste coal tax credits, is among the lowest compared to our publicly traded peer companies. This cost of power implies a cost to mine of less than \$3,000 per Bitcoin equivalent with latest-generation miners and assuming a network hashrate of 150 exahash per second ("EH/s"). As we acquire additional power generation facilities, including the potential acquisitions of the Panther Creek Plant and the Third Plant, we will focus on environmentally-beneficial power generation assets that offer similarly attractive crypto asset mining economics.
- *Strong track record of acquiring and operating power assets.* Our management team has a distinguished track record of sourcing, financing, and operating power assets. Greg Beard, our Co-Chairman and Chief Executive Officer, previously served as Senior Partner and Head of Natural Resources at Apollo Global Management Inc. and as a Founding Member and Managing Director at Riverstone Holdings LLC, two leading private equity firms. During his private equity tenure, Mr. Beard sourced and led 23 energy investments, representing \$8.8 billion in proceeds. Bill Spence, our Co-Chairman, has 40 years of energy-related experience. Mr. Spence is the former owner and operator of Coal Valley/Dark Diamond, a coal refuse power generation facility, from 1993 to 2007. Mr. Spence was also the former independent operator of our Scrubgrass Plant prior to our formation.

- *Superior access to Bitcoin miners with multiple miner procurement channels, including direct relationships with equipment manufacturers and partnerships with data center operators and other intermediaries.* We benefit from strong relationships with multiple providers of Bitcoin miners. We recently entered into an agreement with a leading manufacturer of Bitcoin miners to purchase 15,000 miners with aggregate hash rate of approximately 1,500 PH/s for delivery in the fourth quarter of 2021. In addition, through our partnership with a leading global manager of Bitcoin mining operations, we have executed a purchase agreement to acquire 9,900 MicroBT miners with phased delivery expected to begin in August 2021 and have agreed to purchase terms for the acquisition of approximately 4,950 additional MicroBT miners. Finally, we have been highly opportunistic in entering into hardware purchase agreements with miner brokers. We believe that our access to capital, including prior private financings, as well as the proceeds from this initial public offering, in conjunction with our vertically-integrated power generation, makes us an attractive partner for Bitcoin equipment manufacturers and other market leaders alike.

### **Our Growth Strategies**

- *Acquire additional environmentally-beneficial power generation assets, including closing on two coal refuse power generation facilities, one of which is currently under definitive purchase agreement and the other of which is currently under letter of intent.* We have entered into a definitive agreement to purchase the Panther Creek Plant (the “Panther Creek Acquisition”) and a non-binding letter of intent to purchase the Third Plant, both of which are coal refuse plants. We believe that we will be able to close the Panther Creek Plant Acquisition within the next three months. We also anticipate a favorable outcome of our ongoing due diligence of the Third Plant; however, there is no assurance that the acquisition of the Third Plant will be completed as such acquisition is subject to due diligence and the negotiation of a definitive agreement. Powered by the Scrubgrass Plant and these initial two plant acquisitions, we have developed a plan to build out aggregate mining capacity to 204 megawatts (“MW”) by the end of 2022. We believe that our expected expansion to three environmentally-beneficial power generation facilities dedicated to Bitcoin mining is repeatable and scalable. With the extensive experience and relationships that our leadership team has in the industry, we have an acquisition pipeline of additional environmentally-beneficial power assets, and we believe that the acquisition of additional power generation facilities will enable us to drive further growth in crypto asset mining.
- *Continue to opportunistically source new miners through our multiple procurement channels to accelerate our business plan and increase our mining capacity.* As previously outlined, we have recently executed purchase orders for the acquisition of miners from a manufacturer, a Bitcoin mining and data center operator (for MicroBT miners), and multiple miner brokers (for Canaan and Bitmain miners). While many of our competitors have struggled to obtain mining equipment due to historically strong demand and pre-sold supply, we believe that these recent confirmed purchase orders demonstrate our ability to leverage the breadth of our relationships to quickly expand our mining capacity. By operating the Scrubgrass Plant at capacity and through the anticipated build-outs of Panther Creek and Third Plant, we are forecasting expansion in our crypto asset mining operations to approximately 57,000 total miners, representing over 5,300 PH/s, by the end of 2022. We expect to benefit from these strong relationships to purchase additional miners on favorable economic terms as we continue to expand our power generation capacity through the acquisition of additional plants.
- *Drive operational excellence and structure alignment with key industry partners, including equipment manufacturers, power generation facility owners and the broader crypto currency and investment ecosystem.* We are committed to building the leading vertically integrated crypto asset mining and environmentally-beneficial power generation platform. To achieve this objective, we have developed a network of technology and service providers, and we are emphasizing long-term partnerships and equity alignment. For example, we believe that we negotiated favorable economic and delivery terms for the purchase of miners by providing an equity incentive to the sellers of the miners, subject to meeting specified performance obligations. Similarly, our anticipated partnership with our Bitcoin mining and data center operator provides for sharing of the economic rights to Bitcoin produced by the partnership, motivating our partner to manage mining operations to achieve maximum efficiency. By aligning interests, we believe that we are driving operational excellence, thereby enabling further expansion and accelerating our growth.

### ***Environmentally-Beneficial Operations***

The Scrubgrass Plant, our first power generation facility, is located on a 650-acre site in Scrubgrass Township, Venango County, Pennsylvania, and is recognized as an Alternative Energy System. The Scrubgrass Plant currently has the capacity to produce approximately 85 MW of electricity utilizing circulating fluidized bed (“CFB”) technology. Using this CFB technology, the Scrubgrass Plant converts highly polluting coal refuse, a legacy waste from decades of coal mining currently found in sites throughout Pennsylvania and neighboring states, into power and also yields beneficial use ash, a by-product of the combustion process that can be used as fertilizer and filler in other reclamation projects.

The operation of our power generation facility with coal refuse allows the reclamation of large geographic areas that have been ravaged by the presence of coal refuse, the environmentally harmful byproduct of Pennsylvania’s legacy coal-mining operations. Coal mining began in earnest in Pennsylvania in the later part of the 19th century to help meet the nation’s growing demand for steel, and continued through the 20th century as Pennsylvania and other coal producing states mined the fuel needed to power the industrial revolution in the United States and fight two World Wars. While the placement of coal refuse became more strictly regulated with the passage of the federal Surface Mining Control and Reclamation Act of 1977 (the “SMCRA”), the decades of operations prior to the SMCRA’s adoption produced large piles of refuse near now-abandoned coal mining operations. The Bureau of Abandoned Mine Reclamation (“BAMR”) of the Pennsylvania Department of Environmental Protection (“PADEP”) estimates that today there are 840 coal refuse sites, covering over 8,500 acres, filled by over 220 million tons of coal refuse in legacy piles located throughout the state. We estimate that, based on the number of coal refuse sites we are currently reclaiming in close proximity to the Scrubgrass Plant, there is at least 30 years’ worth of fuel available for that plant alone. We expect the additional plants that we intend to acquire will also have access to a multi-year supply of coal refuse.

In 2015, Pennsylvania estimated that the cost to remediate the abandoned mine lands (“AML”) and acid mine drainage (“AMD”) sites in Pennsylvania exceeded \$16.1 billion, of which coal refuse represented a \$2 billion burden. Coal refuse piles produce significant, adverse local and regional environmental consequences, including the harmful leaching of acidity, iron and iron oxide, aluminum, manganese, and sulfate residues into waterways resulting in significant AMD. This leachate creates both surface water and groundwater contamination and produces streams, ponds and lakes that can be devoid of aquatic life. AMD is the largest source of water pollution in these Pennsylvania communities and afflicts watersheds downstream from the coal refuse piles, while also reducing potable water supplies.

The coal refuse piles cover large areas of otherwise productive land and pose negative consequences for air quality in the surrounding communities. Uncontrolled fugitive dust from these piles creates particulate matter pollution and can act as a wind-borne pathogen, posing significant risks to human health. The piles themselves can also ignite. Wildfires, lightning strikes and campfires on the surface can quickly turn into bigger issues such as underground mine fires. Unattended piles can also spontaneously combust through an oxidation process that generates heat and consequently ignites the combustible components of piles. Burning piles, especially underground fires in the absence of oxygen, produce a variety of adverse uncontrolled ambient impacts, including smoke, particulate, and the release of poisonous and noxious gases – often at ground level. These gases, including carbon monoxide, carbon dioxide, hydrogen sulfide, sulfur dioxide, ammonia, sulfur trioxide, and oxides of nitrogen and a variety of volatile organic compounds – are all potentially harmful to human, animal and vegetative life. According to PADEP, as of December 14, 2020, there were 92 coal refuse piles burning in Pennsylvania, and over the past decades hundreds of others have burned. PADEP has estimated that 6.6 million tons of coal refuse burn each year in unintended, uncontrolled fires, releasing 9 million tons of carbon dioxide and numerous other air pollutants. When fires occur, the budgets of these environmentally and often economically challenged communities are hardest hit, and it may take years to extinguish the fire.



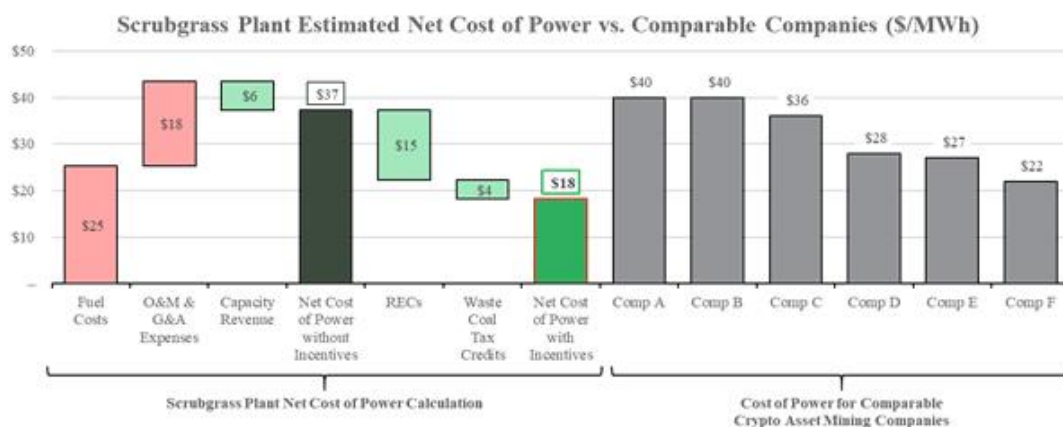
The CFB technology employed by the Scrubgrass Plant and other coal refuse reclamation facilities was developed to burn coal refuse and similar low-BTU substances by combining the waste with limestone injection for acid gas control in specialized CFB boilers and injecting streams of hot air. These units are also equipped with fabric filter systems to control filterable particulate matter (“FPM”) emissions. The coal refuse-powered units control emissions of sulfur dioxide, nitrogen oxides, air toxins, FPM and total particulate matter. These units are some of the lowest emitters of mercury and FPM in the nation. The solid materials are consumed in the combustion process and the by-products are steam, which powers electricity generators, and beneficial use ash, an inert non-acidic substance that can be used in remediation and reclamation activities. The removal, remediation and reclamation of the polluting piles contributes to upwards of 85% of the operating costs of one of these specialized power generation facilities. This business model results in the most efficient method to comprehensively remove the hazardous materials from the environment and remediate the polluting impacts.

Our ownership of the Scrubgrass Plant combined with the environmental benefits which accrue to the region allow us to mine Bitcoin at what we believe to be some of the lowest costs in the industry while making a transformational contribution to the environment.

#### ***Low-Cost Power Generation***

Given that the price of electricity has a significant impact on the ultimate economics and profitability of crypto asset mining, we believe long-term value is enabled primarily by the reduction of power costs and securing environmentally-beneficial power generation assets. Our miners are powered by the electricity produced by our own assets. As detailed in the chart below, we expect to be able to generate power for approximately \$18 per MWh at our Scrubgrass Plant at full capacity, which implies a cost to mine of less than \$3,000 per Bitcoin equivalent with latest-generation miners and assuming a network hashrate of 150 EH/s. We consider latest-generation miners to be miners with hashrate capacity of 90 terahash per second (“TH/s”) and wattage of 3,400 watts. These estimated costs include the RECs and waste coal tax credits we currently receive. Should these credits be discontinued, our estimated cost to generate power would increase to approximately \$37 per MWh, which would imply a cost to mine of approximately \$5,700 per Bitcoin equivalent. This contributes to our value creation strategy, which is based on four concepts: (i) securing and operating low-cost, environmentally-beneficial energy assets, (ii) protecting operational profitability and efficiently managing risk across different pricing environments, (iii) optimizing returns over invested capital through strategic and innovative sourcing of power and mining equipment (including through partnerships with suppliers) and (iv) potentially extending the economic life of our equipment through the use of low cost of power.

The chart below shows an estimate of the components of our net cost of power for the second half of 2021 and a comparison to our peers' cost of power.<sup>1</sup>

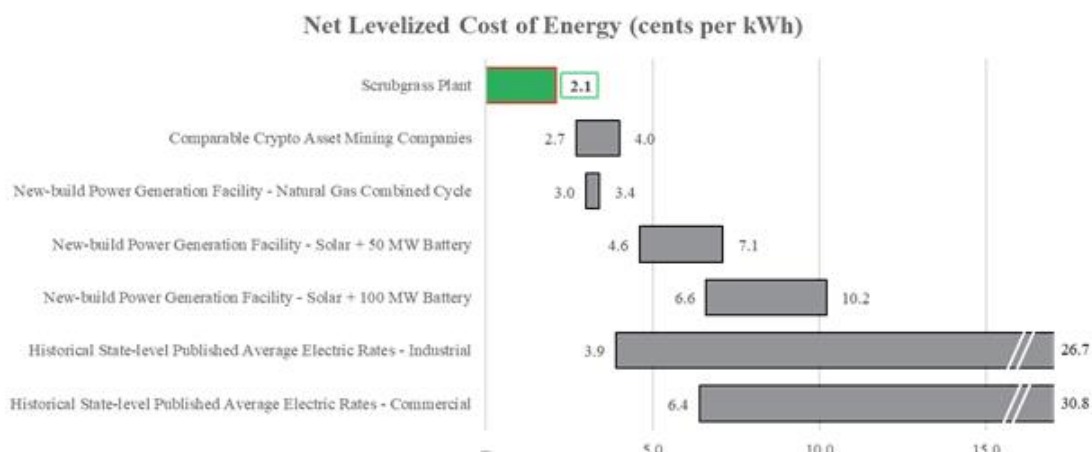


Due to the specialized nature of coal refuse power generation facilities that utilize CFB technology, we estimate the replacement cost for an electricity generation facility utilizing this technology that operates on the scale of our Scrubgrass Plant would be approximately \$500 million.

In May 2021, we engaged PA Consulting Group, Inc. (“PA Consulting”) to benchmark our electric supply costs against a broader set of power supply alternatives for crypto asset mining. To facilitate this comparison, PA Consulting prepared a net Levelized Cost of Energy (“LCOE”) analysis as a means of determining the normalized cost of generating electricity over the lifetime of a power generation facility, including the initial capital investment, fixed and variable operations and maintenance expenses, labor costs, fuel costs, and expected capital expenditures, as well as offsetting income streams, including RECs, waste coal tax credits, and capacity payments. In the context of crypto asset mining, net LCOE represents the all-in cost of procuring electricity. The primary differences between net cost of power and net LCOE are that (i) net cost of power represents a cost for a specific period, while net LCOE represents the normalized cost over the life of the asset, and (ii) net LCOE includes the initial capital investment, while net cost of power only captures the costs incurred during the period for which the metric is calculated. In other words, net LCOE includes both the net cost of power and the investment required to achieve that net cost of power.

<sup>1</sup> Our estimated net cost of power for the period presented represents all of our expected costs associated with generating power (including the cost of procuring fuel, operations and maintenance expenses, and plant general and administrative expenses), after taking into account estimated capacity revenue and income from RECs and renewable energy and waste coal tax credits (which are the only sources of income we expect to receive from power-generating activities, excluding the sale of electricity). Estimated costs of power for comparable companies are based upon publicly available information and may not be for the period presented for our expected cost of power, and we are limited in the amount of information available to us. One of the presented comparable companies generates its own power and the costs shown for that company represent the average mining power cost from June 2020 to February 2021, net of energy margin and ancillary service revenue. The remaining presented comparable companies do not own power generating assets but instead purchase electricity. The cost of power for those companies represents the cost to purchase electricity disclosed by those companies in reports filed with the SEC, without additional operating or other costs, or rebates or credits, factored in. Therefore, our net cost of power may not be equivalent to, and may not include the same inputs as, the cost of power identified for such comparable companies.

PA Consulting calculated the net LCOE for the Scrubgrass Plant and benchmarked this cost structure against (i) historical retail commercial and industrial electric rates across the United States, (ii) the LCOE of new-build sources of firm power generation, which could serve as alternative power sources for data mining operations, and (iii) published electric supply costs by our crypto asset mining peers. Based on PA Consulting’s analysis, our net LCOE of 2.1 cents per kilowatt-hour (“kWh”) is lower than those for all contemplated alternatives in the United States. The chart below shows the summary data from PA Consulting’s report.<sup>2</sup>



As part of our strategy of securing environmentally-beneficial power generation assets for crypto asset mining, we have entered into (i) a definitive agreement to purchase the Panther Creek Plant, a coal refuse reclamation-to-energy facility that utilizes CFB technology (similar to the Scrubgrass Plant) with 80 MW of net electricity generation capacity located near Nesquehoning, Pennsylvania, and (ii) a non-binding letter of intent to purchase the Third Plant, another coal refuse reclamation-to-energy facility that utilizes CFB technology with 112 MW of net electricity generation capacity located in Pennsylvania. These facilities are each waste removal and environmental remediation businesses that generate and sell electricity to pay for the environmental reclamation work that they perform. We intend to opportunistically acquire such electricity generation assets to power our increasing crypto asset mining operations in an environmentally-conscious manner.

Pennsylvania has deemed the reclamation of coal refuse sites as an environmental priority, and since the early 1990s an unofficial public-private-partnership has developed between the coal refuse reclamation to energy industry and the Commonwealth of Pennsylvania. In 2016, Pennsylvania adopted a performance-based tax credit targeting coal refuse removal by alternative electricity generation facilities utilizing CFB technology, such as the Scrubgrass Plant, the Panther Creek Plant and the Third Plant. To qualify for the tax credit, 75% of the fuel used by these facilities must be qualified coal refuse, plant design must include circulating fluidized bed technology, utilizing limestone injection and a fabric filter for particulate emissions control, ash produced by the facilities must be put to beneficial use as defined by PADEP, and, finally, at least 50% of that beneficial use ash must be used to reclaim coal mining affected sites.

<sup>2</sup> The comparable crypto asset mining companies represent the same data presented in the chart titled “Scrubgrass Plant Estimated Net Cost of Power vs. Comparable Companies (\$/MWh),” with the exception of one company that generates its own power, which is excluded here because there is not enough information publicly available to estimate the net LCOE associated with its power generation facility.

Due to the environmental benefit produced by our facilities, we also qualify for Tier II RECs in Pennsylvania. These RECs are currently valued at approximately \$15.00 per MWh, based on the bid-level price as of July 21, 2021. Particularly challenging and often remote piles also require partnerships with federal, state, and local environmental groups in order to accomplish the remediation and reclamation goals of a project. These projects include the use of federal grants combined with millions of private dollars invested by the coal refuse reclamation to energy project companies. Our coal refuse reclamation to energy facility has frequently partnered with the U.S. Department of the Interior's Office of Surface Mining Reclamation and Enforcement, BAMR and local environmental groups to remediate these piles. The Scrubgrass Plant has partnered with state agencies since the mid-1990s to identify and reclaim waste sites and have removed over 16 million tons from the environment since start of operations.

While crypto asset mining continues to consume a massive amount of energy worldwide, often generated from traditional and more environmentally-harmful sources, we are able to conduct our activities in a manner that benefits both the environment and our profitability.

### ***Mining Operations***

We currently operate approximately 1,800 miners with hashrate capacity of approximately 85 PH/s. Our current fleet comprises approximately 860 Bitmain Antminer S9 ("S9") miners, approximately 190 Bitmain Antminer S17 Pro ("S17 Pro") miners, approximately 10 Bitmain Antminer T17 ("T17") miners, approximately 655 Canaan AvalonMiner 1166 Pro ("1166 Pro") miners, and approximately 125 Canaan AvalonMiner 1246 ("Canaan 1246") miners. The S9 miners have hashrate capacity of approximately 13 TH/s per miner and power consumption of approximately 1,300 watts per miner. The S17 Pro miners have hashrate capacity of approximately 50 TH/s per miner and power consumption of approximately 1,975 watts per miner. The T17 miners have hashrate capacity of approximately 40 TH/s per miner and power consumption of approximately 2,200 watts per miner. The 1166 Pro miners have hashrate capacity of approximately 80 TH/s and power consumption of approximately 3,400 watts per miner. The Canaan 1246 miners have hashrate capacity of approximately 85 TH/s and power consumption of approximately 3,420 watts per miner. We manage our fleet of miners through a combination of internal employees and outside contractors.

We believe that through our innovative strategic initiatives and existing commercial relationships, we will continue to efficiently secure high-quality equipment necessary to maximize our operational advantages. Using our access to and control of environmentally beneficial and low-cost power as leverage, our focus is on sourcing the latest crypto asset mining technology and engaging in transactions to align our interests with those of other key industry stakeholders, including equipment manufacturers and high-performance computing infrastructure managers. We are actively adding to our existing fleet of approximately 1,800 miners currently deployed at the Scrubgrass Plant, with a hash rate capacity of approximately 85 PH/s, through the execution of definitive agreements since April 1, 2021 with three suppliers to purchase over 27,300 additional miners with a total hash capacity equal to over 2,600 PH/s. Approximately 93% of these miners are scheduled to be delivered in 2021, with the first batch scheduled for delivery in September 2021, and the remaining 7% throughout 2022. The first 16,000 miners are expected to be housed in our data centers at the Scrubgrass Plant with the remainder deployed at future power generation facilities, including, potentially, the Panther Creek Plant and the Third Plant, starting later this year. We have initiated construction of a data center for the Panther Creek Plant to house the miners.

Pursuant to the three agreements that we have entered into to procure additional miners, we pre-paid significant portions of the purchase price for the new miners under each of the three agreements, with the remainder of the payments due upon confirmation of shipment or delivery of the miners. Delivery of the miners under one of these agreements is subject to us entering into a hosting agreement on reasonable commercial terms with the supplier that is currently under letter of intent. To date, we have not been advised by our suppliers of any supply constraints in fulfilling these agreements.

Our location in the cooler Northeastern United States and access to cheap power allow us to cool our miners at lower cost than if we were located in warmer regions and also affords us the flexibility to buy power off the grid when the cost of such power is cheaper than our cost of production, resulting in our ability to maximize crypto asset mining operations through low variable costs and cost per MW. Our current focus is on mining Bitcoin, which we may convert to USD to the extent necessary to fund our development.

We believe that buyers of the Bitcoin we mine may ascribe value to the environmentally-beneficial manner in which it was mined in the United States. Furthermore, while our focus is currently on Bitcoin, we may utilize our miners for other crypto assets depending on market conditions, including the relative values of such other crypto assets, and other factors. We intend to operate with flexibility and a goal of maximizing value from our operations. To this end, our business strategy continues to be acquiring power generating assets that allow us to generate electricity at competitive rates in an environmentally-beneficial fashion, securing miners with the latest technology to utilize such power generation capabilities, and re-investing proceeds from our crypto asset mining operations in acquiring additional power generating assets and miners.

### **Bitcoin and Bitcoin Mining**

Bitcoin, a form of cryptocurrency, is a crypto asset that is designed to work as a secure and decentralized medium of exchange. Digital assets exist on a blockchain which is a network of computers that together store the history of transactions and validate new transactions without the need for a trusted, central intermediary. Using a blockchain, value can be sent from one account to another in a matter of minutes and with full certainty without requiring the involvement of a bank or financial institution. Each computer on the network stores a copy of all the past transactions and the balance of every account.

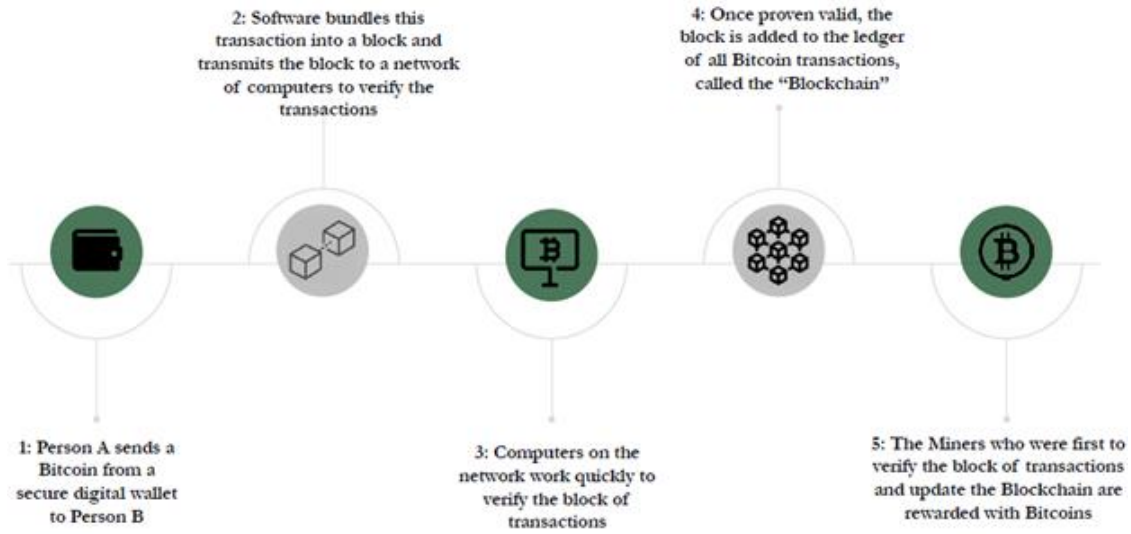
Each account is identified by a “public key,” the address to which funds are sent to and from. To access the account, however, a “private key” is needed. This private key is closely guarded by the holders of crypto assets, as anyone who possesses the private key for an account can access that account and transfer value. As a result of the relationship between public keys and private keys, every transaction ever done on the blockchain is available for public viewing in perpetuity, but the owners of the accounts may be anonymous.

The Bitcoin network infrastructure is collectively maintained by a decentralized, public user base who are either volunteers or are rewarded with Bitcoin. As the network is decentralized, it does not rely on either governmental authorities or financial institutions to create, transmit or determine the value of the coins and instead value is determined by supply and demand.

Most blockchains, including Bitcoin blockchains, validate transactions via a process called “proof of work,” which requires that computers compete to solve a complex cryptographic puzzle. Solving this puzzle essentially requires random guesswork and computers generate millions of guesses to arrive at the correct answer, which is referred to as “mining.” The computer that solves the puzzle is rewarded with the crypto asset.

Recognizing that over time the computing power devoted to mining can increase or decrease, every 10 minutes the Bitcoin network re-calibrates the difficulty of the puzzle to keep a 10 minute delay between each time the puzzle is solved. This delay is known as the “block time.”

We plan to mine Bitcoin by using our miners to solve this complex cryptographic puzzle. In return for solving a block, we receive a Bitcoin or other crypto asset reward, depending on the blockchain, which we hold for our account and attempt to sell opportunistically on the market or directly to purchasers to generate a profit. Miners measure their capability in terms of processing power, which is known in the industry as “hashing” power. Hashing power is measured in terms of the number of hashing algorithms solved (or “hashes”) per second, which is the miner’s “hash rate.” Generally speaking, miners with greater hashing power relative to other miners attempting to solve a block have a higher chance of solving the block and receiving a crypto asset award. See below for an illustration of how Bitcoin mining works.



Since the inception of the Bitcoin network, more and more miners have entered the market competing for the limited number of blocks that are regularly added to the Bitcoin blockchain. The resulting tremendous increase in network hash rate has resulted in increasing levels of “difficulty” being implemented by the Bitcoin network over time. As a result, an individual miner’s chances of adding a new block to the blockchain in a given period of time has decreased, creating volatility in a miner’s revenue stream. To address this challenge, Bitcoin mining operators began to combine their mining resources into “mining pools” to better compete and reduce volatility in Bitcoin mining revenue. Combining mining devices in a mining pool allows for faster output and better odds of finding a block at the group level, rather than the individual level. As part of our mining operations, we contribute our hash rate to certain pools, subject to their terms of service. Participation in such pools is generally terminable at any time by either party and our risk is limited, as we are able to switch pools at any time or simply not participate in any pools and mine independently. As a participant in such pools, in exchange for providing computing power, we receive a share of the theoretical global mining rewards based on our percent contribution to the Bitcoin mining network, less fees payable to the pool.

While we currently only mine Bitcoin, we continue to monitor and evaluate the crypto asset market and may in the future mine other crypto assets. We will consider factors such as market acceptance, value of the underlying crypto asset, cost to mine, mining equipment and resources required, and impact on our results of operation in making any future determination on the type of crypto assets to mine. Further, while we currently intend to acquire Bitcoins only through our mining efforts, it is possible that we may in the future acquire Bitcoins or other crypto assets through other means, such as exchanging crypto assets for other crypto assets instead of fiat currency.

## Private Placements

On April 1, 2021, we entered into the Series A Stock Purchase Agreement (the “Series A Stock Purchase Agreement”), pursuant to which we issued and sold 3,400,000 shares of Series A Convertible Redeemable Preferred Stock of Stronghold Inc. (the “Series A Preferred Stock”) in a private offering at a price of \$25.00 per share to various accredited investors in reliance upon exemptions from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Regulation D thereunder for aggregate consideration of approximately \$85.0 million (the “Series A Private Placement”).

Pursuant to the Series A Stock Purchase Agreement, Stronghold Inc. entered into a registration rights agreement (the “Series A Registration Rights Agreement”) with the investors in the Series A Private Placement, pursuant to which, among other things, we agreed to prepare and file a registration statement covering the resale of all Registrable Securities (as defined in the Series A Registration Rights Agreement) not already covered by an existing and effective registration statement on or prior to the 120th day following the closing of the Series A Private Placement. See “Certain Relationships and Related Party Transactions—Registration Rights Agreements” and “Description of Capital Stock—Registration Rights Agreements” for additional information.

Further, pursuant to the Series A Stock Purchase Agreement, Stronghold Inc., the investors in the Series A Private Placement and certain beneficial owners of common stock of Stronghold Inc. (the “Key Holders”) entered into a Right of First Refusal and Co-Sale Agreement (the “Series A ROFR Agreement”). Under the Series A ROFR Agreement, the Key Holders agreed to grant a right of first refusal to Stronghold Inc. to purchase all or any portion of capital stock of Stronghold Inc. held by a Key Holder or issued to a Key Holder after the date of the Series A ROFR Agreement, not including any shares of Series A Preferred Stock or common stock issued or issuable upon conversion of the Series A Preferred Stock. The Key Holders also granted a secondary refusal right to the investors in the Series A Private Placement to purchase all or any eligible capital stock not purchased by Stronghold Inc. pursuant to their right of first refusal. The Series A ROFR Agreement also provides certain co-sale rights to investors in the Series A Private Placement to participate in any sale or similar transfer of any shares of common stock owned by a Key Holder or issued to a Key Holder after the Series A Private Placement, on the terms and conditions specified in a written notice from a Key Holder. The investors, however, are not obligated to participate in such sales or similar transfers. The co-sale and rights of first refusal under the Series A ROFR Agreement will terminate upon the consummation of this offering.

On May 14, 2021, we entered into the Series B Stock Purchase Agreement (the “Series B Stock Purchase Agreement”), pursuant to which we issued and sold 630,915 shares of Series B Convertible Redeemable Preferred Stock of Stronghold Inc. (the “Series B Preferred Stock”) in a private offering at a price of \$31.70 per share to various accredited investors in reliance upon exemptions from registration pursuant to Section 4(a)(2) of the Securities Act and Regulation D thereunder, for aggregate consideration of \$20.0 million (the “Series B Private Placement” and, together with the Series A Private Placement, the “Private Placements”). The terms of the Series B Preferred Stock are substantially similar to the Series A Preferred Stock, except for differences in the stated value of such shares in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company or certain deemed liquidation events.

Simultaneous with the closing of the Series B Private Placement, we entered into a registration rights agreement (the “Series B Registration Rights Agreement” and, together with the Series A Registration Rights Agreement, the “Registration Rights Agreements”) with the investors in the Series B Private Placement, pursuant to which, among other things, we agreed to prepare and file a registration statement covering the resale of all Registrable Securities (as defined in the Series B Registration Rights Agreement) not already covered by an existing and effective registration statement on or prior to the 120th day following the closing of the Series A Private Placement. We intend to file a registration statement on Form S-1 covering the resale of all Registrable Securities under the Series A Registration Rights Agreement and Series B Registration Rights Agreement and expect that such registration statement will become effective concurrently with the effectiveness of the registration statement of which this prospectus forms a part. See “Description of Capital Stock—Registration Rights Agreements” for additional information.

Further, pursuant to the Series B Stock Purchase Agreement, Stronghold Inc., the investors in the Series B Private Placement and certain beneficial owners of common stock of Stronghold Inc. entered into a Right of First

Refusal and Co-Sale Agreement (the “Series B ROFR Agreement” and, together with the Series A ROFR Agreement, the “ROFR Agreements”), on substantially the same terms as the Series A ROFR Agreement.

Upon consummation on April 1, 2021 of the Series A Private Placement and on May 14, 2021 of the Series B Private Placement, we issued warrants to purchase up to 34,000 and 6,309 shares of Series A Preferred Stock and Series B Preferred Stock (or any capital stock into which the Series A Preferred Stock or Series B Preferred Stock have been converted, exchanged or reclassified), respectively, to the placement agent in the Private Placements. The warrants have an expiration date of five years after the issuance date.

## **Recent Developments**

### ***Acquisitions***

On March 3, 2021, SDM entered into a non-binding letter of intent (the “Olympus LOI”) with Olympus Power, LLC (“Olympus”) for the purchase of (i) a 30% limited partnership interest in Scrubgrass LP from Aspen Scrubgrass LP, a subsidiary of Olympus (“Aspen”), which represented all of Aspen’s ownership interest in Scrubgrass LP (the “Aspen Interest”), (ii) the Panther Creek Plant, and (iii) the Third Plant.

On July 9, 2021, we entered into a purchase agreement for the Panther Creek Acquisition, as contemplated by the Olympus LOI, from Panther Creek Reclamation Holdings, LLC, a subsidiary of Olympus Power, LLC. The Panther Creek Acquisition includes all of the assets of Panther Creek Power Operating LLC (“Panther Creek”), comprised primarily of the Panther Creek Plant. The Panther Creek Plant is a coal refuse reclamation facility with 80 MW of net electricity generation capacity located near Nesquehoning, Pennsylvania. The consideration for the Panther Creek Plant is approximately \$3.0 million in cash and 400,000 Series A Preferred Units of Stronghold LLC, or in the event that all Series A Preferred Units of Stronghold LLC have been converted into common units of Stronghold LLC (“Stronghold LLC Units”), an equivalent amount of Stronghold LLC Units, together with a corresponding number of shares of Class V common stock. The Panther Creek Acquisition is subject to customary closing conditions and regulatory approvals.

We continue to evaluate the acquisition of the Third Plant as contemplated by the Olympus LOI, although we do not consider this acquisition to be probable at this time. The acquisition of the Third Plant is subject to due diligence and the negotiation of a definitive agreement, and there is no assurance that the acquisition will be completed. The consideration for the Third Plant is expected to be approximately \$3.0 million in cash and \$6,250,000 of Stronghold LLC Units together with a corresponding number of shares of Class V common stock. If acquired, we plan to store newly acquired miners at or near the Third Plant and use power generated by the Third Plant to power crypto asset mining operations in an environmentally conscious manner.

### ***Northern Data***

On August 17, 2021, Stronghold LLC entered into a Hosting Services Agreement with Northern Data PA, LLC (“Northern Data”) whereby Northern Data will construct and operate a colocation data center facility located on the Scrubgrass Plant, the primary business purpose of which will be to provide hosting services and support the cryptocurrency miners that we have purchased but not yet received.

### ***Reorganization***

On April 1, 2021, we effected the Reorganization. See “—Corporate Reorganization” and “Corporate Reorganization” for more information.

### **Corporate Reorganization**

Stronghold Digital Mining Inc. was incorporated as a Delaware corporation on March 19, 2021. On April 1, 2021, contemporaneously with the Series A Private Placement (as defined herein), we underwent a corporate reorganization pursuant to that certain Master Transaction Agreement dated as of April 1, 2021, by and among the Company, Q Power, SDM, EIF Scrubgrass, LLC (“EIF Scrubgrass”), Falcon Power LLC (“Falcon”), Scrubgrass



Power LLC (“Scrubgrass Power”), Scrubgrass LP, Gregory A. Beard and William Spence (the “Master Transaction Agreement”), which we refer to herein as the “Reorganization.”

Our organizational structure following the Reorganization is commonly referred to as an umbrella partnership-C corporation (or “Up-C”) structure. Pursuant to this structure, following this offering Stronghold Inc. will hold a number of Stronghold LLC Units equal to the number of shares of Class A common stock issued and outstanding, and holders of Stronghold LLC Units (each, a “Stronghold Unit Holder”) (other than Stronghold Inc.) will hold a number of Stronghold LLC Units equal to the number of shares of Class V common stock issued and outstanding. The Up-C structure was selected in order to (i) allow Q Power the option to continue to hold its economic ownership in Stronghold LLC in “pass-through” form for U.S. federal income tax purposes through its ownership of the Stronghold LLC Units, and (ii) potentially allow Q Power and Stronghold Inc. to benefit from net cash tax savings that Stronghold Inc. might realize as more fully described in “Certain Relationships and Related Party Transactions—Tax Receivable Agreement.”

Immediately prior to the Reorganization, Q Power directly held all of the equity interests in SDM, and indirectly held 70% of the limited partner interests, and all of the general partner interests, in Scrubgrass LP, through wholly-owned subsidiaries EIF Scrubgrass, Falcon and Falcon’s wholly-owned subsidiary Scrubgrass Power. Aspen held the remaining 30% of the limited partner interests in Scrubgrass LP. Scrubgrass LP is a Delaware limited partnership originally formed on December 1, 1990 under the name of Scrubgrass Generating Company, L.P. SDM is a Delaware limited liability company originally formed on February 12, 2020 under the name Stronghold Power LLC.

Contemporaneously with the Reorganization, Stronghold Inc. acquired the Aspen Interest in exchange for 200,000 newly issued shares of Series A Preferred Stock of Stronghold Inc. and a portion of the proceeds from the Series A Private Placement. Pursuant to the Reorganization, Q Power contributed all of its ownership interests in EIF Scrubgrass, Falcon and SDM to Stronghold LLC in exchange for 9,400,000 Stronghold LLC Units, Stronghold Inc. contributed cash (using the remaining proceeds from the Series A Private Placement, net of fees, expenses and amounts paid to Aspen), 9,400,000 shares of Class V common stock of Stronghold Inc. and the Aspen Interest to Stronghold LLC in exchange for 3,600,000 preferred units of Stronghold LLC, and Stronghold LLC immediately thereafter distributed the 9,400,000 shares of Class V common stock to Q Power. In addition, effective as of April 1, 2021, Stronghold Inc. acquired 5,000 Stronghold LLC Units held by Q Power (along with an equal number of shares of Class V common stock) in exchange for 5,000 newly issued shares of Class A common stock.

As a result of the Reorganization, the acquisition of the Aspen Interest and the acquisition of Stronghold LLC Units by Stronghold Inc. discussed above, (i) Q Power acquired and retained 9,395,000 Stronghold LLC Units, 5,000 shares of Class A common stock of Stronghold Inc., and 9,395,000 shares of Class V common stock of Stronghold Inc., effectively giving Q Power approximately 72% of the voting power of Stronghold Inc. and approximately 72% of the economic interest in Stronghold LLC, (ii) Stronghold Inc. acquired 3,600,000 preferred units of Stronghold LLC and 5,000 Stronghold LLC Units, effectively giving Stronghold Inc. approximately 28% of the economic interest in Stronghold LLC, (iii) Stronghold Inc. became the sole managing member of Stronghold LLC and is responsible for all operational, management and administrative decisions relating to Stronghold LLC’s business and will consolidate financial results of Stronghold LLC and its subsidiaries, (iv) Stronghold Inc. became a holding company whose only material asset consists of membership interests in Stronghold LLC, and (v) Stronghold LLC directly or indirectly owns all of the outstanding equity interests in the subsidiaries through which we operate our assets, including Scrubgrass LP and SDM.

See the sections entitled “Certain Relationships and Related Party Transactions—Tax Receivable Agreement” and “Corporate Reorganization” for additional information on our organizational structure, including the Tax Receivable Agreement.

Pursuant to the terms of the Preferred Stock (as defined herein), on (i) the date that a registration statement registering the shares of Class A common stock issuable upon the conversion of the Preferred Stock is declared effective by the SEC or (ii) the date on which a “Significant Transaction Event” occurs, as defined in our amended and restated certificate of incorporation, such shares of Preferred Stock will automatically convert into shares of Class A common stock of Stronghold Inc. on a one-to-one basis, subject to certain adjustments as set forth in our amended and restated certificate of incorporation. Correspondingly, pursuant to the Stronghold LLC Agreement, preferred units in Stronghold LLC automatically convert into Stronghold LLC Units on a one-to-one basis under like

circumstances (subject to corresponding adjustments). All of the outstanding shares of Preferred Stock will automatically convert into shares of Class A common stock in connection with this offering (the “Preferred Stock Conversion”) and, correspondingly, all of the preferred units in Stronghold LLC will automatically convert into Stronghold LLC Units.

After giving effect to the offering contemplated by this prospectus and the Preferred Stock Conversion, Stronghold Inc. will own an approximate % interest in Stronghold LLC (or % if the underwriters’ option to purchase additional shares is exercised in full), and the Stronghold Unit Holders will own an approximate % interest in Stronghold LLC (or % if the underwriters’ option to purchase additional shares is exercised in full) and all of the Class V common stock. Please see “Principal Stockholders.”

Each share of Class V common stock has no economic rights but entitles its holder to one vote on all matters to be voted on by stockholders generally. Holders of Class A common stock and Class V common stock vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law or by our amended and restated certificate of incorporation. Stronghold Inc. does not intend to list Class V common stock on any exchange.

Under the Second Amended and Restated Limited Liability Company Agreement of Stronghold LLC, as amended from time to time (the “Stronghold LLC Agreement”), each Stronghold Unit Holder, other than Stronghold Inc., subject to certain limitations, has the right (the “Redemption Right”) to cause Stronghold LLC to acquire all or a portion of its Stronghold LLC Units for, at Stronghold LLC’s election, (i) shares of our Class A common stock at a redemption ratio of one share of Class A common stock for each Stronghold LLC Unit redeemed, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions or (ii) an approximately equivalent amount of cash as determined pursuant to the Stronghold LLC Agreement. Alternatively, upon the exercise of the Redemption Right, Stronghold Inc. (instead of Stronghold LLC) has the right (the “Call Right”), for administrative convenience, to acquire each tendered Stronghold LLC Unit directly from the redeeming Stronghold Unit Holder for, at its election, (x) one share of Class A common stock, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions, or (y) an approximately equivalent amount of cash as determined pursuant to the terms of the Stronghold LLC Agreement. In addition, Stronghold Inc. has the right to require (i) upon the acquisition by Stronghold Inc. of substantially all of the Stronghold LLC Units, certain minority unitholders or (ii) upon a change of control of Stronghold Inc., each Stronghold Unit Holder (other than Stronghold Inc.), in each case, to exercise its Redemption Right with respect to some or all of such unitholder’s Stronghold LLC Units. In connection with any redemption of Stronghold LLC Units pursuant to the Redemption Right or the Call Right, the corresponding number of shares of Class V common stock will be cancelled. See “Certain Relationships and Related Party Transactions —Stronghold LLC Agreement.”

Stronghold Inc.’s acquisition (or deemed acquisition for U.S. federal income tax purposes) of Stronghold LLC Units pursuant to an exercise of the Redemption Right or the Call Right is expected to result in adjustments to the tax basis of the tangible and intangible assets of Stronghold LLC, and such adjustments will be allocated to Stronghold Inc. These adjustments would not have been available to Stronghold Inc. absent its acquisition or deemed acquisition of Stronghold LLC Units and are expected to reduce the amount of cash tax that Stronghold Inc. would otherwise be required to pay in the future.

In connection with the Reorganization, Stronghold Inc. entered into a Tax Receivable Agreement with Q Power and an agent named by Q Power (the “Tax Receivable Agreement”). The Tax Receivable Agreement generally provides for the payment by Stronghold Inc. to Q Power (or its permitted assignees) of 85% of the net cash savings, if any, in U.S. federal, state and local income and franchise tax (computed using the estimated impact of state and local taxes) that Stronghold Inc. actually realizes (or is deemed to realize in certain circumstances) as a result of (i) certain increases in tax basis that occur as a result of its acquisition (or deemed acquisition for U.S. federal income tax purposes) of all or a portion of Stronghold Unit Holders’ Stronghold LLC Units pursuant to an exercise of the Redemption Right or the Call Right and (ii) imputed interest deemed to be paid by Stronghold Inc. as a result of, and additional tax basis arising from, any payments Stronghold Inc. makes under the Tax Receivable Agreement.

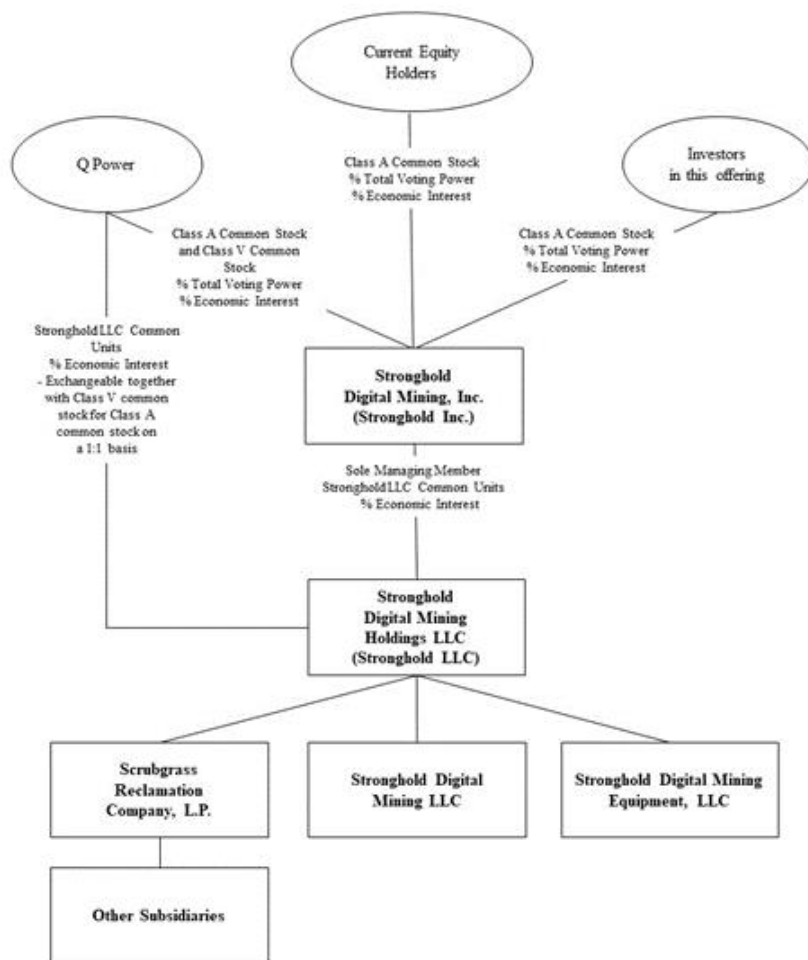
Payments will generally be made under the Tax Receivable Agreement as Stronghold Inc. realizes actual cash tax savings from the tax benefits covered by the Tax Receivable Agreement. However, if Stronghold Inc. experiences a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations) or the Tax Receivable Agreement terminates early (at

Stronghold Inc.'s election or as a result of Stronghold Inc.'s breach), Stronghold Inc. would be required to make an immediate payment equal to the present value of the future payments it would be required to make if it realized deemed tax savings pursuant to the Tax Receivable Agreement (determined by applying a discount rate equal to one-year LIBOR (or an agreed successor rate, if applicable) plus 100 basis points, and using numerous assumptions to determine deemed tax savings) and such early termination payment is expected to be substantial and may exceed the future tax benefits realized by Stronghold Inc. Stronghold Inc. will be dependent on Stronghold LLC to make distributions to Stronghold Inc. in an amount sufficient to cover Stronghold Inc.'s obligations under the Tax Receivable Agreement.

Estimating the amount and timing of Stronghold Inc.'s realization of tax benefits subject to the Tax Receivable Agreement is by its nature imprecise and unknown at this time and will vary based on a number of factors, many of which are outside of our control. Solely for purposes of illustration, we expect that if there were a redemption of all of the Stronghold LLC Units held by Q Power immediately after this offering (which is not likely or anticipated), the estimated tax benefits to Stronghold Inc. subject to the Tax Receivable Agreement could be up to \$ \_\_\_\_\_ million (to the extent Stronghold Inc. has actual tax liability equal to or in excess of this amount) to be utilized over at least 15 years from the date of this offering as and when such benefits are realized (or in some cases, deemed realized). This illustration is almost certainly not accurate as it is based on stylized assumptions that are not realistic, and the actual or deemed benefits (and corresponding payments under the Tax Receivable Agreement) are likely to be significantly different. Moreover, any estimate we provide would necessarily be based on numerous uncertain assumptions, including but not limited to a \$ \_\_\_\_\_ per share trading price of Class A common stock, a 21% U.S. federal corporate income tax rate and estimated applicable state and local income tax rates, no material change in U.S. federal, state or local income tax law, and that Stronghold Inc. will have sufficient taxable income on a current basis to utilize such estimated tax benefits. Utilizing this estimate as an illustration, Q Power would be entitled to payments under the Tax Receivable Agreement equal to 85% of the \$ \_\_\_\_\_ million of tax benefits, or approximately \$ \_\_\_\_\_ million, as and when such benefits are realized (or in some cases, deemed realized).

As noted above, the foregoing numbers are merely estimates for purposes of this illustration and the actual tax benefits and the amount and timing of the payments under the Tax Receivable Agreement to Q Power could differ materially as a result of a number of factors, including changes to Stronghold LLC's balance sheet, the timing of the redemption of Stronghold LLC Units, the price of Class A common stock at the time of each exchange, the extent to which such exchanges are taxable, the amount and timing of the taxable income Stronghold Inc. generates in the future and the tax rate then applicable, and the portion of the payments under the Tax Receivable Agreement constituting imputed interest or depreciable or amortizable tax basis, as more fully described in "Certain Relationships and Related Party Transactions—Tax Receivable Agreement." Moreover, if tax benefits are deemed realized in certain circumstances (such as a change of control or other early termination of the Tax Receivable Agreement), the actual amount and timing of tax benefits may substantially differ from the deemed timing and amount, and the payments made by Stronghold Inc. under the Tax Receivable Agreement could exceed the actual net cash tax savings resulting from the "Up-C" structure. Payments under the Tax Receivable Agreement will not be conditioned upon Q Power having an ownership interest in Stronghold Inc. or Stronghold LLC. In addition, certain rights of Q Power (including the right to receive payments) under the Tax Receivable Agreement will be transferable in connection with transfers permitted under the Stronghold LLC Agreement of the corresponding Stronghold LLC Units or after the corresponding Stronghold LLC Units have been acquired pursuant to the Redemption Right or Call Right. For a more detailed discussion of the Tax Receivable Agreement, see "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."

The following diagram indicates our simplified ownership structure immediately following this offering and the transactions related thereto (assuming that the underwriters' option to purchase additional shares is not exercised):



### Our Legacy Owners

Upon completion of this offering (and taking into account the Preferred Stock Conversion), the existing owners of Stronghold Inc., including, but not limited to, Q Power and the holders of Series A Preferred Stock and Series B Preferred Stock (the “Legacy Owners”) will initially own \_\_\_\_\_ shares of Class A common stock, representing approximately \_\_\_\_\_ % of the voting power of the Company (or \_\_\_\_\_ % if the underwriters exercise their option to purchase additional shares in full), and Q Power will own \_\_\_\_\_ shares of Class V common stock, representing approximately \_\_\_\_\_ % of the voting power of the Company (or \_\_\_\_\_ % if the underwriters exercise their option to purchase additional shares in full). For more information on our Reorganization and the ownership of our common stock by our principal stockholders, see “Corporate Reorganization” and “Corporate Reorganization.”

## Controlled Company Status

After the completion of this offering, Q Power and its affiliates will continue to collectively hold more than 50% of the voting power for the election of directors of the Company. As a result, we expect to be a controlled company within the meaning of Nasdaq corporate governance standards. Under Nasdaq rules, a company of which more than 50% of the voting power is held by an individual, company or group of persons acting together is a controlled company and may elect not to comply with certain Nasdaq corporate governance requirements, including the requirements that:

- a majority of the Board consist of independent directors under Nasdaq rules;
- the nominating and governance committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
- the compensation committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities.

These requirements will not apply to us as long as we remain a controlled company. Following this offering, we may utilize some or all of these exemptions. Accordingly, you may not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of Nasdaq. See "Management—Controlled Company Status."

## Summary Risk Factors

Investing in our Class A common stock involves risks. You should read carefully the section of this prospectus entitled "Risk Factors" beginning on page 28 for an explanation of these risks before investing in our Class A common stock. In particular, the following considerations may offset our competitive strengths or have a negative effect on our strategy or operating activities, which could cause a decrease in the price of our Class A common stock and a loss of all or part of your investment.

- We have a hybrid business model which is highly dependent on the price of Bitcoin. A decline in the price of Bitcoin could result in significant losses.
- If we fail to effectively manage our growth or to raise additional capital needed to grow our business, our business, financial condition and results of operations may be harmed.
- We have an evolving business model which is subject to various uncertainties.
- The loss of any of our management team could adversely affect our business.
- We may be unable to successfully enter into definitive purchase agreements for or close on the additional plants or miners described herein, or any other potential acquisitions.
- We are dependent on third-party brokers to source some of our miners.
- If crypto assets are determined to be investment securities, we may inadvertently violate the Investment Company Act of 1940, as amended (the "Investment Company Act"), and incur large losses and potentially be required to register as an investment company.
- Regulatory changes or actions may alter the nature of an investment in us or restrict the use of Bitcoin in a manner that adversely affects our business, prospects or operations.
- The open-source structure of the certain crypto asset network protocol, including Bitcoin, means that the contributors to the protocol are generally not directly compensated for their contributions in maintaining and developing the protocol. A failure to properly monitor and upgrade the protocol could damage that network and an investment in us.
- The further development and acceptance of crypto asset networks and other crypto assets are subject to a variety of factors that are difficult to evaluate.

- We may not be able to compete with other companies, some of whom have greater resources and experience.
- The development and acceptance of competing blockchain platforms or technologies may cause consumers to use alternative distributed ledgers or other alternatives.
- The loss or destruction of private keys required to access any crypto assets held in custody for our own account may be irreversible.
- The nature of our business requires the application of complex financial accounting rules, and there is limited guidance from accounting standard setting bodies. If financial accounting standards undergo significant changes, our operating results could be adversely affected.
- The Bitcoin reward for successfully uncovering a block will halve several times in the future and Bitcoin value may not adjust to compensate us for the reduction in the rewards we receive from our mining efforts.
- Our future success will depend upon the value of Bitcoin; the value of Bitcoin may be subject to pricing risk and has historically been subject to wide swings.
- Cryptocurrencies, including those maintained by or for us, may be exposed to cybersecurity threats and hacks.
- If the Bitcoin reward for solving blocks and transaction fees is not sufficiently high, we may not have an adequate incentive to continue mining and may cease mining operations.
- The limited rights of legal recourse against us, and our lack of insurance protection expose us and our stockholders to the risk of loss of our crypto assets for which no person is liable.
- Natural or manmade events may cause our power production to fall below our expectations.
- We may not be able to operate the power generation facility as planned.
- Land reclamation requirements may be burdensome and expensive.
- Changes in tax credits related to coal refuse power generation could have a material adverse effect on our business, financial condition, results of operations and future development efforts.
- Competition in power markets may have a material adverse effect on our results of operations, cash flows and the market value of our assets.
- Because our power-generating reclamation facility is a member of PJM Interconnection (“PJM”), a regional transmission organization, we may be required to supply power to the grid at a time that is not optimal to our operations.
- Our business is subject to substantial energy regulation, and we are required to obtain, and to comply with, government permits and approvals.
- Operation of power generation facilities involves significant risks and hazards.
- We are a holding company whose sole material asset is our equity interests in Stronghold LLC.
- If we experience any material weaknesses in the future or otherwise fail to develop or maintain an effective system of internal controls in the future, we may not be able to accurately report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our Class A common stock.
- The Legacy Owners will own a significant amount of our voting stock, and their interests may conflict with those of our other stockholders.
- In certain cases, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, Stronghold Inc. realizes.

- Investors in this offering will experience immediate and substantial dilution of \$            per share.
- We do not intend to pay cash dividends on our Class A common stock.
- Future sales of our Class A common stock in the public market could reduce our stock price, and any additional capital raised by us through the sale of equity or convertible securities may dilute your ownership in us.
- We may issue preferred stock whose terms could adversely affect the voting power or value of our Class A common stock.

See “Risk Factors” immediately following this prospectus summary for a more thorough discussion of these and other risks and uncertainties we face.

#### **Emerging Growth Company and Smaller Reporting Company Status**

As a company with less than \$1.07 billion in revenue during our last fiscal year, we qualify as an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”). An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include:

- We are not required to engage an auditor to report on our internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”);
- We are not required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board (the “PCAOB”) regarding mandatory audit firm rotation or a supplement to the auditor’s report providing additional information about the audit and the financial statements (i.e., an auditor discussion and analysis);
- We are not required to submit certain executive compensation matters to stockholder advisory votes, such as “say-on-pay,” “say-on-frequency” and “say-on-golden parachutes”; and
- We are not required to disclose certain executive compensation related items such as the correlation between executive compensation and performance and comparisons of the chief executive officer’s compensation to median employee compensation.

We may take advantage of these provisions until the last day of our fiscal year following the fifth anniversary of the completion of this offering or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company upon the earliest of: (i) the last day of the first fiscal year in which our annual gross revenues are \$1.07 billion or more; (ii) the date on which we have, during the previous three-year period, issued more than \$1.0 billion in non-convertible debt securities; or (iii) the date on which we are deemed to be a “large accelerated filer,” which will occur as of the end of any fiscal year in which we (x) have an aggregate market value of our common stock held by non-affiliates of \$700 million or more as of the last business day of our most recently completed second fiscal quarter, (y) have been required to file annual and quarterly reports under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), for a period of at least 12 months and (z) have filed at least one annual report pursuant to the Exchange Act.

We have elected to take advantage of the reduced disclosure obligations listed above in this prospectus, and may elect to take advantage of other reduced reporting requirements in future filings. In particular, we have elected to adopt the reduced disclosure with respect to our executive compensation disclosure. As a result of this election, the information that we provide stockholders may be different than you might get from other public companies.

The JOBS Act permits an emerging growth company like us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. We have elected to use this extended transition period and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for private companies. Our election to use the transition periods permitted by this election may make it difficult to compare our financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the extended transition periods permitted

under the JOBS Act and that will comply with new or revised financial accounting standards. If we were to subsequently elect instead to comply with public company effective dates, such election would be irrevocable pursuant to the JOBS Act.

For additional descriptions of the qualifications and other requirements applicable to emerging growth companies and certain elections that we have made due to our status as an emerging growth company, see “Risk Factors—Risks Related to this Offering and Our Class A Common Stock—For as long as we are an emerging growth company, we will not be required to comply with certain reporting requirements, including those relating to accounting standards and disclosure about our executive compensation, that apply to other public companies.”

Additionally, we are a “smaller reporting company” as defined in Item 10(f)(1) of Regulation S-K. Smaller reporting companies may take advantage of certain reduced disclosure obligations, including, among other things, providing only two years of audited financial statements. We will remain a smaller reporting company until the last day of the fiscal year in which (1) the market value of our common stock held by non-affiliates exceeds \$250 million as of the end of that fiscal year’s second fiscal quarter and (2) our annual revenues exceeded \$100 million during such completed fiscal year and the market value of our common stock held by non-affiliates exceeds \$700 million as of the end of that fiscal year’s second fiscal quarter.

#### **Our Offices**

Our principal executive offices are located at 595 Madison Avenue, 29th Floor, New York, New York 10022, and our telephone number at that address is (212) 967-5294. Our website address is [www.strongholddigitalmining.com](http://www.strongholddigitalmining.com). Information contained on our website does not constitute part of this prospectus.



## The Offering

|   |  |
|---|--|
| <b>Issuer</b>   | Stronghold Digital Mining Inc.   |
| <b>Class A common stock offered by us</b>   | shares.  |
| <b>Option to purchase additional shares of Class A common stock</b>                         | The underwriters have the option to purchase up to an aggregate of additional shares of Class A common stock from us at the initial public offering price, less the underwriting discount and commissions. The underwriters can exercise this option at any time within 30 days from the date of this prospectus.  |
| <b>Class A common stock to be outstanding immediately after completion of this offering</b> | shares (or shares if the underwriters' option to purchase additional shares is exercised in full), taking into account the Preferred Stock Conversion.   |
| <b>Class V common stock to be outstanding immediately after completion of this offering</b> | shares, all of which will be owned by Q Power. Class V shares do not have economic rights. In connection with any redemption of Stronghold LLC Units pursuant to the Redemption Right or our Call Right, the corresponding number of shares of Class V common stock will be cancelled.   |
| <b>Voting power of Class A common stock after giving effect to this offering</b>            | (or % if the underwriters' option to purchase additional shares of Class A common stock is exercised in full), taking into account the Preferred Stock Conversion.   |
| <b>Voting power of Class V common stock after giving effect to this offering</b>            | (or if the underwriters' option to purchase additional shares of Class A common stock is exercised in full), taking into account the Preferred Stock Conversion.   |
| <b>Voting rights</b>  | Each share of our Class A common stock entitles its holder to one vote on all matters to be voted on by stockholders generally. Each share of our Class V common stock entitles its holder to one vote on all matters to be voted on by stockholders generally. Holders of our Class A common stock and Class V common stock vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law or by our amended and restated certificate of incorporation. See "Description of Capital Stock."  |
| <b>Use of proceeds</b>  | <p>We expect to receive approximately \$ million of net proceeds from the sale of Class A common stock offered by us in this offering after deducting underwriting discounts and estimated offering expenses payable by us (or approximately \$ of net proceeds if the underwriters' option to purchase additional shares of Class A common stock is exercised in full).</p> <p>We intend to contribute the net proceeds of this offering to Stronghold LLC in exchange for Stronghold LLC Units. Stronghold LLC will use the net proceeds for general corporate purposes, including for acquisitions of miners and power generating assets. Please see "Use of Proceeds."</p> |

**Dividend policy**

We currently anticipate that we will retain all future earnings, if any, to finance the growth and development of our business. We do not intend to pay cash dividends in the foreseeable future.

**Redemption rights of Stronghold Unit Holders**

Under the Stronghold LLC Agreement, each Stronghold Unit Holder (other than Stronghold Inc.), subject to certain limitations, has the right, pursuant to the Redemption Right, to cause Stronghold LLC to acquire all or a portion of its Stronghold LLC Units for, at Stronghold LLC's election, (i) shares of our Class A common stock at a redemption ratio of one share of Class A common stock for each Stronghold LLC Unit redeemed, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions or (ii) an approximately equivalent amount of cash as determined pursuant to the terms of the Stronghold LLC Agreement. Alternatively, upon the exercise of the Redemption Right, Stronghold Inc. (instead of Stronghold LLC) has the right, pursuant to the Call Right, to acquire each tendered Stronghold LLC Unit directly from the redeeming Stronghold Unit Holder for, at its election, (x) one share of Class A common stock, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions, or (y) an approximately equivalent amount of cash as determined pursuant to the terms of the Stronghold LLC Agreement. In addition, Stronghold Inc. has the right to require (i) upon the acquisition by Stronghold Inc. of substantially all of the Stronghold LLC Units, certain minority unitholders or (ii) upon a change of control of Stronghold Inc., each Stronghold Unit Holder (other than Stronghold Inc.), in each case, to exercise its Redemption Right with respect to some or all of such unitholder's Stronghold LLC Units. In connection with any redemption of Stronghold LLC Units pursuant to the Redemption Right or the Call Right, the corresponding number of shares of Class V common stock will be cancelled. See "Certain Relationships and Related Party Transactions—Stronghold LLC Agreement."

**Tax Receivable Agreement**

Stronghold Inc. has entered into the Tax Receivable Agreement, which provides for the payment by Stronghold Inc. to Q Power (or its permitted assignees) of 85% of the net cash savings, if any, in U.S. federal, state and local income tax and franchise tax (computed using the estimated impact of state and local taxes) that Stronghold Inc. actually realizes (or is deemed to realize in certain circumstances) as a result of certain tax basis increases and certain tax benefits attributable to imputed interest. Stronghold Inc. will retain the remaining net cash savings, if any. See "Risk Factors—Risks Related to this Offering and Our Class A Common Stock" and "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."

**Proposed listing symbol**

We intend to apply to list our Class A common stock on The Nasdaq Global Market under the symbol "SDIG."

**Risk factors**

You should carefully read and consider the information beginning on page 29 of this prospectus set forth under the heading “Risk Factors” and all other information set forth in this prospectus before deciding to invest in our Class A common stock.

**Directed share program**

The underwriters have reserved for sale at the initial public offering price up to       % of the shares of Class A common stock being offered by this prospectus for sale to our employees, executive officers, directors and related persons who have expressed an interest in purchasing common stock in this offering. We do not know if these persons will choose to purchase all or any portion of these reserved shares, but any purchases they make will reduce the number of shares available to the general public. Please see “Underwriting.”

## Summary Historical and Pro Forma Consolidated Financial and Operating Data

Stronghold Inc. was incorporated on March 19, 2021. The following table presents the summary historical and certain pro forma financial data and other data for Stronghold Inc. and its subsidiaries and its accounting predecessor. The historical results presented below are not necessarily indicative of the results to be expected for any future period, and should be read together with “Use of Proceeds,” “Unaudited Pro Forma Consolidated Financial Information,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Corporate Reorganization” and our consolidated financial statements and related notes included elsewhere in this prospectus.

The summary historical financial data as of December 31, 2020 and 2019 and for the fiscal years ended December 31, 2020 and 2019 was derived from the audited historical financial statements of Stronghold Inc.’s accounting predecessor included elsewhere in this prospectus. The summary historical financial data as of June 30, 2021 and 2020 and for the six months ended June 30, 2021 and 2020 was derived from the unaudited historical financial statements of Stronghold Inc. and its subsidiaries included elsewhere in this prospectus.

The summary unaudited pro forma consolidated statements of operations data for the year ended December 31, 2020 and the six months ended June 30, 2021 present our consolidated results of operations after giving effect to the following adjustments, which we collectively refer to as the “pro forma adjustments”: (i) the Panther Creek Acquisition, (ii) a preliminary purchase price allocation of the Panther Creek Acquisition, (iii) funding pursuant to the master equipment financing agreement (the “Arctos/NYDIG Financing Agreement”) with Arctos Credit, LLC (now “NYDIG”) on July 2, 2021, (iv) the issuance of 154,114 shares of Class A common stock to Minerva Semiconductor Corp. upon final delivery of equipment (miners), (v) payments of the remaining commitments under the equipment financing agreements, (vi) additional transaction related costs (collectively, (iii), (iv), (v) and (vi) are referred to as the “Equipment Financing and Transaction Costs”), (vii) major repairs and upgrade maintenance to achieve maximum capacities at the Panther Creek Plant, (viii) this offering and our receipt of the estimated net proceeds from this offering and the subsequent contribution of such net proceeds to Stronghold LLC in exchange for Stronghold LLC Units, (ix) the Preferred Stock Conversion, and (x) the establishment of a valuation allowance against the Company’s net deferred tax assets, and a provision for corporate income taxes on the income attributable to Stronghold Inc. at an effective rate of 0% for each of the fiscal year ended December 31, 2020 and the six months ended June 30, 2021, inclusive of all U.S. federal, state and local income taxes, net. Management continues to evaluate the likelihood of Stronghold Inc. utilizing its deferred tax assets, and while the valuation allowance remains in place, we expect to record no income tax expense. Should the valuation allowance no longer be required, the 21% statutory federal income tax rate will apply to income allocated to Stronghold Inc. as well as state and local income taxes, resulting in an estimated blended statutory rate of 28.89%. As disclosed in “Unaudited Pro Forma Consolidated Financial Information,” a provision for corporate income taxes on income attributable to Stronghold Inc. will have a full valuation allowance due to the fact that some or all of the deferred income tax assets will not be utilized. The unaudited pro forma consolidated balance sheet as of June 30, 2021 gives effect to the pro forma adjustments, including this offering, as if the same had occurred on June 30, 2021. The pro forma adjustments are based on available information and upon assumptions that our management believes are reasonable in order to reflect their impact, on a pro forma basis, on the historical financial information of our accounting predecessor and Stronghold Inc. The summary unaudited pro forma consolidated financial information is derived from, and should be read in conjunction with, the condensed consolidated financial statements and related notes of Stronghold Inc. and its accounting predecessor and the consolidated financial statements and related notes of Panther Creek included elsewhere in this prospectus, together with the more detailed information as set forth under “Unaudited Pro Forma Consolidated Financial Information.” The summary unaudited pro forma consolidated financial information is included for informational purposes only and does not purport to reflect the results of operations or financial position of Stronghold Inc. that would have occurred had Stronghold Inc. been in existence or operated as a public company or otherwise during the periods presented. The unaudited pro forma consolidated financial information should not be relied upon as being indicative of our results of operations or financial position had the described transactions occurred on the dates assumed. The unaudited pro forma consolidated financial information also does not project our results of operations or financial position for any future period or date.

|   | Stronghold Inc.              |              | Accounting Predecessor      |              | Pro<br>Forma<br>Stronghold<br>Inc.(1)      | Pro<br>Forma<br>Stronghold<br>Inc.(1) |
|---|------------------------------|--------------|-----------------------------|--------------|--|---------------------------------------|
|   | Six Months Ended<br>June 30, |              | Years Ended<br>December 31, |              | Six<br>Months<br>Ended<br>June 30,<br>2021 | Year<br>Ended<br>December 31,<br>2020 |
|   | 2021                         | 2020         | 2020                        | 2019         |  |                                       |
|   | (unaudited)                  |              |                             |              | (unaudited)                                | (unaudited)                           |
| <b>Combined Statement of Operations Data:</b>                   |                              |              |                             |              |  |                                       |
| <b>Operating Revenues</b>                                       |                              |              |                             |              |  |                                       |
| Energy  | \$ 3,486,822                 | \$ 584,659   | \$ 518,397                  | \$ 7,047,237 |  |                                       |
| Capacity  | 1,283,236                    | 1,469,661    | 2,816,457                   | 3,832,457    |  |                                       |
| Crypto asset hosting  | 1,242,518                    | —            | 252,413                     | —            |  |                                       |
| Crypto asset mining   | 1,840,903                    | 80,229       | 339,456                     | 33,337       |  |                                       |
| Other   | 33,123                       | 33,743       | 191,661                     | 136,299      |  |                                       |
| Total operating revenues  | 7,886,602                    | 2,168,292    | 4,118,384                   | 11,049,330   |  |                                       |
| <b>Operating Expenses</b>                                       |                              |              |                             |              |  |                                       |
| Fuel  | 4,100,521                    | 302,937      | 425,126                     | 8,435,990    |  |                                       |
| Operations and maintenance                                      | 3,204,858                    | 1,663,367    | 3,305,833                   | 5,637,118    |  |                                       |
| General and administrative                                      | 2,907,847                    | 728,590      | 2,269,525                   | 3,072,285    |  |                                       |
| Impairments on digital currencies                               | 375,246                      | —            | —                           | —            |  |                                       |
| Depreciation and amortization                                   | 1,305,174                    | 283,453      | 558,630                     | 483,658      |  |                                       |
| Total operating expenses  | 11,893,646                   | 2,978,347    | 6,559,114                   | 17,629,051   |  |                                       |
| Operating loss  | (4,007,044)                  | (810,055)    | (2,440,730)                 | (6,579,921)  |  |                                       |
| <b>Other Income (Expense)</b>                                   |                              |              |                             |              |  |                                       |
| Interest income   | —                            | —            | 2,982                       | 4,177        |  |                                       |
| Interest expense  | (134,083)                    | (74,500)     | (205,480)                   | (192,961)    |  |                                       |
| Gain on extinguishment of EIDL advance                          | —                            | —            | 10,000                      | —            |  |                                       |
| Gain on extinguishment of PPP loan                              | 638,000                      | —            | —                           | —            |  |                                       |
| Realized gain (loss) on sale of digital currencies              | 143,881                      | 1,280        | 31,810                      | (1,516)      |  |                                       |
| Changes in fair value of warrant liabilities                    | (191,477)                    | —            | —                           | 590,832      |  |                                       |
| Derivative contracts, net                                       | —                            | 1,207,131    | 1,207,131                   | 2,244,810    |  |                                       |
| Waste coal credit   | 23,796                       | 7,500        | 1,188,210                   | 2,011,044    |  |                                       |
| Other   | 17,895                       | 27,258       | 61,083                      | 71,892       |  |                                       |
| Total other income/ (expense)                                   | 525,079                      | 1,168,669    | 2,295,736                   | 4,728,278    |  |                                       |
| Pretax income (loss)  | (3,481,965)                  | 358,614      | (144,994)                   | (1,851,443)  |  |                                       |
| Pro forma income taxes  | —                            | —            | —                           | —            |  |                                       |
| Net income (loss)   | (3,481,965)                  | 358,614      | (144,994)                   | (1,851,443)  |  |                                       |
| Less: Net income attributable to non-controlling interest       | (2,402,488)                  | —            | (147,546)                   | (564,980)    |  |                                       |
| Net income (loss) attributable to Stronghold LLC and Stronghold | (1,079,478)                  | 358,614      | 2,552                       | (1,286,463)  |  |                                       |
| <b>Pro Forma Per Share Data(2)</b>                              |                              |              |                             |              |  |                                       |
| Pro forma net income (loss) per share                           |                              |              |                             |              |  |                                       |
| Basic   | \$ (123.86)                  |              |                             |              |  |                                       |
| Diluted   | \$ (123.86)                  |              |                             |              |  |                                       |
| Pro forma weighted average shares outstanding                   |                              |              |                             |              |  |                                       |
| Basic   | 8,137                        |              |                             |              |  |                                       |
| Diluted   | 8,137                        |              |                             |              |  |                                       |
| <b>Combined Statement of Cash Flows Data:</b>                   |                              |              |                             |              |  |                                       |
| Cash flows (used in) provided by operating activities           | \$ 1,640,811                 | \$ (893,940) | \$ 587,223                  | \$ 755,182   |  |                                       |
| Cash flows (used in) provided by investing activities           | (90,872,789)                 | 1,337,213    | (1,827,786)                 | 17,982       |  |                                       |
| Cash flows (used in) provided by financing activities           | 132,643,570                  | 248,212      | 1,409,607                   | (826,242)    |  |                                       |
| <b>Other Financial Data:</b>                                    |                              |              |                             |              |  |                                       |
| Adjusted EBITDA(3)  | (1,397,576)                  | (490,564)    | (591,031)                   | (1,178,900)  |  |                                       |
| <b>Combined Balance Sheet Data (at end of period):</b>          |                              |              |                             |              |  |                                       |
| Total assets  | 144,435,015                  | 8,346,095    | 9,362,316                   | 7,950,960    |  |                                       |
| Long-term debt  | 18,871,881                   | 755,826      | 1,757,371                   | 1,356,197    |  |                                       |
| Total liabilities   | 55,410,900                   | 11,156,541   | 13,409,417                  | 10,731,916   |  |                                       |
| Total members' equity/stockholders' equity (deficit)            | (7,259,731)                  | (2,810,446)  | (4,047,101)                 | (2,780,956)  |  |                                       |

(1) Pro forma figures give effect to the transactions, including this offering, described under "Unaudited Pro Forma Consolidated Financial Information." Please see "Unaudited Pro Forma Consolidated Financial Information" for a detailed presentation of the unaudited pro forma information, including a description of the transactions and assumptions underlying the pro forma adjustments.

- (2) Pro forma net income (loss), pro forma net income (loss) per share and pro forma weighted average shares outstanding reflect the estimated number of shares of Class A common stock we expect to have outstanding upon the completion of this offering, taking into account the Reorganization and the Preferred Stock Conversion. The pro forma data does not assume the exchange of any Stronghold LLC Units (and the corresponding cancellation of the outstanding shares of Class V common stock) for Class A common stock and any related adjustments to pro forma net income (loss) or pro forma net income (loss) per share. The pro forma data includes additional pro forma income tax expense of \$0 for each of the fiscal year ended December 31, 2020 and the six months ended June 30, 2021 associated with the income tax effects of the Reorganization described under “—Corporate Reorganization.” Stronghold Inc. is a corporation and is subject to U.S. federal income tax starting on April 1, 2021 (the date of the Reorganization). Our accounting predecessor was not subject to U.S. federal income tax at an entity level prior to the Reorganization date of April 1, 2021. Stronghold Inc. is subject to U.S. federal income tax as an entity for the period of April 1 to June 30, 2021. Stronghold Inc. has determined that the utilization of historic and pro forma net deferred tax assets, during this period, is not more likely than not, and therefore has recorded a valuation allowance against the net deferred tax assets in the unaudited condensed consolidated historical financial information and assumes the same for the pro forma consolidated financial information presented herein. Therefore, the provision for income taxes during these periods after the Reorganization are \$0. The consolidated net income in our historical financial statements, including the period of January 1 to March 31, 2021 (pre-Reorganization), does not reflect the tax expense we would have incurred if we were subject to U.S. federal income tax at an entity level during such periods.
- (3) Adjusted EBITDA is a non-GAAP financial measure. For the definition of Adjusted EBITDA and a reconciliation to our most directly comparable financial measure calculated and presented in accordance with GAAP, please read “—Non-GAAP Financial Measure.”

## **Non-GAAP Financial Measure**

### ***Adjusted EBITDA***

Adjusted EBITDA is a non-GAAP financial measure. We define Adjusted EBITDA as net income (loss) before interest, taxes, depreciation and amortization, further adjusted by the removal of one-time transaction costs, impairment of digital currencies, realized gains and losses on the sale of long-term assets, expenses related to stock-based compensation, gains or losses on derivative contracts, gain on extinguishment of debt, realized gain or loss on sale of digital currencies, or changes in fair value of warrant liabilities in the period presented. Our board of directors and management team use Adjusted EBITDA to assess our financial performance because it allows them to compare our operating performance on a consistent basis across periods by removing the effects of our capital structure (such as varying levels of interest expense and income), asset base (such as depreciation, amortization, impairment, and realized gains and losses on sale of long-term assets) and other items (such as one-time transaction costs, expenses related to stock-based compensation, and unrealized gains and losses on derivative contracts) that impact the comparability of financial results from period to period. We present Adjusted EBITDA because we believe it provides useful information regarding the factors and trends affecting our business in addition to measures calculated under GAAP. Adjusted EBITDA is not a financial measure presented in accordance with GAAP. We believe that the presentation of this non-GAAP financial measure will provide useful information to investors and analysts in assessing our financial performance and results of operations across reporting periods by excluding items we do not believe are indicative of our core operating performance. Net income (loss) is the GAAP measure most directly comparable to Adjusted EBITDA. Our non-GAAP financial measure should not be considered as an alternative to the most directly comparable GAAP financial measure. You are encouraged to evaluate each of these adjustments and the reasons we consider them appropriate for supplemental analysis. In evaluating Adjusted EBITDA, you should be aware that in the future we may incur expenses that are the same as or similar to some of the adjustments in such presentation. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. There can be no assurance that we will not modify the presentation of Adjusted EBITDA in the future, and any such modification may be material. Adjusted EBITDA has important limitations as an analytical tool and you should not consider Adjusted EBITDA in isolation or as a substitute for analysis of our results as reported under GAAP. Because Adjusted EBITDA may be defined differently by other companies in our industry, our definition of this non-GAAP financial measure may not be comparable to similarly titled measures of other companies, thereby diminishing its utility.

The following table presents a reconciliation of Adjusted EBITDA to the GAAP financial measure of net income (loss) for the six months ended June 30, 2021 and 2020 and for the years ended December 31, 2020 and 2019.

|   | Six Months Ended June 30,     |                   | Years Ended December 31, |                     |
|---|-------------------------------|-------------------|--------------------------|---------------------|
|   | 2021                          | 2020              | 2020                     | 2019                |
|   | (in thousands)<br>(unaudited) |                   |                          |                     |
| <b>Net income (loss)</b>                                  | \$ (3,482.0)                  | \$ 358.6          | \$ (145.0)               | \$ (1,851.4)        |
| Interest  | 134.1                         | 74.5              | 202.5                    | 188.8               |
| Income taxes  | —                             | —                 | —                        | —                   |
| Depreciation and amortization                             | 1,305.2                       | 283.5             | 558.6                    | 483.7               |
| One-time transaction costs                                | —                             | —                 | —                        | —                   |
| Impairment of digital currencies                          | 375.2                         | —                 | —                        | —                   |
| Realized gains and losses on the sale of long-term assets | —                             | —                 | —                        | —                   |
| Expenses related to stock-based compensation              | 269.9                         | —                 | —                        | —                   |
| (Gains)/Losses on derivative contracts                    | —                             | (1,207.1)         | (1,207.1)                | —                   |
| Gain on extinguishment of debt                            | (638.8)                       | —                 | —                        | —                   |
| Realized (gain)/loss on sale of digital currencies        | (149.9)                       | —                 | (31.8)                   | 1.5                 |
| Changes in fair value of warrant liabilities              | 191.5                         | —                 | —                        | —                   |
| <b>Adjusted EBITDA</b>                                    | <u>\$ (1,397.6)</u>           | <u>\$ (490.6)</u> | <u>\$ (591.0)</u>        | <u>\$ (1,178.9)</u> |

## Summary Historical Financial Data of Panther Creek

The summary historical financial data as of December 31, 2020 and 2019 and for the fiscal years ended December 31, 2020 and 2019 was derived from the audited historical financial statements of Panther Creek included elsewhere in this prospectus. The summary historical financial data as of June 30, 2021 and 2020 and for the six months ended June 30, 2021 and 2020 was derived from the unaudited historical financial statements of Panther Creek included elsewhere in this prospectus.

The unaudited condensed financial statements have been prepared on the same basis as the audited financial statements and, in the opinion of Panther Creek's management, include all adjustments necessary for a fair presentation of the information set forth therein. The results of interim periods are not necessarily indicative of results that may be expected for the full year or any future periods.

|   | <u>Six Months Ended June 30,</u> |              | <u>Years Ended December 31,</u> |              |
|---|----------------------------------|--------------|---------------------------------|--------------|
|   | 2021                             | 2020         | 2020                            | 2019         |
| (unaudited)                                   |                                  |              |                                 |              |
| <b>Statements of Operations Data:</b>         |                                  |              |                                 |              |
| <b>Operating Revenues</b>                     |                                  |              |                                 |              |
| Electricity                                   | \$ 2,870,572                     | \$ 2,624,153 | \$ 3,941,942                    | \$ 8,969,769 |
| Other Revenue                                 | 293,567                          | 349,734      | 424,474                         | 75,952       |
| Total operating revenues                      | 3,164,139                        | 2,973,887    | 4,366,416                       | 9,045,721    |
| <b>Operating Expenses</b>                     |                                  |              |                                 |              |
| Fuel  | 942,057                          | 1,865,600    | 1,916,161                       | 3,418,740    |
| Operations and maintenance                    | 2,390,085                        | 2,329,110    | 4,512,277                       | 6,923,515    |
| Depreciation                                  | 204,174                          | 210,901      | 417,581                         | 535,091      |
| Total operating expenses                      | 3,536,316                        | 4,405,611    | 6,846,019                       | 10,877,346   |
| Loss from operations                          | (372,177)                        | (1,431,724)  | (2,479,603)                     | (1,831,625)  |
| <b>Other Income (Expense)</b>                 |                                  |              |                                 |              |
| Interest income                               | 8,884                            | —            | —                               | 1,209        |
| Interest expense                              | (5,252)                          | (5,263)      | (26,629)                        | (7,721)      |
| Waste coal credit                             | 257,316                          | —            | 345,005                         | 179,474      |
| Total other income (expense)                  | 260,948                          | (5,263)      | (81,624)                        | 172,962      |
| Loss before income taxes                      | (111,229)                        | (1,436,987)  | (2,561,227)                     | (1,658,663)  |
| Net loss                                      | (111,229)                        | (1,436,987)  | (2,561,227)                     | (1,658,663)  |
| <b>Statement of Cash Flows Data:</b>          |                                  |              |                                 |              |
| Cash flows provided by operating activities   | 52,029                           | 85,610       | 57,825                          | 49,855       |
| Cash flows used in investing activities       | —                                | —            | (823)                           | —            |
| Cash flows used in financing activities       | (37,913)                         | (17,425)     | (40,431)                        | (93,526)     |
| <b>Balance Sheet Data (at end of period):</b> |                                  |              |                                 |              |
| Total assets                                  | 8,582,101                        | 9,031,702    | 8,871,424                       | 10,623,586   |
| Total liabilities                             | 4,099,453                        | 3,313,585    | 4,277,547                       | 3,468,482    |
| Total members' equity                         | 4,482,648                        | 5,718,117    | 4,593,877                       | 7,155,104    |



## RISK FACTORS

Investing in our Class A common stock involves risks. You should carefully consider the information in this prospectus, including the matters addressed under “Cautionary Note Regarding Forward-Looking Statements” and the following risks before making an investment decision. Our business, financial condition and results of operations could be materially adversely affected by any of these risks or uncertainties. The trading price of our Class A common stock could decline due to any of these risks, and you may lose all or part of your investment.

### **Risks Related to Our Business**

***We have a hybrid business model which is highly dependent on the price of Bitcoin. A decline in the price of Bitcoin could result in significant losses.***

We have a hybrid business model. We are an independent power generation company that maintains the flexibility to both sell power to PJM, a regional transmission organization that coordinates the movement of wholesale electricity in all or part of 13 states and the District of Columbia, at higher prices and draw on PJM at lower prices. During 2018 and 2019, we began providing Bitcoin mining services to third parties and also began operating our own Bitcoin mining equipment to generate Bitcoin, which we then exchange for U.S. Dollars. Our current strategy will continue to expose us to the numerous risks and volatility associated within this sector. If the dollar value of Bitcoin decreases, we could incur future losses and these losses could be significant as we incur costs and expenses associated with recent investments and potential future acquisitions, as well as legal and administrative related expenses. We are closely monitoring our cash balances, cash needs and expense levels. Our mining operations are costly and our expenses may increase in the future. This expense increase may not be offset by a corresponding increase in revenue. Our expenses may be greater than we anticipate, and our investments to make our business more efficient may not succeed and may outpace monetization efforts. Increases in our costs without a corresponding increase in our revenue would increase our losses and could seriously harm our business and financial performance.

***If we fail to effectively manage our growth, our business, financial condition and results of operations would be harmed.***

We are a development stage company with a small management team and are subject to the strains of ongoing development and growth, which will place significant demands on our management and our operational and financial infrastructure. Although we may not grow as we expect, if we fail to manage our growth effectively or to develop and expand our managerial, operational and financial resources and systems, our business and financial results would be materially harmed.

We may not be able to manage growth effectively, which could damage our reputation, limit our growth and negatively affect our operating results. Further, we cannot provide any assurance that we will successfully identify all emerging trends and growth opportunities in this business sector and we may lose out on those opportunities. Such circumstances could have a material adverse effect on our business, prospects or operations.

***We have an evolving business model which is subject to various uncertainties.***

We operate a coal refuse power generation facility and crypto asset mining operation in Pennsylvania and are seeking to acquire additional power generation facilities in and around Pennsylvania. As crypto assets and blockchain technologies become more widely available, we expect the services and products associated with them to evolve. Future regulations may require us to change our business in order to comply fully with federal and state laws regulating power generation, crypto asset (including Bitcoin) mining, or provision of Bitcoin and crypto asset mining services to third parties. In order to stay current with the industry, our business model may need to evolve as well. From time to time, we may modify aspects of our business model relating to our strategy. We cannot offer any assurance that these or any other modifications will be successful or will not result in harm to our business.

***We may be unable to raise additional capital needed to grow our business.***

We may operate at a loss as we continue to establish our business model, or if Bitcoin prices decline. In addition, we expect to need to raise additional capital to expand our operations, pursue our growth strategies and to respond to competitive pressures or unanticipated working capital requirements. We may not be able to obtain additional debt or equity financing on favorable terms, if at all, which could impair our growth and adversely affect our existing operations. If we raise additional equity financing, our stockholders may experience significant dilution of their ownership interests, and the per share value of our Class A common stock could decline. Furthermore, if we engage in additional debt financing, the holders of debt likely would have priority over the holders of our Class A common stock on order of payment preference. We may be required to accept terms that restrict our ability to incur additional indebtedness, take other actions including terms that require us to maintain specified liquidity or other ratios that could otherwise not be in the interests of our stockholders.

***Our loss of any of our management team, our inability to execute an effective succession plan, or our inability to attract and retain qualified personnel, could adversely affect our business.***

Our success and future growth will depend to a significant degree on the skills and services of our management team, including Gregory A. Beard, William Spence, Ricardo Larroude and Richard J. Shaffer. We will need to continue to grow our management team in order to alleviate pressure on our existing team and in order to continue to develop our business. If our management team, including any new hires that we may make, fails to work together effectively and to execute our plans and strategies on a timely basis, our business could be harmed. Furthermore, if we fail to execute an effective contingency or succession plan with the loss of any member of management team, the loss of such management personnel may significantly disrupt our business.

The loss of key members of management team could inhibit our growth prospects. Our future success also depends in large part on our ability to attract, retain and motivate key management and operating personnel. As we continue to develop and expand our operations, we may require personnel with different skills and experiences, and who have a sound understanding of our business and the Bitcoin industry. The market for highly qualified personnel in this industry is very competitive and we may be unable to attract such personnel. If we are unable to attract such personnel, our business could be harmed.

***We may be unable to successfully enter into definitive purchase agreements for or close on the additional plants or miners described herein, or any other potential acquisition, on the terms described or at all.***

There is no assurance that we will enter into a definitive purchase agreement for the additional plants or miners described herein, or any other potential acquisition. We could determine through a market analysis, a review of historical and projected financial statements of the company or other due diligence that the target assets do not meet our investment standards. We also may be unable to come to an agreement. Additionally, there is no assurance that we will successfully close an acquisition once a purchase agreement has been signed, or that we will realize the expected benefits from any potential acquisition.

We have entered into a definitive agreement with Olympus for the purchase of the Panther Creek Plant, a coal refuse plant with 80 MW of net electricity generation capacity located near Nesquehoning, and a non-binding letter of intent with Olympus for the purchase of the Third Plant, a coal refuse plant with 112 MW of net electricity generation capacity located in Pennsylvania. The closing of the Panther Creek Acquisition is subject to customary closing conditions and regulatory approvals. There can be no assurances that we will complete the Panther Creek Acquisition. In addition, the acquisition of the Third Plant is subject to due diligence and negotiation of a definitive agreement, and there is no assurance we will enter into a definitive agreement with Olympus relating to such acquisition. Furthermore, should we enter into a definitive agreement with Olympus for the acquisition of the Third Plant, we anticipate that the consummation of any potential transaction will be subject to a number of conditions, and there can be no assurances that such conditions will be satisfied or waived or that the transaction will be completed in a timely manner or at all.

***We are dependent on third-party brokers to source some of our miners, and failure to properly manage these relationships, or the failure of these brokers to perform as expected, could have a material adverse effect on our business, prospects or operations.***

We currently rely on third-party brokers to source some of our miners. We have no assurance that business interruptions will not occur as a result of the failure by these brokers to perform as expected, including the failure to locate acceptable or sufficient miners for our purchase. Many of the competitors in our industry have also been purchasing mining equipment at scale, which has caused a world-wide shortage of mining equipment and extended the corresponding delivery schedules for new miner purchases. We cannot ensure that our brokers will continue to perform services to our satisfaction or on commercially reasonable terms. The recent increased demand for miners has also limited the supply of miners that brokers may source for us. Our brokers may also decline our orders to fulfill those of our competitors, putting us at competitive harm. There are no assurances that any miner manufacturers will be able to keep pace with the surge in demand for mining equipment. If our brokers are not able to provide the agreed services at the level of quality and quantity we require or become unable to handle the volume of miners we seek, we may not be able to replace such broker in a timely manner. Any delays, interruption or increased costs could have a material adverse effect on our business, prospects or operations.

***We cannot predict the outcome of the legal proceedings with respect to our current and past business activities. An adverse determination could have a material adverse effect on our business, financial condition and results of operations.***

We are involved in legal proceedings, claims and litigation arising out of our business operations, including disputes with suppliers of raw materials to our power generation facility, with truckers on whom we rely for the delivery of coal refuse and other raw materials, labor and employment disputes, and other commercial disputes. We cannot predict the ultimate outcome of these matters, nor can we reasonably estimate the costs or liabilities that could potentially result from a negative outcome in each case.

***COVID-19 or any pandemic, epidemic or outbreak of an infectious disease in the United States or elsewhere may adversely affect our business.***

The COVID-19 virus has had unpredictable and unprecedented impacts in the United States and around the world. The World Health Organization has declared the outbreak of COVID-19 as a “pandemic,” or a worldwide spread of a new disease. Many countries around the world have imposed quarantines and restrictions on travel and mass gatherings to slow the spread of the virus. In the United States, federal, state and local governments have enacted restrictions on travel, gatherings, and workplaces, with exceptions made for essential workers and businesses. We are still assessing the effect on our business from COVID-19 and any actions implemented by the federal, state and local governments. We may experience disruptions to our business operations resulting from quarantines, self-isolations, or other movement and restrictions on the ability of our employees to perform their jobs. If we are unable to effectively service our miners, our ability to mine Bitcoin will be adversely affected as miners go offline, which would have an adverse effect on our business and the results of our operations.

China has also limited the shipment of products in and out of its borders, which could negatively impact our ability to receive mining equipment from China-based suppliers. Third-party manufacturers, suppliers, sub-contractors and customers have been and will continue to be disrupted by worker absenteeism, quarantines, restrictions on employees’ ability to work, office and factory closures, disruptions to ports and other shipping infrastructure, border closures, or other travel or health-related restrictions. Depending on the magnitude of such effects on our supply chain, shipments of parts for our existing miners, as well as any new miners we purchase, may be delayed. As our miners require repair or become obsolete and require replacement, our ability to obtain adequate replacements or repair parts from their manufacturer may therefore be hampered. Supply chain disruptions could therefore negatively impact our operations. If not resolved quickly, the impact of the COVID-19 global pandemic could have a material adverse effect on our business.

## Regulatory Related Risks

***If we were deemed to be an investment company under the Investment Company Act, applicable restrictions could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business, financial condition and results of operations.***

Under Sections 3(a)(1)(A) and (C) of the Investment Company Act, a company generally will be deemed to be an “investment company” for purposes of the Investment Company Act if (i) it is, or holds itself out as being, engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities or (ii) it engages, or proposes to engage, in the business of investing, reinvesting, owning, holding or trading in securities and it owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis. We do not believe that we are an “investment company,” as such term is defined in either of those sections of the Investment Company Act.

As the sole managing member of Stronghold LLC, we will control and operate Stronghold LLC. On that basis, we believe that our interest in Stronghold LLC is not an “investment security” as that term is used in the Investment Company Act. However, if we were to cease participation in the management of Stronghold LLC, our interest in Stronghold LLC could be deemed an “investment security” for purposes of the Investment Company Act. We and Stronghold LLC intend to conduct our operations so that we will not be deemed an investment company.

Additionally, we believe that we are not engaged in the business of investing, reinvesting, or trading in securities, and we do not hold ourselves out as being engaged in those activities. As a result of our investments and our crypto asset mining activities, it is possible that the investment securities we hold in the future could exceed 40% of our total assets, exclusive of cash items and, accordingly, we could determine that we have become an inadvertent investment company. To date the U.S. Securities and Exchange Commission (the “SEC”) staff have treated Bitcoin as a commodity, but it is possible that the SEC may deem Bitcoins and other crypto assets an investment security in the future, although we do not believe any of the Bitcoin we own, acquire or mine are securities. An inadvertent investment company can avoid being classified as an investment company if it can rely on one of the exclusions under the Investment Company Act. One such exclusion, Rule 3a-2 under the Investment Company Act, allows an inadvertent investment company a grace period of one year from the earlier of (a) the date on which an issuer owns securities and/or cash having a value exceeding 50% of the issuer’s total assets on either a consolidated or unconsolidated basis and (b) the date on which an issuer owns or proposes to acquire investment securities having a value exceeding 40% of the value of such issuer’s total assets (exclusive of government securities and cash items) on an unconsolidated basis. As of December 31, 2020, we do not believe we are an inadvertent investment company. If we do become an inadvertent investment company in the future, we may take actions to cause the investment securities held by us to be less than 40% of our total assets, which may include acquiring assets with our cash and Bitcoin on hand or liquidating our investment securities or Bitcoin or seeking a no-action letter from the SEC if we are unable to acquire sufficient assets or liquidate sufficient investment securities in a timely manner. Liquidating our investment securities or Bitcoin could result in losses.

As the Rule 3a-2 exception is available to a company no more than once every three years, and assuming no other exclusion were available to us, we would have to keep within the 40% limit for at least three years after we cease being an inadvertent investment company. This may limit our ability to make certain investments or enter into joint ventures that could otherwise have a positive impact on our earnings. In any event, we do not intend to become an investment company engaged in the business of investing and trading securities.

Classification as an investment company under the Investment Company Act requires registration with the SEC. If an investment company fails to register, it would have to stop doing almost all business, and its contracts would become voidable. Registration is time consuming and restrictive and would require a restructuring of our operations, and we would be very constrained in the kind of business we could do as a registered investment company. Further, we would become subject to substantial regulation concerning management, operations, transactions with affiliated persons and portfolio composition, and would need to file reports under the Investment Company Act regime. The cost of such compliance would result in the Company incurring substantial additional expenses, and the failure to register if required would have a materially adverse impact to conduct our operations. Furthermore, our classification as an investment company could adversely affect our ability to engage in future combinations, acquisitions or other transactions on a tax-free basis.

***We are subject to a highly-evolving regulatory landscape and any adverse changes to, or our failure to comply with, any laws and regulations could adversely affect our business, prospects or operations.***

Our business is subject to extensive laws, rules, regulations, policies and legal and regulatory guidance, including those governing securities, commodities, crypto asset custody, exchange and transfer, data governance, data protection, cybersecurity and tax. Many of these legal and regulatory regimes were adopted prior to the advent of the Internet, mobile technologies, crypto assets and related technologies. As a result, they do not contemplate or address unique issues associated with the cryptoeconomy, are subject to significant uncertainty, and vary widely across U.S. federal, state and local and international jurisdictions. These legal and regulatory regimes, including the laws, rules and regulations thereunder, evolve frequently and may be modified, interpreted and applied in an inconsistent manner from one jurisdiction to another, and may conflict with one another. Moreover, the complexity and evolving nature of our business and the significant uncertainty surrounding the regulation of the cryptoeconomy requires us to exercise our judgement as to whether certain laws, rules and regulations apply to us, and it is possible that governmental bodies and regulators may disagree with our conclusions. To the extent we have not complied with such laws, rules and regulations, we could be subject to significant fines and other regulatory consequences, which could adversely affect our business, prospects or operations. As Bitcoin has grown in popularity and in market size, the Federal Reserve Board, U.S. Congress and certain U.S. agencies (e.g., the Commodity Futures Trading Commission, the SEC, the Financial Crimes Enforcement Network (“FinCEN”) and the Federal Bureau of Investigation) have begun to examine the operations of the Bitcoin network, Bitcoin users and the Bitcoin exchange market.

Ongoing and future regulatory actions may impact our ability to continue to operate, and such actions could affect our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations.

***The cryptoeconomy is novel and has little to no access to policymakers or lobbying organizations, which may harm our ability to effectively react to proposed legislation and regulation of crypto assets or crypto asset platforms adverse to our business.***

As crypto assets have grown in both popularity and market size, various U.S. federal, state, and local and foreign governmental organizations, consumer agencies and public advocacy groups have been examining the operations of crypto networks, users and platforms, with a focus on how crypto assets can be used to launder the proceeds of illegal activities, fund criminal or terrorist enterprises, and the safety and soundness of platforms and other service providers that hold crypto assets for users. Many of these entities have called for heightened regulatory oversight, and have issued consumer advisories describing the risks posed by crypto assets to users and investors. For instance, in July 2019, then-U.S. Treasury Secretary Steven Mnuchin stated that he had “very serious concerns” about crypto assets. In recent months, members of Congress have made inquiries into the regulation of crypto assets, and Gary Gensler, Chair of the SEC, has made public statements regarding increased regulatory oversight of crypto assets. Outside the United States, several jurisdictions have banned so-called initial coin offerings, such as China and South Korea, while Canada, Singapore, Hong Kong, have opined that token offerings may constitute securities offerings subject to local securities regulations. In July 2019, the United Kingdom’s Financial Conduct Authority proposed rules to address harm to retail customers arising from the sale of derivatives and exchange-traded notes that reference certain types of crypto assets, contending that they are “ill-suited” to retail investors due to extreme volatility, valuation challenges and association with financial crimes.

The cryptoeconomy is novel and has little to no access to policymakers and lobbying organizations in many jurisdictions. Competitors from other, more established industries, including traditional financial services, may have greater access to lobbyists or governmental officials, and regulators that are concerned about the potential for crypto assets for illicit usage may effect statutory and regulatory changes with minimal or discounted inputs from the cryptoeconomy. As a result, new laws and regulations may be proposed and adopted in the United States and internationally, or existing laws and regulations may be interpreted in new ways, that harm the cryptoeconomy or crypto asset platforms, which could adversely impact our business.

***Bitcoin’s status as a “security,” a “commodity” or a “financial instrument” in any relevant jurisdiction is subject to a high degree of uncertainty and if we are unable to properly characterize a crypto asset, we may be subject to regulatory scrutiny, investigations, fines, and other penalties, which may adversely affect our business, operating results, and financial condition.***

The SEC and its staff have taken the position that certain crypto assets fall within the definition of a “security” under the U.S. federal securities laws. To date, the SEC staff have treated Bitcoin as a commodity. The legal test for determining whether any given crypto asset is a security is a highly complex, fact-driven analysis that evolves over time, and the outcome is difficult to predict. The SEC generally does not provide advance guidance or confirmation on the status of any particular crypto asset as a security. Furthermore, the SEC’s views in this area have evolved over time and it is difficult to predict the direction or timing of any continuing evolution. It is also possible that a change in the governing administration or the appointment of new SEC commissioners could substantially impact the views of the SEC and its staff. Public statements by senior officials at the SEC indicate that the SEC does not intend to take the position that Bitcoin or Ether are securities (in their current form). Bitcoin and Ether are the only crypto assets as to which senior officials at the SEC have publicly expressed such a view. Moreover, such statements are not official policy statements by the SEC and reflect only the speakers’ views, which are not binding on the SEC or any other agency or court and cannot be generalized to any other crypto asset. With respect to all other crypto assets, there is currently no certainty under the applicable legal test that such assets are not securities, notwithstanding the conclusions we may draw based on our risk-based assessment regarding the likelihood that a particular crypto asset could be deemed a “security” under applicable laws. Similarly, though the SEC’s Strategic Hub for Innovation and Financial Technology published a framework for analyzing whether any given crypto asset is a security in April 2019, this framework is also not a rule, regulation or statement of the SEC and is not binding on the SEC.

Several foreign jurisdictions have taken a broad-based approach to classifying crypto assets as “securities,” while other foreign jurisdictions, such as Switzerland, Malta, and Singapore, have adopted a narrower approach. As a result, certain crypto assets may be deemed to be a “security” under the laws of some jurisdictions but not others. Various foreign jurisdictions may, in the future, adopt additional laws, regulations, or directives that affect the characterization of crypto assets as “securities.” If Bitcoin or any other supported crypto asset is deemed to be a security under any U.S. federal, state, or foreign jurisdiction, or in a proceeding in a court of law or otherwise, it may have adverse consequences for such supported crypto asset. For instance, all transactions in such supported crypto asset would have to be registered with the SEC or other foreign authority, or conducted in accordance with an exemption from registration, which could severely limit its liquidity, usability and transactability. Moreover, the networks on which such supported crypto assets are utilized may be required to be regulated as securities intermediaries, and subject to applicable rules, which could effectively render the network impracticable for its existing purposes. Further, it could draw negative publicity and a decline in the general acceptance of the crypto asset. Also, it may make it difficult for such supported crypto asset to be traded, cleared, and custodied as compared to other crypto assets that are not considered to be securities.

***Our business is subject to substantial energy regulation and may be adversely affected by legislative or regulatory changes, as well as liability under, or any future inability to comply with, existing or future energy regulations or requirements. We are required to obtain, and to comply with, government permits and approvals.***

Our business is subject to extensive U.S. federal, state and local laws. Compliance with, or changes to, the requirements under these legal and regulatory regimes may cause us to incur significant additional costs or adversely impact our ability to compete on favorable terms with competitors. Failure to comply with such requirements could result in the shutdown of a non-complying facility, the imposition of liens, fines, and/or civil or criminal liability and/or costly litigations before the agencies and/or in state or federal court.

The regulatory environment has undergone significant changes in the last several years due to state and federal policies affecting wholesale competition and the creation of incentives for the addition of large amounts of new renewable generation and, in some cases, transmission. These changes are ongoing, and we cannot predict the future design of the wholesale power markets or the ultimate effect that the changing regulatory environment will have on our business. In addition, in some of these markets, interested parties have proposed material market design changes, including the elimination of a single clearing price mechanism, as well as proposals to reinstate the vertically-integrated monopoly model of utility ownership or to require divestiture by generating companies to reduce their market share. If competitive restructuring of the electric power markets is reversed, discontinued, delayed or

materially altered, our business prospects and financial results could be negatively impacted. In addition, since 2010, there have been a number of reforms to the regulation of the derivatives markets, both in the United States and internationally. These regulations, and any further changes thereto, or adoption of additional regulations, including any regulations relating to position limits on futures and other derivatives or margin for derivatives, could negatively impact our ability to hedge its portfolio in an efficient, cost-effective manner by, among other things, potentially decreasing liquidity in the forward commodity and derivatives markets or limiting our ability to utilize non-cash collateral for derivatives transactions.

***We are subject to environmental laws and regulations that could increase our costs of doing business and adversely impact our business, financial condition and results of operations.***

Our operations are subject to stringent federal, state and local laws and regulations governing air and water quality, hazardous and solid waste disposal and other environmental matters. See “Business – Environmental Matters” for more discussion on these matters. One or more of these developments could adversely impact our operations, increase our environmental compliance costs and potentially reduce the extent of our business, any of which could have a material adverse effect on our business, results of operations and financial condition.

***Our operations are subject to a number of risks arising out of the threat of climate change, which could result in increased operating and capital costs for us and reduce the extent of our business.***

The threat of climate change continues to attract considerable attention in the United States and foreign countries and, as a result, our operations are subject to regulatory, political, litigation and financial risks associated with the use of fossil fuels, including coal refuse, and emission of greenhouse gases (“GHGs”). See “Business – Environmental Matters” for more discussion on the risks associated with attention to the threat of climate change and restriction of GHG emissions. New or amended legislation, executive actions, regulations or other regulatory initiatives that impose more stringent standards on us with respect to our GHG emissions could result in increased compliance costs or costs of consuming fossil fuels, including coal refuse. Additionally, political, financial and litigation risks may result in us restricting, delaying or canceling the extent of our business activities, incurring liability for infrastructure damages as a result of climatic changes, or impairing the ability to continue to operate in an economic manner. Fuel conservation measures, alternative fuel requirements and increasing consumer demand for alternative energy sources (such as wind, solar, geothermal and tidal) could also reduce demand for coal refuse power generation facility activities. The occurrence of one or more of these developments could have a material adverse effect on our business, financial condition and results of operations.

***Our cost of compliance with existing and new environmental laws could have a material adverse effect on us.***

We are subject to extensive environmental regulation by governmental authorities, including the United States Environmental Protection Agency, or EPA, and state environmental agencies and/or attorneys general. We may incur significant additional costs beyond those currently contemplated to comply with these regulatory requirements. If we fail to comply with these regulatory requirements, we could be forced to reduce or discontinue operations or become subject to administrative, civil or criminal liabilities and fines. Existing environmental regulations could be revised or reinterpreted, new laws and regulations could be adopted or become applicable to us or our facilities, and future changes in environmental laws and regulations could occur, including potential regulatory and enforcement developments related to air emissions, all of which could result in significant additional costs beyond those currently contemplated to comply with existing requirements. Any of the foregoing could have a material adverse effect on us.

The EPA has recently finalized or proposed several regulatory actions establishing new requirements for control of certain emissions from sources, including electricity generation facilities. In the future, the EPA may also propose and finalize additional regulatory actions that may adversely affect our existing generation facility or our ability to cost-effectively develop new generation facilities. There is no assurance that the currently installed emissions control equipment at our generation facility will satisfy the requirements under any future EPA or state environmental regulations. Future federal and/or state regulatory actions could require us to install significant additional control equipment, resulting in potentially material costs of compliance for our generation units, including capital expenditures, higher operating and fuel costs and potential production curtailments. These costs could have a material adverse effect on us.

We may not be able to obtain or maintain all required environmental regulatory approvals. If there is a delay in obtaining any required environmental regulatory approvals, if we fail to obtain, maintain or comply with any such approval or if an approval is retroactively disallowed or adversely modified, the operation of our generation facility could be stopped, disrupted, curtailed or modified or become subject to additional costs. Any such stoppage, disruption, curtailment, modification or additional costs could have a material adverse effect on us.

In addition, we may be responsible for any on-site liabilities associated with the environmental condition of facilities that we have acquired, leased, developed or sold, regardless of when the liabilities arose and whether they are now known or unknown. In connection with certain acquisitions and sales of assets, we may obtain, or be required to provide, indemnification against certain environmental liabilities. Another party could, depending on the circumstances, assert an environmental claim against us or fail to meet its indemnification obligations to us.

***We could be materially and adversely affected if current regulations are implemented or if new federal or state legislation or regulations are adopted to address global climate change, or if we are subject to lawsuits for alleged damage to persons or property resulting from greenhouse gas emissions.***

There is attention and interest nationally and internationally about global climate change and how GHG emissions, such as CO<sub>2</sub>, contribute to global climate change. Over the last several years, the U.S. Congress and state and federal authorities have considered and debated several proposals intended to address climate change using different approaches, including a cap on carbon emissions with emitters allowed to trade unused emission allowances (cap-and-trade), a tax on carbon or GHG emissions, incentives for the development of low-carbon technology and federal renewable portfolio standards. A number of federal court cases have been filed in recent years asserting damage claims related to GHG emissions, and the results in those proceedings could establish adverse precedent that might apply to companies (including us) that produce GHG emissions. We could be materially and adversely affected if new federal and/or state legislation or regulations are adopted to address global climate change or if we are subject to lawsuits for alleged damage to persons or property resulting from GHG emissions.

***The availability and cost of emission allowances could adversely impact our costs of operations.***

We are required to maintain, through either allocations or purchases, sufficient emission allowances for SO<sub>2</sub>, CO<sub>2</sub> and NO<sub>x</sub> to support our operations in the ordinary course of operating our power generation facilities. These allowances are used to meet the obligations imposed on us by various applicable environmental laws. If our operational needs require more than our allocated allowances, we may be forced to purchase such allowances on the open market, which could be costly. If we are unable to maintain sufficient emission allowances to match our operational needs, we may have to curtail our operations so as not to exceed our available emission allowances or install costly new emission controls. As we use the emission allowances that we have purchased on the open market, costs associated with such purchases will be recognized as operating expense. If such allowances are available for purchase, but only at significantly higher prices, the purchase of such allowances could materially increase our costs of operations in the affected markets.

***Our future results may be impacted by changing customer expectations and demands including heightened emphasis on environmental, social and governance concerns.***

Our business outcomes are influenced by the expectations of our customers and stakeholders. Those expectations are based on the core fundamentals of reliability and affordability but are also increasingly focused on our ability to meet rapidly changing demands for new and varied products, services and offerings. Additionally, the risks of global climate change continues to shape our customers' sustainability goals and energy needs. Failure to meet those expectations or to adequately address the risks and external pressures from regulators, investors and other stakeholders may impact favorable outcomes in future rate cases and our results of operations.



## Crypto Asset Mining Related Risks

***The open-source structure of the certain crypto asset network protocol, including Bitcoin, means that the contributors to the protocol are generally not directly compensated for their contributions in maintaining and developing the protocol. A failure to properly monitor and upgrade the protocol could damage that network and an investment in us.***

The Bitcoin network, for example, operates based on an open-source protocol maintained by contributors, largely on the Bitcoin Core project on GitHub. As an open source project, Bitcoin is not represented by an official organization or authority. As the Bitcoin network protocol is not sold and its use does not generate revenues for contributors, contributors are generally not compensated for maintaining and updating the Bitcoin network protocol. Although the MIT Media Lab's Digital Currency Initiative funds the current maintainer Wladimir J. van der Laan, among others, this type of financial incentive is not typical. The lack of guaranteed financial incentive for contributors to maintain or develop the Bitcoin network and the lack of guaranteed resources to adequately address emerging issues with the Bitcoin network may reduce incentives to address the issues adequately or in a timely manner. Changes to a crypto asset network which we are mining on may adversely affect an investment in us.

***The further development and acceptance of crypto asset networks and other crypto assets, which represent a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of crypto asset systems may adversely affect an investment in us.***

Crypto assets built on blockchain technology were only introduced in 2008 and remain in the early stages of development. The use of crypto assets to, among other things, buy and sell goods and services and complete transactions, is part of a new and rapidly evolving industry that employs crypto assets, including Bitcoin, based upon a computer-generated mathematical and/or cryptographic protocol. The further growth and development of any crypto assets and their underlying networks and other cryptographic and algorithmic protocols governing the creation, transfer and usage of crypto assets represent a new and evolving paradigm that is subject to a variety of factors that are difficult to evaluate, including:

- continued worldwide growth in the adoption and use of crypto assets as a medium to exchange;
- governmental and quasi-governmental regulation of Bitcoin and its use, or restrictions on or regulation of access to and operation of the Bitcoin network or similar crypto asset systems;
- changes in consumer demographics and public tastes and preferences;
- the maintenance and development of the open-source software protocol of the network, including software updates and changes to network protocols that could introduce bugs or security risks;
- the increased consolidation of contributors to the Bitcoin blockchain through mining pools;
- the availability and popularity of other forms or methods of buying and selling goods and services, including new means of using fiat currencies;
- the use of the networks supporting crypto assets for developing smart contracts and distributed applications;
- general economic conditions and the regulatory environment relating to crypto assets; and
- negative consumer sentiment and perception of Bitcoin specifically and crypto assets generally.

The outcome of these factors could have negative effects on our ability to continue as a going concern or to pursue our business strategy at all, which could have a material adverse effect on our business, prospects or operations as well as potentially negative effect on the value of any Bitcoin we mine or otherwise acquire or hold for our own account, which would harm investors in our securities.

***Our reliance on a third-party mining pool service provider for our mining revenue payouts may have a negative impact on our operations such as a result of cyber-attacks against the mining pool operator and/or our limited recourse against the mining pool operator with respect to rewards paid to us.***

We receive crypto asset mining rewards from our mining activity through a third-party mining pool operator. Mining pools allow miners to combine their processing power, increasing their chances of solving a block and getting paid by the network. The rewards are distributed by the pool operator, proportionally to our contribution to the pool's overall mining power, used to generate each block. Should the pool operator's system suffer downtime due to a cyber-attack, software malfunction or other similar issues, it will negatively impact our ability to mine and receive revenue. Furthermore, we are dependent on the accuracy of the mining pool operator's record keeping to accurately record the total processing power provided to the pool for a given Bitcoin mining application in order to assess the proportion of that total processing power we provided.

While we have internal methods of tracking both our power provided and the total used by the pool, the mining pool operator uses its own recordkeeping to determine our proportion of a given reward. We have little means of recourse against the mining pool operator if we determine the proportion of the reward paid out to us by the mining pool operator is incorrect, other than leaving the pool. If we are unable to consistently obtain accurate proportionate rewards from our mining pool operators, we may experience reduced reward for our efforts, which would have an adverse effect on our business and operations.

***Banks and financial institutions vary in the services they provide to businesses that engage in Bitcoin-related activities or that accept Bitcoin as payment.***

Although a number of significant U.S. banks and investment institutions, such as Goldman Sachs, Citi Group, J. P. Morgan and BlackRock, allow customers to carry and invest in Bitcoin and other crypto assets, the acceptance and use by banks of crypto assets, including Bitcoin, varies. Additionally, a number of companies and individuals or businesses associated with crypto assets may have had and may continue to have their existing banking services discontinued with financial institutions in response to government action, particularly in China, where regulatory response to crypto assets has been to exclude their use for ordinary consumer transactions. However, in 2020, the Office of the Comptroller of the Currency of the U.S. Treasury Department announced that national banks and federal savings associations may provide crypto asset custody services for customers. While we expect Bitcoin to continue to gain greater acceptance by banks and investment institutions, we cannot accurately predict the level and scope of services that these institutions will offer to businesses engaging in Bitcoin or other crypto asset related activities.

The usefulness of Bitcoin, the only crypto asset we currently mine, as a payment system and the public perception of Bitcoin could be damaged if banks or financial institutions were to close the accounts of businesses engaging in Bitcoin and/or other crypto asset-related activities. This could occur as a result of compliance risk, cost, government regulation or public pressure. The risk applies to securities firms, clearance and settlement firms, national stock and derivatives on commodities exchanges, the over-the-counter market, and the Depository Trust Company, which, if any of such entities adopts or implements similar policies, rules or regulations, could negatively affect our relationships with financial institutions and impede our ability to convert Bitcoin to fiat currencies. Such factors could have a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and harm investors.

***We may face risks of Internet disruptions, which could have an adverse effect on the price of Bitcoin.***

A disruption of the Internet may affect the use of Bitcoin and other crypto assets and subsequently the value of our Class A common stock. Generally, Bitcoin and our business of mining Bitcoin is dependent upon the Internet. A significant disruption in Internet connectivity could disrupt a currency's network operations until the disruption is resolved and have an adverse effect on the price of Bitcoin and our ability to mine Bitcoin.

***The impact of geopolitical and economic events on the supply and demand for crypto assets, including Bitcoin, is uncertain.***

Geopolitical crises may motivate large-scale purchases of Bitcoin and other crypto assets, which could increase the price of Bitcoin and other crypto assets rapidly. This may increase the likelihood of a subsequent price decrease as crisis-driven purchasing behavior dissipates, adversely affecting the value of our inventory following such downward adjustment. Such risks are similar to the risks of purchasing commodities in general uncertain times, such as the risk of purchasing, holding or selling gold. Alternatively, as an emerging asset class with limited acceptance as a payment system or commodity, global crises and general economic downturn may discourage investment in Bitcoin as investors focus their investment on less volatile asset classes as a means of hedging their investment risk.

As an alternative to fiat currencies that are backed by central governments, Bitcoin, which is relatively new, is subject to supply and demand forces. How such supply and demand will be impacted by geopolitical events is largely uncertain but could be harmful to us and investors in our Class A common stock. Political or economic crises may motivate large-scale acquisitions or sales of Bitcoin either globally or locally. Such events could have a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any Bitcoin we mine or otherwise acquire or hold for our own account.

***Governmental actions may have a materially adverse effect on the crypto asset mining industry as a whole, which would have an adverse effect on our business and results of operations.***

China is the world's largest producer of Bitcoin and the large majority of the world's crypto asset mining power (some observers estimate that China produces as high as 80% of the world's crypto asset mining power). China has already made transacting in crypto assets illegal for Chinese citizens in mainland China, and additional restrictions may follow. In May 2021, the Chinese government called for a crackdown on bitcoin mining and trading. Following this, the majority of bitcoin miners in China were taken offline. We cannot quantify the effects of this regulatory action on our industry as a whole. If further regulation follows, it is possible that our industry may not be able to cope with the sudden and extreme loss of mining power.

Additionally, on May 3, 2021, a bill was presented to the New York Senate's Environmental Conservation Committee that, if passed, would establish a three-year moratorium on the operation of cryptocurrency mining centers pending an environmental impact study on the greenhouse gas emissions caused by the Bitcoin mining industry in the State of New York. Because we are unable to influence or predict future regulatory actions taken by governments in China, the United States or elsewhere, we may have little opportunity or ability to respond to rapidly evolving regulatory positions which may have a materially adverse effect on our industry and, therefore, our business and results of operations. If further extreme regulatory action is taken by various governmental entities, our business may suffer and investors in our securities may lose part or all of their investment.

***We may not be able to compete with other companies, some of whom have greater resources and experience.***

We may not be able to compete successfully against present or future competitors. We do not have the resources to compete with larger providers of similar services at this time. The crypto asset industry has attracted various high-profile and well-established operators, some of which have substantially greater liquidity and financial resources than we do. With the limited resources we have available, we may experience great difficulties in expanding and improving our network of computers to remain competitive. Competition from existing and future competitors, particularly those that have access to competitively priced energy, could result in our inability to secure acquisitions and partnerships that we may need to expand our business in the future. This competition from other entities with greater resources, experience and reputations may result in our failure to maintain or expand our business, as we may never be able to successfully execute our business plan. If we are unable to expand and remain competitive, our business could be negatively affected which would have an adverse effect on the trading price of our Class A common stock, which would harm investors in our Company.

***The properties included in our mining network may experience damages, including damages that are not covered by insurance.***

Our current mining operation in Venango County in Western Pennsylvania is, and any future mining operations we establish will be, subject to a variety of risks relating to physical condition and operation, including:

- the presence of construction or repair defects or other structural or building damage;
- any noncompliance with or liabilities under applicable environmental, health or safety regulations or requirements or building permit requirements;
- any damage resulting from natural disasters, such as hurricanes, earthquakes, fires, floods and windstorms; and
- claims by employees and others for injuries sustained at our properties.

For example, our mining operations could be rendered inoperable, temporarily or permanently, as a result of a fire or other natural disaster or by a terrorist or other attack on the facilities where miners are located. The security and other measures we take to protect against these risks may not be sufficient. Our property insurance covers both plant and mining equipment, and includes business interruption for both power plant and mining operations, subject to certain deductibles. Therefore, our insurance may not be adequate to cover the losses we suffer as a result of any of these events. In the event of an uninsured loss, including a loss in excess of insured limits, at any of the mines in our network, such mines may not be adequately repaired in a timely manner or at all and we may lose some or all of the future revenues anticipated to be derived from such mines. The potential impact on our business is currently magnified because we are only operating from a single location.

***Acceptance and/or widespread use of Bitcoin and other crypto assets is uncertain.***

Currently, there is a relatively limited use of any crypto assets, with Bitcoin being the most utilized, in the retail and commercial marketplace, thus contributing to price volatility that could adversely affect an investment in our Class A common stock. Banks and other established financial institutions may refuse to process funds for Bitcoin transactions, process wire transfers to or from Bitcoin exchanges, Bitcoin-related companies or service providers, or maintain accounts for persons or entities transacting in Bitcoin. Conversely, a significant portion of Bitcoin demand is generated by investors seeking a long-term store of value or speculators seeking to profit from the short- or long-term holding of the asset. Price volatility undermines Bitcoin's role as a medium of exchange, as retailers are much less likely to accept it as a form of payment. Market capitalization for Bitcoin as a medium of exchange and payment method may always be low.

The relative lack of acceptance of Bitcoin in the retail and commercial marketplace, or a reduction of such use, limits the ability of end users to use them to pay for goods and services. Such lack of acceptance or decline in acceptances could have a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of Bitcoin we mine or otherwise acquire or hold for our own account.

***The characteristics of crypto assets have been, and may in the future continue to be, exploited to facilitate illegal activity such as fraud, money laundering, tax evasion and ransomware scams; if any of our customers do so or are alleged to have done so, it could adversely affect us.***

Digital currencies and the digital currency industry are relatively new and, in many cases, lightly regulated or largely unregulated. Some types of digital currency have characteristics, such as the speed with which digital currency transactions can be conducted, the ability to conduct transactions without the involvement of regulated intermediaries, the ability to engage in transactions across multiple jurisdictions, the irreversible nature of certain digital currency transactions and encryption technology that anonymizes these transactions, that make digital currency particularly susceptible to use in illegal activity such as fraud, money laundering, tax evasion and ransomware scams. Two prominent examples of marketplaces that accepted digital currency payments for illegal activities include Silk Road, an online marketplace on the dark web that, among other things, facilitated the sale of illegal drugs and forged legal documents using digital currencies and AlphaBay, another darknet market that utilized

digital currencies to hide the locations of its servers and identities of its users. Both of these marketplaces were investigated and closed by U.S. law enforcement authorities. U.S. regulators, including the SEC, Commodity Futures Trading Commission, and Federal Trade Commission, as well as non-U.S. regulators, have taken legal action against persons alleged to be engaged in Ponzi schemes and other fraudulent schemes involving digital currencies. In addition, the Federal Bureau of Investigation has noted the increasing use of digital currency in various ransomware scams.

While we believe that our risk management and compliance framework, which includes thorough reviews we conduct as part of our due diligence process (either in connection with onboarding new customers or monitoring existing customers), is reasonably designed to detect any such illicit activities conducted by our potential or existing customers (or, in the case of digital currency exchanges, their customers), we cannot ensure that we will be able to detect any such illegal activity in all instances. Because the speed, irreversibility and anonymity of certain digital currency transactions make them more difficult to track, fraudulent transactions may be more likely to occur. We or our potential banking counterparties may be specifically targeted by individuals seeking to conduct fraudulent transfers, and it may be difficult or impossible for us to detect and avoid such transactions in certain circumstances. If one of our customers (or in the case of digital currency exchanges, their customers) were to engage in or be accused of engaging in illegal activities using digital currency, we could be subject to various fines and sanctions, including limitations on our activities, which could also cause reputational damage and adversely affect our business, financial condition and results of operations.

***The decentralized nature of crypto asset systems may lead to slow or inadequate responses to crises, which may negatively affect our business.***

The decentralized nature of the governance of crypto asset systems may lead to ineffective decision making that slows development or prevents a network from overcoming emergent obstacles. Governance of many crypto asset systems is by voluntary consensus and open competition with no clear leadership structure or authority. To the extent lack of clarity in corporate governance of the Bitcoin system leads to ineffective decision making that slows development and growth of Bitcoin, the value of our securities may be adversely affected.

***It may be illegal now, or in the future, to acquire, own, hold, sell or use Bitcoin or other crypto assets, participate in blockchains or utilize similar crypto assets in one or more countries, the ruling of which would adversely affect us.***

Although currently crypto assets generally are not regulated or are lightly regulated in most countries, one or more countries such as China and Russia, which have taken harsh regulatory action in the past, may take regulatory actions in the future that could severely restrict the right to acquire, own, hold, sell or use these crypto assets or to exchange for fiat currency. In many nations, particularly in China and Russia, it is illegal to accept payment in Bitcoin and other crypto assets for consumer transactions and banking institutions are barred from accepting deposits of Bitcoin. Such restrictions may adversely affect us as the large-scale use of Bitcoin as a means of exchange is presently confined to certain regions globally. Such circumstances could have a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any Bitcoin we mine or otherwise acquire or hold for our own account, and harm investors.

***There is a lack of liquid markets, and possible manipulation of blockchain/crypto assets.***

Cryptocurrencies that are represented and trade on a ledger-based platform may not necessarily benefit from viable trading markets. Stock exchanges have listing requirements and vet issuers; requiring them to be subjected to rigorous listing standards and rules, and monitor investors transacting on such platform for fraud and other improprieties. These conditions may not necessarily be replicated on a distributed ledger platform, depending on the platform's controls and other policies. The laxer a distributed ledger platform is about vetting issuers of crypto asset assets or users that transact on the platform, the higher the potential risk for fraud or the manipulation of the ledger due to a control event. These factors may decrease liquidity or volume or may otherwise increase volatility of investment securities or other assets trading on a ledger-based system, which may adversely affect us. Such circumstances could have a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any Bitcoin we mine or otherwise acquire or hold for our own account, and harm investors.

***Crypto assets may have concentrated ownership and large sales or distributions by holders of such crypto assets could have an adverse effect on the market price of such crypto asset.***

As of December 31, 2020, the largest 100 Bitcoin wallets held approximately 14% of the Bitcoins in circulation. Moreover, it is possible that other persons or entities control multiple wallets that collectively hold a significant number of Bitcoins, even if they individually only hold a small amount, and it is possible that some of these wallets are controlled by the same person or entity. Similar or more concentrated levels of concentrated ownership may exist for other crypto assets as well. As a result of this concentration of ownership, large sales or distributions by such holders could have an adverse effect on the market price of Bitcoin and other crypto assets.

***Our operations, investment strategies and profitability may be adversely affected by competition from other methods of investing in Bitcoin.***

We compete with other users and/or companies that are mining Bitcoin and other potential financial vehicles, including securities backed by or linked to Bitcoin through entities similar to us. Market and financial conditions, and other conditions beyond our control, may make it more attractive to invest in other financial vehicles, or to invest in Bitcoin directly, which could limit the market for our shares and reduce their liquidity. The emergence of other financial vehicles and exchange-traded funds have been scrutinized by regulators and such scrutiny and the negative impressions or conclusions resulting from such scrutiny could be applicable to us and impact our ability to successfully pursue our strategy or operate at all, or to establish or maintain a public market for our securities. Such circumstances could have a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any Bitcoin we mine or otherwise acquire or hold for our own account, and harm investors.

***The development and acceptance of competing blockchain platforms or technologies may cause consumers to use alternative distributed ledgers or other alternatives.***

The development and acceptance of competing blockchain platforms or technologies may cause consumers to use alternative distributed ledgers or an alternative to distributed ledgers altogether. Our business utilizes presently existent digital ledgers and blockchains and we could face difficulty adapting to emergent digital ledgers, blockchains, or alternatives thereto. This may adversely affect us and our exposure to various blockchain technologies and prevent us from realizing the anticipated profits from our investments. Such circumstances could have a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any Bitcoin we mine or otherwise acquire or hold for our own account, and harm investors.

***The loss or destruction of private keys required to access any crypto assets held in custody for our own account may be irreversible. If we are unable to access our private keys or if we experience a hack or other data loss relating to our ability to access any crypto assets, it could cause regulatory scrutiny, reputational harm, and other losses.***

Crypto assets are generally controllable only by the possessor of the unique private key relating to the digital wallet in which the crypto assets are held. While blockchain protocols typically require public addresses to be published when used in a transaction, private keys must be safeguarded and kept private in order to prevent a third party from accessing the crypto assets held in such a wallet. To the extent that any of the private keys relating to our hot wallet or cold storage containing crypto assets held for our own account or for our customers is lost, destroyed, or otherwise compromised or unavailable, and no backup of the private key is accessible, we will be unable to access the crypto assets held in the related wallet. Further, we cannot provide assurance that our wallet will not be hacked or compromised. Digital assets and blockchain technologies have been, and may in the future be, subject to security breaches, hacking, or other malicious activities. Any loss of private keys relating to, or hack or other compromise of, digital wallets used to store our customers' crypto assets could adversely affect our ability to access or sell our crypto assets, and subject us to significant financial losses. As such, any loss of private keys due to a hack, employee or service provider misconduct or error, or other compromise by third parties could hurt our brand and reputation, result in significant losses, and adversely impact our business. The total value of crypto assets in our possession and control is significantly greater than the total value of insurance coverage that would compensate us in the event of theft or other loss of funds.

***Cryptocurrencies including Bitcoin face significant scaling obstacles that can lead to high fees or slow transaction settlement times.***

Cryptocurrencies face significant scaling obstacles that can lead to high fees or slow transaction settlement times, and attempts to increase the volume of transactions may not be effective. Scaling crypto assets is essential to the widespread acceptance of crypto assets as a means of payment, which widespread acceptance is necessary to the continued growth and development of our business. Many crypto asset networks, including the Bitcoin network, face significant scaling challenges. For example, crypto assets are limited with respect to how many transactions can occur per second. Participants in the crypto asset ecosystem debate potential approaches to increasing the average number of transactions per second that the network can handle and have implemented mechanisms or are researching ways to increase scale, such as increasing the allowable sizes of blocks, and therefore the number of transactions per block, and sharding (a horizontal partition of data in a database or search engine), which would not require every single transaction to be included in every single miner's or validator's block. However, there is no guarantee that any of the mechanisms in place or being explored for increasing the scale of settlement of crypto assets and, specifically, Bitcoin transactions will be effective, or how long they will take to become effective, which could adversely affect an investment in our securities.

***The price of Bitcoin may be affected by the sale of Bitcoin by other vehicles investing in Bitcoin or tracking Bitcoin markets.***

The global market for Bitcoin is characterized by supply constraints that differ from those present in the markets for commodities or other assets such as gold and silver. The mathematical protocols under which Bitcoin is mined permit the creation of a limited, predetermined amount of currency, while others have no limit established on total supply. To the extent that other vehicles investing in Bitcoin or tracking Bitcoin markets form and come to represent a significant proportion of the demand for Bitcoin, large redemptions of the securities of those vehicles and the subsequent sale of Bitcoin by such vehicles could negatively affect Bitcoin prices and therefore affect the value of the Bitcoin inventory we hold. Such events could have a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any Bitcoin we mine or otherwise acquire or hold for our own account.

***The nature of our business requires the application of complex financial accounting rules, and there is limited guidance from accounting standard setting bodies. If financial accounting standards undergo significant changes, our operating results could be adversely affected.***

The accounting rules and regulations that we must comply with are complex and subject to interpretation by the Financial Accounting Standards Board ("FASB"), the SEC, and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results, and may even affect the reporting of transactions completed before the announcement or effectiveness of a change. Recent actions and public comments from the FASB and the SEC have focused on the integrity of financial reporting and internal controls. In addition, many companies' accounting policies are being subject to heightened scrutiny by regulators and the public. Further, there has been limited precedents for the financial accounting of crypto assets and related valuation and revenue recognition, and no official guidance has been provided by the FASB or the SEC. As such, there remains significant uncertainty on how companies can account for crypto asset transactions, crypto assets, and related revenue. Uncertainties in or changes to in regulatory or financial accounting standards could result in the need to changing our accounting methods and restate our financial statements and impair our ability to provide timely and accurate financial information, which could adversely affect our financial statements, result in a loss of investor confidence, and more generally impact our business, operating results, and financial condition.

***There are risks related to technological obsolescence, the vulnerability of the global supply chain to Bitcoin hardware disruption, and difficulty in obtaining new hardware which may have a negative effect on our business.***

Our mining operations can only be successful and ultimately profitable if the costs of mining Bitcoin, including hardware and electricity costs, associated with mining Bitcoin are lower than the price of a Bitcoin. As our mining facility operates, our miners experience ordinary wear and tear and general hardware breakdown, and may also face more significant malfunctions caused by a number of extraneous factors beyond our control. The physical degradation of our miners will require us to, over time, replace those miners which are no longer functional. Additionally, as the technology evolves, we may be required to acquire newer models of miners to remain competitive in the market. Reports have been released which indicate that players in the mining equipment business adjust the prices of miners according to Bitcoin mining revenues, so the cost of new machines is unpredictable but could be extremely high. As a result, at times, we may obtain miners and other hardware from third parties at premium prices, to the extent they are available. In order to keep pace with technological advances and competition from other mining companies, it will be necessary to purchase new miners, which will eventually need to be repaired or replaced along with other equipment from time to time to stay competitive. This upgrading process requires substantial capital investment, and we may face challenges in doing so on a timely and cost-effective basis. Also, because we expect to depreciate all new miners, our reported operating results will be negatively affected.

The global supply chain for Bitcoin miners is presently constrained due to unprecedented demand coupled with a global semiconductor (including microchip) shortage, with a significant portion of available miners being acquired by companies with substantial resources. Semiconductors are utilized in various devices and products and are a crucial component of miners; supply chain constraints coupled with increasing demand has led to increased pricing and limited availability for semiconductors. Prices for both new and older models of miners have been on the rise and these supply constraints are expected to continue for the foreseeable future. China, a major supplier of Bitcoin miners, has seen a production slowdown as a result of COVID-19. Should similar outbreaks or other disruptions to the China-based global supply chain for Bitcoin hardware occur, we may not be able to obtain adequate replacement parts for our existing miners or to obtain additional miners on a timely basis, if at all, or we may only be able to acquire miners at premium prices. Such events could have a material adverse effect on our ability to pursue our strategy, which could have a material adverse effect on our business and the value of our securities.

***We may not adequately respond to price fluctuations and rapidly changing technology, which may negatively affect our business.***

Competitive conditions within the Bitcoin industry require that we use sophisticated technology in the operation of our business. The industry for blockchain technology is characterized by rapid technological changes, new product introductions, enhancements and evolving industry standards. New technologies, techniques or products could emerge that might offer better performance than the software and other technologies we currently utilize, and we may have to manage transitions to these new technologies to remain competitive. We may not be successful, generally or relative to our competitors in the Bitcoin industry, in timely implementing new technology into our systems, or doing so in a cost-effective manner. During the course of implementing any such new technology into our operations, we may experience system interruptions and failures during such implementation. Furthermore, there can be no assurances that we will recognize, in a timely manner or at all, the benefits that we may expect as a result of our implementing new technology into our operations. As a result, our business and operations may suffer, and there may be adverse effects on the value of our securities.

***The Bitcoin reward for successfully uncovering a block will halve several times in the future and Bitcoin value may not adjust to compensate us for the reduction in the rewards we receive from our mining efforts.***

Halving is a process incorporated into many proof-of-work consensus algorithms that reduces the coin reward paid to miners over time according to a pre-determined schedule. This reduction in reward spreads out the release of crypto assets over a long period of time resulting in an ever smaller number of coins being mined, reducing the risk of coin-based inflation. At a predetermined block, the mining reward is cut in half, hence the term “halving.” For Bitcoin, the reward was initially set at 50 Bitcoin currency rewards per block and this was cut in half to 25 on November 28, 2012 at block 210,000, then again to 12.5 on July 9, 2016 at block 420,000. The most recent halving for Bitcoin happened on May 11, 2020 at block 630,000 and the reward reduced to 6.25. The next halving will likely occur in 2024. This process will reoccur until the total amount of Bitcoin currency rewards issued reaches 21 million, which is expected around 2140. While Bitcoin price has had a history of price fluctuations around the



halving of its rewards, there is no guarantee that the price change will be favorable or would compensate for the reduction in mining reward. If a corresponding and proportionate increase in the trading price of Bitcoin or a proportionate decrease in mining difficulty does not follow these anticipated halving events, the revenue we earn from our Bitcoin mining operations would see a corresponding decrease, which would have a material adverse effect on our business and operations.

***Our future success will depend upon the value of Bitcoin and other crypto assets; the value of Bitcoin may be subject to pricing risk and has historically been subject to wide swings.***

Our operating results will depend on the value of Bitcoin because it is the only crypto asset we currently mine. Specifically, our revenues from our Bitcoin mining operations are based on two factors: (1) the number of Bitcoin rewards we successfully mine and (2) the value of Bitcoin. In addition, our operating results are directly impacted by changes in the value of Bitcoin, because under the value measurement model, both realized and unrealized changes will be reflected in our statement of operations (i.e., we will be marking Bitcoin to fair value each quarter). This means that our operating results will be subject to swings based upon increases or decreases in the value of Bitcoin. Further, our current miners are principally utilized for mining Bitcoin and do not generally mine other crypto assets, such as Ether, that are not mined utilizing the “SHA-256 algorithm.” If other crypto assets were to achieve acceptance at the expense of Bitcoin causing the value of Bitcoin to decline, or if Bitcoin were to switch its proof of work encryption algorithm from SHA-256 to another algorithm for which our miners are not specialized, or the value of Bitcoin were to decline for other reasons, particularly if such decline were significant or over an extended period of time, our operating results would be adversely affected, and there could be a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations, and harm investors.

The market price of Bitcoin, which has historically been volatile and is impacted by a variety of factors (including those discussed herein), is determined primarily using data from various exchanges, over-the-counter markets and derivative platforms. Furthermore, such prices may be subject to factors such as those that impact commodities, more so than business activities, which could be subjected to additional influence from fraudulent or illegitimate actors, real or perceived scarcity, and political, economic, regulatory or other conditions. Pricing may be the result of, and may continue to result in, speculation regarding future appreciation in the value of Bitcoin, or our share price, inflating and making their market prices more volatile or creating “bubble” type risks for both Bitcoin and shares of our securities.

***Demand for Bitcoin is driven, in part, by its status as the most prominent and secure crypto asset. It is possible that crypto assets other than Bitcoin could have features that make them more desirable to a material portion of the crypto asset user base, resulting in a reduction in demand for Bitcoin, which could have a negative impact on the price of Bitcoin and adversely affect an investment in us.***

Bitcoin, as an asset, holds “first-to-market” advantages over other crypto assets. This first-to-market advantage is driven in large part by having the largest user base and, more importantly, the largest mining power in use to secure its blockchain and transaction verification system. Having a large mining network results in greater user confidence regarding the security and long-term stability of a crypto asset’s network and its blockchain; as a result, the advantage of more users and miners makes a crypto asset more secure, which makes it more attractive to new users and miners, resulting in a network effect that strengthens the first-to-market advantage.

Despite the marked first-mover advantage of the Bitcoin network over other crypto asset networks, it is possible that another crypto asset could become materially popular due to either a perceived or exposed shortcoming of the Bitcoin network protocol that is not immediately addressed by the Bitcoin contributor community or a perceived advantage of an altcoin that includes features not incorporated into Bitcoin. If a crypto asset obtains significant market share (either in market capitalization, mining power or use as a payment technology), this could reduce Bitcoin’s market share as well as other crypto assets we may become involved in and have a negative impact on the demand for, and price of, such crypto assets and could adversely affect an investment in us. It is possible that we will mine alternative crypto assets in the future, but we may not have as much experience to date in comparison to our experience mining Bitcoin, which may put us at a competitive disadvantage.

***We may not be able to realize the benefits of forks. Forks in a crypto asset network may occur in the future which may affect the value of Bitcoin held by us.***

To the extent that a significant majority of users and miners on a crypto asset network install software that changes the crypto asset network or properties of a crypto asset, including the irreversibility of transactions and limitations on the mining of new crypto asset, the crypto asset network would be subject to new protocols and software. However, if less than a significant majority of users and miners on the crypto asset network consent to the proposed modification, and the modification is not compatible with the software prior to its modification, the consequence would be what is known as a “fork” of the network, with one prong running the pre-modified software and the other running the modified software. The effect of such a fork would be the existence of two versions of the crypto asset running in parallel, yet lacking interchangeability and necessitating exchange-type transaction to convert currencies between the two forks. Additionally, it may be unclear following a fork which fork represents the original asset and which is the new asset. Different metrics adopted by industry participants to determine which is the original asset include: referring to the wishes of the core developers of a crypto asset, blockchains with the greatest amount of hashing power contributed by miners or validators; or blockchains with the longest chain. A fork in the Bitcoin network could adversely affect an investment in our securities or our ability to operate.

We may not be able to realize the economic benefit of a fork, either immediately or ever, which could adversely affect an investment in our securities. If we hold Bitcoin at the time of a hard fork into two crypto assets, industry standards would dictate that we would be expected to hold an equivalent amount of the old and new assets following the fork. However, we may not be able, or it may not be practical, to secure or realize the economic benefit of the new asset for various reasons. For instance, we may determine that there is no safe or practical way to custody the new asset, that trying to do so may pose an unacceptable risk to our holdings in the old asset, or that the costs of taking possession and/or maintaining ownership of the new crypto asset exceed the benefits of owning the new crypto asset. Additionally, laws, regulation or other factors may prevent us from benefitting from the new asset even if there is a safe and practical way to custody and secure the new asset.

***There is a possibility of Bitcoin mining algorithms transitioning to proof of stake validation and other mining related risks, which could make us less competitive and ultimately adversely affect our business and the value of our stock.***

Proof of stake is an alternative method for validating Bitcoin transactions. Should Bitcoin’s algorithm shift from a proof of work validation method to a proof of stake method, mining would require less energy and may render any company that maintains advantages in the current climate (for example, from lower priced electricity, processing, real estate, or hosting) less competitive. We, as a result of our efforts to optimize and improve the efficiency of our Bitcoin mining operations, may be exposed to the risk in the future of losing the benefit of our capital investments and the competitive advantage we hope to gain from this as a result, and may be negatively impacted if a switch to proof of stake validation were to occur. Such events could have a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any Bitcoin we mine or otherwise acquire or hold for our own account.

***If a malicious actor or botnet obtains control in excess of 50% of the processing power active on any crypto asset network, including the Bitcoin network, it is possible that such actor or botnet could manipulate the blockchain in a manner that adversely affects an investment in us.***

If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains a majority of the processing power dedicated to mining on any crypto asset network, including the Bitcoin network, it may be able to alter the blockchain by constructing alternate blocks if it is able to solve for such blocks faster than the remainder of the miners on the blockchain can add valid blocks. In such alternate blocks, the malicious actor or botnet could control, exclude or modify the ordering of transactions, though it could not generate new crypto assets or transactions using such control. Using alternate blocks, the malicious actor could “double-spend” its own crypto assets (i.e., spend the same crypto assets in more than one transaction) and prevent the confirmation of other users’ transactions for so long as it maintains control. To the extent that such malicious actor or botnet does not yield its majority control of the processing power or the crypto asset community does not reject the fraudulent blocks as malicious, reversing any changes made to the blockchain may not be possible. Such changes could adversely affect an investment in us.

For example, in late May and early June 2014, a mining pool known as GHash.io approached and, during a 24- to 48-hour period in early June may have exceeded, the threshold of 50% of the processing power on the Bitcoin network. To the extent that GHash.io did exceed 50% of the processing power on the network, reports indicate that such threshold was surpassed for only a short period, and there are no reports of any malicious activity or control of the blockchain performed by GHash.io. Furthermore, the processing power in the mining pool appears to have been redirected to other pools on a voluntary basis by participants in the GHash.io pool, as had been done in prior instances when a mining pool exceeded 40% of the processing power on the Bitcoin network.

The approach towards and possible crossing of the 50% threshold indicate a greater risk that a single mining pool could exert authority over the validation of crypto asset transactions. To the extent that the crypto assets ecosystems do not act to ensure greater decentralization of crypto asset mining processing power, the feasibility of a malicious actor obtaining in excess of 50% of the processing power on any crypto asset network (e.g., through control of a large mining pool or through hacking such a mining pool) will increase, which may adversely impact an investment in us.

***Cryptocurrencies, including those maintained by or for us, may be exposed to cybersecurity threats and hacks.***

As with any computer code generally, flaws in crypto asset codes, including Bitcoin codes, may be exposed by malicious actors. Several errors and defects have been found previously, including those that disabled some functionality for users and exposed users' information. Exploitations of flaws in the source code that allow malicious actors to take or create money have previously occurred. Despite our efforts and processes to prevent breaches, our devices, as well as our miners, computer systems and those of third parties that we use in our operations, are vulnerable to cyber security risks, including cyber-attacks such as viruses and worms, phishing attacks, denial-of-service attacks, physical or electronic break-ins, employee theft or misuse, and similar disruptions from unauthorized tampering with our miners and computer systems or those of third parties that we use in our operations. Such events could have a material adverse effect on our ability to continue as a going concern or to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any Bitcoin we mine or otherwise acquire or hold for our own account.

***If the award of Bitcoin reward for solving blocks and transaction fees, is not sufficiently high, we may not have an adequate incentive to continue mining and may cease mining operations, which will likely lead to our failure to achieve profitability.***

As the number of Bitcoins awarded for solving a block in a blockchain decreases, our ability to achieve profitability worsens. Decreased use and demand for Bitcoin rewards may adversely affect our incentive to expend processing power to solve blocks. If the award of Bitcoin rewards for solving blocks and transaction fees are not sufficiently high, we may not have an adequate incentive to continue mining and may cease our mining operations. Miners ceasing operations would reduce the collective processing power on the network, which would adversely affect the confirmation process for transactions (i.e., temporarily decreasing the speed at which blocks are added to a blockchain until the next scheduled adjustment in difficulty for block solutions) and make the Bitcoin network more vulnerable to a malicious actor or botnet obtaining control in excess of 50 percent of the processing power active on a blockchain, potentially permitting such actor or botnet to manipulate a blockchain in a manner that adversely affects our activities. A reduction in confidence in the confirmation process or processing power of the network could result and be irreversible. Such events could have a material adverse effect on our ability to continue to pursue our strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any Bitcoin we mine or otherwise acquire or hold for our own account.

***Transactional fees may decrease demand for Bitcoin and prevent expansion that could adversely impact an investment in us.***

As the number of Bitcoins currency rewards awarded for solving a block in a blockchain decreases, the incentive for miners to continue to contribute to the Bitcoin network may transition from a set reward to transaction fees. In order to incentivize miners to continue to contribute to the Bitcoin network, the Bitcoin network may either formally or informally transition from a set reward to transaction fees earned upon solving a block. This transition could be accomplished by miners independently electing to record in the blocks they solve only those transactions that include payment of a transaction fee. If transaction fees paid for Bitcoin transactions become too high, the marketplace may be reluctant to accept Bitcoin as a means of payment and existing users may be motivated to

switch from Bitcoin to another crypto asset or to fiat currency. Either the requirement from miners of higher transaction fees in exchange for recording transactions in a blockchain or a software upgrade that automatically charges fees for all transactions may decrease demand for Bitcoin and prevent the expansion of the Bitcoin network to retail merchants and commercial businesses, resulting in a reduction in the price of Bitcoin that could adversely impact an investment in our securities. Decreased use and demand for Bitcoins that we have accumulated may adversely affect their value and may adversely impact an investment in us.

***Because the number of Bitcoin awarded for solving a block in the Bitcoin network blockchain continually decreases, miners must invest in increasing processing power to maintain their yield of Bitcoins, which might make Bitcoin mining uneconomical for us.***

The award of new Bitcoin for solving blocks continually declines, so that Bitcoin miners must invest in increasing processing power in order to maintain or increase their yield of Bitcoin. If the pricing of Bitcoin were to decline significantly, there can be no assurance that we would be able to recover our investment in the computer hardware and processing power required to upgrade our mining operations. There can, moreover, be no assurance that we will have the resources to upgrade our processing power in order to maintain the continuing profitability of our mining operations. Also, the developers of the Bitcoin network or other programmers could propose amendments to the network's protocols and software that, if accepted, might require us to modify our Bitcoin operations, and increase our investment in Bitcoin, in order to maintain profitability. There can be no assurance, however, that we will be able to do so.

***Bitcoin mining is capital intensive.***

Remaining competitive in the Bitcoin mining industry requires significant capital expenditure on new chips and other hardware necessary to increase processing power as the Bitcoin network difficulty increases. If we are unable to fund our capital expenditures, either through our revenue stream or through other sources of capital, we may be unable to remain competitive and experience a deterioration in our result of operations and financial condition.

***Our crypto assets may be subject to loss, damage, theft or restriction on access.***

There is a risk that part or all of our crypto assets could be lost, stolen or destroyed. We believe that our crypto assets will be an appealing target to hackers or malware distributors seeking to destroy, damage or steal our crypto assets. We cannot guarantee that we will prevent loss, damage or theft, whether caused intentionally, accidentally or by act of God. Access to our crypto assets could also be restricted by natural events (such as an earthquake or flood) or human actions (such as a terrorist attack). Any of these events may adversely affect the Company's operations and, consequently, an investment in us.

***The limited rights of legal recourse against us, and our lack of insurance protection expose us and our stockholders to the risk of loss of our crypto assets for which no person is liable.***

The crypto assets held by us are not insured. Therefore, a loss may be suffered with respect to our crypto assets which is not covered by insurance and for which no person is liable in damages which could adversely affect our operations and, consequently, an investment in us.

***Digital assets held by us are not subject to FDIC or SIPC protections.***

We do not hold our crypto assets with a banking institution or a member of the Federal Deposit Insurance Corporation ("FDIC") or the Securities Investor Protection Corporation ("SIPC") and, therefore, our crypto assets are not subject to the protections enjoyed by depositors with FDIC or SIPC member institutions.

***Intellectual property rights claims may adversely affect the operation of some or all crypto asset networks.***

Third parties may assert intellectual property claims relating to the holding and transfer of crypto assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in some or all crypto asset networks' long-term viability or the ability of end-users to hold and transfer crypto assets may adversely affect an investment in us. Additionally, a meritorious intellectual property claim could prevent us and other end-users from accessing some or all crypto asset networks or holding or

transferring their crypto assets. As a result, an intellectual property claim against us or other large crypto asset network participants could adversely affect an investment in us.

## **Power Generation Related Risks**

***Our financial performance, as relating to both our power sales and Bitcoin mining operations, may be impacted by price fluctuations in the wholesale power market, as well as fluctuations in coal markets and other market factors that are beyond our control.***

Our revenues, cost of doing business, results of operations and operating cash flows generally may be impacted by price fluctuations in the wholesale power market and other market factors beyond our control. Market prices for power, capacity, ancillary services, natural gas, coal and oil are unpredictable and tend to fluctuate substantially. Unlike most other commodities, electric power can only be stored on a very limited basis and generally must be produced concurrently with its use. As a result, power prices are subject to significant volatility due to supply and demand imbalances, especially in the day-ahead and spot markets. Long- and short-term power prices may also fluctuate substantially due to other factors outside of our control, including:

- changes in generation capacity in our markets, including the addition of new supplies of power as a result of the development of new plants, expansion of existing plants, the continued operation of uneconomic power plants due to state subsidies, or additional transmission capacity;
- environmental regulations and legislation;
- electric supply disruptions, including plant outages and transmission disruptions;
- changes in power transmission infrastructure;
- fuel transportation capacity constraints or inefficiencies;
- changes in law, including judicial decisions;
- weather conditions, including extreme weather conditions and seasonal fluctuations, including the effects of climate change;
- changes in commodity prices and the supply of commodities, including but not limited to natural gas, coal and oil;
- changes in the demand for power or in patterns of power usage, including the potential development of demand-side management tools and practices, distributed generation, and more efficient end-use technologies;
- development of new fuels, new technologies and new forms of competition for the production of power;
- fuel price volatility;
- economic and political conditions;
- supply and demand for energy commodities;
- availability of competitively priced alternative energy sources, which are preferred by some customers over electricity produced from coal and customer-usage of energy-efficient equipment that reduces energy demand;
- ability to procure satisfactory levels of inventory, such as coal refuse; and
- changes in capacity prices and capacity markets.

Such factors and the associated fluctuations in power and prices could affect wholesale power generation profitability and cost of power for crypto asset mining activities.

***Maintenance, expansion and refurbishment of power generation facilities involve significant risks that could result in unplanned power outages or reduced output and could have a material adverse effect on our Bitcoin mining and power sales revenues, results of operations, cash flows and financial condition. We are subject to liability risks relating to our competitive power generation business operations.***

Our current power generation facility and plants that we may acquire in the future require periodic maintenance and repair. Any unexpected failure, including failure associated with breakdowns, forced outages or any unanticipated capital expenditures could result in reduced profitability.

We cannot be certain of the level of capital expenditures that will be required due to changing environmental and safety laws (including changes in the interpretation or enforcement thereof), needed facility repairs and unexpected events (such as natural disasters or terrorist attacks). The unexpected requirement of large capital expenditures could have a material adverse effect on our liquidity and financial condition. If we significantly modify a unit, we may be required to install the best available control technology or to achieve the lowest achievable emission rates as such terms are defined under the new source review provisions of the federal Clean Air Act, as amended from time to time (“CAA”), which would likely result in substantial additional capital expenditures.

The conduct of our physical and commercial operations subjects us to many risks, including risks of potential physical injury, property damage or other financial liability, caused to or by employees, customers, contractors, vendors, contractual or financial counterparties and other third parties.

***Natural or manmade events may cause our power production to fall below our expectations.***

Our electricity generation depends upon our ability to maintain the working order of our coal refuse power generation facility. A natural or manmade disaster, severe weather such as snow and ice storms, or accident could impede our ability to access the coal refuse that is necessary for our plant to operate, damage our transmission line preventing us from distributing power to the PJM grid and our miners or require us to shut down our plant or related equipment and facilities. To the extent we experience a prolonged interruption at our plant or a transmission outage due to natural or manmade events, our electricity generation levels could materially decrease. We may also incur significant repair and clean-up costs associated with these events. The effect of the failure of our plant to operate as planned as described above could have a material adverse effect on our business, financial condition and results of operations.

***We may not be able to operate the power generation facility as planned, which may increase our expenses and decrease our revenues and have an adverse effect on our financial performance.***

Our operation of the power generation facility, information technology systems and other assets and conduct of other activities subjects us to a variety of risks, including the breakdown or failure of equipment, accidents, security breaches, viruses or outages affecting information technology systems, labor disputes, obsolescence, delivery/transportation problems and disruptions of fuel supply and performance below expected levels. These events may impact our ability to conduct our businesses efficiently and lead to increased costs, expenses or losses. Planned and unplanned outages at our power generation facilities may require us to purchase power at then-current market prices to satisfy our commitments or, in the alternative, pay penalties and damages for failure to satisfy them. Having to purchase power at then-market rates could also have a negative impact on the cost structure of our crypto asset mining operations.

Although we maintain customary insurance coverage for certain of these risks, no assurance can be given that such insurance coverage will be sufficient to compensate us fully in the event losses occur.

***Changes in tax credits related to coal refuse power generation could have a material adverse effect on our business, financial condition, results of operations and future development efforts.***

Our profitability depends, in part, on the continued availability of state renewable energy tax credits offered by the Commonwealth of Pennsylvania through programs such as the one established under The Alternative Energy

Portfolio Standards Act of 2004 or the Coal Refuse Energy and Reclamation Tax Credit Program established by Act 84 of July 13, 2016. This tax credit program could be changed or eliminated as a result of state budget considerations or otherwise. Reduction or elimination of such credits could materially and adversely harm our business, financial condition, results of operations and future development efforts.

***Land reclamation requirements may be burdensome and expensive.***

We operate in partnership with PADEP and local environmental authorities to reclaim coal refuse piles. Reclamation may include requirements to control dispersion of potentially deleterious effluents, treat ground and surface water to drinking water standards and reasonably re-establish pre-disturbance land forms and vegetation. In order to carry out reclamation obligations, we must allocate financial resources that might otherwise be spent on implementing our business plan. We have established reserves for our reclamation obligations, but these reserves may not be adequate. If the costs associated with our reclamation work are higher than we anticipate, our financial position could be adversely affected.

***Fluctuations in fuel costs could affect our business, financial condition and results of operations.***

We rely on third party carriers for delivery of the coal refuse used at our plant. The price and supply of fuel is unpredictable and fluctuates based on events beyond our control, including among others, geopolitical developments, supply and demand for oil and gas, actions by the Organization of the Petroleum Exporting Countries and other oil and gas producers, war and unrest in oil producing countries and regional production patterns. Because fuel is needed to deliver coal refuse to our facility, any future increases in shipping rates could have a material adverse effect on our business, financial condition and results of operations.

***Competition in power markets may have a material adverse effect on our results of operations, cash flows and the market value of our assets.***

We have numerous competitors in all aspects of our business, and additional competitors may enter the industry. New parties may offer wholesale electricity bundled with other products or at prices that are below our rates.

Other companies with which we compete may have greater liquidity, greater access to credit and other financial resources, lower cost structures, more effective risk management policies and procedures, greater ability to incur losses or greater flexibility in the timing of their sale of generation capacity and ancillary services than we do. Competitors may also have better access to subsidies or other out-of-market payments that put us at a competitive disadvantage.

Our competitors may be able to respond more quickly to new laws or regulations or emerging technologies, or to devote greater resources to marketing of wholesale power than we can. In addition, current and potential competitors may make strategic acquisitions or establish cooperative relationships among themselves or with third parties. Accordingly, it is possible that new competitors or alliances among current and new competitors may emerge and rapidly gain significant market share. There can be no assurance that we will be able to compete successfully against current and future competitors, and any failure to do so would have a material adverse effect on our business, financial condition, results of operations and cash flow.

***Changes in technology may negatively impact the value of our power generation facility.***

Research and development activities are ongoing in the industry to provide alternative and more efficient technologies to produce power. There are alternate technologies to supply electricity, most notably fuel cells, micro turbines, batteries, windmills and photovoltaic (solar) cells, the development of which has been expanded due to global climate change concerns. Research and development activities are ongoing to seek improvements in alternate technologies. It is possible that advances will reduce the cost of alternative generation to a level that is equal to or below that of certain central station production. Also, as new technologies are developed and become available, the quantity and pattern of electricity usage (the "demand") by customers could decline, with a corresponding decline in revenues derived by generators. These alternative energy sources could result in a decline to the dispatch and capacity factors of our plants. As a result of all of these factors, the value of our generation facilities could be significantly reduced.

***Our results of operations and financial condition could be materially and adversely affected if energy market participants continue to construct additional generation facilities (i.e., new-build) or expand or enhance existing generation facilities despite relatively low power prices and such additional generation capacity results in a reduction in wholesale power prices.***

Given the overall attractiveness of certain of the markets in which we operate, and certain tax benefits associated with renewable energy, among other matters, energy market participants have continued to construct new generation facilities (i.e., new-build) or invest in enhancements or expansions of existing generation facilities despite relatively low wholesale power prices. If this market dynamic continues, and/or if our crypto asset mining competitors begin to build or acquire their own power plants to fuel their crypto asset mining operations, our results of operations and financial condition could be materially and adversely affected if such additional generation capacity results in a cheaper supply of electricity to our crypto asset mining competitors.

***We sell capacity, energy, and ancillary services to the wholesale power grid managed by PJM. Our business may be affected by state interference in the competitive wholesale marketplace.***

We sell capacity, energy, and ancillary services to the wholesale power grid managed by PJM. The competitive wholesale marketplace may be impacted by out-of-market subsidies provided by states or state entities, including bailouts of uneconomic nuclear plants, imports of power from Canada, renewable mandates or subsidies, mandates to sell power below its cost of acquisition and associated costs, as well as out-of-market payments to new or existing generators. These out-of-market subsidies to existing or new generation undermine the competitive wholesale marketplace, which can lead to premature retirement of existing facilities, including those owned by us. If these measures continue, capacity and energy prices may be suppressed, and we may not be successful in our efforts to insulate the competitive market from this interference. Our wholesale power revenue may be materially impacted by rules or regulations that allow regulated utilities to participate in competitive wholesale markets or to own and operate rate-regulated facilities that provide capacity, energy and ancillary services that could be provided by competitive market participants.

***Because our coal refuse power generation facility is a member of PJM, a regional transmission organization, we may be required to supply power to the grid at a time that is not optimal to our operations.***

As a member of PJM, we are subject to the operations of PJM, and our coal refuse power generation facility is under dispatch control of PJM. PJM balances its participants' power requirements with the power resources available to supply those requirements. Based on this evaluation of supply and demand, PJM schedules and dispatches available generating facilities throughout its region in a manner intended to meet the demand for energy in the most reliable and cost-effective manner. Thus we may be required to supply power to PJM, diverting capacity away from our mining operations, at a time that is not economical for our business strategy. To the extent we are required to supply power to PJM for a sustained period of time, we could experience unplanned and extended outages of our mining operations, which could have a material adverse effect on our business, financial condition and results of operations.

***We are required to obtain, and to comply with, government permits and approvals.***

We are required to obtain, and to comply with, numerous permits and licenses from federal, state and local governmental agencies. The process of obtaining and renewing necessary permits and licenses can be lengthy and complex and can sometimes result in the establishment of conditions that make the project or activity for which the permit or license was sought unprofitable or otherwise unattractive. In addition, such permits or licenses may be subject to denial, revocation or modification under various circumstances. Failure to obtain or comply with the conditions of permits or licenses, or failure to comply with applicable laws or regulations, may result in the delay or temporary suspension of our operations and electricity sales or the curtailment of our delivery of electricity to our customers and may subject us to penalties and other sanctions. Although various regulators routinely renew existing permits and licenses, renewal of our existing permits or licenses could be denied or jeopardized by various factors, including (i) failure to provide adequate financial assurance for closure, (ii) failure to comply with environmental, health and safety laws and regulations or permit conditions, (iii) local community, political or other opposition and (iv) executive, legislative or regulatory action.



Our inability to procure and comply with the permits and licenses required for our operations, or the cost to us of such procurement or compliance, could have a material adverse effect on us. In addition, new environmental legislation or regulations, if enacted, or changed interpretations of existing laws, may cause activities at our facilities to need to be changed to avoid violating applicable laws and regulations or elicit claims that historical activities at our facilities violated applicable laws and regulations. In addition to the possible imposition of fines in the case of any such violations, we may be required to undertake significant capital investments and obtain additional operating permits or licenses, which could have a material adverse effect on us.

***Operation of power generation facilities involves significant risks and hazards customary to the power industry that could have a material adverse effect on our revenues and results of operations, and we may not have adequate insurance to cover these risks and hazards. Our employees, contractors, customers and the general public may be exposed to a risk of injury due to the nature of our operations.***

Power generation involves hazardous activities, including acquiring, transporting and unloading fuel, operating large pieces of equipment and delivering electricity to transmission and distribution systems, including the transmission lines that run from our power generation facility to our Bitcoin mining operations. In addition to natural risks such as earthquake, flood, lightning, hurricane and wind, other human-made hazards, such as nuclear accidents, dam failure, gas or other explosions, mine area collapses, fire, structural collapse, machinery failure and other dangerous incidents are inherent risks in our operations. These and other hazards can cause significant personal injury or loss of life, severe damage to and destruction of property, plant, equipment, and transmission lines, contamination of, or damage to, the environment and suspension of operations. Further, our employees and contractors work in, and customers and the general public may be exposed to, potentially dangerous environments at or near our operations. As a result, employees, contractors, customers and the general public are at risk for serious injury, including loss of life.

The occurrence of any one of these events may result in us being named as a defendant in lawsuits asserting claims for substantial damages, including for environmental cleanup costs, personal injury and property damage and fines and/or penalties. We maintain an amount of insurance protection that we consider adequate, but we cannot provide any assurance that our insurance will be sufficient or effective under all circumstances and against all hazards or liabilities to which we may be subject and, even if we do have insurance coverage for a particular circumstance, we may be subject to a large deductible and maximum cap. A successful claim for which we are not fully insured could hurt our financial results and materially harm our financial condition. Further, due to rising insurance costs and changes in the insurance markets, we cannot provide any assurance that our insurance coverage will continue to be available at all or at rates or on terms similar to those presently available. Any losses not covered by insurance could have a material adverse effect on our financial condition, results of operations or cash flows.

***Adverse economic conditions could adversely affect our wholesale power business, financial condition, results of operations and cash flows.***

Adverse economic conditions and declines in wholesale energy prices, partially resulting from adverse economic conditions, may impact the results of our operations. The breadth and depth of negative economic conditions may have a wide-ranging impact on the U.S. business environment, including our wholesale power businesses. In addition, adverse economic conditions also reduce the demand for energy commodities. Reduced demand from negative economic conditions continues to impact the key domestic wholesale energy markets we serve. The combination of lower demand for power and increased supply of natural gas has put downward price pressure on wholesale energy markets in general, further impacting our energy marketing results. In general, economic and commodity market conditions will continue to impact our unhedged future energy margins, liquidity, earnings growth and overall financial condition. In addition, adverse economic conditions, declines in wholesale energy prices, reduced demand for power and other factors may negatively impact the value of our securities and impact forecasted cash flows, which may require us to evaluate its goodwill and other long-lived assets for impairment. Any such impairment could have a material impact on our financial statements.

***Our use of hedging instruments could impact our liquidity.***

We use various hedging instruments, including forwards, futures, financial transmission rights, and options, to manage our power market price risks. These hedging instruments generally include collateral requirements that require us to deposit funds or post letters of credit with counterparties when a counterparty's credit exposure to us is in excess of agreed upon credit limits. When commodity prices decrease to levels below the levels where we have hedged future costs, we may be required to use a material portion of our cash or liquidity facilities to cover these collateral requirements. Additionally, existing or new regulations related to the use of hedging instruments may impact our access to and use of hedging instruments.

**Financial, Tax and Accounting-Related Risks**

***Future developments regarding the treatment of crypto assets for U.S. federal income and foreign tax purposes could adversely impact our business.***

Due to the new and evolving nature of crypto assets and the absence of comprehensive legal guidance with respect to crypto asset products and transactions, many significant aspects of the U.S. federal income and foreign tax treatment of transactions involving crypto assets, such as Bitcoin, are uncertain, and it is unclear what guidance may be issued in the future on the treatment of crypto asset transactions, including mining, for U.S. federal income and foreign tax purposes. Current IRS guidance indicates that crypto assets such as Bitcoin should be treated and taxed as property, and that transactions involving the payment of crypto assets such as Bitcoin for goods and services should be treated as barter transactions. While this treatment creates a potential tax reporting requirement for circumstances in which a Bitcoin passes from one person to another, usually by means of Bitcoin transactions (including off-blockchain transactions), it preserves the right to apply capital gains (as opposed to ordinary income) treatment to those transactions generally.

There can be no assurance that the IRS or other foreign tax authority will not alter its existing position with respect to crypto assets in the future or that a court would uphold the treatment of Bitcoin or other crypto assets as property, rather than currency. Any such alteration of existing IRS and foreign tax authority positions or additional guidance regarding crypto asset products and transactions could result in adverse tax consequences for holders of digital assets and could have an adverse effect on the value of crypto assets and the broader crypto assets markets. Future technological and operational developments that may arise with respect to crypto assets may increase the uncertainty of the treatment of crypto assets for U.S. federal income and foreign tax purposes. The uncertainty regarding the tax treatment of crypto asset transactions, as well as the potential promulgation of new U.S. federal income, state or foreign tax laws or guidance relating to crypto asset transactions, or changes to existing laws or guidance, could adversely impact the price of Bitcoin or other crypto assets, our business and the trading price of our Class A common stock.

***Changes to applicable U.S. tax laws and regulations or exposure to additional income tax liabilities could affect our and Stronghold LLC's business and future profitability.***

We have no material assets other than our equity interests in Stronghold LLC, which holds, directly or indirectly, all of the operating assets of our business. Stronghold LLC generally is not subject to U.S. federal income tax, but may be subject to certain U.S. state and local and non-U.S. taxes. We are a U.S. corporation that is subject to U.S. corporate income tax on our worldwide operations, including our share of income of Stronghold LLC. Moreover, our operations and customers are located in the United States, and as a result, we and Stronghold LLC are subject to various U.S. federal, state and local taxes. New U.S. laws and policy relating to taxes may have an adverse effect on us and our business and future profitability. Further, existing U.S. tax laws, statutes, rules, regulations or ordinances could be interpreted, changed, modified or applied adversely to us or Stronghold LLC.

For example, on December 22, 2017, legislation sometimes known as the Tax Cuts and Jobs Act (the "TCJA"), was signed into law making significant changes to the Code, and certain provisions of the TCJA may adversely affect us or Stronghold LLC. In particular, sweeping changes were made to the U.S. taxation of foreign operations. Changes include, but are not limited to, a permanent reduction to the corporate income tax rate, limiting interest deductions, a reduction to the maximum deduction allowed for net operating losses generated in tax years after December 31, 2017, the elimination of carrybacks of net operating losses, adopting elements of a territorial tax system, assessing a repatriation tax or "toll-charge" on undistributed earnings and profits of U.S.-owned foreign

corporations, and introducing certain anti-base erosion provisions, including a new minimum tax on global intangible low-taxed income and base erosion and anti-abuse tax. The TCJA could be subject to potential amendments and technical corrections, and is subject to interpretations and implementing regulations by the Treasury and the Internal Revenue Service (the “IRS”), any of which could mitigate or increase certain adverse effects of the legislation.

In addition to the impact of the TCJA on our U.S. federal income taxes, the TCJA may adversely affect the taxation of us or Stronghold LLC in other jurisdictions, including with respect to state income taxes as state legislatures may not have had sufficient time to respond to the TCJA. Accordingly, there is uncertainty as to how the laws will apply in various state jurisdictions. Additionally, other foreign governing bodies may enact changes to their tax laws in reaction to the TCJA that could result in changes to our global tax profile and materially adversely affect our business and future profitability.

President Joe Biden has set forth several tax proposals that would, if enacted, make significant changes to U.S. tax laws (including provisions enacted pursuant to the TCJA). Such proposals include, but are not limited to, (i) an increase in the U.S. income tax rate applicable to corporations (including us) from 21% to 28%, (ii) an increase in the maximum U.S. federal income tax rate applicable to individuals, (iii) a minimum book income tax on certain large corporations, (iv) the modification or replacement of the minimum tax on global intangible low-taxed income and base erosion and anti-abuse tax and (v) an increase in the U.S. federal income tax rate for long-term capital gain for certain taxpayers with income in excess of a threshold amount. Additionally, the Biden Administration has proposed expanding cryptocurrency information and transaction reporting requirements. Congress may consider, and could include, some or all of these proposals in connection with tax reform to be undertaken by the current administration. It is unclear whether these or similar changes will be enacted and, if enacted, how soon any such changes could take effect. The passage of any legislation as a result of these proposals and other similar changes in U.S. federal income tax laws could adversely affect our or Stronghold LLC’s business and future profitability.

***In the event our business expands internationally or domestically, including to jurisdictions in which tax laws may not be favorable, our and Stronghold LLC’s obligations may change or fluctuate, become significantly more complex or become subject to greater risk of examination by taxing authorities, any of which could adversely affect our or Stronghold LLC’s after-tax profitability and financial results.***

In the event our operating business expands domestically or internationally, our and Stronghold LLC’s effective tax rates may fluctuate widely in the future. Future effective tax rates could be affected by operating losses in jurisdictions where no tax benefit can be recorded under U.S. GAAP, changes in deferred tax assets and liabilities, or changes in tax laws. Additionally, we may be subject to tax on more than one-hundred percent of our income and Stronghold LLC may be subject to tax on more than one-hundred percent of its income as a result of such income being subject to tax in multiple state, local or non-U.S. jurisdictions. Factors that could materially adversely affect our and Stronghold LLC’s future effective tax rates include, but are not limited to: (a) changes in tax laws or the regulatory environment, (b) changes in accounting and tax standards or practices, (c) changes in the composition of operating income by tax jurisdiction and (d) pre-tax operating results of our business.

Additionally, we and Stronghold LLC may be subject to significant income, withholding and other tax obligations in the United States and may become subject to taxation in numerous additional state, local and non-U.S. jurisdictions with respect to income, operations and subsidiaries related to those jurisdictions. Our and Stronghold LLC’s after-tax profitability and financial results could be subject to volatility or be affected by numerous factors, including (a) the availability of tax deductions, credits, exemptions, refunds and other benefits to reduce tax liabilities, (b) changes in the valuation of deferred tax assets and liabilities, if any, (c) the expected timing and amount of the release of any tax valuation allowances, (d) the tax treatment of stock-based compensation, (e) changes in the relative amount of earnings subject to tax in the various jurisdictions, (f) the potential business expansion into, or otherwise becoming subject to tax in, additional jurisdictions, (g) changes to existing intercompany structure (and any costs related thereto) and business operations, (h) the extent of intercompany transactions and the extent to which taxing authorities in relevant jurisdictions respect those intercompany transactions and (i) the ability to structure business operations in an efficient and competitive manner. Outcomes from audits or examinations by taxing authorities could have an adverse effect on our or Stronghold LLC’s after-tax profitability and financial condition. Additionally, the IRS and several foreign tax authorities have increasingly focused attention on intercompany transfer pricing with respect to sales of products and services and the use of intangibles. Tax authorities could disagree with our or Stronghold LLC’s intercompany charges, cross-jurisdictional

transfer pricing or other matters and assess additional taxes. If we or Stronghold LLC, as applicable, do not prevail in any such disagreements, our profitability may be adversely affected.

Our or Stronghold LLC's after-tax profitability and financial results may also be adversely affected by changes in relevant tax laws and tax rates, treaties, regulations, administrative practices and principles, judicial decisions and interpretations thereof, in each case, possibly with retroactive effect.

### **Risks Relating to Us and our Organizational Structure**

***Q Power owns the majority of our voting stock and will have the right to appoint a majority of our board members, and its interests may conflict with those of other stockholders.***

Q Power owns the majority of our voting stock and will initially appoint the majority of our board of directors. Upon completion of this offering and taking into account the Preferred Stock Conversion, Q Power and its affiliates will own approximately % of our voting stock (or approximately % if the underwriters' option to purchase additional shares is exercised in full), assuming no purchases by any of our affiliates in our directed share program. As a result, we expect to be a controlled company within the meaning of Nasdaq corporate governance standards and, subject to certain approval rights of holders of our preferred stock included in our amended and restated certificate of incorporation, Q Power will be able to substantially influence matters requiring our stockholder or board approval, including the election of directors, approval of any potential acquisition of us, changes to our organizational documents and significant corporate transactions, and certain decisions we make as the managing member of Stronghold LLC. This concentration of ownership makes it unlikely that any other holder or group of holders of our common stock or preferred stock will be able to affect the way we and Stronghold LLC are managed or the direction of our business. The interests of Q Power with respect to matters potentially or actually involving or affecting us, such as future acquisitions, financings and other corporate opportunities and attempts to acquire us, may conflict with the interests of our other stockholders.

For example, Q Power may have different tax positions from us, especially in light of the Tax Receivable Agreement, that could influence its decisions regarding whether and when to support the disposition of assets, the incurrence or refinancing of new or existing indebtedness, the timing or amount of distributions by Stronghold LLC, or the termination of the Tax Receivable Agreement and acceleration of our obligations thereunder. In addition, the determination of future tax reporting positions, the structuring of future transactions and the handling of any challenge by any taxing authority to our tax reporting positions may take into consideration tax or other considerations of Q Power, including the effect of such positions on our obligations under the Tax Receivable Agreement and with respect to the amount of tax distributions, which may differ from the considerations of us or other stockholders. These decisions could adversely affect our liquidity or financial condition.

***We are a holding company whose sole material asset is our equity interests in Stronghold LLC; accordingly, we will be dependent upon distributions from Stronghold LLC to pay taxes, make payments under the Tax Receivable Agreement and cover our corporate and other overhead expenses.***

We are a holding company and we have no material assets other than our equity interests in Stronghold LLC and no independent means of generating revenue or cash flow. To the extent Stronghold LLC has available cash and subject to the terms of any current or future debt instruments, the Stronghold LLC Agreement requires Stronghold LLC to make *pro rata* cash distributions to holders of Stronghold LLC Units, in an amount sufficient to allow us to pay our taxes and to make payments under the Tax Receivable Agreement. We generally expect Stronghold LLC to fund such distributions out of available cash, and if payments under the Tax Receivable Agreement are accelerated, we generally expect to fund such accelerated payment out of the proceeds of the change of control transaction giving rise to such acceleration. When Stronghold LLC makes regular distributions, the holders of Stronghold LLC Units are entitled to receive proportionate distributions based on their interests in Stronghold LLC at the time of such distribution. In addition, the Stronghold LLC Agreement requires Stronghold LLC to make non-*pro rata* payments to us to reimburse us for our corporate and other overhead expenses, which payments are not treated as distributions under the Stronghold LLC Agreement. To the extent that we need funds and Stronghold LLC or its subsidiaries do not have sufficient funds, or are restricted from making such distributions or payments under applicable law or regulation or under the terms of any current or future financing arrangements, or are otherwise unable to provide such funds, our liquidity and financial condition could be materially adversely affected.

Moreover, because we will have no independent means of generating revenue, our ability to make tax payments and payments under the Tax Receivable Agreement is dependent on the ability of Stronghold LLC to make distributions to us in an amount sufficient to cover our tax obligations and obligations under the Tax Receivable Agreement. This ability, in turn, may depend on the ability of Stronghold LLC's subsidiaries to make distributions to it. The ability of Stronghold LLC, its subsidiaries and other entities in which it directly or indirectly holds an equity interest to make such distributions will be subject to, among other things, (i) the applicable provisions of Delaware law (or other applicable jurisdiction) that may limit the amount of funds available for distribution and (ii) restrictions in relevant debt instruments issued by Stronghold LLC or its subsidiaries and other entities in which it directly or indirectly holds an equity interest. To the extent that we are unable to make payments under the Tax Receivable Agreement for any reason, such payments will be deferred and will accrue interest until paid.

***We are required to make payments under the Tax Receivable Agreement for certain tax benefits that we may receive or be deemed to receive, and the amounts of such payments could be significant.***

We entered into a Tax Receivable Agreement on April 1, 2021 with Q Power and an agent named by Q Power. This agreement generally provides for the payment by us to Q Power (or its permitted assignees) of 85% of the net cash savings, if any, in U.S. federal, state and local income tax and franchise tax (computed using simplifying assumptions to address the impact of state and local taxes) that we actually realize (or are deemed to realize in certain circumstances) as a result of certain increases in tax basis available to us as a result of this or prior offerings, the acquisition of Stronghold LLC Units pursuant to an exercise of the Redemption Right or the Call Right and payments under the Tax Receivable Agreement, and certain benefits attributable to imputed interest. We will retain the remaining net cash savings, if any.

The term of the Tax Receivable Agreement commenced on April 1, 2021 and will continue until all tax benefits that are subject to the Tax Receivable Agreement have been utilized or expired, and all required payments are made, unless we exercise our right to terminate the Tax Receivable Agreement (or the Tax Receivable Agreement is terminated due to other circumstances, including our breach of a material obligation thereunder or certain mergers or other changes of control), in which case we will make the termination payment specified in the Tax Receivable Agreement. In addition, payments we make under the Tax Receivable Agreement will be increased by any interest accrued from the due date (without extensions) of the corresponding tax return. In the event that the Tax Receivable Agreement is not terminated early, the payments under the Tax Receivable Agreement are anticipated to continue for at least years after the date of the last redemption of Stronghold LLC Units.

The payment obligations under the Tax Receivable Agreement are our obligations and not obligations of Stronghold LLC, and we expect that the payments we will be required to make under the Tax Receivable Agreement will be substantial. Estimating the amount and timing of our realization of tax benefits subject to the Tax Receivable Agreement is by its nature imprecise. The actual increases in tax basis covered by the Tax Receivable Agreement, as well as the amount and timing of our ability to use any deductions (or decreases in gain or increases in loss) arising from such increases in tax basis, are dependent upon future events, including but not limited to the timing of redemptions of Stronghold LLC Units, the value of our common stock at the time of each redemption, the extent to which such redemptions are taxable transactions, the amount of the redeeming member's tax basis in its Stronghold LLC Units at the time of the relevant redemption, the depreciation and amortization periods that apply to the increase in tax basis, the amount, character, and timing of taxable income we generate in the future, the timing and amount of any earlier payments that we may have made under the Tax Receivable Agreement, the U.S. federal income tax rate then applicable, and the portion of our payments under the Tax Receivable Agreement that constitute imputed interest or give rise to depreciable or amortizable tax basis. Accordingly, estimating the amount and timing of payments that may become due under the Tax Receivable Agreement is also by its nature imprecise. For purposes of the Tax Receivable Agreement, net cash savings in tax generally are calculated by comparing our actual tax liability (determined by using the actual applicable U.S. federal income tax rate and an assumed combined state and local income tax rate) to the amount we would have been required to pay had we not been able to utilize any of the tax benefits subject to the Tax Receivable Agreement. Thus, the amount and timing of any payments under the Tax Receivable Agreement are also dependent upon significant future events, including those noted above in respect of estimating the amount and timing of our realization of tax benefits. Any distributions made by Stronghold LLC to us to enable us to make payments under the Tax Receivable Agreement, as well as any corresponding *pro rata* distributions made to the other holders of Stronghold LLC Units, could have an adverse impact on our liquidity.

Payments under the Tax Receivable Agreement are not conditioned upon a holder of rights under the Tax Receivable Agreement having an ownership interest in us or Stronghold LLC. In addition, certain rights of the holders of Stronghold LLC Units (including the right to receive payments) under the Tax Receivable Agreement are transferable in connection with transfers permitted under the Stronghold LLC Agreement of the corresponding Stronghold LLC Units or after the corresponding Stronghold LLC Units have been acquired pursuant to the Redemption Right or Call Right. For additional information regarding the Tax Receivable Agreement, see “Certain Relationships and Related Party Transactions—Tax Receivable Agreement.”

***In certain cases, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, we realize in respect of the tax attributes subject to the Tax Receivable Agreement.***

If we experience a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations, but generally would not include an initial public offering or combination with a special purpose acquisition company (a “SPAC”)) or the Tax Receivable Agreement terminates early (at our election or as a result of our breach), we would be required to make an immediate payment equal to the present value of the future payments we would be required to make if we realized deemed tax savings pursuant to the Tax Receivable Agreement (determined by applying a discount rate equal to one-year LIBOR (or an agreed successor rate, if applicable) plus 100 basis points, and using numerous assumptions to determine deemed tax savings) and such early termination payment is expected to be substantial and may exceed the future tax benefits realized by Stronghold Inc. The calculation of such future payments will be based upon certain assumptions and deemed events set forth in the Tax Receivable Agreement, including (i) that we have sufficient taxable income on a current basis to fully utilize the tax benefits covered by the Tax Receivable Agreement, and (ii) that any Stronghold LLC Units (other than those held by us) outstanding on the termination date or change of control date, as applicable, are deemed to be redeemed on such date. Any early termination payment may be made significantly in advance of, and may materially exceed, the actual realization, if any, of the future tax benefits to which the early termination payment relates.

If we experience a change of control (as defined under the Tax Receivable Agreement) or the Tax Receivable Agreement otherwise terminates early (at our election or as a result of our breach), our obligations under the Tax Receivable Agreement could have a substantial negative impact on our liquidity and could have the effect of delaying, deferring or preventing certain mergers, asset sales, or other forms of business combinations or changes of control. For example, if the Tax Receivable Agreement were terminated immediately after this offering, the estimated early termination payment would, in the aggregate, be approximately \$        million (calculated using a discount rate equal to one-year LIBOR (or an agreed successor rate, if applicable) plus 100 basis points, applied against an undiscounted liability of approximately \$        million calculated based on certain assumptions, including but not limited to a \$        per share trading price, a 21% U.S. federal corporate income tax rate and estimated applicable state and local income tax rates, no material change in U.S. federal income tax law, and that Stronghold Inc. will have sufficient taxable income on a current basis to utilize such estimated tax benefits). The foregoing number is merely an estimate for illustrative purposes, and the actual payment could differ materially. If our obligation to make payments under the Tax Receivable Agreement is accelerated as a result of a change of control, we generally expect the accelerated payments due under the Tax Receivable Agreement to be funded out of the proceeds of the change of control transaction giving rise to such acceleration. However, we may be required to fund such payment from other sources, and as a result, any early termination of the Tax Receivable Agreement could have a substantial negative impact on our liquidity. We do not currently expect to cause an acceleration due to our breach, and we do not currently expect that we will elect to terminate the Tax Receivable Agreement early, except in cases where the early termination payment would not be material. There can be no assurance that we will be able to meet our obligations under the Tax Receivable Agreement.

Please read “Certain Relationships and Related Party Transactions—Tax Receivable Agreement.”

***If our payment obligations under the Tax Receivable Agreement are accelerated upon certain mergers, other forms of business combinations or other changes of control, the consideration payable to holders of our common stock could be substantially reduced.***

If we experience a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations, but generally would not include an initial public offering or a combination with a SPAC), then our obligations under the Tax Receivable Agreement would be based upon certain assumptions and deemed events set forth in the Tax Receivable Agreement, and in such situations, payments under the Tax Receivable Agreement may be significantly in advance of, and may materially exceed, the actual realization, if any, of the future tax benefits to which the payment relates. As a result of our payment obligations under the Tax Receivable Agreement, holders of our common stock could receive substantially less consideration in connection with a change of control transaction than they would receive in the absence of such obligation. Further, our payment obligations under the Tax Receivable Agreement are not conditioned upon holders of Stronghold LLC Units having a continued interest in us or Stronghold LLC. Accordingly, the interests of the holders of Stronghold LLC Units may conflict with those of the holders of our common stock.

***We will not be reimbursed for any payments made under the Tax Receivable Agreement in the event that any tax benefits are subsequently disallowed.***

Payments under the Tax Receivable Agreement will be based on the tax reporting positions that we will determine, and the IRS or another tax authority may challenge all or part of the tax basis increases upon which payment under the Tax Receivable Agreement are based, as well as other related tax positions we take, and a court could sustain such challenge. The holders of Stronghold LLC Units will not reimburse us for any payments previously made under the Tax Receivable Agreement if any tax benefits that have given rise to payments under the Tax Receivable Agreement are subsequently disallowed, except that excess payments made to any holder of Stronghold LLC Units will be netted against future payments that would otherwise be made to such holder of Stronghold LLC Units, if any, after our determination of such excess (which determination may be made a number of years following the initial payment and after future payments have been made). As a result, in such circumstances, we could make payments that are much greater than our actual cash tax savings, if any, and may not be able to recoup those payments, which could materially adversely affect our liquidity.

***If Stronghold LLC were to become a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes, we and Stronghold LLC might be subject to potentially significant tax inefficiencies, and we would not be able to recover payments previously made by us under the Tax Receivable Agreement even if the corresponding tax benefits were subsequently determined to have been unavailable due to such status.***

We intend to operate such that Stronghold LLC does not become a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes. A “publicly traded partnership” is a partnership the interests of which are traded on an established securities market or are readily tradable on a secondary market or the substantial equivalent thereof. Under certain circumstances, redemptions of Stronghold LLC Units pursuant to the Redemption Right (or the Call Right) or other transfers of Stronghold LLC Units could cause Stronghold LLC to be treated as a publicly traded partnership. Applicable U.S. Treasury regulations provide for certain safe harbors from treatment as a publicly traded partnership, and we intend to operate such that redemptions or other transfers of Stronghold LLC Units qualify for one or more such safe harbors. For example, we intend to limit the number of holders of Stronghold LLC Units, and the Stronghold LLC Agreement provides for limitations on the ability of holders of Stronghold LLC Units to transfer their Stronghold LLC Units and provides us, as the managing member of Stronghold LLC, with the right to impose restrictions (in addition to those already in place) on the ability of holders of Stronghold LLC Units to redeem their Stronghold LLC Units pursuant to the Redemption Right (or Call Right) to the extent we believe it is necessary to ensure that Stronghold LLC will continue to be treated as a partnership for U.S. federal income tax purposes.

If Stronghold LLC were to become a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes, significant tax inefficiencies might result for us and Stronghold LLC, including as a result of our inability to file a consolidated U.S. federal income tax return with Stronghold LLC. In such case, we might not be able to realize tax benefits covered under the Tax Receivable Agreement, and we would not be able to recover any payments we previously made under the Tax Receivable Agreement, even if the corresponding tax benefits

(including any claimed increase in the tax basis of Stronghold LLC's assets) were subsequently determined to have been unavailable.

***Unanticipated changes in effective tax rates or adverse outcomes resulting from examination of our income or other tax returns could adversely affect our results of operations and financial condition.***

We may be subject to taxes by the U.S. federal, state, and local tax authorities and our future effective tax rates could be subject to volatility or adversely affected by a number of factors, including:

- changes in the valuation of our deferred tax assets and liabilities;
- expected timing and amount of the release of any tax valuation allowances;
- tax effects of stock-based compensation; or
- changes in tax laws, regulations or interpretations thereof.

In addition, we may be subject to audits of our income, sales and other transaction taxes by U.S. federal, state, and local taxing authorities. Outcomes from these audits could have an adverse effect on our operating results and financial condition.

***We expect to be a “controlled company” within the meaning of Nasdaq rules and, as a result, will qualify for exemptions from certain corporate governance requirements. As a result, you do not have the same protections afforded to stockholders of companies that are not exempt from such corporate governance requirements.***

Upon completion of this offering, Q Power and its affiliates will continue to collectively hold more than 50% of the voting power for the election of directors of our company. As a result, we expect to be a controlled company within the meaning of Nasdaq corporate governance standards. Under Nasdaq rules, a company of which more than 50% of the voting power is held by an individual, company or group of persons acting together is a controlled company and may elect not to comply with certain Nasdaq corporate governance requirements, including the requirements that:

- a majority of the Board consist of independent directors under Nasdaq rules;
- the nominating and governance committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
- the compensation committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities.

These requirements will not apply to us as long as we remain a controlled company. Following this offering, we may utilize some or all of these exemptions. Accordingly, you may not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of Nasdaq. See “Management—Controlled Company Status.”

#### **Risks Related to this Offering and Our Class A Common Stock**

***The requirements of being a public company, including compliance with the reporting requirements of the Exchange Act, and the requirements of the Sarbanes-Oxley Act, may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner.***

As a public company, we will need to comply with new laws, regulations and requirements, certain corporate governance provisions of the Sarbanes-Oxley Act of 2002, related regulations of the SEC and the requirements of Nasdaq, with which we are not required to comply as a private company. Complying with these statutes, regulations



and requirements will occupy a significant amount of time of our board of directors and management and will significantly increase our costs and expenses. We will need to:

- institute a more comprehensive compliance function;
- comply with rules promulgated by Nasdaq;
- prepare and distribute periodic public reports in compliance with our obligations under the federal securities laws;
- accurately implement and interpret GAAP;
- establish new internal policies, such as those relating to insider trading; and
- involve and retain to a greater degree outside counsel and accountants in the above activities.

Upon becoming a public company, we will be required to comply with the SEC's rules implementing Sections 302 and 404 of the Sarbanes-Oxley Act, which will require management to certify financial and other information in our quarterly and annual reports and provide an annual management report on the effectiveness of internal controls over financial reporting. Although we will be required to disclose changes made in our internal controls and procedures on a quarterly basis, we will not be required to make our first annual assessment of our internal controls over financial reporting pursuant to Section 404 until the year following our first annual report required to be filed with the SEC. Additionally, we are not required to have our independent registered public accounting firm attest to the effectiveness of our internal controls until our first annual report subsequent to our ceasing to be an "emerging growth company" within the meaning of Section 2(a)(19) of the Securities Act. Accordingly, we may not be required to have our independent registered public accounting firm attest to the effectiveness of our internal controls until as late as our annual report for the fiscal year ending December 31, 2026. Once it is required to do so, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are documented, designed, operated or reviewed. Compliance with these requirements may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner.

In addition, we expect that being a public company subject to these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as executive officers. We are currently evaluating these rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

***If we experience any material weaknesses in the future or otherwise fail to develop or maintain an effective system of internal controls in the future, we may not be able to accurately report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our Class A common stock.***

Effective internal controls are necessary for us to provide reliable financial reports, prevent fraud and operate successfully as a public company. If we cannot provide reliable financial reports or prevent fraud, our reputation and operating results would be harmed. As a result of being a public company, we will be required, under Section 404 of the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting beginning in the year following our first annual report required to be filed with the SEC. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. We will take steps to improve control processes as appropriate, validate through testing that controls are functioning as documented, and implement a continuous reporting and improvement process for our internal control over financial reporting. If we identify one or more material weaknesses in our internal control over financial reporting during the evaluation and testing process, we may be unable to conclude that our internal controls are effective.

Additionally, when we cease to be an “emerging growth company” under the federal securities laws, our independent registered public accounting firm may be required to express an opinion on the effectiveness of our internal controls. If we are unable to confirm that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an unqualified opinion on the effectiveness of our internal controls, we could lose investor confidence in the accuracy and completeness of our financial reports, which could cause the price of our Class A common stock to decline.

***The initial public offering price of our Class A common stock may not be indicative of the market price of our Class A common stock after this offering. In addition, an active, liquid and orderly trading market for our Class A common stock may not develop or be maintained, and our stock price may be volatile.***

Prior to this offering, our Class A common stock was not traded on any market. An active, liquid and orderly trading market for our Class A common stock may not develop or be maintained after this offering. Active, liquid and orderly trading markets usually result in less price volatility and more efficiency in carrying out investors’ purchase and sale orders. The market price of our Class A common stock could vary significantly as a result of a number of factors, some of which are beyond our control. In the event of a drop in the market price of our Class A common stock, you could lose a substantial part or all of your investment in our Class A common stock. The initial public offering price will be negotiated between us and representatives of the underwriters, based on numerous factors which we discuss in “Underwriting,” and may not be indicative of the market price of our Class A common stock after this offering. Consequently, you may not be able to sell shares of our Class A common stock at prices equal to or greater than the price paid by you in this offering.

The following factors could affect our stock price:

- quarterly variations in our financial and operating results;
- the public reaction to our press releases, our other public announcements and our filings with the SEC;
- strategic actions by our competitors;
- changes in revenue or earnings estimates, or changes in recommendations or withdrawal of research coverage, by equity research analysts;
- failure to obtain additional plants or miners;
- the failure of our operating results to meet the expectations of equity research analysts and investors;
- the failure of research analysts to cover our Class A common stock;
- sales of our Class A common stock by us or other stockholders, or the perception that such sales may occur;
- changes in accounting principles, policies, guidance, interpretations or standards;
- additions or departures of key management personnel;
- general market conditions, including fluctuations in commodity prices or price of Bitcoins and other crypto assets;
- regulatory changes or actions may alter the nature of an investment in us or our business;
- domestic and international economic, legal and regulatory factors unrelated to our performance; and
- the realization of any risks described under this “Risk Factors” section.

The stock markets in general have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our

Class A common stock. Securities class action litigation has often been instituted against companies following periods of volatility in the overall market and in the market price of a company's securities. Such litigation, if instituted against us, could result in very substantial costs, divert our management's attention and resources and materially harm our business, operating results and financial condition.

***The Legacy Owners will own a significant amount of our voting stock, and their interests may conflict with those of our other stockholders.***

Upon completion of this offering and taking into account the Preferred Stock Conversion, the Legacy Owners, including Q Power, will own approximately \_\_\_\_\_ % of our voting stock (or approximately \_\_\_\_\_ % if the underwriters' option to purchase additional shares is exercised in full), assuming no purchases by any of our affiliates in our directed share program. As a result, the Legacy Owners may be able to influence matters requiring stockholder approval, including the election of directors, approval of any potential acquisition of us, changes to our organizational documents and significant corporate transactions. This concentration of ownership makes it unlikely that any other holder or group of holders of our Class A common stock will be able to affect the way we are managed or the direction of our business. The interests of the Legacy Owners with respect to matters potentially or actually involving or affecting us, such as future acquisitions, financings and other corporate opportunities and attempts to acquire us, may conflict with the interests of our other stockholders.

For example, certain of the Legacy Owners may have different tax positions from us, especially in light of the Tax Receivable Agreement, that could influence their decisions regarding whether and when to support the disposition of assets, the incurrence or refinancing of new or existing indebtedness, or the termination of the Tax Receivable Agreement and acceleration of our obligations thereunder. In addition, the determination of future tax reporting positions, the structuring of future transactions and the handling of any challenge by any taxing authority to our tax reporting positions may take into consideration the Legacy Owners' tax or other considerations which may differ from the considerations of us or our other stockholders. Please read "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."

***Certain of our executive officers and directors have significant duties with, and spend significant time serving, entities that may compete with us in seeking business opportunities and, accordingly, may have conflicts of interest in allocating time or pursuing business opportunities.***

Certain of our executive officers and directors, who are responsible for managing the direction of our operations, hold positions of responsibility with other entities (including affiliated entities). These executive officers and directors may become aware of business opportunities that may be appropriate for presentation to us as well as to the other entities with which they are or may become affiliated. Due to these existing and potential future affiliations, they may present potential business opportunities to other entities prior to presenting them to us, which could cause additional conflicts of interest. They may also decide that certain opportunities are more appropriate for other entities with which they are affiliated, and as a result, they may elect not to present those opportunities to us. These conflicts may not be resolved in our favor. For additional discussion of our management's business affiliations and the potential conflicts of interest of which our stockholders should be aware, see "Certain Relationships and Related Party Transactions."

***Our amended and restated certificate of incorporation and bylaws, as well as Delaware law, contain provisions that could discourage acquisition bids or merger proposals, which may adversely affect the market price of our Class A common stock and could deprive our investors of the opportunity to receive a premium for their shares.***

Our amended and restated certificate of incorporation authorizes our board of directors to issue preferred stock without stockholder approval in one or more series, designate the number of shares constituting any series, and fix the rights, preferences, privileges and restrictions thereof, including dividend rights, voting rights, rights and terms of redemption, redemption price or prices and liquidation preferences of such series. If our board of directors elects to issue preferred stock, it could be more difficult for a third party to acquire us. In addition, some provisions of our

amended and restated certificate of incorporation and bylaws could make it more difficult for a third party to acquire control of us, even if the change of control would be beneficial to our stockholders. These provisions include:

- providing that all vacancies, including newly created directorships, may, except as otherwise required by law or, if applicable, the rights of holders of a series of preferred stock, only be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum;
- permitting special meetings of our stockholders to be called only by our Chief Executive Officer, the chairman (or any co-chairman) of our board of directors, the President or by a majority of the board of directors, or by a majority of the executive committee (if any), called by the chairman (or any co-chairman) of our board of directors, by our Chief Executive Officer, the President or the Secretary upon written request, in each case with written notice stating the purposes of such meeting, delivered to such office and signed by the holder(s) of at least twenty-five percent (25%) of the issued and outstanding stock entitled to vote at such meeting;
- prohibiting cumulative voting in the election of directors;
- providing that the board of directors is expressly authorized to adopt, or to alter or repeal our bylaws.

In addition, certain change of control events have the effect of accelerating the payment due under the Tax Receivable Agreement, which could be substantial and accordingly serve as a disincentive to a potential acquirer of our company. Please see “—Risks Relating to Us and our Organizational Structure—In certain cases, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, we realize in respect of the tax attributes subject to the Tax Receivable Agreement.”

***Investors in this offering will experience immediate and substantial dilution of \$ \_\_\_\_\_ per share.***

Based on the initial public offering price of \$ \_\_\_\_\_ per share (the midpoint of the range set forth on the cover of this prospectus), purchasers of our Class A common stock in this offering will experience an immediate and substantial dilution of \$ \_\_\_\_\_ per share in the as adjusted net tangible book value per share of Class A common stock from the initial public offering price, and our pro forma as adjusted net tangible book value as of June 30, 2021 after giving effect to this offering would be \$ \_\_\_\_\_ per share. If the initial public offering price were to increase or decrease by \$1.00 per share, then dilution in pro forma as adjusted net tangible book value per share to new investors in this offering would equal \$ \_\_\_\_\_ or \$ \_\_\_\_\_, respectively. This dilution is due to, among other things, earlier investors having paid less than the initial public offering price when they purchased their shares. See “Dilution.”

***We do not intend to pay cash dividends on our Class A common stock. Consequently, your only opportunity to achieve a return on your investment is if the price of our Class A common stock appreciates.***

We do not plan to declare cash dividends on shares of our Class A common stock in the foreseeable future. Any future credit agreements or financing arrangements may also contain restrictions on our ability to pay cash dividends. Consequently, your only opportunity, while such dividend restrictions remain in place, to achieve a return on your investment in us may be to sell your Class A common stock at a price greater than you paid for it. There is no guarantee that the price of our Class A common stock that will prevail in the market will ever exceed the price that you pay in this offering.

***Future sales of our Class A common stock in the public market, or the perception that such sales may occur, could reduce our stock price, and any additional capital raised by us through the sale of equity or convertible securities may dilute your ownership in us.***

We may sell additional shares of Class A common stock in subsequent public offerings. We may also issue additional shares of Class A common stock or convertible securities. After the completion of this offering and taking into account the Preferred Stock Conversion, we will have \_\_\_\_\_ outstanding shares of Class A common stock (or \_\_\_\_\_ shares of Class A common stock if the underwriters’ option to purchase additional shares is exercised in full). This number includes \_\_\_\_\_ shares of Class A common stock that may be issued as part of the Preferred Stock Conversion, \_\_\_\_\_ shares that we are selling in this offering, and \_\_\_\_\_ shares that we may sell in this

offering if the underwriters' option to purchase additional shares is fully exercised, which may be resold immediately in the public market. Following the completion of this offering, and assuming full exercise of the underwriters' option to purchase additional shares, the Legacy Owners, including Q Power, will own \_\_\_\_\_ shares of our Class A common stock and \_\_\_\_\_ shares of our Class V common stock, or approximately \_\_\_\_\_ of our total voting stock outstanding.

In connection with this offering, we intend to file a registration statement with the SEC on Form S-8 providing for the registration of shares of our Class A common stock issued or reserved for issuance under our long term incentive plan. Subject to the satisfaction of vesting conditions, the expiration of lock-up agreements and the requirements of Rule 144, shares registered under the registration statement on Form S-8 may be made available for resale immediately in the public market without restriction.

We cannot predict the size of future issuances of our Class A common stock or securities convertible into Class A common stock or the effect, if any, that future issuances and sales of shares of our Class A common stock will have on the market price of our Class A common stock. Sales of substantial amounts of our Class A common stock (including shares issued in connection with an acquisition), or the perception that such sales could occur, may adversely affect prevailing market prices of our Class A common stock.

***The underwriters of this offering may waive or release parties to the lock-up agreements entered into in connection with this offering, which could adversely affect the price of our Class A common stock.***

We, all of our directors that will own equity in us following the completion of this offering, all of our executive officers and certain of the Legacy Owners have entered or will enter into lock-up agreements pursuant to which we and they will be subject to certain restrictions with respect to the sale or other disposition of our Class A common stock for a period of 180 days following the date of this prospectus. The underwriters, at any time and without notice, may release all or any portion of the Class A common stock subject to the foregoing lock-up agreements. See "Underwriting" for more information on these agreements. If the restrictions under the lock-up agreements are waived, then the Class A common stock, subject to compliance with the Securities Act or exceptions therefrom, will be available for sale into the public markets, which could cause the market price of our Class A common stock to decline and impair our ability to raise capital.

***We may issue preferred stock whose terms could adversely affect the voting power or value of our Class A common stock.***

Our amended and restated certificate of incorporation authorizes us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having such designations, preferences, limitations and relative rights, including preferences over our Class A common stock respecting dividends and distributions, as our board of directors may determine. The terms of one or more classes or series of preferred stock could adversely impact the voting power or value of our Class A common stock. For example, we might grant holders of preferred stock the right to elect some number of our directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences we might assign to holders of preferred stock could affect the residual value of the Class A common stock.

***For as long as we are an emerging growth company, we will not be required to comply with certain reporting requirements, including those relating to accounting standards and disclosure about our executive compensation, that apply to other public companies.***

We are classified as an "emerging growth company" under the JOBS Act. For as long as we are an emerging growth company, which may be up to five full fiscal years, unlike other public companies, we will not be required to, among other things: (i) provide an auditor's attestation report on management's assessment of the effectiveness of our system of internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act; (ii) comply with any new requirements adopted by the PCAOB requiring mandatory audit firm rotation or a supplement to the auditor's report in which the auditor would be required to provide additional information about the audit and the financial statements of the issuer; (iii) provide certain disclosures regarding executive compensation required of larger public companies; or (iv) hold nonbinding advisory votes on executive compensation. We will remain an emerging growth company for up to five years, although we will lose that status sooner if we have more than \$1.07

billion of revenues in a fiscal year, have more than \$700.0 million in market value of our Class A common stock held by non-affiliates, or issue more than \$1.0 billion of non-convertible debt over a three-year period.

To the extent that we rely on any of the exemptions available to emerging growth companies, you will receive less information about our executive compensation and internal control over financial reporting than issuers that are not emerging growth companies. Additionally, we intend to take advantage of the extended transition periods for the adoption of new or revised financial accounting standards under the JOBS Act until we are no longer an emerging growth company. Our election to use the transition periods permitted by this election may make it difficult to compare our financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the extended transition periods permitted under the JOBS Act and who will comply with new or revised financial accounting standards.

Additionally, we are a “smaller reporting company” as defined in Item 10(f)(1) of Regulation S-K. Smaller reporting companies may take advantage of certain reduced disclosure obligations, including, among other things, providing only two years of audited financial statements. We will remain a smaller reporting company until the last day of the fiscal year in which (1) the market value of our common stock held by non-affiliates equals or exceeds \$250 million as of the end of that fiscal year’s second fiscal quarter, and (2) our annual revenues exceeded \$100 million during such completed fiscal year and the market value of our common stock held by non-affiliates exceeds \$700 million as of the end of that fiscal year’s second fiscal quarter. To the extent we take advantage of such reduced disclosure obligations, it may also make comparison of our financial statements with other public companies difficult or impossible.

If some investors find our Class A common stock to be less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may be more volatile.

***If securities or industry analysts do not publish research or reports about our business, if they adversely change their recommendations regarding our Class A common stock or if our operating results do not meet their expectations, our stock price could decline.***

The trading market for our Class A common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. Moreover, if one or more of the analysts who cover our company downgrades our Class A common stock or if our operating results do not meet their expectations, our stock price could decline.

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

The information in this prospectus includes “forward-looking statements.” All statements, other than statements of historical fact included in this prospectus, regarding our strategy, future operations, financial position, estimated revenues and losses, projected costs, prospects, plans and objectives of management are forward-looking statements. When used in this prospectus, the words “could,” “believe,” “anticipate,” “intend,” “estimate,” “expect,” “project” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. These forward-looking statements are based on our current expectations and assumptions about future events and are based on currently available information as to the outcome and timing of future events. When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements described under the heading “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business” included in this prospectus. These forward-looking statements are based on management’s current belief, based on currently available information, as to the outcome and timing of future events.

Forward-looking statements may include statements about:

- the hybrid nature of our business model, which is highly dependent on the price of Bitcoin;
- our dependence on the level of demand and financial performance of the crypto asset industry;
- our ability to manage growth, business, financial results and results of operations;
- uncertainty regarding our evolving business model;
- our ability to raise capital to fund business growth;
- our ability to retain management and key personnel;
- our ability to enter into purchase agreements and acquisitions;
- our ability to maintain our relationships with our third party brokers and our dependence on their performance;
- public health crises, epidemics, and pandemics such as the COVID-19 pandemic;
- our ability to procure crypto asset mining equipment from foreign-based suppliers;
- developments and changes in laws and regulations, including increased regulation of the crypto asset industry through legislative action and revised rules and standards applied by The Financial Crimes Enforcement Network under the authority of the U.S. Bank Secrecy Act and the Investment Company Act;
- the future acceptance and/or widespread use of, and demand for, Bitcoin and other crypto assets;
- our ability to respond to price fluctuations and rapidly changing technology;
- our ability to operate our coal refuse power generation facilities as planned;
- our ability to avail ourselves of tax credits for the clean-up of coal refuse piles; and
- legislative or regulatory changes, and liability under, or any future inability to comply with, existing or future energy regulations or requirements.

We caution you that these forward-looking statements are subject to all of the risks and uncertainties, most of which are difficult to predict and many of which are beyond our control. These risks include, but are not limited to, decline in demand for our products and services, the seasonality and volatility of the crypto asset industry, our acquisition strategies, the inability to comply with developments and changes in regulation, cash flow and access to capital, maintenance of third party relationships, the COVID-19 pandemic and the other risks described under “Risk Factors” in this prospectus.

Should one or more of the risks or uncertainties described in this prospectus occur, or should underlying assumptions prove incorrect, our actual results and plans could differ materially from those expressed in any forward-looking statements.

All forward-looking statements, expressed or implied, included in this prospectus are expressly qualified in their entirety by this cautionary statement. This cautionary statement should also be considered in connection with any subsequent written or oral forward-looking statements that we or persons acting on our behalf may issue.

Any forward-looking statement that we make in this prospectus speaks only as of the date of such statement. Except as otherwise required by applicable law, we disclaim any duty to update any forward-looking statements, all of which are expressly qualified by the statements in this section, to reflect events or circumstances after the date of this prospectus.



## USE OF PROCEEDS

We expect to receive net proceeds from this offering of approximately \$ \_\_\_\_\_ million, assuming an initial public offering price of \$ \_\_\_\_\_ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses of approximately \$ \_\_\_\_\_ million, in the aggregate. If the underwriters exercise in full their option to purchase additional shares of Class A common stock, we expect to receive approximately \$ \_\_\_\_\_ million of net proceeds.

We intend to contribute all of the net proceeds from this offering to Stronghold LLC in exchange for Stronghold LLC Units. Stronghold LLC will use the net proceeds for general corporate purposes, including for acquisitions of miners and power generating assets and to pay the expenses of this offering.

A \$1.00 increase or decrease in the assumed initial public offering price of \$ \_\_\_\_\_ per share would cause the net proceeds from this offering, after deducting the underwriting discounts and commissions and estimated offering expenses received by us, to increase or decrease, respectively, by approximately \$ \_\_\_\_\_ million, assuming the number of shares offered by us as set forth on the cover page of this prospectus remains the same. An increase or decrease of \_\_\_\_\_ shares offered by us at an assumed offering price of \$ \_\_\_\_\_ per share would cause the net proceeds from this offering after deducting the underwriting discounts and commissions and estimated offering expenses received by us to increase or decrease, respectively, by approximately \$ \_\_\_\_\_ million. Any increase or decrease in proceeds due to a change in the initial public offering price or number of shares issued would increase or decrease, respectively, the amount of net proceeds contributed to Stronghold LLC to be used by it for acquisitions and general corporate purposes.

If the proceeds increase due to a higher initial public offering price or due to the issuance of additional shares by us, we would contribute the additional net proceeds received by us to Stronghold LLC in exchange for Stronghold LLC Units. Stronghold LLC intends to use the additional net proceeds for general corporate purposes. If the proceeds decrease due to a lower initial public offering price or a decrease in the number of shares issued by us, then we would decrease the amount of net proceeds contributed to Stronghold LLC and Stronghold LLC would reduce by a corresponding amount the net proceeds directed for general corporate purposes.

## DIVIDEND POLICY

We have never paid any cash dividends on our Class A common stock. Holders of our Class V common stock are not entitled to participate in any dividends declared by our board of directors. Our future dividend policy is within the discretion of our board of directors and will depend upon then-existing conditions, including our results of operations, financial condition, leverage or other financial ratios, capital requirements, investment opportunities, statutory restrictions on our ability to pay dividends and other factors our board of directors may deem relevant. Our ability to pay cash dividends may also be restricted by the terms of any future credit agreement or any future debt or preferred equity securities that we or our subsidiaries may issue.

## CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of June 30, 2021:

- of Stronghold Inc. on an actual basis, which includes the effect of the Reorganization, proceeds (net of fees and debt issuance costs) from the Private Placements, and the debt financing proceeds and issuance of warrants as a result of the WhiteHawk Promissory Note (as defined herein);
- of Stronghold Inc. on an as adjusted basis after giving effect to the Equipment Financing and Transaction Costs and the Panther Creek Acquisition; and
- of Stronghold Inc. on an as further adjusted basis after giving effect to (i) the sale of shares of our Class A common stock in this offering at the initial offering price of \$                      per share (the midpoint of the range set forth on the cover page of this prospectus), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, (ii) our receipt of the estimated net proceeds from this offering and the subsequent contribution of such net proceeds to Stronghold LLC in exchange for Stronghold LLC Units, and (iii) the Preferred Stock Conversion.

You should read the following table in conjunction with “Unaudited Pro Forma Consolidated Financial Information,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Corporate Reorganization,” “Use of Proceeds” and our historical unaudited condensed consolidated financial statements and related notes appearing elsewhere in this prospectus.

|  | As of June 30, 2021       |                             |           | Stronghold Inc. As Further Adjusted(b) |
|--|---------------------------|-----------------------------|-----------|--|
|  | Stronghold Inc. Actual(a) | Stronghold Inc. As Adjusted | (c)(e)(g) |  |
| <b>Cash and cash equivalents</b>   | \$ 43,714,779             | \$ 31,094,235               | (c)(e)(g) | (h)                                    |
| <b>Current Liabilities:</b>  |                           |                             |           |  |
| Current portion of long-term debt  | 18,972,445                | 30,717,117                  | (e)       |  |
| Due to related parties   | 1,017,409                 | 1,017,409                   | (e)       |  |
| <b>Long-Term liabilities</b>   |                           |                             |           |  |
| Long-term debt   | 18,871,881                | 31,376,987                  | (e)       |  |
| Paycheck Protection Program Loan   | 841,670                   | 841,670                     |           |  |
| <b>Total debt</b>  | <u>39,703,405</u>         | <u>63,953,183</u>           | (e)       |  |
| <b>Mezzanine Equity</b>  |                           |                             |           |  |
| Series A redeemable and convertible preferred stock, \$0.001 par value, aggregate liquidation value \$85,000,000, 5,000,000 shares authorized and 3,400,000 issued and outstanding as of June 30, 2021   | 78,041,113                | 88,041,113                  | (e)       |  |
| Series B redeemable and convertible preferred stock, \$0.001 par value; aggregate liquidation value \$20,000,006, 2,000,000 shares authorized and 3,400,000 issued and outstanding as of June 30, 2021   | 18,242,733                | 18,242,733                  |           |  |
| <b>Total Mezzanine Equity</b>  | <u>96,283,846</u>         | <u>106,283,846</u>          |           |  |
| <b>Stockholders’ Deficiency:</b>   |                           |                             |           |  |
| Series A redeemable and convertible preferred stock, \$0.001 par value, aggregate liquidation value \$5,000,000, 200,000 issued and outstanding as of June 30, 2021  | 200                       | 200                         | (e)       |  |
| Common Stock - Class A, \$0.0001 par value; 238,000,000 shares authorized (actual, as adjusted and as further adjusted); 48,845(a) shares issued and outstanding (actual); 202,959(b) shares issued and outstanding (as adjusted); shares issued and outstanding (as further adjusted) | 5                         | 5                           |           |  |
| Common Stock - Class V, \$0.0001 par value; 12,000,000 shares authorized (actual, as adjusted and as further adjusted); 9,395,000 shares issued and outstanding (actual and as adjusted), shares issued and outstanding (as further adjusted)  | 1                         | 1                           |           |  |
| Accumulated deficits   | (9,416,262)               | (9,416,262)                 |           |  |
| Additional paid-in capital   | 8,659,215                 | 12,511,865                  | (d)       |  |
| Stock Subscriptions  | (1,389,888)               | (5,427,438)                 |           |  |
| Stockholders’ deficiency or partners’ deficit  | <u>(2,146,928)</u>        | <u>(2,146,928)</u>          |           |  |
| Non-controlling interests  | <u>(5,112,802)</u>        | <u>(5,112,802)</u>          | (e)(f)    |  |
| Total stockholders’ deficiency or partners’ deficit  | <u>(7,259,731)</u>        | <u>(7,259,731)</u>          |           |  |
| <b>Total equity</b>  | <u>89,024,115</u>         | <u>99,024,115</u>           |           |  |
| <b>Total capitalization</b>  | <u>89,024,115</u>         | <u>99,024,115</u>           |           |  |

(a) Stronghold Inc. was incorporated on March 19, 2021, and the Reorganization transactions were consummated on April 1, 2021. The data in this table has been derived from the historical unaudited condensed consolidated financial statements included in this prospectus which pertain to the assets, liabilities and expenses of Stronghold Inc. as of June 30, 2021.

- (b) A \$1.00 increase or decrease in the assumed initial public offering price of \$ \_\_\_\_\_ per share would increase or decrease total equity and total capitalization by approximately \$ \_\_\_\_\_ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. An increase or decrease of \_\_\_\_\_ shares offered by us at an assumed offering price of \$ \_\_\_\_\_ per share would increase or decrease total equity and total capitalization by approximately \$ \_\_\_\_\_ million after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.
- (c) Reflects \$24.2 million (net of debt issuance costs) received July 2, 2021.
- (d) Issuance of 154,114 shares of Class A common stock at a price of \$25 per share (as defined in the Minerva Purchase Agreement) or \$3.3 million.
- (e) A preliminary purchase price allocation has been used to prepare the transaction accounting adjustments. The final purchase price allocation will be determined when the Company has completed the detailed valuations and necessary calculations. The final allocation is expected to be completed when we prepare unaudited financial statements for the nine months ended September 30, 2021 and could differ materially from the preliminary allocation used in the transaction accounting adjustments. The final allocation may include (a) changes in fair values of property, plant and equipment; (b) changes in allocations to intangible assets, such as trade names, technology and customer relationships, as well as goodwill; and (c) other changes to assets and liabilities.
- (f) Attributable to non-controlling interest holders. This represents the 67% non-controlling interest held by Q Power and 3% non-controlling interest held by Olympus, resulting in a combined 70% non-controlling interest.
- (g) Reflects a \$28.4 million payment of remaining equipment financing commitments; \$3.0 million maintenance costs pertaining to the Panther Creek Acquisition; and \$2.5 million for us to complete the Reorganization.
- (h) From this offering, we expect to receive net proceeds from the sale of Class A common stock of approximately \$ \_\_\_\_\_ million, representing the gross proceeds of \$ \_\_\_\_\_ million less the underwriting discounts and commissions of \$ \_\_\_\_\_ million and estimated offering expenses payable by us of \$ \_\_\_\_\_. The gross proceeds are based on the initial public offering price of \$ \_\_\_\_\_ per share of Class A common stock (the midpoint of the price range set forth on the cover page of this prospectus).

## DILUTION

Purchasers of the Class A common stock in this offering will experience immediate and substantial dilution in the net tangible book value per share of the Class A common stock for accounting purposes. Our net tangible book value as of June 30, 2021 was approximately \$ \_\_\_\_\_ million, or \$ \_\_\_\_\_ per share of Class A common stock. Pro forma net tangible book value per share is determined by dividing our pro forma tangible net worth (tangible assets less total liabilities) by the total number of outstanding shares of Class A common stock that will be outstanding immediately prior to the closing of this offering but giving effect to the Preferred Stock Conversion. After giving effect to the sale of the shares in this offering, at the assumed initial public offering price of \$ \_\_\_\_\_ per share, the midpoint of the price range set forth on the cover page of this prospectus, and further assuming the receipt of the estimated net proceeds of \$ \_\_\_\_\_ million (after deducting estimated underwriting discounts and commissions and estimated offering expenses and the application of such proceeds as described in "Use of Proceeds"), our as adjusted pro forma net tangible book value as of June 30, 2021 would have been approximately \$ \_\_\_\_\_ million, or \$ \_\_\_\_\_ per share. This represents an immediate decrease in the net tangible book value of \$ \_\_\_\_\_ per share to the Legacy Owners and an immediate dilution (i.e., the difference between the offering price and the as adjusted pro forma net tangible book value after this offering) to new investors purchasing shares in this offering of \$ \_\_\_\_\_ per share. The following table illustrates the per share dilution to new investors purchasing shares in this offering (assuming that 100% of the Stronghold LLC Units have been exchanged for Class A common stock):

|   |          |
|---|----------|
| Assumed initial public offering price per share   | \$ _____ |
| Pro forma net tangible book value per share as of June 30, 2021<br>(before this offering and after giving effect to the Preferred Stock Conversion) | \$ _____ |
| Less a decrease per share attributable to new investors in this offering  |          |
| As adjusted pro forma net tangible book value per share after giving<br>further effect to this offering   |          |
| Dilution in pro forma reduced net tangible book value per share to new<br>investors in this offering <sup>(1)</sup>                                 | \$ _____ |

(1) If the initial public offering price were to increase or decrease by \$1.00 per share, then dilution in pro forma reduced net tangible book value per share to new investors in this offering would equal \$ \_\_\_\_\_ or \$ \_\_\_\_\_, respectively.

The following table summarizes, on an as adjusted pro forma basis as of June 30, 2021, the total number of shares of Class A common stock owned by the Legacy Owners (taking into account the Preferred Stock Conversion and assuming that 100% of the Stronghold LLC Units held by Q Power have been exchanged for Class A common stock (and the corresponding shares of Class V common stock have been cancelled)) and to be owned by new investors, the total consideration paid, and the average price per share paid by the Legacy Owners and to be paid by new investors in this offering at \$ \_\_\_\_\_, calculated before deduction of estimated underwriting discounts and commissions.

|                                | Shares<br>Acquired |         | Total Consideration |         | Average<br>Price<br>Per Share |
|--------------------------------|--------------------|---------|---------------------|---------|-------------------------------|
|                                | Number             | Percent | Amount              | Percent |                               |
|                                | (in thousands)     |         |                     |         |                               |
| Legacy Owners                  |                    | %       | \$ _____            |         | \$ _____                      |
| New investors in this offering |                    | %       | \$ _____            |         | \$ _____                      |
| <b>Total</b>                   |                    | %       | \$ _____            |         | \$ _____                      |

The data in the table excludes \_\_\_\_\_ shares of Class A common stock initially reserved for issuance under our long-term incentive plan.

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ \_\_\_\_\_ per share of Class A common stock would increase (decrease) the total consideration paid by new investors in this offering and the total consideration paid by all holders of Class A common stock by \$ \_\_\_\_\_ million, assuming the number of shares of

Class A common stock offered by us remains the same, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters' option to purchase additional shares is exercised in full, the number of shares of Class A common stock being offered in this offering will be increased to \_\_\_\_\_, or approximately \_\_\_\_\_% of the total number of shares of Class A common stock.

## UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

The following unaudited pro forma consolidated statements of operations for the year ended December 31, 2020 and the six months ended June 30, 2021 present our consolidated results of operations after giving effect to the following adjustments, which we collectively refer to as the “pro forma adjustments”: (i) the Panther Creek Acquisition, (ii) a preliminary purchase price allocation of the Panther Creek Acquisition, (iii) funding pursuant to the Arctos/NYDIG Financing Agreement on July 2, 2021, (iv) the issuance of 154,114 shares of Class A common stock to Minerva Semiconductor Corp. upon final delivery of equipment (miners), (v) payments of the remaining commitments under the equipment financing agreements, (vi) additional transaction related costs (collectively, (iii), (iv), (v) and (vi) are referred to as the “Equipment Financing and Transaction Costs”), (vii) major repairs and upgrade maintenance to achieve maximum capacities at the Panther Creek Plant, (viii) this offering and our receipt of the estimated net proceeds from this offering and the subsequent contribution of such net proceeds to Stronghold LLC in exchange for Stronghold LLC Units, (ix) the Preferred Stock Conversion, and (x) the establishment of a valuation allowance against Stronghold Inc.’s net deferred tax assets, and a provision for corporate income taxes on the income attributable to Stronghold Inc. at an effective rate of 0% for each of the fiscal year ended December 31, 2020 and the six months ended June 30, 2021, inclusive of all U.S. federal, state and local income taxes, net. Management continues to evaluate the likelihood of Stronghold Inc. utilizing its deferred tax assets, and while the valuation allowance remains in place, we expect to record no income tax expense. Should the valuation allowance no longer be required, the 21% statutory federal income tax rate will apply to income allocated to Stronghold Inc. as well as state and local income taxes, resulting in an estimated blended statutory rate of 28.89%. The unaudited pro forma consolidated balance sheet as of June 30, 2021 gives effect to the pro forma adjustments, including this offering, as if the same had occurred on June 30, 2021. We have derived the unaudited pro forma consolidated financial information for the year ended December 31, 2020 from the audited historical financial statements of our accounting predecessor and its subsidiaries and Panther Creek included elsewhere in this prospectus. We have derived the unaudited pro forma consolidated financial information as of and for the six months ended June 30, 2021 from the unaudited historical financial statements of Stronghold Inc. and its subsidiaries and Panther Creek included elsewhere in this prospectus. The unaudited pro forma financial information should be read in conjunction with the historical financial statements.

The pro forma adjustments are based on currently available information and certain estimates and assumptions. Therefore, the actual adjustments may differ from the pro forma adjustments. However, management believes that the assumptions provide a reasonable basis for presenting the significant effects of the transactions described herein and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma consolidated financial statements. The assumptions underlying the pro forma adjustments are described in the accompanying notes, which should be read in conjunction with these unaudited pro forma consolidated financial statements.

As a public company, we will be implementing additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. We expect to incur additional annual expenses related to these steps and, among other things, additional directors’ and officers’ liability insurance, director fees, reporting requirements of the SEC, transfer agent fees, costs associated with hiring additional accounting, legal and administrative personnel, increased auditing and legal fees and similar expenses. We have not included any pro forma adjustments relating to these costs.

The unaudited pro forma consolidated financial information and related notes are presented for illustrative purposes only. The pro forma adjustments are based upon available information and methodologies that are factually supportable and directly related to the described transactions, including this offering. The historical financial information has been adjusted in the unaudited pro forma consolidated financial statements to give effect to pro forma events that are related and/or directly attributable to the transactions, are factually supportable and, in the case of the statements of operations, are expected to have a continuing impact on our operating results. The unaudited pro forma consolidated financial information includes various estimates which are subject to material change and may not be indicative of what our operations or financial position would have been had the described transactions, including this offering, taken place on the dates indicated, or that may be expected to occur in the future. In addition, future results may vary significantly from the results reflected in the unaudited pro forma consolidated financial statements and should not be relied on as an indication of our results after the consummation of this offering and other transactions contemplated herein. The pro forma financial information is qualified in its entirety by reference



to, and should be read in conjunction with, “Basis of Presentation,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the consolidated financial statements and the related notes of Stronghold Inc.’s accounting predecessor and of Stronghold Inc. and its subsidiaries included elsewhere in this prospectus.

**Stronghold Inc. and Subsidiaries**  
**Unaudited Pro Forma Consolidated Balance Sheet**  
**As of June 30, 2021**

|  | Stronghold Inc.<br>(1) | Equipment<br>Deposits/Maintenance and<br>Transaction Costs | Panther<br>Creek<br>Historical | Estimated<br>Panther<br>Creek<br>consideration<br>and<br>preliminary<br>purchase<br>price<br>allocation | As<br>Adjusted(2)     | Initial<br>Public<br>Offering | As<br>Further<br>Adjusted |
|--|------------------------|--|--------------------------------|---|-----------------------|-------------------------------|---------------------------|
| <b>CURRENT ASSETS</b>  |                        |  |                                |   |                       |                               |                           |
| Cash   | \$ 43,714,779          | \$ (9,620,544) (a)   | \$ 47,357                      | \$ (3,047,357) (d)  | \$ 31,094,235         |                               | (f)                       |
| Digital currencies   | 1,259,215              | —  | —                              | —   | 1,259,215             |                               |                           |
| Accounts receivable  | 776,620                | —  | 589,019                        | —   | 1,365,639             |                               |                           |
| Due from related party   | —                      | —  | —                              | —   | —                     |                               |                           |
| Inventory  | 319,821                | —  | 1,716,796                      | —   | 2,036,617             |                               |                           |
| Derivative contracts, net  | —                      | —  | —                              | —   | —                     |                               |                           |
| Other current assets   | 200,621                | —  | 196,262                        | —   | 396,884               |                               |                           |
| <b>Total Current Assets</b>  | <b>46,271,056</b>      | <b>(9,620,544)</b>   | <b>2,549,434</b>               | <b>(3,047,357)</b>  | <b>36,152,590</b>     |                               |                           |
| <b>EQUIPMENT DEPOSITS</b>  | <b>78,688,465</b>      | <b>28,370,322</b> (c)                                      | <b>—</b>                       | <b>—</b> (d)  | <b>107,058,787</b>    |                               |                           |
| <b>PROPERTY, PLANT AND EQUIPMENT, NET</b>  |                        |  |                                |   |                       |                               |                           |
|  | 19,260,330             | —  | 5,867,798                      | 4,385,171 (d)   | 29,513,299            |                               |                           |
| <b>LAND</b>  | 29,919                 | —  | —                              | —   | 29,919                |                               |                           |
| <b>ROAD BOND</b>   | 185,245                | —  | —                              | —   | 185,245               |                               |                           |
| <b>SECURITY DEPOSIT</b>  | —                      | —  | 164,869                        | —   | 164,869               |                               |                           |
| <b>TOTAL ASSETS</b>  | <b>\$ 144,435,015</b>  | <b>\$ 18,749,778</b>                                       | <b>\$ 8,582,101</b>            | <b>\$ 1,337,814</b>   | <b>\$ 173,104,709</b> |                               |                           |
| <b>CURRENT LIABILITIES</b>   |                        |  |                                |   |                       |                               |                           |
| Current portion of long-term debt  | \$ 18,972,445          | \$ 11,744,672  | \$ 80,274                      | \$ (80,274) (d)   | \$ 30,717,117         |                               |                           |
| Related-party notes  | —                      | —  | —                              | —   | —                     |                               |                           |
| Accounts payable   | 14,029,383             | —  | 498,013                        | (498,013) (d)   | 14,029,383            |                               |                           |
| Due to related parties   | 1,017,409              | —  | 2,957,590                      | (2,957,590) (d)   | 1,017,409             |                               |                           |
| Accrued liabilities  | 60,672                 | —  | 399,640                        | (399,640) (d)   | 60,672                |                               |                           |
| <b>Total Current Liabilities</b>   | <b>34,079,909</b>      | <b>11,744,672</b>  | <b>3,935,517</b>               | <b>(3,935,517)</b>  | <b>45,824,581</b>     |                               |                           |
| <b>LONG-TERM LIABILITIES</b>   |                        |  |                                |   |                       |                               |                           |
| Asset retirement obligation  | 457,650                | —  | —                              | —   | 457,650               |                               |                           |
| Contract liabilities   | 187,841                | —  | —                              | —   | 187,841               |                               |                           |
| Economic Injury Disaster Loan  | —                      | —  | —                              | —   | —                     |                               |                           |
| Paycheck Protection Program Loan   | 841,670                | —  | —                              | —   | 841,670               |                               |                           |
| Warrants issued with conversions of redeemable preferred stock   | 971,949                | —  | —                              | —   | 971,949               |                               |                           |
| Discount on long-term debt   | —                      | —  | —                              | —   | —                     |                               |                           |
| Long-term debt   | 18,871,881             | 12,505,106   | 163,936                        | (163,936) (d)   | 31,376,987            |                               |                           |
| <b>Total Long-Term Liabilities</b>   | <b>21,330,991</b>      | <b>12,505,106</b>  | <b>163,936</b>                 | <b>(163,936)</b>  | <b>33,836,097</b>     |                               |                           |
| <b>Total Liabilities</b>   | <b>55,410,900</b>      | <b>24,249,778</b>  | <b>4,099,453</b>               | <b>(4,099,453)</b>  | <b>\$ 79,660,678</b>  |                               |                           |
| <b>COMMITMENTS AND CONTINGENCIES</b>   |                        |  |                                |   |                       |                               |                           |
| <b>EQUITY</b>  |                        |  |                                |   |                       |                               |                           |
| <b>Mezzanine Equity</b>  |                        |  |                                |   |                       |                               |                           |
| Series A redeemable and convertible preferred stock, \$0.001 par value, aggregate liquidation value \$85,000,000, 5,000,000 shares authorized and 3,400,000 issued and outstanding as of June 30, 2021 | 78,041,113             | -  | -                              | 10,000,000 (d)  | 88,041,113            |                               | (f)                       |
| Series B redeemable and convertible preferred stock, \$0.001 par value, aggregate liquidation value \$20,000,006, 2,000,000 shares authorized and 630,915 issued and outstanding as of June 30, 2021   | 18,242,733             | -  | -                              | -   | 18,242,733            |                               |                           |
| <b>Total Mezzanine Equity</b>  | <b>96,283,846</b>      | <b>-</b>   | <b>-</b>                       | <b>10,000,000</b>   | <b>106,283,846</b>    |                               |                           |
| <b>MEMBER'S EQUITY</b>   | <b>-</b>               | <b>-</b>   | <b>4,482,648</b>               | <b>(4,482,648)</b>  | <b>-</b>              |                               |                           |
| <b>SHAREHOLDERS' DEFICIENCY</b>  |                        |  |                                |   |                       |                               |                           |
| Series A redeemable and convertible preferred stock, \$0.001 par value, aggregate liquidation value \$5,000,000, 200,000 issued and outstanding as of June 30, 2021                                    | 200                    | -  | -                              | -   | 200                   |                               |                           |
| Common Stock - Class A, \$0.0001 par value, 238,000,000 shares authorized and 202,959 shares and 48,845(1) and 202,959(2) shares issued and outstanding  | 5                      | -  | -                              | -   | 5                     |                               | (f)                       |
| Common Stock - Class V, \$0.0001 par value; 12,000,000 shares authorized and 9,395,000 shares issued and outstanding   | 1                      | -  | -                              | -   | 1                     |                               |                           |
| Accumulated deficits   | (9,416,262)            | (1,650,000)  | -                              | -   | (9,416,262)           |                               |                           |
| Additional Paid in Capital   | 8,659,015              | 3,852,850 (b)  | -                              | -   | 12,511,865            |                               | (f)                       |
| Stock Subscriptions  | (1,389,888)            | (3,852,850)  | -                              | -   | (5,242,738)           |                               |                           |

|   |                       |                      |                     |                     |                      |             |             |
|---|-----------------------|----------------------|---------------------|---------------------|----------------------|-------------|-------------|
| Stockholders' deficiency or members' deficit  | (2,146,928)           | (1,650,000)          | 4,482,648           | (4,482,648)         | (2,146,928)          |             |             |
| Non-controlling interest  | (5,112,802)           | (3,850,000)          | —                   | (80,085)            | (5,112,802)          |             |             |
| Total stockholders' deficiency or partners' deficit                                   | (7,259,731)           | (5,500,000)          | 4,482,648           | (4,562,733)         | (7,259,731)          |             |             |
| <b>Total stockholders' deficiency or members' equity - excluding mezzanine equity</b> | <b>(7,259,731)</b>    | <b>(5,500,000)</b>   | <b>4,482,648</b>    | <b>(4,562,733)</b>  | <b>99,024,115</b>    |             |             |
| <b>Total stockholders' deficiency or members' equity - including mezzanine equity</b> | <b>89,204,115</b>     | <b>(5,500,000)</b>   | <b>4,482,648</b>    | <b>5,437,267</b>    | <b>99,024,115</b>    |             |             |
| <b>TOTAL LIABILITIES, MEZZANINE EQUITY AND DEFICIENCY</b>                             | <b>\$ 144,435,015</b> | <b>\$ 18,749,778</b> | <b>\$ 8,582,101</b> | <b>\$ 1,337,814</b> | <b>\$ 99,024,115</b> | <b>\$ —</b> | <b>\$ —</b> |

#### Notes to the Unaudited Pro Forma Consolidated Balance Sheet

- a) Reflects \$24.4 million (net of debt issuance costs) in proceeds received on July 2, 2021 as part of the Arctos/NYDIG Financing Agreement. The Arctos/NYDIG Financing Agreement awarded NYDIG 43,845 shares of Class A common stock on the effective date of such agreement (or June 25, 2021), and is included as equity in Stronghold Inc.'s results for the presented period.
- (b) Issuance of 154,114 Class A common stock at a price of \$25.00 per share (pursuant to the Minerva Purchase Agreement) or \$3.3 million.
- (c) Reflects the remaining commitments to three equipment vendors for delivery of mining equipment.
- (d) We have performed a preliminary valuation analysis of the fair market value of the Panther Creek assets to be acquired and liabilities to be assumed. Using the total consideration for the Panther Creek Acquisition, we have estimated the allocations to such assets and liabilities. The following table summarizes the estimated allocation of the preliminary purchase price (in thousands):

|                                      |           |               |
|--------------------------------------|-----------|---------------|
| Assets acquired *                    | \$        | 13,000        |
| Liabilities assumed *                |           | —             |
| <b>Total estimated consideration</b> | <b>\$</b> | <b>13,000</b> |

\* Individual assets and liabilities acquired have been condensed for purposes of this illustration.

This preliminary purchase price allocation has been used to prepare the transaction accounting adjustments in this unaudited pro forma consolidated balance sheet and statements of operations. The final allocation is expected to be completed when we prepare unaudited financial statements for the nine months ended September 30, 2021, and could differ materially from the preliminary allocation used in the transaction accounting adjustments. The final allocation may include (1) changes in fair values of property, plant and equipment; (2) changes in allocations to intangible assets, such as trade names, technology and customer relationships, as well as goodwill; and (3) other changes to assets and liabilities.

- (e) The deferred tax asset is measured based on the outside tax basis versus GAAP basis of Stronghold Inc.'s interest in Stronghold LLC. Before the application of the valuation allowance, Stronghold Inc. has determined that a deferred tax asset could result because of the Reorganization. Management has assessed the realizability of the deferred tax asset, and determined that realization does not meet the more-likely-than-not standard outlined in ASC 740. Therefore, we have established a valuation allowance against the deferred tax asset. Net of the valuation allowance, the recorded deferred tax asset is \$0.
- (f) From this offering, we expect to receive net proceeds from the sale of Class A common stock of approximately \$        million, representing the gross proceeds of \$        million less the underwriting discounts and commissions of \$        million and estimated offering expenses payable by us of \$        . The gross proceeds are based on the initial public offering price of \$        per share of Class A common stock (the midpoint of the price range set forth on the cover page of this prospectus). We intend to contribute the net proceeds of this offering to Stronghold LLC in exchange for Stronghold LLC Units. Stronghold LLC will use such proceeds for general corporate purposes, including acquisitions of miners and power generating assets and to pay the expenses of this offering. Please see "Use of Proceeds."

**Stronghold Inc. and Subsidiaries**  
**Unaudited Pro Forma Consolidated Statements of Operations For the Six Months Ended June 30, 2021**

|  | Stronghold Inc.       | Equipment<br>Deposits/Maintenance<br>and Transactions<br>Costs | Panther<br>Creek<br>Acquisition | As<br>Adjusted        | Initial<br>Public<br>Offering | As Further<br>Adjusted |
|--|-----------------------|--|---------------------------------|-----------------------|-------------------------------|------------------------|
| <b>OPERATING REVENUES</b>  |                       |  |                                 |                       |                               |                        |
| Energy   | \$ 3,486,822          | —  | \$ 2,870,572                    | \$ 6,357,394          |                               |                        |
| Capacity   | 1,283,236             | —  | —                               | 1,283,236             |                               |                        |
| Crypto asset hosting   | 1,242,518             | —  | —                               | 1,242,518             |                               |                        |
| Crypto asset mining  | 1,840,518             | —  | —                               | 1,840,518             |                               |                        |
| Other  | 33,123                | —  | 293,567                         | 326,690               |                               |                        |
| Total operating revenues   | 7,886,602             | —  | 3,164,139                       | 11,050,741            |                               |                        |
| <b>OPERATING EXPENSES</b>  |                       |  |                                 |                       |                               |                        |
| Fuel   | 4,100,521             | —  | 942,057                         | 5,042,578             |                               |                        |
| Operations and maintenance   | 3,204,858             | 3,000,000 (b)  | 2,390,085                       | 8,594,943             |                               |                        |
| General and administrative   | 2,907,847             | —  | —                               | 2,907,847             |                               |                        |
| Impairments on digital currencies  | 375,246               | —  | —                               | 375,246               |                               |                        |
| Depreciation and amortization  | 1,305,174             | —  | 204,174                         | 1,509,348             |                               |                        |
| Total operating expenses   | 11,893,646            | 3,000,000  | 3,536,316                       | 18,429,962            |                               |                        |
| <b>OPERATING LOSS</b>  | <b>(4,007,044)</b>    | <b>(3,000,000)</b>   | <b>(372,177)</b>                | <b>(7,379,221)</b>    |                               |                        |
| <b>OTHER INCOME (EXPENSE)</b>  |                       |  |                                 |                       |                               |                        |
| Interest income  | —                     | —  | 8,884                           | 8,884                 |                               |                        |
| Interest expense   | (134,083)             | —  | (5,252)                         | (139,335)             |                               |                        |
| Gain on extinguishment of PPP loan   | 638,800               | —  | —                               | 638,800               |                               |                        |
| Realized gain (loss) on sale of digital currencies                                 | 149,858               | —  | —                               | 149,858               |                               |                        |
| Changes in fair value of warrant liabilities                                       | (191,477)             | —  | —                               | (191,477)             |                               |                        |
| Derivative contracts, net  | -                     | —  | —                               | -                     |                               |                        |
| Waste coal credit  | 23,796                | —  | 257,316                         | 281,112               |                               |                        |
| Other  | 38,185                | (2,500,000) (a)  | —                               | (2,461,815)           |                               |                        |
| Total other income   | 525,079               | (2,500,000)  | 260,948                         | (1,713,973)           |                               |                        |
| <b>Pre Tax Loss</b>  | <b>(3,481,965)</b>    | <b>(2,500,000)</b>   | <b>(111,229)</b>                | <b>(9,093,194)</b>    |                               |                        |
| <b>INCOME TAX EXPENSE</b>  |                       |  |                                 |                       |                               |                        |
| Provision/(benefit) for income taxes   | —                     | —  | —                               | — (b)                 |                               |                        |
| Less: Net loss attributable to non-controlling interest                            | (2,402,488)           | (3,850,000)  | (77,860)                        | (6,330,348) (c)       |                               |                        |
| <b>NET LOSS</b>  | <b>\$ (1,079,477)</b> | <b>(1,650,000)</b>   | <b>\$ (33,369)</b>              | <b>\$ (2,762,846)</b> |                               |                        |
| <b>Pro forma weighted average shares of Class A common unit/stock outstanding:</b> |                       |  |                                 |                       |                               |                        |
| Basic  | 8,137                 | —  | —                               | —                     |                               |                        |
| Dilutive   | 8,137                 | —  | —                               | —                     |                               |                        |
| <b>Pro forma earnings per share of Class A common stock:</b>                       |                       |  |                                 |                       |                               |                        |
| Basic  | \$ (124)              | —  | —                               | —                     |                               |                        |
| Dilutive   | \$ (124)              | —  | —                               | —                     |                               |                        |

**Notes to the Unaudited Pro Forma Consolidated Statements of Operations**

- (a) Reflects \$2.5 million of cash paid by us to complete the Reorganization.
- (b) Reflects \$3.0 million related to repairs and upgrade maintenance, the majority of which related to the Panther Creek Plant, to achieve maximum capacities by the end of September 2021.
- (c) Reflects \$6.3 million, which represents \$9.1 million multiplied by a 70% non-controlling interest, comprised of the 67% non-controlling interest held by Q Power and the 3% non-controlling interest held by Olympus.

**Stronghold Inc. and Subsidiaries**  
**Unaudited Pro Forma Consolidated Statements of Operations For the Year Ended December 31, 2020**

|  | Accounting<br>Predecessors | Equipment<br>Deposits/Maintenance<br>and Transaction Costs | Panther<br>Creek<br>Acquisition | As<br>Adjusted        | Initial<br>Public<br>Offering | As<br>Further<br>Adjusted |
|--|----------------------------|--|---------------------------------|-----------------------|-------------------------------|---------------------------|
| <b>OPERATING REVENUES</b>  |                            |  |                                 |                       |                               |                           |
| Energy   | \$ 518,397                 | —  | \$ 3,941,942                    | \$ 4,460,339          |                               |                           |
| Capacity   | 2,816,457                  | —  | —                               | 2,816,457             |                               |                           |
| Crypto asset hosting   | 252,413                    | —  | —                               | 252,413               |                               |                           |
| Crypto asset mining  | 339,456                    | —  | —                               | 339,456               |                               |                           |
| Other  | 191,661                    | —  | 424,474                         | 616,135               |                               |                           |
| <b>Total operating revenues</b>  | <b>4,118,384</b>           | <b>—</b>   | <b>4,366,416</b>                | <b>8,484,800</b>      |                               |                           |
| <b>OPERATING EXPENSES</b>  |                            |  |                                 |                       |                               |                           |
| Fuel   | 425,126                    | —  | 1,916,161                       | 2,341,287             |                               |                           |
| Operations and maintenance   | 3,305,833                  | (3,000,000) (b)  | 4,512,277                       | 4,818,110             |                               |                           |
| General and administrative   | 2,269,525                  | —  | —                               | 2,269,525             |                               |                           |
| Depreciation and amortization  | 558,630                    | —  | 417,581                         | 976,211               |                               |                           |
| <b>Total operating expenses</b>  | <b>6,559,114</b>           | <b>(3,000,000)</b>   | <b>6,846,019</b>                | <b>10,405,133</b>     |                               |                           |
| <b>OPERATING LOSS</b>  | <b>(2,440,730)</b>         | <b>—</b>   | <b>(2,479,603)</b>              | <b>(4,920,333)</b>    |                               |                           |
| <b>OTHER INCOME (EXPENSE)</b>  |                            |  |                                 |                       |                               |                           |
| Interest income  | 2,982                      | —  | —                               | 2,982                 |                               |                           |
| Interest expense   | (205,480)                  | —  | (26,629)                        | (232,109)             |                               |                           |
| Gain on extinguishment of EIDL advance   | 10,000                     | —  | —                               | 10,000                |                               |                           |
| Realized gain (loss) on sale of digital currencies                                 | 31,810                     | —  | —                               | 31,810                |                               |                           |
| Commission on sale of ash  | —                          | —  | —                               | —                     |                               |                           |
| Derivative contracts, net  | 1,207,131                  | —  | —                               | 1,207,131             |                               |                           |
| Waste coal credit  | 1,188,210                  | —  | 345,005                         | 1,533,215             |                               |                           |
| Renewable energy   | 35,493                     | —  | —                               | 35,493                |                               |                           |
| Other  | 25,590                     | (2,500,000) (a)  | (400,000)                       | (2,874,410)           |                               |                           |
| <b>Total other income</b>  | <b>2,295,736</b>           | <b>(2,500,000)</b>   | <b>(81,624)</b>                 | <b>(285,888)</b>      |                               |                           |
| <b>Pre Tax Loss</b>  | <b>(144,994)</b>           | <b>(5,500,000)</b>   | <b>(2,561,227)</b>              | <b>(8,206,221)</b>    |                               |                           |
| <b>INCOME TAX EXPENSE</b>  |                            |  |                                 |                       |                               |                           |
| Benefit for income taxes   | —                          | —  | —                               | —                     |                               |                           |
| Less: Net loss attributable to non-controlling interest                            | 0                          | (3,850,000)  | (1,792,859)                     | (5,642,859) (c)       |                               |                           |
| <b>NET LOSS</b>  | <b>\$ (144,994)</b>        | <b>\$ (1,650,000)</b>                                      | <b>(768,368)</b>                | <b>\$ (2,563,362)</b> |                               |                           |
| <b>Pro forma weighted average shares of Class A common unit/stock outstanding:</b> |                            |  |                                 |                       |                               |                           |
| Basic  | 0                          |  |                                 |                       |                               |                           |
| Dilutive   | 0                          |  |                                 |                       |                               |                           |
| Pro forma earnings per share of Class A common stock:                              |                            |  |                                 |                       |                               |                           |
| Basic  | \$ —                       |  |                                 |                       |                               |                           |
| Dilutive   | \$ —                       |  |                                 |                       |                               |                           |

**Notes to the Unaudited Pro Forma Consolidated Statements of Operations**

- (a) Reflects \$2.5 million of cash paid to us to complete the Reorganization.
- (b) Reflects \$3.0 million related to repairs and upgrade maintenance, the majority of which related to the Panther Creek Plant, to achieve maximum capacities by the end of September 2021.
- (c) Reflects \$5.7 million, which represents \$8.2 million multiplied by a 70% non-controlling interest, comprised of the 67% non-controlling interest held by Q Power and the 3% non-controlling interest held by Olympus.

## MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with “Prospectus Summary—Summary Historical and Pro Forma Consolidated Financial and Operating Data,” “Unaudited Pro Forma Consolidated Financial Information” and our audited combined financial statements and related notes appearing elsewhere in this prospectus. The following discussion contains “forward-looking statements” that reflect our future plans, estimates, beliefs and expected performance. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of a variety of risks and uncertainties, including those described in this prospectus under “Cautionary Note Regarding Forward-Looking Statements” and “Risk Factors.” We assume no obligation to update any of these forward-looking statements.*

### Overview

We are a vertically integrated crypto asset mining company currently focused on mining Bitcoin. We wholly-own and operate the Scrubgrass Plant, a low-cost, environmentally-beneficial coal refuse power generation facility that we have upgraded in Scrubgrass Township, Pennsylvania, and it is recognized as an Alternative Energy System because coal refuse is classified under Pennsylvania law as a Tier II Alternative Energy Source (equivalent to large-scale hydropower). We are committed to generating our energy and managing our assets sustainably, and we believe that we are one of the first vertically integrated crypto asset mining companies with a focus on environmentally-beneficial operations. In addition to being environmentally-beneficial and sustainable, owning our own source of power helps us to produce Bitcoin at one of the lowest prices among our publicly traded peers. We also believe that owning our own power source makes us a more attractive partner to crypto asset mining equipment purveyors. We have entered into a definitive agreement to purchase a second coal refuse power generation facility and a non-binding letter of intent to purchase a third coal refuse power generation facility. We intend to leverage these competitive advantages to continue to grow our business through the opportunistic acquisition of additional power generating assets and miners.

### Bitcoin Mining Growth

During 2018 and 2019, we began providing Bitcoin mining services to third parties and also began operating our own Bitcoin mining equipment to generate Bitcoin, which we then exchange for U.S. Dollars. We have been expanding our mining operations since such date. We currently operate approximately 1,800 crypto asset mining computers (known as “miners”) with hash rate capacity of approximately 85 PH/s. Since April 1, 2021, we have entered into definitive agreements with multiple suppliers to purchase over 27,300 additional miners with a total hash capacity equal to over 2,600 PH/s. Of these miners, 93% are scheduled to be delivered in 2021, with the first batch scheduled for delivery in September 2021, and the remaining 7% throughout 2022. With part of the proceeds of this offering, we intend to procure an additional 27,900 miners, which we anticipate will bring our total hash rate capacity to approximately 3,000 PH/s by December 2021 and to over 5,300 PH/s by December 2022. We intend to house our miners at the Scrubgrass Plant, the Panther Creek Plant, a coal refuse power generation facility that we have under contract to purchase, and the Third Plant that we have under a non-binding letter of intent to purchase.

With the full deployment of these new miners, our total fleet is currently expected to comprise approximately 57,000 total miners by November 2022 and consume approximately 190 MW of electricity. With the deployment of the aforementioned miners in 2021, we expect to achieve a total hash rate capacity of approximately 3,000 PH/s by December 2021.

### Trends and Other Factors Impacting Our Performance

#### COVID-19 and Supply Chain Constraints

The COVID-19 global pandemic has resulted and is likely to continue to result in significant national and global economic disruption, which may adversely affect our business. Among other things, the COVID-19 pandemic has caused supply chain disruptions that may have lasting impacts. Additionally, the global supply chain for Bitcoin miners is presently further constrained due to unprecedented demand coupled with a global shortage of mining equipment and mining equipment parts. Based on our current assessments, however, we do not expect any material

impact on long-term development, operations, or liquidity due to the spread of COVID-19. However, we are actively monitoring this situation and the possible effects on its financial condition, liquidity, operations, suppliers, and industry.

### ***China's Crackdown on Bitcoin Mining***

In May 2021, the Chinese government called for a crackdown on bitcoin mining and trading. Following this, the majority of bitcoin miners in China were taken offline. This resulted in (i) a significant reduction in the bitcoin global network hashrate, (ii) an increase in the availability of bitcoin miners for purchase and (iii) an increase in the demand for power outside of China. The reduction in network hashrate has improved bitcoin mining profitability, with plugged-in bitcoin miners representing a larger percentage of the global hashrate. Additionally, we believe that we may benefit because we may be able to procure miners at favorable economic and delivery terms in exchange for access to low-cost power. We do not believe that higher demand for power will have a negative impact on our business because we own and operate our power sources.

### **Recent Developments**

#### ***Acquisitions***

On March 3, 2021, SDM entered into the Olympus LOI with Olympus for the purchase of (i) the Aspen Interest, (ii) the Panther Creek Plant, and (iii) the Third Plant.

On July 9, 2021, we entered into a purchase agreement for the Panther Creek Acquisition, as contemplated by the Olympus LOI, from Panther Creek Reclamation Holdings, LLC, a subsidiary of Olympus Power, LLC. The Panther Creek Acquisition includes all of the assets of Panther Creek, comprised primarily of the Panther Creek Plant. The Panther Creek Plant is a coal refuse reclamation facility with 80 MW of net electricity generation capacity located near Nesquehoning, Pennsylvania. The consideration for the Panther Creek Plant is approximately \$3.0 million in cash and 400,000 Series A Preferred Units of Stronghold LLC, or in the event that all Series A Preferred Units of Stronghold LLC have been converted into Stronghold LLC Units, an equivalent amount of Stronghold LLC Units, together with a corresponding number of shares of Class V common stock. The Panther Creek Acquisition is subject to customary closing conditions and regulatory approvals.

We continue to evaluate the acquisition of the Third Plant as contemplated by the Olympus LOI, although we do not consider this acquisition to be probable at this time. The acquisition of the Third Plant is subject to due diligence and the negotiation of a definitive agreement, and there is no assurance that the acquisition will be completed. The consideration for the Third Plant is expected to be approximately \$3.0 million in cash and \$6,250,000 of Stronghold LLC Units, together with a corresponding number of shares of Class V common stock. If acquired, we plan to store newly acquired miners at or near the Third Plant and use power generated by the Third Plant to power crypto asset mining operations in an environmentally conscious manner.

#### ***Northern Data***

On August 17, 2021, Stronghold LLC entered into a Hosting Services Agreement with Northern Data whereby Northern Data will construct and operate a colocation data center facility located on the Scrubgrass Plant, the primary business purpose of which will be to provide hosting services and support the cryptocurrency miners that we have purchased but not yet received.

#### ***Reorganization***

On April 1, 2021, we effected the Reorganization. See "Prospectus Summary—Corporate Reorganization" and "Corporate Reorganization" for more information.

### **Key Performance Metrics**

We rely on Adjusted EBITDA, a non-GAAP key performance metric, to evaluate our business, measure our performance, and make strategic decisions.

Adjusted EBITDA is a non-GAAP financial measure. We define Adjusted EBITDA as net income (loss) before interest, taxes, depreciation and amortization, further adjusted by the removal of one-time transaction costs, impairment of digital currencies, realized gains and losses on the sale of long-term assets, expenses related to stock-

based compensation, gains or losses on derivative contracts, gain on extinguishment of debt, realized gain or loss of digital currencies, or changes in fair value of warrant liabilities in the period presented.

Our board of directors and management team use Adjusted EBITDA to assess our financial performance because it allows them to compare our operating performance on a consistent basis across periods by removing the effects of our capital structure (such as varying levels of interest expense and income), asset base (such as depreciation, amortization, impairment, and realized gains and losses on sale of long-term assets) and other items (such as one-time transaction costs, expenses related to stock-based compensation, and unrealized gains and losses on derivative contracts) that impact the comparability of financial results from period to period. We present Adjusted EBITDA because we believe it provides useful information regarding the factors and trends affecting our business in addition to measures calculated under GAAP. Adjusted EBITDA is not a financial measure presented in accordance with GAAP. We believe that the presentation of this non-GAAP financial measure will provide useful information to investors and analysts in assessing our financial performance and results of operations across reporting periods by excluding items we do not believe are indicative of our core operating performance. Net income (loss) is the GAAP measure most directly comparable to Adjusted EBITDA. Our non-GAAP financial measure should not be considered as an alternative to the most directly comparable GAAP financial measure. You are encouraged to evaluate each of these adjustments and the reasons we consider them appropriate for supplemental analysis. In evaluating Adjusted EBITDA, you should be aware that in the future we may incur expenses that are the same as or similar to some of the adjustments in such presentation. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. There can be no assurance that we will not modify the presentation of Adjusted EBITDA in the future, and any such modification may be material. Adjusted EBITDA has important limitations as an analytical tool and you should not consider Adjusted EBITDA in isolation or as a substitute for analysis of our results as reported under GAAP. Because Adjusted EBITDA may be defined differently by other companies in our industry, our definition of this non-GAAP financial measure may not be comparable to similarly titled measures of other companies, thereby diminishing its utility.

For a reconciliation to our most directly comparable financial measure calculated and presented in accordance with GAAP, please see “— Comparison of Non-GAAP Financial Measure.”

### **Critical Accounting Policies and Significant Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, contingent assets and liabilities, each as of the date of the financial statements, and revenues and expenses during the periods presented. On an ongoing basis, management evaluates their estimates and assumptions, and the effects of any such revisions are reflected in the financial statements in the period in which they are determined to be necessary. Actual outcomes could differ materially from those estimates in a manner that could have a material effect on our combined financial statements. Set forth below are the policies and estimates that we have identified as critical to our business operations and understanding our results of operations, based on the high degree of judgment or complexity in their application.

#### ***Digital Currencies***

Digital currencies are included in current assets in the combined balance sheet. Digital currencies are recorded at cost less any impairment.

An intangible asset with an indefinite useful life is not amortized but assessed for impairment annually, or more frequently, when events or changes in circumstances occur indicating that it is more likely than not that the indefinite-lived asset is impaired. Impairment exists when the carrying amount exceeds its fair value. In testing for impairment, we have the option to first perform a qualitative assessment to determine whether it is more likely than not that an impairment exists. If it is determined that it is not more likely than not that an impairment exists, a quantitative impairment test is not necessary. If we conclude otherwise, we are required to perform a quantitative impairment test. To the extent an impairment loss is recognized, the loss establishes the new cost basis of the asset. Subsequent reversal of impairment losses is not permitted. We account for our gains or losses in accordance with the first in, first out (FIFO) method of accounting.



## **Post-Offering Taxation and Public Company Costs**

Stronghold LLC is and has been organized as a pass through entity for U.S. federal income tax purposes and is therefore not subject to entity-level U.S. federal income taxes. Stronghold Inc. was incorporated as a Delaware corporation on March 19, 2021 and therefore is subject to U.S. federal income taxes and additional state and local taxes with respect to its allocable share of any taxable income of Stronghold LLC and is taxed at the prevailing corporate tax rates. In addition to tax expenses, Stronghold Inc. also incurs expenses related to its operations, plus payment obligations under the Tax Receivable Agreement, which are expected to be significant. To the extent Stronghold LLC has available cash and subject to the terms of any current or future debt instruments, the Stronghold LLC Agreement requires Stronghold LLC to make pro rata cash distributions to Stronghold Unit Holders, including Stronghold Inc., in an amount sufficient to allow Stronghold Inc. to pay its taxes and to make payments under the Tax Receivable Agreement. In addition, the Stronghold LLC Agreement requires Stronghold LLC to make non-pro rata payments to Stronghold Inc. to reimburse it for its corporate and other overhead expenses, which payments are not treated as distributions under the Stronghold LLC Agreement. See “—Tax Receivable Agreement” and “Certain Relationships and Related Party Transactions—Tax Receivable Agreement.”

In addition, we expect to incur incremental, non-recurring costs related to our transition to a publicly traded corporation, including the costs of this initial public offering and the costs associated with the initial implementation of our internal control reviews and testing pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”). We also expect to incur additional significant and recurring expenses as a publicly traded corporation, including costs associated with compliance under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), annual and quarterly reports to common stockholders, registrar and transfer agent fees, national stock exchange fees, audit fees, incremental director and officer liability insurance costs and director and officer compensation. Our financial statements following this offering will reflect the impact of these expenses.

## **Factors Affecting Comparability of Our Future Results of Operations to Our Historical Results of Operations**

Our historical financial results discussed below may not be comparable to our future financial results for the reasons described below.

Stronghold Inc. is subject to U.S. federal, state and local income taxes as a corporation. Our accounting predecessor was treated as a partnership for U.S. federal income tax purposes, and as such, was generally not subject to U.S. federal income tax at the entity level. Rather, the tax liability with respect to its taxable income was passed through to its members. Accordingly, the financial data attributable to our predecessor contains no provision for U.S. federal income taxes or income taxes in any state or locality. Due to cumulative and current losses as well as an evaluation of other sources of income as outlined in ASC 740, management has determined that the utilization of deferred taxes is not more likely than not, and therefore we have recorded a valuation allowance against our net deferred tax assets. Management continues to evaluate the likelihood of the Company utilizing its deferred taxes, and while the valuation allowance remains in place, we expect to record no income tax expense or benefit. Should the valuation allowance no longer be required, the 21% statutory federal income tax rate will apply to income allocated to Stronghold Inc. as well as state and local income taxes, resulting in an estimated blended statutory rate of 28.89% of pre-tax earnings or losses.

As we further implement controls, processes and infrastructure applicable to companies with publicly traded equity securities, it is likely that we will incur additional selling, general and administrative expenses relative to historical periods. Our future results will depend on our ability to efficiently manage our combined operations and execute our business strategy.

As we continue to acquire miners and utilize our power generating assets to power such miners, we anticipate that a great proportion of our revenue and expenses will relate to crypto asset mining.

## Results of Operations

### Consolidated Results

Six Months Ended June 30, 2021 and June 30, 2020

|  | Six Months Ended June 30, |                |                     |                |                       |                  |
|--|---------------------------|----------------|---------------------|----------------|-----------------------|------------------|
|  | 2021<br>(unaudited)       | % of<br>Total  | 2020<br>(unaudited) | % of<br>Total  | \$ Change             | % of<br>Total    |
| <b>OPERATING REVENUES</b>                          |                           |                |                     |                |                       |                  |
| Energy   | \$ 3,486,822              | 44.2%          | \$ 584,659          | 27.0%          | \$ 2,902,163          | 496.4%           |
| Capacity   | 1,283,236                 | 16.3%          | 1,469,661           | 67.8%          | (186,425)             | (12.7)%          |
| Crypto asset hosting                               | 1,242,518                 | 23.3%          | —                   | 0.0%           | 1,242,518             | —                |
| Crypto asset mining                                | 1,840,903                 | 23.3%          | 80,229              | 3.7%           | 1,760,674             | 2,194.5%         |
| Other  | 33,123                    | 0.4%           | 33,743              | 1.6%           | (620)                 | (1.8)%           |
| Total operating revenues                           | 7,886,602                 | 100.0%         | 2,168,292           | 100.0%         | 5,718,309             | 263.7%           |
| <b>OPERATING EXPENSES</b>                          |                           |                |                     |                |                       |                  |
| Fuel   | 4,100,521                 | 34.5%          | 302,937             | 10.2%          | 3,797,584             | 1,253.6%         |
| Operations and maintenance                         | 3,204,858                 | 26.9%          | 1,663,367           | 55.8%          | 1,541,491             | 92.7%            |
| General and administrative                         | 2,907,847                 | 24.4%          | 728,590             | 24.5%          | 2,179,257             | 299.1%           |
| Impairments on digital currencies                  | 375,246                   | 3.2%           | —                   | 0.0%           | 375,246               | —                |
| Depreciation and amortization                      | 1,305,174                 | 11.0%          | 283,453             | 9.5%           | 1,021,721             | 360.5%           |
| Total operating expenses                           | 11,893,646                | 100.0%         | 2,978,347           | 100.0%         | 8,915,300             | 299.3%           |
| <b>NET OPERATING INCOME/(LOSS)</b>                 | <b>(4,007,044)</b>        | <b>(33.7)%</b> | <b>(810,055)</b>    | <b>(27.2)%</b> | <b>(3,196,990)</b>    | <b>394.7%</b>    |
| <b>OTHER INCOME (EXPENSE)</b>                      |                           |                |                     |                |                       |                  |
| Interest Expense                                   | (134,083)                 | (25.5)%        | (74,500)            | (6.4)%         | (59,583)              | 80.0%            |
| Gain on extinguishment of government loans         | 638,800                   | 121.7%         | —                   | 0.0%           | 638,800               | —                |
| Realized gain (loss) on sale of digital currencies | 149,858                   | 28.5%          | 1,280               | 0.1%           | 148,579               | 11,609.7%        |
| Commission on sale of ash                          | —                         | 0.0%           | —                   | 0.0%           | —                     | —                |
| Changes in fair value of warranty liabilities      | (191,477)                 | (36.5)%        | —                   | 0.0%           | (191,477)             | —                |
| Derivative contracts, net                          | —                         | 0.0%           | 1,207,131           | 103.3%         | (1,207,131)           | (100.0)%         |
| Waste coal credit                                  | 23,796                    | 4.5%           | 7,500               | 0.6%           | 16,296                | 217.3%           |
| Other  | 38,185                    | 7.3%           | 27,258              | 2.3%           | 10,927                | —                |
| Total other income                                 | 525,079                   | 100.0%         | 1,168,669           | 100.0%         | (643,590)             | (55.1)%          |
| <b>NET INCOME/(LOSS)</b>                           | <b>\$ (3,481,965)</b>     |                | <b>\$ 358,614</b>   |                | <b>\$ (3,840,580)</b> | <b>(1071.0)%</b> |

Highlights of our consolidated results of operations for six months ended June 30, 2021 compared to the six months ended June 30, 2020 include:

Total revenue from all segments increased by \$5.7 million, or 263.7%, to approximately \$7.9 million. The largest single source of revenue growth is from energy generation and the continued ramp up to full MW capacity. This growth was approximately \$2.9 million or 495.9%. Additionally, total crypto asset revenue growth of approximately \$3.1 million included approximately \$1.2 million from hosting and an increase of \$1.9 million from mining. No hosting revenue existed in the six months ended June 30, 2020. Impairment costs of \$375.2 thousand was attributed to the declines in the Bitcoin market pricing during the May to June 2021 timeframe.

Operating expenses increased by \$8.9 million or 299.3%. The increase was partially attributable to increases of \$3.7 million in fuel for the Scrubgrass Plant to produce higher MW capacity to provide power to the energy operations and cryptocurrency operations segments. The Scrubgrass Plant was relatively dormant for the six months

ended June 30, 2020. Additionally, we experienced an increase of \$1.5 million in operations and maintenance expenses related to the energy ramp-up requiring labor, vehicles, and major maintenance and upgrade operating expenses so the Scrubgrass Plant can be fully operational at the required higher capacities. Further, we had an increase of \$2.2 million in general and administrative expenses due to legal and professional fees, delinquent property taxes, increased insurance costs, and compensation as we continue to organize and scale to a larger legal structure. Impairment costs of \$375.2 thousand was attributed to the declines in the Bitcoin market pricing during the May to June 2021 timeframe. We also recorded \$1.3 million in depreciation, an increase of approximately \$1.1 million over the comparable period in 2020, due to the ramp-up of capital expenditures required for miners and power transformers to grow the cryptocurrency hosting and mining infrastructures.

During the six months ended June 30, 2021, other income decreased by \$(643.6) thousand to \$525.1 thousand as a result of the \$1.2 million gains from closing out all derivatives (i.e. hedging positions) during the prior comparable period. The negative impact of the change due to the derivative gains for the six months ended June 30, 2020 were partially offset by the gains from the extinguishment of the \$638.8 thousand PPP loan in January 2021.

## Segment Results

The below presents summarized results for our operations for the two reporting segments: Energy Operations and Cryptocurrency Operations.

|   | Six Months Ended,     |                     |                       |                   |
|---|-----------------------|---------------------|-----------------------|-------------------|
|   | June 30, 2021         | June 30, 2020       | \$ Change             | % of Total        |
| <b>Operating Revenues</b>   |                       |                     |                       |                   |
| Energy Operations   | \$ 4,803,181          | \$ 2,088,064        | \$ 2,715,117          | 130.0%            |
| Cryptocurrency Operations   | 3,083,421             | 80,229              | 3,003,192             | 3,743.3%          |
| <b>Total Operating Revenues</b>   | <b>\$ 7,886,602</b>   | <b>\$ 2,168,293</b> | <b>\$ 5,718,309</b>   | <b>263.7%</b>     |
| <b>Net Operating Income/(Loss)</b>                                      |                       |                     |                       |                   |
| Energy Operations   | \$ (3,504,267)        | \$ (598,807)        | \$ (2,905,460)        | 485.2%            |
| Cryptocurrency Operations   | 802,397               | 72,205              | 730,192               | 1,011.3%          |
| <b>Net Operating Income/(Loss)- excluding Depreciation/Amortization</b> | <b>\$ (2,701,870)</b> | <b>\$ (526,602)</b> | <b>\$ (2,175,268)</b> | <b>413.1%</b>     |
| <b>Net Operating Income/(Loss)- including Depreciation/Amortization</b> | <b>\$ (4,007,044)</b> | <b>\$ (810,055)</b> | <b>\$ (3,196,989)</b> | <b>394.7%</b>     |
| <b>Depreciation and Amortization</b>                                    |                       |                     |                       |                   |
| Energy Operations   | \$ (281,538)          | \$ (283,453)        | \$ 1,915              | (0.7)%            |
| Cryptocurrency Operations   | (1,023,636)           | -                   | (1,023,636)           | -                 |
| <b>Total Depreciation &amp; Amortization</b>                            | <b>\$ (1,305,174)</b> | <b>\$ (283,453)</b> | <b>\$ (1,021,721)</b> | <b>360.5%</b>     |
| <b>Interest Expense</b>   |                       |                     |                       |                   |
| Energy Operations   | \$ (68,305)           | \$ (74,500)         | \$ 6,194              | (8.3)%            |
| Cryptocurrency Operations   | (65,777)              | -                   | (65,777)              | -                 |
| <b>Total Interest Expense</b>   | <b>\$ (134,083)</b>   | <b>\$ (74,500)</b>  | <b>\$ (59,583)</b>    | <b>80.0%</b>      |
| <b>Other Income/(Expenses)</b>  |                       |                     |                       |                   |
| Energy Operations   | \$ 662,596            | \$ 1,243,169        | \$ (580,573)          | (46.7)%           |
| Cryptocurrency Operations   | (3,434)               | -                   | (3,434)               | -                 |
| <b>Total Other Income/(Expenses)</b>                                    | <b>\$ 659,162</b>     | <b>\$ 1,243,169</b> | <b>\$ (584,007)</b>   | <b>(47.0)%</b>    |
| <b>Net Income</b>   |                       |                     |                       |                   |
| Energy Operations   | \$ (3,191,514)        | \$ 286,409          | \$ (3,477,923)        | (1,214.3)%        |
| Cryptocurrency Operations   | (290,451)             | 72,205              | (362,656)             | (502.3)%          |
| <b>Net Income</b>   | <b>\$ (3,481,965)</b> | <b>\$ 358,614</b>   | <b>\$ (3,840,578)</b> | <b>(1,071.0)%</b> |

## Energy Operations Segment

|   | 2021                                |                              | Six Months Ended June 30,       |                           | 2020                                |                                 |
|---|-------------------------------------|------------------------------|---------------------------------|---------------------------|-------------------------------------|---------------------------------|
|   | (unaudited)                         | % of Total                   | (unaudited)                     | % of Total                | \$ Change                           | % of Total                      |
| <b>OPERATING REVENUES</b>                                 |                                     |                              |                                 |                           |                                     |                                 |
| Energy  | \$ 3,483,987                        | 72.5%                        | \$ 584,659                      | 28.0%                     | \$ 2,899,328                        | 495.9%                          |
| Capacity  | 1,286,071                           | 26.8%                        | 1,469,661                       | 70.4%                     | (183,590)                           | (12.5)%                         |
| Renewable Energy Credits                                  | 33,123                              | 0.7%                         | 33,743                          | 1.6%                      | (620)                               | (1.8)%                          |
| Total operating revenues                                  | 4,803,181                           | 100.0%                       | 2,088,063                       | 100.0%                    | 2,715,117                           | 130.0%                          |
| <b>OPERATING EXPENSES</b>                                 |                                     |                              |                                 |                           |                                     |                                 |
| Fuel - net of crypto segment subsidy                      | 3,601,815                           | 41.9%                        | 302,937                         | 10.2%                     | 3,298,878                           | 1,089.0%                        |
| Operations and maintenance                                | 3,093,697                           | 36.0%                        | 1,657,535                       | 55.8%                     | 1,436,162                           | 86.6%                           |
| General and administrative                                | 1,611,936                           | 18.8%                        | 726,399                         | 24.5%                     | 885,537                             | 121.9%                          |
| Total operating expenses                                  | 8,307,448                           | 96.7%                        | 2,686,870                       | 90.5%                     | 5,620,577                           | 209.2%                          |
| <b>NET OPERATING INCOME/(LOSS)</b>                        | <b>(3,504,267)</b>                  | <b>(40.8)%</b>               | <b>(598,808)</b>                | <b>(20.2)%</b>            | <b>(2,905,460)</b>                  | <b>485.2%</b>                   |
| <b>DEPRECIATION &amp; AMORTIZATION</b>                    | <b>(281,538)</b>                    | <b>(3.3)%</b>                | <b>(283,453)</b>                | <b>(9.5)%</b>             | <b>1,915</b>                        | <b>(0.7)%</b>                   |
| <b>INTEREST EXPENSE</b>                                   | <b>(68,305)</b>                     | <b>(0.8)%</b>                | <b>(74,500)</b>                 | <b>(2.5)%</b>             | <b>6,194</b>                        | <b>(8.3)%</b>                   |
| <b>OTHER INCOME (EXPENSE)- excluding interest expense</b> | <b>662,596</b>                      | <b>7.7%</b>                  | <b>1,243,169</b>                | <b>41.9%</b>              | <b>(580,573)</b>                    | <b>(46.7)%</b>                  |
| <b>NET INCOME/(LOSS)</b>                                  | <b><u><u>\$ (3,191,515)</u></u></b> | <b><u><u>(37.2)%</u></u></b> | <b><u><u>\$ 286,408</u></u></b> | <b><u><u>9.6%</u></u></b> | <b><u><u>\$ (3,477,923)</u></u></b> | <b><u><u>(1,214.3)%</u></u></b> |

### Operating Revenues

Total operating revenues increased by \$2.7 million, or 130.0%, to \$4.8 million for the six months ended June 30, 2021, from \$2.1 million for the six months ended June 30, 2020.

### Energy Generation

Revenue from the generation of energy increased by \$2.9 million, or 495.9%, to approximately \$3.5 million for the six months ended June 30, 2021 from \$584.7 thousand for the six months ended June 30, 2020. The increase was the result of the plant energy production no longer remaining relatively dormant as was the case during the six months ended June 30, 2020. Full plant power utilization is optimal for our revenue growth as it also drives a higher volume of Tier II RECs, waste coal tax credits, and beneficial use ash sales, as well as the increased power bandwidths for the crypto asset operations.

### Capacity

Revenue generated from capacity marginally decreased by \$183.6 thousand, or (12.5%), to approximately \$1.3 million for the six months ended June 30, 2021 from \$1.5 million for the six months ended June 30, 2020. The decrease was primarily the result of the lower pricing per kWh of capacity for the Scrubgrass Plant.

## ***Operating Expenses***

Operating expenses increased by \$5.6 million, or 209.2%, to approximately \$8.3 million for the six months ended June 30, 2021 from \$2.7 million for the six months ended June 30, 2020.

### ***Fuel – net of crypto segment subsidy***

Fuel expense, after \$(498.7) thousand in subsidized power costs from the crypto operations segment, increased by \$3.3 million, or 1,089.0%, to approximately \$3.6 million for the six months ended June 30, 2021 from \$302.9 thousand for the six months ended June 30, 2020. The subsidized power costs are for providing power to the crypto hosting and mining assets at a market price of \$27 per MWh. The \$3.3 million increase in fuel expenses compared to the six months ended June 30, 2020 was attributable to the continued expansions of energy production and the required coal, ash and limestone fuel purchases to generate energy to support the expansions. The fuel purchases for the six months ended June 30, 2020 were very minimal as the Scrubgrass Plant was dormant, and both the crypto hosting and mining assets were relatively non-existent and did not purchase power from the Scrubgrass Plant.

### ***Operations and maintenance***

Operations and maintenance expenses increased by \$1.4 million, or 86.6%, to approximately \$3.1 million for the six months ended June 30, 2021 from \$1.7 million for the six months ended June 30, 2020. The increases result from the required costs to properly support and maintain the Scrubgrass Plant versus the six months ended June 30, 2020. These costs include payroll, plant-related treatment, major maintenance and upgrade expenditures to get the Scrubgrass Plant to full capacity, and vehicles. The relative amount of these costs, particularly payroll and major maintenance and upgrade expenditures, for the six months ended June 30, 2020, were comparatively small as the Scrubgrass Plant was just beginning to increase MW production after being dormant.

### ***General and administrative***

General and administrative (“G&A”) expenses include legal and professional fees related to progress billings for the audit and due diligence reviews, general counsel support, property taxes, insurance premiums related to coverages and rates, and management fees. The majority of G&A costs are allocated between the two segments using a “fair-share” of revenues approach, where the revenue for the segment is divided by the total combined revenues of the segments and is then multiplied by the shared G&A costs for the combined segments.

As a result, G&A expenses increased by \$885.5 thousand, or 121.9%, to approximately \$1.6 million for the six months ended June 30, 2021 from \$726.4 thousand for the six months ended June 30, 2020. The cryptocurrency operations segment revenue was \$80.2 thousand for the six months ended June 30, 2020, so the energy operations segment realized 100% of the general and administrative costs during this time. The majority of the \$885.5 thousand increase was due to legal and professional fees as we executed more contracts and required more professional services to scale our legal structures during this period. In addition, the payment of delinquent property taxes and the increases in insurance coverages and rates due to the higher rates in the risk markets.

### ***Depreciation and Amortization***

Depreciation and amortization expense marginally decreased by \$1.9 thousand, or (0.7%), to approximately \$(281.5) thousand for the six months ended June 30, 2021, from \$(283.5) thousand for the six months ended June 30, 2020 as assets reached their end of life for depreciation purposes.

### ***Interest Expense***

Interest expense decreased by \$(6.2) thousand, or (8.3%), to \$(68.3) thousand for the six months ended June 30, 2021 from \$(74.5) thousand for the six months ended June 30, 2020 as loans were either paid off or later in their terms with lower interest portions of their payments.

### ***Other Income (Expense)***

Other income decreased by \$(580.6) thousand, or (46.7%), to \$663.6 thousand for the six months ended June 30, 2021, from \$1.2 million for the six months ended June 30, 2020. We realized \$1.2 million in gains from closing

out all derivatives (i.e., hedging positions) during the six months ended June 30, 2020. This was partially offset by the gains from extinguishment of the \$638.8 thousand PPP loan in January 2022.

## Cryptocurrency Operations Segment

|  | Six Months Ended June 30, |                |                     |               |                     |                  |
|--|---------------------------|----------------|---------------------|---------------|---------------------|------------------|
|  | 2021<br>(unaudited)       | % of Total     | 2020<br>(unaudited) | % of Total    | \$ Change           | % of Total       |
| <b>OPERATING REVENUES</b>                            |                           |                |                     |               |                     |                  |
| Crypto asset hosting                                 | \$ 1,840,903              | 59.7%          | \$ -                | 0.0%          | \$ 1,840,903        | -                |
| Crypto asset mining                                  | 1,242,518                 | 40.3%          | 80,229              | 100.0%        | 1,162,289           | 1,448.7%         |
| <b>Total operating revenues</b>                      | <b>3,083,421</b>          | <b>100.0%</b>  | <b>80,229</b>       | <b>100.0%</b> | <b>3,003,192</b>    | <b>3,743.3%</b>  |
| <b>OPERATING EXPENSES</b>                            |                           |                |                     |               |                     |                  |
| Fuel - purchased from energy segment                 | 498,706                   | 15.1%          | -                   | 0.0%          | 498,706             | -                |
| Operations and maintenance                           | 85,006                    | 2.6%           | 5,832               | 72.7%         | 79,173              | 1,357.5%         |
| General and administrative                           | 1,322,066                 | 40.0%          | 2,191               | 27.3%         | 1,319,876           | 60,250.5%        |
| Impairments on digital currencies                    | 375,246                   | 11.4%          | -                   | 0.0%          | 375,246             | -                |
| <b>Total operating expenses</b>                      | <b>2,281,024</b>          | <b>69.0%</b>   | <b>8,023</b>        | <b>100.0%</b> | <b>2,273,001</b>    | <b>28,331.2%</b> |
| <b>NET OPERATING INCOME/(LOSS)</b>                   | <b>802,397</b>            | <b>24.3%</b>   | <b>72,206</b>       | <b>900.0%</b> | <b>730,191</b>      | <b>1,011.3%</b>  |
| <b>DEPRECIATION &amp; AMORTIZATION</b>               | <b>(1,023,636)</b>        | <b>(31.0)%</b> | <b>-</b>            | <b>0.0%</b>   | <b>(1,023,636)</b>  | <b>-</b>         |
| <b>INTEREST EXPENSE</b>                              | <b>(65,777)</b>           | <b>(2.0)%</b>  | <b>-</b>            | <b>0.0%</b>   | <b>(65,777)</b>     | <b>-</b>         |
| <b>OTHER INCOME (EXPENSE)- excl interest expense</b> | <b>(3,434)</b>            | <b>(0.1)%</b>  | <b>-</b>            | <b>0.0%</b>   | <b>(3,434)</b>      | <b>-</b>         |
| <b>NET INCOME/(LOSS)</b>                             | <b>\$ (290,451)</b>       | <b>(8.8)%</b>  | <b>\$ 72,206</b>    | <b>900.0%</b> | <b>\$ (362,657)</b> | <b>(502.3)%</b>  |

### Operating Revenues

Total operating revenues increased by \$3.0 million, or 3,743.3%, to \$3.1 million for the six months ended June 30, 2021, from \$80.2 thousand for the six months ended June 30, 2020.

#### Crypto asset hosting revenue

Revenue generated from crypto asset hosting increased by \$1.2 million from zero for the six months ended June 30, 2020. This increase was due to the continued expansion of generated power sales to crypto asset mining customers for which we are providing hosting services. Beginning in the fourth quarter of 2020, we began expanding our data center capacities with the purchase and implementation of equipment capable of increasing our hosting bandwidths.

#### Crypto asset mining revenue

Revenue generated from crypto asset mining increased by \$1.8 million, or 2,194.6%, to approximately \$1.8 million for the six months ended June 30, 2021 from \$80.2 thousand for the six months ended June 30, 2020. The increase was primarily the result of the purchase of 3,246 miners and the expansions that started during the fourth

quarter of 2020 through the second quarter of 2021 with the deployments of these miners significantly increasing total hash rates and Bitcoin revenues.

### ***Operating Expenses***

Operating expenses increased to \$2.1 million for the six months ended June 30, 2021 from \$8 thousand for the six months ended June 30, 2020. There were no hosting customers and a very small hash rate output due to a small number of miners for the six months ended June 30, 2020, resulting in very small costs to operate.

#### *Fuel - purchased from energy segment*

The cryptocurrency operations segment purchases power from the Scrubgrass Plant at \$27 per MWh to provide power to both the hosted customer and Bitcoin mining equipment. The \$498.7 million increase compared to the six months ended June 30, 2020 was attributable to the continued expansions of these assets and customer strategy, as discussed previously, starting in the fourth quarter of 2020 into the second quarter of 2021. Both the crypto hosting and mining assets were relatively non-existent for the six months ended June 30, 2020.

#### *Operations and maintenance*

Operations and maintenance expenses increased by \$79.1 thousand, or 1,357.5%, to approximately \$85.0 thousand for the six months ended June 30, 2021 from \$5.8 thousand for the six months ended June 30, 2020. The cryptocurrency operations require minimal operational costs, other than occasional maintenance. This increase to operations and maintenance expenses was driven by an increase in hash rate for the period.

#### *General and administrative*

General and administrative expenses include legal and professional fees related to progress billings for the audit and due diligence reviews, general legal support, property taxes, insurance premiums related to coverages and rates, and management fees. The majority of G&A costs are allocated between the two segments using a "fair-share" of revenues approach, where the revenue for the segment is divided by the total combined revenues of the segments and is then multiplied by the shared G&A costs for the combined segments.

As a result, general and administrative expenses were \$1.3 million for the six months ended June 30, 2021, compared to \$2.2 thousand for the six months ended June 30, 2020. Other than small fees, the cryptocurrency operations segment revenue was only \$80.2 thousand for the six months ended June 30, 2020 and had no allocations of costs to this segment.

#### *Impairments on digital currencies*

A (\$375.2) thousand impairment charge was recognized in the May to June 2021 timeframe as a result of the negative impacts from the crypto coin spot market declines against the held crypto coin inventories not yet converted to cash.

### ***Depreciation and Amortization***

Depreciation and amortization expense of \$(1.0) million for the six months ended June 30, 2021 from \$0 for the six months ended June 30, 2020. The continued purchase of infrastructure assets and miners for the crypto asset operations resulted in a depreciable base for 2021. Additionally, the capitalization of \$2.2 million for twelve transformers, previously in construction, were placed into production during the six months ended June 30, 2021.

### ***Interest Expense***

Interest expense of \$(65.7) thousand for the six months ended June 30, 2021 from \$0 for the six months ended June 30, 2020 and was attributable to the payoff of the related party notes.

### Other Income (Expense)

Other expenses of \$(3.4) thousand was primarily attributable to changes in the fair value of warranty liabilities of \$191.5 thousand, partially offset by realized gains on sales of digital currencies of \$148.6 thousand for the six months ended June 30, 2021 from \$0 for the six months ended June 30, 2020. Sales of Bitcoin have significantly ramped up as the expansions of the crypto asset infrastructure and miners that started in the fourth quarter of 2020.

### Energy Operations Segment

Year Ended December 31, 2020, Compared to Year Ended December 31, 2019

| Description  | Twelve Months Ended December 31, |                |                       |                |                     |                |
|--|----------------------------------|----------------|-----------------------|----------------|---------------------|----------------|
|  | 2020                             |                | 2019                  |                | \$ Change           | % Change       |
| Amount   | % of Total                       | Amount         | % of Total            |                |                     |                |
| <b>OPERATING REVENUES</b>                                  |                                  |                |                       |                |                     |                |
| Energy   | \$ 518,397                       | 14.7%          | \$ 7,047,237          | 64.0%          | \$ (6,528,840)      | (92.6)%        |
| Capacity   | 2,816,457                        | 79.9%          | 3,832,457             | 34.8%          | (1,016,000)         | (26.5)%        |
| Other  | 191,661                          | 5.4%           | 136,299               | 1.2%           | 55,362              | 40.6%          |
| Total operating revenues                                   | 3,526,515                        | 100.0%         | 11,015,993            | 100.0%         | \$ (7,489,478)      | (68.0)%        |
| <b>OPERATING EXPENSES</b>                                  |                                  |                |                       |                |                     |                |
| Fuel—net of crypto segment subsidy                         | 315,956                          | 5.8%           | 8,435,990             | 49.2%          | (8,120,034)         | (96.3)%        |
| Operations and maintenance                                 | 3,305,833                        | 61.0%          | 5,656,838             | 33.0%          | (2,351,005)         | (41.6)%        |
| General and administrative                                 | 1,800,082                        | 33.2%          | 3,051,431             | 17.8%          | (1,251,138)         | (41.0)%        |
| Total operating expenses                                   | 5,422,082                        | 100.0%         | 17,144,259            | 100%           | (11,722,177)        | (68.4)%        |
| <b>NET OPERATING INCOME/(LOSS)</b>                         | <b>(1,895,567)</b>               | <b>(53.8)%</b> | <b>(6,128,266)</b>    | <b>(55.6)%</b> | <b>4,232,699</b>    | <b>(69.1)%</b> |
| <b>DEPRECIATION &amp; AMORTIZATION</b>                     | <b>(558,630)</b>                 | <b>(15.8)%</b> | <b>(483,658)</b>      | <b>(4.4)%</b>  | <b>(74,972)</b>     | <b>15.5%</b>   |
| <b>INTEREST EXPENSE</b>                                    | <b>(205,480)</b>                 | <b>(5.8)%</b>  | <b>(192,961)</b>      | <b>(1.8)%</b>  | <b>(12,519)</b>     | <b>6.5%</b>    |
| <b>OTHER INCOME (EXPENSE) - excluding interest expense</b> | <b>2,501,216</b>                 | <b>70.9%</b>   | <b>4,921,239</b>      | <b>44.7%</b>   | <b>(2,420,023)</b>  | <b>(49.2)%</b> |
| <b>NET INCOME/(LOSS)</b>                                   | <b>\$ (190,271)</b>              | <b>(5.4)%</b>  | <b>\$ (1,882,130)</b> | <b>(17.1)%</b> | <b>\$ 1,725,185</b> | <b>(91.7)%</b> |

\* Denotes that % change is such that it is not meaningful.

### Energy Operations Segment

#### Energy Generation

Revenue generated from energy generation decreased by \$6.5 million, or 92.6%, to approximately \$518.4 thousand for the fiscal year ended December 31, 2020 from \$7.0 million for the fiscal year ended December 31, 2019. The decrease was primarily the result of producing less power due to low Local Marginal Pricing (“LMP”) for our area. LMP represents the cost to buy and sell power within wholesale electricity markets, and the low pricing negatively impacted the economics of generating power.



### *Capacity*

Revenue generated from capacity decreased by \$1.0 million, or 26.5%, to approximately \$2.8 million for the fiscal year ended December 31, 2020 from \$3.8 million for the fiscal year ended December 31, 2019. The decrease was primarily the result of the lower pricing per kWh of capacity for the plant.

### *Fuel – net of crypto segment subsidy*

Fuel expense decreased by \$8.1 million, or 96.0%, to approximately \$336.4 thousand for the fiscal year ended December 31, 2020 from \$8.4 million for the fiscal year ended December 31, 2019. The decrease was primarily attributable to lower capacity usage of the power generation facility. As less power is produced, the fuel used to operate the plant decreases.

### *Other Revenues*

Other revenues increased by \$55.4 thousand or 40.6% for the fiscal year ended December 31, 2020, from \$136.3 thousand for the fiscal year ended December 31, 2019 due to rebates.

### *Operations and maintenance*

Operations and maintenance expenses decreased by \$2.4 million, or 41.6%, to approximately \$3.3 million for the fiscal year ended December 31, 2020 from \$5.7 million for the fiscal year ended December 31, 2019. The decrease was primarily attributable to decreased power production in 2020 compared to 2019, which resulted in less maintenance required to keep the plant operating efficiently.

### *General and administrative*

G&A expenses include legal and professional fees related to progress billings for the audit and due diligence reviews, general counsel support, property taxes, insurance premiums related to coverages and rates, and management fees. The majority of G&A costs are allocated between the two segments using a “fair-share” of revenues approach, where the revenue for the segment is divided by the total combined revenues of the segments and is then multiplied by the shared G&A costs for the combined segments.

G&A expenses decreased by \$1.3 million, or 41.0%, to approximately \$1.8 million for the fiscal year ended December 31, 2020 from \$3.1 million for the fiscal year ended December 31, 2019. The decrease was primarily attributable to the reduction in plant operations, resulting in an analysis of expenses that were no longer critical in 2020. Cuts were made in areas of G&A expenses as a result of the analysis conducted by operational management.

### *Depreciation and Amortization*

Depreciation and amortization expense increased \$75.0 thousand, or 15.5%, to \$558.6 thousand for the fiscal year ended December 31, 2020 compared to \$483.7 thousand for the fiscal year ended December 31, 2019. The increase was primarily attributable to the purchase of more infrastructure assets and miners in 2020, resulting in a higher depreciable base in 2020 compared to 2019.

### *Interest Expense*

Interest expense increased \$12.5 thousand, or (6.5)%, to \$(205.5) thousand for the fiscal year ended December 31, 2020 compared to \$(193.0) thousand for the fiscal year ended December 31, 2019 and was primarily attributable to new equipment financing that commenced mid-year 2019, resulting in only a partial year of interest expense on financed equipment in 2019 as compared to a full year of interest expense on financed equipment in 2020.

### ***Other Income (Expense)***

Other income decreased \$(2.4) million, or 50.1%, to \$2.4 million for the fiscal year ended December 31, 2020 compared to \$4.8 million for the fiscal year ended December 31, 2019. The \$2.4 million decrease is due to declines in commission on sale of beneficial use ash, derivative contracts, and waste coal credits. The decreases in income from commission on sale of beneficial use ash of \$590.8 thousand is attributable to less energy produced at the

power generation facility, which in turn generated less ash as our primary beneficial ash customer in 2019 ceased to operate in 2020. The decrease in other income from derivative contracts of \$1.0 million attributable to lower hedging of plant production due to lower power production output. Further, the decreases in income from waste coal credits, which we receive due to the coal refuse utilized at our power generation facility, of \$0.8 million was primarily attributable to the lack of plant production in 2020, which resulted in decreased waste coal credits generation.

## Cryptocurrency Operations Segment

|   | Twelve Months Ended December 31, |             |                  |               |                  |                |
|---|----------------------------------|-------------|------------------|---------------|------------------|----------------|
|   | 2020                             | % of Total  | 2019             | % of Total    | \$ Change        | % of Total     |
| <b>OPERATING REVENUES</b>                                     |                                  |             |                  |               |                  |                |
| Crypto asset hosting  | \$ 252,413                       | 42.6%       | \$ —             | 0.0%          | \$ 252,413       | NM             |
| Crypto asset mining   | 339,456                          | 57.4%       | 33,337           | 100.0%        | 306,119          | 918.3%         |
| Total operating revenues                                      | 591,869                          | 100.0%      | 33,337           | 100.0%        | 558,532          | 1675.4%        |
| <b>OPERATING EXPENSES</b>                                     |                                  |             |                  |               |                  |                |
| Fuel - purchased from energy segment                          | 109,170                          | 18.9%       | —                | —             | —                | —              |
| Operations and maintenance                                    | —                                | 0.0%        | —                | —             | —                | —              |
| General and administrative                                    | 469,232                          | 81.1%       | 1,334            | —             | 467,898          | NM             |
| Impairments on digital currencies                             | —                                | 0.0%        | —                | —             | —                | —              |
| Total operating expenses                                      | 578,402                          | 100.0%      | 1,334            | —             | 467,898          | NM             |
| <b>NET OPERATING INCOME/(LOSS)</b>                            | <b>13,467</b>                    | <b>2.3%</b> | <b>32,003</b>    | <b>96.0%</b>  | <b>(18,536)</b>  | <b>(57.9)%</b> |
| <b>DEPRECIATION &amp; AMORTIZATION</b>                        | <b>—</b>                         | <b>0.0%</b> | <b>—</b>         | <b>0.0%</b>   | <b>—</b>         | <b>—</b>       |
| <b>INTEREST EXPENSE</b>                                       | <b>—</b>                         | <b>0.0%</b> | <b>—</b>         | <b>0.0%</b>   | <b>—</b>         | <b>—</b>       |
| <b>OTHER INCOME (EXPENSE)-<br/>excluding interest expense</b> | <b>31,810</b>                    | <b>5.4%</b> | <b>(1,516)</b>   | <b>(4.5)%</b> | <b>33,326</b>    | <b>—</b>       |
| <b>NET INCOME/(LOSS)</b>                                      | <b>\$ 45,277</b>                 | <b>7.6%</b> | <b>\$ 30,487</b> | <b>91.5%</b>  | <b>\$ 14,790</b> | <b>48.5%</b>   |

### Cryptocurrency Hosting

Revenue generated from cryptocurrency hosting increased \$252.4 thousand, or 100% for the fiscal year ended December 31, 2020 from zero for the fiscal year ended December 31, 2019. This increase was due to the commencement of generated power sales to a crypto asset mining customer for whom we are providing hosting services.

### Cryptocurrency Mining

Revenue generated from crypto asset mining increased by \$306.1 thousand, or 918.3%, to approximately \$339.5 thousand for the fiscal year ended December 31, 2020 from \$33.3 thousand for the fiscal year ended December 31, 2019. The increase was primarily the result of the purchase of additional miners and commencement of crypto asset mining operations in 2020.

### Operating Expenses

#### Fuel – purchased from energy segment

The cryptocurrency operations segment purchases power from the Scrubgrass Plant at \$27.00 per MWh to provide power to both the hosted customer and Bitcoin mining equipment. The \$88.9 thousand represents the slight ramp up of the cryptocurrency hosting and mining power compared to the fiscal year ended December 31, 2019. The installations of miners in the fourth quarter of 2020 ramped up our power requirements compared to December 31, 2019 when there were a minimal number of miners installed.

The cryptocurrency operations require minimal operating expenses at this time. Miner maintenance expenses are immaterial and could be included in the energy operations segment.

### *Operations and maintenance*

The cryptocurrency operations incurred no operating expenses for the fiscal years ended December 31, 2020 and 2019. Any minimal miner maintenance is immaterial and included in the energy operations segment.

### *General and administrative*

G&A expenses include legal and professional fees related to progress billings for the audit and due diligence reviews, general counsel support, property taxes, insurance premiums related to coverages and rates, and management fees. The majority of G&A costs are allocated between the two segments using a “fair-share” of revenues approach, where the revenue for the segment is divided by the total combined revenues of the segments and is then multiplied by the shared G&A costs for the combined segments.

G&A expenses increased to \$469.2 thousand for the fiscal year ended December 31, 2020 from \$1.3 thousand for the fiscal year ended December 31, 2019. Starting in 2020, we began allocating these expenses. The cryptocurrency revenues for the fiscal year ended December 31, 2019 were \$33.3 thousand and considered immaterial for this allocation to occur.

### ***Other Income (Expense)***

Other income (expense) only includes realized gains and losses on sale of digital currencies, as discussed in the immediately following paragraph.

### ***Realized gain (loss) on sale of digital currencies***

The increase in realized gain on sale of digital currencies of \$33.3 thousand, or 2,198.3%, to \$31.8 thousand for the fiscal year ended December 31, 2020 compared to \$(1.5) thousand for the fiscal year ended December 31, 2019 was primarily attributable to market value changes in the price of cryptocurrency during the respective periods.

### **Comparison of Non-GAAP Financial Measure**

Adjusted EBITDA is a non-GAAP financial measure. We define Adjusted EBITDA as net income (loss) before interest, taxes, depreciation and amortization, further adjusted by the removal of one-time transaction costs, impairment of digital currencies, realized gains and losses on the sale of long-term assets, expenses related to stock-based compensation, gains or losses on derivative contracts, gain on extinguishment of debt, realized gain or loss of digital currencies, or changes in fair value of warrant liabilities in the period presented.

Our board of directors and management team use Adjusted EBITDA to assess our financial performance because it allows them to compare our operating performance on a consistent basis across periods by removing the effects of our capital structure (such as varying levels of interest expense and income), asset base (such as depreciation, amortization, impairment, and realized gains and losses on sale of long-term assets) and other items (such as one-time transaction costs, expenses related to stock-based compensation, and unrealized gains and losses on derivative contracts) that impact the comparability of financial results from period to period. We present Adjusted EBITDA because we believe it provides useful information regarding the factors and trends affecting our business in addition to measures calculated under GAAP. Adjusted EBITDA is not a financial measure presented in accordance with GAAP. We believe that the presentation of this non-GAAP financial measure will provide useful information to investors and analysts in assessing our financial performance and results of operations across reporting periods by excluding items we do not believe are indicative of our core operating performance. Net income (loss) is the GAAP measure most directly comparable to Adjusted EBITDA. Our non-GAAP financial measure should not be considered as an alternative to the most directly comparable GAAP financial measure. You are encouraged to evaluate each of these adjustments and the reasons we consider them appropriate for supplemental analysis. In evaluating Adjusted EBITDA, you should be aware that in the future we may incur expenses that are the same as or similar to some of the adjustments in such presentation. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. There can be no assurance that we will not modify the presentation of Adjusted EBITDA in the future, and any such modification may be material. Adjusted EBITDA has important limitations as an analytical tool and you should not consider Adjusted EBITDA in isolation or as a substitute for analysis of our results as reported under GAAP.

Because Adjusted EBITDA may be defined differently by other companies in our industry, our definition of this non-GAAP financial measure may not be comparable to similarly titled measures of other companies, thereby diminishing its utility.

The following table presents a reconciliation of Adjusted EBITDA to the GAAP financial measure of net income (loss) for the six months ended June 30, 2021 and 2020. There were no adjustments for the removal of one-time transaction costs, impairment of digital currencies, realized gains and losses on the sale of long-term assets, expenses related to stock-based compensation, gains or losses on derivative contracts, gain on extinguishment of debt, realized gain or loss on sale of digital currencies or changes in fair value of warrant liabilities in the period presented.

|   | <b>Six Months Ended June 30,</b> |                |
|---|----------------------------------|----------------|
|   | <b>2021</b>                      | <b>2020</b>    |
|   | (in thousands)                   |                |
| <b>Net Income (loss)</b>                                  | (3,290.5)                        | 358.6          |
| Interest  | 134.1                            | 74.5           |
| Income Taxes  | —                                | —              |
| Depreciation and amortization                             | 1,305.2                          | 283.5          |
| One-time transaction costs                                | —                                | —              |
| Impairment of digital currencies                          | 375.2                            | —              |
| Realized gains and losses on the sale of long-term assets | —                                | —              |
| Expenses related to stock-based compensation              | 269.9                            | —              |
| (Gains)/Losses on derivative contracts                    | —                                | (1,207.1)      |
| Gain on extinguishment of debt                            | (638.8)                          | —              |
| Realized (gain)/loss on sale of digital currencies        | (149.9)                          | —              |
| Changes in fair value of warrant liabilities              | 191.5                            | —              |
| <b>Adjusted EBITDA</b>                                    | <b>(1,397.6)</b>                 | <b>(490.6)</b> |

The following table presents a reconciliation of Adjusted EBITDA to the GAAP financial measure of net income (loss) for the years ended December 31, 2020 and 2019. There were no adjustments for the removal of one-time transaction costs, impairment of digital currencies, realized gains and losses on the sale of long-term assets, expenses related to stock-based compensation, gains or losses on derivative contracts, gain on extinguishment of debt, realized gain or loss on sale of digital currencies or changes in fair value of warrant liabilities in the period presented.

|   | <b>Years Ended December 31,</b> |                  |
|---|---------------------------------|------------------|
|   | <b>2020</b>                     | <b>2019</b>      |
|   | (in thousands)                  |                  |
| <b>Net income (loss)</b>                                  | (145.0)                         | (1,851.4)        |
| Interest  | 202.5                           | 188.8            |
| Income taxes  | —                               | —                |
| Depreciation and amortization                             | 558.6                           | 483.7            |
| One-time transaction costs                                | —                               | —                |
| Impairment of digital currencies                          | —                               | —                |
| Realized gains and losses on the sale of long-term assets | —                               | —                |
| Expenses related to stock-based compensation              | —                               | —                |
| (Gains)/Losses on derivative contracts                    | (1,207.1)                       | —                |
| Gain on extinguishment of debt                            | —                               | —                |
| Realized (gain)/loss on sale of digital currencies        | (31.8)                          | 1.5              |
| Changes in fair value of warrant liabilities              | —                               | —                |
| <b>Adjusted EBITDA</b>                                    | <b>(591.0)</b>                  | <b>(1,178.9)</b> |

## Liquidity and Capital Resources

### Overview

Stronghold Inc. is a holding company with no operations and is the sole managing member of Stronghold LLC. Our principal asset consists of units of Stronghold LLC. Our earnings and cash flows and ability to meet any debt obligations will depend on the cash flows resulting from the operations of our operating subsidiaries, and the payment of distributions by such subsidiaries.

Our cash needs are primarily for growth through acquisitions and working capital to support equipment financing and the purchase of additional miners.

Cash needs for operations have historically been financed with cash generated from operations.

### Cash Flows

#### Analysis of Cash Flow Changes Between the Six Months Ended June 30, 2021 and 2020

The following table summarizes our cash flows for the periods indicated:

|   | Six Months Ended June 30, |                 |                    |
|---|---------------------------|-----------------|--------------------|
|   | 2021                      | 2020            | Change             |
|   | <i>(in thousands)</i>     |                 |                    |
| Net cash provided by (used in) operating activities | \$ 1,640.8                | \$ (893.1)      | \$ 2,533.9         |
| Net cash provided by (used in) investing activities | (90,872.8)                | 1,337.2         | (92,210.0)         |
| Net cash provided by (used in) financing activities | 132,643.6                 | 247.4           | 132,396.2          |
| Net change in cash                                  | <u>\$ 43,411.6</u>        | <u>\$ 691.5</u> | <u>\$ 42,720.1</u> |

*Operating Activities.* Net cash provided by operating activities was \$1.6 million for the six months ended June 30, 2021 compared to \$(893.1) thousand for the six months ended June 30, 2020. The \$2,533.9 thousand increase in cash provided by operating activities was primarily attributable to managing positive cash float with our trade payable vendors, partially offset by increases in operations and general and administrative costs due to the expansions in energy production and the crypto asset mining operations, and significant increases in investments by holding cryptocurrencies versus converting to cash equivalents in the spot markets. The energy production was relatively dormant for the six months ended June 30, 2020, and crypto asset mining operations ramped up significantly starting in the fourth quarter of 2020; not requiring the relatively higher net operating cash outflows as the six months ended June 30, 2021.

*Investing Activities.* Net cash used in investing activities was \$(90.9) million for the six months ended June 30, 2021 compared to \$1.3 million provided by investing activities for the six months ended June 30, 2020. The \$(92.2) million net cash used in investing activities was attributable to the continued ramp up of the crypto asset mining and hosting segment. These investments require significant deposits by equipment vendors as commitments for future deliveries of approximately 27,200 miners, increasing the production bandwidths utilizing 12 transformers (now in service), incremental construction in progress costs for additional transformers, and the implementation of an additional 3,246 miners starting in the fourth quarter of 2020 into the second quarter of 2021. The \$1.3 million increase in net cash provided by investing activities for the six months ended June 30, 2020 includes \$1.7 million in proceeds primarily resulting from the closing out of all hedging positions, partially offset by normal operating costs.

*Financing Activities.* Net cash provided by financing activities was \$132.6 million for the six months ended June 30, 2021 compared to \$247.4 thousand used in financing activities for the six months ended June 30, 2020. The significant increase of \$132.4 million in cash provided by financing activities was a culmination of receiving \$97.1 million (net of transaction fees) from the Private Placements and proceeds from the WhiteHawk Promissory Note (net of debt issuance costs) of \$39.1 million, as discussed in “—Debt Agreements— Equipment Financing Transactions” herein. This was partially offset by a \$2.0 million payoff of two related-party notes and the \$2.0 million cash portion of the \$7.0 million buyout of the Aspen Interest. We received a second round PPP loan in March 2021 in the amount of \$841.7 thousand. The first PPP loan received in May 2020 for \$638.8 thousand was

forgiven in January 2021. Additionally, the EIDL loan received in June 2020 in the amount of \$150.0 thousand was paid off on June 7, 2021.

### Analysis of Cash Flow Changes Between the Years Ended December 31, 2020 and 2019

The following table summarizes our cash flows for the periods indicated:

| Description   | Year Ended December 31, |           |            |
|---|-------------------------|-----------|------------|
|   | 2020                    | 2019      | Change     |
|   | (\$ in thousands)       |           |            |
| Net cash provided by operating activities           | \$ 587.2                | \$ 755.2  | \$ (168.0) |
| Net cash provided by (used in) investing activities | (1,827.8)               | 18.0      | (1,845.8)  |
| Net cash provided by (used in) financing activities | 1,409.6                 | (862.2)   | 2,235.8    |
| Net change in cash                                  | \$ 169.0                | \$ (53.0) | \$ 222.0   |

*Operating Activities.* Net cash provided by operating activities was \$587.2 thousand for the fiscal year ended December 31, 2020 compared to \$755.2 thousand for the fiscal year ended December 31, 2019. The \$168.0 thousand decrease in cash used in operating activities was primarily attributable to an increase in crypto assets, a use of cash, of (339.5) thousand offset by a decrease in accounts receivable of \$70.6 thousand and a decrease in inventory of 132.6 thousand, both sources of cash.

*Investing Activities.* Net cash used in investing activities was \$1,827.8 thousand for the fiscal year ended December 31, 2020 compared to \$18.0 thousand provided by investing activities for the fiscal year ended December 31, 2019. The \$1,845.8 thousand decrease in net cash used in investing activities was primarily attributable to the purchase of additional property, plant and equipment of \$1,986.4 thousand offset by \$158.6 thousand from the proceeds from sale of crypto assets.

*Financing Activities.* Net cash provided by financing activities was \$1,409.6 thousand for the fiscal year ended December 31, 2020 compared to \$826.2 thousand used in financing activities for the fiscal year ended December 31, 2019. The \$2,235.8 thousand increase in cash provided by financing activities was primarily attributable to the fiscal year ended December 31, 2020 proceeds from a loan under the Paycheck Protection Program of \$638.8 thousand, proceeds from EIDL loan of \$150.0 thousand, and proceeds from related-party notes payable of \$2,024.3 thousand. This was offset by \$1,183.2 thousand of distributions paid in the fiscal year ended December 31, 2020 compared to \$576.2 thousand of distributions paid in the fiscal year ended December 31, 2019.

### Debt Agreements

We have entered into various debt agreements used to purchase equipment to operate our business and a promissory note with WhiteHawk Finance LLC that is secured by our equipment contract commitments for future miner deliveries (the "WhiteHawk Promissory Note"). As of June 30, 2021, the amount owed under the debt agreements totaled \$40.7 million with repayment terms extending through June 30, 2023. Of the total amount outstanding of \$40.7 million, \$19.0 million was classified as current portion of long-term debt (less discounts and debt issuance costs) and will be repaid as of June 30, 2023. The remaining portion of long-term debt is \$18.9 million (less discounts and debt issuance costs). As of June 30, 2021, the monthly repayment amounts, including interest, totaled \$1.8 million. For additional information, see "Note 6 – Long-Term Debt to our Unaudited Consolidated Financial Statements" in the notes to our financial statements.

Total obligations under all debt agreements as of June 30, 2021, including a second round PPP loan of \$841.7 thousand, was \$41.6 million.

At June 30, 2021, we were party to two promissory notes, which include: (i) the promissory note dated as of December 31, 2020, by and between Stronghold LLC and Scrubgrass LP (the "Scrubgrass Note"), providing for a loan in the amount of \$150,000 bearing an interest rate of 8.0% per annum and a maturity date of June 30, 2021, and (ii) the promissory note dated June 30, 2021, by and between Stronghold Inc. and WhiteHawk Finance LLC bearing an interest rate of 10.0% per annum (in arrears) and a maturity date of June 23, 2023. The maturity date for the two notes may be accelerated upon certain instances and may generally be prepaid without premium or penalty. There

are certain restrictions on prepayment of each of the promissory notes and the interest rate for each may be adjusted upon the occurrence of certain events.

### ***Equipment Financing Transactions***

On April 2, 2021, we entered into a purchase agreement with a seller for the acquisition of 15,000 of their MV7 ASIC SHA256 model cryptocurrency miner equipment (miners) with a total terahash to be delivered equal to 1.5 million terahash (total terahash). The price per miner is \$4,892.50 for an aggregate purchase price of \$73,387,500 to be paid in installments. The first installment of 60% of the purchase price, or \$44,032,500, was paid on April 2, 2021, and an additional payment of 20% of the purchase price, or \$14,677,500, was paid on June 2, 2021. The remaining 20% is still owed and is scheduled to be made one month before the shipping date. The seller anticipates shipping no less than 15,000 miners by January 2022. Anticipated delivery quantities and timeframe will be no less than 2,500 miners by October 31, 2021, no less than 5,000 miners by November 30, 2021, no less than 5,000 by December 31, 2021, and the remaining 2,500 by January 2022. In exchange for the delivery of the miners that are operating under the specifications set forth in the purchase agreement, the seller will be granted 154,114 shares of Class A common stock of Stronghold Inc. at a price per share of \$25.00. The aggregate purchase price does not include shipping costs, which are the responsibility of the Company and shall be determined at which time the miners are ready for shipment.

We entered into a hardware purchase and sales agreement with a party effective April 1, 2021. Hardware includes, but is not limited to, ASIC miners, power supply units, power distribution units and replacement fans for ASIC miners. All hardware must be paid for in advance before it is shipped to us. We made payments to this party totaling \$5,657,432 in April 2021 and costs have been capitalized and reported as property and equipment.

We entered into a hardware purchase and sales agreement with a party effective April 1, 2021. Hardware includes, but is not limited to, ASIC miners, power supply units, power distribution units and replacement fans for ASIC miners. Total purchase price is \$12,660,000 for 2,400 BitmainS19j miners to be delivered monthly in equal quantities (200 per month) from November 2021 through October 2022. All hardware must be paid for in advance before it is shipped to us. We made a 30% down payment of \$3,798,000 on April 1, 2021 with the remaining 70% or \$8,862,000, agreed to be paid in 17 installments.

On April 14, 2021, we entered into an agreement with a party to provide approximately 9,900 miners for \$21,011,287. We were required to make an initial payment on the miners that are expected to begin delivery in September 2021. We made a 75% deposit of \$15,758,432 in April 2021, and the remaining 25%, or \$5,252,822, is due 40 days prior to the final delivery date. Once operational, after deducting an amount equal to \$0.027/kWh for the actual power used, 65% of all cryptocurrency revenue generated by the miners shall be payable to us and 35% of all cryptocurrency revenue generated by the miners shall be payable to this party or its designee. As of June 30, 2021, there are no miners operating that will obligate the Company to pay the 35% revenue share.

### **Arctos/NYDIG Financing Agreement**

On June 25, 2021, Stronghold Digital Mining LLC entered into the Arctos/NYDIG Financing Agreement with Arctos whereby Arctos agreed to lend to us an aggregate amount not to exceed \$34,481,700 (the "Maximum Advance Amount") to finance the purchase of certain Bitcoin miners and related equipment (the "Arctos/NYDIG-Financed Equipment"). The aggregate principal outstanding bears interest of 10% and will be repaid in 24 monthly payments, with a 1.25% fee due if the Maximum Advance Amount is not requested prior to August 15, 2021. Outstanding borrowings under the Arctos/NYDIG Financing Agreement are secured by the Arctos/NYDIG-Financed Equipment and the contracts to acquire the Arctos/NYDIG-Financed Equipment. The Arctos/NYDIG Financing Agreement includes customary restrictions on additional liens on the Arctos/NYDIG-Financed Equipment. At August 30, 2021, approximately \$10.3 million remains available to be drawn under the Arctos/NYDIG Financing Agreement. The Arctos/NYDIG Financing Agreement may not be terminated by us or prepaid in whole or in part. In conjunction with the Arctos/NYDIG Financing Agreement, we issued 43,845 shares of Class A common stock to Arctos and may issue additional shares of Class A common stock to Arctos in consideration of future financings.

## WhiteHawk Financing Agreement

On June 30, 2021, Stronghold Digital Mining Equipment, LLC entered into an equipment financing agreement (the “WhiteHawk Financing Agreement”) with WhiteHawk Finance LLC (“WhiteHawk”) whereby WhiteHawk agreed to lend to us an aggregate amount not to exceed \$40.0 million (the “Total Advance”) to finance the purchase of certain Bitcoin miners and related equipment (the “WhiteHawk-Financed Equipment”). At August 30, 2021, the entirety of the Total Advance was drawn under the WhiteHawk Financing Agreement. The aggregate principal outstanding bears interest of 10% and will be repaid in 24 monthly payments. Outstanding borrowings under the WhiteHawk Financing Agreement are secured by the WhiteHawk-Financed Equipment and the contracts to acquire the WhiteHawk-Financed Equipment. The WhiteHawk Financing Agreement includes customary restrictions on additional liens on the WhiteHawk-Financed Equipment and is guaranteed by the Company. The WhiteHawk Financing Agreement may be terminated early if we, among other things, pay the Early Termination Fee (as defined therein). In conjunction with the WhiteHawk Financing Agreement, we issued a stock purchase warrant to WhiteHawk, which provides for the purchase of a number of shares of Class A common stock at \$0.01 per share, equal to approximately \$2.0 million, subject to adjustment as described in the warrant agreement. The warrant expires on June 30, 2031.

### **Contractual Obligations**

The tables below provide estimates of the timing of future payments that we are contractually obligated to make based on agreements in place as of June 30, 2021. They exclude any of our obligations under the Tax Receivable Agreement. Due to the uncertainty of various factors, we cannot precisely estimate the amount or timing of the tax benefits we are likely to realize as a result of Stronghold LLC Unit exchanges or the amounts we are likely to be obligated to pay pursuant to the Tax Receivable Agreement; however, we expect that such payments will be substantial. See “Certain Relationships and Related Party Transactions—Stronghold LLC Agreement” and “Certain Relationships and Related Party Transactions —Tax Receivable Agreement.”

|   | Payments Due by Period (in thousands) |              |           |              |
|---|---------------------------------------|--------------|-----------|--------------|
|   | Less than<br>1 year                   | 1–3 years    | 4–5 years | Total        |
|   | (in thousands)                        |              |           |              |
| Various equipment loans                             | \$ 417.5                              | \$ 326.2     | \$ -      | \$ 743.7     |
| WhiteHawk Promissory Note                           | \$ 19,005.0                           | \$ 20,995.0  | \$ -      | \$ 40,000.0  |
| PPP loan  | \$ -                                  | \$ -         | \$ -      | \$ 841.7     |
| Subtotal  | \$ 19,422.5                           | \$ 21,321.2  | \$ -      | \$ 41,585.4  |
| Additional costs against the notes:                 |                                       |              |           |              |
| Deferred debt issuance costs                        | \$ (450.0)                            | \$ (450.0)   | \$ -      | \$ (900.0)   |
| Warrants issued as part of debt financing agreement | \$ -                                  | \$ (1,999.4) | \$ -      | \$ (1,999.4) |
| Equipment Financing Agreement                       | \$ 26,787.8                           | \$ 15,825    | \$ -      | \$ 28,370.3  |
| Total   | \$ 45,760.3                           | \$ 34,696.8  | \$ -      | \$ 67,056.3  |

### **Tax Receivable Agreement**

The Tax Receivable Agreement generally provides for the payment by Stronghold Inc. to certain of the Stronghold Unit Holders of 85% of the net cash savings, if any, in U.S. federal, state and local income tax and franchise tax (computed using the estimated impact of state and local taxes) that Stronghold Inc. actually realizes (or is deemed to realize in certain circumstances) as a result of (i) certain increases in tax basis that occur as a result of Stronghold Inc.’s acquisition (or deemed acquisition for U.S. federal income tax purposes) of all or a portion of such holder’s Stronghold LLC Units pursuant to an exercise of the Redemption Right or the Call Right and (ii) imputed interest deemed to be paid by Stronghold Inc. as a result of, and additional tax basis arising from, any payments Stronghold Inc. makes under the Tax Receivable Agreement. Stronghold Inc. will retain the remaining net cash savings, if any. The Tax Receivable Agreement generally provides for payments to be made as Stronghold Inc. realizes actual cash tax savings from the tax benefits covered by the Tax Receivable Agreement. However, the Tax Receivable Agreement provides that if Stronghold Inc. elects to terminate the Tax Receivable Agreement early (or it is terminated early due to Stronghold Inc.’s failure to honor a material obligation thereunder or due to certain mergers, asset sales, other forms of business combinations or other changes of control), Stronghold Inc. is required



to make an immediate payment equal to the present value of the future payments it would be required to make if it realized deemed tax savings pursuant to the Tax Receivable Agreement (determined by applying a discount rate equal to one-year LIBOR (or an agreed successor rate, if applicable) plus 100 basis points, and using numerous assumptions to determine deemed tax savings), and such early termination payment is expected to be substantial and may exceed the future tax benefits realized by Stronghold Inc.

The actual timing and amount of any payments that may be made under the Tax Receivable Agreement are unknown at this time and will vary based on a number of factors. For more information about these factors, see “Certain Relationships and Related Party Transactions—Tax Receivable Agreement.” However, Stronghold Inc. expects that the payments that it will be required to make to Q Power (or its permitted assignees) in connection with the Tax Receivable Agreement will be substantial. Any payments made by Stronghold Inc. to Q Power (or its permitted assignees) under the Tax Receivable Agreement will generally reduce the amount of cash that might have otherwise been available to Stronghold Inc. or Stronghold LLC. To the extent Stronghold LLC has available cash and subject to the terms of any current or future debt or other agreements, the Stronghold LLC Agreement will require Stronghold LLC to make pro rata cash distributions to holders of Stronghold LLC Units, including Stronghold Inc., in an amount sufficient to allow Stronghold Inc. to pay its taxes and to make payments under the Tax Receivable Agreement. Stronghold Inc. generally expects Stronghold LLC to fund such distributions out of available cash. However, except in cases where Stronghold Inc. elects to terminate the Tax Receivable Agreement early, the Tax Receivable Agreement is terminated early due to certain mergers or other changes of control or Stronghold Inc. has available cash but fails to make payments when due, generally Stronghold Inc. may defer payments due under the Tax Receivable Agreement if it does not have available cash to satisfy its payment obligations under the Tax Receivable Agreement or if its contractual obligations limit its ability to make these payments. Any such deferred payments under the Tax Receivable Agreement generally will accrue interest at the rate provided for in the Tax Receivable Agreement, and such interest may significantly exceed Stronghold Inc.’s other costs of capital. If Stronghold Inc. experiences a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations, but generally would not include an initial public offering or a combination with a SPAC), and in certain other circumstances, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, Stronghold Inc. realizes in respect of the tax attributes subject to the Tax Receivable Agreement. In the case of such an acceleration in connection with a change of control, where applicable, Stronghold Inc. generally expects the accelerated payments due under the Tax Receivable Agreement to be funded out of the proceeds of the change of control transaction giving rise to such acceleration, which could have a significant impact on our ability to consummate a change of control or reduce the proceeds received by our stockholders in connection with a change of control. However, Stronghold Inc. may be required to fund such payment from other sources, and as a result, any early termination of the Tax Receivable Agreement could have a substantial negative impact on our liquidity or financial condition.

### **Recent Accounting Pronouncements**

As an “emerging growth company” (“EGC”), the Jumpstart Our Business Startups Act (“JOBS Act”) allows us to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies. We have elected to use this extended transition period under the JOBS Act. The adoption dates discussed below reflect this election.

As of January 1, 2020, we adopted ASU 2014-09, Revenue from Contracts with Customers (Topic 606). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, Revenue Recognition, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. We adopted Topic 606 under the modified retrospective approach whereby the cumulative effect of adopting the new guidance was recognized on the date of initial application. The adoption of ASC 606 did not result in a change to the accounting for revenue, as such, no cumulative effect adjustment was recorded.

In February 2016, FASB issued ASU 2016-02, Leases (“Topic 842”), which supersedes ASC Topic 840, Leases. Topic 842 requires lessees to recognize a lease liability and a lease asset for all leases, including operating leases, with a term greater than 12 months on its balance sheet. The update also expands the required quantitative and qualitative disclosures surrounding leases. Topic 842 will be applied using a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the

financial statements. In November 2020, FASB deferred the effective date for implementation of Topic 842 by one year and, in June 2020, FASB deferred the effective date by an additional year. Beginning after December 15, 2021 and the six months ended June 30, 2021, the guidance under Topic 842 is effective. We are still in the process of developing our new accounting policies and determining the potential aggregate impact this guidance is likely to have on its unaudited combined financial statements as of its adoption date.

### **Internal Controls and Procedures**

We are not currently required to comply with the SEC's rules implementing Section 404 of the Sarbanes-Oxley Act, and are therefore not required to make a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. Upon becoming a public company, we will be required to comply with the SEC's rules implementing Section 302 of the Sarbanes-Oxley Act, which will require our management to certify financial and other information in our quarterly and annual reports and provide an annual management report on the effectiveness of our internal control over financial reporting. We will be required to make our first assessment of our internal control over financial reporting and to comply with the management certification requirements of Section 404 in our annual report on Form 10-K for the year following our first annual report that is filed with the SEC (subject to any change in applicable SEC rules).

Further, our independent registered public accounting firm is not yet required to formally attest to the effectiveness of our internal controls over financial reporting, and will not be required to do so for as long as we are an "emerging growth company" pursuant to the provisions of the JOBS Act. See "Prospectus Summary—Emerging Growth Company Status."

### **Off Balance Sheet Arrangements**

We have no material off balance sheet arrangements.

## Overview

We are a vertically integrated crypto asset mining company currently focused on mining Bitcoin. We wholly-own and operate the Scrubgrass Plant, a low-cost, environmentally-beneficial coal refuse power generation facility that we have upgraded in Scrubgrass Township, Pennsylvania, and it is recognized as an Alternative Energy System, because coal refuse is classified under Pennsylvania law as a Tier II Alternative Energy Source (equivalent to large-scale hydropower). We are committed to generating our energy and managing our assets sustainably, and we believe that we are one of the first vertically integrated crypto asset mining companies with a focus on environmentally-beneficial operations. Simply put, we employ 21st century crypto mining techniques to remediate the impacts of 19th and 20th century coal mining in some of the most environmentally neglected regions of the United States.

In addition to being environmentally-beneficial and sustainable, owning our own source of power helps us to produce Bitcoin at one of the lowest prices among our publicly traded peers. We also believe that owning our own power source makes us a more attractive partner to crypto asset mining equipment purveyors. For example, we have been able to enter into partnerships with crypto asset industry participants, including miner sharing arrangements, because we offered competitive power rates in a mutually beneficial arrangement. We believe other miner manufacturers or suppliers may be more willing to work with us because our vertical integration, strong financial position, and industrial scale make us a dependable partner. We have entered into a definitive agreement to purchase a second coal refuse power generation facility and a non-binding letter of intent to purchase a third coal refuse power generation facility. We intend to leverage these competitive advantages to continue to grow our business through the opportunistic acquisition of additional power generating assets and miners.

We currently operate approximately 1,800 crypto asset miners with hash rate capacity of approximately 85 PH/s. Since April 1, 2021, we have entered into definitive agreements with three suppliers to purchase over 27,300 additional miners with a total hash capacity equal to over 2,600 PH/s. Of these miners, 93% are scheduled to be delivered in 2021, with the first batch scheduled for delivery in September 2021, and the remaining 7% throughout 2022. With part of the proceeds of this offering, we intend to procure an additional 27,900 miners, which we anticipate will bring our total hash rate capacity to approximately 3,000 PH/s by December 2021 and to over 5,300 PH/s by December 2022. We intend to house our miners at the Scrubgrass Plant, the Panther Creek Plant and an additional Third Plant that we have under a non-binding letter of intent to purchase. The acquisition of the Third Plant is subject to due diligence and the negotiation of a definitive agreement, and there is no assurance that the acquisition will be completed.

As we produce Bitcoins through our mining operations, we will from time to time exchange Bitcoins for fiat currency based on our internal cash management policy. We intend to hold enough fiat currency or hedge enough of our Bitcoin exposure to cover our projected near-term fiat currency needs, including liabilities and anticipated expenses and capital expenditures. In identifying our fiat currency needs, we will assess market conditions and review our financial forecast. We safeguard and keep private our digital assets by utilizing storage solutions provided by Coinbase Global Inc., which require multi-factor authentication and utilize cold and hot storage. While we are confident in the security of our digital assets, we are evaluating additional measures to provide additional protection.

Our founders have long experience in finance and in operating energy assets. Greg Beard, our Co-Chairman and Chief Executive Officer, previously served as Senior Partner and Head of Natural Resources at Apollo Global Management Inc. Bill Spence, our Co-Chairman, has 40 years of energy-related experience and was a pioneer in the operation of and fuel sourcing for coal refuse plants.

## Our Competitive Strengths

- *Environmentally beneficial, coal refuse-powered electricity generation classified by the Commonwealth of Pennsylvania as a Tier II alternative energy source.* Our Scrubgrass Plant and the two additional plants currently under purchase agreement and non-binding letter of intent, the Panther Creek Plant and the Third Plant, respectively, are powered by coal refuse. Coal refuse is a waste product historically generated by coal mining in Pennsylvania and neighboring states, and coal refuse is a significant contributor to air and water pollution in these geographies. Because generating power from this waste facilitates its removal and

reclamation of the land, coal refuse is classified by the Commonwealth of Pennsylvania as a Tier II Alternative Energy Source, equivalent to large-scale hydropower, and the Scrubgrass Plant is recognized as an Alternative Energy System. In contrast, most of our competitors with integrated power assets rely on traditional fuels, such as coal or natural gas. Given the power-intensive nature of crypto asset mining and the implications for the environment and sustainability, we believe that our access to inexpensive, environmentally-beneficial power represents a meaningful and durable competitive advantage. In addition, we believe that buyers of the Bitcoin we mine could ascribe value due to the environmentally-beneficial manner in which they were mined.

- *Vertically integrated crypto asset mining and power generation operations, driving among the lowest costs of crypto asset production in our industry.* We operate vertically integrated power generation and crypto asset mining operations. Our miners are located on the same premises as our Scrubgrass Plant to maximize efficiency and to minimize cost. The Scrubgrass Plant's recognition as an Alternative Energy System also allows us to earn RECs under Pennsylvania law, and coal refuse is inexpensive and in abundant supply near our operations. As a result, we believe that our net cost of power at our Scrubgrass Plant of approximately \$18 per MWh, after accounting for RECs and waste coal tax credits, is among the lowest compared to our publicly traded peer companies. This cost of power implies a cost to mine of less than \$3,000 per Bitcoin equivalent with latest-generation miners and assuming a network hashrate of 150 EH/s. As we acquire additional power generation facilities, including the potential acquisitions of the Panther Creek Plant and the Third Plant, we will focus on environmentally-beneficial power generation assets that offer similarly attractive crypto asset mining economics.
- *Strong track record of acquiring and operating power assets.* Our management team has a distinguished track record of sourcing, financing, and operating power assets. Greg Beard, our Co-Chairman and Chief Executive Officer, previously served as Senior Partner and Head of Natural Resources at Apollo Global Management Inc. and as a Founding Member and Managing Director at Riverstone Holdings LLC, two leading private equity firms. During his private equity tenure, Mr. Beard sourced and led 23 energy investments, representing \$8.8 billion in proceeds. Bill Spence, our Co-Chairman, has 40 years of energy-related experience. Mr. Spence is the former owner and operator of Coal Valley/Dark Diamond, a coal refuse power generation facility, from 1993 to 2007. Mr. Spence was also the former independent operator of our Scrubgrass Plant prior to our formation.
- *Superior access to Bitcoin miners with multiple miner procurement channels, including direct relationships with equipment manufacturers and partnerships with data center operators and other intermediaries.* We benefit from strong relationships with multiple providers of Bitcoin miners. We recently entered into an agreement with a leading manufacturer of Bitcoin miners to purchase 15,000 miners with aggregate hash rate of approximately 1,500 PH/s for delivery in the fourth quarter of 2021. In addition, through our partnership with a leading global manager of Bitcoin mining operations, we have executed a purchase agreement to acquire 9,900 MicroBT miners with phased delivery expected to begin in August 2021 and have agreed to purchase terms for the acquisition of approximately 4,950 additional MicroBT miners. Finally, we have been highly opportunistic in entering into hardware purchase agreements with miner brokers. We believe that our access to capital, including prior private financings, as well as the proceeds from this initial public offering, in conjunction with our vertically-integrated power generation, makes us an attractive partner for Bitcoin equipment manufacturers and other market leaders alike.

## **Our Growth Strategies**

- *Acquire additional environmentally-beneficial power generation assets, including closing on two coal refuse power generation facilities, one of which is currently under definitive purchase agreement and the other of which is currently under letter of intent.* We have entered into a definitive agreement to purchase the Panther Creek Plant and a non-binding letter of intent to purchase the Third Plant, both of which are coal refuse plants. We believe that we will be able to close the Panther Creek Acquisition within the next three months. We also anticipate a favorable outcome of our ongoing due diligence of the Third Plant; however, there is no assurance that the acquisition of the Third Plant will be completed as such acquisition is subject to due diligence and the negotiation of a definitive agreement. Powered by the Scrubgrass Plant and these initial two plant acquisitions, we have developed a plan to build out aggregate mining capacity to 204 MW by the end of 2022. We believe that our expected expansion to three environmentally-beneficial power generation facilities dedicated to Bitcoin mining is repeatable and scalable. With the extensive

experience and relationships that our leadership team has in the industry, we have an acquisition pipeline of additional environmentally-beneficial power assets, and we believe that the acquisition of additional power generation facilities will enable us to drive further growth in crypto asset mining.

- *Continue to opportunistically source new miners through our multiple procurement channels to accelerate our business plan and increase our mining capacity.* As previously outlined, we have recently executed purchase orders for the acquisition of miners from a manufacturer, a Bitcoin mining and data center operator (for MicroBT miners), and multiple miner brokers (for Canaan and Bitmain miners). While many of our competitors have struggled to obtain mining equipment due to historically strong demand and pre-sold supply, we believe that these recent confirmed purchase orders demonstrate our ability to leverage the breadth of our relationships to quickly expand our mining capacity. By operating the Scrubgrass Plant at capacity and through the anticipated build-outs of Panther Creek and Third Plant, we are forecasting expansion in our crypto asset mining operations to approximately 57,000 total miners, representing over 5,300 PH/s, by the end of 2022. We expect to benefit from these strong relationships to purchase additional miners on favorable economic terms as we continue to expand our power generation capacity through the acquisition of additional plants.
- *Drive operational excellence and structure alignment with key industry partners, including equipment manufacturers, power generation facility owners and the broader crypto currency and investment ecosystem.* We are committed to building the leading vertically integrated crypto asset mining and environmentally-beneficial power generation platform. To achieve this objective, we have developed a network of technology and service providers, and we are emphasizing long-term partnerships and equity alignment. For example, we believe that we negotiated favorable economic and delivery terms for the purchase of miners by providing an equity incentive to the sellers of the miners, subject to meeting specified performance obligations. Similarly, our anticipated partnership with our Bitcoin mining and data center operator provides for sharing of the economic rights to Bitcoin produced by the partnership, motivating our partner to manage mining operations to achieve maximum efficiency. By aligning interests, we believe that we are driving operational excellence, thereby enabling further expansion and accelerating our growth.

### ***Environmentally-Beneficial Operations***

The Scrubgrass Plant, our first power generation facility, is located on a 650-acre site in Scrubgrass Township, Venango County, Pennsylvania, and it is recognized as an Alternative Energy System. The Scrubgrass Plant currently has the capacity to produce approximately 85 MW of electricity utilizing CFB technology. Using this CFB technology, the Scrubgrass Plant converts highly polluting coal refuse, a legacy waste from decades of coal mining currently found in sites throughout Pennsylvania and neighboring states, into power and also yields beneficial use ash, a by-product of the combustion process that can be used as fertilizer and filler in other reclamation projects.

The operation of our power generation facility with coal refuse allows the reclamation of large geographic areas that have been ravaged by the presence of coal refuse, the environmentally harmful byproduct of Pennsylvania's legacy coal-mining operations. Coal mining began in earnest in Pennsylvania in the later part of the 19th century to help meet the nation's growing demand for steel, and continued through the 20th century as Pennsylvania and other coal producing states mined the fuel needed to power the industrial revolution in the United States and fight two World Wars. While the placement of coal refuse became more strictly regulated with the passage of the SMCRA, the decades of operations prior to the SMCRA's adoption produced large piles of refuse near now-abandoned coal mining operations. BAMR estimates that today there are 840 coal refuse sites, covering over 8,500 acres, filled by over 220 million tons of coal refuse in legacy piles located throughout the state. We estimate that, based on the number of coal refuse sites we are currently reclaiming in close proximity to the Scrubgrass Plant, there is at least 30 years' worth of fuel available for that plant alone. We expect the additional plants that we intend to acquire will also have access to a multi-year supply of coal refuse.

In 2015, Pennsylvania estimated that the cost to remediate AML and AMD sites in Pennsylvania exceeded \$16.1 billion, of which coal refuse represented a \$2 billion burden. Coal refuse piles produce significant, adverse local and regional environmental consequences, including the harmful leaching of acidity, iron and iron oxide, aluminum, manganese, and sulfate residues into waterways resulting in significant AMD. This leachate creates both surface water and groundwater contamination and produces streams, ponds and lakes that can be devoid of aquatic

life. AMD is the largest source of water pollution in these Pennsylvania communities and afflicts watersheds downstream from the coal refuse piles, while also reducing potable water supplies.

The coal refuse piles cover large areas of otherwise productive land and pose negative consequences for air quality in the surrounding communities. Uncontrolled fugitive dust from these piles creates particulate matter pollution and can act as a wind-borne pathogen, posing significant risks to human health. The piles themselves can also ignite. Wildfires, lightning strikes and campfires on the surface can quickly turn into bigger issues such as underground mine fires. Unattended piles can also spontaneously combust through an oxidation process that generates heat and consequently ignites the combustible components of piles. Burning piles, especially underground fires in the absence of oxygen, produce a variety of adverse uncontrolled ambient impacts, including smoke, particulate, and the release of poisonous and noxious gases – often at ground level. These gases, including carbon monoxide, carbon dioxide, hydrogen sulfide, sulfur dioxide, ammonia, sulfur trioxide, and oxides of nitrogen and a variety of volatile organic compounds – are all potentially harmful to human, animal and vegetative life. According to PADEP, as of December 14, 2020, there were 92 coal refuse piles burning in Pennsylvania, and over the past decades hundreds of others have burned. PADEP has estimated that 6.6 million tons of coal refuse burn each year in unintended, uncontrolled fires, releasing 9 million tons of carbon dioxide and numerous other air pollutants. When fires occur, the budgets of these environmentally and often economically challenged communities are hardest hit, and it may take years to extinguish the fire.

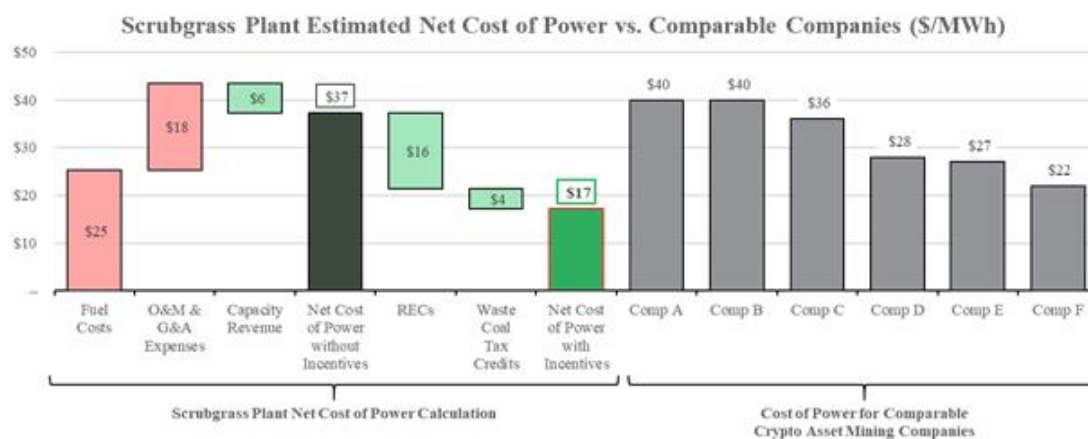
The CFB technology employed by the Scrubgrass Plant and other coal refuse reclamation facilities was developed to burn coal refuse and similar low-BTU substances by combining the waste with limestone injection for acid gas control in specialized CFB boilers and injecting streams of hot air. These units are also equipped with fabric filter systems to control FPM emissions. The coal refuse-powered units control emissions of sulfur dioxide, nitrogen oxides, air toxins, FPM and total particulate matter. These units are some of the lowest emitters of mercury and FPM in the nation. The solid materials are consumed in the combustion process and the by-products are steam, which powers electricity generators, and beneficial use ash, an inert non-acidic substance that can be used in remediation and reclamation activities. The removal, remediation and reclamation of the polluting piles contributes to upwards of 85% of the operating costs of one of these specialized power generation facilities. This business model results in the most efficient method to comprehensively remove the hazardous materials from the environment and remediate the polluting impacts.

Our ownership of the Scrubgrass Plant combined with the environmental benefits which accrue to the region allow us to mine Bitcoin at what we believe to be some of the lowest costs in the industry while making a transformational contribution to the environment.

### ***Low-Cost Power Generation***

Given that the price of electricity has a significant impact on the ultimate economics and profitability of crypto asset mining, we believe long-term value is enabled primarily by the reduction of power costs and securing environmentally-beneficial power generation assets. Our miners are powered by the electricity produced by our own assets. As detailed in the chart below, we expect to be able to generate power for approximately \$18 per MWh at our Scrubgrass Plant at full capacity, which implies a cost to mine of less than \$3,000 per Bitcoin equivalent with latest-generation miners and assuming a network hashrate of 150 EH/s. We consider latest-generation miners to be miners with hashrate capacity of 90 TH/s and wattage of 3,400 watts. These estimated costs include the RECs and waste coal tax credits we currently receive. Should these credits be discontinued, our estimated cost to generate power would increase to approximately \$37 per MWh, which would imply a cost to mine of approximately \$5,700 per Bitcoin equivalent. This contributes to our value creation strategy, which is based on four concepts: (i) securing and operating low-cost, environmentally-beneficial energy assets, (ii) protecting operational profitability and efficiently managing risk across different pricing environments, (iii) optimizing returns over invested capital through strategic and innovative sourcing of power and mining equipment (including through partnerships with suppliers) and (iv) potentially extending the economic life of our equipment through the use of low cost of power.

The chart below shows an estimate of the components of our net cost of power for the second half of 2021 and a comparison to our peers' cost of power.<sup>3</sup>

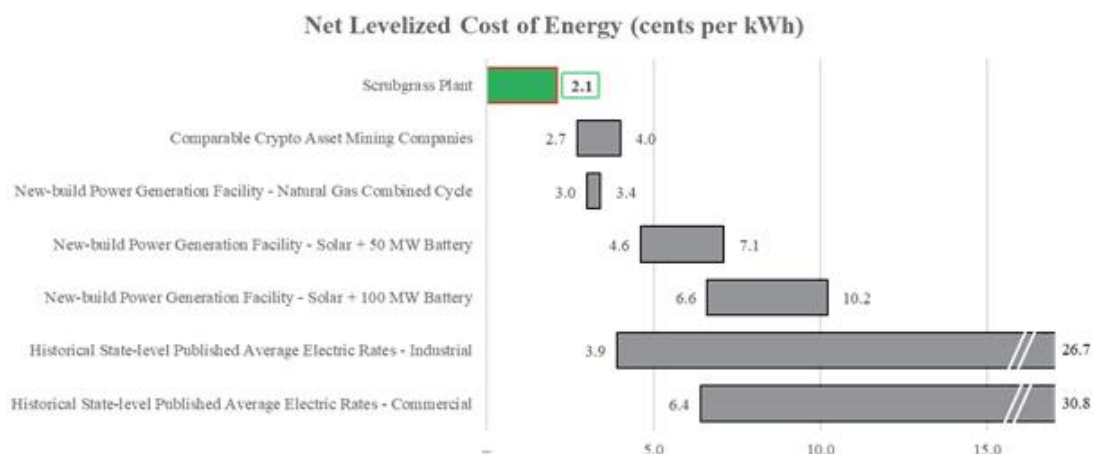


Due to the specialized nature of coal refuse power generation facilities that utilize CFB technology, we estimate the replacement cost for an electricity generation facility utilizing this technology that operates on the scale of our Scrubgrass Plant would be approximately \$500 million.

In May 2021, we engaged PA Consulting to benchmark our electric supply costs against a broader set of power supply alternatives for crypto asset mining. To facilitate this comparison, PA Consulting prepared a net LCOE analysis as a means of determining the normalized cost of generating electricity over the lifetime of a power generation facility, including the initial capital investment, fixed and variable operations and maintenance expenses, labor costs, fuel costs, and expected capital expenditures, as well as offsetting income streams, including RECs, waste coal tax credits, and capacity payments. In the context of crypto asset mining, net LCOE represents the all-in cost of procuring electricity. The primary differences between net cost of power and net LCOE are that (i) net cost of power represents a cost for a specific period, while net LCOE represents the normalized cost over the life of the asset, and (ii) net LCOE includes the initial capital investment, while net cost of power only captures the costs incurred during the period for which the metric is calculated. In other words, net LCOE includes both the net cost of power and the investment required to achieve that net cost of power.

<sup>3</sup> Our estimated net cost of power for the period presented represents all of our expected costs associated with generating power (including the cost of procuring fuel, operations and maintenance expenses, and plant general and administrative expenses), after taking into account estimated capacity revenue and income from RECs and renewable energy and waste coal tax credits (which are the only sources of income we expect to receive from power-generating activities, excluding the sale of electricity). Estimated costs of power for comparable companies are based upon publicly available information and may not be for the period presented for our expected cost of power, and we are limited in the amount of information available to us. One of the presented comparable companies generates its own power and the costs shown for that company represent the average mining power cost from June 2020 to February 2021, net of energy margin and ancillary service revenue. The remaining presented comparable companies do not own power generating assets but instead purchase electricity. The cost of power for those companies represents the cost to purchase electricity disclosed by those companies in reports filed with the SEC, without additional operating or other costs, or rebates or credits, factored in. Therefore, our net cost of power may not be equivalent to, and may not include the same inputs as, the cost of power identified for such comparable companies.

PA Consulting calculated the net LCOE for the Scrubgrass Plant and benchmarked this cost structure against (i) historical retail commercial and industrial electric rates across the United States, (ii) the LCOE of new-build sources of firm power generation, which could serve as alternative power sources for data mining operations, and (iii) published electric supply costs by our crypto asset mining peers. Based on PA Consulting’s analysis, our net LCOE of 2.1 cents per kWh is lower than those for all contemplated alternatives in the United States. The chart below shows the summary data from PA Consulting’s report.<sup>4</sup>



As part of our strategy of securing environmentally-beneficial power generation assets for crypto asset mining, we have entered into (i) a definitive agreement to purchase the Panther Creek Plant, a coal refuse reclamation-to-energy facility that utilizes CFB technology (similar to the Scrubgrass Plant) with 80 MW of net electricity generation capacity located near Nesquehoning, Pennsylvania, and (ii) a non-binding letter of intent to purchase the Third Plant, another coal refuse reclamation-to-energy facility that utilizes CFB technology with 112 MW of net electricity generation capacity located in Pennsylvania. The acquisition of the Third Plant is subject to due diligence and the negotiation of a definitive agreement, and there is no assurance that the acquisition will be completed. These facilities are each waste removal and environmental remediation businesses that generate and sell electricity to pay for the environmental reclamation work that they perform. We intend to opportunistically acquire such electricity generation assets to power our increasing crypto asset mining operations in an environmentally-conscious manner.

Pennsylvania has deemed the reclamation of coal refuse sites as an environmental priority, and since the early 1990s an unofficial public-private-partnership has developed between the coal refuse reclamation to energy industry and the Commonwealth of Pennsylvania. In 2016, Pennsylvania adopted a performance based tax credit targeting coal refuse removal by alternative electricity generation facilities utilizing CFB technology, such as the Scrubgrass Plant, the Panther Creek Plant and the Third Plant. To qualify for the tax credit, 75% of the fuel used by these facilities must be qualified coal refuse, plant design must include circulating fluidized bed technology, utilizing limestone injection and a fabric filter for particulate emissions control, ash produced by the facilities must be put to beneficial use as defined by PADEP, and, finally, at least 50% of that beneficial use ash must be used to reclaim coal mining affected sites.

Due to the environmental benefit produced by our facilities, we also qualify for Tier II RECs in Pennsylvania. These RECs are currently valued at approximately \$15.00 per MWh, based on the bid-level price as of July 21, 2021. Particularly challenging and often remote piles also require partnerships with federal, state, and local environmental groups in order to accomplish the remediation and reclamation goals of a project. These projects include the use of federal grants combined with millions of private dollars invested by the coal refuse reclamation to energy project companies. Our coal refuse reclamation to energy facility has frequently partnered with the U.S.

<sup>4</sup> The comparable crypto asset mining companies represent the same data presented in the chart titled “Scrubgrass Plant Estimated Net Cost of Power vs. Comparable Companies (\$/MWh),” with the exception of one company that generates its own power, which is excluded here because there is not enough information publicly available to estimate the net LCOE associated with its power generation facility.



Department of the Interior's Office of Surface Mining Reclamation and Enforcement, BAMR and local environmental groups to remediate these piles. The Scrubgrass Plant has partnered with state agencies since the mid-1990s to identify and reclaim waste sites and have removed over 16 million tons from the environment since start of operations.

While crypto asset mining continues to consume a massive amount of energy worldwide, often generated from traditional and more environmentally-harmful sources, we are able to conduct our activities in a manner that benefits both the environment and our profitability.

### ***Mining Operations***

We currently operate approximately 1,800 miners with hashrate capacity of approximately 85 PH/s. Our current fleet comprises approximately 860 S9 miners, approximately 190 S17 Pro miners, approximately 10 T17 miners, approximately 655 1166 Pro miners, and approximately 125 Canaan 1246 miners. The S9 miners have hashrate capacity of approximately 13 TH/s per miner and power consumption of approximately 1,300 watts per miner. The S17 Pro miners have hashrate capacity of approximately 50 TH/s per miner and power consumption of approximately 1,975 watts per miner. The T17 miners have hashrate capacity of approximately 40 TH/s per miner and power consumption of approximately 2,200 watts per miner. The 1166 Pro miners have hashrate capacity of approximately 80 TH/s and power consumption of approximately 3,400 watts per miner. The Canaan 1246 miners have hashrate capacity of approximately 85 TH/s and power consumption of approximately 3,420 watts per miner. We manage our fleet of miners through a combination of internal employees and outside contractors.

We believe that through our innovative strategic initiatives and existing commercial relationships, we will continue to efficiently secure high-quality equipment necessary to maximize our operational advantages. Using our access to and control of environmentally beneficial and low-cost power as leverage, our focus is on sourcing the latest crypto asset mining technology and engaging in transactions to align our interests with those of other key industry stakeholders, including equipment manufacturers and high-performance computing infrastructure managers. We are actively adding to our existing fleet of approximately 1,800 miners currently deployed at the Scrubgrass Plant with hash rate capacity of approximately 85 PH/s, through the execution of definitive agreements since April 1, 2021 with three suppliers to purchase over 27,300 additional miners with a total hash capacity equal to over 2,600 PH/s. Approximately 93% of these miners are scheduled to be delivered in 2021, with the first batch scheduled for delivery in September 2021, and the remaining 7% throughout 2022. The first 16,000 miners are expected to be housed in our data centers at the Scrubgrass Plant, with the remainder deployed at future power generation facilities, including, potentially, the Panther Creek Plant and the Third Plant, starting later this year. We have initiated construction of a data center for the Panther Creek Plant to house the miners. Our location in the cooler Northeastern United States and access to cheap power allow us to cool our miners at lower cost than if we were located in warmer regions and also affords us the flexibility to buy power off the grid when the cost of such power is cheaper than our cost of production, resulting in our ability to maximize crypto asset mining operations through low variable costs and cost per MW. Our current focus is on mining Bitcoin, which we may convert to USD to the extent necessary to fund our development.

Pursuant to the three agreements that we have entered into to procure additional miners, we pre-paid significant portions of the purchase price for the new miners under each of the three agreements, with the remainder of the payments due upon confirmation of shipment or delivery of the miners. Delivery of the miners under one of these agreements is subject to us entering into a hosting agreement on reasonable commercial terms with the supplier that is currently under letter of intent. To date, we have not been advised by our suppliers of any supply constraints in fulfilling these agreements.

We believe that buyers of the Bitcoin we mine may ascribe value to the environmentally-beneficial manner in which it was mined in the United States. Furthermore, while our focus is currently on Bitcoin, we may utilize our miners for other crypto assets depending on market conditions, including the relative values of such other crypto assets, and other factors. We intend to operate with flexibility and a goal of maximizing value from our operations. To this end, our business strategy continues to be acquiring power generating assets that allow us to generate electricity at competitive rates in an environmentally-beneficial fashion, securing miners with the latest technology to utilize such power generation capabilities, and re-investing proceeds from our crypto asset mining operations in acquiring additional power generating assets and miners.

## Bitcoin and Bitcoin Mining

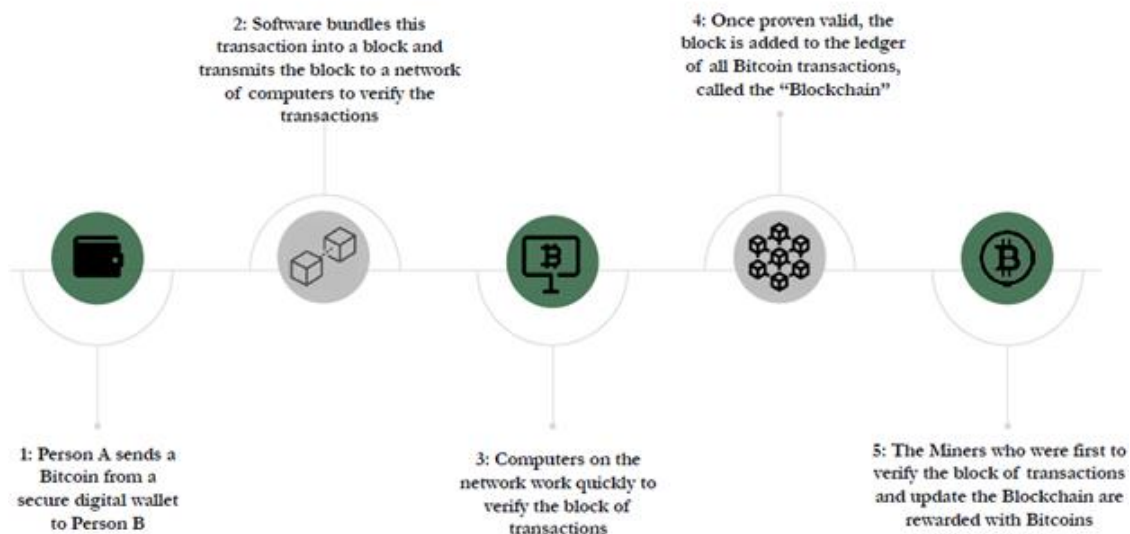
Bitcoin, a form of cryptocurrency, is a crypto asset that is designed to work as a secure and decentralized mediums of exchange. Digital assets exist on a blockchain which is a network of computers that together store the history of transactions and validate new transactions without the need for a trusted, central intermediary. Using a blockchain, value can be sent from one account to another in a matter of minutes and with full certainty without requiring the involvement of a bank or financial institution. Each computer on the network stores a copy of all the past transactions and the balance of every account.

Each account is identified by a “public key,” the address to which funds are sent to and from. To access the account, however, a “private key” is needed. This private key is closely guarded by the holders of crypto assets, as anyone who possesses the private key for an account can access that account and transfer value. As a result of the relationship between public keys and private keys, every transaction ever done on the blockchain is available for public viewing in perpetuity, but the owners of the accounts may be anonymous.

The Bitcoin network infrastructure is collectively maintained by a decentralized, public user base who are either volunteers or are rewarded with Bitcoin. As the network is decentralized, it does not rely on either governmental authorities or financial institutions to create, transmit or determine the value of the coins and instead value is determined by supply and demand.

Most blockchains, including Bitcoin blockchains, validate transactions via a process called “proof of work,” which requires that computers compete to solve a complex cryptographic puzzle. Solving this puzzle essentially requires random guesswork and computers generate millions of guesses to arrive at the correct answer, which is referred to as “mining.” The computer that solves the puzzle is rewarded with the crypto asset. Recognizing that over time the computing power devoted to mining can increase or decrease, every 10 minutes the Bitcoin network re-calibrates the difficulty of the puzzle to keep a 10 minute delay between each time the puzzle is solved. This delay is known as the “block time.”

We plan to mine Bitcoin by using our miners to solve this complex cryptographic puzzle. In return for solving a block, we receive a Bitcoin or other crypto asset reward, depending on the blockchain, which we hold for our account and attempt to sell opportunistically on the market or directly to purchasers to generate a profit. Miners measure their capability in terms of processing power, which is known in the industry as “hashing” power. Hashing power is measured in terms of the number of hashing algorithms solved (or “hashes”) per second, which is the miner’s “hash rate.” Generally speaking, miners with greater hashing power relative to other miners attempting to solve a block have a higher chance of solving the block and receiving a crypto asset award. See below for an illustration of how Bitcoin mining works.



Since the inception of the Bitcoin network, more and more miners have entered the market competing for the limited number of blocks that are regularly added to the Bitcoin blockchain. The resulting tremendous increase in network hash rate has resulted in increasing levels of “difficulty” being implemented by the Bitcoin network over time. As a result, an individual miner’s chances of adding a new block to the blockchain in a given period of time has decreased, creating volatility in a miner’s revenue stream. To address this challenge, Bitcoin mining operators began to combine their mining resources into “mining pools” to better compete and reduce volatility in Bitcoin mining revenue. Combining mining devices in a mining pool allows for faster output and better odds of finding a block at the group level, rather than the individual level. As part of our mining operations, we contribute our hash rate to certain pools, subject to their terms of service. Participation in such pools is generally terminable at any time by either party and our risk is limited, as we are able to switch pools at any time or simply not participate in any pools and mine independently. As a participant in such pools, in exchange for providing computing power, we receive a share of the theoretical global mining rewards based on our percent contribution to the Bitcoin mining network, less fees payable to the pool. We are able to verify our proportion of the contributed computing power because we track the computing power of the miners that we operate, and the total computing power contributed to the pool is publicly available.

While we currently only mine Bitcoin, we continue to monitor and evaluate the crypto asset market and may in the future mine other crypto assets. We will consider factors such as market acceptance, value of the underlying crypto asset, cost to mine, mining equipment and resources required, and impact on our results of operation in making any future determination on the type of crypto assets to mine. Further, while we currently intend to acquire Bitcoins only through our mining efforts, it is possible that we may in the future acquire Bitcoins or other crypto assets through other means, such as exchanging crypto assets for other crypto assets instead of fiat currency.

## **Customers**

We are not dependent on any one customer or group of customers, and no individual customer, or together with its affiliates, contributed on an aggregate basis 10% or more to our revenues.

## **Government Regulation**

### ***Crypto Assets***

Government regulation of blockchain and crypto assets is being actively considered by the United States federal government via a number of agencies and regulatory bodies, as well as similar entities in other countries. State government regulations also may apply to our activities and other activities in which we participate or may participate in the future. Other regulatory bodies which are governmental or semi-governmental have shown an interest in regulating or investigating companies engaged in the blockchain or crypto asset business.

Businesses that are engaged in the transmission and custody of Bitcoin and other crypto assets, including brokers and custodians, can be subject to U.S. Treasury Department regulations as money services businesses as well as state money transmitter licensing requirements. Bitcoin and other crypto assets are subject to anti-fraud regulations under federal and state commodity laws, and crypto asset derivative instruments are substantively regulated by the U.S. Commodity Futures Trading Commission. Certain jurisdictions, including, among others, New York and a number of countries outside the United States, have developed regulatory requirements specifically for crypto assets and companies that transact in them.

Regulations may substantially change in the future and it is presently not possible to know how regulations will apply to our business, or when they will be effective. As the regulatory and legal environment evolves, we may become subject to new laws, further regulation by the SEC and other agencies, which may affect our mining and other activities. For instance, various bills have also been proposed in Congress related to our business, which may be adopted and have an impact on us. For additional discussion regarding our belief about the potential risks existing and future regulations pose to our business, see the Section entitled “Risk Factors” herein.

In addition, since transactions in Bitcoin provide a reasonable degree of pseudo anonymity, they are susceptible to misuse for criminal activities, such as money laundering. This misuse, or the perception of such misuse (even if untrue), could lead to greater regulatory oversight of Bitcoin platforms, and there is the possibility that law enforcement agencies could close Bitcoin platforms or other Bitcoin-related infrastructure with little or no notice and prevent users from accessing or retrieving Bitcoin held via such platforms or infrastructure. For example, in her January 2021 nomination hearing before the Senate Finance Committee, Treasury Secretary Janet Yellen noted that crypto assets have the potential to improve the efficiency of the financial system but that they can be used to finance terrorism, facilitate money laundering, and support malign activities that threaten U.S. national security interests and the integrity of the U.S. and international financial systems. Accordingly, Secretary Yellen expressed her view that federal regulators needed to look closely at how to encourage the use of crypto assets for legitimate activities while curtailing their use for malign and illegal activities. Furthermore, in December 2020, FinCEN, a unit of the Treasury Department focused on money laundering, proposed a new set of rules for crypto asset-based exchanges aimed at reducing the use of crypto assets for money laundering. These proposed rules would require filing reports with FinCEN regarding crypto asset transactions in excess of \$10,000 and also impose record-keeping requirements for crypto asset transactions in excess of \$3,000 involving users that manage their own private keys. In January 2021, the Biden Administration issued a memorandum freezing federal rulemaking, including these proposed FinCEN rules, to provide additional time for the Biden Administration to review the rulemaking that had been proposed by the Trump Administration. As a result, it remains unclear whether these proposed rules will take effect.

### ***Environmental Matters***

Our operations are subject to stringent federal, state and local laws and regulations with regard to air and water quality, hazardous and solid waste management and disposal and other environmental matters. Numerous governmental entities, including the U.S. Environmental Protection Agency (“EPA”) and analogous state agencies, have the power to enforce compliance with these laws and regulations and the permits issued under them, often

requiring difficult and costly actions. The more significant of these existing environmental laws and regulations include the following U.S. legal standards, as amended from time to time:

- the Clean Air Act (“CAA”), which imposes standards (including existing and new national ambient air quality standards (“NAAQS”) for ground-level ozone and particulate matter) that restrict the emission of air pollutants from many sources, imposes various pre-construction, operational, monitoring, permitting and reporting requirements, and that the EPA has relied upon as authority for adopting climate change regulatory initiatives relating to GHG emissions;
- the Federal Water Pollution Control Act, also known as the Clean Water Act (“CWA”), which regulates discharges of pollutants from facilities to state and federal waters and establishes the extent to which waterways are subject to federal jurisdiction and rulemaking as protected waters of the United States;
- the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), which imposes liability on generators, transporters, disposers and arrangers of hazardous substances at sites where hazardous substance releases have occurred or are threatening to occur;
- the Resource Conservation and Recovery Act (“RCRA”), which governs the generation, treatment, storage, transport and disposal of hazardous and nonhazardous solid waste, classifies coal combustion residuals (“CCRs”) as nonhazardous wastes, and establishes standards for landfill and surface impoundment placement, design, operation and closure, groundwater monitoring, corrective action, and post-closure care;
- the National Environmental Policy Act, which requires federal agencies to evaluate major agency actions (including their permitting and licensing decisions for siting approvals and other matters) having the potential to impact the environment and that may require the preparation of environmental assessments and more detailed environmental impact statements that may be made available for public review and comment; and
- the Toxic Substances Control Act, which gives EPA the authority to require reporting, recordkeeping and testing requirements, and to place restrictions relating to chemical substances and/or mixtures, including polychlorinated biphenyls.

Additionally, there exist state laws and regulations, including State Implementation Plans (“SIPs”), as well as local ordinances where we operate, that also have similar environmental laws and regulations governing many of these same types of activities. Under these federal and state legal requirements, owners or operators of air emission sources are responsible for obtaining permits and for annual compliance and reporting tasks. Any failure by us to comply with these federal or state laws, regulations and regulatory initiatives or controls may result in the assessment of sanctions, including administrative, civil, and criminal penalties; the imposition of investigatory, remedial, and corrective action obligations or the incurrence of capital expenditures; the occurrence of restrictions, delays or cancellations in the permitting, development or expansion of projects; and the issuance of injunctions restricting or prohibiting some or all of our activities in a particular area. Historically, our environmental compliance costs have not had a material adverse impact on our financial condition and results of operations; however, there can be no assurance that such costs will not be material in the future.

Over time, the trend in environmental laws and regulations is typically to place more restrictions and limitations on activities that may adversely affect the environment. If existing legislative or regulatory requirements or enforcement policies change or new legislative, regulatory or enforcement initiatives are developed and implemented in the future, we may be required to make significant, unanticipated capital and operating expenditures. Examples of environmental laws or regulatory initiatives that impact our ability to operate through the firing of coal refuse include the following:

#### *Firing of Coal Refuse*

In April 2020, the EPA published a final rule establishing a new subcategory in the Mercury and Air Toxic Standards (“MATS”) applicable to a narrow set of power generation facilities that fire certain types of coal refuse, sometimes also referred to as “culm,” “gob” or “boney,” that are found in the locality of inactive or abandoned mining operations. Coal refuse, is the material left over from coal mining, usually as tailings piles or spoil tips. The subcategory specifically applies to a limited set of existing electric utility steam generating units in Pennsylvania

and West Virginia firing eastern bituminous coal refuse, which includes the Scrubgrass Plant, and is only for emissions of acid gas hazardous air pollutants. To qualify for the new subcategory, these existing electric utility steam generating units must have had construction of their units commenced on or before May 3, 2011 and have a net summer capacity of no greater than 150 MW that is designed to burn, and that is burning, 75% or more (by heat input) eastern bituminous coal refuse on a 12-month rolling average basis. In establishing this new subcategory, the EPA recognized that there are differences in the acid gas HAP emissions from electric utility steam generating units firing eastern bituminous coal refuse and those firing other types of coal refuse, such as anthracite coal refuse. Without the continued existence of this subcategory under MATS, it may prove challenging for one or more of those power generation facilities covered under this subcategory to continue to operate in an economic manner.

In January 2021, President Joe Biden entered office and the EPA is now under the direction of the Biden Administration. In the event that the EPA under the Biden Administration were to reconsider the continued existence of the new subcategory, or if Pennsylvania, under applicable state law, were to implement more rigid standards in the future that limited the utility of this MATS subcategory, we and the other power generation facility operators covered under the current new subcategory could experience material adverse impacts to our business and results of operations.

#### *Coal Combustion Residuals*

In 2015, EPA published a final rule to regulate the disposal of CCR from electric utilities as solid waste. The federal regulation classifies CCR as “nonhazardous waste” and allows for beneficial use of CCR with some restrictions. The regulation applies to all new and existing landfills, new and existing surface impoundments receiving CCR and existing surface impoundments located at stations generating electricity (regardless of fuel source), which were no longer receiving CCR but contained liquids as of the effective date of the rule. The rule establishes requirements regarding landfill design, structural integrity design and assessment criteria for surface impoundments, groundwater monitoring, protection and remedial procedures and other operational and reporting procedures to ensure the safe disposal and management of CCR.

In July 2018, EPA published a final rule amending the 2015 CCR rule, referred to as “Phase 1, Part 1”, that revises certain closure deadlines and groundwater protection standards in the 2015 CCR rule, but does not change the primary requirements for groundwater monitoring, corrective action, inspections and maintenance, and closure. In October 2018, a coalition of environmental groups filed a petition for review in the U.S. Court of Appeals for the District of Columbia (“D.C. Circuit Court”) challenging EPA’s Phase 1, Part 1 revisions to the CCR rule. In March 2019, the D.C. Circuit Court issued an order in the Phase 1, Part 1 litigation granting EPA’s motion to remand the rule without vacatur. To date, EPA has finalized two notice-and-comment rulemakings to implement the court’s decision on remand. The “Part A” rule, which was promulgated in August 2020, establishes an April 11, 2021 deadline to cease placement of CCR and non-CCR waste streams into unlined ash basins and initiate closure, and the “Part B” rule, which was promulgated in November 2020, establishes procedures to allow facilities to request approval to operate an existing CCR surface impoundment with an alternate liner. A future rulemaking is expected to address legacy impoundments. In addition to the requirements of the federal CCR rule, CCR landfills and surface impoundments will continue to be regulated by the states, including Pennsylvania.

#### *National Ambient Air Quality Standards*

Under the CAA, the EPA sets NAAQS for six principal pollutants considered harmful to public health and the environment, including ground-level ozone, particulate matter, nitrogen dioxide and sulfur dioxide, some of which may result from coal combustion. Areas meeting the NAAQS are designated “attainment areas” while those that do not meet the NAAQS are considered “nonattainment areas.” Each state must develop a plan to bring nonattainment areas into compliance with the NAAQS, which may include imposing operating limits on individual plants.

The EPA is required to review NAAQS at five-year intervals. For example, in 2015, the EPA issued a final rule under the CAA, making the NAAQS for ground-level ozone more stringent. Since that time, the EPA has issued area designations with respect to ground-level ozone and final requirements that apply to state, local, and tribal air agencies for implementing the 2015 NAAQS for ground-level ozone and, more recently, in December 2020, the EPA published notice of a final action that, upon conducting a periodic review of the ozone standard in accord with CAA requirements, elected to retain the 2015 ozone NAAQS without revision on a going-forward basis. However, this December 2020 final action is subject to legal challenge and the NAAQS may be subject to further reconsideration and possible revision.

State implementation of the revised NAAQS could, among other things, require modification of SIPs to detail how a state will attain or maintain its attainment status. As part of this process, it is possible that the EPA or an analogous state agency may require reductions of emissions from our power generation facility to reach attainment status for ground-level ozone, fine particulate matter, nitrogen dioxide or sulfur dioxide as well as result in longer permitting timelines. Our costs to comply with such matters could be material.

#### *Cross-State Air Pollution*

During 2011, the EPA published a final rule known as the Cross-State Air Pollution Rule (“CSAPR”), which requires 28 states in the eastern half of the United States, including Pennsylvania, to reduce power plant emissions that cross state lines and contribute to ground-level ozone and fine particle pollution in other states. A cap and trade system is used to reduce the target pollutants—sulfur dioxide and nitrogen oxides. Our operations are subject to the CSAPR and comply through operation of existing controls and purchases of allowances on the open market, as needed.

In 2016, the EPA published a final rule to update the CSAPR to address the 2008 ozone NAAQS. Under this 2016 final rule, the EPA found that 22 states, including Pennsylvania, affect the ability of downwind states to attain and maintain the 2008 ground-level ozone NAAQS and, accordingly, issued federal implementation plans that both updated existing CSAPR nitrogen oxide ozone season emission budgets for electric generating units within those states and implemented those budgets through modifications to the CSAPR nitrogen oxide ozone season allowance trading program. Implementation started in the 2017 ozone season (May through September 2017). Affected facilities began to receive fewer ozone season nitric oxide allowances in 2017, resulting in the need to purchase additional allowances. Additionally, in September 2019, the D.C. Circuit Court remanded a portion of the 2016 final rule to the EPA. In October 2020, the EPA issued a proposed rule addressing 21 states’ (including Pennsylvania’s) outstanding obligations with respect of the 2008 ozone NAAQS. The proposed rule could result in affected facilities receiving fewer ozone season nitrogen allowances as soon as the 2021 ozone season. While our CSAPR compliance costs to date have been immaterial, the future availability of and cost to purchase allowances to meet the emission reduction requirements is uncertain at this time, but it could be material if our facility will need to purchase additional allowances based on reduced allocations.

#### *Regional Haze*

The EPA’s “Regional Haze Rule” is intended to reduce haze and protect visibility in designated federal areas, and sets guidelines for determining the best available retrofit technology (“BART”) at affected plants and how to demonstrate “reasonable progress” toward attaining natural visibility conditions by the end of 2064. The Regional Haze Rule requires states to consider five factors when establishing BART for sources, including the availability of emission controls, the cost of the controls, and the effect of reducing emission on visibility in Class I areas (including wilderness areas, national parks, and similar areas). The statute would require compliance within five years after the EPA approves the relevant SIP or issues a federal implementation plan, although individual states may impose more stringent compliance schedules. In 2017, the EPA published a final rule affirming the continued validity of the EPA’s previous determination allowing states to rely on the CSAPR to satisfy BART requirements.

The second phase of the Regional Haze Rule began in 2019. States must submit regional haze plans for this second implementation period in 2021 to demonstrate reasonable progress towards reducing visibility impairment in Class I areas. States may need to require additional emissions controls for visibility impairing pollutants, including on BART sources, during the second implementation period. We currently cannot predict the impact of this second implementation period, if any, on our operations.

#### *Climate Change*

In the United States, no comprehensive climate change legislation has been implemented at the federal level but President Biden has pursued executive actions, is expected to pursue additional executive actions, and may pursue new climate change legislation or other regulatory initiatives to promote his regulatory agenda and limit GHG emissions. Moreover, with the U.S. Supreme Court finding that GHG emissions constitute a pollutant under the CAA, the EPA adopted rules in 2011 that, among other things, regulate GHG emissions from certain stationary sources, including a preconstruction permitting program for certain new construction or major modifications that may trigger more stringent GHG requirements upon modification of such sources, the costs of which may be

material. Additionally, in 2015, the EPA issued a final rule establishing new source performance standards (“NSPS”) for carbon dioxide emissions from newly constructed coal-fueled electric generating plants, which reflects the partial capture and storage of those emissions from the plants. The EPA also promulgated NSPS applicable to modified and reconstructed electric generating units, which will serve as a floor for future stringent standard determinations for such units. The NSPS could have an impact on our operations to the extent we plan to construct and/or modify or reconstruct electric generating units. In December 2018, the EPA published proposed revisions to the final NSPS for new, modified, and reconstructed coal-fired electric utility steam generating units proposing that the best system of emissions reduction for these units is highly efficient generation that would be equivalent to supercritical steam conditions for larger units and sub-critical steam conditions for smaller units, and not partial carbon capture and sequestration, as was finalized in the 2015 NSPS. Challenges to the GHG NSPS are being held in abeyance at this time.

More recently, in July 2019, the EPA adopted the final Emission Guidelines for Greenhouse Gas Emissions from Existing Electric Utility Generating Units, known as the Affordable Clean Energy (“ACE”) Rule. The 2019 ACE Rule established carbon dioxide emission rules for existing power plants under CAA Section 111(d) and replaced the EPA’s more burdensome 2015 Clean Power Plan Rule. In accordance with the ACE Rule, the EPA determined that heat rate improvement measures are the best system of emissions reductions for existing coal-fired electric generating units. However, in January 2021, the D.C. Circuit Court vacated and remanded to the EPA the ACE Rule. As a result, there exists the possibility for further regulatory action by the Biden Administration on power plant GHG emissions, which action could result in the imposition of more stringent and costly actions on power plant operators.

At the international level, there exists the United Nations-sponsored “Paris Agreement,” which is a non-binding agreement for nations to limit their greenhouse gas emissions through individually-determined reduction goals every five years after 2020. While the United States withdrew from the Paris Agreement under the Trump Administration on January 20, 2021, President Biden issued an executive order recommitting the United States to the Paris Agreement, effective February 19, 2021, and calling for the federal government to begin formulating the United States’ nationally determined emissions reduction goal under the agreement. With the United States recommitting to the Paris Agreement, executive orders may be issued or federal legislation or regulatory initiatives may be adopted to achieve the agreement’s goals, which could require us to incur increased, potentially significant, costs to comply with such requirements.

Litigation risks may also increase, as it is possible that states, municipalities and other parties, including proponents of renewable energy that are opposed to the burning of fossil fuels, including coal, seek to further restrict GHG emissions regardless of federal legislative and regulatory initiatives on the matter. Moreover, financial risks could increase, as stockholders and bondholders currently invested in fossil fuel energy companies concerned about the potential effects of climate change may elect in the future to shift some or all of their investments into non-fossil fuel energy related sectors. Institutional investors who provide financing to fossil fuel energy companies also have become more attentive to sustainability issues and some of them may elect not to provide funding for fossil fuel energy companies. Limitation of investments in and financings for fossil fuel energy could result in reduced access to capital, higher costs of capital and the restriction, delay, or cancellation of development and production activities.

While we cannot predict the outcome of legislative or regulatory initiatives related to climate change, we anticipate that initiatives to reduce GHG emissions will continue to develop. The adoption of state or federal legislation or regulatory programs to reduce GHG emissions could require us to incur increased operating costs, such as costs to purchase and operate emissions monitoring and control systems, to acquire emissions allowances, or comply with new regulatory or reporting requirements. Additionally, litigation, and financial risks may result in restrictions or cancellations in development and expansion activities or increases in the cost of consuming hydrocarbons and thereby reducing demand for fossil fuels, including coal. Moreover, the increased competitiveness of alternative energy sources (such as wind, solar, geothermal and tidal) could reduce demand for fossil fuels. Also, there is the possibility that financial institutions will be required to adopt policies that limit funding for fossil fuel energy companies as President Biden recently signed an executive order calling for the development of a climate finance plan and federal agencies under the Biden Administration are pursuing activities to address climate-related risks in the financial sector. Finally, increasing concentrations of GHG in the Earth’s atmosphere may produce climate changes that have significant physical effects, such as increased frequency and severity of storms, droughts,



floods, rising sea levels and other climatic events. Consequently, one or more of these developments could have an adverse effect on our business, financial condition, results of operations, and cash flows.

#### *Remediation Activities*

We conduct business on properties that have been used for coal-fired power generation facility operations for many years. The properties we own or operate were acquired from third parties whose actions with respect to the management and disposal or release of coal, wastes or other hazardous substances at or from such properties were not under our control prior to acquiring them. Additionally, we are responsible under applicable federal and state rules for the disposal of CCR in operating landfills and surface impoundments and closure of such units associated with our operations, including location restrictions, design and operating criteria, groundwater monitoring, corrective action and closure requirements, and post-closure care. Under environmental laws and regulations such as CERCLA and RCRA or analogous state laws, we could incur strict joint and several liability due to damages to natural resources or for remediating CCR, coal, wastes or other hazardous substances disposed of or released, including by prior owners or operators. Moreover, an accidental release of materials into the environment during the course of our operations may cause us to incur significant costs and liabilities. We also could incur costs related to the clean-up of third-party sites to which we sent regulated substances for disposal and for damages to natural resources or other claims related to releases of regulated substances at or from such third-party sites.

#### *Cooling Water Intake*

Our operations are subject to a variety of rules governing water use and discharge including, in particular, the CWA Section 316(b) rule issued by the EPA that seeks to protect fish and other aquatic organisms by requiring existing steam electric generating facilities to utilize the best technology available (“BTA”) for cooling water intake structures. In 2014, the EPA published its final standards based on CWA Section 316(b) that require certain subject facilities to choose among seven BTA options to reduce fish impingement. In addition, certain facilities must conduct studies to assist permitting authorities to determine whether and what site-specific controls, if any, are required to reduce entrainment of aquatic organisms. It is possible that this decision-making process, which includes permitting and public input, could result in the need to install closed-cycle cooling systems (closed-cycle cooling towers), or other technology. Finally, the standards require that new units added to an existing facility to increase generation capacity are required to reduce both impingement and entrainment.

#### **Intellectual Property**

We actively use specific hardware and software for our crypto asset mining operation. In certain cases, source code and other software assets may be subject to an open source license, as much technology development underway in this sector is open source. For these works, we intend to adhere to the terms of any license agreements that may be in place.

We do not currently own, and do not have any current plans to seek, any patents in connection with our existing and planned blockchain and crypto asset related operations. We do expect to rely upon trade secrets, trademarks, service marks, trade names, copyrights and other intellectual property rights and expect to license the use of intellectual property rights owned and controlled by others. In addition, we have developed and may further develop certain proprietary software applications for purposes of our crypto asset mining operation.

#### **Competition**

In crypto asset mining, companies, individuals and groups generate units of crypto assets through mining. Miners can range from individual enthusiasts to professional mining operations with dedicated data centers. Miners may organize themselves in mining pools. The Company competes or may in the future compete with other companies that focus all or a portion of their activities on owning or operating crypto asset exchanges, developing programming for the blockchain, and mining activities. At present, the information concerning the activities of these enterprises is not readily available as the vast majority of the participants in this sector do not publish information publicly or the information may be unreliable. Published sources of information include “bitcoin.org” and “blockchain.info”; however, the reliability of that information and its continued availability cannot be assured.

Several public companies (traded in the U.S. and internationally), such as the following, may be considered to compete with us, although we believe there is no company, including the following, which engages in the same scope of activities with a focus on environmentally-beneficial operations as we do.

- Overstock.com Inc.
- Bitcoin Investment Trust
- Blockchain Industries, Inc. (formerly Omni Global Technologies, Inc.)
- Bitfarms Technologies Ltd. (formerly Blockchain Mining Ltd)
- DMG Blockchain Solutions Inc.
- Digihost International, Inc.
- Hive Blockchain Technologies Inc.
- Hut 8 Mining Corp.
- HashChain Technology, Inc.
- MGT Capital Investments, Inc.
- DPW Holdings, Inc.
- Layer1 Technologies, LLC
- Northern Data AG
- Riot Blockchain
- Marathon Patent Corporation

While there is limited available information regarding our non-public competitors, we believe that our recent acquisition and deployment of miners (as discussed further above) positions us well among the publicly traded companies involved in the crypto asset mining industry. The crypto asset industry is a highly competitive and evolving industry and new competitors and/or emerging technologies could enter the market and affect our competitiveness in the future.

#### **Accounting for Digital Currencies**

The lack of U.S. Generally Accepted Accounting Principles (U.S. GAAP) instruction regarding the proper accounting treatment of digital currency assets has created uncertainty regarding the reporting and proper asset classification of digital currency holdings. Management intends to exercise its business judgment in determining appropriate accounting treatment for the recognition of revenue from mining of digital currencies. Management, in conjunction with its outside public accountants and its auditors, has examined various factors surrounding the substance of the Company's operations and the available guidance published for public company accounting practices in the FASB Accounting Standards Codification.

Digital currencies are included in current assets in the combined balance sheet. Digital currencies are recorded at cost less any impairment. An intangible asset with an indefinite useful life is not amortized but assessed for impairment annually, or more frequently, when events or changes in circumstances occur indicating that it is more likely than not that the indefinite-lived asset is impaired. Impairment exists when the carrying amount exceeds its fair value. In testing for impairment, the Company has the option to first perform a qualitative assessment to determine whether it is more likely than not that an impairment exists. If it is determined that it is not more likely than not that an impairment exists, a quantitative impairment test is not necessary. If the Company, concludes otherwise, it is required to perform a quantitative impairment test. To the extent an impairment loss is recognized,

the loss establishes the new cost basis of the asset. Subsequent reversal of impairment losses is not permitted. The Company accounts for its gains or losses in accordance with the first-in, first-out (FIFO) method of accounting.

## Human Capital Resources

As of August 24, 2021, we had 42 employees. We are not a party to any collective bargaining agreements. We consider our relations with our employees to be excellent.

## Facilities

Our corporate headquarters are located at 595 Madison Avenue, 29th Floor, New York, New York 10022. Additionally, we own or lease the following facilities and plants:

| <u>Property</u>  | <u>Location</u>              | <u>Owned/Leased</u> |
|------------------|------------------------------|---------------------|
| Scrubgrass Plant | Venango County, Pennsylvania | Owned               |

We have also entered into a purchase agreement for the Panther Creek Plant. See “Summary—Recent Developments—Acquisitions” for additional information.

We believe that our facilities are adequate for our current operations.

## Legal Proceedings

Due to the nature of our business, we are, from time to time, involved in other routine litigation or subject to disputes or claims related to our business activities, including workers’ compensation claims and employment related disputes. In the opinion of our management, none of the pending litigation, disputes or claims against us, if decided adversely, will have a material adverse effect on our financial condition, cash flows or results of operations.

## Recent Developments

### Acquisitions

On March 3, 2021, SDM entered into the Olympus LOI with Olympus for the purchase of (i) the Aspen Interest, (ii) the Panther Creek Plant, and (iii) the Third Plant.

On July 9, 2021, we entered into a purchase agreement for the Panther Creek Acquisition, as contemplated by the Olympus LOI, from Panther Creek Reclamation Holdings, LLC, a subsidiary of Olympus Power, LLC. The Panther Creek Acquisition includes all of the assets of Panther Creek, comprised primarily of the Panther Creek Plant. The Panther Creek Plant is a coal refuse reclamation facility with 80 MW of net electricity generation capacity located near Nesquehoning, Pennsylvania. The consideration for the Panther Creek Plant is approximately \$3.0 million in cash and 400,000 Series A Preferred Units of Stronghold LLC, or in the event that all Series A Preferred Units of Stronghold LLC have been converted into Stronghold LLC Units, an equivalent amount of Stronghold LLC Units, together with a corresponding number of shares of Class V common stock. The Panther Creek Acquisition is subject to customary closing conditions and regulatory approvals.

We continue to evaluate the acquisition of the Third Plant as contemplated by the Olympus LOI, although we do not consider this acquisition to be probable at this time. The acquisition of the Third Plant is subject to due diligence and the negotiation of a definitive agreement, and there is no assurance that the acquisition will be completed. The consideration for the Third Plant is expected to be approximately \$3.0 million in cash and \$6,250,000 of Stronghold LLC Units, together with a corresponding number of shares of Class V common stock. If acquired, we plan to store newly acquired miners at or near the Third Plant and use power generated by the Third Plant to power crypto asset mining operations in an environmentally conscious manner.

**Northern Data**

On August 17, 2021, Stronghold LLC entered into a Hosting Services Agreement with Northern Data whereby Northern Data will construct and operate a colocation data center facility located on the Scrubgrass Plant, the primary business purpose of which will be to provide hosting services and support the cryptocurrency miners that we have purchased but not yet received.

**Reorganization**

On April 1, 2021, we effected the Reorganization. See “Prospectus Summary—Corporate Reorganization” and “Corporate Reorganization” for more information.

## MANAGEMENT

### Directors and Executive Officers

Set forth below are the names, ages as of August 24, 2021, positions and descriptions of the business experience of our executive officers, directors and director nominees.

| Name                   | Age | Position with Stronghold Inc.                                   |
|------------------------|-----|---|
| Gregory A. Beard       | 49  | Chief Executive Officer, President and Co-Chairman of the Board |
| William B. Spence      | 63  | Co-Chairman of the Board  |
| Ricardo R. A. Larroude | 42  | Chief Financial Officer   |
| Richard J. Shaffer     | 45  | Senior Vice President- Asset Manager                            |
|                        |     | Director Nominee  |
|                        |     | Director Nominee  |
|                        |     | Director Nominee  |

### Current Directors and Executive Officers

**Gregory A. Beard** has served our Chief Executive Officer, President and Co-Chairman of our board of directors since March 2021. Mr. Beard was the Global Head of Natural Resources, Senior Partner, member of the Management Committee and Senior Advisor at Apollo Global Management from 2010 to 2020. In such roles, Mr. Beard oversaw Apollo's investment activities in the energy, metals and mining and agriculture sectors. Prior to his time at Apollo, Mr. Beard was a senior Managing Director at Riverstone Holdings, an energy, power and infrastructure-focused private equity firm. He began his career as a financial analyst at Goldman Sachs, where he played an active role in energy-sector principal investment activities. The funds where Mr. Beard held these senior leadership positions have invested billions of dollars in natural resources related investments. During his career, Mr. Beard sourced and managed some of the most profitable deals in the energy private equity sector. Mr. Beard is a founding and managing member of Q Power together with its subsidiary Stronghold Digital Mining and currently serves on the board of directors of Scrubgrass LP, Double Eagle Energy Holdings III, Skeena Resources Ltd., Andros Capital Partners LLC, and Parallaxes Capital. He also serves on the board of directors of The Conservation Fund, a non-profit focused on land conservation. Mr. Beard received his Bachelor of Arts from the University of Illinois at Urbana. We believe Mr. Beard's extensive background in the energy industry makes him well qualified to serve on our board of directors.

**William B. Spence** has served as Co-Chairman of our board of directors since March 2021. Mr. Spence has been digitally mining crypto assets since 2018 and has over 40 years of energy-related experience. Mr. Spence has been involved with coal refuse reclamation since 1993. He began his career as an engineer with Mobil Oil Corporation in Denver, Colorado. Mr. Spence became a project manager with Dr Otto Gold Engineering in Cologne, West Germany before moving to Keplinger and Associates in Houston, Texas. From there, Mr. Spence served as a Vice President with Coral Petroleum/Oil & Gas. In 1993, Mr. Spence founded Dark Diamond and later Coal Valley Resources, where he successfully mined and reclaimed millions of tons of coal refuse along with revegetating thousands of acres of land throughout Western Pennsylvania. In 2007, Mr. Spence became the Chief Executive Officer of Targe Energy, a position he held until he resigned due to health reasons in 2017. Mr. Spence is a proud cancer survivor. Mr. Spence is a founding and managing member of Q Power together with its subsidiary Stronghold Digital Mining and serves on the board of Scrubgrass Reclamation Company, L.P. Mr. Spence is a graduate of West Virginia University with a B.S. Degree in Mining Engineering. We believe Mr. Spence's background in coal refuse, and the energy industry generally, and his experience with mining crypto assets makes him well qualified to serve on our board of directors.

**Ricardo R. A. Larroude** has served as our Chief Financial Officer since March 2021. Prior to that, in 2020, Mr. Larroude was the General Manager of APFM Emerging Businesses division (a healthcare marketing company owned by General Atlantic and Silverlake), where he managed all non-core and international existing businesses and was responsible for the launch and acquisitions of new ventures. He joined APFM from Anheuser-Busch Inbev (a 3G Capital co-controlled company) where he lead the company's global financial risk management operations (including capital structure, forex and commodity management) and other merger and acquisition related responsibilities from 2017 to 2020. Prior to being a senior operating executive, from 2010 to 2017, Mr. Larroude

served at Apollo Global Management where he primarily focused on energy, metals and mining and agriculture related investments. During his private equity career, Mr. Larroudé was responsible for executing multiple investments, managing portfolio companies, starting new businesses, evaluating and executing rollup opportunities and managing investment exits. He began his career as an Investment Banking Analyst at Lehman Brothers' Global Communications and Media Group in 2003. Mr. Larroudé received his Bachelor of Business Administration degree from Fundação Getulio Vargas in São Paulo, Brazil.

**Richard J. Shaffer** has served as our Senior Vice President – Asset Manager since March 2021. Prior to that, Mr. Shaffer served as General Manager of the Scrubgrass Plant since March 2016. Mr. Shaffer has management responsibilities that include safety and environmental compliance, plant operations and maintenance, supply contracts, and compliance with PJM, Federal Energy Regulatory Commission, and National Electric Reliability Council (NERC). From 2013 to 2016, Mr. Shaffer was the Fuel and Environmental Manager for the Scrubgrass Plant. Mr. Shaffer started at the Scrubgrass Plant in 2003 as the Environmental Manager and was responsible for environmental compliance of the facility. Mr. Shaffer worked with the PADEP on several major permitting projects for the facility to give it both operational flexibility and to cause it to be a top emissions performer. Mr. Shaffer's reputation earned him an appointment as an industry member to the PADEP Air Quality Technical Advisory Committee in 2015, an appointment he still holds. Prior to his employment at the Scrubgrass Plant, Mr. Shaffer worked for an environmental remediation and consulting company that provided remediation and service work to industry. Mr. Shaffer graduated from Thiel College with a Bachelor of Arts in Environmental Science.

There are no family relationships among any of our executive officers or directors.

### **Composition of Our Board of Directors**

Our board of directors currently consists of two members. Prior to the date that the Class A common stock is first traded on Nasdaq, our board of directors is expected to consist of five members. Each director shall hold office for the term for which he or she is elected, and until his or her successor shall have been elected and qualified or until his or her earlier death, resignation or removal.

Our amended and restated bylaws provide that the number of directors may be set and changed by resolution of the board of directors.

### **Leadership Structure of the Board**

Messrs. Beard and Spence will serve as co-chairmen of our board of directors. Our board of directors has concluded that our current leadership structure is appropriate at this time. Our board of directors will periodically review our leadership structure and may make such changes in the future as it deems appropriate.

### **Controlled Company Status**

After the completion of this offering, Q Power and its affiliates will continue to collectively hold more than 50% of the voting power for the election of directors of our company. As a result, we expect to be a controlled company within the meaning of Nasdaq corporate governance standards. Under Nasdaq rules, a company of which more than 50% of the voting power is held by an individual, company or group of persons acting together is a controlled company and may elect not to comply with certain Nasdaq corporate governance requirements, including the requirements that:

- a majority of the Board consist of independent directors under Nasdaq rules;
- the nominating and governance committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
- the compensation committee be composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities.

These requirements will not apply to us as long as we remain a controlled company. However, we will remain subject to the rules of the Sarbanes-Oxley Act and Nasdaq that require us to have an audit committee composed entirely of independent directors. Under these rules, we must have at least one independent director on our audit

committee by the date our Class A common stock are listed on Nasdaq, at least two independent directors on our audit committee within 90 days of the listing date, and at least three independent directors on our audit committee within one year of the listing date.

Following this offering, we may utilize some or all of these exemptions. If at any time we cease to be a controlled company, we will take all action necessary to comply with the Sarbanes-Oxley Act and Nasdaq corporate governance standards, subject to any other permitted exemptions.

### **Director Independence**

Under the listing requirements and rules of Nasdaq, unless we determine to take advantage of certain exemptions available to controlled companies, independent directors must comprise a majority of our board of directors within a specified period after the completion of this offering. In addition, the rules of Nasdaq require that, subject to specified exceptions, each member of a listed company's audit, compensation, and nominating and corporate governance committees must be independent. Audit committee members must also satisfy the independence criteria set forth in Rule 10A-3 under the Exchange Act. Under the rules of Nasdaq, a director will qualify as an "independent director" only if, in the opinion of that company's board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

Additionally, compensation committee members must not have a relationship with us that is material to the director's ability to be independent from management in connection with the duties of a compensation committee member.

Audit committee members must also satisfy the independence criteria set forth in Rule 10A-3 under the Exchange Act. To be considered to be independent for purposes of Rule 10A-3 of the Exchange Act, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee: (1) accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries; or (2) be an affiliated person of the listed company or any of its subsidiaries.

Our board of directors has undertaken a review of its composition, the composition of its committees and the independence of each director. Based upon information requested from and provided by each director concerning his background, employment and affiliations, including family relationships, our board of directors has determined that Messrs. \_\_\_\_\_, representing a majority of our directors, do not have any relationships that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the applicable rules and regulations of the SEC and the listing requirements of Nasdaq. Our board of directors also determined that Messrs. \_\_\_\_\_, who will comprise our audit committee, Messrs. \_\_\_\_\_, who will comprise our compensation committee, and Messrs. \_\_\_\_\_, who will comprise our nominating and corporate governance committee, satisfy the respective independence standards for those committees established by applicable rules and regulations of the SEC and the listing requirements of Nasdaq. In making this determination, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director and the transactions involving each non-employee director, if any, described in "Certain Relationships and Related Party Transactions."

### **Committees of the Board of Directors**

Our board of directors will establish an audit committee, a compensation committee and a nominating and governance committee prior to the completion of this offering. The composition and responsibilities of each of the committees of our board of directors are described below. Following the completion of this offering, copies of the charters for each committee will be available on our website. Members will serve on these committees until their resignation or until otherwise determined by our board of directors. Our board of directors may establish other committees as it deems necessary or appropriate from time to time.

### ***Audit Committee***

Rules implemented by Nasdaq and the SEC require us to have an audit committee comprised of at least three directors who meet the independence and experience standards established by Nasdaq and the Exchange Act, subject to transitional relief during the one-year period following the completion of this offering. Our audit committee will initially consist of \_\_\_\_\_ directors, \_\_\_\_\_ of whom are independent under the rules of the SEC. As required by the rules of the SEC and listing standards of Nasdaq, after the applicable transition period, the audit committee will consist solely of independent directors. \_\_\_\_\_, and will initially serve as members of our audit committee, with \_\_\_\_\_ serving as chair of the audit committee. Each member of the audit committee is financially literate, and our board of directors has determined that \_\_\_\_\_ qualifies as an “audit committee financial expert” as defined in applicable SEC rules.

This committee will oversee, review, act on and report on various auditing and accounting matters to our board of directors, including: the selection of our independent accountants, the scope of our annual audits, fees to be paid to the independent accountants, the performance of our independent accountants and our accounting practices. In addition, the audit committee will oversee our compliance programs relating to legal and regulatory requirements. We expect to adopt an audit committee charter defining the committee’s primary duties in a manner consistent with the rules of the SEC and applicable Nasdaq standards.

### ***Compensation Committee***

Because we expect to be a “controlled company” as of the closing of this offering within the meaning of the Nasdaq corporate governance standards, we will not be required to have a compensation committee. However, we intend to establish a compensation committee to ease the administrative burden on the full board of directors. Our compensation committee will consist of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, with \_\_\_\_\_ serving as the chair of the compensation committee. Our board of directors has determined that all members of the Compensation Committee are independent under the current listing standards of Nasdaq and are “non-employee directors” as defined in Rule 16b-3 promulgated under the Exchange Act.

The compensation committee will review and approve, or recommend that our board of directors approve, the compensation of our chief executive officer, review and recommend to our board of directors the compensation of our non-employee directors, review and approve, or recommend that our board of directors approve, the terms of compensatory arrangements with our executive officers, administer our incentive compensation and benefit plans, select and retain independent compensation consultants and assess whether any of our compensation policies and programs has the potential to encourage excessive risk-taking. We expect to adopt a compensation committee charter defining the committee’s primary duties in a manner consistent with the rules of the SEC and applicable Nasdaq standards.

### ***Nominating and Corporate Governance Committee***

Our nominating and corporate governance committee will consist of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, with \_\_\_\_\_ serving as the chair of the nominating and corporate governance committee. Our board of directors has determined that all members of the Nominating and Corporate Governance Committee are independent under the current listing standards of Nasdaq.

The nominating and corporate governance committee will identify, evaluate and recommend qualified nominees to serve on our board of directors, consider and make recommendations to our board of directors regarding the composition of our board of directors and its committees, and oversee our internal corporate governance processes, review and approve or disapprove of related party transactions, maintain a management succession plan and oversee an annual evaluation of the board of directors’ performance. We expect to adopt a nominating and corporate governance committee charter defining the committee’s primary duties in a manner consistent with the rules of the SEC and applicable Nasdaq standards.

### ***Code of Business Conduct and Ethics***

In connection with this offering, our board of directors will adopt a code of business conduct and ethics applicable to our employees, directors and officers, in accordance with applicable U.S. federal securities laws and



the corporate governance rules of Nasdaq. Any waiver of this code may be made only by our board of directors and will be promptly disclosed as required by applicable U.S. federal securities laws and the corporate governance rules of Nasdaq.

### **Corporate Governance Guidelines**

In connection with this offering, our board of directors will adopt corporate governance guidelines in accordance with the corporate governance rules of Nasdaq.

### **Compensation Committee Interlocks and Insider Participation**

None of the anticipated members of the compensation committee is currently or has been at any time one of our employees. None of our executive officers currently serves, or has served during the last year, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

### **Legal Proceedings**

To our knowledge, (i) no director or executive officer has been a director or executive officer of any business which has filed a bankruptcy petition or had a bankruptcy petition filed against it during the past ten years; (ii) no director or executive officer has been convicted of a criminal offense or is the subject of a pending criminal proceeding during the past ten years; (iii) no director or executive officer has been the subject of any order, judgment or decree of any court permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities during the past ten years; and (iv) no director or officer has been found by a court to have violated a federal or state securities or commodities law during the past ten years.

## EXECUTIVE COMPENSATION

We did not pay compensation to our named executive officers, including our Chief Executive Officer (“NEOs”), for services rendered during the year ended December 31, 2020. However, one of our NEOs was compensated by our predecessor, which carried on a portion of the operations of our business prior to this offering. Following the conclusion of our fiscal year ended December 31, 2020, we entered into an offer letter with one of our NEOs, but otherwise do not maintain employment or other service agreements with our NEOs. In connection with or soon after the consummation of our public offering, we anticipate entering into employment agreements or offer letters with our NEOs and establishing incentive compensation programs in which they may participate.

The tables and narrative disclosure below provide compensation disclosure that satisfies the requirements applicable to emerging growth companies, as defined in the JOBS Act.

### Summary Compensation Table for Fiscal Year 2020

The following table summarizes the compensation awarded to, earned by or paid to our NEOs for the fiscal year ended December 31, 2020.

| Name and Principal Position  | Year | Salary<br>(\$) | Bonus<br>(\$) | All Other<br>Compensation<br>(\$) | Total<br>(\$) |
|--|------|----------------|---------------|-----------------------------------|---------------|
| <b>Gregory A. Beard</b><br>(Chief Executive Officer and Co-Chairman) | 2020 | \$ —           | \$ —          | \$ —                              | \$ —          |
| <b>Ricardo Larroude</b><br>(Chief Financial Officer)                 | 2020 | \$ —           | \$ —          | \$ —                              | \$ —          |
| <b>Richard J. Shaffer</b><br>(Asset Manager & Environmental Lead)    | 2020 | \$ 130,365     | \$ —          | \$ 5,215                          | \$ 135,580    |

### Narrative to the Summary Compensation Table

#### Base Salary

Mr. Shaffer received a base salary of \$130,365 as a fixed component of annual compensation for performing his specific job duties and functions.

#### Other Compensation Elements

Our predecessor maintained a retirement plan intended to provide benefits under section 401(k) of the Internal Revenue Code, under which employees, including Mr. Shaffer, were allowed to contribute portions of their base compensation to a tax-qualified retirement account. Mr. Shaffer received \$5,215 in matching contributions under our predecessor’s 401(k) plan. Neither Mr. Beard nor Mr. Larroude participated in the 401(k) plan in fiscal year 2020.

### Compensation Actions after 2020 Fiscal Year-End

#### Employment Agreements

We currently do not have formal employment agreements or offer letters with Messrs. Larroude and Shaffer.

On July 8, 2021, Mr. Beard executed an offer letter with the Company, which provides for at-will employment and sets forth an annualized base salary of \$600,000 and Mr. Beard’s eligibility to participate in the Company’s benefit plans. In connection with his offer letter, Mr. Beard also entered into a confidentiality, intellectual property, arbitration and non-solicitation agreement, effective January 1, 2021.

#### 2021 Long-Term Incentive Plan

On April 28, 2021, we approved a long-term incentive plan (the “LTIP”) pursuant to which we may grant stock options to employees, officers, consultants and other service providers of the Company.

*LTIP Share Limits.* Subject to adjustment in the event of certain transactions or changes of capitalization in accordance with the LTIP, a total of 1,300,000 shares of our Class A common stock is reserved for issuance pursuant to awards under the LTIP. Class A common stock subject to an award that expires or is canceled, forfeited, exchanged, settled in cash or otherwise terminated without delivery of shares and shares withheld to pay the exercise price of, or to satisfy the withholding obligations with respect to, an award will again be available for delivery pursuant to other awards under the LTIP.

*Administration.* The LTIP will be administered by our board of directors, except to the extent our board of directors elects a committee of directors to administer the LTIP. Our board of directors has broad discretion to administer the LTIP, including the power to determine the eligible individuals to whom awards will be granted, the number and type of awards to be granted and the terms and conditions of awards. The board of directors may also accelerate the vesting or exercise of any award and make all other determinations and to take all other actions necessary or advisable for the administration of the LTIP.

*Eligibility.* Any individual who is our officer or employee or an officer or employee of any of our affiliates, any other person who provides services to us or our affiliates, including members of our board of directors, and any person designated by our board of directors are eligible to receive awards under the LTIP at the discretion of our board of directors.

*Stock Options.* The board of directors may grant stock options that do not qualify as incentive stock options under the LTIP. The exercise price of a stock option generally cannot be less than 100% of the fair market value of a share of our Class A common stock on the date on which the option is granted and the option must not be exercisable for longer than ten years following the date of grant.

*Restricted Stock.* Restricted stock is a grant of shares of Class A common stock subject to the restrictions on transferability and risk of forfeiture imposed by our board of directors. Shares of restricted stock may be issued upon early exercise of previously-granted stock options. Our board of directors may condition the grant or vesting of Restricted Stock upon the attainment of specified performance goals or any other factor, determined by our board of directors in its sole discretion.

*Recapitalization.* In the event of any change in our capital structure or business or other corporate transaction or event that would be considered an equity restructuring, our board of directors may equitably adjust the (i) aggregate number or kind of shares that may be delivered under the LTIP, (ii) the number or kind of shares or amount of cash subject to an award, (iii) the terms and conditions of awards, including the purchase price or exercise price of awards, and (iv) the applicable share-based limitations with respect to awards provided in the LTIP, in each case to equitably reflect such event.

*Change in Control.* Except to the extent otherwise provided in any applicable award agreement, no award will vest solely upon the occurrence of a change in control. In the event of a change in control, awards made under the LTIP will be treated in accordance with one of the following methods: (i) the awards, whether vested or unvested, shall be continued, assumed, and be subject to the same restrictions to which they were subject to prior to the change in control, (ii) the awards will be surrendered in exchange for a cash payment, or (iii) the board of directors may, in its sole discretion, provide for accelerated vesting or lapse of restrictions of the awards.

*Company Call Rights.* In the event that a participant is terminated or violates any restrictive covenants, we have a right to repurchase from the participant any shares of our Class A common stock previously acquired by the Participant through the exercise, grant or payment of an award under the LTIP.

*Amendment and Termination.* The LTIP will automatically expire on the tenth anniversary of its effective date. Our board of directors may amend or terminate the LTIP at any time, subject to stockholder approval if required by applicable law, rule or regulation, including the rules of the stock exchange on which our shares of Class A common stock are listed. Our board of directors may amend the terms of any outstanding award granted under the LTIP at any time so long as the amendment would not materially and adversely affect the rights of a participant under a previously granted award without the participant's consent.

## ***New Long-Term Incentive Plan***

In order to incentivize our employees following the completion of this offering, we anticipate that our board of directors will adopt a new long-term incentive plan (the “New LTIP”) for employees, consultants and directors prior to the completion of this offering. Our NEOs will be eligible to participate in the New LTIP, which we expect will become effective upon the consummation of this offering. We anticipate that the New LTIP will provide for the grant of options (including incentive stock options (“ISOs”) and nonqualified stock options), stock appreciation rights (“SARs”), restricted stock, restricted stock units (“RSUs”), dividend equivalents, other stock-based awards, and substitute awards intended to align the interests of service providers, including our NEOs, with those of our stockholders.

### **Securities to be Offered**

Subject to adjustment in the event of certain transactions or changes of capitalization in accordance with the New LTIP, the maximum number of shares of common stock that may be issued under the New LTIP will be equal to (i) \_\_\_\_\_ shares of common stock plus (ii) any shares of common stock that are available for issuance under the LTIP upon the effective date of the New LTIP (the “Effective Date”) plus (iii) annual increases beginning on January 1 following the Effective Date and each subsequent year following an amount equal to the lesser of (x) \_\_\_\_\_ % of the number of shares of common stock outstanding as of the post-combination company’s immediately preceding fiscal year or (y) such smaller amount, if any, as the board may determine. The total number of shares reserved for issuance under the New LTIP may be issued pursuant to incentive options. Shares of common stock subject to an award that expires or is canceled, forfeited, exchanged, settled in cash or otherwise terminated without delivery of shares and shares withheld to pay the exercise price of, or to satisfy the withholding obligations with respect to, an award will again be available for delivery pursuant to other awards under the New LTIP.

### **Administration**

The New LTIP will be administered by our board of directors, except to the extent our board of directors elects a committee of directors to administer the New LTIP (as applicable, the “Administrator”). The Administrator will have broad discretion to administer the New LTIP, including the power to determine the eligible individuals to whom awards will be granted, the number and type of awards to be granted and the terms and conditions of awards. The Administrator may also accelerate the vesting or exercise of any award and make all other determinations and to take all other actions necessary or advisable for the administration of the New LTIP. To the extent the Administrator is not our board of directors, our board of directors will retain the authority to take all actions permitted by the Administrator under the New LTIP.

### **Eligibility**

Our approximately \_\_\_\_\_ employees, \_\_\_\_\_ consultants and \_\_\_\_\_ nonemployee directors, and approximately \_\_\_\_\_ employees, \_\_\_\_\_ consultants and \_\_\_\_\_ nonemployee directors of our affiliates, will be eligible to receive awards under the New LTIP.

### **Nonemployee Director Compensation Limits**

Under the New LTIP, in a single calendar year, a nonemployee director may not be granted awards for such individual’s service on our board of directors having a value in excess of \$ \_\_\_\_\_. Additional awards may be granted for any calendar year in which a nonemployee director first becomes a director, serves on a special committee of our board of directors, or serves as lead director. This limit does not apply to cash fees or awards granted in lieu of cash fees.

### **Types of Awards**

*Options.* We may grant both nonqualified stock option and incentive stock options to eligible persons, except that incentive stock options may only be granted to persons who are our employees or employees of one of our subsidiaries, in accordance with Section 422 of the Code. The exercise price of an option generally cannot be less than 100% of the fair market value of a share of common stock on the date on which the option is granted and the option must not be exercisable for longer than 10 years following the date of grant. In the case of an incentive option

granted to an individual who owns (or is deemed to own) at least 10% of the total combined voting power of all classes of our equity securities, the exercise price of the option must be at least 110% of the fair market value of a share of common stock on the date of grant, and the option must not be exercisable more than five years from the date of grant.

*Stock Appreciation Rights.* A Stock Appreciation Right (“SAR”) is the right to receive an amount equal to the excess of the fair market value of one share of common stock on the date of exercise over the grant price of the SAR. The grant price of an SAR generally cannot be less than 100% of the fair market value of a share of common stock on the date on which the SAR is granted. The term of a SAR may not exceed ten years. SARs may be granted in connection with, or independent of, other awards. The Administrator will have the discretion to determine other terms and conditions of an SAR award.

*Restricted Stock Awards.* A restricted stock award is a grant of shares of common stock subject to the restrictions on transferability and risk of forfeiture imposed by the Administrator. Unless otherwise determined by the Administrator and specified in the applicable award agreement, the holder of a restricted stock award will have rights as a stockholder, including the right to vote the shares of common stock subject to the restricted stock award or to receive dividends on the shares of common stock subject to the restricted stock award during the restriction period. In the discretion of the Administrator, dividends distributed prior to vesting may be subject to the same restrictions and risk of forfeiture as the restricted shares with respect to which the distribution was made.

*Restricted Stock Units.* An RSU is a right to receive cash, shares of common stock or a combination of cash and shares of common stock at the end of a specified period equal to the fair market value of one share of common stock on the date of vesting. RSUs may be subject to service-based and/or performance-based restrictions, including a risk of forfeiture, imposed by the Administrator.

*Dividend Equivalents.* Dividend equivalents entitle a participant to receive cash, shares of common stock, other awards or other property equal in value to dividends or other distributions paid with respect to a specified number of shares of common stock. Dividend equivalents may be granted on a free-standing basis or in connection with another award (other than a restricted stock award or another stock award).

*Other Stock-Based Awards.* Other stock-based awards are awards denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, the value of our shares of common stock.

*Substitute Awards.* Awards may be granted in substitution or exchange for any other award granted under the New LTIP or under another equity incentive plan or any other right of an eligible person to receive payment from us. Awards may also be granted under the New LTIP in substitution for similar awards held for individuals who become participants as a result of a merger, consolidation or acquisition of another entity by or with the Company or one of our affiliates.

#### Certain Transactions

If any change is made to our capitalization, such as a share split, share combination, share dividend, exchange of shares or other recapitalization, merger or otherwise, that results in an increase or decrease in the number of outstanding shares of common stock, appropriate adjustments will be made by the Administrator in the shares subject to an award under the New LTIP. The Administrator will also have the discretion to make certain adjustments to awards in the event of a change in control, such as accelerating the vesting or exercisability of awards, requiring the surrender of an award, with or without consideration, or making any other adjustment or modification to the award that the Administrator determines is appropriate, in light of such transaction.

#### Clawback

All awards granted under the New LTIP will be subject to reduction, cancelation or recoupment under any written clawback policy that we may adopt and that we determine should apply to awards under the New LTIP.

### Plan Amendment and Termination

Our Administrator may amend or terminate any award, award agreement or the New LTIP at any time; however, stockholder approval will be required for any amendment to the extent necessary to comply with applicable law or exchange listing standards. The Administrator will not have the authority, without the approval of stockholders, to amend any outstanding option or stock appreciation right to reduce its exercise price per share. The New LTIP will remain in effect for a period of 10 years (unless earlier terminated by our board of directors).

### **Director Compensation**

We did not award any compensation to our non-employee directors during the year ended December 31, 2020. Going forward, we believe that attracting and retaining qualified non-employee directors will be critical to our future growth and governance. Consequently, in connection with the completion of this offering, we intend to adopt a non-employee director compensation policy that will provide the following cash and equity-based incentive awards to our non-employee directors going forward:

- An initial equity grant of up to 20,000 stock options;
- An annual retainer equal to \$100,000, which will be paid in fully-vested shares of our Class A common stock on a quarterly basis in arrears; and
- Reimbursement for travel expenses and other reasonable out-of-pocket expenses.

## CORPORATE REORGANIZATION

Stronghold Inc. was incorporated as a Delaware corporation on March 19, 2021. On April 1, 2021, contemporaneously with the Series A Private Placement, we underwent a corporate reorganization pursuant to the Master Transaction Agreement, which we refer to herein as the “Reorganization.”

Immediately prior to the Reorganization, Q Power directly held all of the equity interests in SDM, and indirectly held 70% of the limited partner interests, and all of the general partner interests, in Scrubgrass LP, through wholly owned subsidiaries EIF Scrubgrass, Falcon and Scrubgrass Power. Aspen held the remaining 30% of the limited partner interests in Scrubgrass LP. Scrubgrass LP is a Delaware limited partnership originally formed on December 1, 1990 under the name of Scrubgrass Generating Company, L.P. SDM is a Delaware limited liability company originally formed on February 12, 2020 under the name Stronghold Power LLC.

Contemporaneously with the Reorganization, Stronghold Inc. acquired the Aspen Interest using 200,000 shares of newly issued Series A Preferred Stock of Stronghold Inc. and proceeds from the Series A Private Placement. Pursuant to the Reorganization, Q Power contributed all of its ownership interests in EIF Scrubgrass, Falcon and SDM to Stronghold LLC in exchange for 9,400,000 Stronghold LLC Units, Stronghold Inc. contributed cash (using the remaining proceeds from the Series A Private Placement, net of fees, expenses and amounts paid to Aspen), 9,400,000 shares of Class V common stock of Stronghold Inc. and the Aspen Interest to Stronghold LLC in exchange for 3,600,000 preferred units of Stronghold LLC, and Stronghold LLC immediately thereafter distributed the 9,400,000 shares of Class V common stock to Q Power. In addition, effective as of April 1, 2021, Stronghold Inc. acquired 5,000 Stronghold LLC Units held by Q Power (along with an equal number of shares of Class V common stock) in exchange for 5,000 newly issued shares of Class A common stock.

As a result of the Reorganization, the acquisition of the Aspen Interest and the acquisition of Stronghold LLC Units by Stronghold Inc. discussed above, (a) Q Power acquired and retained 9,395,000 Stronghold LLC Units, 5,000 shares of Class A common stock of Stronghold Inc., and 9,395,000 shares of Class V common stock of Stronghold Inc., effectively giving Q Power approximately 72% of the voting power of Stronghold Inc. and approximately 72% of the economic interest in Stronghold LLC, (b) Stronghold Inc. acquired 3,600,000 preferred units of Stronghold LLC and 5,000 Stronghold LLC Units, effectively giving Stronghold Inc. approximately 28% of the economic interest in Stronghold LLC, (c) Stronghold Inc. became the sole managing member of Stronghold LLC and is responsible for all operational, management and administrative decisions relating to Stronghold LLC’s business and will consolidate financial results of Stronghold LLC and its subsidiaries, (d) Stronghold Inc. became a holding company whose only material asset consists of membership interests in Stronghold LLC, and (e) Stronghold LLC directly or indirectly owns all of the outstanding equity interests in the subsidiaries through which we operate our assets, including Scrubgrass LP and SDM.

Our organizational structure following the Reorganization is commonly referred to as an umbrella partnership-C corporation (or Up-C) structure. Pursuant to this structure, following this offering Stronghold Inc. will hold a number of Stronghold LLC Units equal to the number of shares of Class A common stock issued and outstanding, and Stronghold Unit Holders (other than Stronghold Inc.) will hold a number of Stronghold LLC Units equal to the number of shares of Class V common stock issued and outstanding. The Up-C structure was selected in order to (i) allow Q Power the option to continue to hold its economic ownership in Stronghold LLC in “pass-through” form for U.S. federal income tax purposes through its ownership of the Stronghold LLC Units, and (ii) potentially allow Q Power and Stronghold Inc. to benefit from net cash tax savings that Stronghold Inc. might realize as more fully described in “Certain Relationships and Related Party Transactions—Tax Receivable Agreement.” See the section entitled “Certain Relationships and Related Party Transactions—Tax Receivable Agreement” for additional information on our organizational structure, including the Tax Receivable Agreement.

Pursuant to the terms of the Preferred Stock, on (i) the date that a registration statement registering the shares of Class A common stock issuable upon the conversion of the Preferred Stock is declared effective by the SEC or (ii) the date on which a “Significant Transaction Event” occurs, as defined in our amended and restated certificate of incorporation, such shares of Preferred Stock will automatically convert into shares of Class A common stock of Stronghold Inc. on a one-to-one basis, subject to certain adjustments as set forth in our amended and restated certificate of incorporation. Correspondingly, pursuant to the Stronghold LLC Agreement, preferred units in Stronghold LLC automatically convert into Stronghold LLC Units on a one-to-one basis under like circumstances

(subject to corresponding adjustments). All of the outstanding shares of Preferred Stock will convert into shares of Class A common stock in connection with this offering and, correspondingly, all of the preferred units in Stronghold LLC will convert into Stronghold LLC Units.

After giving effect to the offering contemplated by this prospectus and the Preferred Stock Conversion, Stronghold Inc. will own an approximate % interest in Stronghold LLC (or % if the underwriters' option to purchase additional shares is exercised in full), and the Stronghold Unit Holders will own an approximate % interest in Stronghold LLC (or % if the underwriters' option to purchase additional shares is exercised in full) and all of the Class V common stock. Please see "Principal Stockholders."

Each share of Class V common stock has no economic rights but entitles its holder to one vote on all matters to be voted on by stockholders generally. Holders of Class A common stock and Class V common stock vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law or by our amended and restated certificate of incorporation. Stronghold Inc. does not intend to list Class V common stock on any exchange.

Under the Stronghold LLC Agreement, each Stronghold Unit Holder (other than Stronghold Inc.), subject to certain limitations, has a Redemption Right to cause Stronghold LLC to acquire all or a portion of its Stronghold LLC Units for, at Stronghold LLC's election, (i) shares of our Class A common stock at a redemption ratio of one share of Class A common stock for each Stronghold LLC Unit redeemed, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions or (ii) an approximately equivalent amount of cash as determined pursuant to the Stronghold LLC Agreement. Alternatively, upon the exercise of the Redemption Right, Stronghold Inc. (instead of Stronghold LLC) has a Call Right, for administrative convenience, to acquire each tendered Stronghold LLC Unit directly from the redeeming Stronghold Unit Holder for, at its election, (x) one share of Class A common stock, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions, or (y) an approximately equivalent amount of cash as determined pursuant to the terms of the Stronghold LLC Agreement. In addition, Stronghold Inc. has the right to require (i) upon the acquisition by Stronghold Inc. of substantially all of the Stronghold LLC Units, certain minority unitholders or (ii) upon a change of control of Stronghold Inc., each Stronghold Unit Holder (other than Stronghold Inc.), in each case, to exercise its Redemption Right with respect to some or all of such unitholder's Stronghold LLC Units. In connection with any redemption of Stronghold LLC Units pursuant to the Redemption Right or the Call Right, the corresponding number of shares of Class V common stock will be cancelled. See "Certain Relationships and Related Party Transactions—Stronghold LLC Agreement."

Stronghold Inc.'s acquisition (or deemed acquisition for U.S. federal income tax purposes) of Stronghold LLC Units pursuant to an exercise of the Redemption Right or the Call Right is expected to result in adjustments to the tax basis of the tangible and intangible assets of Stronghold LLC, and such adjustments will be allocated to Stronghold Inc. These adjustments would not have been available to Stronghold Inc. absent its acquisition or deemed acquisition of Stronghold LLC Units and are expected to reduce the amount of cash tax that Stronghold Inc. would otherwise be required to pay in the future.

In connection with the Reorganization, Stronghold Inc. entered into the Tax Receivable Agreement. The Tax Receivable Agreement generally provides for the payment by Stronghold Inc. to Q Power (or its permitted assignees) of 85% of the net cash savings, if any, in U.S. federal, state and local income and franchise tax (computed using the estimated impact of state and local taxes) that Stronghold Inc. actually realizes (or is deemed to realize in certain circumstances) as a result of, (i) certain increases in tax basis that occur as a result of its acquisition (or deemed acquisition for U.S. federal income tax purposes) of all or a portion of Stronghold Unit Holders' Stronghold LLC Units pursuant to an exercise of the Redemption Right or the Call Right and (ii) imputed interest deemed to be paid by Stronghold Inc. as a result of, and additional tax basis arising from, any payments Stronghold Inc. makes under the Tax Receivable Agreement.



Payments will generally be made under the Tax Receivable Agreement as Stronghold Inc. realizes actual cash tax savings from the tax benefits covered by the Tax Receivable Agreement. However, if Stronghold Inc. experiences a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations, but generally would not include an initial public offering or a combination with a SPAC) or the Tax Receivable Agreement terminates early (at Stronghold Inc.'s election or as a result of Stronghold Inc.'s breach), Stronghold Inc. would be required to make an immediate payment equal to the present value of the future payments it would be required to make if it realized deemed tax savings pursuant to the Tax Receivable Agreement (determined by applying a discount rate equal to one-year LIBOR (or an agreed successor rate, if applicable) plus 100 basis points, and using numerous assumptions to determine deemed tax savings) and such early termination payment is expected to be substantial and may exceed the future tax benefits realized by Stronghold Inc. Stronghold Inc. will be dependent on Stronghold LLC to make distributions to Stronghold Inc. in an amount sufficient to cover Stronghold Inc.'s obligations under the Tax Receivable Agreement.

**Stronghold LLC Agreement**

The Stronghold LLC Agreement is filed as an exhibit to the registration statement of which this prospectus forms a part, and the following description of the Stronghold LLC Agreement is qualified in its entirety by reference thereto.

***Redemption Rights***

Under the Stronghold LLC Agreement, pursuant to the Redemption Right, the Stronghold Unit Holders have the right, subject to certain limitations, to cause Stronghold LLC to acquire all or a portion of their Stronghold LLC Units for, at Stronghold LLC's election, (i) shares of our Class A common stock at a redemption ratio of one share of Class A common stock for each Stronghold LLC Unit redeemed, subject to conversion rate adjustments for stock splits, stock dividends and reclassification or (ii) an approximately equivalent amount of cash as determined pursuant to the terms of the Stronghold LLC Agreement. Alternatively, upon the exercise of the Redemption Right, Stronghold Inc. (instead of Stronghold LLC) will have the Call Right to acquire each tendered Stronghold LLC Unit directly from the Stronghold Unit Holders for, at its election, (x) one share of Class A common stock or (y) an approximately equivalent amount of cash as determined pursuant to the terms of the Stronghold LLC Agreement. In addition, Stronghold Inc. has the right to require (i) upon the acquisition by Stronghold Inc. of substantially all of the Stronghold LLC Units, certain minority unitholders, or (ii) upon a change of control of Stronghold Inc., each Stronghold Unit Holder (other than Stronghold Inc.), in each case, to exercise its Redemption Right with respect to some or all of such unitholder's Stronghold LLC Units. As the Stronghold Unit Holders cause their Stronghold LLC Units to be redeemed, holding other assumptions constant, Stronghold Inc.'s membership interest in Stronghold LLC will be correspondingly increased, the number of shares of Class A common stock outstanding will be increased, and the number of shares of Class V common stock will be decreased.

***Distributions and Allocations***

Under the Stronghold LLC Agreement, subject to the obligations of Stronghold LLC to make tax distributions and to reimburse Stronghold Inc. for its corporate and other overhead expenses, Stronghold Inc. will have the right to determine when distributions will be made to the holders of Stronghold LLC Units and the amount of any such distributions. Following this offering, if Stronghold Inc. authorizes a distribution, such distribution will be made to the holders of Stronghold LLC Units generally on a *pro rata* basis in accordance with their respective percentage ownership of Stronghold LLC Units.

The holders of Stronghold LLC Units, including Stronghold Inc., will generally incur U.S. federal, state and local income taxes on their share of any net taxable income of Stronghold LLC. Net income and losses of Stronghold LLC generally will be allocated to the holders of Stronghold LLC Units on a *pro rata* basis in accordance with their respective percentage ownership of Stronghold LLC Units, subject to requirements under U.S. federal income tax law that certain items of income, gain, loss or deduction be allocated disproportionately in certain circumstances. To the extent Stronghold LLC has available cash and subject to the terms of any current or future debt instruments, the Stronghold LLC Agreement requires Stronghold LLC to make *pro rata* cash distributions to Stronghold Unit Holders, including Stronghold Inc., in an amount sufficient to allow Stronghold Inc. to pay its taxes and to make payments under the Tax Receivable Agreement it entered into with Q Power and an agent named by Q Power. In addition, the Stronghold LLC Agreement requires Stronghold LLC to make non-*pro rata* payments to Stronghold Inc. to reimburse it for its corporate and other overhead expenses, which payments are not treated as distributions under the Stronghold LLC Agreement.

***Issuance of Equity***

The Stronghold LLC Agreement provides that, except as otherwise determined by us, at any time Stronghold Inc. issues a share of its Class A common stock or any other equity security, the net proceeds received by Stronghold Inc. with respect to such issuance, if any, shall be concurrently invested in Stronghold LLC, and Stronghold LLC shall issue to Stronghold Inc. one Stronghold LLC Unit or other economically equivalent equity interest. Conversely, if at any time, any shares of Stronghold Inc.'s Class A common stock are redeemed, repurchased or otherwise acquired, Stronghold LLC shall redeem, repurchase or otherwise acquire an equal number

of Stronghold LLC Units held by Stronghold Inc., upon the same terms and for the same price, as the shares of our Class A common stock are redeemed, repurchased or otherwise acquired.

### ***Dissolution***

Stronghold LLC will be dissolved only upon the first to occur of (i) the sale of substantially all of its assets or (ii) an election by us to dissolve the company. Upon dissolution, Stronghold LLC will be liquidated and the proceeds from any liquidation will be applied and distributed in the following manner: (a) first, to creditors (including to the extent permitted by law, creditors who are members) in satisfaction of the liabilities of Stronghold LLC, (b) second, to establish cash reserves for contingent or unforeseen liabilities and (c) third, to the members in proportion to the number of Stronghold LLC Units owned by each of them.

### **Tax Receivable Agreement**

As described in “Corporate Reorganization,” subject to certain limitations, Stronghold Unit Holders (other than Stronghold Inc.) may cause all or less than all of their Stronghold LLC Units, together with a corresponding number of shares of Class V common stock, to be redeemed for a corresponding number of shares of Class A common stock or an approximately equivalent amount of cash as determined pursuant to the terms of the Stronghold LLC Agreement. Stronghold LLC intends to make for itself (and for each of its direct or indirect subsidiaries it controls that is treated as a partnership for U.S. federal income tax purposes and that it controls) an election under Section 754 of the Code that will be effective for the taxable year of the closing of the Private Placements and this offering and each taxable year in which a redemption of Stronghold LLC Units pursuant to the Redemption Right or the Call Right occurs. Pursuant to the Section 754 election, Stronghold Inc.’s acquisition (or deemed acquisition for U.S. federal income tax purposes) of Stronghold LLC Units pursuant to the Redemption Right or the Call Right are expected to result in adjustments to the tax basis of the tangible and intangible assets of Stronghold LLC. These adjustments will be allocated to Stronghold Inc. Such adjustments to the tax basis of the tangible and intangible assets of Stronghold LLC would not have been available to Stronghold Inc. absent its acquisition or deemed acquisition of Stronghold LLC Units pursuant to the exercise of the Redemption Right or the Call Right. The anticipated basis adjustments are expected to increase (for tax purposes) Stronghold Inc.’s depreciation and amortization deductions and may also decrease Stronghold Inc.’s gains (or increase its losses) on future dispositions of certain assets to the extent the increase in tax basis is allocated to those assets. Such increased deductions and losses and reduced gains may reduce the amount of tax that Stronghold Inc. would otherwise be required to pay in the future.

The Tax Receivable Agreement generally provides for the payment by Stronghold Inc. to Q Power (or its permitted assignees) of 85% of the net cash savings, if any, in U.S. federal, state and local income and franchise tax (computed using the estimated impact of state and local taxes) that Stronghold Inc. actually realizes (or is deemed to realize in certain circumstances) as a result of, (i) increases in tax basis that occur as a result of Stronghold Inc.’s acquisition (or deemed acquisition for U.S. federal income tax purposes) of all or a portion of Stronghold Unit Holders’ Stronghold LLC Units pursuant to an exercise of the Redemption Right or the Call Right and (ii) imputed interest deemed to be paid by Stronghold Inc. as a result of, and additional tax basis arising from, any payments Stronghold Inc. makes under the Tax Receivable Agreement. Under the Tax Receivable Agreement, Stronghold Inc. will retain the remaining net cash savings, if any. In addition, certain of the rights of the Stronghold Unit Holders (including the right to receive payments) under the Tax Receivable Agreement are transferable in connection with transfers permitted under the Stronghold LLC Agreement of the corresponding Stronghold LLC Units or after the corresponding Stronghold LLC Units have been acquired pursuant to the Redemption Right or Call Right.

The payment obligations under the Tax Receivable Agreement are Stronghold Inc.’s obligations and not obligations of Stronghold LLC, and we expect that the payments Stronghold Inc. will be required to make under the Tax Receivable Agreement will be substantial. Estimating the amount and timing of Stronghold Inc.’s realization of tax benefits subject to the Tax Receivable Agreement is by its nature imprecise. The actual increases in tax basis covered by the Tax Receivable Agreement, as well as the amount and timing of Stronghold Inc.’s ability to use any deductions (or decreases in gain or increases in loss) arising from such increases in tax basis, are dependent upon future events, including but not limited to the timing of the redemptions of Stronghold LLC Units, the price of Stronghold Inc.’s Class A common stock at the time of each redemption, the extent to which such redemptions are taxable transactions, the amount of tax basis in the Stronghold LLC Units of the redeeming holder at the time of the relevant redemption, the depreciation and amortization periods that apply to the increase in tax basis, the amount,

character, and timing of taxable income Stronghold Inc. generates in the future, the timing and amount of any earlier payments that Stronghold Inc. may have made under the Tax Receivable Agreement, the U.S. federal income tax rate then applicable, and the portion of Stronghold Inc.'s payments under the Tax Receivable Agreement that constitute imputed interest or give rise to depreciable or amortizable tax basis. Accordingly, estimating the amount and timing of payments that may become due under the Tax Receivable Agreement is also by its nature imprecise. For purposes of the Tax Receivable Agreement, net cash savings in tax generally will be calculated by comparing Stronghold Inc.'s actual tax liability (determined by using the actual applicable U.S. federal income tax rate and an assumed combined state and local income tax rate) to the amount it would have been required to pay had it not been able to utilize any of the tax benefits subject to the Tax Receivable Agreement. Thus, the amount and timing of any payments under the Tax Receivable Agreement are also dependent upon future events, including those noted above in respect of estimating the amount and timing of Stronghold Inc.'s realization of tax benefits.

Estimating the amount and timing of Stronghold Inc.'s realization of tax benefits subject to the Tax Receivable Agreement is by its nature imprecise and unknown at this time and will vary based on a number of factors, many of which are outside of our control. Solely for purposes of illustration, we expect that if there were a redemption of all of the Stronghold LLC Units held by Q Power immediately after this offering (which is not likely or anticipated), the estimated tax benefits to Stronghold Inc. subject to the Tax Receivable Agreement could be up to \$ million (to the extent Stronghold Inc. has actual tax liability equal to or in excess of this amount) to be utilized over at least 15 years from the date of this offering as and when such benefits are realized (or in some cases, deemed realized). This illustration is almost certainly not accurate as it is based on stylized assumptions that are not realistic, and the actual or deemed benefits (and corresponding payments under the Tax Receivable Agreement) are likely to be significantly different. Moreover, any estimate we provide would necessarily be based on numerous uncertain assumptions, including but not limited to a \$

per share trading price of Class A common stock, a 21% U.S. federal corporate income tax rate and estimated applicable state and local income tax rates, no material change in U.S. federal, state or local income tax law, and that Stronghold Inc. will have sufficient taxable income on a current basis to utilize such estimated tax benefits. Utilizing this estimate as an illustration, Q Power would be entitled to payments under the Tax Receivable Agreement equal to 85% of the \$ million of tax benefits, or approximately \$ million, as and when such benefits are realized (or in some cases, deemed realized).

As noted above, the foregoing numbers are merely estimates for purposes of this illustration and the actual tax benefits and the amount and timing of the payments under the Tax Receivable Agreement to Q Power could differ materially as a result of a number of factors, including changes to Stronghold LLC's balance sheet, the timing of the redemption of Stronghold LLC Units, the price of Class A common stock at the time of each exchange, the extent to which such exchanges are taxable, the amount and timing of the taxable income Stronghold Inc. generates in the future and the tax rate then applicable, and the portion of the payments under the Tax Receivable Agreement constituting imputed interest or depreciable or amortizable tax basis. Moreover, if tax benefits are deemed realized in certain circumstances (such as a change of control or other early termination of the Tax Receivable Agreement), the actual amount and timing of tax benefits may substantially differ from the deemed timing and amount, and the payments made by Stronghold Inc. under the Tax Receivable Agreement could exceed the actual net cash tax savings resulting from the "Up-C" structure. In addition, certain rights of Q Power (including the right to receive payments) under the Tax Receivable Agreement will be transferable in connection with transfers permitted under the Stronghold LLC Agreement of the corresponding Stronghold LLC Units or after the corresponding Stronghold LLC Units have been acquired pursuant to the Redemption Right or Call Right. Payments under the Tax Receivable Agreement will not be conditioned upon Q Power (or its permitted assignees) having an ownership interest in Stronghold Inc. or Stronghold LLC.

A delay in the timing of redemptions of Stronghold LLC Units, holding other assumptions constant, would be expected to decrease the discounted value of the amounts payable under the Tax Receivable Agreement as the benefit of the depreciation and amortization deductions would be delayed and the estimated increase in tax basis could be reduced as a result of allocations of Stronghold LLC's taxable income to the redeeming holder of Stronghold LLC Units prior to the redemption. Stock price increases or decreases at the time of each redemption of Stronghold LLC Units would be expected to result in a corresponding increase or decrease in the undiscounted amounts payable under the Tax Receivable Agreement in an amount equal to 85% of the tax-effected change in price. The amounts payable under the Tax Receivable Agreement are dependent upon Stronghold Inc. having sufficient future taxable income to utilize the tax benefits on which it is required to make payments under the Tax Receivable Agreement. If Stronghold Inc.'s projected taxable income is significantly reduced, the expected

payments would be reduced to the extent such tax benefits do not result in a reduction of Stronghold Inc.'s future income tax liabilities.

As mentioned above, the foregoing amounts are merely estimates for illustrative purposes, and the actual payments could differ materially. It is possible that future transactions or events could increase or decrease the actual tax benefits realized and the corresponding Tax Receivable Agreement payments as compared to the foregoing estimates. Moreover, there may be a negative impact on our liquidity if, as a result of timing discrepancies, acceleration upon a change of control or early termination, or otherwise, (i) the payments under the Tax Receivable Agreement exceed the actual benefits Stronghold Inc. realizes in respect of the tax attributes subject to the Tax Receivable Agreement (which excess could be very significant) and/or (ii) distributions to Stronghold Inc. by Stronghold LLC are not sufficient to permit Stronghold Inc. to make payments under the Tax Receivable Agreement after it has paid its taxes and other obligations. Please read "Risk Factors—Risks Relating to Us and our Organizational Structure—In certain cases, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, Stronghold Inc. realizes in respect of the tax attributes subject to the Tax Receivable Agreement."

In addition, although Stronghold Inc. is not aware of any issue that would cause the IRS or other relevant tax authorities to challenge potential tax basis increases or other tax benefits covered under the Tax Receivable Agreement, neither Q Power nor other Stronghold Unit Holders will reimburse Stronghold Inc. for any payments previously made under the Tax Receivable Agreement if such basis increases or other benefits are subsequently disallowed, except that excess payments made to any such holder will be netted against future payments otherwise required to be made, if any, to such holder after Stronghold Inc.'s determination of such excess (which determination may be made a number of years following the initial payment and after future payments have been made). As a result, in such circumstances, Stronghold Inc. could make payments that are greater than its actual cash tax savings, if any, and may not be able to recoup those payments, which could adversely affect Stronghold Inc.'s liquidity.

The term of the Tax Receivable Agreement commenced on April 1, 2021 and will continue until all tax benefits that are subject to the Tax Receivable Agreement have been utilized or expired, and all required payments are made, unless the Tax Receivable Agreement is terminated early (including upon a change of control). Payments will generally be made under the Tax Receivable Agreement as Stronghold Inc. realizes actual cash tax savings from the tax benefits covered by the Tax Receivable Agreement. However, if Stronghold Inc. experiences a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations, but generally would not include an initial public offering or a combination with a SPAC) or the Tax Receivable Agreement terminates early (at Stronghold Inc.'s election or as a result of Stronghold Inc.'s breach), Stronghold Inc. would be required to make an immediate payment equal to the present value of the future payments it would be required to make if it realized deemed tax savings pursuant to the Tax Receivable Agreement (determined by applying a discount rate equal to one-year LIBOR (or an agreed successor rate, if applicable) plus 100 basis points, and using numerous assumptions to determine deemed tax savings) and such early termination payment is expected to be substantial and may exceed Stronghold Inc.'s available funds and may reduce the value of Class A common stock. The calculation of such future payments will be based upon certain assumptions and deemed events set forth in the Tax Receivable Agreement, including (i) that Stronghold Inc. has sufficient taxable income on a current basis to fully utilize the tax benefits covered by the Tax Receivable Agreement, and (ii) that any Stronghold LLC Units (other than those held by Stronghold Inc.) outstanding on the termination date are deemed to be redeemed on the termination date. If the Tax Receivable Agreement were terminated immediately after this offering, and based on the same assumptions used to estimate the tax benefit, the estimated early termination payment would be approximately \$                      million (calculated using a discount rate equal to one-year LIBOR (or an agreed successor rate, if applicable) plus 100 basis points, applied against an undiscounted liability of approximately \$                      million, representing an amount equal to 85% of the approximately \$                      million of estimated tax benefits to Stronghold Inc. that are subject to the Tax Receivable Agreement). The foregoing numbers are merely estimates for illustrative purposes, and the actual tax benefits and early termination payments could differ materially. Any early termination payment may be made significantly in advance of, and may materially exceed, the actual realization, if any, of the future tax benefits to which the early termination payment relates.

The Tax Receivable Agreement provides that in the event that Stronghold Inc. breaches any of its material obligations thereunder, whether (i) as a result of its failure to make any payment when due (including in cases where Stronghold Inc. elects to terminate the Tax Receivable Agreement early, the Tax Receivable Agreement is terminated early due to certain mergers, asset sales, or other forms of business combinations or changes of control or Stronghold Inc. has available cash but fails to make payments when due under circumstances where Stronghold Inc. does not have the right to elect to defer the payment, as described below), (ii) as a result of Stronghold Inc.'s failure to honor any other material obligation thereunder, or (iii) by operation of law as a result of the rejection of the Tax Receivable Agreement in a case commenced under the U.S. Bankruptcy Code or otherwise, then Q Power (or any subsequent majority of the holders of rights under the Tax Receivable Agreement) may elect to treat such breach as an early termination, which would cause all of Stronghold Inc.'s payment and other obligations under the Tax Receivable Agreement to accelerate and become due and payable applying the same assumptions described above.

As a result of either an early termination or a change of control, Stronghold Inc. could be required to make payments under the Tax Receivable Agreement that significantly exceed its actual cash tax savings under the Tax Receivable Agreement. In these situations, Stronghold Inc.'s obligations under the Tax Receivable Agreement could have a substantial negative impact on our liquidity and could have the effect of delaying, deferring or preventing certain mergers, asset sales, or other forms of business combinations or changes of control that could be in the best interests of holders of Class A common stock or significantly reducing the consideration paid in any such transaction to holders of Class A common stock. There can be no assurance that Stronghold Inc. will be able to meet its obligations under the Tax Receivable Agreement.

Decisions we make in the course of running our business, such as with respect to mergers, asset sales, other forms of business combinations or other changes in control, may influence the timing and amount of payments that are received by Q Power (or its permitted assignees) under the Tax Receivable Agreement. For example, the earlier disposition of assets following a redemption of Stronghold LLC Units may accelerate payments under the Tax Receivable Agreement and increase the present value of such payments, and the disposition of assets before a redemption of Stronghold LLC Units may increase Q Power's (or its permitted assignees') tax liability without giving rise to any rights of Q Power (or its permitted assignees) to receive payments under the Tax Receivable Agreement. Such effects may result in differences or conflicts of interest between the interests of Q Power (or its permitted assignees) and other stockholders.

Payments generally are due under the Tax Receivable Agreement within five business days following the finalization of the schedule with respect to which the payment obligation is calculated. However, interest on such payments will begin to accrue from the due date (without extensions) of Stronghold Inc.'s U.S. federal income tax return for the period to which such payments relate until such payment due date at a rate equal to one-year LIBOR (or an agreed successor rate, if applicable) plus 100 basis points. Except in cases where Stronghold Inc. elects to terminate the Tax Receivable Agreement early or it is otherwise terminated as described above, generally Stronghold Inc. may elect to defer payments due under the Tax Receivable Agreement if Stronghold Inc. does not have available cash to satisfy its payment obligations under the Tax Receivable Agreement or if Stronghold Inc.'s contractual obligations limit its ability to make these payments. Any such deferred payments under the Tax Receivable Agreement generally will accrue interest from the due date for such payment until the payment date at a rate of one-year LIBOR (or an agreed successor rate, if applicable) plus 550 basis points. However, interest will accrue from the due date for such payment until the payment date at a rate of one-year LIBOR (or an agreed successor rate, if applicable) plus 100 basis points if Stronghold Inc. is unable to make such payment as a result of limitations imposed by existing credit agreements. Stronghold Inc. has no present intention to defer payments under the Tax Receivable Agreement.

The Tax Receivable Agreement generally may be amended if approved in writing by Stronghold Inc., the majority of holders of rights under the Tax Receivable Agreement and, for so long as Q Power or any of its affiliates hold rights under the Tax Receivable Agreement, Q Power. To the extent an amendment would disproportionately affect payments made to certain holders of rights under the Tax Receivable Agreement, such amendment would require the written consent of such holders. Because Stronghold Inc. is a holding company with no operations of its own, its ability to make payments under the Tax Receivable Agreement is dependent on the ability of Stronghold LLC to make distributions to Stronghold Inc. in an amount sufficient to cover Stronghold Inc.'s obligations under the Tax Receivable Agreement. This ability, in turn, may depend on the ability of Stronghold LLC's subsidiaries to make distributions to it. The ability of Stronghold LLC, its subsidiaries and other entities in which it directly or

indirectly holds an equity interest to make such distributions will be subject to, among other things, the applicable provisions of Delaware law (or other applicable jurisdiction) that may limit the amount of funds available for distribution and restrictions in relevant debt instruments issued by Stronghold LLC or its subsidiaries and/or other entities in which it directly or indirectly holds an equity interest. To the extent that Stronghold Inc. is unable to make payments under the Tax Receivable Agreement for any reason, such payments will be deferred and will accrue interest at a rate that may be significantly greater than our weighted average cost of capital until paid.

### **Right of First Refusal Agreement**

In connection with the Series A Private Placement, Stronghold Inc., the investors in the Series A Private Placement and Key Holders entered the Series A ROFR Agreement. In connection with the Series B Private Placement, Stronghold Inc., the investors in the Series B Private Placement and Key Holders entered the Series B ROFR Agreement. Under the ROFR Agreements, the Key Holders agreed to grant a right of first refusal to purchase all or any portion of capital stock of Stronghold Inc, held by a Key Holder or issued to a Key Holder after the date of the ROFR Agreements, not including any shares of Series A Preferred or common stock issued or issuable upon conversion of the Series A Preferred Stock or Series B Preferred Stock. The Key Holders also granted a secondary refusal right to the investors in the Private Placements to purchase all or any eligible capital stock not purchased by Stronghold Inc. pursuant to their right of first refusal.

### **Registration Rights Agreements**

Pursuant to the Series A Stock Purchase Agreement entered into as part of the Series A Private Placement, Stronghold Inc. entered into the Series A Registration Rights Agreement with the investors in the Series A Private Placement, certain of whom are affiliates and members of Stronghold LLC. Pursuant to the Series B Stock Purchase Agreement entered into as part of the Series B Private Placement, Stronghold Inc. entered into the Series B Registration Rights Agreement with the investors in the Series B Private Placement, certain of whom are affiliates and members of Stronghold LLC. For a description of registration rights with respect to our Class A common stock, see the information under the heading “Description of Capital Stock—Registration Rights Agreements.”

### **Corporate Reorganization**

In connection with our Reorganization, we engaged in certain transactions with certain affiliates and the members of Stronghold LLC. Please read “Prospectus Summary—Corporate Reorganization” and “Corporate Reorganization.”

### **Promissory Notes**

On December 31, 2020, Stronghold LLC entered into three promissory notes with certain of our affiliates and directors: (i) the Scrubgrass Note, (ii) the promissory note dated as of December 31, 2020 by and between Stronghold LLC and William B. Spence (the “Spence Note”) and (iii) the promissory note dated as of December 31, 2020 by and between Stronghold LLC and Gregory A. Beard (the “Beard Note”).

The Scrubgrass Note, a promissory note dated as of December 31, 2020, by and between Stronghold LLC and Scrubgrass LP, provides for a loan from Scrubgrass LP in the amount of \$150,000 bearing an interest rate of 8.0% per annum and a maturity date of December 31, 2021. Prior to the Reorganization, Scrubgrass LP was partially indirectly held by Q Power. Messrs. Beard and Spence serve as the Managing Members of Q Power. Following the Reorganization, Scrubgrass LP became one of our indirectly held, wholly owned subsidiaries.

The Spence Note, a promissory note dated as of December 31, 2020 by and between Stronghold LLC and William B. Spence, provides for a loan from Mr. Spence in the amount of \$524,250 bearing an interest rate of 8.0% per annum and a maturity date of December 31, 2021. Mr. Spence serves as Co-Chairman of our board of directors.

The Beard Note, a promissory note dated as of December 31, 2020 by and between Stronghold LLC and Gregory A. Beard, provides for a loan from Mr. Beard in the amount of \$1,500,000 bearing an interest rate of 8.0% per annum and a maturity date of December 31, 2021. Mr. Beard serves as Chief Executive Officer, President and Co-Chairman of our board of directors.

On June 4, 2021, the Spence Note and the Beard Note were paid in full and terminated. The maturity date for the Scrubgrass Note may be accelerated upon certain instances and may generally be prepaid without premium or penalty. There are certain restrictions on prepayment of the Scrubgrass Note and the interest rate may be adjusted upon the occurrence of certain events. For additional information on the Scrubgrass Note, please read “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Debt Agreements.”

### **Management Services Agreement**

We have entered into a management services agreement with Q Power to provide day-to-day management and administration services to us. The agreement provided for a monthly fee of \$25,000 in 2020 and the first quarter of 2021 and \$50,000 in 2019 and provides for a monthly fee of \$100,000 for the remainder of 2021. Effective May 10, 2021, Q Power, one of our principal stockholders, and Bill Spence, the Co-Chairman of our board of directors, entered into a Management and Advisory Agreement (the “MAA”). Pursuant to the MAA, Mr. Spence will provide certain professional services to Q Power and will receive a fee of \$50,000 per month. The MAA has a term of two years, unless earlier terminated.

### **Waste Coal Agreement**

We have entered into a Waste Coal Agreement (the “WCA”) with Coal Valley Sales, LLC (“CVS”) to take minimum annual delivery of 200,000 tons of waste coal as long as there is a sufficient quantity of Waste Coal that meets the Average Quality Characteristics (each as defined in the WCA). Under the terms of the WCA, we are not charged for the waste coal itself but are charged a \$6.07 per ton base handling fee as we are obligated to mine, process, load and otherwise handle the waste coal for ourself and also for other customers of CVS from the Russellton Site. We are also obligated to unload and properly dispose of ash at the Russellton site. CVS is a single-member LLC that is owned by a coal reclamation partnership of which Bill Spence has a direct and indirect interest of 16.26% in the aggregate.

A reduced handling fee is charged at \$1.00 per ton for any tons in excess of the minimum take of 200,000 tons. We are the designated operator at the Russellton site and therefore is responsible for complying with all state and federal requirements and regulations.

We reduced payments and halted productions from the Russellton site during 2020 but restarted operations in the first quarter of 2021. Pursuant to the terms of the WCA, we make current payments of \$100,000 a month.

We made payments in the amount of \$0, \$270,000 and \$1,706,716 to entities affiliated with Mr. Spence for the six months ended June 30, 2021 and for the years ended December 31, 2020 and 2019, respectively.

Additionally, we purchased coal from Coal Valley Properties, LLC (“CVP”), a single-member LLC that is entirely owned by William B. Spence, Co-Chairman of our Board of Directors, and from CVS. CVP also brokered fuel sales to us and we paid CVP approximately \$1.8 million and \$800 thousand, respectively, in fiscal years 2018 and 2019.

### **Policies and Procedures for Review of Related Party Transactions**

A “Related Party Transaction” is a transaction, arrangement or relationship in which we or any of our subsidiaries was, is or will be a participant, the amount of which involved exceeds \$120,000, and in which any related person had, has or will have a direct or indirect material interest. A “related person” means:

- any person who is, or at any time during the applicable period was, one of our executive officers or one of our directors;
- any person who is known by us to be the beneficial owner of more than 5.0% of our Class A common stock;



- any immediate family member of any of the foregoing persons, which means any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of a director, executive officer or a beneficial owner of more than 5.0% of our Class A common stock, and any person (other than a tenant or employee) sharing the household of such director, executive officer or beneficial owner of more than 5.0% of our Class A common stock; and
- any firm, corporation or other entity in which any of the foregoing persons is a partner or principal or in a similar position or in which such person has a 10.0% or greater beneficial ownership interest.

Our board of directors will adopt a written related party transactions policy prior to the completion of this offering. Pursuant to this policy, our nominating and corporate governance committee will review all material facts of all Related Party Transactions and either approve or disapprove entry into the Related Party Transaction, subject to certain limited exceptions. In determining whether to approve or disapprove entry into a Related Party Transaction, our nominating and corporate governance committee shall take into account, among other factors, the following: (i) whether the Related Party Transaction is on terms no less favorable than terms generally available to an unaffiliated third-party under the same or similar circumstances and (ii) the extent of the related person's interest in the transaction. Furthermore, the policy requires that all Related Party Transactions required to be disclosed in our filings with the SEC be so disclosed in accordance with applicable laws, rules and regulations.

Additionally, any amounts due under advances or loans that we have entered into with our directors, executive officers or principal stockholders have been retired or repaid in full prior to the public filing of this registration statement with the SEC.

## PRINCIPAL STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our Class A common stock and Class V common stock that, upon the consummation of this offering and the transactions related thereto, and, unless otherwise stated, assuming the underwriters do not exercise their option to purchase additional shares of Class A common stock, will be owned by:

- each person known to us to beneficially own more than 5% of any class of our outstanding voting securities;
- each member of our board of directors and each nominee to our board of directors;
- each of our named executive officers; and
- all of our directors, director nominees and executive officers as a group.

Except as otherwise noted, the person or entities listed below have sole voting and investment power with respect to all shares of our common stock beneficially owned by them, except to the extent this power may be shared with a spouse. All information with respect to beneficial ownership has been furnished by the respective 5% or more stockholders, directors and director nominees or executive officers, as the case may be. The following table does not include any shares of common stock that directors and executive officers may purchase in this offering through the directed share program described under “Underwriting.” Unless otherwise noted, the mailing address of each listed beneficial owner is 595 Madison Avenue, 29th Floor, New York, New York 10022.

| Name of Beneficial Holder   | Shares Beneficially Owned Prior to the Offering |                      |                                |                                      | Shares Beneficially Owned After the Offering (Assuming No Exercise of the Option) <sup>(3)</sup> |                      |                                      | Shares Beneficially Owned After the Offering (Assuming the Option is Exercised in Full) |                      |                                      |
|---|---|----------------------|--------------------------------|--------------------------------------|--|----------------------|--------------------------------------|---|----------------------|--------------------------------------|
|   | Class A Common Stock                            | Class V Common Stock | Preferred Stock <sup>(1)</sup> | Combined Voting Power <sup>(2)</sup> | Class A Common Stock   | Class V Common Stock | Combined Voting Power <sup>(2)</sup> | Class A Common Stock  | Class V Common Stock | Combined Voting Power <sup>(2)</sup> |
|   | Number%   | Number%              | Number%                        | %                                    | Number%  | Number%              | %                                    | Number%   | Number%              | %                                    |
| <b>5% Stockholders</b>  |   |                      |                                |                                      |  |                      |                                      |   |                      |                                      |
| Q Power LLC <sup>(4)</sup>  |   |                      |                                |                                      |  |                      |                                      |   |                      |                                      |
| <b>Directors, Director Nominees and Named Executive Officers</b>          |   |                      |                                |                                      |  |                      |                                      |   |                      |                                      |
| Gregory A. Beard <sup>(4)</sup>   |   |                      |                                |                                      |  |                      |                                      |   |                      |                                      |
| William B. Spence <sup>(4)</sup>  |   |                      |                                |                                      |  |                      |                                      |   |                      |                                      |
| Ricardo R. A. Larroude  |   |                      |                                |                                      |  |                      |                                      |   |                      |                                      |
| Richard J. Shaffer  |   |                      |                                |                                      |  |                      |                                      |   |                      |                                      |
| Directors, director nominees and executive officers as a group ( persons) |   |                      |                                |                                      |  |                      |                                      |   |                      |                                      |

\* indicates beneficial ownership of less than 1%.

- (1) Includes both Series A Preferred Stock and Series B Preferred Stock, the terms of and rights associated with each are substantively similar (except as discussed elsewhere in this prospectus).
- (2) Represents percentage of voting power of our Class A common stock and Class V common stock voting together as a single class. The Stronghold Unit Holders, each a holder of Stronghold LLC units, will hold one share of Class V common stock for each Stronghold LLC Unit.
- (3) Takes into account the Preferred Stock Conversion.
- (4) Messrs. Beard and Spence serve as the Managing Members of Q Power LLC. As Managing Members, Messrs. Beard and Spence possess all voting and investment power over the shares held by Q Power. Such persons may be deemed to beneficially hold the shares held by Q Power. The mailing address of Q Power is 2151 Lisbon Road, Kennerdell, PA 16374.

## DESCRIPTION OF CAPITAL STOCK

Upon completion of this offering, the authorized capital stock of Stronghold Inc. will consist of 238,000,000 shares of Class A common stock, \$0.0001 par value per share, of which \_\_\_\_\_ shares will be issued and outstanding, 12,000,000 shares of Class V common stock, \$0.0001 par value per share, of which \_\_\_\_\_ shares will be issued and outstanding and 50,000,000 shares of preferred stock, \$0.0001 par value per share, of which no shares will be issued and outstanding. As of August 30, 2021, there was one stockholder of record of our Class A common stock and Class V common stock. As of August 30, 2021, there were 107 stockholders of record of our Series A Preferred Stock and 89 stockholders of record of our Series B Preferred Stock.

The following summary of the capital stock and amended and restated certificate of incorporation and amended and restated bylaws of Stronghold Inc., each of which will be in effect upon the completion of this offering, does not purport to be complete and is qualified in its entirety by reference to the provisions of applicable law and to our amended and restated certificate of incorporation and bylaws, which are filed as exhibits to the registration statement of which this prospectus is a part.

### **Class A Common Stock**

*Voting Rights.* Holders of shares of Class A common stock are entitled to one vote per share held of record on all matters to be voted upon by the stockholders. The holders of Class A common stock do not have cumulative voting rights in the election of directors.

*Dividend Rights.* Holders of shares of our Class A common stock are entitled to ratably receive dividends when and if declared by our board of directors out of funds legally available for that purpose, subject to any statutory or contractual restrictions on the payment of dividends and to any prior rights and preferences that may be applicable to any outstanding preferred stock.

*Liquidation Rights.* Upon our liquidation, dissolution, distribution of assets or other winding up, the holders of Class A common stock are entitled to receive ratably the assets available for distribution to the stockholders after payment of liabilities and the liquidation preference of any of our outstanding shares of preferred stock.

*Other Matters.* The shares of Class A common stock have no preemptive or conversion rights and are not subject to further calls or assessment by us. There are no redemption or sinking fund provisions applicable to the Class A common stock. All outstanding shares of our Class A common stock, including the Class A common stock offered in this offering, are fully paid and non-assessable.

### **Class V Common Stock**

*Voting Rights.* Holders of shares of our Class V common stock are entitled to one vote per share held of record on all matters to be voted upon by the stockholders. Holders of shares of our Class A common stock and Class V common stock vote together as a single class on all matters presented to our stockholders for their vote or approval.

*Dividend and Liquidation Rights.* Holders of our Class V common stock do not have any right to receive dividends, unless the dividend consists solely of shares of our Class V common stock. Holders of our Class V common stock do not have any right to receive a distribution upon a liquidation or winding up of Stronghold Inc.

*Other Matters.* The shares of Class V common stock have no preemptive or conversion rights and are not subject to further calls or assessment by us. There are no redemption or sinking fund provisions applicable to the Class V common stock. All outstanding shares of our Class V common stock are fully paid and non-assessable.

### **Preferred Stock**

Our amended and restated certificate of incorporation authorizes our board of directors, subject to any limitations prescribed by law, without further shareholder approval, to establish and to issue from time to time one or more classes or series of preferred stock, par value \$0.0001 per share, covering up to an aggregate of 50,000,000 shares of preferred stock. Each class or series of preferred stock will cover the number of shares and will have the powers, preferences, rights, qualifications, limitations and restrictions determined by the board of directors. Except as provided by law or in a preferred stock designation, the holders of preferred stock will not be entitled to vote at or

receive notice of any meeting of stockholders. In addition, 5,000,000 shares of the authorized preferred stock of Stronghold Inc. are designated “Series A Convertible Redeemable Preferred Stock” and 2,000,000 shares are designated “Series B Convertible Redeemable Preferred Stock.”

### **Series A Convertible Redeemable Preferred Stock and Series B Convertible Redeemable Preferred Stock**

*Generally.* In connection with this offering, on the date that this registration statement is declared effective by the SEC, the shares of Preferred Stock will be automatically converted (without the payment of additional consideration by the holder thereof), into fully paid and non-assessable shares of Class A common stock at an initial one-to-one conversion rate. Pursuant to the terms of the Stronghold LLC Agreement, the preferred units in Stronghold LLC will likewise be automatically converted (without the payment of additional consideration to the holder thereof) into Stronghold LLC Units at an initial one-to-one conversion ratio.

*Conversion.* Pursuant to the terms of the Preferred Stock, on (i) the date that a registration statement registering the shares of Class A common stock issuable upon the conversion of the Preferred Stock is declared effective by the SEC or (ii) the date on which a “Significant Transaction Event” occurs, as defined in our amended and restated certificate of incorporation, such shares of Preferred Stock will automatically convert into shares of Class A common stock of Stronghold Inc. on a one-to-one basis, subject to certain adjustments as set forth in our amended and restated certificate of incorporation. Pursuant to the terms of the Stronghold LLC Agreement, the preferred units in Stronghold LLC will likewise be automatically converted into Stronghold LLC Units on a one-to-one basis, subject to similar adjustments.

*Voting Rights.* Holders of shares of our Preferred Stock are entitled to vote on all matters to be voted upon by the stockholders. Holders of shares of our Preferred Stock vote together with holders of common stock on an as-if converted to Class A common stock basis on all matters presented to our stockholders for their vote or approval.

*Dividend Rights.* Holders of shares of our Preferred Stock are entitled to receive dividends on shares of Preferred Stock equal (on an as if converted to Class A common stock basis) to and in the same form as dividends actually paid on shares of the Class A common stock when, as and if such dividends are paid on shares of the Class A common stock. In addition, holders of shares of Preferred Stock are entitled to receive dividends in fully paid and non-assessable shares of Preferred Stock (each a “PIK Dividend” and, collectively, the “PIK Dividends”) upon the occurrence of: (i) our failure to file or confidentially submit a registration statement to register the shares of Class A common stock issuable upon conversion of the Preferred Stock (the “Registrable Securities”) on or before the date that is one hundred and twenty (120) days following the date that the first share of Series A Preferred Stock is issued (the “Original Issue Date”); (ii) the failure of the registration statement to be declared effective by the SEC and the Registrable Securities to list on a National Securities Exchange (as such term is defined in the Registration Rights Agreements, on or before the date that is two hundred forty (240) days after Original Issue Date; and (iii) our failure to complete a Mandatory Redemption (as such term is defined in our amended and restated certificate of incorporation).

*Liquidation Rights.* Upon our liquidation, dissolution, distribution of assets or other winding up, the holders of Preferred Stock are entitled to receive (Series A Preferred Stock and Series B Preferred Stock, on a pari passu basis), before any payment is made to the holders of common stock, the funds and assets available for distribution to the stockholders.

### **Registration Rights Agreements**

Pursuant to the Stock Purchase Agreements entered into as part of the Private Placements, Stronghold Inc. entered into Registration Rights Agreements with the investors in the Series A Private Placement and Series B Private Placement, pursuant to which, among other things, we agreed to prepare and file a registration statement covering the resale of all Registrable Securities not already covered by an existing and effective registration statement on or prior to the 120th day following the closing of the Series A Private Placement. Such registration rights are subject to certain conditions and limitations. We are generally obligated to pay all registration expenses in connection with these registration obligations, regardless of whether a registration statement is filed or becomes effective.

Under the Registration Rights Agreements, purchasers under the Private Placements and their permitted transferees are entitled to certain benefits under the Registration Rights Agreements. Under the Registration Rights Agreements, we have agreed, at our expense, to file or confidentially submit with the SEC a resale shelf registration statement covering the resale of all Registrable Securities (as defined in the Registration Rights Agreements) on or prior to July 30, 2021 (the “Filing Deadline”). We are also obligated to cause a resale shelf registration statement to be declared effective by the SEC and to have our Class A common stock listed on a national securities exchange as soon as reasonably possible, but in no event later than November 27, 2021 (the “Effectiveness Deadline”).

In addition, if (i) the resale shelf registration statement is not filed on or prior to the Filing Deadline and (ii) if the resale shelf registration statement is not declared effective on or prior to the Effectiveness Deadline and the Class A common stock is not listed on a national securities exchange, pursuant to the Registration Rights Agreement and our amended and restated certificate of incorporation, then in addition to any other rights the purchasers may have under the Registration Rights Agreements or applicable law, PIK Dividends (as defined in the amended and restated certificate of incorporation) as set forth below will begin to accrue:

- 10% per annum for each day we are in default of the Filing Deadline;
- 12% per annum for each day we are in default of the Effectiveness Deadline; and
- 15% per annum for each day we continue in default of the Effectiveness Deadline after 540 days following the closing of this offering.

If we fail to complete a Mandatory Redemption (as defined in the amended and restated certificate of incorporation) when required by our charter, we will be required to continue to pay a PIK Dividend at 12%.

Notwithstanding the foregoing, (i) if prior to September 28, 2021, we enter into a binding definitive agreement or binding instrument (a “Definitive Instrument”) relating to a Significant Transaction Event (defined below), we will have no obligation to pay any PIK Dividends accrued or payable through such date and any PIK Dividends that have accrued will be cancelled, and (ii) if we have entered into a Definitive Instrument by September 28, 2021 and have consummated the Significant Transaction Event by January 26, 2022, then we will have no obligation to pay any PIK Dividends accrued or payable through such date and any PIK Dividends accrued prior to such date shall be cancelled. A “Significant Transaction Event” means the date that the Company enters into a Definitive Instrument, as applicable, with a third party relating to a merger, share exchange, sale of all or substantially all of the assets or shares of the Company or other business combination, restructuring or change of control transaction, including any such transaction intended to result in the Company becoming subject to the reporting requirements of Section 13 of 15(d) of the Exchange Act (or becoming a voluntary filer under the Exchange Act), a business combination intended to increase the number of shareholders of the Company to facilitate listing on a trading market, a business combination with a special purpose acquisition company, or a business combination with a company that is listed on a trading market.

We will cause the resale shelf registration statement to become effective under the Securities Act as soon as possible after the filing and to continuously maintain the effectiveness of the resale shelf registration statement under the Securities Act. The securities proposed to be sold by the holders will cease to be Registrable Securities under the Registration Rights Agreements from and after such time as the holders may resell such securities without restriction under Rule 144 of the Securities Act. We intend to file a registration statement on Form S-1 covering the resale of all Registrable Securities under the Series A Registration Rights Agreement and Series B Registration Rights Agreement and expect that such registration statement will become effective concurrently with the effectiveness of the registration statement of which this prospectus forms a part.

We will bear certain expenses incident to our registration obligations upon exercise of these registration rights, including the payment of federal securities law and state “blue sky” registration fees, except that we will not bear any brokers’ or underwriters’ discounts and commissions or transfer taxes relating to sales of our Registrable Securities. We have agreed to indemnify each selling stockholder for certain violations of federal or state securities laws in connection with any registration statement in which such selling stockholder sells its Registrable Shares pursuant to these registration rights. Each selling stockholder will, in turn, agree to indemnify us for federal or state securities law violations that occur in reliance upon written information it provides to us for use in the registration statement.

This summary of certain provisions of the Registration Rights Agreements is not intended to be complete, and is subject to, and qualified in its entirety by reference to, all of the provisions of the Registration Rights Agreements.

### **Anti-Takeover Effects of Provisions of Our Amended and Restated Certificate of Incorporation, our Bylaws and Delaware Law**

Some provisions of Delaware law, and our amended and restated certificate of incorporation and our bylaws, which will be in effect upon the closing of this offering and as described below, contain provisions that could make the following transactions more difficult: acquisitions of us by means of a tender offer, a proxy contest or otherwise; or removal of our incumbent officers and directors. These provisions may also have the effect of preventing changes in our management. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions that might result in a premium over the market price for our shares.

These provisions, summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with us. We believe that the benefits of increased protection and our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.

#### **Delaware Law**

We are subject to the provisions of Section 203 of the Delaware General Corporation Law (the “DGCL”), regulating corporate takeovers. In general, those provisions prohibit a Delaware corporation, including those whose securities are listed for trading on Nasdaq, from engaging in any business combination with any interested shareholder for a period of three years following the date that the shareholder became an interested shareholder, unless:

- the transaction is approved by the board of directors before the date the interested shareholder attained that status;
- upon consummation of the transaction that resulted in the shareholder becoming an interested shareholder, the interested shareholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or
- on or after such time the business combination is approved by the board of directors and authorized at a meeting of stockholders by at least two-thirds of the outstanding voting stock that is not owned by the interested shareholder.

#### ***Amended and Restated Certificate of Incorporation and Bylaws***

Provisions of our amended and restated certificate of incorporation and our bylaws may delay or discourage transactions involving an actual or potential change in control or change in our management, including transactions in which stockholders might otherwise receive a premium for their shares, or transactions that our stockholders might otherwise deem to be in their best interests. Therefore, these provisions could adversely affect the price of our Class A common stock.

Among other things, our amended and restated certificate of incorporation and our bylaws:

- provide that the authorized number of directors may be changed only by resolution of the board of directors, unless the amended and restated certificate of incorporation fixes the number of directors, in which case, a change in the number of directors shall be made only by amendment of the certificate of incorporation;
- provide that all vacancies, including newly created directorships, may, except as otherwise required by law, be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum;

- provide that special meetings of our stockholders may only be called by the president, the chief executive officer, the chairman of the board (or any co-chairman), or on the written request of any two directors, by the secretary; and
- provide that our bylaws can be amended by the board of directors.

### **No Cumulative Voting**

Under Delaware law, the right to vote cumulatively does not exist unless the amended and restated certificate of incorporation specifically authorizes cumulative voting. Our amended and restated certificate of incorporation does not authorize cumulative voting. Therefore, stockholders holding a majority in voting power of the shares of our stock entitled to vote generally in the election of directors will be able to elect all our directors.

### **Limitation of Liability and Indemnification Matters**

Our amended and restated certificate of incorporation limits the liability of our directors for monetary damages for breach of their fiduciary duty as directors, except for liability that cannot be eliminated under the DGCL. Delaware law provides that directors of a company will not be personally liable for monetary damages for breach of their fiduciary duty as directors, except for liabilities:

- for any breach of their duty of loyalty to us or our stockholders;
- for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- for unlawful payment of dividend or unlawful stock repurchase or redemption, as provided under Section 174 of the DGCL; or
- for any transaction from which the director derived an improper personal benefit.

Any amendment, repeal or modification of these provisions will be prospective only and would not affect any limitation on liability of a director for acts or omissions that occurred prior to any such amendment, repeal or modification.

Our bylaws also provide that we will indemnify our directors and officers to the fullest extent permitted by Delaware law. Our bylaws also permits us to purchase insurance on behalf of any officer, director, employee or other agent for any liability arising out of that person's actions as our officer, director, employee or agent, regardless of whether Delaware law would permit indemnification. We intend to enter into indemnification agreements with each of our current and future directors and officers. These agreements will require us to indemnify these individuals to the fullest extent permitted under Delaware law against liability that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. We believe that the limitation of liability provision in our amended and restated certificate of incorporation and the indemnification agreements facilitates our ability to continue to attract and retain qualified individuals to serve as directors and officers.

### **Registration Rights**

For a description of registration rights with respect to our Class A common stock, see the information under the heading "Description of Capital Stock—Registration Rights Agreements."

### **Dissenters' Rights of Appraisal and Payment**

Under the DGCL, with certain exceptions, our stockholders will have appraisal rights in connection with a merger or consolidation. Pursuant to the DGCL, stockholders who properly request and perfect appraisal rights in connection with such merger or consolidation will have the right to receive payment of the fair value of their shares as determined by the Delaware Court of Chancery.

**Stockholders' Derivative Actions**

Under the DGCL, any of our stockholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action; provided that the stockholder bringing the action is a holder of our shares at the time of the transaction to which the action relates or such stockholder's stock thereafter devolved by operation of law.

**Transfer Agent and Registrar**

The transfer agent and registrar for our Class A common stock is American Stock Transfer & Trust Company, LLC.

**Listing**

We intend to apply to list our Class A common stock on The Nasdaq Global Market under the symbol "SDIG."



## SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common stock. Future sales of our Class A common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect the market price of our Class A common stock prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of a substantial number of shares of our Class A common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price of our Class A common stock at such time and our ability to raise equity-related capital at a time and price we deem appropriate.

### Sales of Restricted Shares

Upon the closing of this offering and taking into effect the Preferred Stock Conversion, we will have outstanding an aggregate of \_\_\_\_\_ shares of Class A common stock (or \_\_\_\_\_ shares of Class A common stock if the underwriters' option to purchase additional shares is exercised). Of these shares, all of the \_\_\_\_\_ shares of Class A common stock (or \_\_\_\_\_ shares of Class A common stock if the underwriters' option to purchase additional shares is exercised) to be sold in this offering will be freely tradable without restriction or further registration under the Securities Act, unless the shares are held by any of our "affiliates" as such term is defined in Rule 144 under the Securities Act. Additionally, \_\_\_\_\_ shares of Class A common stock may be resold by the selling stockholders (the "selling stockholders") identified in the resale registration statement on Form S-1 that we intend to file with the SEC. These shares will become freely tradable upon the effectiveness of such registration statement, subject to the market stand-off provision in the Series A Stock Purchase Agreement and Series B Stock Purchase Agreement (and except that any shares subsequently held or acquired by our affiliates will be subject to the volume limitations and other restrictions of Rule 144), as further described below. All remaining shares of Class A common stock, including the shares received as part of the Preferred Stock Conversion, will be deemed "restricted securities" as such term is defined under Rule 144. The restricted securities were issued and sold by us in private transactions and are eligible for public sale only if registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which rules are summarized below.

The Series A Stock Purchase Agreement and Series B Stock Purchase Agreement each contains a "market stand-off" provision pursuant to which each purchaser agreed that such purchaser will not sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Class A common stock (or other securities) of our company held by such purchaser during the one hundred eighty (180) day period following the effective date of an initial public offering (or such longer period as the underwriters in such offering or we request in order to facilitate compliance with FINRA Rule 2711 or NYSE Member Rule 472 or any successor or similar rule or regulation), provided that all of our officers and directors are bound by and have entered into similar agreements. Our officers and directors have entered or will enter into lock-up agreements with similar restrictions in connection with this offering. Therefore, unless the market stand-off restrictions or the lock-up agreements entered into with our officers and directors are waived, the selling stockholders will not be permitted to sell any of the shares of Class A common stock held by them as of, or at any time during the 180 day period following, the effective date of this offering.

Each Stronghold Unit Holder (other than Stronghold Inc.), subject to certain limitations, has the right, pursuant to the Redemption Right, to cause Stronghold LLC to acquire all or a portion of its Stronghold LLC Units, together with an equal number of Class V common stock, for shares of Class A common stock (on a one-for-one basis, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and similar transactions) or, at such entity's election, an approximately equivalent amount of cash as determined pursuant to the terms of the Stronghold LLC Agreement. See "Certain Relationships and Related Party Transactions—Stronghold LLC Agreement." The shares of Class A common stock we issue upon such redemptions would be "restricted securities" as defined in Rule 144 described below.

As a result of the lock-up agreements described below and the provisions of Rule 144 and Rule 701 under the Securities Act, the shares of our Class A common stock (excluding the shares to be sold in this offering) that will be available for sale in the public market are as follows:

- no shares will be eligible for sale on the date of this prospectus or prior to 180 days after the date of this prospectus;
- if the market stand-off provision in the Series A and B Purchase Agreements or the lock-up agreements entered into with our officers and directors are waived, shares may be resold by the selling stockholders identified in this prospectus without further restrictions or registration under the Securities Act (except that shares subsequently held or acquired by our affiliates will be subject to the volume limitations and other restrictions of Rule 144); and
- shares (assuming redemption of all applicable Stronghold LLC Units along with a corresponding number of shares of Class V common stock) will be eligible for sale upon the expiration of the lock-up agreements, beginning 180 days after the date of this prospectus when permitted under Rule 144 or Rule 701.

### **Lock-up Agreements**

We, all of our directors that will own equity in us following the completion of this offering, all of our executive officers and certain of our Legacy Owners have entered or will enter into lock-up agreements pursuant to which we and they will be subject to certain restrictions with respect to sale or other disposition of our Class A common stock for a period of 180 days following the date of this prospectus, subject to certain exceptions and extensions. See “Underwriting” for a description of these lock-up provisions.

### **Rule 144**

In general, under Rule 144 under the Securities Act as currently in effect, a person (or persons whose shares are aggregated) who is not deemed to have been an affiliate of ours at any time during the three months preceding a sale, and who has beneficially owned restricted securities within the meaning of Rule 144 for at least six months (including any period of consecutive ownership of preceding non-affiliated holders) would be entitled to sell those shares, subject only to the availability of current public information about us. A non-affiliated person (who has been unaffiliated for at least the past three months) who has beneficially owned restricted securities within the meaning of Rule 144 for at least one year would be entitled to sell those shares without regard to the provisions of Rule 144.

A person (or persons whose shares are aggregated) who is deemed to be an affiliate of ours and who has beneficially owned restricted securities within the meaning of Rule 144 for at least six months would be entitled to sell within any three-month period a number of shares that does not exceed the greater of one percent of the then outstanding shares of our Class A common stock or the average weekly trading volume of our Class A common stock reported through Nasdaq during the four calendar weeks preceding the filing of notice of the sale. Such sales are also subject to certain manner of sale provisions, notice requirements and the availability of current public information about us.

### **Rule 701**

In general, under Rule 701 under the Securities Act, any of our employees, directors, officers, consultants or advisors who purchases shares from us in connection with a compensatory stock or option plan or other written agreement before the effective date of this offering is entitled to sell such shares 90 days after the effective date of this offering in reliance on Rule 144, without having to comply with the holding period requirement of Rule 144 and, in the case of non-affiliates, without having to comply with the public information, volume limitation or notice filing provisions of Rule 144. The SEC has indicated that Rule 701 will apply to typical stock options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the shares acquired upon exercise of such options, including exercises after the date of this prospectus.

**Stock Issued Under Employee Plans**

We intend to file a registration statement on Form S-8 under the Securities Act to register stock issuable under our long-term incentive plan. This registration statement on Form S-8 is expected to be filed following the effective date of the registration statement of which this prospectus is a part and will be effective upon filing. Accordingly, shares registered under such registration statement will be available for sale in the open market following the effective date, unless such shares are subject to vesting restrictions with us or the lock-up restrictions described above.

## MATERIAL U.S. FEDERAL TAX CONSIDERATIONS FOR NON-U.S. HOLDERS

The following is a summary of the material U.S. federal income tax considerations related to the purchase, ownership and disposition of our Class A common stock by a non-U.S. holder (as defined below), that holds our Class A common stock as a “capital asset” (generally property held for investment). This summary is based on the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), U.S. Treasury regulations, administrative rulings and judicial decisions, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect. We cannot assure you that a change in law will not significantly alter the tax considerations that we describe in this summary. We have not sought any ruling from the Internal Revenue Service (“IRS”) with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS or a court will agree with such statements and conclusions.

This summary does not address all aspects of U.S. federal income taxation that may be relevant to non-U.S. holders in light of their personal circumstances. In addition, this summary does not address the Medicare tax on certain investment income, U.S. federal estate or gift tax laws, any state, local or non-U.S. tax laws or any tax treaties. This summary also does not address tax considerations applicable to investors that may be subject to special treatment under the U.S. federal income tax laws, such as:

- banks, insurance companies or other financial institutions;
- tax-exempt or governmental organizations;
- tax qualified retirement plans;
- “qualified foreign pension funds” as defined in Section 897(1)(2) of the Code (or any entities all of the interests of which are held by a qualified foreign pension fund);
- dealers in securities or foreign currencies;
- persons whose functional currency is not the U.S. dollar;
- “controlled foreign corporations,” “passive foreign investment companies,” and corporations that accumulate earnings to avoid U.S. federal income tax;
- traders in securities that use the mark-to-market method of accounting for U.S. federal income tax purposes;
- persons subject to the alternative minimum tax;
- partnerships or other pass-through entities for U.S. federal income tax purposes or holders of interests therein;
- persons deemed to sell our Class A common stock under the constructive sale provisions of the Code;
- persons that acquired our Class A common stock through the exercise of employee stock options or otherwise as compensation or through a tax-qualified retirement plan;
- certain former citizens or long-term residents of the United States;
- persons that hold our Class A common stock as part of a straddle, appreciated financial position, synthetic security, hedge, conversion transaction or other integrated investment or risk reduction transaction; and
- accrual method taxpayers for U.S. federal income tax purposes required to accelerate the recognition of any item of gross income with respect to our Class A common stock as a result of such income being recognized on an applicable financial statement.

**PROSPECTIVE INVESTORS ARE ENCOURAGED TO CONSULT WITH AND RELY SOLELY UPON THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS, AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR CLASS A COMMON STOCK ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL, NON-U.S. OR OTHER TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.**

#### **Non-U.S. Holder Defined**

For purposes of this discussion, a “non-U.S. holder” is a beneficial owner of our Class A common stock that is not for U.S. federal income tax purposes a partnership or any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust (i) whose administration is subject to the primary supervision of a U.S. court and which has one or more United States persons who have the authority to control all substantial decisions of the trust or (ii) which has made a valid election under applicable U.S. Treasury regulations to be treated as a United States person.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our Class A common stock, the tax treatment of a partner in the partnership generally will depend upon the status of the partner, upon the activities of the partnership and upon certain determinations made at the partner level. Accordingly, we urge partners in partnerships (including entities or arrangements treated as partnerships for U.S. federal income tax purposes) considering the purchase of our Class A common stock to consult with and rely solely upon their tax advisors regarding the U.S. federal income tax considerations of the purchase, ownership and disposition of our Class A common stock by such partnership.

#### **Dividends and Other Distributions**

As described in the section entitled “Dividend Policy,” we do not plan to make any distributions on our Class A common stock for the foreseeable future. However, in the event we do make distributions of cash or other property on our Class A common stock, such distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those distributions exceed our current and accumulated earnings and profits, the distributions will instead be treated as a non-taxable return of capital to the extent of the non-U.S. holder’s tax basis in our Class A common stock (and will reduce such tax basis, but not below zero) and thereafter as capital gain from the sale or exchange of such Class A common stock. See “—Gain on Disposition of Class A Common Stock.” Subject to the withholding requirements under “—Backup Withholding and Information Reporting” and FATCA (as defined below) and provided that such distributions are not effectively connected dividends, each of which is discussed below, any distribution made to a non-U.S. holder on our Class A common stock generally will be subject to U.S. withholding tax at a rate of 30% of the gross amount of the distribution unless an applicable income tax treaty provides for a lower rate or another exception applies. To receive the benefit of a reduced treaty rate, a non-U.S. holder must provide the applicable withholding agent with a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) certifying qualification for the reduced rate. In the event that we determine that a portion of a distribution does not constitute a dividend, we may determine not to withhold U.S. federal income tax from such portion of the distribution or a non-U.S. holder may be entitled to claim a refund of excess amounts withheld.

Distributions treated as dividends paid to a non-U.S. holder that are effectively connected with a trade or business conducted by the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, are treated as attributable to a permanent establishment maintained by the non-U.S. holder in the United States) generally will be taxed on a net income basis at the rates and in the manner generally applicable to United States persons (as defined under the Code). Such effectively connected dividends will not be subject to U.S. withholding tax (including backup withholding described below) if the non-U.S. holder satisfies certain certification requirements by providing the applicable withholding agent with a properly executed IRS Form W-8ECI certifying eligibility for exemption. If the non-U.S. holder is a corporation for U.S. federal income tax purposes, it may also be subject to a branch profits tax (at a 30% rate or such lower rate as specified by an applicable income tax treaty) on its effectively connected earnings and profits (as adjusted for certain items), which will include effectively connected dividends.

### **Gain on Disposition of Class A Common Stock**

Subject to the discussion below under “—Backup Withholding and Information Reporting” and the discussion below of FATCA, a non-U.S. holder generally will not be subject to U.S. federal income tax or withholding on any gain realized upon the sale or other disposition of our Class A common stock unless:

- the non-U.S. holder is an individual who is present in the United States for a period or periods aggregating 183 days or more during the calendar year in which the sale or disposition occurs and certain other conditions are met;
- the gain is effectively connected with a trade or business conducted by the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment maintained by the non-U.S. holder in the United States); or
- our Class A common stock constitutes a United States real property interest as a result of our being a United States real property holding corporation (“USRPHC”) for U.S. federal income tax purposes at any time during the shorter of the five-year period ending on the date of the disposition of or the non-U.S. holder’s holding period for the Class A common stock and, as a result, such gain is treated as effectively connected with a trade or business conducted by the non-U.S. holder in the United States.

A non-U.S. holder described in the first bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate as specified by an applicable income tax treaty) on the amount of such gain, which generally may be offset by U.S. source capital losses.

A non-U.S. holder whose gain is described in the second bullet point above or, subject to the exceptions described in the next paragraph, the third bullet point above generally will be taxed on a net income basis at the rates and in the manner generally applicable to United States persons (as defined under the Code) unless an applicable income tax treaty provides otherwise. If the non-U.S. holder is a corporation for U.S. federal income tax purposes whose gain is described in the second bullet point above, then such gain would also be included in its effectively connected earnings and profits (as adjusted for certain items), which may be subject to a branch profits tax (at a 30% rate or such lower rate as specified by an applicable income tax treaty).

With respect to the third bullet point above, generally, a corporation is a USRPHC if the fair market value of its United States real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business. We believe that we currently are not a USRPHC for U.S. federal income tax purposes, and we do not expect to become a USRPHC for the foreseeable future. However, because the determination of whether we are a USRPHC is made from time to time and depends on the relative fair market value of our assets, there can be no assurance in this regard. In the event that we become a USRPHC, as long as our Class A common stock is and continues to be “regularly traded on an established securities market” (within the meaning of applicable U.S. Treasury regulations), only a non-U.S. holder that actually or constructively owns, or owned at any time during the shorter of the five-year period ending on the date of the disposition or the non-U.S. holder’s holding period for the Class A common stock, more than 5% of our Class A common stock will be treated as disposing of a U.S. real property interest and will be taxable on gain realized on the disposition of our Class A common stock as a result of our status as a USRPHC. If we were to become a USRPHC and our Class A common stock were not considered to be regularly traded on an established securities market, such

holder (regardless of the percentage of stock owned) would be treated as disposing of a U.S. real property interest and would be subject to U.S. federal income tax on a taxable disposition of our Class A common stock (as described in the preceding paragraph), and a 15% withholding tax would apply to the gross proceeds from such disposition. No assurance can be provided that our Class A common stock will be treated as regularly traded on an established securities market for purposes of the rules described above.

Non-U.S. holders should consult their tax advisors with respect to the application of the foregoing rules to their ownership and disposition of our Class A common stock.

### **Backup Withholding and Information Reporting**

Any dividends paid to a non-U.S. holder must be reported annually to the IRS and to the non-U.S. holder. Copies of these information returns may be made available to the tax authorities in the country in which the non-U.S. holder resides or is established. Payments of dividends to a non-U.S. holder generally will not be subject to backup withholding if the non-U.S. holder establishes an exemption by properly certifying its non-U.S. status on an IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form).

Payments of the proceeds from a sale or other disposition by a non-U.S. holder of our Class A common stock effected by or through a U.S. office of a broker generally will be subject to information reporting and backup withholding (at the applicable rate) unless the non-U.S. holder establishes an exemption by properly certifying its non-U.S. status on an IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) and certain other conditions are met. Information reporting and backup withholding generally will not apply to any payment of the proceeds from a sale or other disposition of our Class A common stock effected outside the United States by a non-U.S. office of a broker. However, unless such broker has documentary evidence in its records that the non-U.S. holder is not a United States person and certain other conditions are met, or the non-U.S. holder otherwise establishes an exemption, information reporting will apply to a payment of the proceeds of the disposition of our Class A common stock effected outside the United States by such a broker if it has certain relationships within the United States.

Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability (if any) of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is timely furnished to the IRS.

### **Additional Withholding Requirements under FATCA**

Sections 1471 through 1474 of the Code, and the U.S. Treasury regulations and administrative guidance issued thereunder (“FATCA”), impose a 30% withholding tax on any dividends paid on our Class A common stock if paid to a “foreign financial institution” or a “non-financial foreign entity” (each as defined in the Code) (including, in some cases, when such foreign financial institution or non-financial foreign entity is acting as an intermediary), unless (i) in the case of a foreign financial institution, such institution enters into an agreement with the U.S. government to withhold on certain payments, and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are non-U.S. entities with U.S. owners); (ii) in the case of a non-financial foreign entity, such entity certifies that it does not have any “substantial United States owners” (as defined in the Code) or provides the applicable withholding agent with a certification identifying the direct and indirect substantial United States owners of the entity (in either case, generally on an IRS Form W-8BEN-E); or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules and provides appropriate documentation (such as an IRS Form W-8BEN-E). Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing these rules may be subject to different rules. FATCA also imposes a 30% withholding tax on any gross proceeds on a sale or other disposition of our Class A common stock. However, proposed U.S. Treasury regulations, which may be relied upon pending finalization, would eliminate this withholding tax on gross proceeds. Accordingly, FATCA withholding on gross proceeds is not expected to apply. Under certain circumstances, a holder might be eligible for refunds or credits of such taxes. Non-U.S. holders are encouraged to consult their own tax advisors regarding the effects of FATCA on an investment in our Class A common stock.

INVESTORS CONSIDERING THE PURCHASE OF OUR CLASS A COMMON STOCK ARE URGED TO CONSULT WITH AND RELY SOLELY UPON THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AND THE APPLICABILITY AND EFFECT OF U.S. FEDERAL ESTATE AND GIFT TAX LAWS AND ANY STATE, LOCAL OR NON-U.S. TAX LAWS AND TAX TREATIES.



## CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the acquisition and holding of shares of common stock by employee benefit plans that are subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Code or employee benefit plans that are governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA), non-U.S. plans (as described in Section 4(b)(4) of ERISA) or other plans that are not subject to the foregoing but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, “Similar Laws”), and entities whose underlying assets are considered to include “plan assets” of any such plan, account or arrangement (each, a “Plan”).

This summary is based on the provisions of ERISA and the Code (and related regulations and administrative and judicial interpretations) as of the date of this registration statement. This summary does not purport to be complete or comprehensive, and no assurance is or can be given that future legislation, court decisions, regulations, rulings or pronouncements will not significantly modify the requirements summarized below. Any of those changes may be retroactive and may thereby apply to transactions entered into prior to the date of their enactment or release, including the date of this prospectus. This discussion is general in nature and is not intended to be all inclusive, nor should it be construed as investment, legal or other advice.

### General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an “ERISA Plan”) and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of an ERISA Plan or the management or disposition of the assets of an ERISA Plan, or who renders investment advice for a fee or other compensation to an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

In considering an investment in shares of common stock with a portion of the assets of any Plan, a fiduciary should consider the Plan’s particular circumstances and all of the facts and circumstances of the investment and determine whether the acquisition and holding of shares of common stock is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code, or any Similar Law relating to the fiduciary’s duties to the Plan, including, without limitation:

- whether the investment is prudent under Section 404(a)(1)(B) of ERISA and any other applicable Similar Laws;
- whether, in making the investment, the ERISA Plan will satisfy the diversification requirements of Section 404(a)(1)(C) of ERISA and any other applicable Similar Laws;
- whether the investment is permitted under the terms of the applicable documents governing the Plan;
- whether the acquisition or holding of the shares of common stock will constitute a “prohibited transaction” under Section 406 of ERISA or Section 4975 of the Code (please see discussion under “—Prohibited Transaction Issues” below); and
- whether the Plan will be considered to hold, as the Plan’s assets, (i) only shares of common stock or (ii) an undivided interest in our underlying assets (please see the discussion under “—Plan Asset Issues” below).

## **Prohibited Transaction Issues**

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are “parties in interest,” within the meaning of ERISA, or “disqualified persons,” within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA Plan that engages in such a non-exempt prohibited transaction may be subject to excise taxes, penalties and liabilities under ERISA and the Code. The acquisition and/or holding of shares of common stock by an ERISA Plan with respect to which the issuer, the initial purchaser, or a guarantor is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption.

Because of the foregoing, shares of common stock should not be acquired or held by any person investing “plan assets” of any Plan, unless such acquisition and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or a similar violation of any applicable Similar Laws.

## UNDERWRITING

We and the underwriters named below have entered into an underwriting agreement with respect to the shares of Class A common stock being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of shares of Class A common stock indicated in the following table. B. Riley Securities, Inc. is the representative of the underwriters.

| Underwriters              | Number of Shares |
|---------------------------|------------------|
| B. Riley Securities, Inc. |                  |
| Total                     |                  |

The underwriters are committed to take and pay for all of the shares of Class A common stock being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

The underwriters have an option to buy up to an additional \_\_\_\_\_ shares of Class A common stock from the Company. They may exercise that option for 30 days. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

Shares sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to \$ \_\_\_\_\_ per share from the initial public offering price. After the initial offering of the shares, the representative may change the offering price and the other selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

The following table provides information regarding the amount of the underwriting discounts and commissions to be paid to the underwriters by us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares to cover over-allotments, if any.

|   | Per Share | Total Without<br>Over-Allotment | With Over-<br>Allotment |
|---|-----------|---------------------------------|-------------------------|
| Underwriting discounts and commissions paid by us | \$        | \$                              | \$                      |
| Proceeds, before expenses, to us                  | \$        | \$                              | \$                      |

We estimate that the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately \$ \_\_\_\_\_. We have agreed to reimburse the representative for its reasonable out-of-pocket expenses actually incurred in the offering up to \$ \_\_\_\_\_, other than fees and disbursements of legal counsel to the representative.

The representative has informed us that the underwriters do not intend to make sales to discretionary accounts.

The Company and its officers, directors, and holders of substantially all of the Company's shares of common stock have agreed with the underwriters, subject to certain exceptions, not to dispose of or hedge any of their common stock or securities convertible into or exchangeable for shares of Class A common stock during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of B. Riley Securities, Inc. This agreement does not apply to any existing employee benefit plans. See "Shares Eligible for Future Sale" for a discussion of certain transfer restrictions.

In addition, the underwriters have reserved for sale at the initial public offering price up to \_\_\_\_\_ % of the shares of Class A common stock being offered by this prospectus for sale to our employees, executive officers, directors and related persons who have expressed an interest in purchasing common stock in this offering. Pursuant to the underwriting agreement, the sales will be made by B. Riley Securities, Inc. through a directed share program. We do not know if these persons will choose to purchase all or any portion of these reserved shares, but any purchases they make will reduce the number of shares available to the general public. Any reserved shares not so purchased will be \_\_\_\_\_

offered by the underwriters to the general public on the same basis as the other shares of Class A common stock offered hereby. Substantially all of the persons buying shares of Class A common stock through the directed share program will be subject to a 180-day lock-up period with respect to such shares. We have agreed to indemnify the underwriters in connection with the directed share program, including for the failure of any participant to pay for its shares of Class A common stock. Other than the underwriting discount described on the cover page of this prospectus, the underwriters will not be entitled to any commission with respect to shares of Class A common stock sold pursuant to the directed share program.

Prior to the offering, there has been no public market for the Class A common stock. The initial public offering price will be negotiated among the Company and the representative. Among the factors to be considered in determining the initial public offering price of the Class A common stock, in addition to prevailing market conditions, will be the Company's historical performance, estimates of the business potential and earnings prospects of the Company, an assessment of the Company's management and the consideration of the above factors in relation to market valuation of companies in related businesses.

We intend to apply to list our Class A common stock on The Nasdaq Global Market under the symbol "SDIG."

### **Stabilization**

Until the distribution of the securities offered by this prospectus is completed, rules of the SEC may limit the ability of the underwriters to bid for and to purchase our Class A common stock. As an exception to these rules, the underwriters may engage in transactions effected in accordance with Regulation M under the Exchange Act that are intended to stabilize, maintain or otherwise affect the price of our Class A common stock. The underwriters may engage in over-allotment sales, syndicate covering transactions, stabilizing transactions and penalty bids in accordance with Regulation M:

- Stabilizing transactions permit bids or purchases for the purpose of pegging, fixing or maintaining the price of the Class A common stock, so long as stabilizing bids do not exceed a specified maximum.
- Over-allotment involves sales by the underwriters of securities in excess of the number of securities the underwriters are obligated to purchase, which creates a short position. The short position may be either a covered short position or a naked short position. In a covered short position, the number of shares of Class A common stock over-allotted by the underwriters is not greater than the number of shares of Class A common stock that they may purchase in the over-allotment option. In a naked short position, the number of shares of Class A common stock involved is greater than the number of shares in the over-allotment option. The underwriters may close out any covered short position by either exercising their over-allotment option or purchasing shares of our Class A common stock in the open market.
- Covering transactions involve the purchase of securities in the open market after the distribution has been completed in order to cover short positions. In determining the source of securities to close out the short position, the underwriters will consider, among other things, the price of securities available for purchase in the open market as compared to the price at which they may purchase securities through the over-allotment option. If the underwriters sell more shares of Class A common stock than could be covered by the over-allotment option, creating a naked short position, the position can only be closed out by buying securities in the open market. A naked short position is more likely to be created if the underwriters are concerned that there could be downward pressure on the price of the securities in the open market after pricing that could adversely affect investors who purchase in this offering.
- Penalty bids permit the underwriters to reclaim a selling concession from a selected dealer when the securities originally sold by the selected dealer are purchased in a stabilizing or syndicate covering transaction.

These stabilizing transactions, covering transactions and penalty bids may have the effect of raising or maintaining the market price of our Class A common stock or preventing or retarding a decline in the market price of our Class A common stock. As a result, the price of our Class A common stock may be higher than the price that might otherwise exist in the open market.

Neither we nor the underwriters make any representation or prediction as to the effect that the transactions described above may have on the prices of our Class A common stock. These transactions may occur on any trading market. If any of these transactions are commenced, they may be discontinued without notice at any time.

### **Right of First Offer**

In connection with the Series A Private Placement, we granted B. Riley Securities, Inc. a right of first offer to act (a) as lead left book runner with active status in connection with any initial public offering of equity securities, (b) as sole placement agent in any private offering of equity or equity-linked securities, or (c) as financial advisor in connection with any potential purchase or sale of assets or stock, merger, acquisition, business combination, joint venture or other strategic transaction, in each case undertaken or consummated by us within 12 months following the consummation of the Series A Private Placement.

### **Certain Relationships**

B. Riley Securities, Inc. acted as our placement agent with private placements of (i) 3,400,000 shares of our Series A Preferred Stock sold for cash at \$25.00 per share in April 2021 and (ii) 630,915 shares of our Series B Convertible Redeemable Preferred Stock sold for cash at \$31.70 per share in May 2021. In connection therewith, we paid B. Riley Securities, Inc. cash commissions and expenses of approximately \$6.5 million in the aggregate and issued it (i) a five-year warrant to purchase up to 34,000 shares of Series A Preferred Stock at a per share exercise price of \$25.00 and (ii) a five-year warrant to purchase up to 6,309 shares of Series B Preferred Stock at a per share exercise price of \$31.70. In each case the exercise price was equal to the respective private placement per share price. B. Riley Securities, Inc. and its affiliates purchased 152,500 and 31,812 shares of Series A Preferred Stock and Series B Preferred Stock, respectively, at the same private placement per share price. Such warrants and shares of Series B Preferred Stock acquired by B. Riley Securities, Inc. and its affiliates will be subject to lock-up restrictions, as required by FINRA Rule 5110(e)(1) and may not be sold during the offering, or sold, transferred, assigned, pledged, or hypothecated, or be the subject of any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of such securities by any person for a period of 180 days immediately following the date of effectiveness of the registration statement of which this prospectus forms a part or commencement of sales of the offering, except as provided in FINRA Rule 5110(e)(2).

Some of the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

### **Electronic Prospectus**

This prospectus may be made available in electronic format on Internet sites or through other online services maintained by the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. Other than this prospectus in electronic format, any information on the underwriters' or their affiliates' websites and any information contained in any other website maintained by the underwriters or any affiliate of the underwriters is not part of this prospectus or the registration statement of which this prospectus forms a part, has not been approved and/or endorsed by us or the underwriters and should not be relied upon by investors.

### **Notice to Prospective Investors in Canada (Alberta, British Columbia, Manitoba, Ontario and Québec Only)**

This document constitutes an "exempt offering document" as defined in and for the purposes of applicable Canadian securities laws. No prospectus has been filed with any securities commission or similar regulatory authority in Canada in connection with the offer and sale of shares of Class A common stock described herein (the "Securities"). No securities commission or similar regulatory authority in Canada has reviewed or in any way passed upon this document or on the merits of the Securities and any representation to the contrary is an offence.

Canadian investors are advised that this document has been prepared in reliance on section 3A.3 of National Instrument 33-105 Underwriting Conflicts (“NI 33-105”). Pursuant to section 3A.3 of NI 33-105, this document is exempt from the requirement that the issuer and the underwriters in the offering provide Canadian investors with certain conflicts of interest disclosure pertaining to “connected issuer” and/or “related issuer” relationships as may otherwise be required pursuant to subsection 2.1(1) of NI 33-105.

### ***Resale Restrictions***

The offer and sale of the Securities in Canada are being made on a private placement basis only and are exempt from the requirement that the issuer prepare and file a prospectus under applicable Canadian securities laws. Any resale of Securities acquired by a Canadian investor in this offering must be made in accordance with applicable Canadian securities laws, which may vary depending on the relevant jurisdiction, and which may require resales to be made in accordance with Canadian prospectus requirements, a statutory exemption from the prospectus requirements, in a transaction exempt from the prospectus requirements or otherwise under a discretionary exemption from the prospectus requirements granted by the applicable local Canadian securities regulatory authority. These resale restrictions may under certain circumstances apply to resales of the Securities outside of Canada.

### ***Representations of Purchasers***

Each Canadian investor who purchases the Securities will be deemed to have represented to the issuer, the underwriters and each dealer from whom a purchase confirmation is received, as applicable, that the investor (i) is purchasing as principal, or is deemed to be purchasing as principal in accordance with applicable Canadian securities laws, for investment only and not with a view to resale or redistribution; (ii) is an “accredited investor” as such term is defined in section 1.1 of National Instrument 45-106 *Prospectus Exemptions* or, in Ontario, as such term is defined in section 73.3(1) of the *Securities Act* (Ontario); and (iii) is a “permitted client” as such term is defined in section 1.1 of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*.

### ***Taxation and Eligibility for Investment***

Any discussion of taxation and related matters contained in this document does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a Canadian investor when deciding to purchase the Securities and, in particular, does not address any Canadian tax considerations. No representation or warranty is hereby made as to the tax consequences to a resident, or deemed resident, of Canada of an investment in the Securities or with respect to the eligibility of the Securities for investment by such investor under relevant Canadian federal and provincial legislation and regulations.

### ***Rights of Action for Damages or Rescission***

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

### ***Personal Information***

We and the representatives hereby notify prospective Canadian purchasers that: (a) we may be required to provide personal information pertaining to the purchaser as required to be disclosed in Schedule I of Form 45-106F1 under NI 45-106 (including its name, address, telephone number, email address, if provided, and the number and type of securities purchased, the total purchase price paid for such securities, the date of the purchase and specific details of the prospectus exemption relied upon under applicable securities laws to complete such purchase) (“personal information”), which Form 45-106F1 may be required to be filed by us under NI 45-106, (b) such personal information may be delivered to the securities regulatory authority or regulator in accordance with NI 45-106, (c) such personal information is being collected indirectly by the securities regulatory authority or regulator

under the authority granted to it under the securities legislation of the applicable legislation, (d) such personal information is collected for the purposes of the administration and enforcement of the securities legislation of the applicable jurisdiction, and (e) the purchaser may contact the applicable securities regulatory authority or regulator by way of the contact information provided in Schedule 2 to Form 45-106F1. Prospective Canadian purchasers that purchase securities in this offering will be deemed to have authorized the indirect collection of the personal information by each applicable securities regulatory authority or regulator, and to have acknowledged and consented to such information being disclosed to the Canadian securities regulatory authority or regulator, and to have acknowledged that such information may become available to the public in accordance with requirements of applicable Canadian laws.

### **Language of Documents**

Upon receipt of this document, each Canadian investor hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of the Securities described herein (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only. *Par la réception de ce document, chaque investisseur canadien confirme par les présentes qu'il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.*

### **Notice to Prospective Investors in the European Economic Area and the United Kingdom**

In relation to the Member States of the European Economic Area and the United Kingdom (each, a "Relevant State"), no offer of shares of our Class A common stock which are the subject of the offering contemplated by this prospectus to the public may be made in that Relevant State other than:

- to any legal entity that is a qualified investor as defined in the Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant representative or representatives nominated by us for any such offer; or
- in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares of our Class A common stock described in this prospectus shall result in a requirement for the publication of a prospectus, by us or any of the underwriters, pursuant to Article 3 of the Prospectus Regulation.

Each purchaser of shares of our Class A common stock described in this prospectus located within a Relevant State will be deemed to have represented, acknowledged and agreed that (1) it is a "qualified investor" within the meaning of the Prospectus Regulation; and (2) in the case of any shares of Class A common stock acquired by it as a financial intermediary as that term is used in Article 5(1) of the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares of Class A common stock acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer to the public other than their offer or resale in a Relevant State to qualified investors, as that term is defined in the Prospectus Regulation, or in circumstances in which the prior consent of the underwriters has been given to the offer or resale; or where shares of Class A common stock have been acquired by it on behalf of persons in any Relevant State other than qualified investors, the offer of those shares of Class A common stock to it is not treated under the Prospectus Regulation as having been made to such persons. For purposes of this provision, the expression an "offer to the public" in relation to the shares of our Class A common stock in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the shares of our Class A common stock to be offered so as to enable an investor to decide to purchase or subscribe to the shares and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

We and the underwriters have not authorized and do not authorize the making of any offer of shares of our Class A common stock through any financial intermediary on their behalf, other than offers made by the underwriters with a view to the final placement of the shares as contemplated in this prospectus. Accordingly, no purchaser of the shares of our Class A common stock, other than the underwriters, is authorized to make any further offer of the shares on behalf of us or the underwriters.

References to the Prospectus Regulation includes, in relation to the UK, the Prospectus Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018.

The above selling restriction is in addition to any other selling restrictions set out below.

#### **Additional Notice to Prospective Investors in the United Kingdom**

The communication of this prospectus and any other document or materials relating to the issue of the shares of our Class A common stock offered hereby is not being made, and such documents and/or materials have not been approved, by an authorized person for the purposes of section 21 of the United Kingdom's Financial Services and Markets Act 2000, as amended, or the FSMA. Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. The communication of such documents and/or materials as a financial promotion is only being made to those persons in the United Kingdom who have professional experience in matters relating to investments and who fall within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, or the Financial Promotion Order), or who fall within Article 49(2)(a) to (d) of the Financial Promotion Order, or who are any other persons to whom it may otherwise lawfully be made under the Financial Promotion Order (all such persons together being referred to as "relevant persons"). In the United Kingdom, the shares of our Class A common stock offered hereby are only available to, and any investment or investment activity to which this prospectus relates will be engaged in only with, relevant persons. Any person in the United Kingdom that is not a relevant person should not act or rely on this prospectus or any of its contents.

Any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) in connection with the issue or sale of the shares of our Class A common stock may only be communicated or caused to be communicated in circumstances in which Section 21(1) of the FSMA does not apply to us.

All applicable provisions of the FSMA must be complied with in respect to anything done by any person in relation to the shares of our Class A common stock in, from or otherwise involving the United Kingdom.

#### **Notice to Prospective Investors in Germany**

This prospectus has not been prepared in accordance with the requirements for a securities or sales prospectus under the German Securities Prospectus Act (*Wertpapierprospektgesetz*), the German Sales Prospectus Act (*Verkaufprospektgesetz*), or the German Investment Act (*Investmentgesetz*). Neither the German Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht—BaFin*) nor any other German authority has been notified of the intention to distribute our Class A common stock in Germany. Consequently, the Class A common stock may not be distributed in Germany by way of public offering, public advertisement or in any similar manner and this prospectus and any other document relating to this offering, as well as information or statements contained therein, may not be supplied to the public in Germany or used in connection with any offer for subscription of the Class A common stock to the public in Germany or any other means of public marketing. The Class A common stock is being offered and sold in Germany only to qualified investors which are referred to in Section 3 paragraph 2 no. 1, in connection with Section 2 no. 6, of the German Securities Prospectus Act, Section 8f paragraph 2 no. 4 of the German Sales Prospectus Act, and in Section 2 paragraph 11 sentence 2 no. 1 of the German Investment Act. This prospectus is strictly for use of the person who has received it. It may not be forwarded to other persons or published in Germany.



## **Notice to Prospective Investors in Switzerland**

This document is not intended to constitute an offer or solicitation to purchase or invest in the securities. The securities may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (“FinSA”) and no application has or will be made to admit the securities to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this document nor any other offering or marketing material relating to the securities constitutes a prospectus pursuant to the FinSA, and neither this document nor any other offering or marketing material relating to the securities may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company or the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of securities has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (“CISA”). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of the securities.

## LEGAL MATTERS

The validity of our Class A common stock offered by this prospectus will be passed upon for us by Vinson & Elkins L.L.P., New York, New York. Certain legal matters in connection with this offering will be passed upon for the underwriters by Nelson Mullins Riley & Scarborough LLP, Washington, D.C.

## EXPERTS

The audited financial statements of Stronghold Digital Mining LLC and Scrubgrass Generating Company, L.P. included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the report of Urish Popeck & Co., LLC, independent auditors, upon the authority of said firm as experts in accounting and auditing.

The audited financial statements of Stronghold Digital Mining Inc. included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the report of Urish Popeck & Co., LLC, independent auditors, upon the authority of said firm as experts in accounting and auditing.

The audited condensed financial statements of Panther Creek Power Operating LLC incorporated by reference in this prospectus supplement have been so incorporated by reference in reliance upon the report of Urish Popeck & Co., LLC, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

## WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 (including the exhibits, schedules and amendments thereto) under the Securities Act, with respect to the shares of our Class A common stock offered hereby. This prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules thereto. For further information with respect to us and the Class A common stock offered hereby, we refer you to the registration statement, including all amendments, supplements, exhibits and schedules thereto. Statements contained in this prospectus as to the contents of any contract, agreement or any other document are summaries of the material terms of this contract, agreement or other document. With respect to each of these contracts, agreements or other documents filed as an exhibit to the registration statement, reference is made to the exhibits for a more complete description of the matter involved. The SEC maintains a website at [www.sec.gov](http://www.sec.gov) that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. Our website address is [www.strongholddigitalmining.com](http://www.strongholddigitalmining.com). Information contained on our website does not constitute part of this prospectus.

As a result of this offering, we will become subject to full information requirements of the Exchange Act. We will fulfill our obligations with respect to such requirements by filing periodic reports and other information with the SEC. We intend to furnish our stockholders with annual reports containing financial statements certified by an independent public accounting firm.

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**STRONGHOLD DIGITAL MINING, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS**

June 30, 2021 and December 31, 2020

|  | June 30, 2021      | Dec 31, 2020 |
|--|--------------------|--------------|
|  | <i>(unaudited)</i> |              |
| <b>CURRENT ASSETS</b>  |                    |              |
| Cash   | \$ 43,714,779      | \$ 303,187   |
| Digital currencies   | 1,259,215          | 228,087      |
| Accounts receivable  | 776,620            | 65,900       |
| Due from related party   | —                  | 302,973      |
| Inventory  | 319,821            | 396,892      |
| Other current assets   | 200,621            | 65,831       |
| Total Current Assets   | 46,271,056         | 1,362,870    |
| <b>EQUIPMENT DEPOSITS</b>  | 78,688,465         | —            |
| <b>PROPERTY, PLANT AND EQUIPMENT, NET</b>  | 19,260,330         | 7,814,199    |
| <b>LAND</b>  | 29,919             | —            |
| <b>ROAD BOND</b>   | 185,245            | 185,245      |
| <b>TOTAL ASSETS</b>  | \$ 144,435,015     | \$ 9,362,314 |
| <b>CURRENT LIABILITIES</b>   |                    |              |
| Current portion of long-term debt-net of discounts/issuance fees   | \$ 18,972,445      | \$ 449,447   |
| Related-party notes  | —                  | 2,024,250    |
| Accounts payable   | 14,029,383         | 8,479,187    |
| Due to related parties   | 1,017,409          | 698,338      |
| Accrued liabilities  | 60,672             | 828          |
| Total Current Liabilities  | 34,079,909         | 11,652,050   |
| <b>LONG-TERM LIABILITIES</b>   |                    |              |
| Asset retirement obligation  | 457,650            | 446,128      |
| Contract liabilities   | 187,841            | 40,000       |
| Economic Injury Disaster Loan  | —                  | 150,000      |
| Paycheck Protection Program Loan   | 841,670            | 638,800      |
| Warrants issued with conversions to redeemable preferred stock   | 971,949            | —            |
| Long-term debt-net of discounts/issuance fees  | 18,871,881         | 482,443      |
| Total Long-Term Liabilities  | 21,330,991         | 1,757,371    |
| Total Liabilities  | 55,410,900         | 13,409,421   |
| <b>MEZZANINE EQUITY</b>  |                    |              |
| Series A redeemable and convertible preferred stock, \$0.001 par value, aggregate liquidation value \$85,000,000, 5,000,000 shares authorized and 3,400,000 issued and outstanding as of June 30, 2021 | 78,041,113         | —            |
| Series B redeemable and convertible preferred stock, \$0.001 par value, aggregate liquidation value \$20,000,006, 2,000,000 shares authorized and 630,915 issued and outstanding as of June 30, 2021   | 18,242,733         | —            |
| Total mezzanine equity   | 96,283,846         | —            |
| <b>STOCKHOLDERS' DEFICIENCY &amp; PARTNERS' DEFICIT</b>  |                    |              |
| General partners   | —                  | (2,710,323)  |
| Limited partners   | —                  | (1,336,784)  |
| Series A redeemable and convertible preferred stock, \$0.001 par value, aggregate liquidation value \$5,000,000, 200,000 issued and outstanding as of June 30, 2021                                    | 200                | —            |
| Common Stock – Class V, \$0.0001 par value; 12,000,000 shares authorized and 9,395,000 shares issued and outstanding   | 1                  | —            |
| Common Stock – Class A, \$0.0001 par value; 238,000,000 shares authorized and 48,845 shares issued and outstanding   | 5                  | —            |
| Accumulated deficits   | (9,416,262)        | —            |
| Additional paid-in capital   | 8,659,015          | —            |
| Stock Subscriptions  | (1,389,888)        | —            |
| Stockholders' deficiency or partners' deficit  | (2,146,929)        | (4,047,107)  |
| Non-controlling interest   | (5,112,802)        | —            |
| Total stockholders' deficiency or partners' deficit  | (7,259,731)        | (4,047,107)  |
| Total  | 89,024,115         | (4,047,107)  |
| <b>TOTAL LIABILITIES, MEZZANINE EQUITY AND DEFICIENCY</b>  | \$ 144,435,015     | \$ 9,362,314 |

The accompanying notes are an integral part of these condensed consolidated financial statements

**STRONGHOLD DIGITAL MINING, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS**

Six months ending June 30, 2021 and 2020

|   | <b>June 30, 2021</b>  | <b>June 30, 2020</b> |
|---|-----------------------|----------------------|
|   | <i>(unaudited)</i>    | <i>(unaudited)</i>   |
| <b>OPERATING REVENUES</b>   |                       |                      |
| Energy  | \$ 3,486,822          | \$ 584,659           |
| Capacity  | 1,283,236             | 1,469,661            |
| Cryptocurrency hosting  | 1,242,518             | —                    |
| Cryptocurrency mining   | 1,840,903             | 80,229               |
| Other   | 33,123                | 33,743               |
| Total operating revenues  | 7,886,602             | 2,168,292            |
| <b>OPERATING EXPENSES</b>   |                       |                      |
| Fuel  | 4,100,521             | 302,937              |
| Operations and maintenance  | 3,204,858             | 1,663,367            |
| General and administrative  | 2,907,847             | 728,590              |
| Impairments on digital currencies                                   | 375,246               | —                    |
| Depreciation and amortization                                       | 1,305,174             | 283,453              |
| Total operating expenses  | 11,893,646            | 2,978,347            |
| <b>NET OPERATING INCOME/(LOSS)</b>                                  | <b>(4,007,044)</b>    | <b>(810,055)</b>     |
| <b>OTHER INCOME (EXPENSE)</b>                                       |                       |                      |
| Interest expense  | (134,083)             | (74,500)             |
| Gain on extinguishment of PPP loan                                  | 638,800               | —                    |
| Realized gain (loss) on sale of digital currencies                  | 149,858               | 1,280                |
| Changes in fair value of warrant liabilities                        | (191,477)             | —                    |
| Derivative contracts, net   | —                     | 1,207,131            |
| Waste coal credit   | 23,796                | 7,500                |
| Other   | 38,185                | 27,258               |
| Total other income  | 525,079               | 1,168,669            |
| <b>NET INCOME/(LOSS)</b>  | <b>\$ (3,481,965)</b> | <b>\$ 358,614</b>    |
| <b>NET INCOME/(LOSS) - attributable to non-controlling interest</b> | <b>\$ (2,402,488)</b> |                      |
| <b>NET INCOME/(LOSS) - Stronghold Digital Mining, Inc</b>           | <b>\$ (1,079,477)</b> |                      |
| <b>NET LOSS attributable to Class A Common Shares(1)</b>            |                       |                      |
| Basic   | \$ (123.86)           |                      |
| Diluted   | \$ (123.86)           |                      |
| <b>Class A Common Shares Outstanding(1)</b>                         |                       |                      |
| Basic   | 8,137                 |                      |
| Diluted   | 8,137                 |                      |

(1) Basic and diluted loss per share of Class A common stock is presented only for the period after the Company's Reorganization Transactions. See Note 1 for a description of the Reorganization Transactions. See Note 17 for the calculation of loss per share.

The accompanying notes are an integral part of these condensed consolidated financial statements

**STRONGHOLD DIGITAL MINING, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF PARTNERS' DEFICIT AND STOCKHOLDERS' DEFICIENCY**

June 30, 2021 and June 30, 2020

|                                    | Mezzanine Equity    |                       | Common V        |             | Common A    |             | Accumulated Deficit | Additional Paid-in Capital | Stock Subscriptions | Stronghold Inc. Deficiency | Non-controlling Interest | Partners' Deficit     |
|------------------------------------|---------------------|-----------------------|-----------------|-------------|-------------|-------------|---------------------|----------------------------|---------------------|----------------------------|--------------------------|-----------------------|
|                                    | Limited Partners    | General Partners      | Series A Shares | Amount      | Shares      | Amount      |                     |                            |                     |                            |                          |                       |
| <b>Balance – December 31, 2019</b> | \$ (833,875)        | \$ (1,947,086)        |                 |             |             |             |                     |                            |                     |                            |                          | \$ (2,780,961)        |
| Net Income                         | 107,584             | 251,031               |                 |             |             |             |                     |                            |                     |                            |                          | 385,615               |
| Distributions                      |                     | (388,100)             |                 |             |             |             |                     |                            |                     |                            |                          | (388,100)             |
| <b>Balance – June 30, 2020</b>     | <b>\$ (726,291)</b> | <b>\$ (2,084,155)</b> | <b>\$ —</b>     | <b>\$ —</b> | <b>\$ —</b> | <b>\$ —</b> | <b>\$ —</b>         | <b>\$ —</b>                | <b>\$ —</b>         | <b>\$ —</b>                | <b>\$ —</b>              | <b>\$ (2,810,446)</b> |

|   | Mezzanine Equity(1) |                     |                 |                     | Redeemable Preferred |                   | Common V        |                     | Common A    |                  | Accumulated Deficit | Additional Paid-in Capital | Stock Subscriptions (3) | Partners' Deficit     |                       | Total Stockholders' Deficiency |                          |
|---|---------------------|---------------------|-----------------|---------------------|----------------------|-------------------|-----------------|---------------------|-------------|------------------|---------------------|----------------------------|-------------------------|-----------------------|-----------------------|--------------------------------|--------------------------|
|   | Series A Shares     | Amount              | Series B Shares | Amount              | Limited Partners     | General Partners  | Series A Shares | Amount(2)           | Shares      | Amount           |                     |                            |                         | Common A Shares       | Amount                |                                | Stockholders' Deficiency |
| <b>Balance – December 31, 2020</b>                                | —                   | \$ —                | —               | \$ —                | \$ (1,336,784)       | \$ (2,710,323)    | —               | —                   | —           | \$ —             | —                   | \$ —                       | —                       | \$ —                  | (4,047,107)           | \$ —                           | (4,047,107)              |
| Net loss – January 1 to March 31, 2021                            | —                   | —                   | —               | —                   | (71,687)             | (167,261)         | —               | —                   | —           | —                | —                   | —                          | —                       | —                     | (238,948)             | —                              | (238,948)                |
| Effect of reorganizations (see Note 1)                            |                     |                     |                 |                     |                      |                   |                 |                     |             |                  |                     |                            |                         |                       |                       |                                |                          |
| Opco formation and contributions                                  | —                   | —                   | —               | —                   | —                    | 2,877,584         | —               | —                   | 9,400,000   | 1                | —                   | —                          | —                       | —                     | 2,877,585             | (2,877,584)                    | —                        |
| Issuance of Series A convertible redeemable preferred units       | 3,400,000           | 78,673,010          | —               | —                   | —                    | —                 | —               | —                   | —           | —                | —                   | —                          | —                       | —                     | —                     | —                              | —                        |
| Warrants issued as part of stock registrations – refer to Note 14 | —                   | (631,897)           | —               | —                   | —                    | —                 | —               | —                   | —           | —                | —                   | —                          | —                       | —                     | —                     | —                              | —                        |
| Aspen Scrubgrass Participant, LLC ["Olympus"] contribution        | —                   | —                   | —               | —                   | 1,408,471            | —                 | —               | —                   | —           | —                | (1,408,471)         | —                          | —                       | —                     | —                     | —                              | —                        |
| Buyout of Aspen Interest – refer to Note 19                       | —                   | —                   | —               | —                   | —                    | —                 | 200,000         | 200                 | —           | —                | (7,000,000)         | 4,999,800                  | —                       | —                     | (2,000,000)           | —                              | (2,000,000)              |
| Exchange of common units for Class A common shares                | —                   | —                   | —               | —                   | —                    | —                 | —               | (5,000)             | —           | 5,000            | 1                   | —                          | —                       | —                     | 1                     | —                              | 1                        |
| Issuance of Series B convertible redeemable preferred units       | —                   | —                   | 630,915         | 18,391,308          | —                    | —                 | —               | —                   | —           | —                | —                   | —                          | —                       | —                     | —                     | —                              | —                        |
| Warrants issued as part of stock registrations – refer to Note 14 | —                   | —                   | —               | (148,575)           | —                    | —                 | —               | —                   | —           | —                | —                   | —                          | —                       | —                     | —                     | —                              | —                        |
| Common stock issued as part of debt financing – refer to Note 14  | —                   | —                   | —               | —                   | —                    | —                 | —               | —                   | —           | 18,886           | 2                   | 598,686                    | (598,686)               | 2                     | —                     | —                              | 2                        |
| Common stock issued as part of debt financing – refer to Note 14  | —                   | —                   | —               | —                   | —                    | —                 | —               | —                   | —           | 24,959           | 2                   | 791,201                    | (791,201)               | 2                     | —                     | —                              | 2                        |
| Warrants issued as part of debt financing – refer to Note 14      | —                   | —                   | —               | —                   | —                    | —                 | —               | —                   | —           | —                | —                   | 1,999,396                  | —                       | —                     | 1,999,396             | —                              | 1,999,396                |
| Net losses for the three months ended June 30, 2021               | —                   | —                   | —               | —                   | —                    | —                 | —               | —                   | —           | —                | (1,007,791)         | —                          | —                       | —                     | (1,007,791)           | (2,235,218)                    | (3,243,009)              |
| Stock-based compensation – refer to Note 13                       | —                   | —                   | —               | —                   | —                    | —                 | —               | —                   | —           | —                | —                   | 269,932                    | —                       | —                     | 269,932               | —                              | 269,932                  |
| <b>Balance – June 30, 2021</b>                                    | <b>3,400,000</b>    | <b>\$78,041,113</b> | <b>630,915</b>  | <b>\$18,242,733</b> | <b>\$ —</b>          | <b>\$ 200,000</b> | <b>\$ 200</b>   | <b>\$ 9,395,000</b> | <b>\$ 1</b> | <b>\$ 48,845</b> | <b>\$ 5</b>         | <b>\$ (9,416,262)</b>      | <b>\$8,659,015</b>      | <b>\$ (1,389,888)</b> | <b>\$ (2,146,928)</b> | <b>\$ (5,112,802)</b>          | <b>\$ (7,259,731)</b>    |

- (1) Refer to Note 15- Mezzanine Equity for further discussions  
(2) Refer to Note 19- Aspen Interest ("Olympus") Buyout for further discussions

(3) Refer to Note 14- Stock Issued Under Master Financing Agreements and Warrants for further discussions

(4) Refer to Note 16- Non-controlling Interest for further discussions

The accompanying notes are an integral part of these condensed consolidated financial statements

**STRONGHOLD DIGITAL MINING, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**

June 30, 2021 and June 30, 2020

|   | <b>June 30, 2021</b> | <b>June 30, 2020</b> |
|---|----------------------|----------------------|
|   | <i>(unaudited)</i>   | <i>(unaudited)</i>   |
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                     |                      |                      |
| Net Income/(loss)   | \$ (3,481,965)       | \$ 358,614           |
| Adjustments to reconcile net loss to net cash provided by operating activities: |                      |                      |
| Depreciation and Amortization   | 1,305,174            | 283,453              |
| Forgiveness of PPP loan   | (638,800)            | —                    |
| Realized (gain) loss on sale of derivatives                                     | —                    | (1,207,131)          |
| Realized (gain) loss on sale of digital currency                                | (149,858)            | (1,280)              |
| Stock Compensation  | 269,932              | —                    |
| Impairments on digital currencies   | 375,246              | —                    |
| Changes in fair value of warrant liabilities                                    | 191,477              | —                    |
| (Increase) decrease in assets:  |                      |                      |
| Digital currencies - mining, net of pool fees                                   | (1,840,903)          | (55,301)             |
| Accounts receivable   | (710,720)            | 39,369               |
| Due from related party  | 302,973              | —                    |
| Inventory   | 77,071               | (87,867)             |
| Other current assets  | (134,790)            | (1,196)              |
| Increase (decrease) in liabilities:   |                      |                      |
| Accounts payable  | 5,550,196            | 103,494              |
| Due to related parties  | 319,071              | (325,597)            |
| Accrued liabilities   | 58,866               | (499)                |
| Contract liabilities  | 147,841              | —                    |
|   | <b>1,640,811</b>     | <b>(893,940)</b>     |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>                                     |                      |                      |
| Proceeds from sale of digital currencies  | 584,387              | 27,731               |
| Proceeds from sale of derivatives   | —                    | 1,712,878            |
| Purchase of land  | (29,919)             | —                    |
| Purchase of property, plant and equipment                                       | (12,738,793)         | (403,396)            |
| Equipment purchase deposits- net of future commitments                          | (78,688,465)         | —                    |
|   | <b>(90,872,789)</b>  | <b>1,337,213</b>     |
| <b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>                      |                      |                      |
| <b>CASH FLOWS FROM (USED IN) FINANCING ACTIVITIES</b>                           |                      |                      |
| Payments on long-term debt  | (188,168)            | (162,488)            |
| Proceeds from promissory note   | 39,100,000           | —                    |
| Proceeds from PPP loan  | 841,670              | 638,800              |
| Proceeds from private placements- mezzanine equity (net of fees)                | 97,064,318           | —                    |
| Proceeds/(Payoff) of EIDL loan  | (150,000)            | 160,000              |
| Payoff of related-party notes   | (2,024,250)          | —                    |
| Buyout of Aspen Interest  | (2,000,000)          | —                    |
| Distributions paid  | —                    | (388,100)            |
|   | <b>132,643,570</b>   | <b>248,212</b>       |
| <b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>                      |                      |                      |
| <b>NET INCREASE (DECREASE) IN CASH</b>  | <b>43,411,592</b>    | <b>691,486</b>       |
| <b>CASH - BEGINNING OF PERIOD</b>   | <b>303,187</b>       | <b>134,143</b>       |
| <b>CASH - END OF PERIOD</b>   | <b>\$ 43,714,779</b> | <b>\$ 825,629</b>    |

The accompanying notes are an integral part of these condensed consolidated financial statements



**STRONGHOLD DIGITAL MINING, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED NOTES TO FINANCIAL STATEMENTS**

June 30, 2021 and June 30, 2020

**NOTE 1 – BUSINESS COMBINATIONS**

*Reorganization*

Stronghold Digital Mining, Inc. (“Stronghold Inc.”) was incorporated as a Delaware corporation on March 19, 2021. On April 1, 2021, contemporaneously with a Series A Private Placement, Stronghold Inc. underwent a corporate reorganization pursuant to a Master Transaction Agreement, which will be referred to herein as the “Reorganization.”

Immediately prior to the Reorganization, Q Power directly held all of the equity interests in Stronghold Digital Mining LLC (“SDM”), and indirectly held 70% of the limited partner interests, and all of the general partner interests, in Scrubgrass LP, through wholly owned subsidiaries EIF Scrubgrass, Falcon and Scrubgrass Power. Aspen Scrubgrass Participant LLC held the remaining 30% of the limited partner interests in Scrubgrass LP (“Aspen Interest”). Scrubgrass LP is a Delaware limited partnership originally formed on December 1, 1990 under the name of Scrubgrass Generating Company, L.P. SDM is a Delaware limited liability company originally formed on February 12, 2020 under the name Stronghold Power LLC.

Contemporaneously with the Reorganization, Stronghold Inc. acquired the Aspen Interest using 200,000 shares of newly issued Series A Preferred Stock of Stronghold Inc. and \$2,000,000 from a portion of the proceeds from the Series A Private Placement. The acquisition of the Aspen Interest is a total consideration of \$7,000,000 that consists of the \$2,000,000 in cash plus a valuation of \$5,000,000 for the 200,000 shares of the Series A Preferred Stock at the issuance per share price of \$25, and are classified as permanent equity and not subject to mandatory redemptions as outlined in the Amended and Restated Articles of Incorporation. Pursuant to the Reorganization, Q Power contributed all of its ownership interests in EIF Scrubgrass, Falcon and SDM to Stronghold LLC in exchange for 9,400,000 Stronghold LLC Units, Stronghold Inc. contributed cash (using the remaining proceeds from the Series A Private Placement, net of fees, expenses and amounts paid to Aspen), 9,400,000 shares of Class V common stock of Stronghold Inc. and the Aspen Interest to Stronghold LLC in exchange for 3,600,000 preferred units of Stronghold LLC, and Stronghold LLC immediately thereafter distributed the 9,400,000 shares of Class V common stock to Q Power. In addition, effective as of April 1, 2021, Stronghold Inc. acquired 5,000 Stronghold LLC Units held by Q Power (along with an equal number of shares of Class V common stock) in exchange for 5,000 newly issued shares of Class A common stock.

As a result of the Reorganization, the acquisition of the Aspen Interest and the acquisition of Stronghold LLC Units by Stronghold Inc. discussed above, (a) Q Power acquired and retained 9,395,000 Stronghold LLC Units, 5,000 shares of Class A common stock of Stronghold Inc., and 9,395,000 shares of Class V common stock of Stronghold Inc. effectively giving Q Power approximately 69% of the voting power of Stronghold Inc. and approximately 69% of the economic interest in Stronghold LLC, (b) Stronghold Inc. acquired 3,600,000 preferred units of Stronghold LLC and 5,000 Stronghold LLC Units, effectively giving Stronghold Inc. approximately 31% of the economic interest in Stronghold LLC, (c) Stronghold Inc. became the sole managing member of Stronghold LLC and is responsible for all operational, management and administrative decisions relating to Stronghold LLC’s business and will consolidate financial results of Stronghold LLC and its subsidiaries, (d) Stronghold Inc. became a holding company whose only material asset consists of membership interests in Stronghold LLC, and (e) Stronghold LLC directly or indirectly owns all of the outstanding equity interests in the subsidiaries through which we operate our assets, including Scrubgrass LP and SDM.

Pursuant to the terms of the Preferred Stock, on (i) the date that a registration statement registering the shares of Class A common stock issuable upon the conversion of the Preferred Stock is declared effective by the SEC or (ii) the date on which a “Significant Transaction Event” occurs, as defined in our amended and restated certificate of incorporation, such shares of Preferred Stock will automatically convert into shares of Class A common stock of Stronghold Inc. on a one-to-one basis, subject to certain adjustments as set forth in our amended and restated certificate of incorporation. Correspondingly, pursuant to the Stronghold LLC Agreement, preferred units in Stronghold LLC automatically convert into Stronghold LLC Units on a one-to-one basis under like circumstances (subject to corresponding adjustments). All of the outstanding shares of Preferred Stock will convert into shares of Class A common stock in connection with this offering and, correspondingly, all of the preferred units in Stronghold LLC will convert into Stronghold LLC Units.

On June 29, 2021, Stronghold LLC formed Stronghold Digital Mining Equipment, LLC (“Equipment LLC”).

## *Prior to the Reorganization*

Prior to the Reorganization date of April 1, 2021, Scrubgrass Generating Company, L.P. (“Scrubgrass”) existed as a Delaware limited partnership formed on December 1, 1990. Q Power, LLC existed as a multi-member limited liability company and indirectly held limited and general partner interests of Scrubgrass. Additionally, Aspen Scrubgrass Participant, LLC, a wholly-owned subsidiary of Olympus Power, LLC, was a limited partner of Scrubgrass.

Scrubgrass had two subsidiaries: Clearfield Properties, Inc. (“Clearfield”), which was formed for the purpose of purchasing a 175-acre site in Clearfield County, Pennsylvania, and acquiring access to certain coal material; and Leechburg Properties, Inc. (“Leechburg”), which was formed for the purpose of acquiring access rights to certain waste coal sites. Leechburg was a dormant entity as of June 30, 2021 and December 31, 2020.

Pursuant to an equity Assignment and Assumption agreement dated September 24, 2020, Q Power LLC assigned a 50%-member interest to a second individual. As a result, two individuals were the sole members of Q Power LLC. Stronghold Power LLC (“Stronghold”) was established on February 12, 2020 as a Delaware Limited Liability Company and is 100% owned by Q Power LLC. Stronghold was created to pursue opportunities involving cryptocurrency mining as well as providing hosting services for third-party miners.

Scrubgrass and Stronghold were under common control prior to the Reorganization date of April 1, 2021, and consolidated results reported as of December 31, 2020, and included in the consolidated results for the six months ended June 30, 2021 and 2020.

## **NOTE 2 - NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES**

In most instances, Stronghold Inc. Scrubgrass, SDM, and Equipment LLC will collectively be referred to as the “Company” if a discussion applies to all. Where it may not apply to all, then each company, described as itself, will be specifically noted. “The reported financial statements” assumes both comparative periods are referenced as well as consolidated for each of the respective comparative periods.

### Nature of Operations

The Company operates as a qualifying cogeneration facility (“Facility”) under the provisions of the Public Utilities Regulatory Policies Act of 1978 and sells its electricity into the PJM Interconnection Merchant Market (“PJM”) under an Energy Management Agreement (“EMA”) with Direct Energy Business Marketing, LLC (“DEBM”) effective February 1, 2015. The Company’s primary fuel source is waste coal which is provided by various third parties. Waste coal credits are earned by the Company by generating electricity utilizing coal refuse.

Under the EMA, which was entered into as of January 23, 2015, DEBM agreed to act as the exclusive provider of services for the benefit of the Company related to interfacing with PJM, including handling daily operations of the facility, daily marketing and managing of a certain electric generating facility located in Kennerdell, Pennsylvania, energy management, capacity management and providing market and system information. The term of the agreement was initially through January 31, 2018, with three additional automatic renewal terms that now extends through January 31, 2022. DEBM was paid a monthly fee of \$7,500 in satisfaction of its performance obligation during the term. The total revenue recognized under the EMA is 100% of the reported energy revenue and the total transaction price for the performance obligations vary depending upon market conditions and demand; such as usage and available capacities.

The Company is also a vertically integrated digital currency mining business. The Company buys and maintains a fleet of digital/cryptocurrency mining equipment and the required infrastructure, it also provides power to third party digital currency miners under favorable Power Purchase Agreement (“PPA”) agreements, and it sells energy as a merchant power producer and receives capacity payments from PJM for making its energy available to the grid.

### Basis of Presentation

The unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) for interim financial information and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements and should be read in conjunction with the annual financial statements. These financial statements reflect the consolidated accounts of the Company and wholly owned subsidiaries.

In addition, certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements in order to conform to current presentation. The Company operates on a calendar year basis with the first day of the calendar year being January 1, and the last day of the year ending on December 31.

Additionally, since there are no differences between net income and comprehensive income, all references to comprehensive income have been excluded from the condensed consolidated financial statements.

#### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Cash

Cash and cash equivalents consist of short-term, highly liquid investments with original maturities of three months or less. The Company maintains its cash in non-interest bearing accounts that are insured by the Federal Deposit Insurance Company up to \$250,000. The Company's deposits may, from time to time, exceed the \$250,000 limit; however, management believes that there is no unusual risk present, as the Company places its cash with financial institutions which management considers being of high quality.

#### Digital Currencies

Digital currencies are included in current assets in the reported balance sheets. Digital currencies are recorded at cost less any impairment. Currently Bitcoin constitutes the only cryptocurrency the Company mines or holds in material amounts.

An intangible asset with an indefinite useful life is not amortized but assessed for impairment quarterly as well as annually, or more frequently, when events or changes in circumstances occur indicating that it is more likely than not that the indefinite-lived asset is impaired. Impairment exists when the carrying amount exceeds its fair value. In testing for impairment, the Company has the option to first perform a qualitative assessment to determine whether it is more likely than not that an impairment exists. If it is determined that it is not more likely than not that an impairment exists, a quantitative impairment test is not necessary. If the Company, concludes otherwise, it is required to perform a quantitative impairment test. To the extent an impairment loss is recognized, the loss establishes the new cost basis of the asset. Subsequent reversal of impairment losses is not permitted. The Company accounts for its gains or losses in accordance with the first-in, first-out (FIFO) method of accounting.

The Company performed an impairment test on the reported results and \$(375,246) is recognized as an expense for the six months ended June 30, 2021.

The following table presents the activities of the digital currencies for the six months ended June 30, 2021 and the year ended December 31, 2020:

|  | <u>June 31, 2021</u> | <u>Dec 31, 2020</u> |
|--|----------------------|---------------------|
| Digital currencies at beginning of year            | \$ 228,087           | \$ 15,436           |
| Additions of digital currencies                    | 1,840,903            | 339,456             |
| Realized gain (loss) on sale of digital currencies | 149,858              | 31,810              |
| Impairments  | (375,246)            | —                   |
| Sale of digital currencies                         | (584,387)            | (158,615)           |
| Digital currencies at month ending                 | <u>\$ 1,259,215</u>  | <u>\$ 228,087</u>   |

#### Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. An allowance for doubtful accounts is provided when necessary and is based upon management's evaluation of outstanding accounts receivable at year end. The potential risk is limited to the amount recorded in the financial statements. No allowance was considered necessary as of June 30, 2021 and December 31, 2020.

## Inventory

Waste coal, fuel oil and limestone are valued at the lower of average cost or net realizable value and includes all related transportation and handling costs.

The Company performs periodic assessments to determine the existence of obsolete, slow-moving, and unusable inventory and records necessary provisions to reduce such inventories to net realizable value.

Spare parts inventory is expensed when purchased.

## Derivative Contracts

In accordance with guidance on accounting for derivative instruments and hedging activities all derivatives should be recognized at fair value. Derivatives or any portion thereof, that are not designated as, and effective as, hedges must be adjusted to fair value through earnings. Derivative contracts are classified as either assets or liabilities on the accompanying combined balance sheets. Certain contracts that require physical delivery may qualify for and be designated as normal purchases/normal sales. Such contracts are accounted for on an accrual basis.

The Company uses derivative instruments to mitigate its exposure to various energy commodity market risks. The Company does not enter into any derivative contracts or similar arrangements for speculative or trading purposes. The Company will, at times, sell its forward unhedged electricity capacity to stabilize its future operating margins.

As of June 30, 2021 and December 31, 2020, all derivative contracts were settled.

## Fair Value Measurements

The Company measures at fair value certain of its financial and non-financial assets and liabilities by using a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, essentially an exit price, based on the highest and best use of the asset or liability. The levels of the fair value hierarchy are:

Level 1: Observable inputs such as quoted market prices in active markets for identical assets or liabilities

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data

Level 3: Unobservable inputs for which there is little or no market data, which require the use of the reporting entity's own assumptions.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. As of June 30, 2021 the Company's redeemable preferred warrants are recorded at fair value – refer to Note 14 – Stock Issued Under Master Financing Agreements and Warrants. As of December 31, 2020, the Company does not have any assets or liabilities remeasured at fair value as there were no open positions.

## Property and Equipment

Property and equipment are recorded at cost. Expenditures for major additions and improvements are capitalized and minor replacements, maintenance and repairs are charged to expense as incurred. The Company records all assets associated with the cryptocurrency hosting operations at cost. These assets are comprised of storage trailers and the related electrical components. When property and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the results of operations for the respective period. Depreciation is provided over the remaining estimated useful lives ("EUL") of the related assets using the straight-line method.

The Company's depreciation is based on its Facility being considered a single property unit. Certain components of the Facility may require replacement or overhaul several times over its estimated life. Costs associated with overhauls are recorded as an expense in the period incurred. However, in instances where a replacement of a Facility component is significant and the Company can reasonably estimate the original cost of the component being replaced, the Company will write-off the replaced component and capitalize the cost of the replacement. The component will be depreciated over the lesser of the EUL of the component or the remaining useful life of the Facility.

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of property and equipment may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of property and equipment. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property and equipment is used, and the effects of obsolescence, demand, competition, and other economic factors.

#### Cryptocurrency Machines

Management has assessed the basis of depreciation of the Company's cryptocurrency machines used to verify digital currency transactions and generate digital currencies and believes they should be depreciated over a two-year period. The rate at which the Company generates digital assets and, therefore, consumes the economic benefits of its transaction verification servers are influenced by a number of factors including the following:

1. The complexity of the transaction verification process which is driven by the algorithms contained within the bitcoin open source software.
2. The general availability of appropriate computer processing capacity on a global basis (commonly referred to in the industry as hashing capacity which is measured in Petahash units); and
3. Technological obsolescence reflecting rapid development in the transaction verification server industry such that more recently developed hardware is more economically efficient to run in terms of digital assets generated as a function of operating costs, primarily power costs, i.e. the speed of hardware evolution in the industry is such that later hardware models generally have faster processing capacity combined with lower operating costs and a lower cost of purchase.

The Company operates in an emerging industry for which limited data is available to make estimates of the useful economic lives of specialized equipment. Management has determined that two years best reflects the current expected useful life of transaction verification servers. This assessment takes into consideration the availability of historical data and management's expectations regarding the direction of the industry including potential changes in technology. Management will review this estimate annually and will revise such estimate as and when data becomes available.

To the extent that any of the assumptions underlying management's estimate of useful life of its transaction verification servers are subject to revision in a future reporting period either as a result of changes in circumstances or through the availability of greater quantities of data then the estimated useful life could change and have a prospective impact on depreciation expense and the carrying amounts of these assets.

#### Asset Retirement Obligations

Asset retirement obligations, including those conditioned on future events, are recorded at fair value in the period in which they are incurred, if a reasonable estimate of fair value can be made. The associated asset retirement costs are capitalized as part of the carrying amount of the related long-lived asset in the same period. In each subsequent period, the liability is accreted to its present value and the capitalized cost is depreciated over the EUL of the long-lived asset. If the asset retirement obligation is settled for other than the carrying amount of the liability, the Company recognizes a gain or loss on settlement. The Company's asset retirement obligation represents the cost the Company would incur to perform environmental clean-up or dismantle certain portions of the Facility.

#### Revenue Recognition

The Company recognizes revenue under ASC 606, Revenue from Contracts with Customers. The core principle of this revenue standard is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The following five steps are applied to achieve that core principle:

1. Step 1: Identify the contract with the customer
2. Step 2: Identify the performance obligations in the contract
3. Step 3: Determine the transaction price

4. Step 4: Allocate the transaction price to the performance obligations in the contract
5. Step 5: Recognize revenue when the Company satisfies a performance obligation

In order to identify the performance obligations in a contract with a customer, a company must assess the promised goods or services in the contract and identify each promised good or service that is distinct. A performance obligation meets ASC 606's definition of a "distinct" good or service (or bundle of goods or services) if both of the following criteria are met: The customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer (i.e., the good or service is capable of being distinct), and the entity's promise to transfer the good or service to the customer is separately identifiable from other promises in the contract (i.e., the promise to transfer the good or service is distinct within the context of the contract).

If a good or service is not distinct, the good or service is combined with other promised goods or services until a bundle of goods or services is identified that is distinct.

The transaction price is the amount of consideration to which an entity expects to be entitled in exchange for transferring promised goods or services to a customer. The consideration promised in a contract with a customer may include fixed amounts, variable amounts, or both.

When determining the transaction price, an entity must consider the effects of all of the following:

- Variable consideration
- Constraining estimates of variable consideration
- The existence of a significant financing component in the contract
- Noncash consideration
- Consideration payable to a customer

Variable consideration is included in the transaction price only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. The transaction price is allocated to each performance obligation on a relative standalone selling price basis. The transaction price allocated to each performance obligation is recognized when that performance obligation is satisfied, at a point in time or over time as appropriate. There were no revenue streams with variable consideration during the six months ended June 30, 2021 and 2020.

There is currently no specific definitive guidance under GAAP or alternative accounting framework for the accounting for cryptocurrencies recognized as revenue or held, and management has exercised significant judgment in determining the appropriate accounting treatment. In the event authoritative guidance is enacted by the FASB, the Company may be required to change its policies, which could have an effect on the Company's condensed consolidated financial position and results from operations.

Fair value of the digital asset award received is determined using the average U.S. dollar spot rate of the related digital currency at the time of receipt.

The Company's policies with respect to its revenue streams are detailed below.

#### *Energy Revenue*

The Company operates as a market participant through PJM Interconnection, a Regional Transmission Organization ("RTO") that coordinates the movement of wholesale electricity. The Company sells energy in the wholesale generation market in the PJM RTO. Energy revenues are delivered as a series of distinct units that are substantially the same and that have the same pattern of transfer to the customer over time and are therefore accounted for as a distinct performance obligation. The transaction price is based on pricing published in the day ahead market which constitute the stand-alone selling price.

Energy revenue is recognized over time as energy volumes are generated and delivered to the RTO (which is contemporaneous with generation), using the output method for measuring progress of satisfaction of the performance

obligation. The Company applies the invoice practical expedient in recognizing energy revenue. Under the invoice practical expedient, energy revenue is recognized based on the invoiced amount which is considered equal to the value provided to the customer for the Company's performance obligation completed to date.

Reactive energy power is provided to maintain a continuous voltage level. Revenue from reactive power is recognized ratably over time as the Company stands ready to provide it if called upon by the PJM RTO.

#### *Capacity Revenue*

The Company provides capacity to a customer through participation in capacity auctions held by the PJM RTO. Capacity revenues are a series of distinct performance obligations that are substantially the same and that have the same pattern of transfer to the customer over time and are therefore accounted for as a distinct performance obligation. The transaction price for capacity is market-based and constitutes the stand-alone selling price. As capacity represents the Company's stand-ready obligation, capacity revenue is recognized as the performance obligation is satisfied ratably over time, on a monthly basis, since the Company stands ready equally throughout the period to deliver power to the PJM RTO if called upon. The Company applies the invoice practical expedient in recognizing capacity revenue. Under the invoice practical expedient, capacity revenue is recognized based on the invoiced amount which is considered equal to the value provided to the customer for the Company's performance obligation completed to date. Penalties may be assessed by the PJM RTO against generation facilities if the facility is not available during the capacity period. The penalties assessed by the PJM RTO, if any, are recorded as a reduction to capacity revenue when incurred.

#### *Cryptocurrency Hosting*

The Company has entered into customer hosting contracts whereby the Company provides electrical power to cryptocurrency mining customers, and the customers pay a stated amount per MWh ("Contract Capacity"). This amount is paid monthly in advance. Amounts used in excess of the Contract Capacity are billed based upon calculated formulas as contained in the contracts. If any shortfalls occur due to outages, make-whole payment provisions contained in the contracts are used to offset the billings to the customer which prevented them from cryptocurrency mining. Advanced payments and customer deposits are reflected as contract liabilities.

#### *Cryptocurrency Mining*

The Company has entered into digital asset mining pools by executing contracts, as amended from time to time, with the mining pool operators to provide computing power to the mining pool. The contracts are terminable at any time by either party and the Company's enforceable right to compensation only begins when the Company provides computing power to the mining pool operator. In exchange for providing computing power, the Company is entitled to a fractional share of the fixed cryptocurrency award the mining pool operator receives (less digital asset transaction fees to the mining pool operator which are recorded as a component of cost of revenues), for successfully adding a block to the blockchain. The terms of the agreement provide that neither party can dispute settlement terms after thirty-five days following settlement. The Company's fractional share is based on the proportion of computing power the Company contributed to the mining pool operator to the total computing power contributed by all mining pool participants in solving the current algorithm.

Providing computing power in digital asset transaction verification services is an output of the Company's ordinary activities. The provision of providing such computing power is the only performance obligation in the Company's contracts with mining pool operators. The transaction consideration the Company receives, if any, is noncash consideration, which the Company measures at fair value on the date received, which is not materially different than the fair value at contract inception or the time the Company has earned the award from the pools. The consideration is all variable. Because it is not probable that a significant reversal of cumulative revenue will not occur, the consideration is constrained until the mining pool operator successfully places a block (by being the first to solve an algorithm) and the Company receives confirmation of the consideration it will receive, at which time revenue is recognized. There is no significant financing component in these transactions.

Fair value of the cryptocurrency award received is determined using the quoted price of the related cryptocurrency at the time of receipt. There is currently no specific definitive guidance under GAAP or alternative accounting framework for the accounting for cryptocurrencies recognized as revenue or held, and management has exercised significant judgment in determining the appropriate accounting treatment. In the event authoritative guidance is enacted by the FASB, the Company may be required to change its policies, which could have an effect on the Company's consolidated financial position and results from operations.

### Waste Coal Credits

Waste coal credits are issued by the Commonwealth of Pennsylvania. Facilities that generate electricity by using coal refuse for power generation, control acid gasses for emission control, and use the ash produced to reclaim mining-affected sites are eligible for such credits. Income related to these credits is recorded upon cash receipt and within other income.

### *Renewable Energy Credits (RECs)*

The Company uses coal refuse, which is classified as a Tier II Alternative Energy Source under Pennsylvania law, to produce energy to sell to the open market (“the grid”). A third party acts as the benefactor, on behalf of the Company, in the open market and is invoiced as RECs are realized. These credits are recognized as a contra-expense to offset the fuel costs to produce this refuse. This is per GAAP guidance that these costs held in inventory to then produce the energy to qualify for the credits are a compliance cost and should offset operating costs when expensed. Refer to Note 18 – Renewable Energy Credits (“RECs”).

### Segments

Accounting guidance establishes standards for the way public business enterprises are to report information about operating segments in annual financial statements and requires enterprises to report selected information about operating segments in financial reports issued to stockholders. The Company has reorganized into two operating segments, which consist of Energy Operations and Cryptocurrency Operations. See Note 12 – Segment Reporting.

### Redeemable preferred stock

The Series A and Series B redeemable Preferred stock (the “Preferred Stock”) (as described in Note 15 – Mezzanine Equity) is reported as a mezzanine obligation between liabilities and stockholders’ equity due to certain redemption features being outside the control of the Company.

### Loss per share

Basic net (loss) income per share (“EPS”) of common stock is computed by dividing net loss by the weighted average number of shares of common stock outstanding or shares subject to exercise for a nominal value during the period. Diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that then shared in the earnings of the entity.

Since the Company has incurred a loss for the period ended June 30, 2021, basic and diluted net loss per share is the same. At December 31, 2020 there were no potential dilutive securities outstanding. See Note 17 – Earnings (Loss) Per Share.

### Income Taxes

#### *Reorganization*

Upon completion of the Reorganization, the Company is organized as an “Up-C” structure in which substantially all of the assets and business of the consolidated Company are held by Stronghold Inc. through its subsidiaries, and the Company’s direct assets largely consist of cash and investments in subsidiaries. For income tax purposes, the portion of the Company’s earnings allocable to Stronghold, Inc. is subject to corporate level tax rates at the federal and state levels. Therefore, the income taxes recorded prior to the Reorganization are not representative of the income taxes after the Reorganization.

Stronghold, Inc. and its indirectly owned corporate subsidiaries Clearfield and Leechburg account for income taxes under the asset and liability method, in which deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in operations in the period that includes the enactment date. A valuation allowance is required to the extent any deferred tax assets may not be realizable. Based on the Company’s evaluation and application of ASC Topic 740, Income Taxes (“ASC 740”), the Company has determined that the utilization of the deferred tax assets is not more likely than not, and therefore the Company has recorded a valuation allowance against the net deferred tax assets of the Company as well as Clearfield



and Leechburg. Factors contributing to this assessment are the Company's cumulative and current losses, as well as the evaluation of other sources of income as outlined in ASC 740. The Company continues to evaluate the likelihood of the utilization of deferred tax assets, and while the valuation allowance remains in place, we expect to record no income tax expense or benefit.

ASC 740 also clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. ASC 740 also provides guidance on derecognition, classification, interest and penalties, accounting in interim period, disclosure and transition. Based on the Company's evaluation, it has been concluded that there are no significant uncertain tax positions requiring recognition in the Company's consolidated financial statements. The Company believes that its income tax positions and deductions would be sustained on audit and does not anticipate any adjustments that would result in material changes to its financial position.

Stronghold, Inc.'s subsidiaries Scrubgrass and SDM are structured as flow-through entities; and therefore the taxable income or loss of Scrubgrass and SDM is included in the income tax returns of the partners, including Stronghold, Inc. Application of ASC 740 to these entities results in no recognition of federal or state income taxes at the entity level. The portion of Scrubgrass and SDM's activities that are allocable to the Company will increase the Company's taxable income or loss and be accounted for under ASC 740 at the Company.

Based on the Company's evaluation, it has been concluded that there are no significant uncertain tax positions requiring recognition in the Company's consolidated financial statements. The Company believes that its income tax positions and deductions would be sustained on audit and does not anticipate any adjustments that would result in material changes to its financial position. Although the Company has not filed a corporate tax return, the basis of tax positions applied to our tax provisions substantially comply with applicable federal and state tax regulations, and we acknowledge the respective taxing authorities may take contrary positions based on their interpretation of the law. A tax position successfully challenged by a taxing authority could result in an adjustment to our provision or benefit for income taxes in the period in which a final determination is made.

#### *Prior to the Reorganization*

Scrubgrass and Stronghold were structured as a limited partnership and limited liability company, respectively; therefore the taxable income or loss of the Company is included in the income tax returns of the individual partners. Accordingly, no recognition has been given to federal or state income taxes in the accompanying financial statements.

Scrubgrass' two subsidiaries, Clearfield and Leechburg, are corporations for federal and state income tax purposes. Income taxes attributable to Clearfield and Leechburg are provided based on the asset and liability method of accounting pursuant to the Income Taxes Topic of the FASB ASC 740. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all, of the deferred tax asset will not be realized. Clearfield and Leechburg have not recorded any temporary differences resulting in either a deferred tax asset or liability as of December 31, 2020.

Clearfield and Leechburg follow the Accounting for Uncertainty in Income Taxes Sub-Topic of the FASB ASC 740 which governs the accounting for uncertainty in income taxes. Pursuant to this Sub-Topic, a tax position can be recognized in the financial statements only when it is more likely than not that the position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. A position that meets this standard is measured as the largest amount of benefit that will more likely than not be realized upon settlement. A liability is established for differences between positions taken in a tax return and amounts recognized in the financial statements. Clearfield and Leechburg did not recognize an impact under this Sub-Topic for the years ending December 31, 2020. As of December 31, 2020, the tax years ended December 31, 2017 through 2020 are open for potential examination by taxing authorities.

#### Adoption of New Accounting Standard

As of January 1, 2019, the Company adopted ASU 2014-09, Revenue from Contracts with Customers (Topic 606). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, Revenue Recognition, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The Company adopted

Topic 606 under the modified retrospective approach whereby the cumulative effect of adopting the new guidance was recognized on the date of initial application. The adoption of ASC 606 did not result in a change to the accounting for revenue, as such, no cumulative effect adjustment was recorded.

### NOTE 3 - INVENTORIES

Inventories consist of the following components as of June 30, 2021 and December 31, 2020:

|               | <u>June 30, 2021</u> | <u>Dec 31, 2020</u> |
|---------------|----------------------|---------------------|
| Waste coal    | \$ 266,823           | \$ 342,476          |
| Fuel oil      | 42,735               | 33,243              |
| Limestone     | 10,264               | 21,173              |
| <b>TOTALS</b> | <u>\$ 319,822</u>    | <u>\$ 396,892</u>   |

### NOTE 4 – EQUIPMENT DEPOSITS

Equipment deposits are contractual agreements with three vendors to deliver and install miners at future dates. The following details the vendors, miner models, miner counts, and expected delivery months. The Company is contractually committed to take future deliveries, and portions of the equipment are collateralized against the WhiteHawk promissory note as disclosed in Note 6 – Long-Term Debt. With the exception of Cryptech, where there is an installment payments plan, all unpaid deposits will be made on the last month referenced in the timeframe below. The delivery timeframe for the 2,400 Cryptech miners will be in equal installments of 200 per month for 12 months starting in November 2021. Deliveries for the other vendors vary within the referenced timeframes.

| <u>Vendor</u> | <u>Model</u> | <u>Count</u>  | <u>Delivery Timeframe</u> | <u>Total Commitments</u> | <u>Unpaid [A]</u>      | <u>Equipment Deposits</u> |
|---------------|--------------|---------------|---------------------------|--------------------------|------------------------|---------------------------|
| Minerva       | MinerVA      | 15,000        | Oct '21 - Jan '22         | \$ 73,387,500            | (14,677,500)           | 58,710,000                |
| Cryptech      | Bitmain      | 2,400         | Nov '21 - Oct '22         | 12,660,000               | (8,440,000)            | 4,220,000                 |
| Vendor        | MicroBT      | 9,900         | Sep '21 - Jan '22         | 21,011,287               | (5,252,822)            | 15,758,465                |
| <b>Totals</b> |              | <u>27,300</u> |                           | <u>\$ 107,058,787</u>    | <u>\$ (28,370,322)</u> | <u>\$ 78,688,465</u>      |

[A] Future commitments still owed to each vendor. Refer to Note 8 – Contingencies and Commitments for further details.

### NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment consist of the following as of June 30, 2021 and December 31, 2020:

|   | <u>Useful Lives<br/>(Yrs)</u> | <u>June 30, 2021</u> | <u>Dec 31, 2020</u> |
|---|-------------------------------|----------------------|---------------------|
| Electric Plant                              | 60                            | \$ 30,288,979        | \$ 30,288,979       |
| Power Transformers                          | 30                            | 2,162,386            | —                   |
| Machinery and equipment                     | 5 - 20                        | 3,600,197            | 2,862,736           |
| Cryptocurrency Machines & Powering Supplies | 2 - 3                         | 6,387,432            | —                   |
| Computer hardware and software              | 3 - 5                         | 4,236                | 5,062               |
| Vehicles & Trailers                         | 5 - 7                         | 81,733               | 81,733              |
| Construction in progress                    | Not Depreciable               | 4,997,866            | 1,544,536           |
| Asset retirement obligation                 | 5                             | 79,848               | 79,848              |
|   |                               | <u>47,602,678</u>    | <u>34,862,894</u>   |
| Accumulated depreciation and amortization   |                               | (28,342,347)         | (27,048,695)        |
| <b>TOTALS</b>                               |                               | <u>\$ 19,260,330</u> | <u>\$ 7,814,199</u> |

#### *Construction in Progress*

Construction in progress consists of various projects to build out the cryptocurrency machine power infrastructure and is not depreciable until the asset is considered in service and successfully powers and runs the attached cryptocurrency machines. Completion of these projects will have various rollouts of power transformed containers, along with the

powering supplies, and are designed to calibrate power from the plant to the container that houses multiple cryptocurrency machines. Currently, the balance of \$4,997,866, as of June 30, 2021, represents three open contracts with a vendor that have future completion dates scheduled for the remainder of the year. As of June 30, 2021, there are currently 12 Power Transformers in service with a depreciable cost of \$2,162,386.

*Depreciation and Amortization*

Depreciation and amortization charged to operations was \$1,305,174 and \$283,453 for the six months ended June 30, 2021 and June 30, 2020 respectively.

**NOTE 6 – LONG-TERM DEBT**

Long-term debt consisted of the following as of June 30, 2021 and December 31, 2020:

|   | <u>June 30, 2021</u> |     | <u>Dec 31, 2020</u> |
|---|----------------------|-----|---------------------|
| \$66,076 loan for equipment with monthly payments of \$1,537 with interest at 5.55%, due July 2021.         | \$ 9,077             | \$  | 16,440              |
| \$75,000 loan for equipment with monthly payments of \$2,489 with interest at 12.67%, due April 2021.       | —                    |     | 14,934              |
| \$142,000 loan for equipment with monthly payments of \$4,620 with interest at 11.21%, due April 2021.      | —                    |     | 18,056              |
| \$70,000 loan for equipment with monthly payments of \$2,300 with interest at 11.92%, due April 2021.       | 7,312                |     | 8,974               |
| \$499,520 loan for equipment with monthly payments of \$8,863 with interest at 2.49% due December 2023.     | 282,406              |     | 333,599             |
| \$499,895 loan for equipment with monthly payments of \$11,054 with interest at 2.95% due July 2023.        | 308,349              |     | 371,490             |
| <br>  |                      |     |                     |
| \$212,675 loan for equipment with monthly payments of \$7,239 with interest at 6.75% due October 2022.      | 136,579              |     | 168,397             |
| \$40,000,000 loan for equipment with monthly payments of \$1,845,747 with interest at 10.00% due June 2023. | 40,000,000           | [A] | —                   |
|   | <u>40,743,723</u>    |     | <u>931,890</u>      |
| Less current portions, deferred costs, & discounts  |                      |     |                     |
| Outstanding loan  | 18,972,445           |     | 449,447             |
| Deferred debt issuance costs  | 900,000              | [A] | —                   |
| Discounts from issuance of warrants   | 1,999,396            | [A] | —                   |
|   | <u>\$ 18,871,881</u> |     | <u>\$ 482,443</u>   |

[A] The WhiteHawk promissory note has a term of 24 months. Deferred debt issuance costs of \$900,000 are amortized over the term of the loan using the straight-line method. Refer to Note 14 – Stock Issued Under Financing Agreements and Warrants for further discussions.

Future scheduled maturities on the outstanding borrowings for each of the next three years as of June 30, 2021 are as follows:

| <u>Years ending December 31:</u> |                      |
|----------------------------------|----------------------|
| 2021                             | \$ 9,527,234         |
| 2022                             | 20,276,119           |
| 2023                             | 10,940,370           |
|                                  | <u>\$ 40,743,723</u> |

#### **NOTE 7 – CONCENTRATIONS**

Credit risk is the risk of loss the Company would incur if counterparties fail to perform their contractual obligations (including accounts receivable). The Company primarily conducts business with counterparties in the crypto mining and energy industry. This concentration of counterparties may impact the Company's overall exposure to credit risk, either positively or negatively, in that its counterparties may be similarly affected by changes in economic, regulatory or other conditions. The Company mitigates potential credit losses by dealing, where practical, with counterparties that are rated at investment grade by a major credit agency or have a history of reliable performance within the crypto mining and energy industry.

Financial instruments which potentially expose the Company to concentrations of credit risk consist primarily of cash and accounts receivable. Cash and cash equivalents customarily exceed federally insured limits. The Company's significant credit risk is primarily concentrated with Direct Energy Business Marketing LLC ("DEBM"), which amounted to approximately 100% of the Company's energy revenues for the six months ending June 30, 2021 and 2020. DEBM accounted for 41% and 38% of the Company's accounts receivable balance as of June 30, 2021 and December 31, 2020, respectively.

For the six months ended June 30, 2021 and 2020, the Company purchased 35% and 99% of coal from two related parties, respectively. See Note 9-Related-Party Transactions for further information.

The Company has entered into various Master Equipment Financing Agreements that have future delivery and installation timeframes for approximately 27,200 miners. There can exist a risk of not achieving the expected delivery timelines as well as the timeliness of generating guaranteed targeted terahash by each miner. This risk is not quantifiable at this time. See Note 8 – Contingencies and Commitments for further information.

#### **NOTE 8 – CONTINGENCIES AND COMMITMENTS**

##### **A. Legal Proceedings**

The Company experiences routine litigation in the normal course of business. Management is of the opinion that none of this routine litigation will have a material adverse effect on the Company's reported financial position or results of operations.

##### **Equipment Agreements**

As discussed in Note 4, the Company has entered into various equipment contracts to purchase miners. Most of these contracts require a percentage of deposits upfront and subsequent future payments to cover the contracted purchase price of the equipment. Details of each agreement are summarized below.

##### ***Minerva Semiconductor Corp***

On April 2, 2021, the Company entered into a purchase agreement (the "Minerva Purchase Agreement") with Minerva Semiconductor Corp ("Minerva") for the acquisition of 15,000 of their MV7 ASIC SHA256 model cryptocurrency miner equipment (miners) with a total terahash to be delivered equal to 1.5 million terahash (total terahash). The price per miner is \$4,892.50 for an aggregate purchase price of \$73,387,500 to be paid in installments. The first installment equal to 60% of the purchase price, or \$44,032,500, was paid on April 2, 2021, and an additional payment of 20% of the purchase price, or \$14,677,500, was paid June 2, 2021. The remaining 20% is still owed and is scheduled to be made one month before the

shipping date. The seller anticipates shipping no less than 15,000 miners by January 2022. Anticipated delivery quantities and timeframe will be no less than 2,500 miners by October 31, 2021, no less than 5,000 miners by November 30, 2021, no less than 5,000 by December 31, 2021, and the remaining 2,500 by January 2022. The aggregate purchase price does not include shipping costs, which are the responsibility of the Company and shall be determined at which time the miners are ready for shipment.

*Nowlit Solutions Corp*

The Company entered into a hardware purchase and sales agreement with Nowlit Solutions Corp effective April 1, 2021. Hardware includes, but is not limited to ASIC Miners, power supply units, power distribution units and replacement fans for ASIC Miners. All hardware must be paid for in advance before being shipped to the Company. The Company made payments to this party totaling \$5,657,432 in April 2021 and costs have been capitalized and reported as property and equipment.

*Cryptech Solutions*

The Company entered into a hardware purchase and sales agreement with Cryptech Solutions (“Cryptech”) effective April 1, 2021. Hardware includes, but is not limited to ASIC Miners, power supply units, power distribution units and replacement fans for ASIC Miners. Total purchase price is \$12,660,000 for 2,400 BitmainS19j miners to be delivered monthly in equal quantities (200/month) from November 2021 through October 2022. All hardware must be paid for in advance before being shipped to the Company.

The Company made a 30% down payment of \$3,798,000 on April 1, 2021 with the remaining 70% or \$8,862,000 agreed to be paid in 17 installments. There have been 2 installments totaling \$422,000 paid before June 30, 2021; with the outstanding amount still owed under this agreement of \$8,440,000 as of June 30, 2021. Representing 15 installments remaining through September 2022:

|          | PURCHASE PRICE        | \$ 12,660,000  |
|----------|-----------------------|----------------|
|          | April 2021 - 30%      | \$ (3,798,000) |
|          | Remaining Balance PMT | \$ 8,862,000   |
| Date     |                       |                |
| 05/01/21 | \$ (211,000)          | \$ 8,651,000   |
| 06/01/21 | \$ (211,000)          | \$ 8,440,000   |
| 07/01/21 | \$ (211,000)          | \$ 8,229,000   |
| 08/01/21 | \$ (211,000)          | \$ 8,018,000   |
| 09/01/21 | \$ (211,000)          | \$ 7,807,000   |
| 10/01/21 | \$ (738,500)          | \$ 7,068,500   |
| 11/01/21 | \$ (738,500)          | \$ 6,330,000   |
| 12/01/21 | \$ (738,500)          | \$ 5,591,500   |
| 01/01/22 | \$ (738,500)          | \$ 4,853,000   |
| 02/01/22 | \$ (738,500)          | \$ 4,114,500   |
| 03/01/22 | \$ (738,500)          | \$ 3,376,000   |
| 04/01/22 | \$ (738,500)          | \$ 2,637,500   |
| 05/01/22 | \$ (527,500)          | \$ 2,110,000   |
| 06/01/22 | \$ (527,500)          | \$ 1,582,500   |
| 07/01/22 | \$ (527,500)          | \$ 1,055,000   |
| 08/01/22 | \$ (527,500)          | \$ 527,500     |
| 09/01/22 | \$ (527,500)          | \$ —           |

#### Vendor

On April 14, 2021, the Company entered into an agreement with a vendor to provide approximately 9,900 miners at a cost of approximately \$21,011,287. The Company was required to make an initial payment on the miners that are expected to begin delivery in September 2021. The Company made a 75% deposit of \$15,758,432 on April 14, 2021, and the remaining 25% of \$5,252,822 is due 40 days prior to the final delivery date. Once operational, after deducting an amount equal to \$0.027/kWh for the actual power used, 65% of all cryptocurrency revenue generated by the miners shall be payable to the Company and 35% of all cryptocurrency revenue generated by the miners shall be payable to this party or its designee. As of June 30, 2021, there are no miners operating that will obligate the Company to pay the 35% revenue share.

The following are the outstanding future commitments still owed as of June 30, 2021:

| Vendor   | Model   | Count  | Delivery Timeframe | Future Payments | Future Payments |              |           |
|----------|---------|--------|--------------------|-----------------|-----------------|--------------|-----------|
|          |         |        |                    |                 | < 1 year        | 2 years      | 3-5 years |
| Minerva  | MinerVA | 15,000 | Oct '21 - Jan '22  | \$ 14,677,500   | \$ 14,677,500   | \$ —         | \$ —      |
| Cryptech | Bitmain | 2,400  | Nov '21 - Oct '22  | 8,440,000       | 6,857,500       | 1,582,500    | —         |
| Vendor   | MicroBT | 9,900  | Sep '21 - Jan '22  | 5,252,822       | 5,252,822       | —            | —         |
| Totals   |         | 27,300 |                    | \$ 28,370,322   | \$ 6,787,822    | \$ 1,582,500 | \$ —      |

#### Waste Coal Agreement

The Company is obligated under a Waste Coal Agreement (the "WCA") to take minimum annual delivery of 200,000 tons of waste coal as long as there is a sufficient quantity of Waste Coal that meets the Average Quality Characteristics. Under the terms of the WCA, the Company is not charged for the waste coal itself but is charged a \$6.07 per ton base handling fee as it is obligated to mine, process, load and otherwise handle the waste coal for itself and also for other customers of Coal Valley Sales, LLC ("CVS") from the Russellton site specifically. The Company is also obligated to unload and properly dispose of ash at the Russellton site.

A reduced handling fee is charged at \$1.00 per ton for any tons in excess of the minimum take of 200,000 tons.

The Company is the designated operator at the Russellton site and therefore is responsible for complying with all state and federal requirements and regulations.

In December 2020, the Company notified CVS by letter that it intends to restart operations at Russellton during the first quarter of 2021. It proposed a ramp-up of tons and payments at \$25,000 a month until the economics of the plant steady and return to the minimum take per the contract. Subsequent to March 31, 2021, the Company has resumed the semi-monthly minimum payments of approximately \$53 thousand per the WCA.

The Company purchased coal from Coal Valley Properties, LLC, a single-member LLC which is entirely owned by one individual that has ownership in Q Power LLC, and from CVS. CVS is a single-member LLC which is owned by a coal reclamation partnership of which an owner of Q Power LLC has a direct and an indirect interest in the partnership of 16.26%.

Coal purchases under this agreement for the six months ended June 30, 2021 and June 30, 2020 are as follows:

|                             | <u>June 30, 2021</u> | <u>June 30, 2020</u> |
|-----------------------------|----------------------|----------------------|
| Coal Purchases:             |                      |                      |
| Coal Valley Properties, LLC | \$ —                 | \$ —                 |
| Coal Valley Sales, LLC      | 408,500              | —                    |
| TOTALS                      | <u>\$ 408,500</u>    | <u>\$ —</u>          |

#### **NOTE 9 – RELATED-PARTY TRANSACTIONS**

The Company had various related party agreements and transactions for the periods prior to the date of reorganization on April 1, 2021.

##### Management Services Agreement

On May 10, 2021, a new management and advisory agreement was entered into between Q Power LLC, and William Spence. In consideration of consultant's performance of the services thereunder, Q Power LLC will pay Mr. Spence a fee at the rate of \$50,000 per complete calendar month (pro-rated for partial months) that Mr. Spence provides services thereunder, payable in arrears. The previous agreement requiring monthly payments of \$25,000 was terminated. Q Power LLC will not be liable for any other payments to Mr. Spence including, but not limited to, any cost or expenses incurred by Mr. Spence in the course of performing his obligations thereunder.

Based on this agreement, the Company made a payment of \$150,000 in arrears for the three months ending March 31, 2021, and monthly payments of \$50,000 for the three months ended June 30, 2021. A total of \$300,000 for the six months ended June 30, 2021.

In June 2021, the companies repaid \$2,093,018, plus accrued interest, in related party notes with Greg Beard and William Spence.

Per the Waste Coal Agreement, the Company purchased coal from the following related parties for the six months ended June 30, 2021 and the six months ended June 30, 2020, as follows:

|                             | <u>June 30, 2021</u> | <u>June 30, 2020</u> |
|-----------------------------|----------------------|----------------------|
| Coal Purchases:             |                      |                      |
| Coal Valley Properties, LLC | \$ —                 | \$ —                 |
| Coal Valley Sales, LLC      | 408,500              | —                    |
| TOTALS                      | <u>\$ 408,500</u>    | <u>\$ —</u>          |

Amounts due to related parties as of June 30, 2021 and December 31, 2020:

|                             | <u>June 30, 2021</u> | <u>Dec 31, 2020</u> |
|-----------------------------|----------------------|---------------------|
| Payables:                   |                      |                     |
| Coal Valley Properties, LLC | \$ 188,338           | \$ 188,338          |
| Q Power LLC                 | 660,000              | 510,000             |
| Coal Valley Sales, LLC      | 169,071              | —                   |
| TOTALS                      | <u>\$ 1,017,409</u>  | <u>\$ 698,338</u>   |

\$23 thousand was paid to Beard Aviation LLC for various company-related business trips. Beard Aviation LLC is owned by the CEO of Stronghold Inc.

#### **NOTE 10 - PAYCHECK PROTECTION PROGRAM LOAN, ECONOMIC INJURY DISASTER LOAN**

On March 16, 2021, the Company received a round 2 PPP loan in the amount of \$841,670 that accrues an interest of 1% per year; and matures on the fifth anniversary of the date of the note. In January 2021, the Company was granted relief as forgiveness for the round 1 PPP loan in the amount of \$638,800.

On June 8, 2021, the Company repaid the Economic Injury Disaster Loan (“EIDL”), received on March 31, 2020, in the amount of \$150,000. This loan, plus accrued interest, was outstanding as of December 31, 2020.

#### **NOTE 11 - COVID-19**

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Company’s financial condition, liquidity, and future results of operations. Management is actively monitoring the global situation on its financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Company is not able to estimate the future effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity.

#### **NOTE 12 – SEGMENT REPORTING**

Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly in deciding how to allocate resources and in assessing performance. Our chief executive officer is the primary decision-maker. The Company functions in two operating segments about which separate financial information is available as follows:



Reportable segment results for the six months ending June 30, 2021 and June 30, 2020 are as follows:

|   | Six Months Ended,                   |                                     |
|---|-------------------------------------|-------------------------------------|
|   | June 30, 2021<br><i>(unaudited)</i> | June 30, 2020<br><i>(unaudited)</i> |
| <b>Operating Revenues</b>   |                                     |                                     |
| Energy Operations   | \$ 4,803,181                        | \$ 2,088,064                        |
| Cryptocurrency Operations   | 3,083,421                           | 80,228                              |
| <b>Total Operating Revenues</b>   | <u>\$ 7,886,602</u>                 | <u>\$ 2,168,292</u>                 |
| <b>Net Operating Income/(Loss)</b>  |                                     |                                     |
| Energy Operations   | \$ (3,504,267)                      | \$ (598,807)                        |
| Cryptocurrency Operations   | 802,397                             | 72,205                              |
| <b>Net Operating Income/(Loss)- excluding Depreciation and Amortization</b> | <u>\$ (2,701,870)</u>               | <u>\$ (526,602)</u>                 |
| <b>Net Operating Income/(Loss)- including Depreciation and Amortization</b> | <u>\$ (4,007,044)</u>               | <u>\$ (810,055)</u>                 |
| <b>Depreciation and Amortization</b>  |                                     |                                     |
| Energy Operations   | \$ (281,538)                        | \$ (283,453)                        |
| Cryptocurrency Operations   | (1,023,636)                         | —                                   |
| <b>Total Depreciation &amp; Amortization</b>                                | <u>\$ (1,305,174)</u>               | <u>\$ (283,453)</u>                 |
| <b>Interest Expense</b>   |                                     |                                     |
| Energy Operations   | \$ (68,305)                         | \$ (74,500)                         |
| Cryptocurrency Operations   | (65,777)                            | —                                   |
| <b>Total Interest Expense</b>   | <u>\$ (134,082)</u>                 | <u>\$ (74,500)</u>                  |
| <b>Other Income/(Expenses)</b>  |                                     |                                     |
| Energy Operations   | \$ 662,596                          | \$ 1,243,169                        |
| Cryptocurrency Operations   | (3,434)                             | —                                   |
| <b>Total Other Income/(Expenses)</b>  | <u>\$ 659,162</u>                   | <u>\$ 1,243,169</u>                 |
| <b>Net Income / (Loss)</b>  |                                     |                                     |
| Energy Operations   | \$ (3,191,514)                      | \$ 286,409                          |
| Cryptocurrency Operations   | (290,451)                           | 72,205                              |
| <b>Net Income / (Loss)</b>  | <u>\$ (3,481,965)</u>               | <u>\$ 358,614</u>                   |

Assets, at June 30, 2021, by energy operations and cryptocurrency operations totaled \$9,613,610 and \$134,821,405, respectively. Assets at June 30, 2020 related to cryptocurrency operations were not significant.

|                                    | Energy<br>Operations<br><i>(unaudited)</i> | Cryptocurrency<br>Operations<br><i>(unaudited)</i> | Total                 |
|------------------------------------|--|--|-----------------------|
| Cash                               | \$ 3,060,035                               | \$ 40,654,745                                      | \$ 43,714,779         |
| Cryptocurrencies                   | —  | 1,259,215  | 1,259,215             |
| Accounts receivable                | 416,563                                    | 360,057  | 776,620               |
| Due from related party             | —  | —  | —                     |
| Inventory                          | 319,821                                    | —  | 319,821               |
| Other current assets               | 65,621                                     | 135,000  | 200,621               |
| Equipment Deposits                 | —  | 78,688,465   | 78,688,465            |
| Property, plant and equipment, net | 5,536,407                                  | 13,723,923   | 19,260,330            |
| Land                               | 29,919                                     | —  | 29,919                |
| Road Bond                          | 185,245                                    | —  | 185,245               |
|                                    | <u>\$ 9,613,610</u>                        | <u>\$ 134,821,405</u>                              | <u>\$ 144,435,015</u> |

## NOTE 13 – STOCK-BASED COMPENSATION

On April 28, 2021, Stronghold Inc. approved a long-term incentive plan (the “LTIP”) pursuant to which it may grant stock options to employees, officers, consultants and other service providers of the Company. The aggregate number of shares of common stock that may be issued or used for reference purposes or with respect to which awards may be granted under the plan shall not exceed 1,300,000 shares. The Board is duly authorized to administer the LTIP. The Company accounts for share-based payment awards exchanged for services at the estimated grant date fair value of the award. Stock options issued under the Company’s LTIP are granted with an exercise price equal to no less than the market price of the Company’s stock at the date of grant and expire up to ten years from the date of the grant. These options generally vest on the grant date. The Company accounts for share-based payment awards exchanged for services at the estimated grant date fair value of the award. Stock options issued under the Company’s long-term incentive plan were granted with an exercise price equal to the market price of the Company’s stock, as determined utilizing valuations in determining the fair value of its shares at the date of option grants at the date of grant and expire up to ten years from the date of grant. These options vest over the various terms.

The Company estimates the fair value of stock options using peer company market price volatilities. The peer companies are the same list of guideline companies used for the (409a) valuation on the initial fair-market valuation date (March 20, 2021).

|  | <u>June 30, 2021</u> |
|--|----------------------|
| Weighted-average fair value of options granted | \$ 13.96             |
| Expected volatility                            | 100.2%               |
| Expected life (in years)                       | 5.70                 |
| Risk-free interest rate                        | 1.01%                |
| Expected dividend yield                        | 0.00%                |

Expected Volatility - The Company estimates its expected stock volatility based on the historical volatility of a publicly traded set of peer companies.

Expected Term - The expected term of options represents the period that the Company’s stock-based awards are expected to be outstanding based on the simplified method, which is the half-life from vesting to the end of its contractual term.

Risk-Free Interest Rate - The Company bases the risk-free interest rate on the implied yield available on U.S. Treasury zero-coupon issues with an equivalent remaining term.

Expected Dividend - The Company has never declared or paid any cash dividends on its common shares and does not plan to pay cash dividends in the foreseeable future, and, therefore, uses an expected dividend yield of zero in its valuation models.

The Company elected to account for forfeited awards as they occur, as permitted by Accounting Standards Update (“ASU”) 2016-09.

As of June 30, 2021, the total future compensation expense related to non-vested options not yet recognized in the consolidated statement of operations was approximately \$3,093,814 and the weighted-average period over which these awards expected to be recognized is 1.35 years.

Stock compensation expense of \$269,932 is recorded as a component of General and Administrative expenses for the six months ended June 30, 2021. There is no tax benefit related to stock compensation expense due to a full valuation allowance on net deferred tax assets at June 30, 2021.

## Stock Options

The following table summarizes the stock option activity under the plans for the six months ended June 30, 2021 and December 31, 2020:

|                                     | Number<br>of Shares | Weighted-<br>Average<br>Exercise<br>Price | Expected<br>Term | Weighted-<br>Average<br>Remaining<br>Contract<br>Price | Aggregate<br>Intrinsic<br>Value<br>(in thousands) |
|-------------------------------------|---------------------|---|------------------|--|---|
| Outstanding at January 1, 2020      | —                   | \$ —                                      |                  | —  | \$ —  |
| Granted                             | 240,950             | \$ 21.33                                  | 5.81             | 9.90   | \$ —  |
| Exercised                           | —                   | \$ —                                      |                  | —  | \$ —  |
| Cancelled/forfeited                 | —                   | \$ —                                      |                  | —  | \$ —  |
| Outstanding at June 30, 2021        | <u>240,950</u>      | \$ 21.33                                  | 5.81             | 9.90   | \$ —  |
| Shares vested and expected to vest  | 240,950             | \$ 21.33                                  | 5.81             | 9.90   | \$ —  |
| Exercisable as of June 30, 2021     | 8,700               | \$ 18.39                                  | 5.81             | 9.96   | \$ —  |
| Exercisable as of December 31, 2020 | —                   | \$ —                                      |                  | —  | \$ —  |

## NOTE 14 – STOCK ISSUED UNDER MASTER FINANCING AGREEMENTS AND WARRANTS

### Stock Issued as part of an Equipment Financing Agreement

#### *Arctos Credit LLC (NYDIG)*

An affiliate of Arctos Credit, LLC was issued a total of 43,845 shares of common stock of Stronghold Inc. under the master equipment finance agreements. The effective date of this issuance was as of the commencement date of the agreement which was June 25, 2021. The fair market value of the stock is defined as \$31.70. As of June 30, 2021, the fair value of the 43,845 common shares is presented on the balance sheet as Stock Subscriptions until financing occurs (see Note 21- Subsequent Events) and fair value of the shares will be treated as discounts against the note balances. Fair value of these shares is accretive to APIC and is included in the equity section. The determination of the fair value as of June 30, 2021 is \$1,389,888.

#### *Minerva Semiconductor Corp*

As discussed in Note 8 – Contingencies and Commitments, the Company on April 2, 2021, entered into a purchase agreement with Minerva Semiconductor Corp (“Minerva”) for the acquisition of 15,000 of their MV7 ASIC SHA256 model cryptocurrency miner equipment (miners) with a total terahash to be delivered equal to 1.5 million terahash (total terahash). In the exchange for the delivery of the total terahash, Minerva Semiconductor Corp will be granted 154,114 shares of Stronghold Digital Mining, Inc. at a price per share of \$25. As discussed in Note 8, not all miners have yet to be delivered but the Company is committed to take all future deliveries. The final delivery is after June 30, 2021; thus the shares are deemed as not yet issued and assigned \$0 in fair value as of June 30, 2021.

### Warrants

#### *WhiteHawk Finance LLC*

On June 30, 2021, Stronghold Inc. entered into a \$40,000,000 promissory note with White-Hawk Finance LLC (the “Lender” or “White-Hawk” or “WH”). The note has a maturity date of June 23, 2023, where the full outstanding principal amount of the note is due and payable. Interest for the note is set at 10% per annum. On June 30, 2021, the Company also entered into a Stock Purchase Warrant agreement with the Lender, where the Company issued 63,092 warrants to purchase shares of Class A common stock of the Company to the Lender.

The warrants are exercisable by the Lender at any time during a 10-year term at \$0.01 per share of common stock. The warrants are legally detachable and can separately be exercised.

The fair value for the warrants is recorded as equity with the offset recorded as a debt discount based on the fair market value. The proceeds from the term loan agreement were allocated to Whitehawk note payable and the warrants based on the fair market value of the instruments.

Fair value of the warrants calculated using the Black-Scholes option-pricing model with the following assumptions:

|                          | <u>As of</u><br><u>June 30, 2021</u> |
|--------------------------|--------------------------------------|
| Expected volatility      | 100.2%                               |
| Expected life (in years) | 10                                   |
| Risk-free interest rate  | 1.5%                                 |
| Expected dividend yield  | 0.00%                                |
| Fair value               | <u>\$ 1,999,396</u>                  |

On June 30, 2021, the Company recorded a debt discount against the note proceeds. The debt discount is amortized based on the effective interest rate method or straight line over the term of the debt to interest expense if the straight line method is not materially different than the effective interest rate method. Based on calculations at the effective interest rate method, the Company elects to amortize the discount on a straight line basis to interest expense as the difference when compared to the effective interest rate method is immaterial.

#### *B. Riley Securities, Inc.*

On each of April 1, 2021 and May 14, 2021, Stronghold Inc. entered into a warrant agreement with American Stock Transfer & Trust Company (“Warrant Agent”). B. Riley Securities, Inc. acted as the Company’s placement agent in connection with the Series A Stock Purchase Agreement and Series B Stock Purchase Agreement. In connection therewith, the Company issued B. Riley Securities, Inc. (i) a five-year warrant to purchase up to 34,000 shares of Series A Preferred Stock at a per share exercise price of \$25.00 and (ii) a five-year warrant to purchase up to 6,309 shares of Series B Preferred Stock at a per share exercise price of \$31.70. In each case the exercise price was equal to the respective private placement per share price. B. Riley Securities, Inc. and its affiliates purchased 152,500 and 31,812 shares of Series A Preferred Stock and Series B Preferred Stock, respectively, at the same private placement per share price.

The warrants contain standard limitations and representations and are exercisable for a period of five years from the date of the stock purchase agreement. The warrants are legally detachable and separately exercisable. The accounting for warrants on redeemable shares follows the guidance in ASC 480-10-25-8 through 25-13. Those paragraphs address the classification of instruments, other than an outstanding share, that have both of the following characteristics:

- The instrument embodies an obligation to repurchase the issuer’s equity shares, or is indexed to such an obligation.
- The instrument requires or may require the issuer to settle the obligation by transferring assets.

The fair value of the warrants was recorded as a liability with an offset to Additional Paid-in Capital. The fair value of each of the warrants was calculated using the Black-Scholes option-pricing model with the following assumptions:

#### Series A

The following are the Black-Scholes input assumptions for the 34,000 Series A warrants; and the changes in fair values as of April 1, 2021 (date of issuance) and June 30, 2021 respectively:

|                          | <u>As of</u>         |                      | <u>Changes in</u><br><u>Fair Value</u> |
|--------------------------|----------------------|----------------------|--|
|                          | <u>April 1, 2021</u> | <u>June 30, 2021</u> |  |
| Expected volatility      | 100.2%               | 100.2%               | 0.0%                                   |
| Expected life (in years) | 5                    | 4.83                 | (0.17)                                 |
| Risk-free interest rate  | 0.9%                 | 0.9%                 | 0.0%                                   |
| Expected dividend yield  | 0.00%                | 0.00%                | 0.0%                                   |
| Fair value               | <u>\$ 631,897</u>    | <u>\$ 825,350</u>    | <u>\$ 193,453</u>                      |

On April 1, 2021, the Company recorded a liability of \$631,897, and as a debt issuance cost against the Mezzanine Equity (see Note 15- Mezzanine Equity). On June 30, 2021, the Company increased this liability to the fair value of \$825,350. The \$193,453 increase is recognized as part of changes in fair value of warranty liabilities expense for the three months ended June 30, 2021.

## Series B

The following are the Black-Scholes input assumptions for the 6,309 Series B warrants; and the changes in fair values as of May 14, 2021 (date of issuance) and June 30, 2021 respectively:

|                          | As of         |               | Changes in Fair Value |
|--------------------------|---------------|---------------|-----------------------|
|                          | April 1, 2021 | June 30, 2021 |                       |
| Expected volatility      | 100.2%        | 100.2%        | 0.0%                  |
| Expected life (in years) | 5             | 4.79          | (0.21)                |
| Risk-free interest rate  | 0.8%          | 0.9%          | 0.1%                  |
| Expected dividend yield  | 0.00%         | 0.00%         | 0.0%                  |
| Fair value               | \$ 148,575    | \$ 146,599    | \$ (1,976)            |

On May 14, 2021, the Company recorded a liability of \$148,575, and as a debt issuance cost against the Mezzanine Equity (see Note 15- Mezzanine Equity). On June 30, 2021, the Company decreased this liability to the fair value of \$146,599. The \$(1,976) decrease is recognized as part of changes in fair value of warranty liabilities expense for the three months ended June 30, 2021.

## NOTE 15 – MEZZANINE EQUITY

### *Private Placements- Mezzanine Equity Series A & B*

On April 1, 2021 the Company entered into a Series A Preferred Stock Purchase Agreement pursuant to which the Company issued and sold 3,400,000 shares of Series A Convertible Redeemable Preferred Stock in a private offering (the “Series A Private Placement”) at a price of \$25.00 per share to various accredited individuals in reliance upon exemptions from registration pursuant to Section 4(a)(2) of the Securities Act and Regulation D thereunder for aggregate consideration of approximately \$85.0 million. In connection with the offering, the Company incurred approximately \$6.3 million in fees and \$631,897 as debt issuance costs for warrants issued as part of the Stock Purchase Agreement

Further, pursuant to the Series A Stock Purchase Agreement, Stronghold Digital Mining Inc., the investors in Series A Private Placement and key holders entered into the Right of First Refusal (“ROFR”) Agreement. Under the ROFR Agreement, the key holders agreed to grant a right of first refusal to Stronghold Digital Mining, Inc. to purchase all or any portion of capital stock of Stronghold Digital Mining, Inc., held by a key holder or issued to a key holder after the date of the ROFR Agreement, not including any shares of Series A Preferred Stock or common stock issued or issuable upon conversion of the Series A Preferred Stock. The key holders also granted a secondary refusal right to the investors in the Series A Private Placement to purchase all or any eligible capital stock not purchased by Stronghold Digital Mining, Inc. pursuant to their right of first refusal.

The ROFR Agreement also provides certain co-sale rights to investors in the Series A Private Placement to participate in any sale or similar transfer of any shares of common stock owned by a key holder or issued to a key holder after the Series A Private Placement, on the terms and conditions specified in a written notice from a key holder. The investors, however, are not obligated to participate in such sales or similar transfers. The co-sale and rights of first refusal under the ROFR Agreement will terminate upon certain specified events outlined in the agreement.

On May 14, 2021, the Company completed the Series B Private Placement for shares of the Company’s Series B Preferred Stock. The terms of the Series B Preferred Stock are substantially similar to the Series A Preferred Stock, except for differences in the stated value of such shares in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company or certain deemed liquidation events. In connection with this offering, the Company sold 630,915 shares of its preferred stock for an aggregate purchase of \$20.0 million (the “Series B Private Placement”). In connection with the offering the Company incurred approximately \$1.6 million in fees and expenses and \$148,575 as debt issuance costs for warrants issued as part of the Stock Purchase Agreement.

The Series A Private Placement and Series B Private Placement are subject to a Registration Rights Agreement with certain filing deadlines as defined in the agreements. Failure to meet certain requirements will require the Company to pay PIK Dividends outlined in the agreements or the holders can request redemption of their shares for cash after a specified period.

The following is a summary of the Series A and Series B valuations:

|   | <u>Series A</u>      | <u>Series B</u>      | <u>Mezzanine<br/>Equity</u> |
|---|----------------------|----------------------|-----------------------------|
| Proceeds  | \$ 85,000,000        | \$ 20,000,305        | \$ 105,000,305              |
| Transaction Fees (1):   |                      |                      |                             |
| B. Riley Securities   | (5,100,000)          | (1,200,000)          | (6,300,000)                 |
| Vinson & Elkins L.L.P.  | (1,226,990)          | (408,997)            | (1,635,987)                 |
| Debt issuance costs pertaining to stock registration warrants - refer<br>to Note 14 | (631,897)            | (148,575)            | (780,472)                   |
| Total net mezzanine equity  | <u>\$ 78,041,113</u> | <u>\$ 18,242,733</u> | <u>\$ 96,283,846</u>        |

(1) – consists of registration and placement fees

#### NOTE 16 – NON-CONTROLLING INTEREST

The Company is the sole managing member of Stronghold Digital Mining Holdings, LLC (“Stronghold LLC”) and as a result consolidates the financial results of Stronghold LLC and reports a non-controlling interest representing the Common Units of Stronghold LLC held by the Continuing Equity Owners. Changes in the Company’s ownership interest in Stronghold LLC while the Company retains its controlling interest in Stronghold LLC will be accounted for as equity transactions. As such, future redemptions or direct exchanges of common units of Stronghold LLC by the Continuing Equity Owners will result in a change in ownership and reduce or increase the amount recorded as non-controlling interest.

As of June 30, 2021, the Company owned the following units in Stronghold LLC, representing a 31.1% economic ownership interest in Stronghold LLC:

|                          | <u>As of June 30, 2021</u> |
|--------------------------|----------------------------|
| Common Units             | 5,000                      |
| Series A Preferred Units | 3,600,000                  |
| Series B Preferred Units | 630,915                    |
| Total Units              | <u>4,235,915</u>           |

#### NOTE 17 – EARNINGS (LOSS) PER SHARE

Basic net earnings (loss) per share (“EPS”) of common stock is computed by dividing the Company’s net earnings (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that then shared in the earnings of the entity. The Company excludes the unvested restricted share units (“RSUs”) awarded to its employees, officers, directors, and contractors under the 2021 Equity Plan from this net loss per share calculation because including them would be antidilutive.

The following table sets forth reconciliations of the numerators and denominators used to compute basic and diluted earnings per share of Class A common stock:

|  | <u>April 1 to June 30, 2021</u> |
|--|---------------------------------|
| Numerator  |                                 |
| Net Loss (1)   | \$ 3,243,009)                   |
| Less; net losses attributable to non-controlling interests       | \$ 2,235,218)                   |
| Net loss attributable to Class A common shareholders             | \$ 1,007,791)                   |
| Denominator  |                                 |
| Weighted average shares of Class A common shares outstanding (2) | 8,137                           |
| Basic net loss per share   | \$ 123.86)                      |

(1) Basic and diluted earnings per share of Class A common stock is presented only for the period after the Company’s Reorganization Transactions. As such, net loss used in the calculation represents the loss for the period from April 1, 2021 through June 30, 2021.

(2) Includes 63,072 in warrants that have a nominal exercise price and is a common stock equivalent for earnings per share purposes.

Securities that could potentially dilute losses per share in the future that were not included in the computation of diluted loss per share at June 30, 2021 because their inclusion would be anti-dilutive are as follows:

|   | <u>June 30, 2021</u> |
|---|----------------------|
| Warrants to purchase convertible preferred stock                  | 40,309               |
| Class V common shares not yet exchanged for Class A common shares | 9,395,000            |
| Convertible Series A preferred shares                             | 3,600,000            |
| Convertible Series B preferred shares                             | 630,915              |
| <b>Total</b>  | <u>13,666,224</u>    |

#### **NOTE 18 – RENEWABLE ENERGY CREDITS (“RECS”)**

Starting late in 2020 and for the six months ended June 30, 2021, the Company has significantly increased the use of coal refuse as the plant increased megawatt capacity. The plant was relatively dormant during the comparative periods ended June 30, 2020. As a result, the Company usage of coal refuse, which is classified as a Tier II Alternative Energy Source under Pennsylvania law, significantly increased. A third party (Direct Energy Business Marketing LLC) acts as the benefactor, on behalf of the Company, in the open market and is invoiced as RECs are realized based on this open market measured by consumer demands. GAAP guidance is the costs held in inventory to then produce the credit are a compliance cost, and the proceeds should be a contra expense to offset operating costs when expensed.

Renewable Energy Credits offset against the costs of fuel operating costs were \$(789,986) and \$(27,377) for the six months ended June 30, 2021 and June 30, 2020 respectively.

#### **NOTE 19 – ASPEN INTEREST (“OLYMPUS”) BUYOUT**

On April 1, 2021, Stronghold Inc., using in part 200,000 shares of newly issued Series A Preferred Stock and in part proceeds from the April 2021 Private Placement, acquired all of Aspen’s limited partner interest in Scrubgrass LP (the “Aspen Interest”).

The total consideration was a combination of the newly issued Series A Preferred Stock valued at the issuance price of \$25 per share or \$5,000,000; plus an additional \$2,000,000 in cash. A total of \$7,000,000 that is treated as a buyout of the Partners’ Deficits of the Limited Partner (i.e., Aspen’s Interest) as of April 1, 2021.

The Partners’ Deficit of the Aspen Interest as of April 1, 2021:

|  | <u>Limited Partners</u> |
|--|-------------------------|
| Balance - December 31, 2020                    | \$ (1,336,784)          |
| Net losses - three months ended March 31, 2021 | (71,687)                |
| Balance - April 1, 2021                        | <u>(1,408,471)</u>      |

#### **NOTE 20 – SUPPLEMENTAL CASH AND NON-CASH INFORMATION**

Supplementary cash flows disclosures as of June 30, 2021 and 2020:

|                              | <u>June 30, 2021</u> | <u>June 30, 2020</u> |
|------------------------------|----------------------|----------------------|
| Equipment financed with debt | \$ 39,843,722        | \$ 1,061,694         |
| Interest Paid                | \$ 134,083           | \$ 74,500            |

Supplementary non-cash financing activities as of June 30, 2021 and 2020:

|  | <u>June 30, 2021</u> | <u>June 30, 2020</u> |
|--|----------------------|----------------------|
| Issued as part of equipment debt financing:                                |                      |                      |
| Warrants   | \$ 1,999,396         | \$ —                 |
| Common Class A shares  | 1,389,888            | —                    |
| Warrants issued as part of stock registrations                             | 780,472              | —                    |
| Series A redeemable and convertible preferred stock- Aspen Interest buyout | 5,000,000            | —                    |
| <b>Total</b>   | <u>\$ 9,169,756</u>  | <u>\$ —</u>          |

## **NOTE 21 – TAX RECEIVABLE AGREEMENT**

The Company entered into a Tax Receivable Agreement (“TRA”) with Q Power and an agent named by Q Power on April 1, 2021, pursuant to which the Company will pay the TRA participants 85% of the realized cash tax savings attributable to the tax basis step-ups arising from taxable exchanges of units.

No taxable exchanges have occurred, and estimating the amount and timing of the Company’s realization of tax benefits subject to the TRA is imprecise and unknown at this time and will vary based on a number of factors including when taxable exchanges actually occur. Therefore, at June 30, 2021, no deferred tax asset or liability has been recorded in respect of the TRA.

## **NOTE 22 – PROVISIONS FOR INCOME TAXES**

The provision for income taxes for the six months ended June 30, 2021 and twelve months ended December 31, 2020 were \$0 and \$0, respectively, resulting in an effective income tax rate of 0% for each period. The difference between the Company’s effective tax rate for the six months ended June 30, 2021 is primarily due to the impact of nontaxable entities in the structure and the valuation allowance against the Company’s net deferred tax assets. The difference between the Company’s effective tax rate for the twelve months ended December 31, 2020 was primarily due to the nontaxable entities in the structure. The Company regularly evaluates the realizability of its deferred tax assets and establishes a valuation allowance if it is more likely than not that some or all of the deferred tax assets will not be utilized.

## **NOTE 23 – SUBSEQUENT EVENTS**

Management has evaluated events and transactions subsequent to the balance sheet date through the date of this report (the date the financial statements were available to be issued) for potential recognition or disclosure in the financial statements. Except as disclosed in the following sections, management has not identified any items requiring recognition or disclosure

### *Employment Agreement*

On July 12, 2021, the Company extended an offer of employment to Greg Beard as Chief Executive Officer. The start date was effective as January 1, 2021, with an annualized base salary of \$600,000. There is no accrual for salary and benefits as of June 30, 2021 owed under this agreement as it was not executed at this time.

### *Equipment Financing*

On June 25, 2021, the Company entered into two (2) separate master equipment finance agreements with Arctos Credit LLC (now “NYDIG”). The first equipment finance agreement was in the amount of \$10,641,362. The first payment on this agreement is to commence on July 25, 2021, consisting of both principal and interest. The term for this agreement is for two years, ending June 25, 2023. The interest rate applicable to this agreement is 10%. A closing fee of \$212,827 is part of the first finance agreement. The second equipment finance agreement is in the amount of \$14,077,800. The first payment of this agreement is to commence on July 25, 2021, consisting of both principal and interest. The terms for this agreement are for two years, ending June 25, 2023. The interest rate applicable to this agreement is 10%. A closing fee of \$281,556 is part of the second finance agreement.

On July 2, 2021 the Company received funds net of miscellaneous fees of \$24,249,778 from Arctos Credit LLC. Due to the timing of this funding is after June 30, 2021, \$0 commitments have been disclosed.

### *Acquisition*

On July 2, 2021, Stronghold Digital Mining Holdings, LLC (“Buyer”) entered into a binding Equity and Capital Contribution Agreement for the Panther Creek Plant. The consideration for the Panther Creek Plant is approximately \$3,000,000 of cash consideration and 400,000 Series A Preferred Units in the Buyer.

### *Hosting Services Agreement*

On August 17, 2021, Stronghold LLC entered into a Hosting Services Agreement with Northern Data (“Northern Data”) whereby Northern Data will construct and operate a colocation data center facility located on the Scrubgrass Plant,



the primary business purpose of which will be to provide hosting services and support the cryptocurrency miners that we have purchased but not yet received.

## **Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Stockholders of  
Stronghold Digital Mining, Inc.  
New York, New York

### **Opinion on the Financial Statement**

We have audited the balance sheet of Stronghold Digital Mining, Inc. (the “Company”) as of March 19, 2021 (date of inception), and the related notes (collectively referred to as the “financial statement”). In our opinion, the financial statement presents fairly, in all material respects, the financial position of the Company as of March 19, 2021 in conformity with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

This financial statement is the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statement based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statement, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statement. We believe that our audit provides a reasonable basis for our opinion.

### **Emphasis of Matter - Subsequent Events**

As more fully described in Note 3 of the financial statement, on April 1, 2021 the Company effected a reorganization and various other corporate matters.

/s/ Urish Popeck & Co., LLC

We have served as the Company's auditor since 2021.

Pittsburgh, PA  
July 26, 2021

**STRONGHOLD DIGITAL MINING, INC.**  
**AUDITED BALANCE SHEET**  
**March 19, 2021**

|   | March 19, 2021 |
|---|----------------|
| <b>TOTAL ASSETS</b>                               | <u>\$ —</u>    |
| <b>STOCKHOLDERS' EQUITY</b>                       |                |
| Common Stock                                      | <u>\$ —</u>    |
| <b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b> | <u>\$ —</u>    |

The accompanying notes are an integral part of this financial statement.

## **NOTE 1 - ORGANIZATION**

Stronghold Digital Mining, Inc. (Stronghold or the Company) was incorporated in Delaware on March 19, 2021. On April 1, 2021 (See Note 3), pursuant to a reorganization, the Company converted to a holding company and its sole material asset is a minority equity interest in Stronghold Digital Mining Holdings, LLC, which holds all of the equity interest in Scrubgrass Reclamation, L.P. and Stronghold Digital Mining, LLC. As the sole managing member of Stronghold Digital Mining Holdings, LLC, the Company will operate and control all of the business and affairs of Stronghold Digital Mining Holdings, LLC, and through Stronghold Digital Mining Holdings, LLC and its subsidiaries, conduct its business.

## **NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES**

### Basis of Presentation

The balance sheet was prepared in accordance with U.S. generally accepted accounting principles. Separate statements of operations, changes in stockholders' equity and cash flows have not been presented because the Company has not engaged in any business or other activities except in connection with its formation and initial capitalization.

### Stockholder's Equity

The Company is authorized to issue 300,000,000 shares, par value \$0.0001 per share, consisting of 238,000,000 shares of Class A common stock, 12,000,000 shares of Class V common stock, and 50,000,000 shares of preferred stock. No common or preferred shares were issued or outstanding as of March 19, 2021.

### Commitments and Contingencies

The Company did not have any commitments or contingencies as of March 19, 2021.

### Subsequent Events

Management evaluated events occurring subsequent through July 26, 2021 the date these financial statements were available for issuance and determined that no material recognizable subsequent events occurred, except as noted below.

On April 1, 2021, Stronghold underwent a corporate reorganization and amended its articles of incorporation.

## **NOTE 3 – SUBSEQUENT EVENTS**

### Reorganization

On April 1, 2021, contemporaneously with the Series A Private Placement (see below), the Company underwent a corporate reorganization. As part of the reorganization, the Company acquired the Aspen Scrubgrass Participant, LLC ("Aspen") interest using 200,000 shares of newly issued Series A Preferred Stock in Stronghold Digital Mining Inc. and \$2.0 million in cash from proceeds from the Series A Private Placement. Pursuant to the Reorganization, Q Power, LLC contributed all of its ownership interests in EIF Scrubgrass, LLC, Falcon Power, LLC and Stronghold Digital Mining LLC to Stronghold Digital Mining Holdings, LLC in exchange for 9,400,000 Stronghold LLC Units, Stronghold Digital Mining, Inc. contributed cash (using the remaining proceeds from the Series A Private Placement, net of fees, expenses and amounts paid to Aspen), 9,400,000 shares of Class V common stock of Stronghold Digital Mining, Inc. and the Aspen Interest to Stronghold Digital Mining Holdings, LLC in exchange for 3,600,000 preferred units of Stronghold Digital Mining Holdings, LLC, and Stronghold Digital Mining Holdings, LLC immediately thereafter distributed the 9,400,000 shares of Class V common stock to Q Power, LLC. In addition, effective as of April 1, 2021, Stronghold Digital Mining, Inc. acquired 5,000 Stronghold Digital Mining Holdings, LLC Units held by Q Power, LLC (along with an equal number of shares of Class V common stock) in exchange for 5,000 newly issued shares of Class A common stock.

As a result of the reorganization, the acquisition of the Aspen Interest and the acquisition of Stronghold Digital Mining Holdings, LLC Units by Stronghold Digital Mining, Inc. discussed above, (a) Q Power, LLC acquired and

### NOTE 3 – SUBSEQUENT EVENTS (CONTINUED)

#### Reorganization (continued)

retained 9,395,000 Stronghold Digital Mining Holdings, LLC Units, 5,000 shares of Class A common stock of Stronghold Digital Mining Inc., and 9,395,000 shares of Class V common stock of Stronghold Digital Mining, Inc., effectively giving Q Power, LLC approximately 72% of the voting power of Stronghold Digital Mining, Inc. and approximately 72% of the economic interest in Stronghold Digital Mining Holdings, LLC, (b) Stronghold Digital Mining, Inc. acquired 3,600,000 preferred units of Stronghold Digital Mining Holdings LLC and 5,000 Stronghold Digital Mining Holdings, LLC Units, effectively giving Stronghold Digital Mining, Inc. approximately 28% of the economic interest in Stronghold Digital Mining Holdings, LLC, (c) Stronghold Digital Mining, Inc. became the sole managing member of Stronghold Digital Mining Holdings, LLC and is responsible for all operational, management and administrative decisions relating to Stronghold Digital Mining Holdings LLC's business and will consolidate financial results of Stronghold Digital Mining Holdings, LLC and its subsidiaries, (d) Stronghold Digital Mining, Inc. became a holding company whose only material asset consists of membership interests in Stronghold Digital Mining Holdings LLC, and (e) Stronghold Digital Mining Holdings, LLC directly or indirectly owns all of the outstanding equity interests in the subsidiaries through which we operate our assets, including Scrubgrass Reclamation Company, L.P. and Stronghold Digital Mining LLC.

#### Acquisition

On March 3, 2021, SDM entered into a non-binding letter of intent with Olympus Power, LLC for the purchase of (i) the Scrubgrass Plant, (ii) the Panther Creek Plant, a coal refuse reclamation-to-energy facility with 80 MW of net electricity generation capacity located near Nesquehoning, Pennsylvania and (iii) the Third Plant, a coal refuse reclamation-to-energy facility with 112 MW of net electricity generation capacity located in Pennsylvania. The completed the acquisition of the Aspen interest on April 1, 2021 (Scrubgrass Plant). On July 2, 2021, Stronghold Digital Mining Holdings, LLC (Buyer) entered into a binding Equity and Capital Contribution Agreement for the Panther Creek Plant. The consideration for the Panther Creek Plant is approximately \$3,000,000 of cash consideration and 400,000 Series A Preferred Units.

#### Private Placements

On April 1, 2021 the Company entered into a Series A Preferred Stock Purchase Agreement pursuant to which the Company issued and sold 3,400,000 shares of Series A Convertible Redeemable Preferred Stock in a private offering at a price of \$25.00 per share to various accredited individuals in reliance upon exemptions from registration pursuant to Regulation D under the Securities Act for aggregate consideration of approximately \$85.0 million. In connection with the offering the Company incurred approximately \$7.3 million in fees and expenses.

Further, pursuant to the Series A Stock Purchase Agreement, Stronghold Digital Mining Inc., the investors in Series A Private Placement and key holders entered into the Right of First Refusal ("ROFR") Agreement. Under the ROFR Agreement, the key holders agreed to grant a right of first refusal to Stronghold Digital Mining, Inc. to purchase all or any portion capital stock of Stronghold Digital Mining, Inc., held by a key holder or issued to a key holder after the date of the ROFR Agreement, not including any shares of Series A Preferred Stock or common stock issued or issuable upon conversion of the Series A Preferred Stock. The key holders also granted a secondary refusal right to the investors in the Series A Private Placement to purchase all or any eligible capital stock not purchased by Stronghold Digital Mining, Inc. pursuant to their right of first refusal.

The ROFR Agreement also provides certain co-sale rights to investors in the Series A Private Placement to participate in any sale or similar transfer of any shares of common stock owned by a key holder or issued to a key holder after the Series A Private Placement, on the terms and conditions specified in a written notice from a key holder. The investors, however, are not obligated to participate in such sales or similar transfers. The co-sale and rights of first refusal under the ROFR Agreement will terminate upon certain specified events outlined in the agreement.

### NOTE 3 – SUBSEQUENT EVENTS (CONTINUED)

#### Private Placements (continued)

On May 14, 2021, the Company completed the Series B Private Placement for shares of the Company's Series B Preferred Stock. The terms of the Series B Preferred Stock are substantially similar to the Series A Preferred Stock, except for differences in the stated value of such shares in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company or certain deemed liquidation events. In connection with this offering, the Company sold 630,915 shares of its preferred stock for an aggregate purchase of \$20.0 million. In connection with the offering the Company incurred approximately \$2.4 million in fees and expenses.

The Series A Placement and Series B Placement are subject to a Registration Rights Agreement with certain filing deadlines as defined in the agreements. Failure to meet certain requirements will require the Company to pay PIK Dividends outlined in the agreements.

On each of April 1, 2021 and May 14, 2021, Stronghold Digital Mining Inc. entered into a warrant agreement with American Stock Transfer & Trust Company (Warrant Agent). B. Riley Securities, Inc. acted as the Company's placement agent in connection with the Series A Stock Purchase Agreement and Series B Stock Purchase Agreement. In connection therewith, the Company issued B. Riley Securities, Inc. (i) a five-year warrant to purchase up to 34,000 shares of Series A Preferred Stock at a per share exercise price of \$25.00 and (ii) a five-year warrant to purchase up to 6,309 shares of Series B Preferred Stock at a per share exercise price of \$31.70. In each case the exercise price was equal to the respective private placement per share price. B. Riley Securities, Inc. and its affiliates purchased 152,500 and 31,812 shares of Series A Preferred Stock and Series B Preferred Stock, respectively, at the same private placement per share price.

#### Debt Financing

On June 30, 2021, in connection with the WhiteHawk Finance Agreement, Stronghold Digital Mining Equipment LLC (whose sole member is Stronghold Digital Mining Holdings, LLC) executed a promissory note with WhiteHawk, in the principal sum of \$40,000,000. The first payment on this note is to commence on July 31, 2021, consisting of both principal and interest. The term of this note is for two years, ending June 30, 2023. The interest rate applicable to this note is 10%. An administration charge of \$30,000 per quarter is payable beginning on June 30, 2021 and the last date of each quarter thereafter. A corporate guaranty was executed by Stronghold Digital Mining Inc. on June 30, 2021 for the payments of the note. On June 30, 2021 Stronghold Digital Mining, LLC drew funds of \$39,100,000 USD from WhiteHawk Finance LLC. In connection with the promissory note, Stronghold Digital Mining, Inc. issued WhiteHawk Finance LLC, warrants to purchase a number of shares of Class A common stock, par value \$0.0001 per share, of Stronghold Digital Mining, Inc., equal to the Warrant Share Number at a price per share equal to \$0.01 (the "Exercise Price"). The number of warrants issued is equal to \$2.0 million divided by a base share value defined in the warrant agreement.

On June 25, 2021, Stronghold Digital Mining, LLC entered into two (2) separate master equipment finance agreements with Arctos Credit LLC. The first equipment finance agreement was in the amount of \$10,641,362. The first payment on this agreement is to commence on July 25, 2021, consisting of both principal and interest. The term for this agreement is for two years, ending June 25, 2023. The interest rate applicable to this agreement is 10%. A closing fee of \$212,827 is part of the first finance agreement. The second equipment finance agreement is in the amount of \$14,077,800. The first payment of this agreement is to commence on July 25, 2021, consisting of both principal and interest. The terms for this agreement are for two years, ending June 25, 2023. The interest rate applicable to this agreement is 10%. A closing fee of \$281,556 is part of the second finance agreement. On July 2, 2021 Stronghold Digital Mining Inc. received funds net of miscellaneous fees of \$24,249,778 from Arctos Credit LLC. An affiliate of Arctos Credit, LLC was issued a total of 43,845 shares of common stock of Stronghold Inc. under the master equipment finance agreements.

#### Equipment

On April 2, 2021, the Company entered into a purchase agreement with a seller for the acquisition of 15,000 of their MV7 ASIC SHA256 model cryptocurrency miner equipment (miners) with a total terahash to be delivered equal to 1.5 million terahash (total terahash). The price per miner is \$4,892.50 for an aggregate purchase price of \$73,387,500 to be paid in installments. The first installment equal to 60% of the purchase price, or \$44,032,500, was paid on April 2, 2021. The company shall make two additional installment payments of 20% of the purchase price, or \$14,677,500 each, to be paid on June 2, 2021 and the other one month before the shipping date. The seller anticipates shipping no less than 5,000 miners by October 31, 2021, no less than

### NOTE 3 – SUBSEQUENT EVENTS (CONTINUED)

#### Equipment (continued)

5,000 miners by November 30, 2021 and the remainder by December 31, 2021. In exchange for the delivery of the total terahash, seller shall be granted 154,114 shares of Stronghold Digital Mining at a price per share of \$25. The aggregate purchase price does not include shipping costs, which are the responsibility of the Company and shall be determined at which time the miners are ready for shipment.

The Company entered into a hardware purchase and sales agreement with a party effective April 1, 2021. Hardware includes, but is not limited to ASIC Miners, power supply units, power distribution units and replacement fans for ASIC Miners. All hardware must be paid for in advance before being shipped to the Company. The Company made payments to this party totaling \$4,528,000 in April 2021.

The Company entered into an agreement with a party to provide approximately 14,285 miners at a cost of approximately \$33,783,000. The Company was required to make an initial payment on the miners that are expected to begin delivery in September 2021. The Company made a deposit of \$15,758,432 in April 2021. Once operational, after deducting an amount equal to \$0.027/kWh for the actual power used, 65% of all cryptocurrency revenue generated by the miners shall be payable to the Company and 35% of all cryptocurrency revenue generated by the miners shall be payable to this party or its designee.

In April 2021, the Company purchased 800 miners for a combined purchase price of \$5,657,432. These miners have been partially delivered and the remainder are expected to be delivered in 2021.

#### Long-Term Incentive Plan

On April 28, 2021, Stronghold Digital Mining, Inc. approved a long-term incentive plan (the “LTIP”) pursuant to which it may grant stock options to employees, officers, consultants and other service providers of the Company. The aggregate number of shares of common stock that may be issued or used for reference purposes or with respect to which awards may be granted under the plan shall not exceed 1,300,000 shares (subject to any increase or decrease pursuant to section 4.2 hereof). The board is duly authorized to administer the LTIP. On June 18, 2021 the board granted 216,900 of stock option grants with various vesting terms.

#### Related Party Agreements

On May 10, 2021, a management and advisory agreement was entered into between Q Power LLC, and William Spence. In consideration of consultant’s performance of the services thereunder, Q Power LLC will pay Mr. Spence a fee at the rate of \$50,000 per complete calendar month (pro-rated for partial months) that Mr. Spence provides services thereunder, payable in arrears. Q Power LLC will not be liable for any other payments to Mr. Spence including, but not limited to, any cost or expenses incurred by Mr. Spence in the course of performing his obligations thereunder.

In June 2021, the companies repaid \$2,093,018 in related party notes with Greg Beard and William Spence.

## Report of Independent Registered Public Accounting Firm

To the Partners and Members  
and Board of Directors  
Scrubgrass Generating Company, L.P. and  
Stronghold Digital Mining, LLC.  
Kennerdell, Pennsylvania

### Opinion on the Combined Financial Statements

We have audited the accompanying combined balance sheets of Scrubgrass Generating Company, L.P. and Stronghold Digital Mining LLC, (collectively the “Company”) as of December 31, 2020 and 2019, the related combined statements of operations, changes in partners’ capital (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the “combined financial statements”). In our opinion, the combined financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020 and 2019, and the results of its operations and its cash flows for years ended December 31, 2020 and 2019, in conformity with accounting principles generally accepted in the United States of America.

### Basis for Opinion

These combined financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s combined financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the combined financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the combined financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Emphasis of Matter - Subsequent Event

As more fully described in Note 12 of the combined financial statements, on April 1, 2021, the Company effected a reorganization.

/s/ Urish Popeck & Co., LLC

We have served as the Company’s auditor since 2021.

Pittsburgh, PA  
May 10, 2021



**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**AUDITED COMBINED BALANCE SHEETS**  
December 31, 2020 and 2019

|  | 2020         | 2019         |
|--|--------------|--------------|
| <b>CURRENT ASSETS</b>                                    |              |              |
| Cash   | \$ 303,187   | \$ 134,143   |
| Cryptocurrencies   | 228,087      | 15,436       |
| Accounts receivable                                      | 65,900       | 136,518      |
| Due from related party                                   | 302,975      | -            |
| Inventory  | 396,892      | 529,483      |
| Derivative contracts, net                                | -            | 505,747      |
| Other current assets                                     | 65,831       | 57,960       |
|  | <hr/>        | <hr/>        |
| Total Current Assets                                     | 1,362,872    | 1,379,287    |
|  | <hr/>        | <hr/>        |
| <b>PROPERTY, PLANT AND EQUIPMENT, NET</b>                | 7,814,199    | 6,386,428    |
|  | <hr/>        | <hr/>        |
| <b>ROAD BOND</b>   | 185,245      | 185,245      |
|  | <hr/>        | <hr/>        |
| <b>TOTAL ASSETS</b>                                      | \$ 9,362,316 | \$ 7,950,960 |
|  | <hr/> <hr/>  | <hr/> <hr/>  |
| <b>CURRENT LIABILITIES</b>                               |              |              |
| Current portion of long-term debt                        | \$ 449,447   | \$ 292,292   |
| Related-party notes payable                              | 2,024,250    | -            |
| Accounts payable   | 8,479,183    | 7,932,464    |
| Due to related parties                                   | 698,338      | 1,147,206    |
| Accrued liabilities                                      | 828          | 3,757        |
|  | <hr/>        | <hr/>        |
| Total Current Liabilities                                | 11,652,046   | 9,375,719    |
|  | <hr/>        | <hr/>        |
| <b>LONG-TERM LIABILITIES</b>                             |              |              |
| Asset retirement obligation                              | 446,128      | 424,307      |
| Contract liabilities                                     | 40,000       | -            |
| Economic Injury Disaster Loan                            | 150,000      | -            |
| Paycheck Protection Program Loan                         | 638,800      | -            |
| Long-term debt   | 482,443      | 931,890      |
|  | <hr/>        | <hr/>        |
| Total Long-Term Liabilities                              | 1,757,371    | 1,356,197    |
|  | <hr/>        | <hr/>        |
| Total Liabilities  | 13,409,417   | 10,731,916   |
|  | <hr/>        | <hr/>        |
| <b>COMMITMENTS AND CONTINGENCIES</b>                     |              |              |
| <b>PARTNERS' CAPITAL (DEFICIT)</b>                       |              |              |
| General partners   | (2,710,317)  | (1,935,489)  |
| Limited partner  | (1,336,784)  | (845,467)    |
|  | <hr/>        | <hr/>        |
| Total Partners' Deficit                                  | (4,047,101)  | (2,780,956)  |
|  | <hr/>        | <hr/>        |
| <b>TOTAL LIABILITIES AND PARTNERS' CAPITAL (DEFICIT)</b> | \$ 9,362,316 | \$ 7,950,960 |
|  | <hr/> <hr/>  | <hr/> <hr/>  |

The accompanying notes are an integral part of these combined financial statements.

**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**AUDITED COMBINED STATEMENTS OF OPERATIONS**  
Years ended December 31, 2020 and 2019

|  | 2020         | 2019           |
|--|--------------|----------------|
| <b>OPERATING REVENUES</b>                        |              |                |
| Energy   | \$ 518,397   | \$ 7,047,237   |
| Capacity   | 2,816,457    | 3,832,457      |
| Cryptocurrency hosting                           | 252,413      | -              |
| Cryptocurrency mining                            | 339,456      | 33,337         |
| Other  | 191,661      | 136,299        |
| Total operating revenues                         | 4,118,384    | 11,049,330     |
| <b>OPERATING EXPENSES</b>                        |              |                |
| Fuel   | 425,126      | 8,435,990      |
| Operations and maintenance                       | 3,305,833    | 5,637,118      |
| General and administrative                       | 2,269,525    | 3,072,285      |
| Depreciation and amortization                    | 558,630      | 483,658        |
| Total operating expenses                         | 6,559,114    | 17,629,051     |
| Operating Loss                                   | (2,440,730)  | (6,579,921)    |
| <b>OTHER INCOME (EXPENSE)</b>                    |              |                |
| Interest income                                  | 2,982        | 4,177          |
| Interest expense                                 | (205,480)    | (192,961)      |
| Gain on extinguishment of EIDL advance           | 10,000       | -              |
| Realized gain (loss) on sale of cryptocurrencies | 31,810       | (1,516)        |
| Commission on sale of ash                        | -            | 590,832        |
| Derivative contracts, net                        | 1,207,131    | 2,244,810      |
| Waste coal credits                               | 1,188,210    | 2,011,044      |
| Renewable energy credits                         | 35,493       | 105,532        |
| Other  | 25,590       | (33,640)       |
| Total other income                               | 2,295,736    | 4,728,278      |
| <b>NET LOSS</b>                                  | \$ (144,994) | \$ (1,851,443) |

The accompanying notes are an integral part of these combined financial statements.

**SCRUBGRASS GENERATING COMPANY, LP AND**  
**STRONGHOLD DIGITAL MINING LLC**

**COMBINED STATEMENTS OF CHANGES IN PARTNERS' CAPITAL (DEFICIT)**  
**Years ended December 31, 2020 and 2019**

|                                    | <u>Limited<br/>Partner</u> | <u>General<br/>Partners<br/>and Members</u> | <u>Total<br/>Partners'<br/>Deficit</u> |
|------------------------------------|----------------------------|---|--|
| <b>Balance - December 31, 2018</b> | \$ (106,474)               | \$ (246,855)                                | \$ (353,329)                           |
| Net loss                           | (564,980)                  | (1,286,463)                                 | (1,851,443)                            |
| Distributions paid                 | <u>(174,013)</u>           | <u>(402,171)</u>                            | <u>(576,184)</u>                       |
| <b>Balance - December 31, 2019</b> | \$ (845,467)               | \$ (1,935,489)                              | \$ (2,780,956)                         |
| Partner contribution               | -                          | 62,000                                      | 62,000                                 |
| Net (loss) income                  | (147,546)                  | 2,552                                       | (144,994)                              |
| Distributions paid                 | <u>(343,771)</u>           | <u>(839,380)</u>                            | <u>(1,183,151)</u>                     |
| <b>Balance - December 31, 2020</b> | <u>\$ (1,336,784)</u>      | <u>\$ (2,710,317)</u>                       | <u>\$ (4,047,101)</u>                  |

The accompanying notes are an integral part of these combined financial statements.

**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**COMBINED STATEMENTS OF CASH FLOWS**  
Years ended December 31, 2020 and 2019

|   | <u>December 31, 2020</u> | <u>December 31, 2019</u> |
|---|--------------------------|--------------------------|
| <b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>                              |                          |                          |
| Net loss  | \$ (144,994)             | \$ (1,851,443)           |
| Adjustments to reconcile net loss to net cash provided by operating activities: |                          |                          |
| Depreciation of property and equipment  | 558,630                  | 483,658                  |
| Accretion of asset retirement obligation  | 21,821                   | 20,662                   |
| Forgiveness of EIDL advance   | (10,000)                 | -                        |
| Loss on disposal of assets  | -                        | 23,113                   |
| Derivative contracts, net   | 505,747                  | (1,423,602)              |
| Realized (gain) loss on sale of cryptocurrencies                                | (31,810)                 | 1,516                    |
| (Increase) decrease in assets:  |                          |                          |
| Cryptocurrencies  | (339,456)                | (33,337)                 |
| Accounts receivable   | 70,618                   | 339,760                  |
| Due from related party  | (302,975)                | -                        |
| Inventory   | 132,591                  | (68,236)                 |
| Other current assets  | (7,871)                  | (3,940)                  |
| Increase (decrease) in liabilities:   |                          |                          |
| Accounts payable  | 546,719                  | 2,778,390                |
| Due to related parties  | (448,868)                | 488,683                  |
| Accrued liabilities   | (2,929)                  | (42)                     |
| Contract liabilities  | 40,000                   | -                        |
| <b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>                                | <u>587,223</u>           | <u>755,182</u>           |
| <b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>                              |                          |                          |
| Proceeds from sale of cryptocurrencies  | 158,615                  | 17,982                   |
| Purchase of property, plant and equipment                                       | (1,986,401)              | -                        |
| <b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>                      | <u>(1,827,786)</u>       | <u>17,982</u>            |
| <b><u>CASH FLOWS FROM FINANCING ACTIVITIES</u></b>                              |                          |                          |
| Payments on long-term debt  | (292,292)                | (250,058)                |
| Proceeds from PPP loan  | 638,800                  | -                        |
| Proceeds from EIDL loan   | 150,000                  | -                        |
| Proceeds from EIDL advance  | 10,000                   | -                        |
| Proceeds from related-party notes payable                                       | 2,024,250                | -                        |
| Partner contribution  | 62,000                   | -                        |
| Distributions paid  | (1,183,151)              | (576,184)                |
| <b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>                      | <u>1,409,607</u>         | <u>(826,242)</u>         |
| <b>NET INCREASE (DECREASE) IN CASH</b>  | 169,044                  | (53,078)                 |
| <b>CASH - BEGINNING OF YEAR</b>   | <u>134,143</u>           | <u>187,221</u>           |
| <b>CASH - END OF YEAR</b>   | <u>\$ 303,187</u>        | <u>\$ 134,143</u>        |

The accompanying notes are an integral part of these combined financial statements.

**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 1 - NATURE OF OPERATIONS AND PARTNERSHIP INFORMATION**

Scrubgrass Generating Company, L.P. (“Scrubgrass”) is a Delaware limited partnership formed on December 1, 1990. Q Power, LLC is a multi-member limited liability company and indirectly holds limited and general partner interests of Scrubgrass. Additionally, Aspen Scrubgrass Participant, LLC, a wholly-owned subsidiary of Olympus Power, LLC, is a limited partner of Scrubgrass.

Scrubgrass has two subsidiaries: Clearfield Properties, Inc. (“Clearfield”), which was formed for the purpose of purchasing a 175-acre site in Clearfield County, Pennsylvania, and acquiring access to certain coal material; and Leechburg Properties, Inc. (“Leechburg”), which was formed for the purpose of acquiring access rights to certain waste coal sites. Leechburg was a dormant entity on December 31, 2019 and 2020.

Pursuant to an equity Assignment and Assumption agreement dated September 24, 2020, Q Power LLC assigned a 50%-member interest to a second individual. As a result, two individuals are the sole members of Q Power LLC. Stronghold Power LLC (“Stronghold”) was established on February 12, 2020 as a Delaware Limited Liability Company and is 100% owned by Q Power LLC. Stronghold was created to pursue opportunities involving cryptocurrency mining as well as providing hosting services for third-party miners.

Currently, Scrubgrass and Stronghold (collectively the “Company”), form a vertically integrated cryptocurrency mining operation, which utilizes specialized computers (also known as “miners”) using application-specific integrated circuit (ASIC) chips to solve complex cryptographic algorithms in order to support the Bitcoin blockchain (in a process known as “solving a block”), in exchange for cryptocurrency rewards. For all reported periods, Scrubgrass and Stronghold were under common control.

The Company buys and maintains a fleet of cryptocurrency mining equipment and the required infrastructure, it also provides power to third party cryptocurrency miners under favorable Power Purchase Agreement (“PPA”) agreements, and it sells energy as a merchant power producer and receives capacity payments from PJM for making its energy available to the grid. Waste coal credits are earned by Scrubgrass by generating electricity by using coal refuse.

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The combined financial statements include the accounts and operations of Scrubgrass Generating Co., LP, its wholly owned subsidiaries Clearfield and Leechburg, and Stronghold Digital Mining, LLC. All intercompany accounts and balances have been eliminated in combination.

The combined financial statements have been prepared in accordance with U.S. Generally Accepted Accounting Principles. These combined financial statements reflect changes in statements of operations, changes in partners’ capital (deficit) and cash flows of the Company.

## NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Adoption of New Accounting Standard

As of January 1, 2019, the Company adopted ASU 2014-09, Revenue from Contracts with Customers (Topic 606). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, Revenue Recognition, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The Company adopted Topic 606 under the modified retrospective approach whereby the cumulative effect of adopting the new guidance was recognized on the date of initial application. The adoption of ASC 606 did not result in a change to the accounting for revenue, as such, no cumulative effect adjustment was recorded.

### Cash

The Company places its cash with a financial institution that it considers to be of high quality; however, at times, the deposits may be in excess of the Federal Deposit Insurance Corporation insurance limits applicable in the United States.

### Cryptocurrencies

Cryptocurrencies are included in current assets in the combined balance sheet. Cryptocurrencies purchased are recorded at cost and cryptocurrencies awarded to the Company through its mining activities are accounted for in connection with the Company's revenue recognition policy disclosed below. Currently Bitcoin constitutes the only cryptocurrency the Company mines or holds in material amounts.

Cryptocurrencies held are accounted for as intangible assets with indefinite useful lives. An intangible asset with an indefinite useful life is not amortized but assessed for impairment annually, or more frequently, when events or changes in circumstances occur indicating that it is more likely than not that the indefinite-lived asset is impaired. Impairment exists when the carrying amount exceeds its fair value, which is measured using the quoted price of the cryptocurrency at the time its fair value is being measured. In testing for impairment, the Company has the option to first perform a qualitative assessment to determine whether it is more likely than not that an impairment exists. If it is determined that it is not more likely than not that an impairment exists, a quantitative impairment test is not necessary. If the Company concludes otherwise, it is required to perform a quantitative impairment test. To the extent an impairment loss is recognized, the loss establishes the new cost basis of the asset. Subsequent reversal of impairment losses is not permitted.

Purchases of cryptocurrencies by the Company are included within investing activities in the accompanying combined statements of cash flows, while cryptocurrencies awarded to the Company through its mining activities are included within operating activities on the accompanying combined statements of cash flows. The sales of cryptocurrencies are included within investing activities in the accompanying combined statements of cash flows and any realized gains or losses from such sales are included in other income (expense) in the combined statements of operations. The Company accounts for its gains or losses in accordance with the first in first out (FIFO) method of accounting.

**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Cryptocurrencies (Continued)**

The following table presents the activities of the cryptocurrencies for the years ended December 31:

|  | <u>2020</u>       | <u>2019</u>      |
|--|-------------------|------------------|
| Cryptocurrencies at beginning of year            | \$ 15,436         | \$ 1,597         |
| Additions of cryptocurrencies                    | 339,456           | 33,337           |
| Realized gain (loss) on sale of cryptocurrencies | 31,810            | (1,516)          |
| Sale of cryptocurrencies                         | <u>(158,615)</u>  | <u>(17,982)</u>  |
| Cryptocurrencies at end of year                  | <u>\$ 228,087</u> | <u>\$ 15,436</u> |

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. An allowance for doubtful accounts is provided when necessary and is based upon management's evaluation of outstanding accounts receivable at year end. The potential risk is limited to the amount recorded in the financial statements. No allowance was considered necessary as of December 31, 2020 and 2019.

**Inventory**

Waste coal, fuel oil and limestone are valued at the lower of average cost or net realizable value and includes all related transportation and handling costs.

The Company performs periodic assessments to determine the existence of obsolete, slow-moving and unusable inventory and records necessary provisions to reduce such inventories to net realizable value.

**Derivative Contracts**

In accordance with guidance on accounting for derivative instruments and hedging activities all derivatives should be recognized at fair value. Derivatives or any portion thereof, that are not designated as, and effective as, hedges must be adjusted to fair value through earnings. Derivative contracts are classified as either assets or liabilities on the accompanying combined balance sheets. Such contracts are accounted for on an accrual basis.

The Company uses derivative instruments to mitigate its exposure to various energy commodity market risks. The Company does not enter into any derivative contracts or similar arrangements for speculative or trading purposes. The Company will, at times, sell its forward unhedged electricity capacity to stabilize its operating margins.

On December 31, 2020, all derivative contracts were settled.

**Fair Value Measurements**

The Company measures at fair value certain of its financial and non-financial assets and liabilities by using a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, essentially an exit price, based on the highest and best use of the asset or liability.

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Fair Value Measurements (Continued)

The levels of the fair value hierarchy are:

Level 1: Observable inputs such as quoted market prices in active markets for identical assets or liabilities

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data

Level 3: Unobservable inputs for which there is little or no market data, which require the use of the reporting entity's own assumptions.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. On December 31, 2019, the Company remeasured its derivative contracts at fair value using Level 1 inputs obtained from active markets. On December 31, 2020, the Company does not have any assets or liabilities remeasured at fair value as there were no open positions.

Property and Equipment

Property and equipment are recorded at cost. Depreciation is provided using the straight-line method over estimated useful lives (EUL). Repairs and maintenance, which do not extend the lives of applicable assets, are expensed as incurred. Gain or loss resulting from the retirement or other disposition of assets is included in income.

The Company's depreciation is based on its Facility being considered a single property unit. Certain components of the Facility may require replacement or overhaul several times over its estimated life. Costs associated with overhauls are recorded as an expense in the period incurred. However, in instances where a replacement of a Facility component is significant and the Company can reasonably estimate the original cost of the component being replaced, the Company will write-off the replaced component and capitalize the cost of the replacement. The component will be depreciated over the lesser of the EUL of the component or the remaining useful life of the Facility.

Cryptocurrency Machines

The Company records all assets associated with the cryptocurrency hosting operations at cost. These assets are comprised of storage trailers and the related electrical components.

The Company operates in an emerging industry for which limited data is available to make estimates of the useful economic lives of specialized equipment. Management has determined that two years best reflects the current expected useful life of transaction verification servers. This assessment takes into consideration the availability of historical data and management's expectations regarding the direction of the industry including potential changes in technology. Management will review this estimate annually and will revise such estimate as and when data comes available.

To the extent that any of the assumptions underlying management's estimate of useful life of its transaction verification servers are subject to revision in a future reporting period either as a result of changes in circumstances or through the availability of greater quantities of data then the estimated useful life could change and have a prospective impact on depreciation expense and the carrying amounts of these assets.



**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Impairment of long-lived assets**

Management reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to undiscounted future cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the long-lived asset is used, and the effects of obsolescence, demand, competition, and other economic factors.

**Asset Retirement Obligations**

Asset retirement obligations, including those conditioned on future events, are recorded at fair value in the period in which they are incurred, if a reasonable estimate of fair value can be made. The associated asset retirement costs are capitalized as part of the carrying amount of the related long-lived asset in the same period. In each subsequent period, the liability is accreted to its present value and the capitalized cost is depreciated over the EUL of the long-lived asset. If the asset retirement obligation is settled for other than the carrying amount of the liability, the Company recognizes a gain or loss on settlement. The Company's asset retirement obligation represents the cost the Company would incur to perform environmental clean-up or dismantle certain portions of the Facility.

**Revenue Recognition**

The Company recognizes revenue under ASC 606, Revenue from Contracts with Customers. The core principle of the new revenue standard is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The following five steps are applied to achieve that core principle:

- Step 1: Identify the contract with the customer
- Step 2: Identify the performance obligations in the contract
- Step 3: Determine the transaction price
- Step 4: Allocate the transaction price to the performance obligations in the contract
- Step 5: Recognize revenue when the Company satisfies a performance obligation

In order to identify the performance obligations in a contract with a customer, a company must assess the promised goods or services in the contract and identify each promised good or service that is distinct. A performance obligation meets ASC 606's definition of a "distinct" good or service (or bundle of goods or services) if both of the following criteria are met: The customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer (i.e., the good or service is capable of being distinct), and the entity's promise to transfer the good or service to the customer is separately identifiable from other promises in the contract (i.e., the promise to transfer the good or service is distinct within the context of the contract).

If a good or service is not distinct, the good or service is combined with other promised goods or services until a bundle of goods or services is identified that is distinct.

The transaction price is the amount of consideration to which an entity expects to be entitled in exchange for transferring promised goods or services to a customer. The consideration promised in a contract with a customer may include fixed amounts, variable amounts, or both.

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue Recognition (Continued)**

When determining the transaction price, an entity must consider the effects of all of the following:

- Variable consideration
- Constraining estimates of variable consideration
- The existence of a significant financing component in the contract
- Noncash consideration
- Consideration payable to a customer

Variable consideration is included in the transaction price only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. The transaction price is allocated to each performance obligation on a relative standalone selling price basis. The transaction price allocated to each performance obligation is recognized when that performance obligation is satisfied, at a point in time or over time as appropriate. There were no revenue streams with variable consideration during 2020 and 2019.

The Company's policies with respect to its revenue streams are detailed below.

*Energy Revenue*

The Company operates as a market participant through PJM Interconnection, a Regional Transmission Organization ("RTO") that coordinates the movement of wholesale electricity. The Company sells energy in the wholesale generation market in the PJM RTO. Energy revenues are delivered as a series of distinct units that are substantially the same and that have the same pattern of transfer to the customer over time and are therefore accounted for as a distinct performance obligation. The transaction price is based on pricing published in the day ahead market which constitute the stand-alone selling price.

Energy revenue is recognized over time as energy volumes are generated and delivered to the RTO (which is contemporaneous with generation), using the output method for measuring progress of satisfaction of the performance obligation. The Company applies the invoice practical expedient in recognizing energy revenue. Under the invoice practical expedient, energy revenue is recognized based on the invoiced amount which is considered equal to the value provided to the customer for the Company's performance obligation completed to date.

Reactive energy power is provided to maintain a continuous voltage level. Revenue from reactive power is recognized ratably over time as the Company stands ready to provide it if called upon by the PJM RTO.

*Capacity Revenue*

The Company provides capacity to a customer through participation in capacity auctions held by the PJM RTO. Capacity revenues are a series of distinct performance obligations that are substantially the same and that have the same pattern of transfer to the customer over time and are therefore accounted for as a distinct performance obligation. The transaction price for capacity is market-based and constitutes the stand-alone selling price.

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue Recognition (Continued)**

*Capacity Revenue (Continued)*

As capacity represents the Company's stand-ready obligation, capacity revenue is recognized as the performance obligation is satisfied ratably over time, on a monthly basis, since the Company stands ready equally throughout the period to deliver power to the PJM RTO if called upon. The Company applies the invoice practical expedient in recognizing capacity revenue. Under the invoice practical expedient, capacity revenue is recognized based on the invoiced amount which is considered equal to the value provided to the customer for the Company's performance obligation completed to date. Penalties may be assessed by the PJM RTO against generation facilities if the facility is not available during the capacity period. The penalties assessed by the PJM RTO, if any, are recorded as a reduction to capacity revenue when incurred.

*Cryptocurrency Hosting*

The Company has entered into customer hosting contracts whereby the Company provides electrical power to cryptocurrency mining customers, and the customers pay a stated amount per MWh (Contract Capacity). This amount is paid monthly in advance. Amounts used in excess of the Contract Capacity are billed based upon calculated formulas as contained in the contracts. If any shortfalls occur due to outages, make-whole payment provisions contained in the contracts are used to offset the billings to the customer which prevented them from cryptocurrency mining.

*Cryptocurrency Mining*

The Company has entered into digital asset mining pools by executing contracts, as amended from time to time, with the mining pool operators to provide computing power to the mining pool. The contracts are terminable at any time by either party and the Company's enforceable right to compensation only begins when the Company provides computing power to the mining pool operator. In exchange for providing computing power, the Company is entitled to a fractional share of the fixed cryptocurrency award the mining pool operator receives (less digital asset transaction fees to the mining pool operator which are recorded as a component of cost of revenues), for successfully adding a block to the blockchain. The terms of the agreement provides that neither party can dispute settlement terms after thirty-five days following settlement. The Company's fractional share is based on the proportion of computing power the Company contributed to the mining pool operator to the total computing power contributed by all mining pool participants in solving the current algorithm.

Providing computing power in digital asset transaction verification services is an output of the Company's ordinary activities. The provision of providing such computing power is the only performance obligation in the Company's contracts with mining pool operators. The transaction consideration the Company receives, if any, is noncash consideration, which the Company measures at fair value on the date received, which is not materially different than the fair value at contract inception or the time the Company has earned the award from the pools. The consideration is all variable. Because it is not probable that a significant reversal of cumulative revenue will not occur, the consideration is constrained until the mining pool operator successfully places a block (by being the first to solve an algorithm) and the Company receives confirmation of the consideration it will receive, at which time revenue is recognized. There is no significant financing component in these transactions.

Fair value of the cryptocurrency award received is determined using the quoted price of the related cryptocurrency at the time of receipt. There is currently no specific definitive guidance under GAAP or alternative accounting framework for the accounting for cryptocurrencies recognized as revenue or held, and management has exercised significant judgment in determining the appropriate accounting treatment. In the event authoritative guidance is enacted by the FASB, the Company may be required to change its policies, which could have an effect on the Company's combined financial position and results from operations.

**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Waste Coal Credits**

Waste coal credits are issued by the Commonwealth of Pennsylvania. Facilities that generate electricity by using coal refuse for power generation, control acid gasses for emission control, and use the ash produced to reclaim mining-affected sites are eligible for such credits. Income related to these credits is recorded upon cash receipt.

**Income Taxes**

Scrubgrass and Stronghold are structured as a limited partnership and limited liability company, respectively; therefore, the taxable income or loss of the Company is included in the income tax returns of the individual partners. Accordingly, no recognition has been given to federal or state income taxes in the accompanying financial statements.

Scrubgrass' two subsidiaries, Clearfield and Leechburg, are corporations for federal and state income tax purposes. Income taxes attributable to Clearfield and Leechburg are provided based on the asset and liability method of accounting pursuant to the Income Taxes Topic of the FASB ASC. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all, of the deferred tax asset will not be realized. Clearfield and Leechburg have not recorded any temporary differences resulting in neither a deferred tax asset nor liability for the years ending December 31, 2020.

Clearfield and Leechburg follow the Accounting for Uncertainty in Income Taxes Sub-Topic of the FASB ASC which governs the accounting for uncertainty in income taxes. Pursuant to this Sub-Topic, a tax position can be recognized in the financial statements only when it is more likely than not that the position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. A position that meets this standard is measured as the largest amount of benefit that will more likely than not be realized upon settlement. A liability is established for differences between positions taken in a tax return and amounts recognized in the financial statements. Clearfield and Leechburg did not recognize an impact under this Sub-Topic for the years ending December 31, 2020 and 2019. As of December 31, 2020, the tax years ended December 31, 2017 through 2020 are open for potential examination by taxing authorities.

**SCRUBGRASS GENERATING COMPANY, LP AND  
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**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS  
December 31, 2020 and 2019**

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Segment Reporting

Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. Our chief operating decision-maker is our chief executive officer. The Company functions in two operating segments about which separate financial information is available as follows:

|                                      | <b>2020</b>    | <b>2019</b>    |
|--------------------------------------|----------------|----------------|
| <b>Operating Revenues</b>            |                |                |
| Energy Operations                    | \$ 3,526,515   | \$ 11,015,993  |
| Cryptocurrency Operations            | 591,869        | 33,337         |
| Total Operating Revenues             | \$ 4,118,384   | \$ 11,049,330  |
| <b>Operating (Loss) Income</b>       |                |                |
| Energy Operations                    | \$ (2,454,197) | \$ (6,611,924) |
| Cryptocurrency Operations            | 13,467         | 32,003         |
| Total Operating Loss                 | \$ (2,440,730) | \$ (6,579,921) |
| <b>Depreciation and Amortization</b> |                |                |
| Energy Operations                    | \$ (558,630)   | \$ (483,658)   |
| Cryptocurrency Operations            | -              | -              |
| Total                                | \$ (558,630)   | \$ (483,658)   |
| <b>Interest Expense</b>              |                |                |
| Energy Operations                    | \$ (205,480)   | \$ (192,961)   |
| Cryptocurrency Operations            | -              | -              |
| Total                                | \$ (205,480)   | \$ (192,961)   |

Assets, at December 31, 2020, by energy operations and cryptocurrency operations totaled \$6,743,479 and \$2,618,837, respectively. Assets at December 31, 2019 related to cryptocurrency operations were not significant.

|                                    | Energy<br>Operations | Cryptocurrency<br>Operations | Total        |
|------------------------------------|----------------------|------------------------------|--------------|
| Cash                               | \$ 223,188           | \$ 79,999                    | \$ 303,187   |
| Cryptocurrencies                   | -                    | 228,087                      | 228,087      |
| Accounts receivable                | 65,900               | -                            | 65,900       |
| Due from related party             | -                    | 302,975                      | 302,975      |
| Inventory                          | 396,892              | -                            | 396,892      |
| Derivative contracts, net          | -                    | -                            | -            |
| Other current assets               | 65,831               | -                            | 65,831       |
| Property, plant and equipment, net | 5,806,423            | 2,007,776                    | 7,814,199    |
| Road bond                          | 185,245              | -                            | 185,245      |
|                                    | \$ 6,743,479         | \$ 2,618,837                 | \$ 9,362,316 |

**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Recently Issued Accounting Pronouncements**

In February 2016, FASB issued ASU 2016-02, Leases (“Topic 842”), which supersedes ASC Topic 840, Leases. Topic 842 requires lessees to recognize a lease liability and a lease asset for all leases, including operating leases, with a term greater than 12 months on its balance sheet. The update also expands the required quantitative and qualitative disclosures surrounding leases. Topic 842 will be applied using a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. In November 2019, FASB deferred the effective date for implementation of Topic 842 by one year and, in June 2020, FASB deferred the effective date by an additional year. The guidance under Topic 842 is effective for fiscal years beginning after December 15, 2021 and interim periods within fiscal years beginning after December 15, 2022. Earlier adoption is permitted. The Company is in the process of developing its new accounting policies and determining the potential aggregate impact this guidance is likely to have on its combined financial statements as of its adoption date.

**NOTE 3 - INVENTORY**

Inventories consist of the following components on December 31:

|            | 2020       | 2019       |
|------------|------------|------------|
| Waste coal | \$ 342,476 | \$ 451,073 |
| Fuel oil   | 33,243     | 36,383     |
| Limestone  | 21,173     | 42,027     |
|            | \$ 396,892 | \$ 529,483 |

**NOTE 4 - PROPERTY AND EQUIPMENT**

Property and equipment consist of the following on December 31:

|  | 2020          | 2019          |
|--|---------------|---------------|
| Land and electric plant (land: non-depreciable; plant: 5-40 years) | \$ 30,288,979 | \$ 30,288,979 |
| Machinery and equipment (2-10 years)                               | 2,862,736     | 2,421,124     |
| Computer hardware and software (3-5 years)                         | 5,062         | 4,236         |
| Vehicles (7 years)   | 81,733        | 81,733        |
| Construction in progress (non-depreciable)                         | 1,544,536     | -             |
| Asset retirement obligation (5 years)                              | 79,848        | 79,848        |
|  | 34,862,894    | 32,875,920    |
| Accumulated depreciation and amortization                          | (27,048,695)  | (26,489,492)  |
|  | \$ 7,814,199  | \$ 6,386,428  |

Depreciation and amortization charged to operations was \$558,630 and \$483,658 for the years ended December 31, 2020 and 2019, respectively.

There were no impairment charges related to miners for the years ended December 31, 2020 and 2019.

**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 5 - LONG-TERM DEBT**

Long-term debt consisted of the following on December 31:

|   | <u>2020</u>       | <u>2019</u>       |
|---|-------------------|-------------------|
| \$66,076 loan for equipment with monthly payments of \$1,537 with interest at 5.55%, due July 2021.     | \$ 16,440         | \$ 30,896         |
| \$75,000 loan for equipment with monthly payments of \$2,489 with interest at 12.67%, due April 2021.   | 14,934            | 34,362            |
| \$142,000 loan for equipment with monthly payments of \$4,620 with interest at 11.21%, due April 2021.  | 18,056            | 68,364            |
| \$70,000 loan for equipment with monthly payments of \$2,300 with interest at 11.92%, due April 2021.   | 8,974             | 31,900            |
| \$499,520 loan for equipment with monthly payments of \$8,863 with interest at 2.49% due December 2023. | 333,599           | 396,500           |
| \$499,895 loan for equipment with monthly payments of \$11,054 with interest at 2.95% due July 2023.    | 371,490           | 460,450           |
| \$212,675 loan for equipment with monthly payments of \$7,239 with interest at 6.75% due October 2022.  | <u>168,397</u>    | <u>201,710</u>    |
|   | 931,890           | 1,224,182         |
| Less current portion  | <u>449,447</u>    | <u>292,292</u>    |
|   | <u>\$ 482,443</u> | <u>\$ 931,890</u> |

Future scheduled maturities on the outstanding borrowings for each of the next three years as of December 31, 2020 are as follows:

| <u>Years ending,</u> |                   |
|----------------------|-------------------|
| 2021                 | \$ 449,447        |
| 2022                 | 300,887           |
| 2023                 | <u>181,556</u>    |
|                      | <u>\$ 931,890</u> |

**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 6 - PAYCHECK PROTECTION PROGRAM AND ECONOMIC INJURY DISASTER LOANS**

The Company received a \$638,800 loan in April 2020 under the Paycheck Protection Program (PPP) pursuant to the Coronavirus, Aid, Relief, and Economic Security (CARES) Act and a loan of \$150,000 was issued as an Economic Injury Disaster Loan (EIDL) and a \$10,000 advance from the EIDL. As a U.S. small business, the Company qualified for the PPP, which allowed businesses and non-profits with fewer than 500 employees to obtain loans of up to \$10 million to incentivize companies to maintain their workers as they manage the business disruptions caused by the COVID-19 outbreak. On December 27, 2020, the Bipartisan-Bicameral Omnibus COVID Relief Deal eliminated the requirement that PPP borrowers deduct the amount of EIDL advance from their PPP forgiveness amount. As of December 31, 2020, the \$10,000 advance was recognized as other income.

As of December 31, 2020, \$150,000 remains on the EIDL loan, which matures in April 2050. The loan bears interest at 3.75%, requires \$731 in monthly installments, and is secured by substantially all assets of the Company.

The principal payments required on the EIDL loan for years subsequent to December 31, 2020 are as follows:

| <u>Years ending,</u> |                   |
|----------------------|-------------------|
| 2021                 | \$ -              |
| 2022                 | 2,987             |
| 2023                 | 3,102             |
| 2024                 | 3,206             |
| 2025                 | 3,346             |
| Thereafter           | <u>137,359</u>    |
|                      | <u>\$ 150,000</u> |

Subsequent to year end, the Company applied for and received forgiveness of this PPP loan. On March 16, 2021, the Company received a loan of \$841,670 under the Second Draw Paycheck Protection Program.

**NOTE 7 - CONCENTRATIONS**

Credit risk is the risk of loss the Company would incur if counterparties fail to perform their contractual obligations (including accounts receivable). The Company primarily conducts business with counterparties in the cryptocurrency mining and energy industry. This concentration of counterparties may impact the Company's overall exposure to credit risk, either positively or negatively, in that its counterparties may be similarly affected by changes in economic, regulatory or other conditions. The Company mitigates potential credit losses by dealing, where practical, with counterparties that are rated at investment grade by a major credit agency or have a history of reliable performance within the cryptocurrency mining and energy industry.

Financial instruments which potentially expose the Company to concentrations of credit risk consist primarily of cash and accounts receivable. The Company's significant credit risk is primarily concentrated with DEBM, which amounted to approximately 100% of the Company's energy revenues for the years ended December 31, 2020 and 2019. DEBM accounted for 75% and 38% of the Company's accounts receivable balance at December 31, 2020 and 2019, respectively.

For the years ended December 31, 2020 and 2019, the Company purchased 100% and 99% of coal from two related parties, respectively. See Note 9 for further information.



**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 8 - COMMITMENTS AND CONTINGENCIES**

The Company experiences routine litigation in the normal course of business. Management is of the opinion that none of this routine litigation will have a material adverse effect on the Company's combined financial position or results of operations.

**NOTE 9 - RELATED-PARTY TRANSACTIONS**

Related-Party Notes

In December 2020, one of the general partners loaned \$1,500,000 to the Company for working capital and equipment financing. The loan is due December 2021 plus applicable interest. Interest accrues daily at 8.0%. On December 31, 2020, the outstanding balance due was \$1,500,000.

In December 2020, a second general partner loaned \$524,250 to the Company for working capital and equipment financing. The loan is due December 2021 plus applicable interest. Interest accrues daily at 8.0%. On December 31, 2020, the outstanding balance due was \$524,250.

Management Services Agreement

The Company has a management services agreement with Q Power, LLC to provide day-to-day management and administration services to the Company. The agreement provides for a monthly fee of \$25,000 in 2020 and \$50,000 in 2019. Amounts incurred for the years ended December 31, 2020 and 2019 were \$300,000 and \$600,000, respectively.

The Company has an amount due from Q Power, LLC of \$302,975 on December 31, 2020.

Waste Coal Agreement

The Company is obligated under a Waste Coal Agreement (the "WCA") to take minimum annual delivery of 200,000 tons of waste coal as long as there is a sufficient quantity of Waste Coal that meets the Average Quality Characteristics. Under the terms of the WCA, the Company is not charged for the waste coal itself but is charged a \$6.07 per ton base handling fee as it is obligated to mine, process, load and otherwise handle the waste coal for itself and also for other customers of Coal Valley Sales, LLC ("CVS") from the Russellton Site specifically. The Company is also obligated to unload and properly dispose of ash at the Russellton site.

A reduced handling fee is charged at \$1.00 per ton for any tons in excess of the minimum take of 200,000 tons. The Company is the designated operator at the Russellton site and therefore is responsible for complying with all state and federal requirements and regulations.

In December 2019, the Company notified CVS by letter that it intended to reduce its payments and halt production from the Russellton site due to reasons consisting of but not limited to decline of power pricing, non-performance of the Company's trucking contractor and CVS's loss of other customers sales.

In December 2020, the Company notified CVS by letter that it intends to restart operations at Russellton during the first quarter of 2021. It proposed a ramp-up of tons and payments at \$25,000 a month until the economics of the plant steady and return to the minimum take per the contract.

The Company purchased coal from Coal Valley Properties, LLC, a single-member LLC which is entirely owned by one individual that has ownership in Q Power LLC, and from CVS. CVS is a single-member LLC which is owned by a coal reclamation partnership of which an owner of Q Power LLC has a direct and an indirect interest in the partnership of 16.26%.

**SCRUBGRASS GENERATING COMPANY, LP AND**  
**STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 9 - RELATED-PARTY TRANSACTIONS (CONTINUED)**

Waste Coal Agreement (Continued)

The Company purchased coal from the following related parties for the years ended December 31, as follows:

|                             | <u>2020</u>      | <u>2019</u>         |
|-----------------------------|------------------|---------------------|
| Coal Purchases:             |                  |                     |
| Coal Valley Properties, LLC | \$ -             | \$ 754,305          |
| Coal Valley Sales, LLC      | <u>17,095</u>    | <u>1,210,562</u>    |
|                             | <u>\$ 17,095</u> | <u>\$ 1,964,867</u> |

Amounts due to related parties on December 31:

|                             | <u>2020</u>       | <u>2019</u>         |
|-----------------------------|-------------------|---------------------|
| Payables:                   |                   |                     |
| Coal Valley Properties, LLC | \$ 188,338        | \$ 188,338          |
| Q Power LLC                 | 510,000           | 695,000             |
| Coal Valley Sales, LLC      | <u>-</u>          | <u>263,868</u>      |
|                             | <u>\$ 698,338</u> | <u>\$ 1,147,206</u> |

The Company earned commissions from Coal Valley Properties, LLC on sales of ash of \$590,832 for the year ended December 31, 2019. The Company had receivables from those sales to Coal Valley Properties, LLC of \$6,148 as of December 31, 2019.

**SCRUBGRASS GENERATING COMPANY, LP AND**  
**STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 10 - COVID-19**

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Company's financial condition, liquidity, and future results of operations. Management is actively monitoring the global situation on its financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Company is not able to estimate the future effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity.

**NOTE 11 - SUPPLEMENTAL CASH FLOW INFORMATION**

Supplementary cash flow disclosures as of December 31:

|                              | <u>2020</u> | <u>2019</u> |
|------------------------------|-------------|-------------|
| Equipment financed with debt | \$ -        | \$ 712,570  |
| Interest paid                | \$ 205,480  | \$ 192,961  |

**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 12 - SUBSEQUENT EVENTS**

**Corporate Reorganization**

Stronghold Digital Mining Inc. (“Stronghold Inc.”) was incorporated as a Delaware corporation on March 19, 2021. On April 1, 2021, contemporaneously with the April 2021 Private Placement (as defined herein), the Company underwent a corporate reorganization pursuant to a Master Transaction Agreement, which is referred to herein as the “Reorganization.”

Immediately prior to the Reorganization, Q Power directly held all of the equity interests in Stronghold Digital Mining LLC (“SDM”), and indirectly held 70% of the limited partner interests, and all of the general partner interests, in Scrubgrass LP, through wholly-owned subsidiaries EIF Scrubgrass, LLC (“EIF Scrubgrass”), Falcon Power LLC (“Falcon”) and Falcon’s wholly-owned subsidiary Scrubgrass Power LLC (“Scrubgrass Power”). Aspen Scrubgrass Participant, LLC (“Aspen”), a subsidiary of Olympus Power, LLC (“Olympus”), held the remaining 30% of the limited partner interests in Scrubgrass LP. Scrubgrass LP is a Delaware limited partnership originally formed on December 1, 1990 under the name of Scrubgrass Generating Company, L.P. SDM is a Delaware limited liability company originally formed on February 12, 2020 under the name Stronghold Power LLC.

Contemporaneously with the Reorganization, using in part 200,000 shares of newly issued Series A Preferred Stock of Stronghold Inc. and in part proceeds from the April 2021 Private Placement, Stronghold Inc. acquired all of Aspen’s limited partner interest in Scrubgrass LP (the “Aspen Interest”). Pursuant to the Reorganization, Q Power contributed all of its ownership interests in EIF Scrubgrass, Falcon and SDM to Stronghold LLC in exchange for 9,400,000 common units of Stronghold LLC (“Stronghold LLC Units”), Stronghold Inc. contributed cash (using the remaining proceeds from the April 2021 Private Placement, net of fees, expenses and amounts paid to Aspen), 9,400,000 shares of Class V common stock of Stronghold Inc. and the Aspen Interest to Stronghold LLC in exchange for 3,600,000 preferred units of Stronghold LLC, and Stronghold LLC immediately thereafter distributed the 9,400,000 shares of Class V common stock to Q Power. In addition, effective as of April 1, 2021, Stronghold Inc. acquired 5,000 Stronghold LLC Units held by Q Power (along with an equal number of shares of Class V common stock) in exchange for 5,000 newly issued shares of Class A common stock.

As a result of the Reorganization, the acquisition of the Aspen Interest and the acquisition of Stronghold LLC Units by Stronghold Inc. discussed above, (i) Q Power acquired and retained 9,395,000 Stronghold LLC Units, 5,000 shares of Class A common stock of Stronghold Inc., and 9,395,000 shares of Class V common stock of Stronghold Inc., effectively giving Q Power approximately 72% of the voting power of Stronghold Inc. and approximately 72% of the economic interest in Stronghold LLC, (ii) Stronghold Inc. acquired 3,600,000 preferred units of Stronghold LLC and 5,000 Stronghold LLC Units, effectively giving Stronghold Inc. approximately 28% of the economic interest in Stronghold LLC, (iii) Stronghold Inc. became the sole managing member of Stronghold LLC and is responsible for all operational, management and administrative decisions relating to Stronghold LLC’s business and will consolidate financial results of Stronghold LLC and its subsidiaries, (iv) Stronghold Inc. became a holding company whose only material asset consists of membership interests in Stronghold LLC, and (v) Stronghold LLC directly or indirectly owns all of the outstanding equity interests in the subsidiaries through which it operates its assets, including Scrubgrass LP and SDM.

The Company’s organizational structure following the Reorganization is commonly referred to as an umbrella partnership-C corporation (or “Up-C”) structure. Pursuant to this structure, following this offering Stronghold Inc. will hold a number of Stronghold LLC Units equal to the number of shares of Class A common stock issued and outstanding, and Stronghold Unit Holders (other than Stronghold Inc.) will hold a number of Stronghold LLC Units equal to the number of shares of Class V common stock issued and outstanding.

**NOTE 12 - SUBSEQUENT EVENTS (CONTINUED)**

**Corporate Reorganization (Continued)**

Pursuant to the terms of the Preferred Stock, on (i) the date that a registration statement registering the shares of Class A common stock issuable upon the conversion of the Preferred Stock is declared effective by the SEC or (ii) the date on which a “Significant Transaction Event” occurs, as defined in the Company’s amended and restated certificate of incorporation, such shares of Preferred Stock will automatically convert into shares of Class A common stock of Stronghold Inc. on a one to one ratio, subject to certain adjustments as set forth in the Company’s amended and restated certificate of incorporation. Correspondingly, pursuant to the Stronghold LLC Agreement, preferred units in Stronghold LLC automatically convert into Stronghold LLC Units on a one to one ratio under like circumstances (subject to corresponding adjustments). All of the outstanding shares of Preferred Stock will convert into shares of Class A common stock in connection with this offering (the “Preferred Stock Conversion”) and, correspondingly, all of the preferred units in Stronghold LLC will convert into Stronghold LLC Units.

Each share of Class V common stock has no economic rights but entitles its holder to one vote on all matters to be voted on by stockholders generally. Holders of Class A common stock and Class V common stock vote together as a single class on all matters presented to the Company’s stockholders for their vote or approval, except as otherwise required by applicable law or by the Company’s amended and restated certificate of incorporation. Stronghold Inc. does not intend to list Class V common stock on any exchange.

Under the Second Amended and Restated Limited Liability Company Agreement of Stronghold LLC, as amended from time to time (the “Stronghold LLC Agreement”), each holder of Stronghold LLC units (each, a “Stronghold Unit Holder”), other than Stronghold Inc., subject to certain limitations, has the right (the “Redemption Right”) to cause Stronghold LLC to acquire all or a portion of its Stronghold LLC Units for, at Stronghold LLC’s election, (i) shares of Stronghold Inc.’s Class A common stock at a redemption ratio of one share of Class A common stock for each Stronghold LLC Unit redeemed, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions or (ii) an approximately equivalent amount of cash as determined pursuant to the Stronghold LLC Agreement. Alternatively, upon the exercise of the Redemption Right, Stronghold Inc. (instead of Stronghold LLC) has the right (the “Call Right”), for administrative convenience, to acquire each tendered Stronghold LLC Unit directly from the redeeming Stronghold Unit Holder for, at its election, (x) one share of Class A common stock, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions, or (y) an approximately equivalent amount of cash as determined pursuant to the terms of the Stronghold LLC Agreement. In addition, Stronghold Inc. has the right to require (i) upon the acquisition by Stronghold Inc. of substantially all of the Stronghold LLC Units, certain minority unitholders or (ii) upon a change of control of Stronghold Inc., each Stronghold Unit Holder (other than Stronghold Inc.), in each case, to exercise its Redemption Right with respect to some or all of such unitholder’s Stronghold LLC Units. In connection with any redemption of Stronghold LLC Units pursuant to the Redemption Right or the Call Right, the corresponding number of shares of Class V common stock will be cancelled.

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 12 - SUBSEQUENT EVENTS (CONTINUED)**

**Corporate Reorganization (Continued)**

Stronghold Inc.'s acquisition (or deemed acquisition for U.S. federal income tax purposes) of Stronghold LLC Units pursuant to an exercise of the Redemption Right or the Call Right is expected to result in adjustments to the tax basis of the tangible and intangible assets of Stronghold LLC, and such adjustments will be allocated to Stronghold Inc. These adjustments would not have been available to Stronghold Inc. absent its acquisition or deemed acquisition of Stronghold LLC Units and are expected to reduce the amount of cash tax that Stronghold Inc. would otherwise be required to pay in the future.

In connection with the Reorganization, Stronghold Inc. entered into a Tax Receivable Agreement with Q Power and an agent named by Q Power (the "Tax Receivable Agreement"). The Tax Receivable Agreement generally provides for the payment by Stronghold Inc. to Q Power (or its permitted assignees) of 85% of the net cash savings, if any, in U.S. federal, state and local income and franchise tax (computed using the estimated impact of state and local taxes) that Stronghold Inc. actually realizes (or is deemed to realize in certain circumstances) as a result of (i) certain increases in tax basis that occur as a result of its acquisition (or deemed acquisition for U.S. federal income tax purposes) of all or a portion of Stronghold Unit Holders' Stronghold LLC Units pursuant to an exercise of the Redemption Right or the Call Right and (ii) imputed interest deemed to be paid by Stronghold Inc. as a result of, and additional tax basis arising from, any payments Stronghold Inc. makes under the Tax Receivable Agreement.

Payments will generally be made under the Tax Receivable Agreement as Stronghold Inc. realizes actual cash tax savings from the tax benefits covered by the Tax Receivable Agreement. However, if Stronghold Inc. experiences a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations, but generally would not include an initial public offering of a combination with a SPAC) or the Tax Receivable Agreement terminates early (at Stronghold Inc.'s election or as a result of Stronghold Inc.'s breach), Stronghold Inc. would be required to make an immediate payment equal to the present value of the future payments it would be required to make if it realized deemed tax savings pursuant to the Tax Receivable Agreement (determined by applying a discount rate equal to one-year LIBOR (or an agreed successor rate, if applicable) plus 100 basis points, and using numerous assumptions to determine deemed tax savings) and such early termination payment is expected to be substantial and may exceed the future tax benefits realized by Stronghold Inc. Stronghold Inc. will be dependent on Stronghold LLC to make distributions to Stronghold Inc. in an amount sufficient to cover Stronghold Inc.'s obligations under the Tax Receivable Agreement.

On April 1, 2021, Stronghold Inc. entered into the Series A Stock Purchase Agreement with certain accredited investors to sell 3,400,000 shares of Series A Preferred Stock at a price of \$25.00 per share, for an aggregate purchase price of \$85.0 million.

**Purchase Agreements**

On April 2, 2021, the Company entered into a purchase agreement with a seller for the acquisition of 15,000 of their MV7 ASIC SHA256 model cryptocurrency miner equipment (miners) with a total terahash to be delivered equal to 1.5 million terahash (total terahash). The price per miner is \$4,892.50 for an aggregate purchase price of \$73,387,500 to be paid in installments. The first installment equal to 60% of the purchase price, or \$44,032,500, was paid on April 2, 2021. The company shall make two additional installment payments of 20% of the purchase price, or \$14,677,500 each, to be paid on June 2, 2021 and the other one month before the shipping date. The seller anticipates shipping no less than 5,000 miners by October 31, 2021, no less than 5,000 miners by November 30, 2021 and the remainder by December 31, 2021. In exchange for the delivery of the total terahash, seller shall be granted 154,114 shares of Stronghold Digital Mining at a price per share of \$25. The aggregate purchase price does not include shipping costs, which are the responsibility of the Company and shall be determined at which time the miners are ready for shipment.

**SCRUBGRASS GENERATING COMPANY, LP AND  
STRONGHOLD DIGITAL MINING LLC**

**NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**NOTE 12 - SUBSEQUENT EVENTS (CONTINUED)**

**Purchase Agreements (Continued)**

The Company entered into a hardware purchase and sales agreement with a party effective April 1, 2021. Hardware includes, but is not limited to ASIC Miners, power supply units, power distribution units and replacement fans for ASIC Miners. All hardware must be paid for in advance before being shipped to the Company. The Company made payments to this party totaling \$4,528,000 in April 2021.

The Company entered into an agreement with a party to provide approximately 14,285 miners at a cost of approximately \$33,783,000. The Company was required to make an initial payment on the miners that are expected to begin delivery in September 2021. The Company made a deposit of \$15,758,432 in April 2021. Once operational, after deducting an amount equal to \$0.027/kWh for the actual power used, 65% of all cryptocurrency revenue generated by the miners shall be payable to the Company and 35% of all cryptocurrency revenue generated by the miners shall be payable to this party or its designee.

In April 2021, the Company purchased 800 miners for a combined purchase price of \$5,657,432. These miners have been partially delivered and the remainder are expected to be delivered in 2021.

**Non-binding Letter of Intent**

In March 2021, the Company entered into a non-binding letter of intent for the purchase of two additional coal refuse reclamation-to-energy facilities.

**Series B Offering**

On April 26, 2021, the Company commenced an offering for shares of its Series B Convertible Redeemable Preferred Stock.

PANTHER CREEK POWER OPERATING LLC

UNAUDITED CONDENSED BALANCE SHEETS  
 JUNE 30, 2021 AND DECEMBER 31, 2020

|  | June 30,<br>2021 | December 31,<br>2020 |
|--|------------------|----------------------|
| <b>Assets</b>                          |                  |                      |
| Current assets                         |                  |                      |
| Cash and cash equivalents              | \$ 47,357        | \$ 33,241            |
| Accounts receivable                    | 589,019          | 69,539               |
| Inventory                              | 1,716,796        | 2,268,653            |
| Prepays and other current assets       | 196,262          | 181,151              |
| Total current assets                   | 2,549,434        | 2,552,584            |
| Property, plant and equipment          | 10,270,443       | 10,270,443           |
| Less: accumulated depreciation         | 4,402,645        | 4,198,472            |
| Property, plant and equipment, net     | 5,867,798        | 6,071,971            |
| Security Deposits                      | 164,869          | 246,869              |
| Total assets                           | \$ 8,582,101     | \$ 8,871,424         |
| <b>Liabilities and Members' Equity</b> |                  |                      |
| Current liabilities                    |                  |                      |
| Accounts payable                       | \$ 498,013       | \$ 940,895           |
| Payable to affiliates, net             | 2,957,590        | 2,628,123            |
| Accrued liabilities                    | 399,640          | 426,406              |
| Notes payable – current portion        | 80,274           | 77,290               |
| Total current liabilities              | 3,935,517        | 4,072,714            |
| Notes payable – non-current portion    | 163,936          | 204,833              |
| Total long-term liabilities            | 163,936          | 204,833              |
| Commitments and contingencies          |                  |                      |
| Members' Equity                        | 4,482,648        | 4,593,877            |
| Total liabilities and members' equity  | \$ 8,582,101     | \$ 8,871,424         |



**PANTHER CREEK POWER OPERATING LLC**  
**UNAUDITED CONDENSED STATEMENTS OF OPERATIONS**  
**FOR THE SIX MONTHS ENDING JUNE 30, 2021 AND 2020**

|                                   | 2021         | 2020           |
|-----------------------------------|--------------|----------------|
| <b>Operating revenues</b>         |              |                |
| Electricity                       | \$ 2,870,572 | \$ 2,624,153   |
| Other revenue                     | 293,567      | 349,734        |
| Total operating revenues          | 3,164,139    | 2,973,887      |
| <b>Operating expenses</b>         |              |                |
| Fuel                              | 942,057      | 1,865,600      |
| <b>Operations and maintenance</b> | 2,390,085    | 2,329,110      |
| Depreciation                      | 204,174      | 210,901        |
| Total operating expenses          | 3,536,316    | 4,405,611      |
| Loss from operations              | (372,177)    | (1,431,724)    |
| <b>Other income (expense)</b>     |              |                |
| Interest income                   | 8,884        | —              |
| Interest expense                  | (5,252)      | (5,263)        |
| Waste coal credit                 | 257,316      | —              |
| Total other income (expense)      | 260,948      | (5,263)        |
| Loss before income taxes          | (111,229)    | (1,436,987)    |
| Net loss                          | \$ (111,229) | \$ (1,436,987) |

**PANTHER CREEK POWER OPERATING LLC**  
**UNAUDITED CONDENSED STATEMENTS OF MEMBERS' EQUITY**  
**FOR THE SIX MONTHS ENDING JUNE 30, 2021 AND 2020**

|   | Olympus<br>Panther<br>Holdings, LLC | Liberty Bell<br>Funding, LLC |    | Total<br>Members'<br>Equity |
|---|-------------------------------------|------------------------------|----|-----------------------------|
| <b>Balance, January 1, 2020</b>                           | \$ 2,325,426                        | \$ 4,829,678                 | \$ | 7,155,104                   |
| Net loss  | (467,021)                           | (969,966)                    |    | (1,436,987)                 |
| <b>Balance, June 30, 2020</b>                             | \$ 1,858,405                        | \$ 3,859,712                 |    | \$ 5,718,117                |
|   |                                     |                              |    |                             |
|   | Olympus<br>Panther<br>Holdings, LLC | Liberty Bell<br>Funding, LLC |    | Total<br>Members'<br>Equity |
| <b>Balance, January 1, 2021</b>                           | \$ 1,493,027                        | \$ 3,100,850                 | \$ | 4,593,877                   |
| Net loss for the period January 1, 2021 to April 15, 2021 | (109,444)                           | (227,306)                    |    | (336,750)                   |
| <b>Balance, April 15, 2021</b>                            | 1,383,583                           | 2,873,544                    |    | 4,257,127                   |
| Transfer of membership interests on April 16, 2021        | (1,383,583)                         | 1,383,583                    |    | —                           |
| Net income for the period April 16, 2021 to June 30, 2021 | —                                   | 225,521                      |    | 225,521                     |
| <b>Balance, June 30, 2021</b>                             | \$ —                                | \$ 4,482,648                 |    | \$ 4,482,648                |

**PANTHER CREEK POWER OPERATING LLC**  
**UNAUDITED CONDENSED STATEMENTS OF CASH FLOWS**  
**FOR THE SIX MONTHS ENDING JUNE 30, 2021 AND 2020**

|  | 2021         | 2020           |
|--|--------------|----------------|
| <b>Operating activities</b>  |              |                |
| Net loss   | \$ (111,229) | \$ (1,436,987) |
| Adjustment to reconcile net loss to net cash provided by operating activities: |              |                |
| Depreciation   | 204,174      | 210,901        |
| Changes in operating assets and liabilities:                                   |              |                |
| Accounts receivable  | (519,480)    | 186,184        |
| Inventory  | 551,857      | 1,215,177      |
| Prepays and other current assets   | (15,111)     | 47,808         |
| Security deposits  | 82,000       |                |
| Accounts payable   | (442,882)    | (592,436)      |
| Payable to affiliates, net   | 329,467      | 394,304        |
| Accrued liabilities  | (26,767)     | 60,659         |
| Net cash provided by operating activities                                      | 52,029       | 85,610         |
| <b>Investing activities</b>  |              |                |
| Purchases of property, plant and equipment                                     | —            | —              |
| Net cash used in investing activities  | —            | —              |
| <b>Financing activities</b>  |              |                |
| Payment of notes payable   | (37,913)     | (17,425)       |
| Net cash used in financing activities  | (37,913)     | (17,425)       |
| Net increase (decrease) in cash and cash equivalents                           | 14,116       | 68,185         |
| Cash and cash equivalents, beginning of period                                 | 33,241       | 16,670         |
| Cash and cash equivalents, end of period                                       | \$ 47,357    | \$ 84,855      |
| <b>Supplemental disclosure</b>   |              |                |
| Cash paid for interest   | \$ 10,125    | \$ 11,842      |

**PANTHER CREEK POWER OPERATING LLC**  
**NOTES TO THE UNAUDITED CONDENSED FINANCIAL STATEMENTS**  
**FOR THE SIX MONTHS ENDING JUNE 30, 2021 AND 2020**

**1. Organization and Business**

Panther Creek Partners, a Delaware general partnership (the “Partnership”) was organized in November 1989 pursuant to a Joint Venture Agreement on November 1, 1989 (as amended and restated as of July 1, 1990 and November 1, 1991, the “Partnership Agreement”) between Pegasus Power Partners, a California limited partnership (“Pegasus Partners”), and CD Panther Partners, L.P., a Delaware limited partnership (“CD Panther”). Pegasus Partners and CD Panther were general partners of the Partnership, each with a 50% interest.

The Partnership was formed to develop, own, lease and operate a culm-powered generation facility (the “Facility”) in the Borough of Nesquehoning, Carbon County, Pennsylvania, and an approximate thirty-one mile transmission line (collectively the “Project”). On December 31, 1992, the Partnership sold three separate undivided interests (aggregating 100% of the project) to State Street Bank and Trust Company of Connecticut National Association who acts as Trustee (State Street, together with U.S. Bank National Association as its successor, the “Owner Trustees”) for three independent affiliates of financial institutions, or corporations, acting as investors (the “Owner Participants”). The three Owner Trustees in turn beneficially held the real property interests related to the Facility through a fourth trust, of which State Street (and its successor U.S. Bank National Association) is also the trustee (the “Owner Real Property Trustee”).

The Partnership then leased such undivided interests back from the Owner Trustees under three separate, but substantially identical, triple net leases (the “Leases”), together with a separate reassignment and sublease agreement with the Owner Trustees and the Owner Real Property Trustee with respect to the real property interests in the Facility. The Leases, which were for nineteen years and seven months and expired in August 2012, included provisions to either extend the lease terms under a renewal option for periods ranging from two to ten years, or to purchase the Project at its fair market value or 50% of original cost at the end of the base or extended terms. Absent exercise of these options and agreement on the relevant terms, the Leases and related agreements provided for a handback of the Facility and the related interests therein to the Owner Trustees and the Owner Real Property Trustee acting on behalf of the Owner Participants.

The original bonds and construction loan of \$175 million used to finance the construction of the Project were assumed by the Owner Trustees as lessors of the Project (the “Lessors”). The Partnership remained liable for various costs including fluctuations in the fixed to floating rate swap arrangements, letter of credit fees, royalties for the Facility site lease, easement payments, and continuing administrative costs of the sale-leaseback transaction.

On January 22, 2011, the Partnership notified the Lessors of its decision to exercise the purchase option permitted by Section 13(c)(i) of the Leases. This election triggered a series of events, starting with an Appraisal Procedure, which determined the Fair Market Sales Value of the Undivided Interest and Real Property Interest on the last day of the Base Lease Term. The purchase price was the lesser of the Fair Market Sales Value, which was determined to be \$38,000,000, or an amount equal to \$247,000,000. The Partnership then withdrew its election by giving the Lessors written notice of such withdrawal.

Prior to July 10, 2012, two of the trust interests were held by Liberty Bell Funding LLC, a wholly-owned indirect subsidiary of ArcLight Capital Holding, LLC, totaling a 67.5% interest in the Facility and the other trust interest was held by BAL Investment & Advisory, Inc., representing a 32.5% interest in the Facility. Under the Agreement to Purchase dated July 10, 2012, Olympus Panther Holdings, LLC purchased BAL Investment & Advisory, Inc.’s trust interest. Olympus Panther Holdings, LLC is owned 23.077% by Liberty Bell Funding LLC and 76.923% by Olympus Panther Funding LLC, an affiliate of Olympus Power LLC. At the termination of the lease, Liberty Bell Funding LLC and Olympus Panther Holdings, LLC contributed their trust interests in the Facility into Panther Creek Power Operating LLC, a Delaware limited liability company (the “Company”), formed to hold the trust interests and operate the Facility. As this resulted in a change of control, the acquisition was accounted for using the purchase method of accounting for business combinations. As of December 31, 2012, through the direct and indirect membership interests, Panther Creek Power Operating LLC was owned 75% by Liberty Bell Funding LLC and 25% by Olympus Panther Funding, LLC. Under the Purchase and Sale Agreement dated July 27, 2016, Olympus Steelhead Holdings, LLC, an affiliate of Olympus Power LLC, purchased 100% of the membership in

Liberty Bell Funding LLC from Liberty Bell Funding Holdings, LLC, a wholly-owned indirect subsidiary of ArcLight Capital Holding, LLC.

On April 16, 2021, Olympus Panther Funding, LLC contributed its 25% membership interest in the Company, its 76.92% of the membership interests in Olympus Panther Holdings, LLC, and its 50% of the membership interests in Panther Creek Permitting, LLC, a Delaware limited liability company, to Panther Creek Reclamation Holdings, LLC, a Delaware limited liability company. Simultaneously, Olympus Steelhead Holdings, LLC contributed its 100% membership interest in Liberty Bell Funding, LLC to Panther Creek Reclamation Holdings, LLC. Following this reorganization of the membership interests, Olympus Steelhead Holdings, LLC owns 75% of Panther Creek Reclamation Holdings, LLC, Olympus Panther Funding, LLC holds 25% of the membership interests in Panther Creek Reclamation Holdings, LLC and Panther Creek Reclamation Holdings, LLC owns 100% of Liberty Bell Funding, LLC, which in turn, owns 100% of each of the Company, Panther Creek Permitting, LLC, and Olympus Panther Holdings, LLC.

On July 9, 2021, an Equity Contribution Agreement was entered into by and among Panther Creek Reclamation Holdings, LLC, Stronghold Digital Mining Holdings, LLC and Olympus Power LLC, whereby Panther Creek Reclamation Holdings, LLC has agreed to contribute all of the membership interests in Liberty Bell Funding, LLC to Stronghold Digital Mining Holdings, LLC.

The Company has an interconnection agreement with PJM Interconnection LLC. The Company sells electricity in the day ahead market to PJM Settlement, Inc (“PJM”).

## **2. Going Concern**

The Company has been unable to generate positive cash flows operating as a merchant coal facility under the current market conditions with PJM. The combination of low natural gas prices and mild winter weather have resulted in significantly depressed power pricing within PJM since 2019 leading to a situation where energy margins and capacity payments are not sufficient to operate the facility. Due to an extreme weather pattern in a section of the country in February 2021, the facility was dispatched by PJM for several days at favorable pricing. The facility was also dispatched by PJM for several short runs in June and July 2021 due to congestion issues within its node. However, based on the forward energy curves, management does not expect to base load operate the facility for the remainder of 2021. Without positive cash flow from regular winter dispatch and favorable capacity clearing prices in the upcoming PJM capacity auctions, management anticipates that the Company will continue to experience significant cash deficiencies under its existing cost structure.

Management of the Company is currently in negotiation with a third party to sell the Company. Management of the Company believes the viability of the Company is contingent upon the potential buyer’s ability and willingness to invest additional capital in the Company’s operations. Absent a sale to the potential buyer, the ability to continue as a going concern is predicated on the Company’s ability to meet budget and/or seek alternative financing. There are no assurances that the Company will be successful in either of these efforts.

The accompanying financial statements have been prepared on a going concern basis which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. These conditions raise substantial doubt about the Company’s ability to continue in operation as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

## **3. Summary of Significant Accounting Policies**

### *Basis of Presentation*

The Company’s financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as codified by the Financial Accounting Standards Board (“FASB”) in its Accounting Standards Codification (“ASC”).

### *Use of Estimates in Financial Statement Preparation*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenues and expenses during the reported period. While management believes current estimates are reasonable and appropriate, actual results could differ from those estimates.

#### *Cash and Cash Equivalents*

For purposes of the statements of cash flows, the Company considers short-term investments purchased with an original maturity of three months or less to be cash equivalents.

#### *Allowance for Doubtful Accounts*

The Company reviews the collectability of its accounts receivable on a regular basis, primarily under the specific identification method. As of June 30, 2021 and 2020, no allowance for doubtful accounts was considered necessary.

#### *Inventory*

Inventory consists of culm and is valued using the lower of cost or market with cost determined using the average cost method.

#### *Property, Plant and Equipment*

The Company's property, plant and equipment is primarily comprised of a culm-powered generation facility and an approximately thirty-one mile transmission line. The value assigned was based on the fair value of the property, plant and equipment at acquisition and is being depreciated on a straight-line basis over thirty years. Other components of property, plant and equipment are stated at cost and are depreciated on a straight-line basis over their respective estimated useful lives of two to five years. Depreciation expense for the periods ended June 30, 2021 and 2020 was \$204,174 and \$210,900, respectively.

The Company accounts for the impairment or disposal of property, plant and equipment in accordance with Accounting Standards Codification ("ASC") 360, *Property, Plant and Equipment*. An impairment loss is recognized if the carrying amount of a long-lived asset is not recoverable from its future undiscounted cash flows and measured as the difference between the carrying amount and fair value of the asset. The Company records impairment losses on long-lived assets when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows to be generated by those assets are less than the carrying amounts of those assets. Based on management's estimates, there was no impairment of long-lived assets for the periods ended June 30, 2021 and 2020.

#### *Revenue Recognition*

On January 1, 2019, the Company adopted ASU 2014-09, "*Revenues from Contracts with Customers*" (ASC 606), which is the new revenue recognition guidance. The Company elected to apply ASC 606 using the modified retrospective method which allows entities to (a) record the cumulative effect of initially applying ASC 606 as an adjustment to opening member's equity and (b) electing to apply the guidance in ASC 606 only to contracts that were not completed as of January 1, 2019.

ASC 606 requires an entity to recognize revenue when control of the promised goods or services is transferred to customers in an amount that reflects the consideration the entity expects to be entitled to receive in exchange for those goods or services.

The adoption of ASC 606 did not result in any change to the accounting for the Company's revenues. As such no cumulative effect adjustment was recorded to partner's deficit as of January 1, 2019. Additionally, ASC 606 had no impact on any of the Company's financial statement line items for the year ended December 31, 2019. The Company's policies with respect to its revenue streams are detailed below.

*Energy Revenue* - The Company operates as a market participant through PJM Interconnection, a Regional Transmission Organization (“RTO”) that coordinates the movement of wholesale electricity. The Company sells energy in the wholesale generation market in the PJM RTO. Energy revenues are delivered as a series of distinct units that are substantially the same and that have the same pattern of transfer to the customer over time and are therefore accounted for as a distinct performance obligation. The transaction price is based on pricing published in the day ahead market which constitute the stand-alone selling price.

Energy revenue is recognized as energy volumes are generated and delivered to the RTO (which is contemporaneous with generation), using the output method for measuring progress of satisfaction of the performance obligation. The Company applies the invoice practical expedient in recognizing energy revenue. Under the invoice practical expedient, energy revenue is recognized based on the invoiced amount which is considered equal to the value provided to the customer for the Company’s performance obligation completed to date.

*Capacity Revenue* - The Company provides capacity to customers through participation in capacity auctions held by the PJM RTO. Capacity revenues are a series of distinct performance obligations that are substantially the same and that have the same pattern of transfer to the customer over time and are therefore accounted for as a distinct performance obligation. The transaction price for capacity is market-based and constitutes the stand-alone selling price.

As capacity represents the Company’s stand-ready obligation, capacity revenue is recognized as the performance obligation is satisfied ratably over time, on a monthly basis, since the Company stands ready equally throughout the period to deliver power to the PJM RTO if called upon. The Company applies the invoice practical expedient in recognizing capacity revenue. Under the invoice practical expedient, capacity revenue is recognized based on the invoiced amount which is considered equal to the value provided to the customer for the Company’s performance obligation completed to date. Penalties may be assessed by the PJM RTO against generation facilities if the facility is not available during the capacity period. The penalties assessed by the PJM RTO, if any, are recorded as a reduction to capacity revenue when incurred.

*Reactive Power and Ancillary Services* – Other wholesale contracts include revenue activity with the PJM RTO for reactive power and ancillary services. These are delivered over time as a series of distinct performance obligations. The transaction price for these services is market based.

Reactive power revenue is provided to maintain a continuous voltage level. Revenue from reactive power is recognized ratably over time as the Company stands ready to provide it if called upon by the PJM RTO. Ancillary service revenue is recorded when the service is performed. The right to invoice directly corresponds to the value provided to the customer for the Company’s performance obligations completed to date and therefore the Company applies the invoice practical expedient when recognizing these revenues.

#### *Accounting for Asset Retirement Obligation*

The Company accounts for asset retirement obligations in accordance with ASC 410, *Asset Retirement and Environmental Obligations*. ASC 410 requires that the fair value of a liability for an asset retirement obligation be recognized in the period in which it is incurred if a reasonable estimate of fair value can be made. The costs associated with the asset retirement obligation are capitalized as part of the carrying amount of the long-lived asset. The Company does not have any asset retirement obligations as it is management’s intent to maintain these facilities in a manner such that they will be operated indefinitely.

#### *Environmental Costs*

The Company may be exposed to environmental costs in the ordinary course of business. Expenditures for ongoing compliance with environmental regulations that relate to current operations are expensed or capitalized as appropriate. Expenditures that relate to an existing condition caused by past operations, and that do not contribute to current or future revenue generation are expensed. Liabilities are recorded when environmental assessments indicate that remediation efforts are probable and the costs can be reasonably estimated. Estimates of the liability are based upon currently available facts, existing technology and presently enacted laws and regulations taking into consideration the likely effects of inflation and other societal and economic factors, and include estimates of associated legal costs. These amounts also consider prior experience in remediating contaminated sites, other

companies' clean-up experience and data released by the Environmental Protection Agency or other organizations. These estimated liabilities are subject to revision in future periods based on actual costs or new circumstances, and are included on the balance sheets at their undiscounted amounts, if any. As of June 30, 2021 and 2020, no known environmental liabilities exist.

#### *Income Taxes*

As a limited liability company, the Company is not a taxpaying entity for federal income tax purposes. The Company's income, gains, losses and tax credits for federal income tax purposes pass to the members who individually report their share of such items on their income tax returns. The Partnership is not subject to Pennsylvania state income tax.

The Company accounts for income taxes and uncertainty in income taxes in accordance with ASC 740, *Income Taxes*. The guidance clarifies the accounting for income taxes by prescribing the minimum recognition threshold an income tax position is required to meet before being recognized in the financial statements and applies to all income tax positions. Each income tax position is assessed using a two-step process. A determination is made as to whether it is more likely than not that the income tax position will be sustained, based upon technical merits, upon examination by the taxing authorities. If the income tax position is expected to meet the more likely than not criteria, the benefit recorded in the financial statements equals the largest amount that is greater than 50% likely to be realized upon its ultimate settlement.

The income tax positions taken by the Company for any years open under the various statutes of limitations is that the Company continues to be exempt from federal income taxes by virtue of its pass through status and that federal income tax is attributable to the members. Management believes that this income tax position meets the more likely than not threshold and, accordingly, the tax benefit of this income tax position (no federal income tax expense or liability) has been recognized for the periods ended June 30, 2021 and 2020. The Company believes there are no income tax positions (federal or state) taken or expected to be taken that would significantly increase or decrease unrecognized tax benefits within twelve months of the reporting date.

None of the Company's federal or state income tax returns are currently under examination by the Internal Revenue Service ("IRS") or respective state authority. However, fiscal year 2017 and later remains subject to examination by the IRS and respective state authority.

#### *Derivative Instruments and Hedging Activities*

In accordance with ASC 815, *Derivatives and Hedging*, derivative instruments are recorded at fair value as either assets or liabilities in the Company's balance sheet. For a derivative designated as, and meeting the specific criteria as a hedge, any change in fair value of the derivative against changes in future cash flows of the underlying hedged item may be deferred through other comprehensive income, a component of members' equity, in the period of change. For a derivative not designated as, or not meeting specific criteria as a hedge, changes in fair value will be recognized in current earnings in the period of change.

The Company has certain commodity contracts for the physical delivery of purchase and sale quantities transacted in the normal course of business. Since these activities are executory contracts and qualify as normal purchase and normal sale activities under ASC 815, the Company has not recorded the value of the related contracts on its balance sheet as permitted under ASC 815.

#### *Concentrations of Credit Risk*

Financial instruments, which potentially subject the Company to credit risk, consist primarily of cash and cash equivalents, and accounts receivable. The Company's cash and cash equivalents balance includes investments in money market securities and securities backed by the U.S. Government. The Company's cash accounts, which at times exceed federally insured limits, are held by major financial institutions.

For the periods ended June 30, 2021 and 2020, PJM accounted for approximately 56% and 88%, respectively, of the Company's revenue and for 91% and 100%, respectively, of the Company's trade accounts receivable as of June 30, 2021 and 2020. The Company does not collateralize accounts receivable.



### Costs Associated with Exit or Disposal Activities

The Company accounts for costs associated with exit or disposal activities in accordance with ASC 420, *Exit or Disposal Cost Obligations*. This statement requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred. The Company did not initiate any disposal activities in 2021 and 2020 and is not currently contemplating any such activities.

### Major Maintenance

In accordance with ASC 360, *Property, Plant and Equipment*, the Company expenses costs for major maintenance in the period such costs are incurred.

### Waste Coal Credits

Under the Coal Refuse Energy and Reclamation Tax Credit Program administered by the Pennsylvania Department of Community and Economic Development, the company earns tax certificates by using coal refuse for power generation to reclaim mining-affected sites in the state of Pennsylvania.

### Recent Accounting Pronouncements

ASU No. 2016-02, *Leases (Topic 842)*. In February 2016, the FASB issued a new standard on leasing. From the lessee's perspective, the new standard establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement for lessees. From the lessor's perspective, the new standard requires a lessor to classify leases as sales type, finance or operating. A lease will be treated as a sale if it transfers all of the risks and rewards, as well as control of the underlying asset, to the lessee. If risk and rewards are conveyed without the transfer of control, the lease is treated as a financing lease. If the lessor doesn't convey risks and rewards or control, an operating lease results. For nonpublic entities this new standard is effective for fiscal years beginning after December 15, 2021. A modified retrospective transition approach is required for leases for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. A modified retrospective transition approach is required for lessors for sales-type, direct financing, and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is in the process of evaluating the impact of this new pronouncement on its financial statements.

## 4. Limited Liability Company Agreement

The Limited Liability Company Agreement of Panther Creek Power Operating LLC (the "LLC Agreement") dated April 18, 2012, among other things, provides for the allocation of net income and loss and cash distributions between Olympus Panther Holdings LLC and Liberty Bell Funding LLC. The LLC Agreement also establishes the board of managers defines manager duties and defines accounting and tax reporting requirements.

## 5. Property, Plant and Equipment

Major classifications and estimated useful lives of property, plant and equipment as of June 30, 2021 and December 31, 2020 are as follows:

|  | <u>Estimated Life</u> | <u>2021</u>         | <u>2020</u>         |
|--|-----------------------|---------------------|---------------------|
| Plant facility                           | 30 years              | \$ 8,322,521        | \$ 8,322,521        |
| Rolling stock                            | 2-5 years             | 1,896,395           | 1,896,395           |
| Furniture & fixtures                     | 5 years               | 22,000              | 22,000              |
| Office equipment                         | 3-5 years             | 29,527              | 29,527              |
|  |                       | <u>10,270,443</u>   | <u>10,270,443</u>   |
| Less: accumulated depreciation           |                       | <u>(4,402,645)</u>  | <u>(4,198,472)</u>  |
| Total property, plant and equipment, net |                       | <u>\$ 5,867,798</u> | <u>\$ 6,071,971</u> |

## 6. Notes Payable

On October 25, 2018, the Company entered into an installment sale agreement with Caterpillar Financial Services Corporation to finance the purchase of a wheel loader. The term of the loan is 60 months and has a 7.60% annual interest rate. Under a customer care program payment assistance agreement with Caterpillar Financial Services Corporation, which was offered to its customers who had a demonstrated impact from the Covid-19 virus, the Company was able to skip four monthly payments and extend the term of the original agreement.

The future maturities of notes payable for the next five years as of June 30, 2021 are as following:

|                                 |    |                |
|---------------------------------|----|----------------|
| 2022                            | \$ | 80,274         |
| 2023                            |    | 86,592         |
| 2024                            |    | 77,344         |
| Total minimum payments required | \$ | <u>244,210</u> |

## 7. Related Party Transactions

Effective August 2, 2012, the Company entered into the Operations and Maintenance Agreement (the "O&M Agreement") with Panther Creek Energy Services LLC, a wholly-owned subsidiary of Olympus Services LLC, which in turn, is a wholly-owned subsidiary of Olympus Power LLC. Under the O&M Agreement, Panther Creek Energy Services LLC provides the Company with operations and maintenance services with respect to the Facility. The Company reimburses Panther Creek Energy Services LLC for actual wages and salaries. The Company also pays a management fee of \$175,000 per operating year, which is payable monthly and is adjusted by the consumer price index on each anniversary date of the effective date. The amount expensed for the periods ended June 30, 2021 and 2020 was \$978,833 and \$1,166,856, respectively, of which \$1,356,347 and \$858,951 was included in accounts payable - affiliates as of June 30, 2021 and 2020, respectively. In connection with the Equity Contribution Agreement entered into on July 9, 2021, the Company entered into the Amended and Restated Operations and Maintenance Agreement (the "Amended O&M Agreement") with Panther Creek Energy Services LLC. Under the Amended O&M Agreement, the management fee is \$250,000 for the twelve month period following the effective date and \$325,000 per year thereafter. The effective date of the Amended O&M Agreement is the closing date of the Equity Contribution Agreement.

Effective August 1, 2012, the Company entered into the Fuel Management Agreement (the "Fuel Agreement") with Panther Creek Fuel Services LLC, a wholly-owned subsidiary of Olympus Services LLC, which in turn, is a wholly-owned subsidiary of Olympus Power LLC. Under the Fuel Agreement, Panther Creek Fuel Services LLC provides the Company with operations and maintenance services with respect to the Facility. The Company reimburses Panther Creek Energy Services LLC for actual wages and salaries. The amount expensed for the periods ended June 30, 2021 and 2020 was \$243,692 and \$310,793, respectively, of which \$67,681 and \$23,075 was included in accounts payable - affiliates as of June 30, 2021 and 2020, respectively.

Effective August 1, 2012, the Company entered into the Asset Management Agreement with Olympus Services LLC. Under the Asset Management Agreement, Olympus Services LLC provides the Company with asset management services with respect to the Facility. The Company reimburses Olympus Services LLC for actual wages and salaries. The Company also pays an asset management fee of \$175,000 per operating year, which is payable monthly and is adjusted by the consumer price index on each anniversary date of the effective date. The amount expensed for the periods ended June 30, 2021 and 2020 was \$94,657 and \$94,023, respectively, of which \$915,227 and \$726,547 was included in accounts payable - affiliates as of June 30, 2021 and 2020, respectively. In connection with the Equity Contribution Agreement entered into on July 9, 2021, the Company entered into the Amended and Restated Asset Management Agreement (the "Amended Asset Management Agreement") with Olympus Services LLC. Under the Amended Asset Management Agreement, the management fee is \$250,000 for the twelve month period following the effective date and \$375,000 per year thereafter. The effective date of the Amended Asset Management Agreement is the closing date of the Equity Contribution Agreement.

The Company has a Fuel Service and Beneficial Use Agreement ("FBUA") with Northampton Fuel Supply Company, Inc. ("NFS"), a wholly-owned subsidiary of Olympus Power. The Company buys fuel from and sends ash to NFS, for the mutual benefit of both facilities, under the terms and rates established in the FBUA. The FBUA

expires December 31, 2023. For the periods ended June 30, 2021 and 2020, the Company expensed approximately \$38,000 and \$123,000, respectively, which is included in fuel expense in the accompanying statement of operations. The Company owed NFS approximately \$0 and \$171,114 at June 30, 2021 and 2020, respectively, which is included in due to affiliates, net on the accompanying balance sheets.

## 8. Fair Value of Financial Instruments

The estimated fair value of the Company's financial instruments has been determined using available market information and valuation methodologies in accordance with ASC 820, *Fair Value Measurements and Disclosures*. At June 30, 2021, the carrying value of cash and cash equivalents, accounts receivable and accounts payable are representative of fair values due to the short-term nature of these instruments.

ASC 820 utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a brief description of those three levels:

Level 1 - Quoted prices in active market for identical assets and liabilities.

Level 2 - Other significant observable inputs (including quoted prices in active markets for similar assets/liabilities).

Level 3 - Significant unobservable inputs (including the Company's own assumptions in determining the fair value).

## 9. Commitments

The Company is the grantee under a land easement that encompasses approximately 31 miles of transmission lines along a railroad line owned by Norfolk Southern Corporation. Under the terms of the land easement, the Company pays an annual rent of \$110,527, which escalates based upon a specific consumer price index, and covers a period through October 2018. The first of two five year renewal options was exercised in April 2018. Under an amendment to the license agreement, the annual rent was modified, whereby the annual rent was reduced to \$125,000 for the period November 1, 2019 to October 31, 2020. In addition, the subsequent annual rent increases by \$25,000 until time the rent matches or exceeds the rent under the original provisions. At such time, the rent shall revert to the original agreement. In addition, the Company is the grantee under a land easement to allow a transmission line to be run along Lehigh Coal and Navigation Company's right of way. Under the terms of the land easement, the Company pays an annual rent of \$10,000, which escalates based upon a specific consumer price index and the easement covers a period through the later of the expiration of the power purchase agreement with MetEd or any future agreement to sell electricity. The Company is the grantee under a land easement with Carbon County Railroad Commission to construct and operate a well house, water pump, pipes and other pumping facilities for the withdrawal of water for use at the Facility. The initial annual fee is \$1,200 and escalates 4.5% annually. These easements are classified as operating leases. The following is a schedule of the approximate amount of future minimum rental payments required under such easements that have initial or remaining noncancelable lease terms in excess of one year as of June 30, 2021 for succeeding years ending June 30 up to expiration:

|                                 |           |                  |
|---------------------------------|-----------|------------------|
| 2022                            | \$        | 187,500          |
| 2023                            |           | 212,500          |
| 2024                            |           | 237,500          |
| 2025                            |           | 253,900          |
| 2026                            |           | 261,022          |
| Thereafter                      |           | 402,972          |
| Total minimum payments required | <u>\$</u> | <u>1,555,393</u> |

Rent expense for the periods ended June 30, 2021 and 2020 was \$102,081 and \$63,932, respectively.

Under the Second Restated Site Lease, Easement and Operating Agreement dated July 6, 1990, the Company leases an approximately forty-acre site for the Facility from Kovatch Enterprises, Inc. The initial term of the agreement is 30 years from the commercial operation date of the Facility, which was October 18, 1992, and includes

renewal provisions. The Company exercised its option on November 18, 2020 to extend the initial term an additional five years, bringing the contractual expiration to October 18, 2027. Annual rental payments to Kovatch Enterprises, Inc. for the Facility site lease equal 3% of the gross revenue of the Facility. Under the Amendment to Second Restated Site Lease, Easement and Operating Agreement effective April 1, 2019, for operations after March 31, 2019 through December 31, 2021, the rental payments for the site lease was amended to 3% of the gross margin of the Facility. The amount expensed for the periods ended June 30, 2021 and 2020 was \$66,663 and \$30,982, respectively, of which \$66,663 and \$21,635 was included in accounts payable as of June 30, 2021 and 2020, respectively.

## 10. Contingencies

The Company entered into a services agreement effective October 10, 2012 with Lehigh Anthracite, L.P. for the supply of waste anthracite and the loading, transportation, and removal of ash. The initial term of the agreement extended to December 31, 2016. Under the amended and restated agreement effective November 3, 2015, the term was extended to December 31, 2018. Under provisions of the agreement, the Company was to accept delivery of at least 300,000 tons of qualifying waste anthracite per year. On February 24, 2016, the Company gave written notice to Lehigh Anthracite, L.P. that it would not accept delivery of waste anthracite due to force majeure. While Lehigh Anthracite, L.P. contended that the Company breached a contractual agreement resulting in damages, the Company maintained that performance was excused pursuant to force majeure provisions within the contract. Lehigh Anthracite, L.P. filed a civil action in the Court of Common Pleas of Carbon County, Pennsylvania, Docket No. 16-0572 on June 3, 2016. The Company vigorously defended the case and was ultimately negotiated a settlement that was finalized on April 6, 2021. At the execution of the settlement documents, the Company made a \$100,000 initial settlement payment to Lehigh Anthracite, L.P. In addition, the settlement provides for \$300,000 in future payments to be paid quarterly over the course of three years starting on June 30, 2021. As a result of the settlement, Lehigh Anthracite, L.P. filed a discontinuance of the lawsuit. For the year ended December 31, 2020, \$400,000 was included in other expense in the statement of operations.

A former employee of Panther Creek Fuel Services LLC filed a Pennsylvania Workers' Compensation claim seeking benefits for alleged coal workers' pneumoconiosis contracted as the result of his exposure to coal mine dust during his employment with Panther Creek Fuel Services LLC. Panther Creek Fuel Services LLC, through its insurance carrier, denied the allegations and obtained an independent medical evaluation. The claim was scheduled for mandatory mediation on April 14, 2021, at which time the parties were successful in resolving the claim in exchange for a full and final Compromise and Release of both indemnity and medical benefits. Parties are waiting for an estimated Medicare set aside before proceeding with a final settlement of the claim. In addition, the former employee file a claim for Federal Black Lung benefits under the Black Lung Benefits Act. Panther Creek Fuel Services LLC's insurance carrier denied insurance coverage for this claim but the former employee has agreed to withdraw that claim as part of the settlement of the Pennsylvania Workers' Compensation claim.

On June 7, 2021 Panther Creek Power Operating LLC delivered a five-year extension notice (the "Extension Notice") to Copperhead Chemicals Company ("Copperhead") extending the term of the Transmission Line Easement Agreement (the "Easement") which establishes the Company's easement over the property previously owned by Atlas Powder Company. The terms of the Easement provide that such consent shall not be unreasonably withheld. In response, the Company learned, in an email communication and from subsequent conversations and an investigation of the land records, that the subject property has been subdivided and is now owned in part by Copperhead Chemical Company and in part by Bella Terra Farms and that the Easement extends across both owners' properties. In response to the Extension Notice, by email, the Company was asked by Copperhead to provide a survey showing the location of the easement on Copperhead's property along with evidence of certain credit support called for in the Easement. The insurance and credit support set forth in Section 12 of the Easement are not currently in place. The Company has responded to Copperhead and has delivered a substantially identical extension notice to Bella Terra Farms. In the interim, the Company is positioned to provide the required insurance and credit support as stipulated in the Easement. Simultaneously the Company is actively pursuing a commercial alternative for the credit support with the counterparty. Similar discussions will be held with Bella Terra Farms.

The full impact of the COVID-19 outbreak continues to evolve as of the date of these financial statements. As such, it is uncertain as to the full magnitude that the pandemic will have on the Company's financial condition, liquidity, and future results of operations. Management is actively monitoring the global situation on its financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evolution of the COVID-19

outbreak and the global responses to curb its spread, the Company is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity.

There may be other certain contingencies arising from the ordinary course of business to which the Company is a party. It is management's belief that the ultimate resolution of those commitments and contingencies will not have a material adverse impact on the Company's financial position, results of operations or cash flows.

#### **11. Subsequent Events**

Management has evaluated events and transactions subsequent to the balance sheet date through the date of the independent auditors' report (the date the financial statements were available to be issued) for potential recognition or disclosure in the financial statements. Management has not identified any items requiring recognition or disclosure.

## **Independent Auditor's Report**

To the Members of  
Panther Creek Power Operating LLC

We have audited the accompanying financial statements of Panther Creek Power Operating LLC, which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations, changes in members' equity and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Panther Creek Power Operating LLC as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

### ***Emphasis of Matter Regarding Going Concern***

The accompanying financial statements have been prepared assuming that Panther Creek Power Operating LLC will continue as a going concern. As described in Note 2 to the financial statements, Panther Creek Power Operating LLC has suffered net losses during the past two years and reported negative working capital at December 31, 2020. These items raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

/s/ Urish Popeck & Co., LLC

Pittsburgh, PA  
June 11, 2021

**PANTHER CREEK POWER OPERATING LLC**  
**BALANCE SHEETS**  
**DECEMBER 31, 2020 AND 2019**

|  | 2020                | 2019                 |
|--|---------------------|----------------------|
| <b>Assets</b>                          |                     |                      |
| Current assets                         |                     |                      |
| Cash and cash equivalents              | \$ 33,241           | \$ 16,670            |
| Accounts receivable                    | 69,539              | 291,147              |
| Inventory                              | 2,268,653           | 3,529,728            |
| Prepays and other current assets       | 181,151             | 132,443              |
| Total current assets                   | 2,552,584           | 3,969,988            |
| Property, plant and equipment          | 10,270,443          | 10,269,620           |
| Less: accumulated depreciation         | 4,198,472           | 3,780,891            |
| Property, plant and equipment, net     | 6,071,971           | 6,488,729            |
| Security Deposits                      | 246,869             | 164,869              |
| Total assets                           | <u>\$ 8,871,424</u> | <u>\$ 10,623,586</u> |
| <b>Liabilities and Members' Equity</b> |                     |                      |
| Current liabilities                    |                     |                      |
| Accounts payable                       | \$ 940,895          | \$ 1,249,445         |
| Payable to affiliates                  | 2,628,123           | 1,861,557            |
| Accrued liabilities                    | 426,406             | 34,926               |
| Notes payable – current portion        | 77,290              | 71,651               |
| Total current liabilities              | 4,072,714           | 3,217,579            |
| Notes payable – non-current portion    | 204,833             | 250,903              |
| Total long-term liabilities            | 204,833             | 250,903              |
| Commitments and contingencies          |                     |                      |
| Members' Equity                        | 4,593,877           | 7,155,104            |
| Total liabilities and members' equity  | <u>\$ 8,871,424</u> | <u>\$ 10,623,586</u> |

The accompanying notes are an integral part of these financial statements.

**PANTHER CREEK POWER OPERATING LLC**  
**STATEMENTS OF OPERATIONS**  
**YEARS ENDED DECEMBER 31, 2020 AND 2019**

|                               | 2020           | 2019           |
|-------------------------------|----------------|----------------|
| <b>Operating revenues</b>     |                |                |
| Electricity                   | \$ 3,941,942   | \$ 8,969,769   |
| Other revenue                 | 424,474        | 75,952         |
| Total operating revenues      | 4,366,416      | 9,045,721      |
| <b>Operating expenses</b>     |                |                |
| Fuel                          | 1,916,161      | 3,418,740      |
| Operations and maintenance    | 4,512,277      | 6,923,515      |
| Depreciation                  | 417,581        | 535,091        |
| Total operating expenses      | 6,846,019      | 10,877,346     |
| Loss from operations          | (2,479,603)    | (1,831,625)    |
| <b>Other income (expense)</b> |                |                |
| Interest income               | —              | 1,209          |
| Interest expense              | (26,629)       | (7,721)        |
| Waste coal credit             | 345,005        | 179,474        |
| Other expense                 | (400,000)      | —              |
| Total other income (expense)  | (81,624)       | 172,962        |
| Net loss                      | \$ (2,561,227) | \$ (1,658,663) |

The accompanying notes are an integral part of these financial statements.



**PANTHER CREEK POWER OPERATING LLC  
STATEMENTS OF MEMBERS' EQUITY  
YEARS ENDED DECEMBER 31, 2020 AND 2019**

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|                                   | Olympus<br>Panther<br>Holdings,<br>LLC | Liberty Bell<br>Funding,<br>LLC | Total<br>Members'<br>Equity |
|-----------------------------------|--|---------------------------------|-----------------------------|
| <b>Balance, January 1, 2019</b>   | \$ 2,864,491                           | \$ 5,949,276                    | \$ 8,813,767                |
| Net loss                          | (539,065)                              | (1,119,598)                     | (1,658,663)                 |
| <b>Balance, December 31, 2019</b> | \$ 2,325,426                           | \$ 4,829,678                    | \$ 7,155,104                |
| Net loss                          | (832,399)                              | (1,728,828)                     | (2,561,227)                 |
| <b>Balance, December 31, 2020</b> | <u>\$ 1,493,027</u>                    | <u>\$ 3,100,850</u>             | <u>\$ 4,593,877</u>         |

The accompanying notes are an integral part of these financial statements.

**PANTHER CREEK POWER OPERATING LLC**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED DECEMBER 31, 2020 AND 2019**

|  | 2020           | 2019           |
|--|----------------|----------------|
| <b>Operating activities</b>  |                |                |
| Net loss   | \$ (2,561,227) | \$ (1,658,663) |
| Adjustment to reconcile net income to net cash provided by operating activities: |                |                |
| Depreciation   | 417,581        | 535,091        |
| Changes in operating assets and liabilities:                                     |                |                |
| Accounts receivable  | 221,608        | 740,966        |
| Inventory  | 1,261,075      | 263,926        |
| Prepays and other current assets   | (48,708)       | 119,524        |
| Security deposits  | (82,000)       | 3,500          |
| Accounts payable   | (308,550)      | 86,292         |
| Payable to affiliates  | 766,566        | (67,048)       |
| Accrued liabilities  | 391,480        | 26,267         |
| Net cash provided by operating activities  | 57,825         | 49,855         |
| <b>Investing activities</b>  |                |                |
| Purchases of property, plant and equipment                                       | (823)          | —              |
| Net cash used in investing activities  | (823)          | —              |
| <b>Financing activities</b>  |                |                |
| Payment of notes payable   | (40,431)       | (93,526)       |
| Net cash used in financing activities  | (40,431)       | (93,526)       |
| Net increase (decrease) in cash and cash equivalents                             | 16,571         | (43,671)       |
| Cash and cash equivalents, beginning of year                                     | 16,670         | 60,341         |
| Cash and cash equivalents, end of year   | \$ 33,241      | \$ 16,670      |
| <b>Supplemental disclosure</b>   |                |                |
| Cash paid for interest   | \$ 15,529      | \$ 27,556      |

The accompanying notes are an integral part of these financial statements.

**PANTHER CREEK POWER OPERATING LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2020 AND 2019**

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**1. Organization and Business**

Panther Creek Partners, a Delaware general partnership (the “Partnership”) was organized in November 1989 pursuant to a Joint Venture Agreement on November 1, 1989 (as amended and restated as of July 1, 1990 and November 1, 1991, the “Partnership Agreement”) between Pegasus Power Partners, a California limited partnership (“Pegasus Partners”), and CD Panther Partners, L.P., a Delaware limited partnership (“CD Panther”). Pegasus Partners and CD Panther were general partners of the Partnership, each with a 50% interest.

The Partnership was formed to develop, own, lease and operate a culm-powered generation facility (the “Facility”) in the Borough of Nesquehoning, Carbon County, Pennsylvania, and an approximate thirty-one mile transmission line (collectively the “Project”). On December 31, 1992, the Partnership sold three separate undivided interests (aggregating 100% of the project) to State Street Bank and Trust Company of Connecticut National Association who acts as Trustee (State Street, together with U.S. Bank National Association as its successor, the “Owner Trustees”) for three independent affiliates of financial institutions, or corporations, acting as investors (the “Owner Participants”). The three Owner Trustees in turn beneficially held the real property interests related to the Facility through a fourth trust, of which State Street (and its successor U.S. Bank National Association) is also the trustee (the “Owner Real Property Trustee”).

The Partnership then leased such undivided interests back from the Owner Trustees under three separate, but substantially identical, triple net leases (the “Leases”), together with a separate reassignment and sublease agreement with the Owner Trustees and the Owner Real Property Trustee with respect to the real property interests in the Facility. The Leases, which were for nineteen years and seven months and expired in August 2012, included provisions to either extend the lease terms under a renewal option for periods ranging from two to ten years, or to purchase the Project at its fair market value or 50% of original cost at the end of the base or extended terms. Absent exercise of these options and agreement on the relevant terms, the Leases and related agreements provided for a handback of the Facility and the related interests therein to the Owner Trustees and the Owner Real Property Trustee acting on behalf of the Owner Participants.

The original bonds and construction loan of \$175 million used to finance the construction of the Project were assumed by the Owner Trustees as lessors of the Project (the “Lessors”). The Partnership remained liable for various costs including fluctuations in the fixed to floating rate swap arrangements, letter of credit fees, royalties for the Facility site lease, easement payments, and continuing administrative costs of the sale-leaseback transaction.

On January 22, 2011, the Partnership notified the Lessors of its decision to exercise the purchase option permitted by Section 13(c)(i) of the Leases. This election triggered a series of events, starting with an Appraisal Procedure, which determined the Fair Market Sales Value of the Undivided Interest and Real Property Interest on the last day of the Base Lease Term. The purchase price was the lesser of the Fair Market Sales Value, which was determined to be \$38,000,000, or an amount equal to \$247,000,000. The Partnership then withdrew its election by giving the Lessors written notice of such withdrawal.

Prior to July 10, 2012, two of the trust interests were held by Liberty Bell Funding LLC, a wholly-owned indirect subsidiary of ArcLight Capital Holding, LLC, totaling a 67.5% interest in the Facility and the other trust interest was held by BAL Investment & Advisory, Inc., representing a 32.5% interest in the Facility. Under the Agreement to Purchase dated July 10, 2012, Olympus Panther Holdings, LLC purchased BAL Investment & Advisory, Inc.’s trust interest. Olympus Panther Holdings, LLC is owned 23.077% by Liberty Bell Funding LLC and 76.923% by Olympus Panther Funding LLC, an affiliate of Olympus Power LLC. At the termination of the lease, Liberty Bell Funding LLC and Olympus Panther Holdings, LLC contributed their trust interests in the Facility into Panther Creek Power Operating LLC, a Delaware limited liability company (the “Company”), formed to hold the trust interests and operate the Facility. As this resulted in a change of control, the acquisition was accounted for using the purchase method of accounting for business combinations. As of December 31, 2012, through the direct and indirect membership interests, Panther Creek Power Operating LLC was owned 75% by Liberty Bell Funding LLC and 25% by Olympus Panther Funding, LLC. Under the Purchase and Sale Agreement dated July 27, 2016, Olympus

Steelhead Holdings, LLC, an affiliate of Olympus Power LLC, purchased 100% of the membership in Liberty Bell Funding LLC from Liberty Bell Funding Holdings, LLC, a wholly-owned indirect subsidiary of ArcLight Capital Holding, LLC.

The Company has an interconnection agreement with PJM Interconnection LLC. The Company sells electricity in the day ahead market to PJM Settlement, Inc (“PJM”).

## **2. Going Concern**

The Company has been unable to generate positive cash flows operating as a merchant coal facility under the current market conditions with PJM. The combination of low natural gas prices and mild winter weather have resulted in significantly depressed power pricing within PJM since 2019 leading to a situation where energy margins and capacity payments are not sufficient to operate the facility. Due to an extreme weather pattern in a section of the country in February 2021, the facility was dispatched by PJM for several days at favorable pricing. However, based on the forward energy curves, management does not expect to operate the facility for the remainder of 2021. Without positive cash flow from regular winter dispatch and favorable capacity clearing prices in the upcoming PJM capacity auctions, management anticipates that the Company will continue to experience significant cash deficiencies under its existing cost structure.

Management of the Company is currently in negotiation with a third party to sell the Company. Management of the Company believes the viability of the Company is contingent upon the potential buyer’s ability and willingness to invest additional capital in the Company’s operations. Absent a sale to the potential buyer, the ability to continue as a going concern is predicated on the Company’s ability to meet budget and/or seek alternative financing. There are no assurances that the Company will be successful in either of these efforts.

The accompanying financial statements have been prepared on a going concern basis which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. These conditions raise substantial doubt about the Company’s ability to continue in operation as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

## **3. Summary of Significant Accounting Policies**

### *Basis of Presentation*

The Company’s financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as codified by the Financial Accounting Standards Board (“FASB”) in its Accounting Standards Codification (“ASC”).

### *Use of Estimates in Financial Statement Preparation*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenues and expenses during the reported period. While management believes current estimates are reasonable and appropriate, actual results could differ from those estimates.

### *Cash and Cash Equivalents*

For purposes of the statements of cash flows, the Company considers short-term investments purchased with an original maturity of three months or less to be cash equivalents.

#### *Allowance for Doubtful Accounts*

The Company reviews the collectability of its accounts receivable on a regular basis, primarily under the specific identification method. As of December 31, 2020 and 2019, no allowance for doubtful accounts was considered necessary.

#### *Inventory*

Inventory consists of culm and is valued using the lower of cost or net realizable value with cost determined using the average cost method.

#### *Property, Plant and Equipment*

The Company's property, plant and equipment is primarily comprised of a culm-powered generation facility and an approximately thirty-one mile transmission line. The value assigned was based on the fair value of the property, plant and equipment at acquisition and is being depreciated on a straight-line basis over thirty years. Other components of property, plant and equipment are stated at cost and are depreciated on a straight-line basis over their respective estimated useful lives of two to five years. Depreciation expense for the years ended December 31, 2020 and 2019 was \$417,581 and \$535,091, respectively.

The Company accounts for the impairment or disposal of property, plant and equipment in accordance with Accounting Standards Codification ("ASC") 360, *Property, Plant and Equipment*. An impairment loss is recognized if the carrying amount of a long-lived asset is not recoverable from its future undiscounted cash flows and measured as the difference between the carrying amount and fair value of the asset. The Company records impairment losses on long-lived assets when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows to be generated by those assets are less than the carrying amounts of those assets. Based on management's estimates, there was no impairment of long-lived assets for the years ended December 31, 2020 and 2019.

#### *Revenue Recognition*

On January 1, 2019, the Company adopted ASU 2014-09, "Revenues from Contracts with Customers" (ASC 606), which is the new revenue recognition guidance. The Company elected to apply ASC 606 using the modified retrospective method which allows entities to (a) record the cumulative effect of initially applying ASC 606 as an adjustment to opening member's equity and (b) electing to apply the guidance in ASC 606 only to contracts that were not completed as of January 1, 2019.

ASC 606 requires an entity to recognize revenue when control of the promised goods or services is transferred to customers in an amount that reflects the consideration the entity expects to be entitled to receive in exchange for those goods or services.

The adoption of ASC 606 did not result in any change to the accounting for the Company's revenues. As such no cumulative effect adjustment was recorded to partner's deficit as of January 1, 2019. Additionally, ASC 606 had no impact on any of the Company's financial statement line items for the year ended December 31, 2019. The Company's policies with respect to its revenue streams are detailed below.

*Energy Revenue* - The Company operates as a market participant through PJM Interconnection, a Regional Transmission Organization ("RTO") that coordinates the movement of wholesale electricity. The Company sells energy in the wholesale generation market in the PJM RTO. Energy revenues are delivered as a series of distinct units that are substantially the same and that have the same pattern of transfer to the customer over time and are therefore accounted for as a distinct performance obligation. The transaction price is based on pricing published in the day ahead market which constitute the stand-alone selling price.

Energy revenue is recognized as energy volumes are generated and delivered to the RTO (which is contemporaneous with generation), using the output method for measuring progress of satisfaction of the

performance obligation. The Company applies the invoice practical expedient in recognizing energy revenue. Under the invoice practical expedient, energy revenue is recognized based on the invoiced amount which is considered equal to the value provided to the customer for the Company's performance obligation completed to date.

*Capacity Revenue* - The Company provides capacity to customers through participation in capacity auctions held by the PJM RTO. Capacity revenues are a series of distinct performance obligations that are substantially the same and that have the same pattern of transfer to the customer over time and are therefore accounted for as a distinct performance obligation. The transaction price for capacity is market-based and constitutes the stand-alone selling price.

As capacity represents the Company's stand-ready obligation, capacity revenue is recognized as the performance obligation is satisfied ratably over time, on a monthly basis, since the Company stands ready equally throughout the period to deliver power to the PJM RTO if called upon. The Company applies the invoice practical expedient in recognizing capacity revenue. Under the invoice practical expedient, capacity revenue is recognized based on the invoiced amount which is considered equal to the value provided to the customer for the Company's performance obligation completed to date. Penalties may be assessed by the PJM RTO against generation facilities if the facility is not available during the capacity period. The penalties assessed by the PJM RTO, if any, are recorded as a reduction to capacity revenue when incurred.

*Reactive Power and Ancillary Services* – Other wholesale contracts include revenue activity with the PJM RTO for reactive power and ancillary services. These are delivered over time as a series of distinct performance obligations. The transaction price for these services is market based.

Reactive power revenue is provided to maintain a continuous voltage level. Revenue from reactive power is recognized ratably over time as the Company stands ready to provide it if called upon by the PJM RTO. Ancillary service revenue is recorded when the service is performed. The right to invoice directly corresponds to the value provided to the customer for the Company's performance obligations completed to date and therefore the Company applies the invoice practical expedient when recognizing these revenues.

#### *Accounting for Asset Retirement Obligation*

The Company accounts for asset retirement obligations in accordance with ASC 410, *Asset Retirement and Environmental Obligations*. ASC 410 requires that the fair value of a liability for an asset retirement obligation be recognized in the period in which it is incurred if a reasonable estimate of fair value can be made. The costs associated with the asset retirement obligation are capitalized as part of the carrying amount of the long-lived asset. The Company does not have any asset retirement obligations as it is management's intent to maintain these facilities in a manner such that they will be operated indefinitely.

#### *Environmental Costs*

The Company may be exposed to environmental costs in the ordinary course of business. Expenditures for ongoing compliance with environmental regulations that relate to current operations are expensed or capitalized as appropriate. Expenditures that relate to an existing condition caused by past operations, and that do not contribute to current or future revenue generation are expensed. Liabilities are recorded when environmental assessments indicate that remediation efforts are probable and the costs can be reasonably estimated. Estimates of the liability are based upon currently available facts, existing technology and presently enacted laws and regulations taking into consideration the likely effects of inflation and other societal and economic factors, and include estimates of associated legal costs. These amounts also consider prior experience in remediating contaminated sites, other companies' clean-up experience and data released by the Environmental Protection Agency or other organizations. These estimated liabilities are subject to revision in future periods based on actual costs or new circumstances, and are included on the balance sheets at their undiscounted amounts, if any. As of December 31, 2020 and 2019, no known environmental liabilities exist.

### *Income Taxes*

As a limited liability company, the Company is not a taxpaying entity for federal income tax purposes. The Company's income, gains, losses and tax credits for federal income tax purposes pass to the members who individually report their share of such items on their income tax returns. The Partnership is not subject to Pennsylvania state income tax.

The Company accounts for income taxes and uncertainty in income taxes in accordance with ASC 740, *Income Taxes*. The guidance clarifies the accounting for income taxes by prescribing the minimum recognition threshold an income tax position is required to meet before being recognized in the financial statements and applies to all income tax positions. Each income tax position is assessed using a two-step process. A determination is made as to whether it is more likely than not that the income tax position will be sustained, based upon technical merits, upon examination by the taxing authorities. If the income tax position is expected to meet the more likely than not criteria, the benefit recorded in the financial statements equals the largest amount that is greater than 50% likely to be realized upon its ultimate settlement.

The income tax positions taken by the Company for any years open under the various statutes of limitations is that the Company continues to be exempt from federal income taxes by virtue of its pass through status and that federal income tax is attributable to the members. Management believes that this income tax position meets the more likely than not threshold and, accordingly, the tax benefit of this income tax position (no federal income tax expense or liability) has been recognized for the years ended December 31, 2020 and 2019. The Company believes there are no income tax positions (federal or state) taken or expected to be taken that would significantly increase or decrease unrecognized tax benefits within twelve months of the reporting date.

None of the Company's federal or state income tax returns are currently under examination by the Internal Revenue Service ("IRS") or respective state authority. However, fiscal year 2017 and later remains subject to examination by the IRS and respective state authority.

### *Derivative Instruments and Hedging Activities*

In accordance with ASC 815, *Derivatives and Hedging*, derivative instruments are recorded at fair value as either assets or liabilities in the Company's balance sheet. For a derivative designated as, and meeting the specific criteria as a hedge, any change in fair value of the derivative against changes in future cash flows of the underlying hedged item may be deferred through other comprehensive income, a component of members' equity, in the period of change. For a derivative not designated as, or not meeting specific criteria as a hedge, changes in fair value will be recognized in current earnings in the period of change.

The Company has certain commodity contracts for the physical delivery of purchase and sale quantities transacted in the normal course of business. Since these activities are executory contracts and qualify as normal purchase and normal sale activities under ASC 815, the Company has not recorded the value of the related contracts on its balance sheet as permitted under ASC 815.

### *Concentrations of Credit Risk*

Financial instruments, which potentially subject the Company to credit risk, consist primarily of cash and cash equivalents, and accounts receivable. The Company's cash and cash equivalents balance includes investments in money market securities and securities backed by the U.S. Government. The Company's cash accounts, which at times exceed federally insured limits, are held by major financial institutions.

For the years ended December 31, 2020 and 2019, PJM accounted for approximately 100% of the Company's revenue and for 100% of the Company's trade accounts receivable as of December 31, 2020 and 2019. The Company does not collateralize accounts receivable.

*Costs Associated with Exit or Disposal Activities*

The Company accounts for costs associated with exit or disposal activities in accordance with ASC 420, *Exit or Disposal Cost Obligations*. This statement requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred. The Company did not initiate any disposal activities in 2020 and 2019 and is not currently contemplating any such activities.

*Major Maintenance*

In accordance with ASC 360, *Property, Plant and Equipment*, the Company expenses costs for major maintenance in the period such costs are incurred.

*Waste Coal Credits*

Under the Coal Refuse Energy and Reclamation Tax Credit Program administered by the Pennsylvania Department of Community and Economic Development, the company earns tax certificates by using coal refuse for power generation to reclaim mining-affected sites in the state of Pennsylvania.

*Recent Accounting Pronouncements*

ASU No. 2016-02, *Leases (Topic 842)*. In February 2016, the FASB issued a new standard on leasing. From the lessee's perspective, the new standard establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement for lessees. From the lessor's perspective, the new standard requires a lessor to classify leases as sales type, finance or operating. A lease will be treated as a sale if it transfers all of the risks and rewards, as well as control of the underlying asset, to the lessee. If risk and rewards are conveyed without the transfer of control, the lease is treated as a financing lease. If the lessor doesn't convey risks and rewards or control, an operating lease results. For nonpublic entities this new standard is effective for fiscal years beginning after December 15, 2021. A modified retrospective transition approach is required for leases for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. A modified retrospective transition approach is required for lessors for sales-type, direct financing, and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is in the process of evaluating the impact of this new pronouncement on its financial statements.

**4. Limited Liability Company Agreement**

The Limited Liability Company Agreement of Panther Creek Power Operating LLC (the "LLC Agreement") dated April 18, 2012, among other things, provides for the allocation of net income and loss and cash distributions between Olympus Panther Holdings LLC and Liberty Bell Funding LLC. The LLC Agreement also establishes the board of managers defines manager duties and defines accounting and tax reporting requirements.



**PANTHER CREEK POWER OPERATING LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2020 AND 2019**

**5. Property, Plant and Equipment**

Major classifications and estimated useful lives of property, plant and equipment as of December 31, 2020 and 2019 are as follows:

|  | <u>Estimated Life</u> | <u>2020</u>         | <u>2019</u>         |
|--|-----------------------|---------------------|---------------------|
| Plant facility                           | 30 years              | \$ 8,322,521        | \$ 8,322,521        |
| Rolling stock                            | 2-5 years             | 1,896,395           | 1,896,395           |
| Furniture & fixtures                     | 5 years               | 22,000              | 22,000              |
| Office equipment                         | 3-5 years             | 29,527              | 28,704              |
|  |                       | <u>10,270,443</u>   | <u>10,269,620</u>   |
| Less: accumulated depreciation           |                       | (4,198,472)         | (3,780,891)         |
| Total property, plant and equipment, net |                       | <u>\$ 6,071,971</u> | <u>\$ 6,488,729</u> |

**6. Notes Payable**

On October 25, 2018, the Company entered into an installment sale agreement with Caterpillar Financial Services Corporation to finance the purchase of a wheel loader. The term of the loan is 60 months and has a 7.60% annual interest rate. Under a customer care program payment assistance agreement with Caterpillar Financial Services Corporation, which was offered to its customers who had a demonstrated impact from the Covid-19 virus, the Company was able to skip four monthly payments and extend the term of the original agreement.

The future maturities of notes payable for the next five years as of December 31 are as following:

|                                 |           |                |
|---------------------------------|-----------|----------------|
| 2021                            | \$        | 77,290         |
| 2022                            |           | 83,373         |
| 2023                            |           | 89,935         |
| 2024                            |           | 31,525         |
| Total minimum payments required | <u>\$</u> | <u>282,123</u> |

**7. Related Party Transactions**

Effective August 2, 2012, the Company entered into the Operations and Maintenance Agreement (the "O&M Agreement") with Panther Creek Energy Services LLC, a wholly-owned subsidiary of Olympus Services LLC, which in turn, is a wholly-owned subsidiary of Olympus Power LLC. Under the O&M Agreement, Panther Creek Energy Services LLC provides the Company with operations and maintenance services with respect to the Facility. The Company reimburses Panther Creek Energy Services LLC for actual wages and salaries. The Company also pays a management fee of \$175,000 per operating year, which is payable monthly and is adjusted by the consumer price index on each anniversary date of the effective date. The amount expensed for the years ended December 31, 2020 and 2019 was \$2,134,946 and \$2,738,846, respectively, of which \$1,150,190 and \$716,039 was included in accounts payable - affiliates as of December 31, 2020 and 2019, respectively.

Effective August 1, 2012, the Company entered into the Fuel Management Agreement (the "Fuel Agreement") with Panther Creek Fuel Services LLC, a wholly-owned subsidiary of Olympus Services LLC, which in turn, is a wholly-owned subsidiary of Olympus Power LLC. Under the Fuel Agreement, Panther Creek Fuel Services LLC provides the Company with operations and maintenance services with respect to the Facility. The Company reimburses Panther Creek Energy Services LLC for actual wages and salaries. The amount expensed for the years ended December 31, 2020 and 2019 was \$520,901 and \$817,561, respectively, of which \$67,727 and \$5,568 was included in accounts payable - affiliates as of December 31, 2020 and 2019, respectively.

Effective August 1, 2012, the Company entered into the Asset Management Agreement with Olympus Services LLC. Under the Asset Management Agreement, Olympus Services LLC provides the Company with asset management services with respect to the Facility. The Company reimburses Olympus Services LLC for actual wages and salaries. The Company also pays an asset management fee of \$175,000 per operating year, which is payable monthly and is adjusted by the consumer price index on each anniversary date of the effective date. The

amount expensed for the years ended December 31, 2020 and 2019 was \$188,047 and \$183,290, respectively, of which \$820,571 and \$632,524 was included in accounts payable - affiliates as of December 31, 2020 and 2019, respectively.

The Company has a Fuel Service and Beneficial Use Agreement (“FBUA”) with Northampton Fuel Supply Company, Inc. (“NFS”), a wholly-owned subsidiary of Olympus Power. The Company buys fuel from and sends ash to NFS, for the mutual benefit of both facilities, under the terms and rates established in the FBUA. The FBUA expires December 31, 2023. For the years ended December 31, 2020 and 2019, the Company expensed approximately \$123,000 and \$748,000, respectively, which is included in fuel expense in the accompanying statement of operations. The Company owed NFS approximately \$0 and \$48,000 at December 31, 2020 and 2019, respectively, which is included in due to affiliates, net on the accompanying balance sheets.

#### **8. Fair Value of Financial Instruments**

The estimated fair value of the Company’s financial instruments has been determined using available market information and valuation methodologies in accordance with ASC 820, *Fair Value Measurements and Disclosures*. At December 31, 2020, the carrying value of cash and cash equivalents, accounts receivable and accounts payable are representative of fair values due to the short-term nature of these instruments.

ASC 820 utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a brief description of those three levels:

Level 1 - Quoted prices in active market for identical assets and liabilities.

Level 2 - Other significant observable inputs (including quoted prices in active markets for similar assets/liabilities).

Level 3 - Significant unobservable inputs (including the Company’s own assumptions in determining the fair value).

#### **9. Commitments**

The Company is the grantee under a land easement that encompasses approximately 31 miles of transmission lines along a railroad line owned by Norfolk Southern Corporation. Under the terms of the land easement, the Company pays an annual rent of \$110,527, which escalates based upon a specific consumer price index, and covers a period through October 2018. The first of two five year renewal options was exercised in April 2018. Under an amendment to the license agreement, the annual rent was modified, whereby the annual rent was reduced to \$125,000 for the period November 1, 2019 to October 31, 2020. In addition, the subsequent annual rent increases by \$25,000 until time the rent matches or exceeds the rent under the original provisions. At such time, the rent shall revert to the original agreement. In addition, the Company is the grantee under a land easement to allow a transmission line to be run along Lehigh Coal and Navigation Company’s right of way. Under the terms of the land easement, the Company pays an annual rent of \$10,000, which escalates based upon a specific consumer price index and the easement covers a period through the later of the expiration of the power purchase agreement with MetEd or any future agreement to sell electricity. The Company is the grantee under a land easement with Carbon Country Railroad Commission to construct and operate a well house, water pump, pipes and other pumping facilities for the withdrawal of water for use at the Facility. The initial annual fee is \$1,200 and escalates 4.5% annually. These easements are classified as operating leases. The following is a schedule of the approximate amount of future

**PANTHER CREEK POWER OPERATING LLC  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2020 AND 2019**

minimum rental payments required under such easements that have initial or remaining noncancelable lease terms in excess of one year as of December 31, 2020 for succeeding years ending December 31 up to expiration:

|                                 |    |           |
|---------------------------------|----|-----------|
| 2021                            | \$ | 175,000   |
| 2022                            |    | 200,000   |
| 2023                            |    | 225,000   |
| 2024                            |    | 250,000   |
| 2025                            |    | 257,799   |
| Thereafter                      |    | 522,043   |
| Total minimum payments required | \$ | 1,629,843 |

Rent expense for the years ended December 31, 2020 and 2019 was \$150,282 and \$272,755, respectively.

Under the Second Restated Site Lease, Easement and Operating Agreement dated July 6, 1990, the Company leases an approximately forty-acre site for the Facility from Kovatch Enterprises, Inc. The initial term of the agreement is 30 years from the commercial operation date of the Facility, which was October 18, 1992, and includes renewal provisions. The Company exercised its option on November 18, 2020 to extend the initial term an additional five years, bringing the contractual expiration to October 18, 2027. Annual rental payments to Kovatch Enterprises, Inc. for the Facility site lease equal 3% of the gross revenue of the Facility and are reported as net in operating revenues. Under the Amendment to Second Restated Site Lease, Easement and Operating Agreement effective April 1, 2019, for operations after March 31, 2019 through December 31, 2021, the rental payments for the site lease was amended to 3% of the gross margin of the Facility. The amount expensed for the years ended December 31, 2020 and 2019 was \$71,400 and \$253,603, respectively, of which \$40,418 and \$26,257 was included in accounts payable as of December 31, 2020 and 2019, respectively.

**10. Contingencies**

The Company entered into a services agreement effective October 10, 2012 with Lehigh Anthracite, L.P. for the supply of waste anthracite and the loading, transportation, and removal of ash. The initial term of the agreement extended to December 31, 2016. Under the amended and restated agreement effective November 3, 2015, the term was extended to December 31, 2018. Under provisions of the agreement, the Company was to accept delivery of at least 300,000 tons of qualifying waste anthracite per year. On February 24, 2016, the Company gave written notice to Lehigh Anthracite, L.P. that it would not accept delivery of waste anthracite due to force majeure. While Lehigh Anthracite, L.P. contended that the Company breached a contractual agreement resulting in damages, the Company maintained that performance was excused pursuant to force majeure provisions within the contract. Lehigh Anthracite, L.P. filed a civil action in the Court of Common Pleas of Carbon County, Pennsylvania, Docket No. 16-0572 on June 3, 2016. The Company vigorously defended the case and was ultimately negotiated a settlement that was finalized on April 6, 2021. At the execution of the settlement documents, the Company made a \$100,000 initial settlement payment to Lehigh Anthracite, L.P. In addition, the settlement provides for \$300,000 in future payments to be paid quarterly over the course of three years starting on June 30, 2021. As a result of the settlement, Lehigh Anthracite, L.P. filed a discontinuance of the lawsuit. For the year ended December 31, 2020, \$400,000 was included in other expense in the statement of operations.

A former employee of Panther Creek Fuel Services LLC filed a Pennsylvania Workers' Compensation claim seeking benefits for alleged coal workers' pneumoconiosis contracted as the result of his exposure to coal mine dust during his employment with Panther Creek Fuel Services LLC. Panther Creek Fuel Services LLC, through its insurance carrier, denied the allegations and obtained an independent medical evaluation. The claim was scheduled for mandatory mediation on April 14, 2021, at which time the parties were successful in resolving the claim in exchange for a full and final Compromise and Release of both indemnity and medical benefits. Parties are waiting for an estimated Medicare set aside before proceeding with a final settlement of the claim. In addition, the former employee file a claim for Federal Black Lung benefits under the Black Lung Benefits Act. Panther Creek Fuel Services LLC's insurance carrier denied insurance coverage for this claim but the former employee has agreed to withdraw that claim as part of the settlement of the Pennsylvania Workers' Compensation claim.

The full impact of the COVID-19 outbreak continues to evolve as of the date of these financial statements. As such, it is uncertain as to the full magnitude that the pandemic will have on the Company's financial condition, liquidity, and future results of operations. Management is actively monitoring the global situation on its financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Company is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity.

There may be other certain contingencies arising from the ordinary course of business to which the Company is a party. It is management's belief that the ultimate resolution of those commitments and contingencies will not have a material adverse impact on the Company's financial position, results of operations or cash flows.

**11. Subsequent Events**

Management has evaluated events and transactions subsequent to the balance sheet date through the date of the independent auditors' report (the date the financial statements were available to be issued) for potential recognition or disclosure in the financial statements. Management has not identified any items requiring recognition or disclosure.

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Shares

**Stronghold Digital Mining, Inc.**

Class A Common Stock



**B. Riley Securities**

, 2021

Until \_\_\_\_\_, 2021 all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

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Part II

INFORMATION NOT REQUIRED IN PROSPECTUS

**Item 13. Other Expenses of Issuance and Distribution**

The following table sets forth an itemized statement of the amounts of all expenses (excluding underwriting discounts and commissions) payable by us in connection with the registration of the common stock offered hereby. With the exception of the SEC registration fee, FINRA filing fee and the Nasdaq listing fee, the amounts set forth below are estimates.

|                                   | <u>Amount</u> |
|-----------------------------------|---------------|
| SEC registration fee              | \$ 12,546.50  |
| FINRA filing fee                  | 17,750        |
| Nasdaq listing fee                | *             |
| Accountants' fees and expenses    | *             |
| Legal fees and expenses           | *             |
| Printing and engraving expenses   | *             |
| Transfer agent and registrar fees | *             |
| Blue Sky fees and expenses        | *             |
| Miscellaneous expenses            | *             |
| Total                             | <u>\$ *</u>   |

\* To be provided by amendment.

**Item 14. Indemnification of Directors and Officers**

Our amended and restated certificate of incorporation provides that a director will not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties to the fullest extent permitted by the Delaware General Corporation Law ("DGCL"). In addition, if the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided for in our amended and restated certificate of incorporation, will be limited to the fullest extent permitted by the amended DGCL. Our bylaws provide that the corporation will indemnify, and advance expenses to, any officer or director to the fullest extent authorized by the DGCL.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with specified actions, suits and proceedings whether civil, criminal, administrative, or investigative, other than a derivative action by or in the right of the corporation, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses, including attorneys' fees, incurred in connection with the defense or settlement of such action and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

Our amended and restated certificate of incorporation also contains indemnification rights for our directors and our officers. Specifically, our amended and restated certificate of incorporation provides that we shall indemnify our officers and directors to the fullest extent authorized by the DGCL. Furthermore, we may maintain insurance on behalf of our officers and directors against expense, liability or loss asserted against, or incurred by, them in their capacities as officers and directors.

We have obtained directors' and officers' insurance to cover our directors, officers and some of our employees for certain liabilities.

We will enter into written indemnification agreements with our directors and executive officers. Under these proposed agreements, if an officer or director makes a claim of indemnification to us, either a majority of the independent directors or independent legal counsel selected by the independent directors must review the relevant facts and make a determination whether the officer or director has met the standards of conduct under Delaware law that would permit (under Delaware law) and require (under the indemnification agreement) us to indemnify the officer or director.

The underwriting agreement provides for indemnification by the underwriters of us and our officers and directors, and by us of the underwriters, for certain liabilities arising under the Securities Act or otherwise in connection with this offering.

**Item 15. Recent Sales of Unregistered Securities**

We were incorporated via a nominal owner on March 19, 2021 by the filing of a certificate of incorporation under the laws of the State of Delaware. No shares of stock were issued at such time. In connection with the Reorganization, we issued 9,400,000 shares of Class V common stock to Stronghold LLC on April 1, 2021, which shares were immediately thereafter distributed from Stronghold LLC to Q Power. Effective as of April 1, 2021, we acquired 5,000 common units of Stronghold LLC from Q Power (and a corresponding number of shares of Class V common stock), and in exchange, we issued directly to Q Power an additional 5,000 shares of Class A common stock. These securities were offered and sold by us in reliance upon the exemption from the registration requirements provided by Section 4(a)(2) of the Securities Act in a transaction by an issuer not involving any public offering.

On April 1, 2021, we entered into the Series A Stock Purchase Agreement with certain accredited investors pursuant to which we issued and sold 3,400,000 shares of Series A Preferred Stock at a price of \$25.00 per share, for aggregate consideration of \$85.0 million. On May 14, 2021, we entered into the Series B Stock Purchase Agreement pursuant to which we issued and sold 630,915 shares of Series B Preferred Stock in a private offering at a price of \$31.70 per share, for aggregate consideration of \$20.0 million. These securities were offered and sold by us in reliance upon the exemption from the registration requirements provided by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D promulgated thereunder in a transaction by an issuer not involving any public offering.

On each of April 1, 2021 and May 14, 2021, we entered into a warrant agreement with American Stock Transfer & Trust Company, as Warrant Agent, pursuant to which we issued B. Riley Securities, Inc. (i) a five-year warrant to purchase up to 34,000 shares of Series A Preferred Stock at a per share exercise price of \$25.00 and (ii) a five-year warrant to purchase up to 6,309 shares of Series B Preferred Stock at a per share exercise price of \$31.70, respectively, pursuant to an exemption from the registration requirements provided by Section 4(a)(2) of the Securities Act. In each case the exercise price was equal to the respective private placement per share price. B. Riley Securities, Inc. and its affiliates purchased 152,500 and 31,812 shares of Series A Preferred Stock and Series B Preferred Stock, respectively, at the same private placement per share price.

On June 25, 2021, in connection with the entry into the Arctos Financing Agreement, we issued 43,845 shares of Class A common stock to Arctos pursuant to an exemption from the registration requirements provided by Section 4(a)(2) of the Securities Act.

On June 30, 2021, in connection with the entry into the WhiteHawk Financing Agreement, we issued a stock purchase warrant to WhiteHawk, which provides for the purchase of a number of shares of Class A common stock at \$0.01 per share, equal to approximately \$2,000,000, subject to adjustment as described in the warrant agreement, pursuant to an exemption from the registration requirements provided by Section 4(a)(2) of the Securities Act.

**Item 16. Exhibits and financial statement schedules**

See the Exhibit Index immediately preceding the signature page hereto, which is incorporated by reference as if fully set forth herein.

**Item 17. Undertakings**

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.



## INDEX TO EXHIBITS

| Exhibit<br>Number | Description  |
|-------------------|--|
| 1.1*              | Form of Underwriting Agreement<br><a href="#">Master Transaction Agreement, dated as of April 1, 2021, by and among Q Power LLC, Stronghold Digital Mining Holdings LLC, Stronghold Digital Mining, Inc., Stronghold Digital Mining LLC, EIF Scrubgrass, LLC, Falcon Power LLC, Scrubgrass Power LLC, Scrubgrass Generating Company, L.P., Gregory A. Beard and William Spence</a> |
| 2.1***¥#          |  |
| 3.1***            | <a href="#">Amended and Restated Certificate of Incorporation of Stronghold Digital Mining Inc.</a>  |
| 3.2***            | <a href="#">Certificate of Designation of the Series B Convertible Redeemable Preferred Stock</a>  |
| 3.3***            | <a href="#">Bylaws of Stronghold Digital Mining Inc.</a>   |
| 5.1*              | Opinion of Vinson & Elkins L.L.P. as to the legality of the securities being registered  |
| 10.1*†            | Form of Stronghold Digital Mining Inc. Incentive Plan  |
| 10.2*†            | Form of Indemnification Agreement<br><a href="#">Tax Receivable Agreement, dated as of April 1, 2021, by and among Stronghold Digital Mining, Inc., Gregory Beard, as Agent, and Q Power LLC</a>   |
| 10.3***           |  |
| 10.4***¥          | <a href="#">Amended and Restated Limited Liability Company Operating Agreement of Stronghold Digital Mining Holdings LLC</a>   |
| 10.5***¥          | <a href="#">Registration Rights Agreement, dated as of April 1, 2021, by and among Stronghold Digital Mining, Inc. and the investors listed on Schedule A thereto</a>  |
| 10.6***¥          | <a href="#">Registration Rights Agreement, dated as of May 14, 2021, by and among Stronghold Digital Mining, Inc. and the investors listed on Schedule A thereto</a>   |
| 10.7***¥          | <a href="#">Right of First Refusal and Co-Sale Agreement, dated as of April 1, 2021, by and among Stronghold Digital Mining, Inc., the investors listed on Schedule A thereto and the Key Holders listed on Schedule B thereto</a>   |
| 10.8***¥          | <a href="#">Right of First Refusal and Co-Sale Agreement, dated as of May 14, 2021, by and among Stronghold Digital Mining, Inc., the investors listed on Schedule A thereto and the Key Holders listed on Schedule B thereto</a>  |
| 10.9***¥          | <a href="#">Series A Preferred Stock Purchase Agreement, dated as of April 1, 2021, by and among Stronghold Digital Mining, Inc. and the investors listed on Schedule A thereto</a>  |
| 10.10***¥         | <a href="#">Series B Preferred Stock Purchase Agreement, dated as of May 14, 2021, by and among Stronghold Digital Mining, Inc. and the investors listed on Schedule A thereto</a>   |
| 10.11*†           | Form of Employment Agreement, by and between Stronghold Digital Mining Inc. and certain persons  |
| 10.12**           | <a href="#">Promissory Note, dated as of December 31, 2020, by and between Scrubgrass Generating Company, L.P. and Stronghold Power, LLC</a>   |
| 10.13**           | <a href="#">Promissory Note, dated as of December 31, 2020, by and between Stronghold Power, LLC and William B. Spence</a>   |
| 10.14**           | <a href="#">Promissory Note, dated as of December 31, 2020, by and between Stronghold Power, LLC and Gregory A. Beard</a>  |
| 10.15**#          | <a href="#">Master Equipment Finance Agreement, dated June 25, 2021, by and between Stronghold Digital Mining LLC and Arctos Credit, LLC</a>   |
| 10.16**           | <a href="#">Financing Agreement, dated June 30, 2021, by and between Stronghold Digital Mining Equipment, LLC and WhiteHawk Finance LLC</a>  |
| 10.17***¥         | <a href="#">Stock Purchase Warrant, dated as of June 30, 2021</a>  |

| Exhibit<br>Number | Description  |
|-------------------|--|
| 10.18***†         | <a href="#">Offer Letter, dated July 12, 2021, by and between Stronghold Digital Mining Inc. and Gregory A. Beard</a>  |
| 10.19***¥         | <a href="#">Equity Capital Contribution Agreement, dated July 9, 2021, by and among Panther Creek Reclamation Holdings, LLC, Stronghold Digital Mining Holdings LLC and Olympus Power, LLC</a> |
| 10.20**¥          | <a href="#">Waste Disposal Agreement, dated February 12, 2002, by and between Scrubgrass Generating Company, L.P. and Coal Valley Sales Corporation</a>  |
| 10.21**           | <a href="#">Letter Amendment to the Waste Disposal Agreement, dated February 22, 2010, by and between Scrubgrass Generating Company, L.P. and Coal Valley Sales, LLC</a>                       |
| 10.22**           | <a href="#">Letter Amendment to the Waste Disposal Agreement, dated September 9, 2014, by and between Scrubgrass Generating Company, L.P. and Coal Valley Sales, LLC</a>                       |
| 10.23**           | <a href="#">Second Amendment to Waste Disposal Agreement, dated December 22, 2015, by and between Scrubgrass Generating Company, L.P. and Coal Valley Sales, LLC</a>                           |
| 10.24**           | <a href="#">Third Amendment to Waste Disposal Agreement, dated January 31, 2017, by and between Scrubgrass Generating Company, L.P. and Coal Valley Sales LLC</a>                              |
| 10.25**           | <a href="#">Supply Agreement, dated August 14, 2015, by and between Scrubgrass Generating Company, L.P. and Coal Valley Properties, LLC</a>  |
| 10.26**           | <a href="#">Supply Agreement, dated August 14, 2015, by and between Scrubgrass Generating Company, L.P. and Coal Valley Properties, LLC</a>  |
| 10.27**           | <a href="#">Supply Agreement, dated October 15, 2015, by and between Scrubgrass Generating Company, L.P. and Coal Valley Properties, LLC</a>   |
| 21.1***           | <a href="#">List of subsidiaries of Stronghold Digital Mining Inc.</a>   |
| 23.1**            | <a href="#">Consent of Urish Popeck &amp; Co., LLC</a>   |
| 23.2**            | <a href="#">Consent of Urish Popeck &amp; Co., LLC</a>   |
| 23.3**            | <a href="#">Consent of Urish Popeck &amp; Co., LLC</a>   |
| 23.4*             | Consent of Vinson & Elkins L.L.P. (included as part of Exhibit 5.1 hereto)   |
| 23.5**            | <a href="#">Consent of PA Consulting Group, Inc.</a>   |
| 24.1***           | <a href="#">Power of Attorney (included on the signature page of this Registration Statement)</a>  |

\* To be filed by amendment.

\*\* Filed herewith.

\*\*\* Previously filed.

† Indicates a management contract or compensatory plan or arrangement.

¥ Certain schedules and exhibits to this agreement have been omitted in accordance with Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC on request.

# Certain portions of this exhibit were redacted pursuant to Item 601(b)(2)(ii) of Regulation S-K.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, New York, on August 31, 2021.

**Stronghold Digital Mining Inc.**

By: /s/ Gregory A. Beard  
Gregory A. Beard  
*Chief Executive Officer and Co-Chairman*

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities indicated below as of August 31, 2021.

| <u>Name</u>                                     | <u>Title</u>  | <u>Date</u>     |
|---|---|-----------------|
| <u>/s/ Gregory A. Beard</u><br>Gregory A. Beard | Chief Executive Officer and Co-Chairman<br>(Principal Executive Officer)                  | August 31, 2021 |
| <u>*</u><br>Ricardo R. A Larroudé               | Chief Financial Officer<br>(Principal Financial Officer and Principal Accounting Officer) | August 31, 2021 |
| <u>*</u><br>William B. Spence                   | Co-Chairman   | August 31, 2021 |

\* Pursuant to Power of Attorney

By: /s/ Gregory A. Beard  
Gregory A. Beard  
*Attorney-in-Fact*

## PROMISSORY NOTE

US \$150,000.00

December 31, 2020

FOR VALUE RECEIVED, the undersigned, **SCRUBGRASS GENERATING COMPANY, L.P.**, Delaware limited partnership ("**Maker**"), hereby promises to pay to **STRONGHOLD POWER, LLC**, a Delaware limited liability company ("**Lender**"), or his registered assigns (Lender or its registered assigns, as applicable, "**Holder**"), the principal sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS** (\$150,000.00) or such greater or lesser amount as shall equal the aggregate unpaid principal amount of the Loan (as hereinafter defined) together with interest as specified in Section 3.1, at the Maturity Date (as hereinafter defined).

The outstanding balance of this Promissory Note (this "**Note**") at any time shall be the original principal amount of the Loan by Holder to Maker evidenced hereby, *plus* accrued and unpaid interest as provided in Section 3.1, less the amount of payments or prepayments of principal made on this Note by or for the account of Maker in accordance with the terms hereof.

**1. Definitions and Interpretation**

1.1 Definitions. As used in this Note, the following terms have the following meanings:

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to remain closed.

"**Default Rate**" means the lower of (a) 10.0% per annum and (b) the Highest Lawful Rate.

"**Event of Default**" has the meaning set forth in Section 6.1.

"**Highest Lawful Rate**" means, with respect to Holder, the maximum nonusurious interest rate, if any, that at any time or from time to time may be taken, reserved, contracted for, charged or received under this Note under laws applicable to Holder which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws allow as of the date hereof.

"**Holder**" has the meaning set forth in the lead-in to this Note.

"**Lender**" has the meaning set forth in the lead-in to this Note.

"**Loan**" has the meaning set forth in Section 2.

"**Maker**" has the meaning set forth in the lead-in to this Note.

"**Maturity Date**" means the earliest to occur of (a) December 31, 2021, (b) the date of acceleration of the Loan pursuant to Section 6.2(a) hereof, or (c) full prepayment of the Loan.

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“**Note**” means this Promissory Note.

“**Restricted Payment**” means (i) any dividend or other distribution, direct or indirect, on account of any equity interests in Maker now or hereafter outstanding, or (ii) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any equity interests in Maker now or hereafter outstanding.

“**Transaction Documents**” means this Note and any other document or agreement delivered in connection with any of the foregoing.

1.2 **Construction.** Whenever the context requires, the gender of all words used in this Note includes the masculine, feminine, and neuter. All references to Sections refer to articles and sections of this Note. All references to dollars refer to United States dollars. The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Note, shall refer to this Note as a whole and not to any particular section or article in which such words appear. Unless the context requires otherwise, the word “or” shall not be exclusive. Unless the context requires otherwise, all references to laws, regulations, agreements and instruments refer to such laws, regulations, agreements and instruments as they may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. The article and section titles and headings in this Note are inserted for convenience only and are not intended to be part of, or to affect the meaning or interpretation of this Note.

## 2. **The Loan**

This Note evidences the loan made by Holder to Maker in the aggregate principal amount of **one hundred fifty thousand dollars** (\$150,000.00) (the “**Loan**”) as of the date hereof.

## 3. **Terms of this Note**

3.1 **Interest.** Interest shall accrue daily (computed on the basis of a 365/366-day year, as the case may be, from the date hereof) on the outstanding principal balance hereof at an interest rate of 8.0% per annum (or the rate specified in **Section 3.2**, if applicable); *provided, however*, that in no event shall interest accrue on the outstanding balance hereof at a rate exceeding the Highest Lawful Rate. Accrued interest on the Loan shall be payable on the Maturity Date.

3.2 **Default Interest.** If an Event of Default has occurred and is continuing, or if any principal of or interest on this Note is not paid when due, whether at the Maturity Date, upon acceleration or otherwise, then all amounts owing under this Note shall bear interest, after and before judgment, at the Default Rate until such Event of Default or missed payment has been cured.

3.3 **Principal.** Principal amounts repaid under this Note may not be reborrowed. All amounts outstanding under this Note shall be due and payable in cash on the Maturity Date.

Payments.

(a) Maker shall make each payment to be made by it under this Note prior to 5:00 p.m., New York, New York time, on the date when due, in immediately available funds, without set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Holder, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments must be made to Holder as set forth in Section 3.4(b) below. If any payment hereunder is due on a day that is not a Business Day, the date for payment will be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon will be payable for the period of such extension. All payments under this Note must be made in United States Dollars.

(b) Except as otherwise agreed by Holder, all payments on or in respect of this Note, including principal and interest, shall be made in such coin and currency of the United States as at the time of payment is legal tender for the payment of public and private debts, by wire transfer of immediately available funds to the following account of Holder:

Notwithstanding the foregoing, Holder may direct Maker to direct such funds as are payable hereunder to such other account as Holder may designate from time to time, in writing, in its sole discretion. All sums paid under this Note shall be applied as set forth in Section 3.6.

Conformance with Laws.

(a) It is the intention of Maker and Holder to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law, then, notwithstanding anything to the contrary herein: (i) the aggregate of all consideration that constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note or otherwise in connection with this Note shall under no circumstances exceed the Highest Lawful Rate, and any excess shall be cancelled automatically and, if theretofore paid, shall be credited on this Note by Holder (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to Maker) and (ii) in the event that maturity of this Note is accelerated by reason of an election by Holder resulting from any default hereunder or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the Highest Lawful Rate, and excess interest, if any, provided for in this Note or otherwise shall be cancelled automatically as of the date of such acceleration or pre-payment and, if theretofore paid, shall be credited on this Note (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to Maker).

(b) All sums paid or agreed to be paid to Holder for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to Holder, be amortized, prorated, allocated and spread throughout the stated term of this Note until payment in full so that the rate or amount of interest on account of this Note does not exceed the maximum amount allowed by such applicable law.

(c) If at any time and from time to time (i) the amount of interest payable to Holder on any date shall be computed at the Highest Lawful Rate applicable to Holder pursuant to this Section 3.5 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to Holder would be less than the amount of interest payable to Holder computed at the Highest Lawful Rate applicable to Holder, then the amount of interest payable to Holder in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to Holder until the total amount of interest payable to Holder shall equal the total amount of interest which would have been payable to Holder if the total amount of interest had been computed without giving effect to this Section 3.5.

3.6 Prepayment; Application.

(a) Subject to Section 3.4(c) above, this Note may be prepaid in whole or in part by Maker at any time without premium or penalty.

(b) Maker shall prepay its obligations hereunder in whole upon the occurrence of any of the following events:

(i) any dissolution, liquidation or wind-up of the affairs of Maker;

(ii) any merger or consolidation of Maker, of which Maker is not the surviving entity;

(iii) any disposition of all or substantially all assets of Maker.

(c) All payments hereon and proceeds received in respect hereof shall be applied *first*, to the reimbursement of expenses provided for in the Transaction Documents; *second*, to principal outstanding under this Note; *third*, to accrued interest on this Note; and *fourth*, to the extent of any excess, to Maker or as otherwise required by applicable law.

3.7 Waivers. Maker hereby waives diligence, presentment, demand, protest, notice of dishonor, notice of nonpayment, notice of intent to accelerate the maturity hereof or notice of acceleration of the maturity hereof, and notice of every other kind whatsoever. The failure of Holder to exercise any of its rights under this Note in any particular instance shall not constitute a waiver of the same or of any other right in that or any subsequent instance. In the event this Note is placed in the hands of an attorney for collection, or if Holder incurs any costs incident to the collection of the indebtedness evidenced by this Note, Maker shall pay to Holder an amount equal to all such costs, including all attorneys' fees and expenses and all court costs.

3.8 Withholding Taxes. All payments on or in respect of this Note shall be made free and clear of and without deduction for or on account of any taxes, except as otherwise required by law. In the event Maker is required to withhold or deduct any tax from payments hereunder, Maker shall pay to Holder such additional amounts as may be necessary so as to ensure that Holder receives and retains an amount (after all such withholdings or deductions) that is equal to the amount otherwise due hereunder.

3.9 Holder's Records. The Loan and all payments made on account of the principal thereof and interest thereon, shall be recorded by Holder on its books for this Note, and, prior to any transfer, recorded by Holder on a schedule attached to this Note or any continuation thereof. Failure to make any such notation or to attach such schedule shall not affect Maker's obligations in respect of this Note, *provided, however*, the transfer is otherwise identified by Holder to Maker. Maker shall maintain a register of ownership of this Note consistent with the records provided by Holder, and Maker shall be entitled to treat the registered Holder as the owner of this Note for all purposes. The register shall include the name and address of each Holder, and the principal amount (and stated interest) of the Loan owing to, each Holder pursuant to the terms hereof from time to time. Such records maintained in compliance herewith shall be deemed prima facie evidence of the amounts owing on this Note.

#### **4. Representations and Warranties of Maker**

4.1 Representations and Warranties of Maker. Maker hereby represents and warrants to Holder that:

(a) Maker's legal name and principal address as set forth in Section 7.4 are complete and accurate;

(b) Maker has the power and authority, and the legal right, to execute and deliver this Note and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder;

(c) The execution and delivery of this Note and the other Transaction Documents by Maker and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary corporate, limited liability company or partnership action, as applicable, in accordance with all applicable laws;

(d) Maker has duly executed and delivered each Transaction Document;  
and

(e) Each of this Note and the other Transaction Documents is a valid, legal and binding obligation of Maker, enforceable against Maker in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).



5. **Covenants of Maker.** Until such time as Maker has performed in full Maker's obligations hereunder and Holder has been repaid in full in accordance with the provisions hereof, in each case:

5.1 Maker shall:

(a) (i) Preserve, renew and maintain in full force and effect its organizational existence and (ii) take all reasonable action to maintain all material rights, privileges and franchises necessary or desirable in the normal conduct of its business.

(b) As soon as possible and in any event within one (1) Business Day after it becomes aware that an Event of Default has occurred, notify Holder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default; and

(c) Upon the request of Holder, promptly execute and deliver such further instruments and do or cause to be done such further acts as may be reasonably necessary or advisable to carry out the intent and purposes of this Note and the Transaction Documents.

6. **Events of Default and Remedies**

6.1 **Events of Default.** An "**Event of Default**" shall exist if any of the following occurs:

(a) Maker fails to make any payment of principal or interest on this Note, or on any other payment obligation of any nature pursuant to this Note, when and as the same shall become due and payable, whether by acceleration or otherwise which failure remains uncured for two (2) Business Days;

(b) any representation or warranty of Maker made hereunder or under the Transaction Documents shall prove to have been incorrect, false or misleading in any material respect when made or deemed made;

(c) Maker fails to observe or perform or comply with any covenant, condition, term, provision or agreement contained in Sections 5.1(a)(i), 5.1(c) or 5.2 of this Note;

(d) Maker fails to observe or perform or comply with any other covenant, condition, term, provision or agreement contained in this Note or any other Transaction Document which failure remains uncured for fifteen (15) days after Maker's knowledge of such default or receipt of notice from Holder of such default;

(e) Maker becomes insolvent or makes an assignment for the benefit of creditors; commences a voluntary bankruptcy proceeding or fails to obtain the dismissal of any involuntary bankruptcy proceeding commenced against Maker within sixty (60) days of commencement; or

(f) this Note or any document or agreement delivered in connection herewith ceases to be in full force and effect and valid, binding and enforceable in accordance with its terms against Maker or any other person or entity party thereto or shall be repudiated by any of them.

## 6.2 Remedies.

(a) At any time on and after the occurrence of any Event of Default, Holder shall have the right to immediately accelerate payment of the entire principal of, and all interest accrued on, this Note, and, upon such acceleration, this Note shall automatically thereupon become forthwith due and payable, without any presentment, demand, protest or other notice of any kind, all of which are expressly waived, and Maker shall forthwith pay to Holder the entire outstanding principal of, and interest accrued on, this Note.

(b) At any time on and after the occurrence of any Event of Default, Holder may further proceed to protect and enforce all its rights under applicable law, with respect to this Note either by suit, in equity and/or by action at law, or by other appropriate proceedings, whether for specific performance (to the extent permitted by applicable law or equitable principles) of any covenant or agreement contained in this Note, or in aid of the exercise of any power granted in this Note, or may proceed to enforce payment of this Note or to enforce any other legal or equitable right of Holder.

(c) No course of dealing on the part of Holder or any delay or failure on the part of Holder to exercise any power or right shall operate as a waiver of such power or right or otherwise preclude Holder's rights, powers and remedies.

(d) Subject to the limitations set forth in Section 3.8(j) above, the rights and remedies of Holder hereunder are cumulative and are not exclusive of any rights or remedies that Holder would otherwise have.

## 7. Miscellaneous

7.1 Jurisdiction. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the Southern District of New York, and appropriate appellate courts therefrom, over any dispute arising out of or relating to this Note or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. Each of the parties hereby irrevocably waives, to the fullest extent permitted by applicable legal requirements, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Note or any of the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is being given solely for purposes of this Note and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a party to this Note may become involved. Each of the parties hereto hereby consents to process being served by any party to this Note in any suit, action or proceeding of the nature specified in this Section 7.1 by the mailing of a copy thereof in the manner specified by the provisions of Section 7.4.

7.2 Amendment and Waiver. This Note may be amended, and the observance of any term of this Note may be waived or consented to, with the written consent of Maker and Holder.

7.3 Waiver. Any waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Note shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7.4 Notices. For purposes of this Note, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by nationally recognized overnight delivery service with proof of receipt maintained, at the following addresses (or any other address that any party may designate by written notice to the other party, in accordance herewith):

If to Holder, to:

Stronghold Power, LLC  
2151 Lisbon Road  
Kennerdell, PA 16374

with copies (which shall not constitute notice) to:

Vinson & Elkins LLP  
1114 Avenue of the Americas, 32<sup>nd</sup> Floor  
New York, NY 10036  
Attention: James J. Fox

If to Maker, to:

Scrubgrass Generation Company, L.P.  
2151 Lisbon Road  
Kennerdell, PA 16374

Any such notice shall be deemed received upon delivery.

7.5 Assignment; Third Party Beneficiaries. This Note shall be binding upon and inure to the benefit of Maker and Maker's successors and permitted assigns, but neither this Note nor any of the rights, interests or obligations under this Note may be assigned by Maker without the prior written consent of Holder. Any attempted sale, transfer, assignment or pledge in violation of the preceding sentence shall be void and of no force or effect. This Note shall be binding upon and inure to the benefit of Holder and its successors and assigns. Holder may assign to one or more assignees this Note or all or a portion of its rights and obligations under this Note without the consent of Maker. Except as set forth above, this Note is not intended to confer any rights or remedies upon any person or entity except Maker and Holder.

7.6 Governing Law. THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PROVISIONS OR RULES THAT REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

7.7 Waiver of Jury Trial. EACH PARTY HEREBY (a) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE OR ANY COUNTERCLAIM THEREIN; (b) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (c) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 7.7.

7.8 Entire Agreement; No Oral Agreements. THIS NOTE AND THE OTHER TRANSACTION DOCUMENTS EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS NOTE AND THE OTHER TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.9 Counterparts. This Note may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

7.10 Severability. If any term, provision, covenant, agreement or restriction of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, agreements and restrictions of this Note shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

7.11 Expenses. Maker and Holder each shall be responsible for their respective out-of-pocket expenses incurred in connection with the Loan evidenced by this Note and any amendments, modifications or waivers of the provisions hereof; *provided, however,* that Maker shall be responsible for all reasonable out-of-pocket expenses incurred by Holder in connection with the enforcement or protection of its rights in connection with the Loan evidenced by this Note, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect thereon.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Promissory Note on and as of the date first above written.

**MAKER:**  
**SCRUBGRASS GENERATING COMPANY, LP**

By: /s/ Gregory A. Beard

Name: Gregory A. Beard  
Title: Authorized Person

**HOLDER:**

Stronghold Power, LLC

By: /s/ William Spence

Name: William Spence  
Title: Member

## PROMISSORY NOTE

US \$524,250.00

December 31, 2020

FOR VALUE RECEIVED, the undersigned, **STRONGHOLD POWER LLC**, Delaware limited liability company ("**Maker**"), hereby promises to pay to **WILLIAM B. SPENCE**, an individual ("**Spence**"), or his registered assigns (Spence or his registered assigns, as applicable, "**Holder**"), the principal sum of **FIVE HUNDRED TWENTY FOUR THOUSAND, TWO HUNDRED AND FIFTY DOLLARS** (\$524,250.00) or such greater or lesser amount as shall equal the aggregate unpaid principal amount of the Loan (as hereinafter defined) together with interest as specified in Section 3.1, at the Maturity Date (as hereinafter defined).

The outstanding balance of this Promissory Note (this "**Note**") at any time shall be the original principal amount of the Loan by Holder to Maker evidenced hereby, *plus* accrued and unpaid interest as provided in Section 3.1, *less* the amount of payments or prepayments of principal made on this Note by or for the account of Maker in accordance with the terms hereof.

**1. Definitions and Interpretation**

1.1 Definitions. As used in this Note, the following terms have the following meanings:

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to remain closed.

"**Default Rate**" means the lower of (a) 10.0% per annum and (b) the Highest Lawful Rate.

"**Event of Default**" has the meaning set forth in Section 6.1.

"**Highest Lawful Rate**" means, with respect to Holder, the maximum nonusurious interest rate, if any, that at any time or from time to time may be taken, reserved, contracted for, charged or received under this Note under laws applicable to Holder which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws allow as of the date hereof.

"**Holder**" has the meaning set forth in the lead-in to this Note.

"**Loan**" has the meaning set forth in Section 2.

"**Maker**" has the meaning set forth in the lead-in to this Note.

"**Maturity Date**" means the earliest to occur of (a) December 31, 2021, (b) the date of acceleration of the Loan pursuant to Section 6.2(a) hereof, or (c) full prepayment of the Loan.

"**Note**" means this Promissory Note.

"**Prior Advance**" and "**Prior Advances**" have the meanings set forth in Section 2.

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“**Restricted Payment**” means (i) any dividend or other distribution, direct or indirect, on account of any equity interests in Maker now or hereafter outstanding or (ii) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any equity interests in Maker now or hereafter outstanding.

“**Spence**” has the meaning set forth in the lead-in to this Note.

“**Transaction Documents**” means this Note and any other document or agreement delivered in connection with any of the foregoing.

1.2 **Construction.** Whenever the context requires, the gender of all words used in this Note includes the masculine, feminine, and neuter. All references to Sections refer to articles and sections of this Note. All references to dollars refer to United States dollars. The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Note, shall refer to this Note as a whole and not to any particular section or article in which such words appear. Unless the context requires otherwise, the word “or” shall not be exclusive. Unless the context requires otherwise, all references to laws, regulations, agreements and instruments refer to such laws, regulations, agreements and instruments as they may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. The article and section titles and headings in this Note are inserted for convenience only and are not intended to be part of, or to affect the meaning or interpretation of this Note.

## 2. **The Loan**

This Note evidences the Prior Advances (as defined below) made by Holder to Maker prior to the date hereof in the aggregate principal amount of **five hundred forty two thousand, two hundred and fifty dollars** (\$524,250.00) (the “**Loan**”) as of the date hereof. The Loan evidences advances made by Spence consisting of: (1) three (3) advances made on October 14, 2020 in an aggregate amount principal amount of \$447,577.00, (2) one (1) advance made on October 26, 2020 in an aggregate principal amount of \$26,673.00 and (3) one (1) advance made on November 2, 2020 in an aggregate principal amount of \$50,000.00 (each such advance a “**Prior Advance**” and, collectively, the “**Prior Advances**”).

## 3. **Terms of this Note**

3.1 **Interest.** Interest shall accrue daily (computed on the basis of a 365/366- day year, as the case may be, from the date hereof) on the outstanding principal balance hereof at an interest rate of 8.0% per annum (or the rate specified in **Section 3.2**, if applicable); *provided, however*, that in no event shall interest accrue on the outstanding balance hereof at a rate exceeding the Highest Lawful Rate. The outstanding principal amount of each Prior Advance shall bear interest at the rate set forth above (or the Default Rate, as applicable) from the date such Prior Advance was made until the Loan is paid in full, whether at maturity, upon acceleration, by prepayment or otherwise. Accrued interest on the Loan shall be payable on the Maturity Date.

3.2 Default Interest. If an Event of Default has occurred and is continuing, or if any principal of or interest on this Note is not paid when due, whether at the Maturity Date, upon acceleration or otherwise, then all amounts owing under this Note shall bear interest, after and before judgment, at the Default Rate until such Event of Default or missed payment has been cured.

3.3 Principal. Principal amounts repaid under this Note may not be reborrowed. All amounts outstanding under this Note shall be due and payable in cash on the Maturity Date.

3.4 Payments.

(a) Maker shall make each payment to be made by it under this Note prior to 5:00 p.m., New York, New York time, on the date when due, in immediately available funds, without set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Holder, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments must be made to Holder as set forth in Section 3.4(b) below. If any payment hereunder is due on a day that is not a Business Day, the date for payment will be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon will be payable for the period of such extension. All payments under this Note must be made in United States Dollars.

(b) Except as otherwise agreed by Holder, all payments on or in respect of this Note, including principal and interest, shall be made in such coin and currency of the United States as at the time of payment is legal tender for the payment of public and private debts, by wire transfer of immediately available funds to the following account of Holder:

Notwithstanding the foregoing, Holder may direct Maker to direct such funds as are payable hereunder to such other account as Holder may designate from time to time, in writing, in its sole discretion. All sums paid under this Note shall be applied as set forth in Section 3.6.

(c) On any date in which a principal payment (a "**Beard Payment**") is made under that certain Promissory Note, dated as of the date hereof, by and among Maker and Gregory A. Beard, Maker shall make a substantially contemporaneous payment hereunder (a "**Spence Payment**") in an amount such that such Spence Payment is equal to 25.9% of the sum of (i) the relevant Beard Payment plus (ii) the relevant Spence Payment. For illustrative purposes only, if Maker were to make a \$741 Beard Payment, Maker shall make a contemporaneous \$259 Spence Payment.

3.5 Conformance with Laws.

(a) It is the intention of Maker and Holder to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law, then, notwithstanding anything to the contrary herein: (i) the aggregate of all consideration that constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note or otherwise in connection with this Note shall under no circumstances exceed the Highest Lawful Rate, and any excess shall be cancelled automatically and, if theretofore paid, shall be credited on this



Note by Holder (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to Maker) and (ii) in the event that maturity of this Note is accelerated by reason of an election by Holder resulting from any default hereunder or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the Highest Lawful Rate, and excess interest, if any, provided for in this Note or otherwise shall be cancelled automatically as of the date of such acceleration or pre-payment and, if theretofore paid, shall be credited on this Note (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to Maker).

(b) All sums paid or agreed to be paid to Holder for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to Holder, be amortized, prorated, allocated and spread throughout the stated term of this Note until payment in full so that the rate or amount of interest on account of this Note does not exceed the maximum amount allowed by such applicable law.

(c) If at any time and from time to time (i) the amount of interest payable to Holder on any date shall be computed at the Highest Lawful Rate applicable to Holder pursuant to this Section 3.5 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to Holder would be less than the amount of interest payable to Holder computed at the Highest Lawful Rate applicable to Holder, then the amount of interest payable to Holder in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to Holder until the total amount of interest payable to Holder shall equal the total amount of interest which would have been payable to Holder if the total amount of interest had been computed without giving effect to this Section 3.5.

### 3.6 Prepayment; Application.

(a) Subject to Section 3.4(c) above, this Note may be prepaid in whole or in part by Maker at any time without premium or penalty.

(b) Maker shall prepay its obligations hereunder in whole upon the occurrence of any of the following events:

- (1) any dissolution, liquidation or wind-up of the affairs of Maker;
- (2) any merger or consolidation of Maker, of which Maker is not the surviving entity;
- (3) any disposition of all or substantially all assets of Maker.

(c) All payments hereon and proceeds received in respect hereof shall be applied *first*, to the reimbursement of expenses provided for in the Transaction Documents; *second*, to principal outstanding under this Note; *third*, to accrued interest on this Note; and *fourth*, to the extent of any excess, to Maker or as otherwise required by applicable law.

3.7 Waivers. Maker hereby waives diligence, presentment, demand, protest, notice of dishonor, notice of nonpayment, notice of intent to accelerate the maturity hereof or notice of acceleration of the maturity hereof, and notice of every other kind whatsoever. The failure of Holder to exercise any of its rights under this Note in any particular instance shall not constitute a waiver of the same or of any other right in that or any subsequent instance. In the event this Note is placed in the hands of an attorney for collection, or if Holder incurs any costs incident to the collection of the indebtedness evidenced by this Note, Maker shall pay to Holder an amount equal to all such costs, including all attorneys' fees and expenses and all court costs.

3.8 Withholding Taxes. All payments on or in respect of this Note shall be made free and clear of and without deduction for or on account of any taxes, except as otherwise required by law. In the event Maker is required to withhold or deduct any tax from payments hereunder, Maker shall pay to Holder such additional amounts as may be necessary so as to ensure that Holder receives and retains an amount (after all such withholdings or deductions) that is equal to the amount otherwise due hereunder.

3.9 Holder's Records. The Loan and all payments made on account of the principal thereof and interest thereon, shall be recorded by Holder on its books for this Note, and, prior to any transfer, recorded by Holder on a schedule attached to this Note or any continuation thereof. Failure to make any such notation or to attach such schedule shall not affect Maker's obligations in respect of this Note, *provided, however*, the transfer is otherwise identified by Holder to Maker. Maker shall maintain a register of ownership of this Note consistent with the records provided by Holder, and Maker shall be entitled to treat the registered Holder as the owner of this Note for all purposes. The register shall include the name and address of each Holder, and the principal amount (and stated interest) of the Loan owing to, each Holder pursuant to the terms hereof from time to time. Such records maintained in compliance herewith shall be deemed prima facie evidence of the amounts owing on this Note.

#### **4. Representations and Warranties of Maker**

4.1 Representations and Warranties of Maker. Maker hereby represents and warrants to Holder that:

- (a) Maker's legal name and principal address as set forth in Section 7.4 are complete and accurate;
- (b) Maker has the power and authority, and the legal right, to execute and deliver this Note and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder;
- (c) The execution and delivery of this Note and the other Transaction Documents by Maker and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary corporate, limited liability company or partnership action, as applicable, in accordance with all applicable laws;
- (d) Maker has duly executed and delivered each Transaction Document; and

(e) Each of this Note and the other Transaction Documents is a valid, legal and binding obligation of Maker, enforceable against Maker in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5. **Covenants of Maker.** Until such time as Maker has performed in full Maker's obligations hereunder and Holder has been repaid in full in accordance with the provisions hereof:

5.1 **Maker shall:**

(a) (i) Preserve, renew and maintain in full force and effect its organizational existence and (ii) take all reasonable action to maintain all material rights, privileges and franchises necessary or desirable in the normal conduct of its business.

(b) As soon as possible and in any event within one (1) Business Day after it becomes aware that an Event of Default has occurred, notify Holder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default; and

(c) Upon the request of Holder, promptly execute and deliver such further instruments and do or cause to be done such further acts as may be reasonably necessary or advisable to carry out the intent and purposes of this Note and the Transaction Documents.

5.2 Maker shall not, unless waived by Holder, directly or indirectly declare, order, pay, make or set apart any sum for any Restricted Payment.

5.3 Maker shall not, unless waived by Holder, grant a lien, hypothecate, pledge, encumber, charge or otherwise grant any security interest in or on any of the Tier II renewable energy credits generated pursuant to Pennsylvania P.L. 1672. Act No. 213, 2004 (The Alternative Energy Portfolio Standards Act) and held by Maker, whether now owned or hereafter acquired.

## 6. **Events of Default and Remedies**

6.1 **Events of Default.** An "**Event of Default**" shall exist if any of the following occurs:

(a) Maker fails to make any payment of principal or interest on this Note, or on any other payment obligation of any nature pursuant to this Note, when and as the same shall become due and payable, whether by acceleration or otherwise which failure remains uncured for two (2) Business Days;

(b) any representation or warranty of Maker made hereunder or under the Transaction Documents shall prove to have been incorrect, false or misleading in any material respect when made or deemed made;

(c) Maker fails to observe or perform or comply with any covenant, condition, term, provision or agreement contained in Sections 5.1(a), 5.1(c) or 5.2 of this Note;

(d) Maker fails to observe or perform or comply with any other covenant, condition, term, provision or agreement contained in this Note or any other Transaction Document which failure remains uncured for fifteen (15) days after Maker's knowledge of such default or receipt of notice from Holder of such default;

(e) Maker becomes insolvent or makes an assignment for the benefit of creditors; commences a voluntary bankruptcy proceeding or fails to obtain the dismissal of any involuntary bankruptcy proceeding commenced against Maker within 60 days of commencement; or

(f) this Note or any document or agreement delivered in connection herewith ceases to be in full force and effect and valid, binding and enforceable in accordance with its terms against Maker or any other person or entity party thereto or shall be repudiated by any of them.

## 6.2 Remedies.

(a) At any time on and after the occurrence of any Event of Default, Holder shall have the right to immediately accelerate payment of the entire principal of, and all interest accrued on, this Note, and, upon such acceleration, this Note shall automatically thereupon become forthwith due and payable, without any presentment, demand, protest or other notice of any kind, all of which are expressly waived, and Maker shall forthwith pay to Holder the entire outstanding principal of, and interest accrued on, this Note.

(b) At any time on and after the occurrence of any Event of Default, Holder may further proceed to protect and enforce all its rights under applicable law, with respect to this Note either by suit, in equity and/or by action at law, or by other appropriate proceedings, whether for specific performance (to the extent permitted by applicable law or equitable principles) of any covenant or agreement contained in this Note, or in aid of the exercise of any power granted in this Note, or may proceed to enforce payment of this Note or to enforce any other legal or equitable right of Holder.

(c) No course of dealing on the part of Holder or any delay or failure on the part of Holder to exercise any power or right shall operate as a waiver of such power or right or otherwise preclude Holder's rights, powers and remedies.

(d) Subject to the limitations set forth in Section 3.8(j) above, the rights and remedies of Holder hereunder are cumulative and are not exclusive of any rights or remedies that Holder would otherwise have.

## 7. Miscellaneous

7.1 Jurisdiction. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the Southern District of New York, and appropriate appellate courts therefrom, over any dispute arising out of or relating to this Note or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. Each of the parties hereby irrevocably waives, to the fullest extent permitted by applicable legal requirements, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Note or any of the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is being given solely for purposes of this Note and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a party to this Note may become involved. Each of the parties hereto hereby consents to process being served by any party to this Note in any suit, action or proceeding of the nature specified in this Section 7.1 by the mailing of a copy thereof in the manner specified by the provisions of Section 7.4.

7.2 Amendment and Waiver. This Note may be amended, and the observance of any term of this Note may be waived or consented to, with the written consent of Maker and Holder.

7.3 Waiver. Any waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Note shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7.4 Notices. For purposes of this Note, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by nationally recognized overnight delivery service with proof of receipt maintained, at the following addresses (or any other address that any party may designate by written notice to the other party, in accordance herewith):

If to Holder, to:

If to Maker, to:

Stronghold Power LLC  
2151 Lisbon Road  
Kennerdell, Pennsylvania 16374

Any such notice shall be deemed received upon delivery.

7.5 Assignment; Third Party Beneficiaries. This Note shall be binding upon and inure to the benefit of Maker and Maker's successors and permitted assigns, but neither this Note nor any of the rights, interests or obligations under this Note may be assigned by Maker without the prior written consent of Holder. This Note may be assigned by Holder solely with the prior written consent of Gregory A. Beard, who shall be a third party beneficiary of this Note solely for purposes of this provision. Any attempted sale, transfer, assignment or pledge in violation of the preceding sentence shall be void and of no force or effect. This Note shall be binding upon and inure to the benefit of Holder and its successors and assigns. Holder may assign to one or more assignees this Note or all or a portion of its rights and obligations under this Note without the consent of Maker. Except as set forth above, this Note is not intended to confer any rights or remedies upon any person or entity except Maker and Holder.

7.6 Governing Law. THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PROVISIONS OR RULES THAT REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

7.7 Waiver of Jury Trial. EACH PARTY HEREBY (a) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE OR ANY COUNTERCLAIM THEREIN; (b) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (c) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 7.7.

7.8 Entire Agreement; No Oral Agreements. THIS NOTE AND THE OTHER TRANSACTION DOCUMENTS EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS NOTE AND THE OTHER TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.9 Counterparts. This Note may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

7.10 Severability. If any term, provision, covenant, agreement or restriction of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, agreements and restrictions of this Note shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

7.11 Expenses. Maker and Holder each shall be responsible for their respective out-of-pocket expenses incurred in connection with the Loan evidenced by this Note and any amendments, modifications or waivers of the provisions hereof; *provided, however*, that Maker shall be responsible for all reasonable out-of-pocket expenses incurred by Holder in connection with the enforcement or protection of its rights in connection with the Loan evidenced by this Note, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect thereon.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Promissory Note on and as of the date first above written.

**MAKER:**

**STRONGHOLD POWER LLC**

By: /s/ Gregory A. Beard

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**HOLDER:**

**WILLIAM SPENCE**

/s/ William Spence

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**[Signature Page to Promissory Note]**



## PROMISSORY NOTE

US \$1,500,000.00

December 31, 2020

FOR VALUE RECEIVED, the undersigned, **STRONGHOLD POWER LLC**, Delaware limited liability company (“**Maker**”), hereby promises to pay to **GREGORY A. BEARD**, an individual (“**Beard**”), or his registered assigns (Beard or his registered assigns, as applicable, “**Holder**”), the principal sum of **ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS** (\$1,500,000.00) or such greater or lesser amount as shall equal the aggregate unpaid principal amount of the Loan (as hereinafter defined) together with interest as specified in Section 3.1, at the Maturity Date (as hereinafter defined).

The outstanding balance of this Promissory Note (this “**Note**”) at any time shall be the original principal amount of the Loan by Holder to Maker evidenced hereby, *plus* accrued and unpaid interest as provided in Section 3.1, *less* the amount of payments or prepayments of principal made on this Note by or for the account of Maker in accordance with the terms hereof.

**1. Definitions and Interpretation**

1.1 Definitions. As used in this Note, the following terms have the following meanings:

“**Beard**” has the meaning set forth in the lead-in to this Note.

“**Business Day**” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to remain closed.

“**Default Rate**” means the lower of (a) 10.0% per annum and (b) the Highest Lawful Rate.

“**Event of Default**” has the meaning set forth in Section 6.1.

“**Highest Lawful Rate**” means, with respect to Holder, the maximum nonusurious interest rate, if any, that at any time or from time to time may be taken, reserved, contracted for, charged or received under this Note under laws applicable to Holder which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws allow as of the date hereof.

“**Holder**” has the meaning set forth in the lead-in to this Note.

“**Loan**” has the meaning set forth in Section 2.

“**Maker**” has the meaning set forth in the lead-in to this Note.

“**Maturity Date**” means the earliest to occur of (a) December 31, 2021, (b) the date of acceleration of the Loan pursuant to Section 6.2(a) hereof, or (c) full prepayment of the Loan.

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“**Note**” means this Promissory Note.

“**Restricted Payment**” means (i) any dividend or other distribution, direct or indirect, on account of any equity interests in Maker now or hereafter outstanding, or (ii) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any equity interests in Maker now or hereafter outstanding.

“**Transaction Documents**” means this Note and any other document or agreement delivered in connection with any of the foregoing.

1.2 **Construction.** Whenever the context requires, the gender of all words used in this Note includes the masculine, feminine, and neuter. All references to Sections refer to articles and sections of this Note. All references to dollars refer to United States dollars. The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Note, shall refer to this Note as a whole and not to any particular section or article in which such words appear. Unless the context requires otherwise, the word “or” shall not be exclusive. Unless the context requires otherwise, all references to laws, regulations, agreements and instruments refer to such laws, regulations, agreements and instruments as they may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. The article and section titles and headings in this Note are inserted for convenience only and are not intended to be part of, or to affect the meaning or interpretation of this Note.

## 2. **The Loan**

This Note evidences the loan made by Holder to Maker in the aggregate principal amount of **one million, five hundred thousand** dollars (\$1,500,000.00) (the “**Loan**”) as of the date hereof.

## 3. **Terms of this Note**

3.1 **Interest.** Interest shall accrue daily (computed on the basis of a 365/366-day year, as the case may be, from the date hereof) on the outstanding principal balance hereof at an interest rate of 8.0% per annum (or the rate specified in **Section 3.2**, if applicable); *provided, however*, that in no event shall interest accrue on the outstanding balance hereof at a rate exceeding the Highest Lawful Rate. Accrued interest on the Loan shall be payable on the Maturity Date.

3.2 **Default Interest.** If an Event of Default has occurred and is continuing, or if any principal of or interest on this Note is not paid when due, whether at the Maturity Date, upon acceleration or otherwise, then all amounts owing under this Note shall bear interest, after and before judgment, at the Default Rate until such Event of Default or missed payment has been cured.

3.3 **Principal.** Principal amounts repaid under this Note may not be reborrowed. All amounts outstanding under this Note shall be due and payable in cash on the Maturity Date.

Payments.

(a) Maker shall make each payment to be made by it under this Note prior to 5:00 p.m., New York, New York time, on the date when due, in immediately available funds, without set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Holder, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments must be made to Holder as set forth in Section 3.4(b) below. If any payment hereunder is due on a day that is not a Business Day, the date for payment will be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon will be payable for the period of such extension. All payments under this Note must be made in United States Dollars.

(b) Except as otherwise agreed by Holder, all payments on or in respect of this Note, including principal and interest, shall be made in such coin and currency of the United States as at the time of payment is legal tender for the payment of public and private debts, by wire transfer of immediately available funds to the following account of Holder:

Notwithstanding the foregoing, Holder may direct Maker to direct such funds as are payable hereunder to such other account as Holder may designate from time to time, in writing, in its sole discretion. All sums paid under this Note shall be applied as set forth in Section 3.6.

(c) On any date in which a principal payment (a “**Spence Payment**”) is made under that certain Promissory Note, dated as of the date hereof, by and among Maker and William Spence, Maker shall make a substantially contemporaneous payment hereunder (a “**Beard Payment**”) in an amount such that such Beard Payment is equal to 74.1% of the sum of (i) the relevant Beard Payment *plus* (ii) the relevant Spence Payment. For illustrative purposes only, if Maker were to make a \$259 Spence Payment, Maker shall make a contemporaneous \$741 Beard Payment.

Conformance with Laws.

(a) It is the intention of Maker and Holder to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law, then, notwithstanding anything to the contrary herein: (i) the aggregate of all consideration that constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note or otherwise in connection with this Note shall under no circumstances exceed the Highest Lawful Rate, and any excess shall be cancelled automatically and, if theretofore paid, shall be credited on this Note by Holder (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to Maker) and (ii) in the event that maturity of this Note is accelerated by reason of an election by Holder resulting from any default hereunder or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the Highest Lawful Rate, and excess interest, if any, provided for in this Note or otherwise shall be cancelled automatically as of the date of such acceleration or pre-payment and, if theretofore paid, shall be credited on this Note (or,

to the extent that this Note shall have been or would thereby be paid in full, refunded to Maker).

(b) All sums paid or agreed to be paid to Holder for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to Holder, be amortized, prorated, allocated and spread throughout the stated term of this Note until payment in full so that the rate or amount of interest on account of this Note does not exceed the maximum amount allowed by such applicable law.

(c) If at any time and from time to time (i) the amount of interest payable to Holder on any date shall be computed at the Highest Lawful Rate applicable to Holder pursuant to this Section 3.5 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to Holder would be less than the amount of interest payable to Holder computed at the Highest Lawful Rate applicable to Holder, then the amount of interest payable to Holder in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to Holder until the total amount of interest payable to Holder shall equal the total amount of interest which would have been payable to Holder if the total amount of interest had been computed without giving effect to this Section 3.5.

3.6 Prepayment; Application.

(a) Subject to Section 3.4(c) above, this Note may be prepaid in whole or in part by Maker at any time without premium or penalty.

(b) Maker shall prepay its obligations hereunder in whole upon the occurrence of any of the following events:

- (i) any dissolution, liquidation or wind-up of the affairs of Maker;
- (ii) any merger or consolidation of Maker, of which Maker is not the surviving entity;
- (iii) any disposition of all or substantially all assets of Maker.

(c) All payments hereon and proceeds received in respect hereof shall be applied *first*, to the reimbursement of expenses provided for in the Transaction Documents; *second*, to principal outstanding under this Note; *third*, to accrued interest on this Note; and *fourth*, to the extent of any excess, to Maker or as otherwise required by applicable law.

3.7 Waivers. Maker hereby waives diligence, presentment, demand, protest, notice of dishonor, notice of nonpayment, notice of intent to accelerate the maturity hereof or notice of acceleration of the maturity hereof, and notice of every other kind whatsoever. The failure of Holder to exercise any of its rights under this Note in any particular instance shall not constitute a waiver of the same or of any other right in that or any subsequent instance. In the

event this Note is placed in the hands of an attorney for collection, or if Holder incurs any costs incident to the collection of the indebtedness evidenced by this Note, Maker shall pay to Holder an amount equal to all such costs, including all attorneys' fees and expenses and all court costs.

3.8 Withholding Taxes. All payments on or in respect of this Note shall be made free and clear of and without deduction for or on account of any taxes, except as otherwise required by law. In the event Maker is required to withhold or deduct any tax from payments hereunder, Maker shall pay to Holder such additional amounts as may be necessary so as to ensure that Holder receives and retains an amount (after all such withholdings or deductions) that is equal to the amount otherwise due hereunder.

3.9 Holder's Records. The Loan and all payments made on account of the principal thereof and interest thereon, shall be recorded by Holder on its books for this Note, and, prior to any transfer, recorded by Holder on a schedule attached to this Note or any continuation thereof. Failure to make any such notation or to attach such schedule shall not affect Maker's obligations in respect of this Note, *provided, however*, the transfer is otherwise identified by Holder to Maker. Maker shall maintain a register of ownership of this Note consistent with the records provided by Holder, and Maker shall be entitled to treat the registered Holder as the owner of this Note for all purposes. The register shall include the name and address of each Holder, and the principal amount (and stated interest) of the Loan owing to, each Holder pursuant to the terms hereof from time to time. Such records maintained in compliance herewith shall be deemed prima facie evidence of the amounts owing on this Note.

#### 4. Representations and Warranties of Maker

4.1 Representations and Warranties of Maker. Maker hereby represents and warrants to Holder that:

(a) Maker's legal name and principal address as set forth in Section 7.4 are complete and accurate;

(b) Maker has the power and authority, and the legal right, to execute and deliver this Note and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder;

(c) The execution and delivery of this Note and the other Transaction Documents by Maker and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary corporate, limited liability company or partnership action, as applicable, in accordance with all applicable laws;

(d) Maker has duly executed and delivered each Transaction Document;  
and

(e) Each of this Note and the other Transaction Documents is a valid, legal and binding obligation of Maker, enforceable against Maker in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights

generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5. **Covenants of Maker.** Until such time as Maker has performed in full Maker's obligations hereunder and Holder has been repaid in full in accordance with the provisions hereof, in each case:

5.1 Maker shall:

(a) (i) Preserve, renew and maintain in full force and effect its organizational existence and (ii) take all reasonable action to maintain all material rights, privileges and franchises necessary or desirable in the normal conduct of its business.

(b) As soon as possible and in any event within one (1) Business Day after it becomes aware that an Event of Default has occurred, notify Holder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default; and

(c) Upon the request of Holder, promptly execute and deliver such further instruments and do or cause to be done such further acts as may be reasonably necessary or advisable to carry out the intent and purposes of this Note and the Transaction Documents.

5.2 Maker shall not, unless waived by Holder, directly or indirectly declare, order, pay, make or set apart any sum for any Restricted Payment.

5.3 Maker shall not, unless waived by Holder, grant a lien, hypothecate, pledge, encumber, charge or otherwise grant any security interest in or on any of the Tier II renewable energy credits generated pursuant to Pennsylvania P.L. 1672. Act No. 213, 2004 (The Alternative Energy Portfolio Standards Act) and held by Maker, whether now owned or hereafter acquired.

6. **Events of Default and Remedies**

6.1 **Events of Default.** An "**Event of Default**" shall exist if any of the following occurs:

(a) Maker fails to make any payment of principal or interest on this Note, or on any other payment obligation of any nature pursuant to this Note, when and as the same shall become due and payable, whether by acceleration or otherwise which failure remains uncured for two (2) Business Days;

(b) any representation or warranty of Maker made hereunder or under the Transaction Documents shall prove to have been incorrect, false or misleading in any material respect when made or deemed made;

(c) Maker fails to observe or perform or comply with any covenant, condition, term, provision or agreement contained in Sections 5.1(a)(i), 5.1(c) or 5.2 of this Note;

(d) Maker fails to observe or perform or comply with any other covenant, condition, term, provision or agreement contained in this Note or any other

Transaction Document which failure remains uncured for fifteen (15) days after Maker's knowledge of such default or receipt of notice from Holder of such default;

(e) Maker becomes insolvent or makes an assignment for the benefit of creditors; commences a voluntary bankruptcy proceeding or fails to obtain the dismissal of any involuntary bankruptcy proceeding commenced against Maker within 60 days of commencement; or

(f) this Note or any document or agreement delivered in connection herewith ceases to be in full force and effect and valid, binding and enforceable in accordance with its terms against Maker or any other person or entity party thereto or shall be repudiated by any of them.

## 6.2 Remedies.

(a) At any time on and after the occurrence of any Event of Default, Holder shall have the right to immediately accelerate payment of the entire principal of, and all interest accrued on, this Note, and, upon such acceleration, this Note shall automatically thereupon become forthwith due and payable, without any presentment, demand, protest or other notice of any kind, all of which are expressly waived, and Maker shall forthwith pay to Holder the entire outstanding principal of, and interest accrued on, this Note.

(b) At any time on and after the occurrence of any Event of Default, Holder may further proceed to protect and enforce all its rights under applicable law, with respect to this Note either by suit, in equity and/or by action at law, or by other appropriate proceedings, whether for specific performance (to the extent permitted by applicable law or equitable principles) of any covenant or agreement contained in this Note, or in aid of the exercise of any power granted in this Note, or may proceed to enforce payment of this Note or to enforce any other legal or equitable right of Holder.

(c) No course of dealing on the part of Holder or any delay or failure on the part of Holder to exercise any power or right shall operate as a waiver of such power or right or otherwise preclude Holder's rights, powers and remedies.

(d) Subject to the limitations set forth in Section 3.8(j) above, the rights and remedies of Holder hereunder are cumulative and are not exclusive of any rights or remedies that Holder would otherwise have.

## 7. Miscellaneous

7.1 Jurisdiction. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the Southern District of New York, and appropriate appellate courts therefrom, over any dispute arising out of or relating to this Note or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. Each of the parties hereby irrevocably

waives, to the fullest extent permitted by applicable legal requirements, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Note or any of the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is being given solely for purposes of this Note and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a party to this Note may become involved. Each of the parties hereto hereby consents to process being served by any party to this Note in any suit, action or proceeding of the nature specified in this Section 7.1 by the mailing of a copy thereof in the manner specified by the provisions of Section 7.4.

7.2 Amendment and Waiver. This Note may be amended, and the observance of any term of this Note may be waived or consented to, with the written consent of Maker and Holder.

7.3 Waiver. Any waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Note shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7.4 Notices. For purposes of this Note, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by nationally recognized overnight delivery service with proof of receipt maintained, at the following addresses (or any other address that any party may designate by written notice to the other party, in accordance herewith):

If to Holder, to:

with copies (which shall not constitute notice) to:

Vinson & Elkins LLP  
1114 Avenue of the Americas, 32nd Floor  
New York, NY 10036  
Attention: James J. Fox

If to Maker, to:

Stronghold Power LLC  
2151 Lisbon Road  
Kennerdell, Pennsylvania 16374

Any such notice shall be deemed received upon delivery.

7.5 Assignment; Third Party Beneficiaries. This Note shall be binding upon and inure to the benefit of Maker and Maker's successors and permitted assigns, but neither this



Note nor any of the rights, interests or obligations under this Note may be assigned by Maker without the prior written consent of Holder. This Note may be assigned by Holder solely with the prior written consent of William Spence, who shall be a third party beneficiary of this Note solely for purposes of this provision. Any attempted sale, transfer, assignment or pledge in violation of the preceding sentence shall be void and of no force or effect. This Note shall be binding upon and inure to the benefit of Holder and its successors and assigns. Holder may assign to one or more assignees this Note or all or a portion of its rights and obligations under this Note without the consent of Maker. Except as set forth above, this Note is not intended to confer any rights or remedies upon any person or entity except Maker and Holder.

7.6 Governing Law. THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PROVISIONS OR RULES THAT REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

7.7 Waiver of Jury Trial. EACH PARTY HEREBY (a) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE OR ANY COUNTERCLAIM THEREIN; (b) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (c) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 7.7.

7.8 Entire Agreement; No Oral Agreements. THIS NOTE AND THE OTHER TRANSACTION DOCUMENTS EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS NOTE AND THE OTHER TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.9 Counterparts. This Note may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

7.10 Severability. If any term, provision, covenant, agreement or restriction of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, agreements and restrictions of this Note shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

7.11

Expenses. Maker and Holder each shall be responsible for their respective out-of-pocket expenses incurred in connection with the Loan evidenced by this Note and any amendments, modifications or waivers of the provisions hereof; *provided, however*, that Maker shall be responsible for all reasonable out-of-pocket expenses incurred by Holder in connection with the enforcement or protection of its rights in connection with the Loan evidenced by this Note, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect thereon.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Promissory Note on and as of the date first above written.

**MAKER:**  
**STRONGHOLD POWER LLC**

By: /s/ William Spence  
Name: William Spence  
Title: Member

**HOLDER:**  
**GREGORY A. BEARD**

/s/ Gregory A. Beard

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE SUCH TERMS ARE BOTH NOT MATERIAL AND ARE THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. THESE REDACTED TERMS HAVE BEEN MARKED IN THIS EXHIBIT WITH THREE ASTERISKS [\*\*\*].

## MASTER EQUIPMENT FINANCE AGREEMENT

THIS MASTER EQUIPMENT FINANCE AGREEMENT (this “**Master Agreement**”) is dated as of **June 25, 2021**, between **STRONGHOLD DIGITAL MINING LLC**, a Delaware limited liability company with an address of 2151 Lisbon Road, Kennerdell, PA 16374 (“**Borrower**”), and **ARCTOS CREDIT, LLC**, a Delaware limited liability company with an address of 2443 Fillmore Street #406, San Francisco, CA 94115 (“**Lender**”).

1. **GENERAL TERMS.** This Master Agreement contains the terms and conditions upon which Lender will provide financing to Borrower to enable Borrower to purchase items of equipment and other personal property and for such other uses as are expressly specified in equipment finance schedules (“**Schedules**”) that may be entered into by Lender and Borrower from time to time (such personal property, any related software embedded therein or otherwise forming part thereof, any and all accessories, exchanges, improvements, returns, substitutions, parts, attachments, accessions, spare parts, replacements and additions thereto, and all proceeds thereof, are herein referred to as the “**Equipment**” and sometimes individually an “**Item**”). Each Schedule shall incorporate all of the terms of this Master Agreement and shall constitute a separate financing for the Equipment, as indicated on such Schedule. The term “**Agreement**” refers to each Schedule that incorporates this Master Agreement. Anything herein to the contrary notwithstanding, this Master Agreement is not a commitment to enter into any Agreement. Lender shall have no obligation to enter into any Agreement, finance any property, or otherwise enter into any transaction with Borrower unless expressly agreed in writing. As to each Schedule, Lender shall have no obligation to finance any Equipment until all conditions to funding are completed to the satisfaction of Lender. References herein to “the Equipment”, “the Payment”, “the Schedule” or “the Agreement”, when also referring to a specific item of Equipment, Payment (as hereinafter defined), Schedule or Agreement, shall be deemed to refer to the applicable Agreement, the Payment due thereunder, the Schedule that is a part thereof and the Equipment financed thereunder, and vice versa, unless the context shall otherwise clearly require.

2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT; CONDITIONS TO CLOSING.** (a) Borrower will cause the Equipment to be delivered and installed at the location specified in the Agreement and shall be deemed to have been accepted by Borrower for all purposes under the Agreement upon the date (the “**Acceptance Date**”) indicated as the date of acceptance on an Acceptance Certificate prepared by Lender and executed by Borrower. If there are multiple deliveries of Equipment under any Agreement, the term “**Acceptance Date**” shall mean the Acceptance Date of the first of the Equipment delivered to and accepted by Borrower, unless otherwise provided in the Agreement. Borrower acknowledges and agrees that certain Borrower obligations, including but not limited to, providing insurance under Section 10, commence prior to the Acceptance Date and may be binding on Borrower whether or not the Equipment is accepted. Notwithstanding the foregoing, Borrower agrees that upon executing an Agreement, Borrower’s Obligations (as hereinafter defined) thereunder are absolute and unconditional and in the nature of a promissory note. Borrower is responsible for all shipping, installation, site preparation, testing and other expenses incident to delivery of the Equipment and Lender will not finance such costs unless they are included in the amount financed by agreement of the parties.

(b) Lender’s obligation to provide financing under any Agreement shall be subject to the following conditions. Failure of Borrower to satisfy any such condition shall require Borrower to repay to Lender on demand all amounts theretofore advanced to or for Borrower’s account with respect to any Equipment being financed by such advanced amounts, including without limitation any outstanding down payment or initial payment to a Supplier and any and all interest owed by Borrower. The failure to repay such amounts within two (2) business days after Borrower’s receipt of Lender’s demand shall be an immediate, incurable Event of Default under all Agreements, with no further notice required on Lender’s part.

(i) There shall not have occurred an Event of Default and no event that with notice, lapse of time or both would be an Event of Default shall have occurred and then be continuing.

(ii) Borrower shall not have suffered a material adverse change in its business, financial condition, or properties.

(iii) [Reserved].

(iv) Borrower shall not have suffered a lien, encumbrance or security interest to attach to the Equipment, except as expressly permitted by this Master Agreement.

(v) Borrower shall have complied with all customary closing conditions for equipment financings and commercial loans, and shall provide Lender with all documentation or assurances Lender may reasonably request.

3. **TERM AND PAYMENTS; SECURITY INTEREST.**

(a) The obligations of Borrower with respect to each Item of Equipment shall be evidenced by an Agreement. The term of each Agreement (the “**Term**”) shall commence on the date selected by Lender (the “**Commencement Date**”) that is on or after the

earlier of (i) the date Lender advances any funds or makes any binding commitment to advance funds or take other action with respect to any of the Equipment or (ii) the Acceptance Date, and shall continue until Borrower satisfies all of its obligations to Lender thereunder. The day the first Payment is due is called the **“First Payment Date”** and each subsequent payment shall be made on the same day of the month as the First Payment Date unless otherwise stated in the Agreement.

**(b)** Borrower agrees to pay to Lender periodic payments of principal and/or interest (together with any other payments so designated herein or elsewhere in the applicable Agreement, the **“Payments”**) without invoice or other written demand as may be more fully set forth in the Agreement and any and all other payments and amounts required to be paid by Borrower. Payments by Borrower to Lender under each Agreement shall be in legal tender of the United States of America in immediately available funds. Borrower’s obligation to pay all Payments and other amounts due under each Agreement is absolute and unconditional under any and all circumstances (including, without limitation, any malfunction, defect or any inability to use any Item of Equipment) and shall be paid and performed by Borrower without notice or demand and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever, including, without limitation, any past, present or future claims that Borrower may have against Lender, any Supplier or any other person or entity whatsoever. To the fullest extent permissible under applicable law, Borrower waives demand, diligence, presentment, protest, notice of dishonor, notice of nonpayment and notices and rights of every kind. The monthly Payment indicated in each Schedule is based on the estimated amount of the advance made by Lender with respect to the Equipment, and if the actual advance for the Equipment (which may include delivery, installation and other soft costs) differs from such estimated amount, then Lender may, at its election (i) if the amount of the actual advance shall be an increase of less than ten percent (10%) of the estimated advance, recalculate the Payments and other amounts as provided in clause (iii) of this Section 3(b), and Borrower grants Lender power of attorney to make such corrections, and agrees that the Agreement shall remain in full force and effect, (ii) cancel such Agreement and all related agreements, documents and instruments and decline to fund the transaction, or (iii) Lender and Borrower will agree to amend or re-execute the Agreement and related documents to provide such adjustments to the Payments and other amounts designated in the Agreements as necessary to provide the same yield to Lender as would have been obtained if the actual amount advanced by Lender had been the same as the estimated amount. Borrower agrees to execute documentation presented by Lender effecting such adjustments. If any Payment or other amount due under an Agreement is not received when due, such overdue amounts shall bear interest at a rate equal to fifteen percent (15%) per annum, provided that no interest rate shall exceed the maximum amount permitted by applicable law.

Payments made by Borrower to Lender under the Agreements will be made free and clear of and without deduction for any and all Taxes except (a) any Taxes imposed on (or measured by) Lender’s net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed as a result of (i) Lender being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), or (ii) a present or former connection between the Lender and the jurisdiction imposing such Taxes (other than connections arising from the Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest

under, engaged in any other transaction pursuant to or enforced, or sold or assigned an interest in any advance under an Agreement) (b) any U.S. federal withholding Taxes imposed on amounts payable to or for the account of Lender with respect to an applicable interest in an advance under an Agreement pursuant to a law in effect on the date on which (i) Lender acquires such advance or (ii) Lender changes its lending office, except in each case to the extent that, pursuant to the next sentence, amounts with respect to such Taxes were payable either to Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Lender’s failure to comply with the last two sentences of this Section 3(b), and (d) any withholding Taxes imposed under Sections 1471 through 1474 of the Code (as defined below), as of the date of this Master Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code (such Taxes imposed with respect to any payment under any Agreement, other than Taxes described in clauses (a) through (d) of this Section 3(b), shall be referred to hereinafter as **“Indemnified Taxes”**). However, if at any time any governmental authority, applicable law, regulation or international agreement requires Borrower to make any withholding or deduction of Indemnified Taxes from any such payment or other sum payable hereunder to Lender, Borrower hereby covenants and agrees that the amount due from Borrower with respect to such payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required withholding or deduction of Indemnified Taxes (including such deductions and withholdings applicable to additional sums payable under this sentence), Lender receives a net sum equal to the sum which it would have received had no withholding or deduction of Indemnified Taxes been required, and Borrower shall pay the full amount withheld or deducted to the relevant governmental authority. Borrower will, upon request, furnish Lender with proof reasonably satisfactory to Lender indicating that Borrower has made such withholding payment. On or before the date of this Master Agreement, or on or before the date on which any assignee becomes a party to this Master Agreement, as applicable, and at such other times reasonably requested by Borrower, Lender (and any assignee or successor thereof) shall deliver (i) in the case of a Lender that is a “United States person” (within the meaning of Section 7701(a)(30) of the Code), a

properly completed and executed Internal Revenue Service (“**IRS**”) Form W-9 (or any successor form) establishing an exemption from U.S. federal backup withholding Tax or (ii) in the case of a Lender that is not a “United States person” (within the meaning of Section 7701(a)(30) of the Code), (A) a properly completed and executed IRS Form W-8-BEN-E or W-8BEN (or any successor form) establishing an exemption from, or reduction of, U.S. federal withholding Tax under the benefits of an applicable income Tax treaty with the United States of America, (B) a properly completed and executed IRS Form W-8ECI, or (C) a properly completed and executed IRS Form W-8BEN-E or W-8BEN (or any successor form), along with a certificate from such Lender claiming an exemption from U.S. federal withholding Tax under the portfolio interest exemption. Lender (including any assignee or successor thereof) agrees, that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Borrower in writing of its legal inability to do so.

(c) No Agreement may be canceled or terminated by Borrower for any reason whatsoever. Borrower may not prepay any Total Advance under any applicable Agreement in whole or in part.

(d) As security for the due payment and performance of Borrower’s Obligations under each Agreement and all Other Agreements (as defined in Section 11), Borrower grants to Lender a first priority security interest in: (i) all Equipment financed pursuant to each Schedule and proceeds (including any insurance proceeds) thereof and any accessions, additions and accessories thereto; (ii) Borrower’s rights under that certain Hardware Sale and Purchase Agreement by and between Borrower and [\*\*\*], dated as of April 14<sup>th</sup>, 2021 (the “**Purchase Agreement**”), (iii) to the extent arising from or relating to any Equipment, all Accounts, Contract Rights, Chattel Paper, General Intangibles, Payment Intangibles, leases, subleases, security deposits or other cash deposits and proceeds; (iv) all cryptocurrency and digital currency, including Bitcoin (BTC) mined or otherwise generated by, or in connection with the Equipment (sometimes herein called “**Mined Currency**”) and any and all other cryptocurrency and digital currency related thereto or derived therefrom whether arising from a hard fork, airdrop or otherwise; and (v) all other collateral as to which a security interest has been or is hereinafter granted by Borrower to Lender or to any Affiliate of Lender to the extent arising from or relating to any Equipment, of Lender in connection with any Other Agreement and all proceeds thereof (collectively the “**Collateral**”). Title to the Collateral shall at all times be in Borrower’s name, subject to Lender’s security interest and any certificate of title for Equipment shall designate Borrower as owner and Lender as lien holder. As used herein, “**Obligations**” means each and every debt, liability and obligation, including, without limitation, obligations of performance, of every type and description Borrower may now or at any time hereafter owe to Lender and any Affiliate of Lender whether under this Master Agreement, any Schedule or under any Other Agreement, regardless of how such Obligation arises or by what agreement or instrument it may be evidenced, whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, joint and several, and all costs and expenses incurred by Lender to obtain, preserve, perfect and enforce the security interest granted herein and to maintain, preserve and collect the property subject to the security interest, including but not limited to all Attorney’s Fees (as hereinafter defined) and expenses of Lender to enforce any Obligations whether or not by litigation. As used herein “**Affiliate**” of a person or entity means any person or entity which directly or indirectly beneficially owns or holds ten percent (10%) or more of any class of voting stock or other interest of such person or entity or directly or indirectly controls, is controlled by, or is under common control with such person where the term “control” means the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise. “**Accounts**”, “**Chattel Paper**”, “**Supplier**”, “**Payment Intangibles**”, “**General Intangibles**” and other terms defined in the UCC not specifically defined herein shall each have the meaning set forth in the UCC. Borrower represents, warrants and agrees that no Agreement is or will be a “Consumer Transaction” as such term is defined in the Uniform Commercial Code currently adopted in the State of Delaware (the “**UCC**”). In the event (i) Borrower’s “chief executive office” or the equivalent is located in any province in Canada (in each case, the “**Province**”), or (ii) any Collateral is located in any Province, the term “**UCC**”, when used herein, shall be deemed, without further action, to be the applicable personal property security legislation in force and effect in such Province (the “**PPSA**”), and other PPSA terms not specifically defined herein shall each have the meaning set forth in the PPSA, with all references to “**UCC**” herein being deemed to be references to the PPSA. In particular, “**Payment Intangibles**” and “**General Intangibles**” shall be deemed to be “**Intangibles**” as defined in the PPSA.

(e) Borrower acknowledges that, as to any Agreement, Lender may advance funds to one or more Suppliers prior to the Acceptance Date. Borrower agrees that the terms of any such Agreement will include Payments and other agreements contemplating such advances and that Lender’s exposure is substantially increased by making such advances. Borrower agrees, notwithstanding anything to the contrary herein, that it is obligated to repay all such advances, with interest, on demand if an Event of Default shall occur prior to the Acceptance Date or if the Acceptance Date does not occur on or before the “**Anticipated Acceptance Date**” stated in such Agreement for any reason whatsoever, unless Lender shall, in its sole discretion, agree to postpone the Anticipated Acceptance Date. If more than one delivery is contemplated under any such Agreement, then, notwithstanding Section 2, the Anticipated Acceptance Date shall mean the date of the final delivery and acceptance of Equipment under such Agreement, it being the intention of the parties that all such Equipment will be delivered and accepted on or before the Anticipated Acceptance Date stated in the Agreement. Borrower’s failure to repay any such advance shall be an immediate and incurable Event of Default. Lender may disburse the proceeds using checks, drafts, orders, transfer funds, or any other method or media Lender deems desirable. Disbursement may be made in Lender’s name on Borrower’s behalf or in Borrower’s name.

(f) If prior to August 15, 2021 Borrower has failed to request to borrow advances from Lender in the aggregate principal amount of \$34,481,700.00 (the “**Maximum Advance Amount**”) under and in accordance with the terms of the Agreements, Borrower shall pay to Lender, on August 15, 2021, a fee equal to the product of (i) the difference of (A) the Maximum Advance Amount, minus (B) the aggregate amount of advances made and/or requested pursuant to the Agreements, times (ii) 1.25% (the “**Standby Fee**”). The Standby Fee shall be fully earned and non-refundable.

4. **USE; MAINTENANCE; REGISTRATION.** (a) Borrower covenants and agrees that: (i) Borrower will maintain and use the Equipment in a prudent, businesslike manner for its originally-intended purpose, in the ordinary course of Borrower’s business, and only in accordance with applicable laws, Supplier or manufacturer warranty provisions, requirements of insurance, operating manuals and instructions, rules, regulations, and orders of any judicial, legislative or regulatory body having power to supervise or regulate the use, operation or maintenance thereof, including licenses, permits and registration requirements, and that the proceeds of any Agreement will be used for commercial or business purposes and will not be used for consumer, personal, family, agricultural or household purposes; (ii) Borrower will keep the Equipment in good condition and working order and shall replace or restore and maintain any part of the Equipment by qualified personnel at all times during the Term of such Agreement; (iii) Borrower will make no modification to any item of Equipment without Lender’s prior written consent, but Borrower will, unless otherwise directed by Lender, make all modifications and maintenance, at its sole cost and expense, required hereunder or by applicable law, or recommended or required by any Supplier, operating instructions or requirements of any insurer or maintenance organization servicing the Equipment, provided, that all parts, mechanisms, devices and other property installed on the Equipment shall immediately become part of the Equipment and subject to Lender’s security interest and such maintenance or modifications shall be performed by qualified personnel only; and (iv) if Lender has caused a GPS or other tracking device to be installed on any Item, Borrower will not remove or tamper with such device, nor will Borrower tamper with any odometer or other device designed to track use of the Equipment.

(b) Without limiting any of Borrower’s obligations in Section (a) above or elsewhere in this Master Agreement or any Agreement, Borrower covenants and agrees that for all Items of Equipment consisting of computers or other technology equipment, Borrower will make arrangements satisfactory to Lender in its reasonable discretion to keep the Equipment properly maintained by the Supplier or another qualified maintenance organization (which, for the avoidance of doubt, shall include [\*\*\*] and its affiliates) and eligible for prime shift maintenance by the Supplier.

5. **INDEMNITIES.** Borrower shall indemnify, hold harmless and defend Lender and its successors and assigns against any and all claims, demands, suits and legal proceedings, whether civil, criminal, administrative, investigative or otherwise, including arbitration, mediation, bankruptcy and appeal and including any claims, demands, suits and legal proceedings arising out of: (i) the actual or alleged manufacture, purchase, ordering, financing, shipment, acceptance or rejection, titling, registration, leasing, ownership, delivery, rejection, non-delivery, possession, use, transportation, storage, operation, maintenance, repair, return or disposition of the Equipment; (ii) patent, trademark or copyright infringement; or (iii) any alleged or actual breach, default or Event of Default by Borrower (all of the foregoing hereinafter collectively referred to as “**Actions**”); and (iv) any and all penalties, losses, liabilities, including the liability of Borrower or Lender for negligence, tort, strict liability or environmental liability, damages, costs, court costs and any and all other expenses, including Attorneys’ Fees, judgments and amounts paid in settlement, incurred incident to, arising out of, or in any way connected with any Actions, any Agreement, any Equipment, or any other instrument, document or agreement executed in connection with or contemplated by any of the foregoing; provided that the Borrower shall have no obligation hereunder to Lender or any of its affiliates or related to the extent that such obligation for indemnification shall have resulted from the gross negligence, bad faith or willful misconduct of the party to be indemnified or any of its affiliates as determined by a final non-appealable judgment of a court of competent jurisdiction. The term “**Attorneys’ Fees**” as used herein shall include any and all reasonable and documented attorneys’ fees that are incurred by Lender incident to, arising out of, or in any way in connection with Lender’s interests in, or defense of, any Action or Lender’s enforcement of its rights and interests with respect to any Equipment or otherwise under each Agreement, or any other instrument, document or agreement executed in connection with or contemplated by any of the foregoing, which shall include such reasonable and documented attorneys’ fees incurred by Lender whether or not a suit or action is commenced, and all costs in collection of sums due during any work out or with respect to settlement negotiations, or the cost to defend Lender or to enforce any of its rights.

6. **POSSESSION; INSPECTION; PERSONAL PROPERTY.** Provided that no Event of Default and no event that with notice or lapse of time would become an Event of Default has occurred and is continuing under any Agreement, Borrower shall have quiet possession of the Equipment during the Term. Lender or an agent of Lender may enter the location where any item of Equipment is located at reasonable times and upon reasonable notice (provided, that during the occurrence of an Event of Default, no such notice will be required) to inspect the Equipment, subject to reasonable limitations placed on entry by the owner of the premises, if different from Borrower, provided that notwithstanding the foregoing, Lender’s officers and authorized representatives shall comply with Borrower’s COVID-19 and other health and safety protocols, policies and procedures when accessing the location of Borrower. Borrower will not move or allow any Item to be moved to a location different from the

location specified in such Agreement without Lender's prior written consent. The Equipment shall not constitute, and Borrower shall ensure that it shall not constitute, real property or fixtures and the parties agree that the Equipment is and shall be removable from, and is not essential to, the premises where the Equipment is located. Upon the request of Lender, Borrower shall obtain a written host, landlord's or mortgagee's acknowledgement and waiver in form and substance satisfactory to Lender from all persons having any interest in the real estate upon which the Equipment is located, stored or garaged. In addition to the foregoing, Borrower agrees to the following monitoring arrangements: Prior to funding, (a) Borrower will provide Lender with (a) API and/or read access to Borrower's Bitcoin Mining Pool Account or similar arrangement that shows the status and hashrate of equipment, and (b) account access to Borrower's Bitcoin Exchange or Brokerage Account, which provides transaction details including Bitcoin revenue and trades. Lender will have the right to approve any Mining Pool, Exchange or Brokerage Account and applicable wallets to be utilized by Borrower. Lender will require certain permissions to be established for any approved wallet and may require a minimum balance to be maintained. Borrower will also provide the reports specified in Section 18.

7. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** BORROWER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS FINANCED "AS IS", "WHERE IS", AND "WITH ALL FAULTS"; LENDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, CONDITION, CAPACITY, DURABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, CONFORMITY OF ANY DESCRIPTION OR PATENT, TRADEMARK OR COPYRIGHT, OR OTHERWISE WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT WHATSOEVER AND LENDER IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT NOR THE MANUFACTURER'S OR SUPPLIER'S AGENT AND NO SUCH PERSON IS LENDER'S AGENT FOR ANY PURPOSE. Lender is not responsible for any repairs or service to the Equipment, defects therein or failures in the operation thereof or for any indirect, special, incidental, or consequential damages. Borrower has made the selection of each item of Equipment based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lender.

8. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** (a) Borrower represents and warrants to, and covenants with, Lender that: (i) Borrower has the form of business organization indicated above; Borrower is duly organized in the jurisdiction of organization set forth above; and is existing, in good standing and qualified to do business wherever necessary to carry on its present business and operations and to own its property; Borrower has full corporate or other power and authority to enter into each Agreement and the Other Agreements, to incur the borrowings hereunder, and to perform its obligations under each Agreement and the Other Agreements; (ii) each Agreement, when entered into has been duly executed and authorized, requires no further director, shareholder, member, partner or other third party approval of, or the giving of notice to, any Governmental Authority (as hereinafter defined) and does not contravene any law, regulation or other governmental order, any certificate or articles of incorporation or bylaws or partnership certificate or operating agreement, or any agreement, indenture, or other instrument to which Borrower is a party or by which it may be bound and constitutes a legal, valid, and binding obligation of Borrower enforceable in accordance with its terms; (iii) the provisions of each Agreement create legal and valid liens on and security interests in all of the Collateral in favor of the Lender, and such liens and security interests constitute perfected and continuing liens on and security interest in the Collateral, securing the Obligations, enforceable against Borrower and all third parties, and having priority over all other liens, security interests and other encumbrances on the Collateral; (iv) Borrower, any guarantor of Borrower's obligations hereunder (a "**Guarantor**") and any other person who owns a controlling interest or otherwise controls Borrower or any Guarantor in any manner is not listed on the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("**OFAC**") or other similar lists maintained by the federal government pursuant to any federal law or regulation regarding a person designated under Executive Order No. 13224 or similar lists and Borrower is in compliance with any Bank Secrecy Act regulations and other federal regulations to prevent money laundering, and to the extent Borrower is located in or carries on business in any Province, Borrower and each director, officer, employee and agent thereof is in compliance with all applicable Sanctions, Anti-Corruption Laws and AML Laws and Borrower is not, nor is any director, officer, employee or agent of Borrower (A) the subject of any Sanctions, or (B) located, organized or resident in a country or territory that is, or whose government is, the subject of any Sanction. For the purposes hereof, the following definitions are applicable to the provisions hereof:

"**AML Laws**" means all laws, rules and regulations relating to money laundering or terrorist financing, including, without limitation, the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, Part II.1 of the *Criminal Code (Canada)*, the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (Canada)* and the *United Nations Al-Qaida and Taliban Regulations (Canada)*;

"**Anti-Corruption Laws**" means all laws, rules and regulations relating to bribery or corruption, including, without limitation, the *Corruption of Foreign Public Officials Act (Canada)*;

"**Sanctions**" means any and all sanctions or trade embargoes imposed, administered or enforced from time to time by any relevant



sanctions authority including, without limitation, by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or under the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada) and the *Export and Import Permits Act* (Canada);

(iv) there are no pending or threatened actions or proceedings before any court or agency which may to a material extent adversely affect Borrower or any Guarantor's financial condition or continued operation (except as Borrower have otherwise previously disclosed to Lender in writing); (v) Borrower is solvent and has the ability to pay Borrower's debts when they come due and Borrower is not contemplating and has not contemplated relief under any bankruptcy laws or other similar laws for the relief of debtors, except as disclosed to Lender in writing; and (vi) all of Borrower's financial statements and other information heretofore given and hereafter to be given to Lender are and will be true and complete in all material respects as of their respective dates, and fairly represent and will fairly represent Borrower's financial condition, and no material adverse change has or will have occurred in Borrower's financial condition reflected therein after the respective date thereof upon delivery to Lender, unless Borrower notifies Lender in writing of the same; and (vii) the Equipment will not be used to store, transport, contain or deliver any Hazardous Materials in violation of any Environmental Laws or transport any persons for hire. The term "**Hazardous Materials**" means any wastes, substances, or materials, whether solids, liquids or gases, that are deemed hazardous, toxic, pollutants, or contaminants, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, Environmental Laws. The term "**Environmental Laws**" means, collectively, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; or other applicable federal, state, provincial or local laws, including any plans, rules, regulations, orders, or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar laws, regulations, rules, orders, or ordinances now or hereafter in effect relating to hazardous materials disposal, generation, production, treatment, transportation, or storage or the protection of human health and the environment. If Borrower is a corporation, limited liability company or partnership, a secretary, assistant secretary, member or partner, by attesting to the execution by Borrower on the applicable Schedule, certifies that the officer signing on behalf of Borrower has been duly authorized and empowered to execute the Agreement on behalf of Borrower by appropriate vote of Borrower's board of directors, managing member(s), members or partners (or similar governing body) or under Borrower's bylaws, operating agreement or partnership agreement, that such officer did so execute the Agreement, and that the Agreement has been duly authorized and approved by or under such vote, bylaws, operating agreement or partnership agreement. Borrower acknowledges that Lender has not made any representation or warranty as to the legal, accounting or tax characterization or effect of any Agreement or any financing contemplated hereby. Borrower has consulted its own advisors with respect to such matters. All representations and warranties contained herein shall be continuing in nature and in effect at all times prior to Borrower satisfying all of Borrower's obligations to Lender under each Agreement and this Master Agreement.

(b) Borrower shall not (i) voluntarily or involuntarily create, incur, assume or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment, whether now owned or hereafter acquired (except by, through or in favor of Lender); (ii) finance upgrades or additions to Equipment with any party other than Lender without prior written consent of Lender; (iii) permit the name of any person, association, corporation or other business entity other than Lender or Borrower to be placed on the Equipment; (iv) except as otherwise agreed to by Lender in writing, part with possession or control of or suffer or allow to pass out of its possession or control any Item of the Equipment or change the location of the Equipment or any part thereof from the address shown in the Agreement; (v) assign, sell, transfer, sublease, rent or in any way transfer or dispose of all or any part of the rights or obligations under any Agreement or as to any rights, title or interest in the Equipment or other Collateral, in whole or in part, to anyone; (vi) without at least twenty (20) days written notice to Lender (and signing and if requested by Lender, filing, such documents as Lender shall request in connection therewith), change (A) its legal name or primary address from that set forth above, (B) the jurisdiction under whose laws it is organized as of the date of this Master Agreement, or (C) the type of organization under which it exists as of the date of this Master Agreement; (vii) permit the sale or transfer of any shares of its capital stock or of any ownership interest in Borrower to any person, persons, entity or entities (whether in one transaction or in multiple transactions) which results in a transfer of a majority interest in the ownership and/or the control of Borrower from the person, persons, entity or entities who hold ownership and/or control of Borrower as of the date of this Master Agreement; (viii) consolidate with or merge into or with any other entity, or sell, transfer, lease or otherwise dispose of all or substantially all of Borrower's assets to any person or entity (whether in one transaction or in multiple transactions); (ix) purchase, redeem, acquire or retire any of Borrower's ownership interests, pay dividends or make any shareholder withdrawals or pay any management bonuses, in each case, if an Event of Default has occurred and is continuing; or (x) without at least thirty (30) days prior written notice to Lender, make or suffer to exist any investments in, or loans or advances to, or guarantees of, any other Person.

9. **LOSS AND DAMAGE.** Borrower shall bear the entire risk of loss, theft, damage to or destruction of the Equipment (including any condemnation, seizure, or requisition of title or use) (collectively, a "**Casualty Event**") from any cause

whatsoever. No Casualty Event shall relieve Borrower from making any Payment or any other obligations hereunder. Borrower shall immediately notify Lender of any insurance claim and of any Casualty Event resulting in two hundred fifty thousand dollars (\$250,000.00) or more of damage to Equipment, and inform Lender of the circumstances and extent of the Casualty Event and, at the option of Lender, Borrower shall (a) place such Equipment in good repair and working order so that the Equipment is of at least the same utility, value and marketability; or (b) replace such Equipment with like Equipment that is at least of the same utility, value and marketability, with clear title to the replacement Equipment in Borrower and not subject to any security interest by any other party other than Lender; or (c) promptly pay to Lender an amount under the applicable Agreement equal to the Payoff Amount. As used herein, "**Payoff Amount**" means an amount, calculated by Lender as of the date of payment of the Payoff Amount, equal to the sum of (i) any accrued and unpaid Payments (including the Payment, if any due, on such date) or other amounts due under or with respect to any Agreement; plus (ii) all Payments due and payable after such date, discounted to present value using a discount rate used by Lender to calculate Payments; plus (iii) a prepayment premium of five percent (5%) of the principal amount prepaid. Lender may require that Borrower perform option (c) hereof whether all or only a portion of the Equipment subject to an Agreement experiences a Casualty Event. Any proceeds received by Lender or Borrower as the result of a Casualty Event with respect to any Item (including insurance proceeds and proceeds of condemnation or requisition) shall be applied at Lender's election, in whole or in part, to (a) repair or replace such Item or any part thereof, or (b) satisfy any of any of Borrower's Obligations. Borrower shall also pay any costs and expenses (including reasonable and documented Attorneys' Fees or the cost to engage an attorney even if no suit or claim is filed) incurred by Lender in connection with its exercise or protection of its rights and interests hereunder, including without limitation titling costs or other fees to effectively enforce Lender's interest in any item of Equipment. If no Event of Default has occurred and is continuing and no event or condition has occurred that with notice and/or passage of time could constitute an Event of Default, upon the payment of the Payoff Amount with respect to any Agreement, and the payment of any and all other amounts due and payable to Lender hereunder, Lender's security interest in such Items shall be automatically released; provided that Borrower's Obligations with respect to taxes, indemnities and reimbursements hereunder shall survive with respect to all periods prior to such payment.

10. **INSURANCE; TAXES.** Borrower shall, at Borrower's sole cost and expense, commencing with the delivery of any Equipment to Borrower and continuing during the Term of each Agreement until Borrower's Obligations are satisfied in full, procure and maintain such insurance coverage in such amounts (including deductibles), in such form and with responsible insurers, all as satisfactory to Lender (which may on reasonable notice require Borrower to change such form, amount or company), including: (a) comprehensive general liability insurance insuring against liability for property damage, death and bodily injury resulting from the transportation, ownership, possession, use, operation, performance, maintenance, storage, repair or any similar act related to the Equipment, with minimum limits of \$1,000,000 per each occurrence (or such other amounts as set forth in such Schedule and notified by Lender), with Lender and Lender's successors and/or assigns named as additional insured; (b) all risk physical damage insurance against all risks of theft, loss or damage from every cause whatsoever in an amount not less than the greater of the full replacement cost of each item of Equipment or the Payoff Amount, with Lender and Lender's successors and/or assigns named as lender loss payee; and (c) if reasonably requested by Lender, other or additional coverage. Borrower shall waive Borrower's rights of subrogation, if any, and have Borrower's insurance carrier waive its right of subrogation, if any, against Lender for any and all loss or damage. All policies shall contain clauses requiring the insurer to furnish Lender with at least thirty (30) days prior written notice of any material change, cancellation, or nonrenewal of coverage and stating that coverage shall not be invalidated against Lender or Lender's assigns because of any violation of any condition or warranty contained in any policy or application therefor by Borrower or by reason of any action or inaction of Borrower. Borrower agrees to inform Lender immediately in writing of any notices from, or other communications with, any insurers that may in any way adversely affect the insurance policies being maintained pursuant to this Section or of any insurance claims. No insurance shall be subject to any co-insurance clause. Upon request by Lender, Borrower shall furnish Lender with a certificate of insurance, proper endorsements or other evidence satisfactory to Lender that such insurance coverage are in effect. If Borrower shall fail to carry any insurance required hereunder, Lender (without obligation and without waiving any default or Event of Default by Borrower hereunder) may do so at Lender's sole option and at Borrower's sole cost and expense. Borrower acknowledges that such insurance will benefit Lender only and may cost substantially more than insurance Borrower might procure. Borrower agrees that Lender is not a seller of insurance nor is Lender in the insurance business. Borrower agrees to deliver to Lender evidence of compliance with this Section satisfactory to Lender, including any requested copies of policies, certificates and endorsements, with premium receipts therefor, on or before the date of execution by Borrower of the applicable Schedule and thereafter within two (2) business days after Lender's request. Lender shall be under no duty to ascertain the existence of or to examine any such policy or to advise Borrower in the event any such policy shall not comply with the requirements hereof.

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Borrower will timely (and not later than their due date) make any filings required with respect to, and will pay and discharge when due, all Taxes, assessments, and governmental charges in excess of \$50,000 in the aggregate, imposed upon it, its income, and its properties prior to the date on which penalties are attached thereto; provided that failure to file returns, other than U.S. federal and state income Tax returns, when required by applicable law shall not be a breach of this covenant provided that such failure shall not have a material adverse effect on Borrower's business, financial condition, or properties, or its ability to satisfy its obligations under this Master Agreement or any Agreement, or cause a lien to be placed on the Collateral. "**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto, including, without limitation, any real estate taxes.

11. **DEFAULTS.** An "**Event of Default**" shall be deemed to have occurred under any and all Agreements upon the occurrence of any of the following events or circumstances: (a) Borrower's failure to pay any Payment or other amount owed to Lender under any Agreement when due; (b) Borrower's failure to observe or perform any covenant, condition, representation, warranty or agreement to be observed or performed by Borrower, including without limitation, (1) Borrower's failure to maintain insurance in accordance with Section 10 hereof or (2) Borrower's breach of any of the terms of Section 8 which remains uncured for ten (10) days following written notice thereof to Borrower by the Lender; (c) any attempt by Borrower to repudiate any Agreement or its acceptance of any Equipment; (d) Borrower's default under any present or future note, security agreement, equipment lease, title retention, conditional sales agreement or any other agreement for money borrowed or the lease of real or personal property, in each case in an amount in excess of \$250,000, beyond any period of grace provided with respect thereto whether with Lender, its Affiliates, or any third party if the effect of such default is to cause or permit the holder of such indebtedness to cause such indebtedness to become due prior to its stated maturity; (e) any certificate, statement, representation or warranty, financial or credit information heretofore given or hereafter made by Borrower to Lender shall prove to be incorrect in any material respect as of the date such statement, representation or warranty or other information is provided; (f) the condition of Borrower's finances or business shall change so as, in the reasonable opinion of Lender, to impair materially Lender's interest or increase materially Lender's credit risk and Lender shall reasonably and in good faith deem itself insecure or undersecured as to repayment of any of Borrower's Obligations; (g) either Borrower or any Guarantor shall (1) be legally dissolved, adjudicated insolvent or bankrupt or cease to pay its debts as they mature, make a general assignment for the benefit of, or enter into an arrangement with, creditors; (2) apply for or consent to the appointment of a receiver, trustee or liquidator of it or a substantial part of its property; (3) take action to dissolve or terminate its legal existence, or authorize or file a voluntary petition in bankruptcy or under any similar law, consent to such a petition; (4) suffer such a petition or proceeding to be instituted against it which remains un-dismissed for a period of sixty (60) days; or (5) merge, consolidate or sell substantially all of its assets; (h) if Borrower is an individual, whether or not operating as a sole proprietorship, Borrower dies, become disabled or be declared legally incompetent; (i) [reserved]; (j) any Guarantor shall (1) breach any covenant, condition or agreement of a guaranty executed by a Guarantor for Lender's benefit; (2) die or become legally incompetent (if an individual); or (3) suffer any condition or commits any act which, if suffered or committed by Borrower, would constitute an Event of Default under any Agreement; (k) [Reserved], (l) if there shall occur an (i) appropriation, (ii) confiscation, (iii) retention, or (iv) seizure of control, custody or possession of any Equipment by any governmental authority including, without limitation, any municipal, state, federal or other governmental entity or any governmental agency or instrumentality (all such entities, agencies and instrumentalities shall hereinafter be collectively referred to as "**Governmental Authority**"); (m) if anyone in the control, custody or possession of any Equipment or Borrower is accused or alleged or charged (whether or not subsequently arraigned, indicted or convicted) by any Governmental Authority to have used any Equipment in connection with the commission or any crime (other than a misdemeanor moving violation); (n) except for the security interest, lien or reservation of title in favor of Lender or as otherwise granted herein, there shall be any lien, claim or encumbrance on any of the Collateral (other than (i) mechanics' liens arising in the ordinary course of business securing liabilities which are not delinquent and remain payable without penalty (ii) tax liens being contested in good faith by appropriate proceedings, for which appropriate reserves have been established in accordance with Generally Accepted Accounting Principles); or (o) Borrower defaults under any guaranty, collateral agreement, or other support agreement relating to, or providing credit support for, this Master Agreement or the Other Agreements (as hereinafter defined). An Event of Default under any Agreement shall, at the option and discretion of Lender, constitute an Event of Default under any and all other Agreements and constitute a breach of and default under any agreement, instrument, guaranty, loan, lease, promissory note, letter of credit, guaranty or other obligation of any kind on the part of Borrower in favor of Lender or any of its Affiliates ("**Other Agreements**"). Notwithstanding anything in this Master Agreement to the contrary, the foregoing cross default provisions shall apply to the benefit of Lender and Lender's assignees only to the extent that Lender or such assignee is also the Lender or assignee of one or more Agreements or Other Agreements.

12. **REMEDIES.** If an Event of Default shall have occurred and be continuing, Lender may, at its option, with or without notice to Borrower, exercise any of the following remedies with respect to any or all Equipment, other Collateral and Agreements: (a) proceed at law or in equity to enforce specifically Borrower's performance or recover damages, including all rights available to Lender under the UCC as currently adopted in the State of Delaware and other applicable laws; (b) require Borrower to immediately assemble, make available and if requested by Lender deliver the Equipment (or, if so requested, any Items designated by Lender) and all Mined Currency in Borrower's possession to Lender at a time and place designated by Lender; (c) enter any

premises where any Item may be located without judicial process and repossess, disable or take possession of the Equipment and other Collateral (and/or any attached or unattached parts) by self-help, summary proceedings or otherwise without liability for rent, costs, damages or otherwise; (d) use Borrower's premises for storage without rent or liability; (e) sell, lease or otherwise dispose of the Equipment or such Items at private or public sale, in bulk or in parcels, whether the Equipment is present at such sale and with or without notice except to the extent required by applicable law, and if notice is required by law such requirements of reasonable notice shall be met if such notice is mailed to Borrower at its address set forth on the first page hereof or to the most current address designated by Borrower to Lender in writing at least ten (10) days before the time of the public sale or the time after which any other disposition is to be made; (f) disable or keep idle all or part of the Equipment or such Items and, at Lender's discretion, take possession of the Equipment and continue Borrower's Bitcoin mining operations; (g) enforce its security interest in all Collateral, including all Bitcoin or other digital currency or cryptocurrency mined using the Equipment and exercise all its rights under the UCC with respect thereto; (h) at Lender's sole discretion, remedy such Event of Default for the account of and at the expense of Borrower; (i) Lender may recover interest on any unpaid Payment or any amounts due hereunder from Borrower from the date it was due until fully paid at a rate equal to fifteen percent (15%) per annum or the maximum rate permitted by law, if lower; (j) exercise any other right or remedy at law, or in equity or bankruptcy, including specific performance or damages for the breach hereof, including reasonable Attorney's Fees and court costs; (k) declare this Agreement to be in default; or (l) declare all of Borrower's Obligations immediately due and payable and Borrower shall immediately pay to Lender as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the sum of (i) the Payoff Amount plus all other amounts then payable to Lender hereunder; plus (ii) all costs and expenses incurred by Lender in any repossession, recovery, storage, repair, sale, release, or other disposition of the Equipment or Lender's enforcement of Lender's rights hereunder, including Attorneys' Fees and costs; plus (iii) any other amounts Lender determines is necessary for Lender to realize the benefit of Lender's bargain. In the event Lender disposes of the Equipment pursuant to this Section, Lender shall apply the Net Proceeds (as hereinafter defined) to Borrower's Obligations in the order Lender determines. As used herein, the term "**Net Proceeds**" shall mean (i) the after-tax amount received by Lender in immediately-available funds not subject to recapture, rebate or divestiture from such purchaser; or (ii) in the case of a purchase of the Equipment which Lender finances or in the case of a disposition pursuant to a true lease (any such leases or finance agreements being referred to hereinafter as a "**Replacement Agreement**"), an amount equal to the sum of all non-cancellable periodic payments and any purchase election, purchase requirement or balloon payment set forth in the Replacement Agreement, discounted to present value at the implicit rate of interest of the Replacement Agreement as determined by Lender. With respect to any exercise by Lender of its right to dispose of the Equipment or any Items or other Collateral, Borrower acknowledges and agrees that Lender shall have no obligation, subject to any legal requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any Items or other Collateral for disposition; Lender may comply with any state or federal law requirements that Lender deems to be applicable or prudent to follow in connection with any such disposition; and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition. If Equipment delivered to or picked up by Lender contains goods or other property not constituting Equipment, Borrower agrees that Lender may take such other goods or property, provided that Lender makes reasonable efforts to make such goods or property available to Borrower after repossession upon Borrower's written request. If, after default, any Agreement is placed in the hands of an attorney, collection agent or other professional for collection of Payments or other amounts or enforcement of any other right or remedy of Lender, Borrower shall pay all Attorneys' Fees and associated costs and expenses. Forbearance as to any default or Event of Default shall not be deemed a waiver, all waivers to be enforceable only if specifically provided in writing by Lender, and waiver of any default or Event of Default shall not be a waiver of any other or subsequent default or Event of Default. To the fullest extent permitted by applicable law, Borrower waives any rights now or hereafter conferred by statute or otherwise that may require Lender to sell, lease or otherwise use any Equipment in mitigation of Lender's damages set forth in such Agreement or that may otherwise limit or modify any of Lender's rights or remedies. Borrower agrees that Borrower shall remain liable for all amounts due hereunder, including any deficiency remaining after any disposition of Equipment or other Collateral after an Event of Default. Each remedy shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lender at law or in equity. No express or implied waiver of any Event of Default shall constitute a waiver of any of Lender's other rights. A cancellation or termination hereunder shall occur only upon notice by Lender and only as to such Items as Lender specifically elects to cancel or terminate and any other Agreement shall continue in full force and effect as to the remaining Items or Collateral, if any. Any Payment received by Lender may be applied to any unpaid Obligations as Lender in Lender's sole discretion may determine. Lender may dispose of any Equipment and other Collateral at a public or private sale or at auction. Lender may buy at any sale and become the owner of the Equipment or other Collateral. Lender may sell the Equipment and other Collateral without giving any warranties as to the Equipment and other Collateral. Lender may disclaim any warranties of title, possession, quiet enjoyment, or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale or other disposition of the Equipment.

13. **NOTICES.** Any notices and demands required or permitted hereunder shall be sent in writing to Lender or Borrower at the addresses set forth on the first page hereof or to any other address as may be specified by a party by a notice given as provided herein and shall be sent by certified mail (return receipt requested), by a nationally recognized express courier service (such as Federal Express), personally served or by email. Each such notice shall be deemed to be given when mailed upon

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deposit in any depository maintained by the United States Post Office, Canada Post Office (if Borrower is located in or carrying on business in any Province) when deposited with a nationally recognized courier service, if personally served or if by email, shall be deemed to have received by the party for which it is intended upon the sender's receipt of and acknowledgement from the intended recipient (such as by the "return receipt requested" function), as available, return email or other written acknowledgement.

14. **POWER OF ATTORNEY; FURTHER ASSURANCES.** Borrower shall promptly execute and deliver to Lender such further documents and take such further actions as Lender may require in order to more effectively carry out the intent and purpose of each Agreement. Borrower grants to Lender a power of attorney in Borrower's name, which is irrevocable and coupled with an interest, (a) to execute any such instruments, financing statements, documents, agreements and filings which Lender deems necessary to protect Lender's interest hereunder and in the Equipment and other Collateral and proceeds thereof, including all insurance documentation and all checks or other insurance proceeds; and (b) to apply for a certificate of title for any item of Equipment or other Collateral that is required to be titled under the laws of any jurisdiction where the Equipment or other Collateral is or may be used and/or to transfer title thereto upon the exercise by Lender of its remedies upon an Event of Default by Borrower under the Agreement. Borrower acknowledges that Lender may incur out-of-pocket costs and expenses in connection with the transactions contemplated by the Agreement, and accordingly agrees to pay (or reimburse Lender for) the costs and expenses related to (i) filing any financing, continuation or termination statements, (ii) any title and lien searches with respect to the Agreement and the Equipment and other Collateral, (iii) documentary stamp taxes relating to any Agreement; (iv) titling and other costs to record Lender's interest in any item of Equipment or other Collateral; and (v) procuring certified charter or organizational documents and good standing certificates of Borrower and any Guarantor. If Borrower fails to perform or comply with any of its agreements, provide any indemnity or otherwise perform any obligation hereunder that may be performed by the payment of money, Lender may, in addition to and without waiver of any other right or remedy, perform or comply with such agreements in its own name or in Borrower's name as attorney-in-fact, and, upon demand, Borrower agrees to reimburse Lender immediately for the amount of any payments or expenses incurred by Lender in connection with such performance or compliance, together with interest thereon at the rate of one and one-half percent (1.5%) per month or the highest rate allowable under applicable law, whichever is lower.

15. **ASSIGNMENT. BORROWER MAY NOT SELL, TRANSFER, ASSIGN, LEASE, RENT OR OTHERWISE TRANSFER POSSESSION OF OR ENCUMBER ANY EQUIPMENT OR OTHER COLLATERAL OR ITS RIGHTS OR OBLIGATIONS UNDER EACH AGREEMENT WITHOUT LENDER'S PRIOR WRITTEN CONSENT.** Each Agreement and any or all of the rights of Lender thereunder shall be assignable and transferable by Lender, absolutely or as security, without notice to Borrower, subject to the rights of Borrower hereunder. Upon request to Borrower by Lender of any such assignment or transfer, Borrower shall promptly acknowledge in writing its obligations under such Agreements. The term Lender shall mean, as the case may be, any assignee of Lender. Any such assignment shall not relieve Lender of its obligations hereunder unless specifically assumed by the assignee. BORROWER AGREES IT SHALL PAY SUCH ASSIGNEE ALL PAYMENTS WITHOUT ANY DEFENSE, RIGHTS OF SETOFF OR COUNTERCLAIMS (WHICH SHALL NOT BE ASSERTED AGAINST AN ASSIGNEE) AND SHALL NOT HOLD OR ATTEMPT TO HOLD SUCH ASSIGNEE LIABLE FOR ANY OF LENDER'S OBLIGATIONS. NO AGREEMENT MAY BE TERMINATED, CANCELLED OR "PREPAID" EXCEPT AS EXPRESSLY STATED THEREIN. The advances made pursuant to this Master Agreement are intended to be maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Internal Revenue Code of 1986, as amended (the "**Code**"). Borrower shall maintain a register (the "**Register**") of the name and address of Lender, and any registered assigns, and the principal and interest amounts owing to Lender, and any registered assigns, from time to time pursuant to the terms of this Master Agreement and any Agreement. The entries in the Register shall be conclusive absent error, and Borrower and Lender shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by Lender, and any registered assign, at any reasonable time and from time to time upon reasonable prior notice.

16. **UNCONDITIONAL NON-CANCELLABLE AGREEMENT.** BORROWER'S OBLIGATION TO MAKE PAYMENTS, TO PAY OTHER SUMS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER EACH AGREEMENT IS ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SETOFF, DEFENSE, OR COUNTERCLAIM FOR ANY REASON WHICH BORROWER MAY HAVE AGAINST ANY PERSON FOR ANY REASON WHATSOEVER OR ANY MALFUNCTION, DEFECT OR INABILITY TO USE ANY ITEM OF EQUIPMENT.

17. **NON-WAIVER.** No forbearance, omission, delay, or failure at any time to require strict performance by Borrower of any provision of this Master Agreement by Lender shall be deemed to create a waiver or course of dealing. A waiver on one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lender unless it is in writing and signed by Lender.

18. **REPORTS & OTHER INFORMATION; INFORMATION TECHNOLOGY EQUIPMENT.** (a) Borrower will furnish (or cause to be furnished) to Lender as soon as the same become available, but in any event, unless otherwise specified

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in the applicable Schedule, (i) within one hundred and twenty (120) days after the close of each fiscal year, audited financial statements (unless otherwise stated in a Schedule) reflecting Borrower's operations during such fiscal year, including without limitation a balance sheet and profit and loss statement; (ii) within forty-five days (45) after the last day of each March, June, September and December (collectively a "**Quarter-End**") other than Borrower's fiscal year-end, management-prepared financial statements including without limitation a balance sheet and profit and loss statement; and (iii) with respect to any Guarantor of Borrower's obligations, if such Guarantor is an individual, a personal financial statement on an annual basis and a copy of such Guarantor's personal tax returns when filed, but in no event later than forty-five (45) days from the deadline to file such personal tax returns, and if such Guarantor is a corporation, limited liability company or other legal entity, unless otherwise specified in the applicable Schedule, within one hundred and twenty (120) days after the close after each fiscal year of such Guarantor, audited financial statements reflecting the operations of such Guarantor during such fiscal year, including without limitation a balance sheet and profit and loss statement and within forty-five days (45) after the last day after each Quarter-End other than such Guarantor's fiscal year-end, management-prepared financial statements including without limitation a balance sheet and profit and loss statement. Borrower shall ensure that all such statements are in reasonable detail, prepared in conformity with generally accepted accounting principles, applied on a basis consistent with that of the preceding year or Quarter-End and accompanied by a certificate of Borrower's chief financial officer, or the chief financial of such Guarantor, respectively, which certificate shall state that such financial statements fairly present the consolidated financial condition and results of operations (subject to normal year end adjustments). Borrower agrees to also deliver or cause to be delivered such other information as Lender may reasonably request from time to time, including without limitation other financial statements and information pertaining to Borrower or any Guarantor. Borrower further agrees to provide, as soon as each is available, but in each case no later than the thirtieth (30th) day of each month during the Term, each of the following reports, in a form reasonably acceptable to Lender: (A) API (Application Programming Interface) and/or read access to Borrower's Bitcoin Mining Pool Account or similar which shows the status and hashrate of the Equipment; (B) API and account access to Borrower's Bitcoin Exchange or Brokerage Account, which provides transaction details including Bitcoin revenue and trades; the Exchange or Brokerage Account and applicable wallets must be approved by Lender; (C) invoices, account statements or similar documents from the power provider or hosting facility, as the case may be; (D) monthly accounts receivable aging reports and monthly accounts payable aging reports; (E) interim management-prepared financial statements for the preceding month; and (F) a copy of the monthly bank statement of Borrower's and such Guarantor's primary bank. Borrower agrees to exclusively utilize mining pool, wallet, custody, and trading execution services offered by Lender, as applicable, if the services are available. If such mining pool, wallet, custody, and trading execution services are not available, Borrower agrees to exclusively utilize mining pool, wallet, custody, and trading execution services approved by Lender in Lender's sole discretion.

(b) (i) If, as to any Agreement, a Supplier shall, with Lender's written acknowledgement (which may be contained in any term sheet or proposal not withdrawn prior to the Commencement Date of such Agreement) retain title to software and certain other components of the Equipment (the "**Software**"), such Supplier shall license such Software to Borrower under a license or other contract (a "**License**"). Borrower represents and warrants that it has read and is in possession of a copy of each License and has supplied a true and correct copy of such License to Lender. Borrower hereby grants a first priority security interest in and collaterally assigns each License to Lender as security under this Agreement, Borrower agrees to comply with the terms of each License and Borrower shall indemnify and hold Lender harmless from any obligations under or Actions or losses in any way arising from any License or Software in accordance with Section 5 of this Master Agreement. If the terms of a License prohibits the granting of a security interest or assignment of the License, Borrower will use commercially reasonable efforts to obtain the written consent of the licensor therefor. Except as expressly provided in this section, all terms and conditions of the Agreements shall be and remain in full force and effect with respect to any Software and shall not be altered by the fact that Borrower will be licensee under any License. Borrower shall not be permitted to assign its interest under any License or the use of the Software without both Lender's and Supplier's prior written consent, either of which may be declined for any reason. In the event Lender grants Borrower a purchase option with respect to the Equipment, Borrower understands that the exercise of such option shall operate only to assign and transfer Lender's interest in any License to Borrower without representation or warranty. In the event Lender obtains possession of any Software following the expiration or termination for any reason of the Term, Borrower shall be deemed to, and hereby does, assign its rights under the applicable License (but none of its obligations) to Lender and grants to Lender a power of attorney, coupled with an interest, to assign such License to any purchaser, Borrower or other user of the Software. At Lender's request, Borrower will obtain, for Lender's benefit, Supplier's consent to such assignment and power of attorney, together with Supplier's agreement to cooperate reasonably with any such further assignment by Lender.

(ii) Any reconfiguration of the Equipment (a "**Reconfiguration**") shall constitute an improvement provided that Borrower notifies Lender in advance of such action in writing and provided further that such Reconfiguration, in Lender's sole judgment, complies with the requirements of the Agreement with respect to improvements. Neither improvements nor parts installed on Equipment in the course of Reconfiguration shall be accessions to the Equipment.

(iii) In the event that the Equipment is repossessed, foreclosed upon or otherwise delivered to or possessed by Lender, Borrower shall, at its own expense, remove all confidential information and any Software or program designated by Lender,

provided however that Borrower may not remove or disable any operating system or other software if such software is essential to the operation and value of the Equipment or if such removal or disabling adversely affects the operating system or other software acquired with the Equipment.

**19.MISCELLANEOUS. TIME IS OF THE ESSENCE OF EACH AGREEMENT.** If Lender shall enter into a purchase agreement, purchase order or other arrangement with a Supplier of any of the Equipment, Lender shall be deemed to assign the right to purchase such Equipment to Borrower on the Acceptance Date for such Equipment (which, in the case of multiple deliveries, shall mean the actual Acceptance Date of the specific items of Equipment accepted by Borrower). Prior to such Acceptance Date, Lender will retain the right to purchase any or all Equipment in the event Borrower shall refuse to accept such Equipment by the Anticipated Acceptance Date, Borrower shall attempt to cancel or terminate the Agreement for such Equipment, or if an Event of Default shall occur and be continuing. The amount financed by Lender may or may not reflect any discount or other arrangement between Lender and such Supplier. Nothing herein shall imply that Lender sells or provides any Equipment to Borrower or is otherwise in the stream of commerce for any Equipment. Borrower acknowledges that the Commencement Date may not be the actual date Lender advances funds to or for the account of Borrower. Each Agreement shall only be valid when accepted in writing by Lender at Lender's home office and each Agreement may only be modified in a writing signed by Lender and Borrower. Whether or not expressly stated herein, Borrower's obligations with respect to indemnification, taxes, reimbursements for expenses and other obligations arising during the term of each Agreement shall survive the expiration or termination of such Agreement, and any notification of payoff amount, acceptance of designated final payment or other arrangement between the parties shall not release Borrower from such obligations unless specifically so stated in writing. Borrower authorizes Lender to file financing statements, and amendments thereto, along with any other information applicable under the UCC describing the Collateral in the manner and jurisdiction or filing office in which Lender determines best protects Lender's interest. Payments under any Schedule shall be reduced so that any interest portion is the lower of the rate specified herein or the highest rate permitted by applicable law. Nothing herein shall imply, and Borrower shall not assert, that Lender is a "merchant" with respect to the Equipment. Whenever terms such as "include" or "including" are used in any Agreement, they mean "include" or "including", as the case may be, without limiting the generality of any description or word preceding such term, whether or not so stated. Whenever terms such as "satisfactory to Lender" are used or Lender is granted the contractual right to choose between alternatives or express its opinion, the satisfaction, choices and opinions are to be made in Lender's sole discretion. Each Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (subject nevertheless to restrictions provided in Section 15). The terms "herein" or "hereunder" or like terms shall refer to an Agreement as a whole and not to a particular Section. The captions or headings herein are made for convenience and general reference only. All singular terms shall include the plural forms thereof, and vice versa. All references to a gender shall be deemed to refer to all other genders as well as the neuter form, as applicable. All references to Sections hereunder shall be deemed to refer to Sections of an Agreement, unless otherwise expressly provided. All references to an "item" or "items" of Equipment (whether or not capitalized) or the "Equipment" shall include each and all portions of the Equipment, no limitation being intended by the choice of terms. As each Agreement has been drafted by Lender's counsel as a convenience to the parties and Borrower has had the opportunity to review it with counsel of Borrower's choice, no Agreement shall be construed against any party by reason of draftsmanship. Any provision of any Agreement which is unenforceable shall not affect the enforceability of the remaining provisions hereof. In the event that any of the terms and provisions of any Agreement are in violation of or prohibited by any applicable law, such terms and provision shall be deemed amended to conform to such law, statute or ordinance without affecting any other terms and provisions of any Agreement. **BORROWER AGREES THAT THE MASTER AGREEMENT AND ALL SCHEDULES, ACCEPTANCE CERTIFICATES AND OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN BORROWER AND LENDER AND THEY SUPERSEDE ALL PRIOR PROPOSALS, AGREEMENTS AND COMMUNICATIONS, WHETHER ORAL OR WRITTEN, BETWEEN BORROWER AND LENDER REGARDING THE SUBJECT MATTER HEREOF.**

**20.COUNTERPARTS; CHATTEL PAPER.** This Master Agreement, each Agreement and all documents executed in connection herewith may be executed and delivered in counterparts all of which shall constitute one and the same agreement. The exchange of signed copies by facsimile or electronic transmission (including PDF files) shall constitute effective execution and delivery and may be used in lieu of manually signed documents. Signatures of the parties transmitted by facsimile or electronic transmission qualify as authentic original signatures for purposes of enforcement thereof, including all matters of evidence and the "best evidence" rule. For purposes of perfection of a security interest in chattel paper under the UCC, only the counterpart of each Agreement that bears Lender's manually applied signature and is marked "**Sole Original**" by Lender shall constitute the sole original counterpart of the original chattel paper for purposes of possession. No security interest in an Agreement can be perfected by possession of any other counterpart, each of which shall be deemed a duplicate original or copy for such purposes. Notwithstanding the foregoing, as to any Agreement constituting electronic chattel paper, the authoritative copy of such Agreement will be the electronic copy in Lender's or its assignee's electronic vault, and perfection of a security interest in such Agreement may only be perfected by control of such authoritative copy.

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21. **GOVERNING LAW; JURISDICTION, JURY TRIAL WAIVER.** Each Agreement, this Master Agreement and all documents executed in connection therewith shall in all respects be governed by and construed in accordance with the laws of the State of New York including all matters of construction, validity and performance. Borrower acknowledges that each Agreement was entered into in the State of New York and that the parties have agreed to the terms of each Agreement with the understanding that any action or proceeding regarding this Master Agreement, any Agreement, the Equipment and other Collateral or any cause of action whatsoever arising from or related to this Master Agreement shall be maintained in the state or federal courts located in the State and County of New York, and Borrower submits to jurisdiction and venue, waiving any claim of improper jurisdiction or venue or forum non-conveniens, agreeing to accept service at Borrower's place of business in any such action. Nothing in this section shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding in the courts of any other jurisdiction. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO EVERY AGREEMENT WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH ANY AGREEMENT, THE EQUIPMENT OR THIS MASTER AGREEMENT.

*[remainder of page left blank]*

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IN WITNESS WHEREOF, the parties have caused this Master Agreement to be executed by their duly authorized representatives as of the date first above written.

|   |  |
|---|--|
| <b>LENDER:</b><br><b>ARCTOS CREDIT, LLC</b> | <b>BORROWER:</b><br><b>STRONGHOLD DIGITAL MINING LLC</b> |
| Signature: <u>/s/ Trevor Smyth</u>          | Signature: <u>/s/ Ricardo Larroude</u>                   |
| Name (print): <u>Trevor Smyth</u>           | Name (print): <u>Ricardo Larroude</u>                    |
| Title: <u>Managing Member</u>               | Title: <u>CFO</u>  |

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**SCHEDULE NO. 1                      DATED JUNE 25, 2021 TO**  
**MASTER EQUIPMENT FINANCE AGREEMENT DATED AS OF JUNE 25, 2021 BETWEEN**  
**ARCTOS CREDIT, LLC (“Lender”),**  
**STRONGHOLD DIGITAL MINING LLC (“Borrower”), AND**  
**STRONGHOLD DIGITAL MINING, INC. (“Stronghold Inc.”)**

With an address of 2151 Lisbon Road, Kennerdell, PA 16374

This Schedule is a Schedule to the Master Equipment Finance Agreement identified above (the “**Master Agreement**”). All capitalized terms not herein defined shall have the meaning set forth in said Master Agreement and all terms and conditions of the Master Agreement are incorporated herein and shall remain in full force and effect except to the extent modified by this Schedule. Such modifications apply only to the Agreement created hereby and the Equipment financed hereunder. This Schedule and the Master Agreement as incorporated into this Schedule constitute a separate and distinct “**Agreement**” under the Master Agreement. If any provision in this Schedule conflicts with a provision in the Master Agreement, the provision in this Schedule shall control. Borrower hereby reaffirms on and as of the date hereof all terms, covenants representations and warranties contained in the Master Agreement, including, without limitation, its grant of a security interest in the Equipment and other Collateral.

| <b>SUMMARY OF PAYMENT TERMS:</b>  |  |
|---|--|
| Commencement Date: <b>June 25, 2021</b>   | Total Advance (Amount Financed): <b>\$10,641,361.50</b>                      |
| First Payment Date of principal and interest: <b>July 25, 2021</b>                      | Total Number of Monthly Payments of principal and interest: <b>24 months</b> |
| Amount of each Payment of principal and interest: <b>See Exhibit A attached hereto.</b> | Payment Period: <b>Monthly in arrears</b>                                    |
|   | Interest Rate: <b>10% per annum</b>  |
| Down Payment: <b>N/A</b>  | Doc Fee: <b>N/A</b>  |
| Equipment Location: <b>2151 Lisbon Road, Kennerdell, PA 16374</b>                       |  |
| Additional Payments to Lender (if any): <b>Closing Fee: \$212,827.23</b>                |  |
| Anticipated Acceptance Date (if applicable):  |  |

- 1. Grant of Security.** Borrower hereby grants to Lender a first priority security interest in the Collateral and all property in Section 3 below.
  - 2. Promise to Pay:** FOR VALUE RECEIVED, Borrower promises to pay to Lender at such address as may be designated from time to time by Lender, the sum of the Total Advance set forth above, together with interest thereon at the rate set forth above. Each such Payment due hereunder, shall consist of principal and interest due hereunder, the first installment of which shall be due on the First Payment Date and each subsequent Payment shall be on the same day of each month thereafter until the Total Number of Monthly Payments have been received by Lender. Borrower’s Obligations hereunder shall bear interest at the Interest Rate from the date Lender advances any portion of the Total Advance. On the First Payment Date, Borrower also agrees to pay Lender accrued interim interest for the number of days elapsed from the date Lender advances any portion of the Total Advance to the Acceptance Date. All interest payable hereunder shall assume a 360 day year / 30 day month.
  - 3. Equipment Description:** **See Exhibit B attached hereto.** After Borrower signs this Schedule, Borrower authorizes Lender to insert any additional or missing information or change any inaccurate information.
  - 4. Equipment Location:** The address of the Equipment Location is a bona fide business address.
  - 5. Waiver; Miscellaneous.** Borrower hereby waives presentment, notice of dishonor, and protest. Borrower agrees that the Commencement Date and the first payment due date may be left blank when this Schedule is executed and hereby authorizes Lender to insert such dates based upon the date the Equipment Finance proceeds are disbursed. BY EXECUTION HEREOF, BORROWER ACKNOWLEDGES THAT BORROWER AGREES THAT THIS SCHEDULE AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN BORROWER AND LENDER AND THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS AND COMMUNICATIONS, WHETHER ORAL OR WRITTEN, BETWEEN BORROWER AND LENDER REGARDING THE SUBJECT MATTER HEREOF.
  - 6. Additional Fee** In return for the Lender committing to provide the entirety of the Total Advance in accordance with this Schedule, and subject to the Lender or any applicable affiliate of Lender entering into any documentation reasonably required by Stronghold Inc., Stronghold Inc. will issue 18,886 shares of common stock in Stronghold Inc. (the “**Shares**”) to Lender (or any other instrument mutually agreed among the parties) on the date of this Schedule. If, following the issue of the Shares to
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Lender, the entirety of the Total Advance is, for whatever reason, not provided by the Lender in accordance with this Schedule, the Lender hereby agrees that it will take such steps as directed by Stronghold Inc. to promptly forfeit and return the Shares to Stronghold Inc. at no cost and hereby appoints Stronghold Inc. as lawful attorney to execute all documents and take all other actions reasonably necessary to give effect to the terms of this clause.

**7. OID LEGEND:** THE TOTAL ADVANCES MADE PURSUANT TO THIS AGREEMENT ARE ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR U.S. FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, THE AMOUNT OF ORIGINAL ISSUE DISCOUNT, THE ISSUE DATE AND THE YIELD TO MATURITY FOR SUCH ADVANCES MAY BE OBTAINED BY SUBMITTING A WRITTEN REQUEST FOR SUCH INFORMATION TO BORROWER C/O RICARDO LARROUDE (). Lender, Borrower and Stronghold Inc. agree that (i) the Shares issued in connection with the Total Advance had a fair market value of \$598,686.20 as of the date of this Schedule (“**Share Value**”) and shall be treated as acquired by the Lender in exchange for cash in an amount equal to the Share Value and (ii) the issue price (within the meaning of Section 1273(b) of the Code) of the Total Advance is the principal amount of the Total Advance less (A) the Share Value and (B) the Closing Fee. Similar calculations will be undertaken in calculating the issue price of future advances made pursuant to the Master Agreement if additional Shares are issued with such advances. If the Total Advance and any future advances are treated as the same issue for U.S. federal income tax purposes, the issue price of any such advances will be aggregated to determine the issue price for such issue. Each of Borrower, Stronghold Inc. and Lender agree to file any U.S. federal income and applicable state or local income tax returns in accordance with the tax treatment and allocation described in this Section 7.

**Delivery of Equipment:** The Equipment is to be delivered on or before December 31, 2021 (the “**Final Delivery Date**”) in accordance with the Purchase Agreement (and in no event at Lender’s expense) at the location specified in this Agreement. Borrower represents and warrants that Borrower has paid Seventy-Five percent (75%) of the purchase price of the Equipment to the Supplier, and Borrower agrees that Borrower shall (i) pay the balance of such purchase price to the Supplier when due in accordance with the Purchase Agreement and take no action to cancel, terminate or default under, or enter into any amendment or modification to the Purchase Agreement which could reasonably be expected to adversely affect Lender, (ii) promptly notify Lender by email or otherwise in writing of such payment, furnishing evidence satisfactory to Lender on Lender’s request, and (iii) promptly notify Lender when Borrower is given a date for delivery of each item of Equipment. Borrower’s obligation to make Payments under this Agreement shall commence upon execution of this Agreement, whether or not any of the Equipment has been delivered and accepted. Borrower assumes the risk of delivery of Equipment and the acceptability of the Equipment. Borrower is not entitled to any refund or rebate of Payments made to Lender for any reason, including failure of Supplier to deliver Equipment by the Final Delivery Date. If, for any reason whatsoever, any of the Equipment (the “**Undelivered Equipment**”) has not been delivered to or, if delivered, has not been accepted by Borrower as provided in this Agreement on or before the Final Delivery Date, Borrower shall, upon demand by Lender, repay to Lender that portion of the Amount Financed with respect to such Undelivered Equipment together with all accrued and unpaid interest and fees, less the principal portion of any amounts previously paid to Lender with respect to advances made relating to the Undelivered Equipment, as calculated by Lender. Borrower’s failure to comply with the foregoing shall be an Event of Default under this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

|  |   |
|--|---|
| LENDER:<br><b>ARCTOS CREDIT, LLC</b>   | BORROWER:<br><b>STRONGHOLD DIGITAL MINING LLC</b>                       |
| Signature: /s/ Trevor Smyth<br>Name: Trevor Smyth<br>Title: Managing Member                              | Signature: /s/ Ricardo Larroude<br>Name: Ricardo Larroude<br>Title: CFO |
| FOR THE PURPOSES OF SECTION 6 ONLY<br><br>STRONGHOLD INC.:<br><br><b>STRONGHOLD DIGITAL MINING, INC.</b> |   |
| Signature: /s/ Ricardo Larroude<br>Name: Ricardo Larroude<br>Title: CFO                                  |   |

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**EXHIBIT A**

| <b>Payment Date</b> | <b>Interest</b>       | <b>Principal</b>       | <b>Total Payment Due</b> |
|---------------------|-----------------------|------------------------|--------------------------|
| 7/25/2021           | \$88,678.01           | \$402,366.83           | \$491,044.84             |
| 8/25/2021           | \$85,324.96           | \$405,719.89           | \$491,044.84             |
| 9/25/2021           | \$81,943.96           | \$409,100.89           | \$491,044.84             |
| 10/25/2021          | \$78,534.78           | \$412,510.06           | \$491,044.84             |
| 11/25/2021          | \$75,097.20           | \$415,947.64           | \$491,044.84             |
| 12/25/2021          | \$71,630.97           | \$419,413.87           | \$491,044.84             |
| 1/25/2022           | \$68,135.85           | \$422,908.99           | \$491,044.84             |
| 2/25/2022           | \$64,611.61           | \$426,433.23           | \$491,044.84             |
| 3/25/2022           | \$61,058.00           | \$429,986.84           | \$491,044.84             |
| 4/25/2022           | \$57,474.78           | \$433,570.07           | \$491,044.84             |
| 5/25/2022           | \$53,861.69           | \$437,183.15           | \$491,044.84             |
| 6/25/2022           | \$50,218.50           | \$440,826.34           | \$491,044.84             |
| 7/25/2022           | \$46,544.95           | \$444,499.90           | \$491,044.84             |
| 8/25/2022           | \$42,840.78           | \$448,204.06           | \$491,044.84             |
| 9/25/2022           | \$39,105.75           | \$451,939.09           | \$491,044.84             |
| 10/25/2022          | \$35,339.59           | \$455,705.25           | \$491,044.84             |
| 11/25/2022          | \$31,542.04           | \$459,502.80           | \$491,044.84             |
| 12/25/2022          | \$27,712.85           | \$463,331.99           | \$491,044.84             |
| 1/25/2023           | \$23,851.76           | \$467,193.09           | \$491,044.84             |
| 2/25/2023           | \$19,958.48           | \$471,086.36           | \$491,044.84             |
| 3/25/2023           | \$16,032.76           | \$475,012.08           | \$491,044.84             |
| 4/25/2023           | \$12,074.33           | \$478,970.52           | \$491,044.84             |
| 5/25/2023           | \$8,082.90            | \$482,961.94           | \$491,044.84             |
| 6/25/2023           | \$4,058.22            | \$486,986.62           | \$491,044.84             |
|                     | <b>\$1,143,714.72</b> | <b>\$10,651,361.50</b> | <b>\$11,785,076.22</b>   |

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**EXHIBIT B**

Equipment Description

Four Thousand Nine Hundred Fifty (4,950) MicroBT Whatsminer Mining Servers, Models Whatsminer M30S, with nameplate efficiencies of 38W/Th or better.

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**SCHEDULE NO. 2                      DATED JUNE 25, 2021 TO**  
**MASTER EQUIPMENT FINANCE AGREEMENT DATED AS OF JUNE 25, 2021 BETWEEN**  
**ARCTOS CREDIT, LLC (“Lender”),**  
**STRONGHOLD DIGITAL MINING LLC (“Borrower”), AND**  
**STRONGHOLD DIGITAL MINING, INC. (“Stronghold Inc.”)**

With an address of 2151 Lisbon Road, Kennerdell, PA 16374

This Schedule is a Schedule to the Master Equipment Finance Agreement identified above (the “**Master Agreement**”). All capitalized terms not herein defined shall have the meaning set forth in said Master Agreement and all terms and conditions of the Master Agreement are incorporated herein and shall remain in full force and effect except to the extent modified by this Schedule. Such modifications apply only to the Agreement created hereby and the Equipment financed hereunder. This Schedule and the Master Agreement as incorporated into this Schedule constitute a separate and distinct “Agreement” under the Master Agreement. If any provision in this Schedule conflicts with a provision in the Master Agreement, the provision in this Schedule shall control. Borrower hereby reaffirms on and as of the date hereof all terms, covenants representations and warranties contained in the Master Agreement, including, without limitation, its grant of a security interest in the Equipment and other Collateral.

| <b>SUMMARY OF PAYMENT TERMS:</b>   |  |
|--|--|
| Commencement Date: <b>June 25, 2021</b>  | Total Advance (Amount Financed): <b>\$14,077,800.00</b>                      |
| First Payment Date of principal and interest: <b>July 25, 2021</b>                     | Total Number of Monthly Payments of principal and interest: <b>24 months</b> |
| Amount of each Payment of principal and interest: <b>See Exhibit A attached hereto</b> | Payment Period: <b>Monthly in arrears</b>                                    |
|  | Interest Rate: <b>10% per annum</b>  |
| Down Payment: N/A  | Doc Fee: N/A   |
| Equipment Location: 2151 Lisbon Road, Kennerdell, PA 16374                             |  |
| Additional Payments to Lender (if any): <b>Closing Fee: \$281,556.00</b>               |  |
| Anticipated Acceptance Date (if applicable):   |  |

- 1. Grant of Security.** Borrower hereby grants to Lender a first priority security interest in the Collateral and all property in Section 3 below.
- 2. Promise to Pay:** FOR VALUE RECEIVED, Borrower promises to pay to Lender at such address as may be designated from time to time by Lender, the sum of the Total Advance set forth above, together with interest thereon at the rate set forth above. Each such Payment due hereunder, shall consist of principal and interest due hereunder, the first installment of which shall be due on the First Payment Date and each subsequent Payment shall be on the same day of each month thereafter until the Total Number of Monthly Payments have been received by Lender. Borrower’s Obligations hereunder shall bear interest at the Interest Rate from the date Lender advances any portion of the Total Advance. On the First Payment Date, Borrower also agrees to pay Lender accrued interim interest for the number of days elapsed from the date Lender advances any portion of the Total Advance to the Acceptance Date. All interest payable hereunder shall assume a 360 day year / 30 day month.
- 3. Equipment Description: See Exhibit B attached hereto.** After Borrower signs this Schedule, Borrower authorizes Lender to insert any additional or missing information or change any inaccurate information.
- 4. Equipment Location:** The address of the Equipment Location is a bona fide business address.
- 5. Waiver; Miscellaneous.** Borrower hereby waives presentment, notice of dishonor, and protest. Borrower agrees that the Commencement Date and the first payment due date may be left blank when this Schedule is executed and hereby authorizes Lender to insert such dates based upon the date the Equipment Finance proceeds are disbursed. BY EXECUTION HEREOF, BORROWER ACKNOWLEDGES THAT BORROWER AGREES THAT THIS SCHEDULE AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN BORROWER AND LENDER AND THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS AND COMMUNICATIONS, WHETHER ORAL OR WRITTEN, BETWEEN BORROWER AND LENDER REGARDING THE SUBJECT MATTER HEREOF.
- 6. Additional Fee** In return for the Lender committing to provide the entirety of the Total Advance in accordance with this Schedule, and subject to the Lender or any applicable affiliate of Lender entering into any documentation reasonably required by Stronghold Inc., Stronghold Inc. will issue 24,959 shares of common stock in Stronghold Inc. (the “**Shares**”) to Lender (or any other instrument mutually agreed among the parties) on the date of this Schedule. If, following the issue of the Shares to Lender, the entirety of the Total Advance is, for whatever reason, not provided by the Lender in accordance with this Schedule, the Lender hereby agrees that it will take such steps as directed by Stronghold Inc. to promptly forfeit and return the Shares to



Stronghold Inc. at no cost and hereby appoints Stronghold Inc. as lawful attorney to execute all documents and take all other actions reasonably necessary to give effect to the terms of this clause.

**7. OID LEGEND:** THE TOTAL ADVANCES MADE PURSUANT TO THIS AGREEMENT ARE ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR U.S. FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, THE AMOUNT OF ORIGINAL ISSUE DISCOUNT, THE ISSUE DATE AND THE YIELD TO MATURITY FOR SUCH ADVANCES MAY BE OBTAINED BY SUBMITTING A WRITTEN REQUEST FOR SUCH INFORMATION TO BORROWER C/O RICARDO LARROUDE. Lender, Borrower and Stronghold Inc. agree that (i) the Shares issued in connection with the Total Advance had a fair market value of \$791,200.30 as of the date of this Schedule (“**Share Value**”) and shall be treated as acquired by the Lender in exchange for cash in an amount equal to the Share Value and (ii) the issue price (within the meaning of Section 1273(b) of the Code) of the Total Advance is the principal amount of the Total Advance less (A) the Share Value and (B) the Closing Fee. Similar calculations will be undertaken in calculating the issue price of future advances made pursuant to the Master Agreement if additional Shares are issued with such advances. If the Total Advance and any future advances are treated as the same issue for U.S. federal income tax purposes, the issue price of any such advances will be aggregated to determine the issue price for such issue. Each of Borrower, Stronghold Inc. and Lender agree to file any U.S. federal income and applicable state or local income tax returns in accordance with the tax treatment and allocation described in this Section 7.

**Delivery of Equipment** The Equipment is to be delivered on or before December 31, 2021 (the “**Final Delivery Date**”) in accordance with the Purchase Agreement (and in no event at Lender’s expense) at the location specified in this Agreement. Borrower represents and warrants that Borrower has paid Seventy-Five percent (75%) of the purchase price of the Equipment to the Supplier, and Borrower agrees that Borrower shall (i) pay the balance of such purchase price to the Supplier when due in accordance with the Purchase Agreement and take no action to cancel, terminate or default under, or enter into any amendment or modification to the Purchase Agreement which could reasonably be expected to adversely affect Lender, (ii) promptly notify Lender by email or otherwise in writing of such payment, furnishing evidence satisfactory to Lender on Lender’s request, and (iii) promptly notify Lender when Borrower is given a date for delivery of each item of Equipment. Borrower’s obligation to make Payments under this Agreement shall commence upon execution of this Agreement, whether or not any of the Equipment has been delivered and accepted. Borrower assumes the risk of delivery of Equipment and the acceptability of the Equipment. Borrower is not entitled to any refund or rebate of Payments made to Lender for any reason, including failure of Supplier to deliver Equipment by the Final Delivery Date. If, for any reason whatsoever, any of the Equipment (the “**Undelivered Equipment**”) has not been delivered to or, if delivered, has not been accepted by Borrower as provided in this Agreement on or before the Final Delivery Date, Borrower shall, upon demand by Lender, repay to Lender that portion of the Amount Financed with respect to such Undelivered Equipment together with all accrued and unpaid interest and fees, less the principal portion of any amounts previously paid to Lender with respect to advances made relating to the Undelivered Equipment, as calculated by Lender. Borrower’s failure to comply with the foregoing shall be an Event of Default under this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

|  |   |
|--|---|
| LENDER:<br><b>ARCTOS CREDIT, LLC</b>   | BORROWER:<br><b>STRONGHOLD DIGITAL MINING LLC</b>                       |
| Signature: /s/ Trevor Smyth<br>Name: Trevor Smyth<br>Title: Managing Member                          | Signature: /s/ Ricardo Larroude<br>Name: Ricardo Larroude<br>Title: CFO |
| FOR THE PURPOSES OF SECTION 6 ONLY<br><br>STRONGHOLD INC.:<br><b>STRONGHOLD DIGITAL MINING, INC.</b> |   |
| Signature: /s/ Ricardo Larroude<br>Name: Ricardo Larroude<br>Title: CFO                              |   |

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**EXHIBIT A**

| <b>Payment Date</b> | <b>Interest</b>       | <b>Principal</b>       | <b>Total Payment Due</b> |
|---------------------|-----------------------|------------------------|--------------------------|
| 7/25/2021           | \$117,315.00          | \$532,304.04           | \$649,619.04             |
| 8/25/2021           | \$112,879.13          | \$536,739.91           | \$649,619.04             |
| 9/25/2021           | \$108,406.30          | \$541,212.74           | \$649,619.04             |
| 10/25/2021          | \$103,896.19          | \$545,722.85           | \$649,619.04             |
| 11/25/2021          | \$99,348.50           | \$550,270.54           | \$649,619.04             |
| 12/25/2021          | \$94,762.92           | \$554,856.13           | \$649,619.04             |
| 1/25/2022           | \$90,139.11           | \$559,479.93           | \$649,619.04             |
| 2/25/2022           | \$85,476.78           | \$564,142.26           | \$649,619.04             |
| 3/25/2022           | \$80,775.60           | \$568,843.45           | \$649,619.04             |
| 4/25/2022           | \$76,035.23           | \$573,583.81           | \$649,619.04             |
| 5/25/2022           | \$71,255.37           | \$578,363.67           | \$649,619.04             |
| 6/25/2022           | \$66,435.67           | \$583,183.37           | \$649,619.04             |
| 7/25/2022           | \$61,575.81           | \$588,043.23           | \$649,619.04             |
| 8/25/2022           | \$56,675.45           | \$592,943.59           | \$649,619.04             |
| 9/25/2022           | \$51,734.25           | \$597,884.79           | \$649,619.04             |
| 10/25/2022          | \$46,751.88           | \$602,867.16           | \$649,619.04             |
| 11/25/2022          | \$41,727.99           | \$607,891.06           | \$649,619.04             |
| 12/25/2022          | \$36,662.23           | \$612,956.82           | \$649,619.04             |
| 1/25/2023           | \$31,554.26           | \$618,064.79           | \$649,619.04             |
| 2/25/2023           | \$26,403.72           | \$623,215.33           | \$649,619.04             |
| 3/25/2023           | \$21,210.25           | \$628,408.79           | \$649,619.04             |
| 4/25/2023           | \$15,973.51           | \$633,645.53           | \$649,619.04             |
| 5/25/2023           | \$10,693.14           | \$638,925.91           | \$649,619.04             |
| 6/25/2023           | \$5,368.75            | \$644,250.29           | \$649,619.04             |
|                     | <b>\$1,513,057.06</b> | <b>\$14,077,800.00</b> | <b>\$15,590,857.06</b>   |

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**EXHIBIT B**

Equipment Description

Four Thousand Nine Hundred Fifty (4,950) MicroBT Whatsminer Mining Servers, Model Whatsminer M30S+, with nameplate efficiencies of 34W/Th or better.

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**ACCEPTANCE CERTIFICATE**  
**SCHEDULE NO. 1 DATED JUNE 25, 2021 TO**  
**MASTER EQUIPMENT FINANCE AGREEMENT DATED AS OF JUNE 25, 2021 BETWEEN**  
**ARCTOS CREDIT, LLC (“Lender”) AND**  
**STRONGHOLD DIGITAL MINING LLC (“Borrower”)**

I, acting on behalf of Borrower, acknowledge that I have personally inspected or caused to be personally inspected to my satisfaction all items of Equipment described in the above Agreement and that I am duly authorized on behalf of Borrower to sign and bind Borrower to the Agreement. Capitalized terms used herein shall have the meanings assigned to them in the Agreement, except, as the context shall require.

The Equipment has been received, inspected and installed to Borrower’s satisfaction and is complete, operational and in good condition and working order and satisfactory in all respects and conforms to all specifications in the Agreement and the supply contract or other agreement with the applicable Supplier.

Borrower hereby accepts the Equipment, acknowledges that funds have been advanced to or for the account of Borrower in reliance upon this Acceptance Certificate and the Term of the Agreement commences on the Date of Acceptance stated below or such earlier date as provided pursuant to the Agreement. Borrower further acknowledges that this Agreement is NON-CANCELLABLE, ABSOLUTE AND IRREVOCABLE. Borrower hereby authorizes Lender to advance the equipment finance proceeds for Borrower’s acquisition of the Equipment in reliance on this Acceptance Certificate. Borrower certifies that no Event of Default or event that with notice or lapse of time would become an Event of Default currently exists.

**Date of Acceptance:** \_\_\_\_\_, **202**\_\_\_\_\_

|   |  |
|---|--|
| <b>LENDER:</b><br><b>ARCTOS CREDIT, LLC</b> | <b>BORROWER:</b><br><b>STRONGHOLD DIGITAL MINING</b> |
| Signature:                                  | Signature:   |
| Name:                                       | Name:  |
| Title:                                      | Title:   |

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**ACCEPTANCE CERTIFICATE**  
**SCHEDULE NO. 2 DATED JUNE 25, 2021 TO**  
**MASTER EQUIPMENT FINANCE AGREEMENT DATED AS OF JUNE 25, 2021 BETWEEN**  
**ARCTOS CREDIT, LLC (“Lender”) AND**  
**STRONGHOLD DIGITAL MINING LLC (“Borrower”)**

I, acting on behalf of Borrower, acknowledge that I have personally inspected or caused to be personally inspected to my satisfaction all items of Equipment described in the above Agreement and that I am duly authorized on behalf of Borrower to sign and bind Borrower to the Agreement. Capitalized terms used herein shall have the meanings assigned to them in the Agreement, except, as the context shall require.

The Equipment has been received, inspected and installed to Borrower’s satisfaction and is complete, operational and in good condition and working order and satisfactory in all respects and conforms to all specifications in the Agreement and the supply contract or other agreement with the applicable Supplier.

Borrower hereby accepts the Equipment, acknowledges that funds have been advanced to or for the account of Borrower in reliance upon this Acceptance Certificate and the Term of the Agreement commences on the Date of Acceptance stated below or such earlier date as provided pursuant to the Agreement. Borrower further acknowledges that this Agreement is NON-CANCELLABLE, ABSOLUTE AND IRREVOCABLE. Borrower hereby authorizes Lender to advance the equipment finance proceeds for Borrower’s acquisition of the Equipment in reliance on this Acceptance Certificate. Borrower certifies that no Event of Default or event that with notice or lapse of time would become an Event of Default currently exists.

**Date of Acceptance:** \_\_\_\_\_, **202**\_\_\_\_\_

|   |  |
|---|--|
| <b>LENDER:</b><br><b>ARCTOS CREDIT, LLC</b> | <b>BORROWER:</b><br><b>STRONGHOLD DIGITAL MINING</b> |
| Signature:<br>Name:<br>Title:               | Signature:<br>Name:<br>Title:                        |

**FINANCING AGREEMENT**

THIS Financing Agreement (this "**Financing Agreement**") is dated as of June 30, 2021, between **Stronghold Digital Mining Equipment, LLC**, a Delaware limited liability company with an address of 2151 Lisbon Road, Kennerdell, PA 16374 ("**Borrower**"), and **WhiteHawk Finance LLC**, a Delaware limited liability company with an address of 11601 Wilshire Boulevard, Suite 1250, Los Angeles, CA 90025 ("**Lender**").

1. **GENERAL TERMS.** This Financing Agreement contains the terms and conditions upon which Lender will provide financing to Borrower to enable Borrower to purchase items of equipment and other personal property and for such other uses as are expressly specified in equipment finance schedules, from time to time, annexed hereto (each a "**Schedule**") (such personal property, any related software embedded therein or otherwise forming part thereof, any and all accessories, exchanges, improvements, returns, substitutions, parts, attachments, accessions, spare parts, replacements and additions thereto, and all proceeds and products thereof, are herein referred to as the "**Equipment**" and sometimes individually an "**Item**"). Each Schedule incorporates all of the terms and provisions of this Financing Agreement and shall constitute a financing for the Equipment, as indicated on such Schedule. The term "**Agreement**" refers to each Schedule that incorporates this Financing Agreement. Anything herein to the contrary notwithstanding, this Financing Agreement is not a commitment to enter into any Agreement. Lender shall have no obligation to enter into any Agreement, finance any property, or otherwise enter into any transaction with Borrower unless expressly agreed in writing. As to each Schedule, Lender shall have no obligation to finance any Equipment until all conditions to funding are completed to the satisfaction of Lender. References herein to "the Equipment", "the Payment", "the Schedule" or "the Agreement", when also referring to a specific Item of Equipment, Payment (as hereinafter defined), Schedule or Agreement, shall be deemed to refer to the applicable Agreement, the Payment due thereunder, the Schedule that is a part thereof and the Equipment financed thereunder, and vice versa, unless the context shall otherwise clearly require.

2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT; CONDITIONS TO CLOSING.**

(a) Borrower will cause the Equipment to be delivered and installed at the location specified in the Agreement and shall be deemed to have been accepted by Borrower for all purposes under the Agreement upon the date (the "**Acceptance Date**") indicated as the date of acceptance on an "Acceptance Certificate" prepared by Lender and executed by Borrower. If there are multiple deliveries of Equipment under any Agreement, the term "**Acceptance Date**" under such Agreement shall mean the Acceptance Date of the first of the Equipment delivered to and accepted by Borrower, unless otherwise provided in such Agreement. Borrower acknowledges and agrees that certain Borrower obligations, including but not limited to, providing insurance under Section 10, commence prior to the Acceptance Date and may be binding on Borrower whether or not the Equipment is accepted. Notwithstanding the foregoing, Borrower agrees that upon executing an Agreement, Borrower's Obligations (as hereinafter defined) thereunder are absolute and unconditional and in the nature of a promissory note. Borrower is responsible for all shipping, installation, site preparation, testing, taxes and other expenses incident to delivery of the Equipment and Lender will not finance such costs unless they are included in the amount financed by agreement of the parties.

(b) Lender's obligation to provide financing under any Agreement shall be subject to the following conditions. Failure of Borrower to satisfy any such condition shall require Borrower to repay to Lender on demand all amounts theretofore advanced to or for Borrower's account with respect to any Equipment being financed by such advanced amounts, including without limitation any outstanding down payment or initial payment to a Supplier and any and all interest owed by Borrower. The failure to repay such amounts within two (2) business days after Borrower's receipt of Lender's demand shall be an immediate, incurable Event of Default under all Agreements, with no further notice required on Lender's part.

(i) There shall not have occurred an Event of Default and no event that with notice, lapse of time or both would be an Event of Default shall have occurred and then be continuing.

(ii) Borrower shall not have suffered a material adverse change in its business, financial condition, or properties.

(iii) Borrower shall have notified Lender of the completion of delivery, installation, testing and acceptance

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of all Equipment subject to such Agreement in accordance with the terms and delivery, installation, testing and acceptance timetable as set forth in such Agreement.

(iv) Borrower shall not have suffered a lien, encumbrance or security interest to attach to the Equipment, except as expressly permitted by this Financing Agreement.

(v) Borrower shall have complied with all customary closing conditions for equipment financings and commercial loans, and shall provide Lender with all documentation or assurances Lender may reasonably request.

### 3. TERM AND PAYMENTS; SECURITY INTEREST.

(a) The obligations of Borrower with respect to each Item of Equipment shall be evidenced by an Agreement. The term of each Agreement (the “**Term**”) shall commence on the date selected by Lender (the “**Commencement Date**”) that is on or after the earlier of (i) the date Lender advances any funds or makes any binding commitment to advance funds or take other action with respect to any of the Equipment or (ii) the Acceptance Date, and shall continue until Borrower satisfies all of its obligations to Lender thereunder. The day the first Payment is due is called the “**First Payment Date**” and each subsequent payment shall be made on the same day of the month as the First Payment Date unless otherwise stated in the Agreement.

(b) Borrower agrees to pay to Lender periodic payments of principal and/or interest (together with any other payments so designated herein or elsewhere in the applicable Agreement, including any Early Termination Fee (defined below) and Payoff Amount (defined below), collectively, the “**Payments**”) without invoice or other written demand as may be more fully set forth in the Agreement and any and all other payments and amounts required to be paid by Borrower. Payments by Borrower to Lender under each Agreement shall be in legal tender of the United States of America in immediately available funds. Borrower’s obligation to pay all Payments and other amounts due under each Agreement is absolute and unconditional under any and all circumstances (including, without limitation, (x) any setoff, claim, counterclaim, defense or reduction which Borrower may have at any time against Lender any Supplier or any other person or entity whatsoever for any reason or (y) any malfunction, defect, lack of fitness for use of, any damage to or loss of, or lack of maintenance or service or any inability to use any Item of Equipment) and shall be paid and performed by Borrower without notice or demand and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever, including, without limitation, any past, present or future claims that Borrower may have against Lender, any Supplier or any other person or entity whatsoever. To the fullest extent permissible under applicable law, Borrower waives demand, diligence, presentment, protest, notice of dishonor, notice of nonpayment and notices and rights of every kind. The monthly Payment indicated in each Schedule is based on the estimated amount of the advance made by Lender under such Schedule (including with respect to the Equipment set forth in such Schedule), and if the actual advance for the Equipment (which may include delivery, installation and other soft costs) differs from such estimated amount, then Lender may, at its election and in its sole discretion (i) if the amount of the actual advance shall be an increase of less than ten percent (10%) of the estimated advance, recalculate the Payments and other amounts as provided in clause (iii) of this Section 3(b), and Borrower grants Lender power of attorney to make such corrections, and agrees that the Agreement shall remain in full force and effect, (ii) cancel such Agreement and all related agreements, documents and instruments and decline to fund the transaction, or (iii) agree to amend or re-execute the Agreement and related documents to provide such adjustments to the Payments and other amounts designated in the Agreements as necessary to provide the same yield to Lender as would have been obtained if the actual amount advanced by Lender had been the same as the estimated amount. Borrower agrees to execute documentation presented by Lender effecting such adjustments. If any Payment or other amount due under an Agreement is not received when due, such overdue amounts shall bear interest at a rate equal to fifteen percent (15%) per annum, provided that no interest rate shall exceed the maximum amount permitted by applicable law.

Payments made by Borrower to Lender under the Agreements will be made free and clear of and without deduction for any and all Taxes except (a) any Taxes imposed on (or measured by) Lender’s net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed as a result of (i) Lender being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), or (ii) a present or former connection between the Lender and the jurisdiction imposing such Taxes (other than connections arising from the Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced, or sold or assigned an interest in any advance under an Agreement) (b)



any U.S. federal withholding Taxes imposed on amounts payable to or for the account of Lender with respect to an applicable interest in an advance under an Agreement pursuant to a law in effect on the date on which (i) Lender acquires such advance or (ii) Lender changes its lending office, except in each case to the extent that, pursuant to the next sentence, amounts with respect to such Taxes were payable either to Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, and (c) any withholding Taxes imposed under Sections 1471 through 1474 of the Code (as defined below), as of the date of this Financing Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code (this clause (c), "**FATCA**"), but only if a payment made to the Lender hereunder would be subject to U.S. federal withholding Tax imposed by FATCA and the Lender has failed to comply with the applicable reporting requirements of FATCA (such Taxes imposed with respect to any payment under any Agreement, other than Taxes described in clauses (a) through (c) of this Section 3(b), together with any Other Taxes, shall be referred to hereinafter as "**Indemnified Taxes**"). However, if at any time any governmental authority, applicable law, regulation or international agreement requires Borrower to make any withholding or deduction of Indemnified Taxes from any such payment or other sum payable hereunder to Lender, Borrower hereby covenants and agrees that the amount due from Borrower with respect to such payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required withholding or deduction of Indemnified Taxes (including such deductions and withholdings applicable to additional sums payable under this sentence), Lender receives a net sum equal to the sum which it would have received had no withholding or deduction of Indemnified Taxes been required, including any reasonable expenses incurred by Lender in connection with such withholding or deduction, and Borrower shall pay the full amount withheld or deducted to the relevant governmental authority. Borrower will, upon request, furnish Lender with proof reasonably satisfactory to Lender indicating that Borrower has made such withholding payment. On or before the date hereof, and at such times reasonably requested by Borrower, Lender (and any assignee or successor thereof) shall deliver (i) in the case of a Lender that is a "United States person" (within the meaning of Section 7701(a)(30) of the Code), an executed Internal Revenue Service ("**IRS**") Form W-9 (or any successor form) establishing an exemption from U.S. federal backup withholding Tax or (ii) in the case of a Lender that is not a "United States person" (within the meaning of Section 7701(a)(30) of the Code), (A) an executed IRS Form W-8-BEN-E or W-8BEN (or any successor form) establishing an exemption from, or reduction of, U.S. federal withholding Tax under the benefits of an applicable income Tax treaty with the United States of America, (B) an executed IRS Form W-8ECI, or (C) an executed IRS Form W-8BEN-E or W-8BEN (or any successor form). Lender (including any assignee or successor thereof) agrees, that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Borrower in writing of its legal inability to do so. Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of Lender, timely reimburse it for the payment of all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, the Financing Agreement and any Other Agreement ("**Other Taxes**"). The Borrower shall indemnify the Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by the Lender or required to be withheld or deducted from a payment to the Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

(c) Each Schedule is noncancellable by Borrower and no Agreement may be canceled or terminated by Borrower for any reason whatsoever. Borrower may not prepay any Total Advance under any applicable Agreement in whole or in part. Notwithstanding the foregoing, Borrower may cause an early termination of an Agreement provided each of the following conditions are met: (a) Borrower provides written notice to Lender (an "**Early Termination Notice**") specifying the date Borrower intends to terminate such Agreement (such date, the "**Early Termination Date**"); (b) such Early Termination Notice is delivered to Lender not less than thirty (30) days prior to the specified Early Termination Date; and (c) on the Early Termination Date, Borrower pays to Lender the applicable Early Termination Fee (as hereinafter defined). For any Agreement, the applicable "**Early Termination Fee**" shall mean the fee equal to the sum of (i) all outstanding, unpaid payments of principal and interest and all other amounts stated in such

Agreement which may be due as of the Early Termination Date, plus (ii) all payments of principal and interest and all other amounts stated in such Agreement which would accrue and become due under the applicable Agreement from the Early Termination Date through the remainder of the full applicable term if such Agreement had not been terminated as of the applicable Early Termination Date (the “**Future Payments**”), plus (iii) any applicable Breakfunding Charge. “**Breakfunding Charge**” means all reasonable costs, losses, premiums or penalties incurred or to be incurred by Lender as a result of its receiving any prepayment of all or any rent or other amounts due under an Agreement, including, without limitation, any liabilities, expenses or losses incurred by Lender to lenders of funds obtained by it in order to make or maintain any part of an Agreement.

(d) As security for the full and prompt, due and punctual payment and performance of Borrower’s Obligations under each Agreement and all Other Agreements (as defined in Section 11) (including, in each case, without limitation, interest, premium or Early Termination Fee and Payoff Amount due at the applicable default rate and interest accruing at the then-applicable rate provided in each Agreement and each Other Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or similar proceeding, relating to the debtor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), Borrower hereby mortgages, pledges and hypothecates on a first priority basis to Lender, and hereby grants to the Lender a first priority Lien on and a first priority security interest in, all of Borrower’s right, title and interest in and to all of its property and assets, including, the following, whether now owned or hereafter acquired by Borrower: (i) all Equipment financed pursuant to each Schedule and proceeds (including any insurance proceeds) thereof and any accessions, additions and accessories thereto; (ii) Borrower’s rights under that certain Equipment Purchase Agreement by and between Borrower (as the assignee of Stronghold Digital Mining LLC) and Minerva Semiconductor Corp., dated as of April 2, 2021 (the “**Minerva Purchase Agreement**”), (iii) Borrower’s rights under that certain Hardware Purchase & Sale Agreement by and between Borrower (as the assignee of “Stronghold Digital Mining”) and Crypt Solutions Inc., dated as of April 2, 2021 (the “**Cryptech Purchase Agreement**” and together with the Minerva Purchase Agreement, each a “**Purchase Agreement**”) (iv) all Accounts, Contract Rights, Chattel Paper, General Intangibles, Payment Intangibles, leases, subleases, licenses, security deposits or other cash deposits, all money, investment property of every nature, all supporting obligations, commercial tort claims and proceeds of the foregoing, including those arising under to any Equipment, the Minerva Purchase Agreement and/or the Cryptech Purchase Agreement; (v) all cryptocurrency and digital currency, including Bitcoin (BTC) mined or otherwise generated by, or in connection with the Equipment (sometimes herein called “**Mined Currency**”) and any and all other cryptocurrency and digital currency related thereto or derived therefrom whether arising from a hard fork, airdrop or otherwise; (vi) all other collateral as to which a security interest has been or is hereinafter granted by Borrower to Lender or to any Affiliate of Lender, including arising from or relating to any Equipment, the Minerva Purchase Agreement and/or the Cryptech Purchase Agreement of Lender in connection with any Other Agreement; and (vii) all proceeds (in cash or otherwise) and products of the Collateral described in the foregoing clauses (i) through (vi) including, without limitation, the proceeds of any sale or other disposition of such Collateral and all insurance proceeds of any kind paid at any time in connection with such Collateral, all liens (whether possessory, contractual, statutory or otherwise) with respect to such Collateral, and all rights and claims (whether in the nature of indemnities, warranties, guaranties or otherwise) of Borrower with respect to such Collateral, including, without limitation, the right of Borrower to bring suit to enforce its rights with respect to such Collateral thereof (collectively the “**Collateral**”). Title to the Collateral shall at all times be in Borrower’s name, subject to Lender’s first priority security interest and Lien thereon (except where perfection requires Lender to hold title to such Collateral) and any certificate of title for Equipment shall designate Borrower as owner (except where perfection requires Lender to hold title to such Collateral) and Lender as lien holder. As used herein, “**Obligations**” means each and every debt (including, in each case, without limitation, interest, premium or Early Termination Fee, Payoff Amount, in each case, due at the applicable default rate and interest accruing at the then-applicable rate provided in each Agreement and each Other Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or similar proceeding, relating to the debtor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), liability and obligation, including, without limitation, obligations of performance, of every type and description Borrower, any guarantor or any Affiliate of Borrower may now or at any time hereafter owe to Lender and any Affiliate of Lender whether under this Financing Agreement, any Schedule or under any Other Agreement, regardless of how such Obligation arises or by what agreement or instrument it may be evidenced, whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, joint and several, and all costs and expenses incurred by Lender to obtain, preserve, perfect and enforce the security interest granted herein and to maintain, preserve and collect the property subject to the security interest, including but not limited to all Attorney’s Fees (as hereinafter defined) and expenses of Lender to enforce any Obligations whether or not by litigation. As used herein “**Affiliate**”

of a person or entity means any person or entity which directly or indirectly beneficially owns or holds ten percent (10%) or more of any class of voting stock or other interest of such person or entity or directly or indirectly controls, is controlled by, or is under common control with such person where the term "control" means the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise. "Accounts", "Chattel Paper" "Supplier", "Payment Intangibles", "General Intangibles" and other terms defined in the UCC not specifically defined herein shall each have the meaning set forth in the UCC. Borrower represents, warrants and agrees that no Agreement is or will be a "Consumer Transaction" as such term is defined in the Uniform Commercial Code currently adopted in the State of New York (the "UCC"). In the event (i) Borrower's "chief executive office" or the equivalent is located in any province in Canada (in each case, the "Province"), or (ii) any Collateral is located in any Province, the term "UCC", when used herein, shall be deemed, without further action, to be the applicable personal property security legislation in force and effect in such Province (the "PPSA"), and other PPSA terms not specifically defined herein shall each have the meaning set forth in the PPSA, with all references to "UCC" herein being deemed to be references to the PPSA. In particular, "Payment Intangibles" and "General Intangibles" shall be deemed to be "Intangibles" as defined in the PPSA.

(e) Borrower acknowledges that, as to any Agreement, Lender may advance funds to one or more Suppliers prior to the Acceptance Date. Borrower agrees that the terms of any such Agreement will include Payments and other agreements contemplating such advances and that Lender's exposure is substantially increased by making such advances. Borrower agrees, notwithstanding anything to the contrary herein, that it is obligated to repay all such advances, with interest, on demand if an Event of Default shall occur prior to the Acceptance Date or if the Acceptance Date does not occur on or before the "Anticipated Acceptance Date" stated in such Agreement for any reason whatsoever, unless Lender shall, in its sole discretion, agree to postpone the Anticipated Acceptance Date. If more than one delivery is contemplated under any such Agreement, then, notwithstanding Section 2, the Anticipated Acceptance Date shall mean the date of the final delivery and acceptance of Equipment under such Agreement, it being the intention of the parties that all such Equipment will be delivered and accepted on or before the Anticipated Acceptance Date stated in the Agreement. Borrower's failure to repay any such advance shall be an immediate and incurable Event of Default. Lender may disburse the proceeds using checks, drafts, orders, transfer funds, or any other method or media Lender deems desirable. Disbursement may be made in Lender's name on Borrower's behalf or in Borrower's name.

#### 4. **USE; MAINTENANCE; REGISTRATION.**

(a) Borrower covenants and agrees that: (i) Borrower will maintain and use the Equipment in a prudent, businesslike manner for its originally-intended purpose, in the ordinary course of Borrower's business, and only in accordance with applicable laws, Supplier or manufacturer warranty provisions, requirements of insurance, operating manuals and instructions, rules, regulations, and orders of any judicial, legislative or regulatory body having power to supervise or regulate the use, operation or maintenance thereof, including licenses, permits and registration requirements, and that the proceeds of any Agreement will be used for commercial or business purposes and will not be used for consumer, personal, family, agricultural or household purposes; (ii) Borrower will keep the Equipment in good condition and working order and shall replace or restore and maintain any part of the Equipment by qualified personnel at all times during the Term of such Agreement; (iii) Borrower will make no modification to any Item of Equipment without Lender's prior written consent, but Borrower will, unless otherwise directed by Lender, make all modifications and maintenance, at its sole cost and expense, required hereunder or by applicable law, or recommended or required by any Supplier, operating instructions or requirements of any insurer or maintenance organization servicing the Equipment, provided, that all parts, mechanisms, devices and other property installed on the Equipment shall immediately become part of the Equipment and subject to Lender's security interest and such maintenance or modifications shall be performed by qualified personnel only; and (iv) if Lender has caused a GPS or other tracking device to be installed on any Item, Borrower will not remove or tamper with such device, nor will Borrower tamper with any odometer or other device designed to track use of the Equipment.

(b) Without limiting any of Borrower's obligations in Section (a) above or elsewhere in this Financing Agreement or any Agreement, Borrower covenants and agrees that for all Items of Equipment consisting of computers or other technology equipment, Borrower will make arrangements satisfactory to Lender in its reasonable discretion to keep the Equipment properly maintained by the Supplier or another qualified maintenance organization (which, for the avoidance of doubt, shall include Minerva Semiconductor Corp., Crypt Solutions Inc., Bitmain Technologies Limited, and in each case, their affiliates) and eligible for prime shift maintenance by the Supplier.

(c) Borrower covenants and agrees Borrower shall cause (i) all Equipment to remain operational and fully utilized at its rated “hashrate” and “rated power” at all times, subject to normal breakdown events, and (ii) the Equipment to be not used or located outside of the facilities located at 2151 Lisbon Road, Kennerdell, PA 16374 and 1001 Industrial Rd, Nesquehoning, PA 18240 in the United States of America.

5. **INDEMNITIES.** Borrower shall indemnify, hold harmless and defend Lender, its affiliates, employees, agents, directors, professionals and each of their successors and assigns against any and all claims, demands, suits and legal proceedings, whether civil, criminal, administrative, investigative or otherwise, including arbitration, mediation, bankruptcy and appeal and including any claims, demands, suits and legal proceedings arising out of: (i) the actual or alleged manufacture, purchase, ordering, financing, shipment, acceptance or rejection, titling, registration, leasing, ownership, delivery, rejection, non-delivery, possession, use, transportation, storage, operation, maintenance, repair, return or disposition of the Equipment; (ii) patent, trademark or copyright infringement; or (iii) any alleged or actual breach, default or Event of Default by Borrower (all of the foregoing hereinafter collectively referred to as “**Actions**”); and (iv) any and all penalties, losses, liabilities, including the liability of Borrower or Lender for negligence, tort, strict liability or environmental liability, damages, costs, court costs and any and all other expenses, including Attorneys’ Fees, judgments and amounts paid in settlement, incurred incident to, arising out of, or in any way connected with any Actions, any Agreement, any Equipment, or any other instrument, document or agreement executed in connection with or contemplated by any of the foregoing; provided that the Borrower shall have no obligation hereunder to Lender or any of its affiliates or related to the extent that such obligation for indemnification shall have resulted from the gross negligence, bad faith or willful misconduct of the party to be indemnified or any of its affiliates as determined by a final non-appealable judgment of a court of competent jurisdiction. The term “**Attorneys’ Fees**” as used herein shall include any and all reasonable and documented attorneys’ fees that are incurred by Lender incident to, documenting this Financing Agreement and any Other Agreement, any due diligence expenses related thereof and all other costs and expenses related thereto, including without limitation, relating to any amendments, modifications thereof, any monitoring thereof and arising out of, or in any way in connection with Lender’s interests in, or defense of, any Action or Lender’s enforcement of its rights and interests with respect to any Equipment or otherwise under each Agreement, or any other instrument, document or agreement executed in connection with or contemplated by any of the foregoing, which shall include such reasonable and documented attorneys’ fees incurred by Lender whether or not a suit or action is commenced, and all costs in collection of sums due during any work out or with respect to settlement negotiations, or the cost to defend Lender or to enforce any of its rights.

6. **POSSESSION; INSPECTION; PERSONAL PROPERTY.** Provided that no Event of Default and no event that with notice or lapse of time would become an Event of Default has occurred and is continuing under any Agreement, Borrower shall have quiet possession of the Equipment during the Term. Lender or an agent of Lender may, at the Borrower’s sole cost and expense, enter the location where any Item of Equipment is located at reasonable times and upon reasonable notice (provided, that during the occurrence of an Event of Default, no such notice will be required) to inspect the Equipment, subject to reasonable limitations placed on entry by the owner of the premises, if different from Borrower, provided that notwithstanding the foregoing, Lender’s officers and authorized representatives shall comply with Borrower’s COVID-19 and other health and safety protocols, policies and procedures when accessing the location of Borrower. Borrower will not move or allow any Item to be moved to a location different from the location specified in such Agreement without Lender’s prior written consent. The Equipment shall not constitute, and Borrower shall ensure that it shall not constitute, real property or fixtures and the parties agree that the Equipment is and shall be removable from, and is not essential to, the premises where the Equipment is located. Upon the request of Lender, Borrower shall obtain a written host, landlord’s or mortgagee’s acknowledgement and waiver in form and substance satisfactory to Lender from all persons (including any affiliate of Borrower) having any interest in the real estate upon which the Equipment is located, stored or garaged. In addition to the foregoing, Borrower agrees to the following monitoring arrangements: Prior to funding, (a) Borrower will provide Lender with (a) API and/or read access to Borrower’s Bitcoin Mining Pool Account or similar arrangement that shows the status and hashrate of each applicable Equipment, and (b) account access to Borrower’s Bitcoin Exchange or Brokerage Account, which provides transaction details including Bitcoin revenue and trades. Lender will have the right to approve any Mining Pool, Exchange or Brokerage Account and applicable wallets to be utilized by Borrower. Lender will require certain permissions to be established for any approved wallet and may require a minimum balance to be maintained. Borrower will also provide the reports specified in Section 18.

7. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** BORROWER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS FINANCED “AS IS”, “WHERE IS”, AND

“WITH ALL FAULTS”; LENDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, CONDITION, CAPACITY, DURABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, CONFORMITY OF ANY DESCRIPTION OR PATENT, TRADEMARK OR COPYRIGHT, OR OTHERWISE WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT WHATSOEVER AND LENDER IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT NOR THE MANUFACTURER’S OR SUPPLIER’S AGENT AND NO SUCH PERSON IS LENDER’S AGENT FOR ANY PURPOSE. Lender is not responsible for any repairs or service to the Equipment, defects therein or failures in the operation thereof or for any indirect, special, incidental, or consequential damages. Borrower has made the selection of each Item of Equipment based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lender.

8. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

(a) Borrower represents and warrants to, and covenants with, Lender that: (i) Borrower has the form of business organization indicated above; Borrower is duly organized in the jurisdiction of organization set forth above; and is existing, in good standing and qualified to do business wherever necessary to carry on its present business and operations and to own its property; Borrower has full corporate or other power and authority to enter into each Agreement and the Other Agreements, to incur the borrowings hereunder, and to perform its obligations under each Agreement and the Other Agreements; (ii) each Agreement, when entered into, has been duly executed and authorized, requires no further director, shareholder, member, partner or other third party approval of, or the giving of notice to, any Governmental Authority (as hereinafter defined) and does not contravene any law, regulation or other governmental order, any certificate or articles of incorporation or bylaws or partnership certificate or operating agreement, or any agreement, indenture, or other instrument to which Borrower is a party or by which it may be bound and constitutes a legal, valid, and binding obligation of Borrower enforceable in accordance with its terms; (iii) the provisions of each Agreement create legal and valid liens on and security interests in all of the Collateral in favor of the Lender, and such liens and security interests constitute perfected and continuing liens on and security interest in the Collateral, securing the Obligations, enforceable against Borrower and all third parties, and having priority over all other liens, security interests and other encumbrances on the Collateral; (iv) Borrower, any guarantor of Borrower’s obligations hereunder (a “**Guarantor**”) and any other person who owns a controlling interest or otherwise controls Borrower or any Guarantor in any manner is not listed on the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control (“**OFAC**”) or other similar lists maintained by the federal government pursuant to any federal law or regulation regarding a person designated under Executive Order No. 13224 or similar lists and Borrower is in compliance with any Bank Secrecy Act regulations and other federal regulations to prevent money laundering, and to the extent Borrower is located in or carries on business in any Province, Borrower and each director, officer, employee and agent thereof is in compliance with all applicable Sanctions, Anti-Corruption Laws and AML Laws and Borrower is not, nor is any director, officer, employee or agent of Borrower (A) the subject of any Sanctions, or (B) located, organized or resident in a country or territory that is, or whose government is, the subject of any Sanction. For the purposes hereof, the following definitions are applicable to the provisions hereof:

“**AML Laws**” means all laws, rules and regulations relating to money laundering or terrorist financing, including, without limitation, the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, Part II.1 of the *Criminal Code (Canada)*, the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (Canada)* and the *United Nations Al-Qaida and Taliban Regulations (Canada)*;

“**Anti-Corruption Laws**” means all laws, rules and regulations relating to bribery or corruption, including, without limitation, the *Corruption of Foreign Public Officials Act (Canada)*;

“**Sanctions**” means any and all sanctions or trade embargoes imposed, administered or enforced from time to time by any relevant sanctions authority including, without limitation, by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or under the *United Nations Act (Canada)*, the *Special Economic Measures Act (Canada)* and the *Export and Import Permits Act (Canada)*;

(v) there are no pending or threatened actions or proceedings before any court or agency which may to a material

extent adversely affect Borrower or any Guarantor's financial condition or continued operation (except as Borrower have otherwise previously disclosed to Lender in writing); (vi) Borrower is solvent and has the ability to pay Borrower's debts when they come due and Borrower is not contemplating and has not contemplated relief under any bankruptcy laws or other similar laws for the relief of debtors, except as disclosed to Lender in writing; and (vii) all of Borrower's financial statements and other information heretofore given and hereafter to be given to Lender are and will be true and complete in all material respects as of their respective dates, and fairly represent and will fairly represent Borrower's financial condition, and no material adverse change has or will have occurred in Borrower's financial condition reflected therein after the respective date thereof upon delivery to Lender, unless Borrower notifies Lender in writing of the same; and (vii) the Equipment will not be used to store, transport, contain or deliver any Hazardous Materials in violation of any Environmental Laws or transport any persons for hire. The term "**Hazardous Materials**" means any wastes, substances, or materials, whether solids, liquids or gases, that are deemed hazardous, toxic, pollutants, or contaminants, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, Environmental Laws. The term "**Environmental Laws**" means, collectively, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; or other applicable federal, state, provincial or local laws, including any plans, rules, regulations, orders, or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar laws, regulations, rules, orders, or ordinances now or hereafter in effect relating to hazardous materials disposal, generation, production, treatment, transportation, or storage or the protection of human health and the environment. If Borrower is a corporation, limited liability company or partnership, a secretary, assistant secretary, member or partner, by attesting to the execution by Borrower on the applicable Schedule, certifies that the officer signing on behalf of Borrower has been duly authorized and empowered to execute the Agreement on behalf of Borrower by appropriate vote of Borrower's board of directors, managing member(s), members or partners (or similar governing body) or under Borrower's bylaws, operating agreement or partnership agreement, that such officer did so execute the Agreement, and that the Agreement has been duly authorized and approved by or under such vote, bylaws, operating agreement or partnership agreement. Borrower acknowledges that Lender has not made any representation or warranty as to the legal, accounting or tax characterization or effect of any Agreement or any financing contemplated hereby. Borrower has consulted its own advisors with respect to such matters. All representations and warranties contained herein shall be continuing in nature and in effect at all times prior to Borrower satisfying all of Borrower's obligations to Lender under each Agreement and this Financing Agreement.

**(b)** Borrower shall not (i) voluntarily or involuntarily create, incur, assume or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Collateral, including the Equipment, whether now owned or hereafter acquired (except by, through or in favor of Lender); (ii) finance upgrades or additions to Equipment with any party other than Lender without prior written consent of Lender; (iii) permit the name of any person, association, corporation or other business entity other than Lender or Borrower to be placed on the Equipment; (iv) except as otherwise agreed to by Lender in writing, part with possession or control of or suffer or allow to pass out of its possession or control any Item of the Equipment or change the location of the Equipment or any part thereof from the address shown in the Agreement; (v) assign, sell, transfer, sublease, rent or in any way transfer or dispose of all or any part of the rights or obligations under any Agreement or as to any rights, title or interest in the Equipment or other Collateral, in whole or in part, to anyone; (vi) without at least twenty (20) days written notice to Lender (and signing and if requested by Lender, filing, such documents as Lender shall request in connection therewith), change (A) its legal name or primary address from that set forth above, (B) the jurisdiction under whose laws it is organized as of the date of this Financing Agreement, or (C) the type of organization under which it exists as of the date of this Financing Agreement; (vii) permit the sale or transfer of any shares of its capital stock or of any ownership interest in Borrower to any person, persons, entity or entities (whether in one transaction or in multiple transactions) which results in a transfer of a majority interest in the ownership and/or the control of Borrower from the person, persons, entity or entities who hold ownership and/or control of Borrower as of the date of this Financing Agreement; (viii) consolidate with or merge into or with any other entity, or sell, transfer, lease or otherwise dispose of all or substantially all of Borrower's assets to any person or entity (whether in one transaction or in multiple transactions); (ix) incur any debt, indebtedness or other obligations, in each case, without Lender's prior written consent, (x) transfer or sell any portion of any Item, Equipment, the Minerva Purchase Agreement and/or the Cryptech Purchase Agreement or, in each case, any rights therein or thereunder, in each case,

without the Lender's prior written consent, (xi) purchase, redeem, acquire or retire any of Borrower's ownership interests, pay dividends or make any shareholder withdrawals or pay any management bonuses; or (x) without Lender's prior written consent, make or suffer to exist any investments in, or loans or advances to, or guarantees of, any other Person.

9. **LOSS AND DAMAGE.** Borrower shall bear the entire risk of loss, theft, damage to or destruction of the Equipment (including any condemnation, seizure, or requisition of title or use) (collectively, a "**Casualty Event**") from any cause whatsoever. No Casualty Event shall relieve Borrower from making any Payment or any other obligations hereunder. Borrower shall immediately notify Lender of any insurance claim and of any Casualty Event resulting in two hundred fifty thousand dollars (\$250,000.00) or more of damage to Equipment, and inform Lender of the circumstances and extent of the Casualty Event and, at the option of Lender, Borrower shall (a) place such Equipment in good repair and working order so that the Equipment is of at least the same utility, value and marketability; or (b) replace such Equipment with like Equipment that is at least of the same utility, value and marketability, with clear title to the replacement Equipment in Borrower and not subject to any security interest by any other party other than Lender; or (c) promptly pay to Lender an amount under the applicable Agreement equal to the Payoff Amount. As used herein, "**Payoff Amount**" means an amount, calculated by Lender as of the date of payment of the Payoff Amount, equal to the sum of (i) any accrued and unpaid Payments (including the Early Termination Fee (without duplication), if any due, on such date) or other amounts due under or with respect to any Agreement; plus (ii) all Payments due and payable after such date. Lender may require that Borrower perform option (c) hereof regardless of whether all or only a portion of the Equipment subject to an Agreement experiences a Casualty Event. Any proceeds received by Lender or Borrower as the result of a Casualty Event with respect to any Item (including insurance proceeds and proceeds of condemnation or requisition) shall be applied at Lender's election, in whole or in part, to (a) repair or replace such Item or any part thereof, or (b) satisfy any of any of Borrower's Obligations. Borrower shall also pay any costs and expenses (including reasonable and documented Attorneys' Fees or the cost to engage an attorney even if no suit or claim is filed) incurred by Lender in connection with its exercise or protection of its rights and interests hereunder, including without limitation titling costs or other fees to effectively enforce Lender's interest in any item of Equipment. If no Event of Default has occurred and is continuing and no event or condition has occurred that with notice and/or passage of time could constitute an Event of Default, upon the payment of the Payoff Amount with respect to any Agreement, and the payment of any and all other amounts due and payable to Lender hereunder, Lender's security interest in such Items shall be automatically released; provided that Borrower's Obligations with respect to taxes, indemnities and reimbursements hereunder shall survive with respect to all periods prior to such payment.

10. **INSURANCE; TAXES.** Borrower shall, at Borrower's sole cost and expense, during the Term of each Agreement until Borrower's Obligations are satisfied in full, procure and maintain such insurance coverage in such amounts (including deductibles), in such form and with responsible insurers, all as satisfactory to Lender (which may on reasonable notice require Borrower to change such form, amount or company), including: (a) comprehensive general liability insurance insuring against liability for property damage, death and bodily injury resulting from the transportation, ownership, possession, use, operation, performance, maintenance, storage, repair or any similar act related to the Equipment, with minimum limits of \$1,000,000 per each occurrence (or such other amounts as set forth in the Schedule and notified by Lender), with Lender and Lender's successors and/or assigns named as additional insured; (b) all risk physical damage insurance against all risks of theft, loss or damage from every cause whatsoever in an amount not less than the greater of the full replacement cost of each item of Equipment or the Payoff Amount, with Lender and Lender's successors and/or assigns named as lender loss payee; and (c) if reasonably requested by Lender, other or additional coverage. Borrower shall waive Borrower's rights of subrogation, if any, and have Borrower's insurance carrier waive its right of subrogation, if any, against Lender for any and all loss or damage. All policies shall contain clauses requiring the insurer to furnish Lender with at least thirty (30) days prior written notice of any material change, cancellation, or nonrenewal of coverage and stating that coverage shall not be invalidated against Lender or Lender's assigns because of any violation of any condition or warranty contained in any policy or application therefor by Borrower or by reason of any action or inaction of Borrower. Borrower agrees to inform Lender immediately in writing of any notices from, or other communications with, any insurers that may in any way adversely affect the insurance policies being maintained pursuant to this Section or of any insurance claims. No insurance shall be subject to any co-insurance clause. Upon request by Lender, Borrower shall furnish Lender with a certificate of insurance, proper endorsements or other evidence satisfactory to Lender that such insurance coverage are in effect. If Borrower shall fail to carry any insurance required hereunder, Lender (without obligation and without waiving any default or Event of Default by Borrower hereunder) may do so at Lender's sole option and at Borrower's sole cost and

expense. Borrower acknowledges that such insurance will benefit Lender only and may cost substantially more than insurance Borrower might procure. Borrower agrees that Lender is not a seller of insurance nor is Lender in the insurance business. Borrower agrees to deliver to Lender evidence of compliance with this Section satisfactory to Lender, including any requested copies of policies, certificates and endorsements, with premium receipts therefor, on or before the date of execution by Borrower of the applicable Schedule and thereafter within two (2) business days after Lender's request. Lender shall be under no duty to ascertain the existence of or to examine any such policy or to advise Borrower in the event any such policy shall not comply with the requirements hereof.

Borrower will timely (and not later than their due date) make any filings required with respect to, and will pay and discharge when due, all Taxes, assessments, and governmental charges in excess of \$50,000 in the aggregate, imposed upon it, its income, and its properties prior to the date on which penalties are attached thereto; provided that failure to file returns, other than U.S. federal and state income Tax returns, when required by applicable law shall not be a breach of this covenant provided that such failure shall not have a material adverse effect on Borrower's business, financial condition, or properties, or its ability to satisfy its obligations under this Financing Agreement or any Agreement, or cause a lien to be placed on the Collateral. "**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto, including, without limitation, any real estate taxes and any Other Taxes.

11. **DEFAULTS.** An "**Event of Default**" shall be deemed to have occurred under any and all Agreements upon the occurrence of any of the following events or circumstances: (a) Borrower's failure to pay any Payment (including any Early Termination Fee) or other amount owed to Lender under any Agreement when due; (b) Borrower's failure to observe or perform any covenant, condition, representation, warranty or agreement to be observed or performed by Borrower, including without limitation, (1) Borrower's failure to maintain insurance in accordance with Section 10 hereof or (2) Borrower's breach of any of the terms of Section 8 which remains uncured for ten (10) days following written notice thereof to Borrower by the Lender; (c) any attempt by Borrower to repudiate any Agreement or its acceptance of any Equipment; (d) Borrower's default under any present or future note, security agreement, equipment lease, title retention, conditional sales agreement or any other agreement for money borrowed or the lease of real or personal property, in each case in an amount in excess of \$250,000, beyond any period of grace provided with respect thereto whether with Lender, its Affiliates, or any third party if the effect of such default is to cause or permit the holder of such indebtedness to cause such indebtedness to become due prior to its stated maturity; (e) any certificate, statement, representation or warranty, financial or credit information heretofore given or hereafter made by Borrower to Lender shall prove to be incorrect in any material respect as of the date such statement, representation or warranty or other information is provided; (f) the condition of Borrower's finances or business shall change so as, in the reasonable opinion of Lender, to impair materially Lender's interest or increase materially Lender's credit risk and Lender shall reasonably and in good faith deem itself insecure or undersecured as to repayment of any of Borrower's Obligations; (g) either Borrower or any Guarantor shall (1) be legally dissolved, adjudicated insolvent or bankrupt or cease to pay its debts as they mature, make a general assignment for the benefit of, or enter into an arrangement with, creditors; (2) apply for or consent to the appointment of a receiver, trustee or liquidator of it or a substantial part of its property; (3) take action to dissolve or terminate its legal existence, or authorize or file a voluntary petition in bankruptcy or under any similar law, consent to such a petition; (4) suffer such a petition or proceeding to be instituted against it which remains undismissed for a period of sixty (60) days; or (5) merge, consolidate or sell substantially all of its assets; (h) if Borrower is an individual, whether or not operating as a sole proprietorship, Borrower dies, become disabled or be declared legally incompetent; (i) Borrower or any Affiliate of Borrower defaults on its obligations under the Minerva Purchase Agreement and/or the Cryptech Purchase Agreement; (j) any Guarantor shall (1) breach any covenant, condition or agreement of a guaranty executed by a Guarantor for Lender's benefit; (2) die or become legally incompetent (if an individual); or (3) suffer any condition or commits any act which, if suffered or committed by Borrower, would constitute an Event of Default under any Agreement; (k) Items and/or Equipment required to be delivered under the Minerva Purchase Agreement and/or the Cryptech Purchase Agreement is not delivered in to Borrower in accordance with the delivery schedule set forth in such agreement, (l) if there shall occur an (i) appropriation, (ii) confiscation, (iii) retention, or (iv) seizure of control, custody or possession of any Equipment by any governmental authority including, without limitation, any municipal, state, federal or other governmental entity or any governmental agency or instrumentality (all such entities, agencies and instrumentalities shall hereinafter be collectively referred to as "**Governmental Authority**"); (m) if anyone in the control, custody or possession of any Equipment or Borrower is accused or alleged or charged (whether or not subsequently arraigned, indicted or convicted) by any Governmental Authority to have used any Equipment in connection with the commission or any crime (other



than a misdemeanor moving violation); (n) except for the security interest, lien or reservation of title in favor of Lender or as otherwise granted herein, there shall be any lien, claim or encumbrance on any of the Collateral (other than (i) mechanics' liens arising in the ordinary course of business securing liabilities which are not delinquent and remain payable without penalty (ii) tax liens being contested in good faith by appropriate proceedings, for which appropriate reserves have been established in accordance with Generally Accepted Accounting Principles); (o) without Lender's consent, Borrower attempts to remove, sell, transfer, encumber, part with possession, or sublet any item of Equipment; (p) Borrower defaults under any guaranty, collateral agreement, or other support agreement relating to, or providing credit support for, this Financing Agreement or the Other Agreements; (q) (i) each of Scrubgrass Reclamation, L.P., a Delaware limited partnership and Borrower cease to be a wholly owned direct or indirect subsidiary of Stronghold Digital Mining Holding LLC, (ii) Stronghold Digital Mining Holding LLC ceases to be a wholly owned direct or indirect subsidiary of Stronghold Digital Mining, Inc. and/or (iii) Scrubgrass Reclamation, L.P. and/or Stronghold Digital Mining Holding LLC consummate a sale of a majority of their (tangible and/or intangible) assets. An Event of Default under any Agreement shall, at the option and discretion of Lender, constitute an Event of Default under any and all other Agreements and constitute a breach of and default under any agreement, instrument, guaranty, loan, lease, promissory note, letter of credit, guaranty or other obligation of any kind on the part of Borrower in favor of Lender or any of its Affiliates ("**Other Agreements**"). Notwithstanding anything in this Financing Agreement to the contrary, the foregoing cross default provisions shall apply to the benefit of Lender and Lender's assignees only to the extent that Lender or such assignee is also the Lender or assignee of one or more Agreements or Other Agreements.

12. **REMEDIES.** If an Event of Default shall have occurred and be continuing, Lender may, at its option, with or without notice to Borrower, exercise any of the following remedies with respect to any or all Equipment, other Collateral and Agreements: (a) proceed at law or in equity to enforce specifically Borrower's performance or recover damages, including all rights available to Lender under the UCC as currently adopted in the State of New York and other applicable laws; (b) require Borrower to immediately assemble, make available and if requested by Lender deliver the Equipment (or, if so requested, any Items designated by Lender) and all Mined Currency in Borrower's possession to Lender at a time and place designated by Lender; (c) enter any premises where any Item may be located without judicial process and repossess, disable or take possession of the Equipment and other Collateral (and/or any attached or unattached parts) by self-help, summary proceedings or otherwise without liability for rent, costs, damages or otherwise; (d) use Borrower's premises for storage without rent or liability; (e) sell, lease or otherwise dispose of the Equipment or such Items at private or public sale, in bulk or in parcels, whether the Equipment is present at such sale and with or without notice except to the extent required by applicable law, and if notice is required by law such requirements of reasonable notice shall be met if such notice is mailed to Borrower at its address set forth on the first page hereof or to the most current address designated by Borrower to Lender in writing at least ten (10) days before the time of the public sale or the time after which any other disposition is to be made; (f) disable or keep idle all or part of the Equipment or such Items and, at Lender's discretion, take possession of the Equipment and continue Borrower's Bitcoin mining operations; (g) enforce its security interest in all Collateral, including all Bitcoin or other digital currency or cryptocurrency mined using the Equipment and exercise all its rights under the UCC with respect thereto; (h) at Lender's sole discretion, remedy such Event of Default for the account of and at the expense of Borrower; (i) Lender may recover interest on any unpaid Payment (and any Early Termination Fee (without duplication)) or any amounts due hereunder from Borrower from the date it was due until fully paid at a rate equal to fifteen percent (15%) per annum or the maximum rate permitted by law, if lower; (j) exercise any other right or remedy at law, or in equity or bankruptcy, including specific performance or damages for the breach hereof, including reasonable Attorney's Fees and court costs; (k) declare each Agreement to be in default (provided that if an Event of Default under Section 11(g) has occurred, each Agreement shall be automatically and immediately be deemed to be declared in default without any notice from Lender); or (l) declare all of Borrower's Obligations immediately due and payable (provided that if an Event of Default under Section 11(g) has occurred, Borrower's Obligations shall be automatically and Borrower's Obligations shall be immediately and immediately due and payable without any notice from Lender) and Borrower shall immediately pay to Lender as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the sum of (i) the Payoff Amount (and any Early Termination Fee (without duplication)) plus all other amounts then payable to Lender hereunder; plus (ii) all costs and expenses incurred by Lender in any repossession, recovery, storage, repair, sale, release, or other disposition of the Equipment or Lender's enforcement of Lender's rights hereunder, including Attorneys' Fees and costs; plus (iii) any other amounts Lender determines is necessary for Lender to realize the benefit of Lender's bargain. In the event Lender disposes of the Equipment pursuant to this Section, Lender shall apply the Net Proceeds (as hereinafter defined) to Borrower's Obligations (including, any Early Termination Fee) in the order Lender determines. As used herein, the term "**Net Proceeds**" shall mean (i) the after-tax amount received by Lender in immediately-available funds not subject to recapture, rebate or

divestiture from such purchaser; or (ii) in the case of a purchase of the Equipment which Lender finances or in the case of a disposition pursuant to a true lease (any such leases or finance agreements being referred to hereinafter as a "**Replacement Agreement**"), an amount equal to the sum of all non-cancellable periodic payments and any purchase election, purchase requirement or balloon payment set forth in the Replacement Agreement, discounted to present value at the implicit rate of interest of the Replacement Agreement as determined by Lender. With respect to any exercise by Lender of its right to dispose of the Equipment or any Items or other Collateral, Borrower acknowledges and agrees that Lender shall have no obligation, subject to any legal requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any Items or other Collateral for disposition; Lender may comply with any state or federal law requirements that Lender deems to be applicable or prudent to follow in connection with any such disposition; and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition. If Equipment delivered to or picked up by Lender contains goods or other property not constituting Equipment, Borrower agrees that Lender may take such other goods or property, provided that Lender makes reasonable efforts to make such goods or property available to Borrower after repossession upon Borrower's written request. If, after default, any Agreement is placed in the hands of an attorney, collection agent or other professional for collection of Payments or other amounts or enforcement of any other right or remedy of Lender, Borrower shall pay all Attorneys' Fees and associated costs and expenses. Forbearance as to any default or Event of Default shall not be deemed a waiver, all waivers to be enforceable only if specifically provided in writing by Lender, and waiver of any default or Event of Default shall not be a waiver of any other or subsequent default or Event of Default. To the fullest extent permitted by applicable law, Borrower waives any rights now or hereafter conferred by statute or otherwise that may require Lender to sell, lease or otherwise use any Equipment in mitigation of Lender's damages set forth in such Agreement or that may otherwise limit or modify any of Lender's rights or remedies. Borrower agrees that Borrower shall remain liable for all amounts due hereunder, including any deficiency remaining after any disposition of Equipment or other Collateral after an Event of Default. Each remedy shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lender at law or in equity. No express or implied waiver of any Event of Default shall constitute a waiver of any of Lender's other rights. A cancellation or termination hereunder shall occur only upon notice by Lender and only as to such Items as Lender specifically elects to cancel or terminate and any other Agreement shall continue in full force and effect as to the remaining Items or Collateral, if any. Any Payment received by Lender may be applied to any unpaid Obligations (including, without limitation, the Early Termination Fee) as Lender in Lender's sole discretion may determine. Lender may dispose of any Equipment and other Collateral at a public or private sale or at auction. Lender may buy at any sale and become the owner of the Equipment or other Collateral. Lender may sell the Equipment and other Collateral without giving any warranties as to the Equipment and other Collateral. Lender may disclaim any warranties of title, possession, quiet enjoyment, or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale or other disposition of the Equipment.

13. **NOTICES.** Any notices and demands required or permitted hereunder shall be sent in writing to Lender or Borrower at the addresses set forth on the first page hereof or to any other address as may be specified by a party by a notice given as provided herein and shall be sent by certified mail (return receipt requested), by a nationally recognized express courier service (such as Federal Express), personally served or by email. Each such notice shall be deemed to be given when mailed upon deposit in any depository maintained by the United States Post Office, Canada Post Office (if Borrower is located in or carrying on business in any Province) when deposited with a nationally recognized courier service, if personally served or if by email, shall be deemed to have received by the party for which it is intended upon the sender's receipt of and acknowledgement from the intended recipient (such as by the "return receipt requested" function), as available, return email or other written acknowledgement.

14. **POWER OF ATTORNEY; FURTHER ASSURANCES.** Borrower shall promptly execute and deliver to Lender such further documents and take such further actions as Lender may require in order to more effectively carry out the intent and purpose of each Agreement. Borrower grants to Lender a power of attorney in Borrower's name, which is irrevocable and coupled with an interest, (a) to execute any such instruments, financing statements, documents, agreements and filings which Lender deems necessary to protect Lender's interest hereunder and in the Equipment and other Collateral and proceeds thereof, including all insurance documentation and all checks or other insurance proceeds; and (b) to apply for a certificate of title for any item of Equipment or other Collateral that is required to be titled under the laws of any jurisdiction where the Equipment or other Collateral is or may be used and/or to transfer title thereto upon the exercise by Lender of its remedies upon an Event of Default by Borrower under the Agreement. Borrower acknowledges that Lender may incur out-of-pocket costs and expenses in connection with the transactions contemplated by the Agreement, and accordingly agrees to pay (or reimburse Lender for) the costs

and expenses related to (i) filing any financing, continuation or termination statements, (ii) any title and lien searches with respect to the Agreement and the Equipment and other Collateral, (iii) documentary stamp taxes relating to any Agreement; (iv) titling and other costs to record Lender's interest in any item of Equipment or other Collateral; and (v) procuring certified charter or organizational documents and good standing certificates of Borrower and any Guarantor. If Borrower fails to perform or comply with any of its agreements, provide any indemnity or otherwise perform any obligation hereunder that may be performed by the payment of money, Lender may, in addition to and without waiver of any other right or remedy, perform or comply with such agreements in its own name or in Borrower's name as attorney-in-fact, and, upon demand, Borrower agrees to reimburse Lender immediately for the amount of any payments or expenses incurred by Lender in connection with such performance or compliance, together with interest thereon at the rate of one and one-half percent (1.5%) per month or the highest rate allowable under applicable law, whichever is lower.

15. **ASSIGNMENT.** BORROWER MAY NOT SELL, TRANSFER, ASSIGN, LEASE, RENT OR OTHERWISE TRANSFER POSSESSION OF OR ENCUMBER ANY EQUIPMENT OR OTHER COLLATERAL OR ITS RIGHTS OR OBLIGATIONS UNDER EACH AGREEMENT WITHOUT LENDER'S PRIOR WRITTEN CONSENT. Each Agreement and any or all of the rights of Lender thereunder shall be assignable and transferable by Lender, absolutely or as security, without notice to Borrower, subject to the rights of Borrower hereunder. Upon request to Borrower by Lender of any such assignment or transfer, Borrower shall promptly acknowledge in writing its obligations under such Agreements. The term Lender shall mean, as the case may be, any assignee of Lender. Any such assignment shall not relieve Lender of its obligations hereunder unless specifically assumed by the assignee. BORROWER AGREES IT SHALL PAY SUCH ASSIGNEE ALL PAYMENTS WITHOUT ANY DEFENSE, RIGHTS OF SETOFF OR COUNTERCLAIMS (WHICH SHALL NOT BE ASSERTED AGAINST AN ASSIGNEE) AND SHALL NOT HOLD OR ATTEMPT TO HOLD SUCH ASSIGNEE LIABLE FOR ANY OF LENDER'S OBLIGATIONS. NO AGREEMENT MAY BE TERMINATED, CANCELLED OR "PREPAID" EXCEPT AS EXPRESSLY STATED THEREIN. The advances made pursuant to this Financing Agreement are intended to be maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Internal Revenue Code of 1986, as amended (the "**Code**"). Lender as a non-fiduciary agent of Borrower shall maintain a register (the "**Register**") of the name and address of Lender, and any registered assigns, and the principal and interest amounts owing to Lender, and any registered assigns, from time to time pursuant to the terms of this Financing Agreement and any Agreement. The entries in the Register shall be conclusive absent error, and Borrower and Lender shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a lender hereunder for all purposes of this Agreement.

16. **UNCONDITIONAL NON-CANCELLABLE AGREEMENT.** BORROWER'S OBLIGATION TO MAKE PAYMENTS, TO PAY OTHER SUMS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER EACH AGREEMENT IS ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SETOFF, DEFENSE, OR COUNTERCLAIM FOR ANY REASON WHICH BORROWER MAY HAVE AGAINST ANY PERSON FOR ANY REASON WHATSOEVER OR ANY MALFUNCTION, DEFECT OR INABILITY TO USE ANY ITEM OF EQUIPMENT.

17. **NON-WAIVER.** No forbearance, omission, delay, or failure at any time to require strict performance by Borrower of any provision of this Financing Agreement by Lender shall be deemed to create a waiver or course of dealing. A waiver on one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lender unless it is in writing and signed by Lender.

18. **REPORTS & OTHER INFORMATION; INFORMATION TECHNOLOGY EQUIPMENT.**

(a) Borrower will furnish (or cause to be furnished) to Lender as soon as the same become available, but in any event, unless otherwise specified in the applicable Schedule, (i) within one hundred and twenty (120) days after the close of each fiscal year, audited financial statements (unless otherwise stated in a Schedule) reflecting Borrower's operations during such fiscal year, including without limitation a balance sheet and profit and loss statement; (ii) within forty-five days (45) after the last day of each March, June, September and December (collectively a "**Quarter-End**") other than Borrower's fiscal year-end, management-prepared financial statements including without limitation a balance sheet and profit and loss statement; and (iii) with respect to any Guarantor of Borrower's obligations, if such Guarantor is an individual, a personal financial statement on an annual basis and a copy of such Guarantor's personal tax returns when filed, but in no event later than forty-five (45) days from the deadline to file such personal tax returns, and if

such Guarantor is a corporation, limited liability company or other legal entity, unless otherwise specified in the applicable Schedule, within one hundred and twenty (120) days after the close after each fiscal year of such Guarantor, audited financial statements reflecting the operations of such Guarantor during such fiscal year, including without limitation a balance sheet and profit and loss statement and within forty-five days (45) after the last day after each Quarter-End other than such Guarantor's fiscal year-end, management-prepared financial statements including without limitation a balance sheet and profit and loss statement. Borrower shall ensure that all such statements are in reasonable detail, prepared in conformity with generally accepted accounting principles, applied on a basis consistent with that of the preceding year or Quarter-End and accompanied by a certificate of Borrower's chief financial officer, or the chief financial of such Guarantor, respectively, which certificate shall state that such financial statements fairly present the consolidated financial condition and results of operations (subject to normal year end adjustments). Borrower agrees to also deliver or cause to be delivered such other information as Lender may reasonably request from time to time, including without limitation other financial statements and information pertaining to Borrower or any Guarantor. Borrower further agrees to provide, as soon as each is available, but in each case no later than the thirtieth (30th) day of each month during the Term, each of the following reports, in a form reasonably acceptable to Lender: (A) API (Application Programming Interface) and/or read access to Borrower's Bitcoin Mining Pool Account or similar which shows the status and hashrate of the Equipment; (B) API and account access to Borrower's Bitcoin Exchange or Brokerage Account, which provides transaction details including Bitcoin revenue and trades; the Exchange or Brokerage Account and applicable wallets must be approved by Lender; (C) invoices, account statements or similar documents from the power provider or hosting facility, as the case may be; (D) monthly accounts receivable aging reports and monthly accounts payable aging reports; (E) interim management-prepared financial statements for the preceding month; and (F) a copy of the monthly bank statement of Borrower's and such Guarantor's primary bank. Borrower agrees to exclusively utilize mining pool, wallet, custody, and trading execution services offered by Lender, as applicable, if the services are available. If such mining pool, wallet, custody, and trading execution services are not available, Borrower agrees to exclusively utilize mining pool, wallet, custody, and trading execution services approved by Lender in Lender's sole discretion.

(b)

(i) If, as to any Agreement, a Supplier shall, with Lender's written acknowledgement (which may be contained in any term sheet or proposal not withdrawn prior to the Commencement Date of such Agreement) retain title to software and certain other components of the Equipment (the "**Software**"), such Supplier shall license such Software to Borrower under a license or other contract (a "**License**"). Borrower represents and warrants that it has read and is in possession of a copy of each License and has supplied a true and correct copy of such License to Lender. Borrower hereby grants a first priority security interest in and collaterally assigns each License to Lender as security under this Agreement, Borrower agrees to comply with the terms of each License and Borrower shall indemnify and hold Lender harmless from any obligations under or Actions or losses in any way arising from any License or Software in accordance with Section 5 of this Financing Agreement. If the terms of a License prohibits the granting of a security interest or assignment of the License, Borrower will use commercially reasonable efforts to obtain the written consent of the licensor therefor. Except as expressly provided in this section, all terms and conditions of the Agreements shall be and remain in full force and effect with respect to any Software and shall not be altered by the fact that Borrower will be licensee under any License. Borrower shall not be permitted to assign its interest under any License or the use of the Software without both Lender's and Supplier's prior written consent, either of which may be declined for any reason. In the event Lender grants Borrower a purchase option with respect to the Equipment, Borrower understands that the exercise of such option shall operate only to assign and transfer Lender's interest in any License to Borrower without representation or warranty. In the event Lender obtains possession of any Software following the expiration or termination for any reason of the Term, Borrower shall be deemed to, and hereby does, assign its rights under the applicable License (but none of its obligations) to Lender and grants to Lender a power of attorney, coupled with an interest, to assign such License to any purchaser, Borrower or other user of the Software. At Lender's request, Borrower will obtain, for Lender's benefit, Supplier's consent to such assignment and power of attorney, together with Supplier's agreement to cooperate reasonably with any such further assignment by Lender.

(ii) Any reconfiguration of the Equipment (a "**Reconfiguration**") shall constitute an improvement provided that Borrower notifies Lender in advance of such action in writing and provided further that such Reconfiguration, in Lender's sole judgment, complies with the requirements of the Agreement with respect to improvements. Neither improvements nor parts installed on Equipment in the course of Reconfiguration shall be accessions to the Equipment.

(iii) In the event that the Equipment is repossessed, foreclosed upon or otherwise delivered to or possessed by Lender, Borrower shall, at its own expense, remove all confidential information and any Software or program designated by Lender, provided however that Borrower may not remove or disable any operating system or other software if such software is essential to the operation and value of the Equipment or if such removal or disabling adversely affects the operating system or other software acquired with the Equipment.

19. **MISCELLANEOUS. TIME IS OF THE ESSENCE OF EACH AGREEMENT.** If Lender shall enter into a purchase agreement, purchase order or other arrangement with a Supplier of any of the Equipment, Lender shall be deemed to assign the right to purchase such Equipment to Borrower on the Acceptance Date for such Equipment (which, in the case of multiple deliveries, shall mean the actual Acceptance Date of the specific items of Equipment accepted by Borrower). Prior to such Acceptance Date, Lender will retain the right to purchase any or all Equipment in the event Borrower shall refuse to accept such Equipment by the Anticipated Acceptance Date, Borrower shall attempt to cancel or terminate the Agreement for such Equipment, or if an Event of Default shall occur and be continuing. The amount financed by Lender may or may not reflect any discount or other arrangement between Lender and such Supplier. Nothing herein shall imply that Lender sells or provides any Equipment to Borrower or is otherwise in the stream of commerce for any Equipment. Borrower acknowledges that the Commencement Date may not be the actual date Lender advances funds to or for the account of Borrower. Each Agreement shall only be valid when accepted in writing by Lender at Lender's home office and each Agreement may only be modified in a writing signed by Lender and Borrower. Whether or not expressly stated herein, Borrower's obligations with respect to indemnification, taxes, reimbursements for expenses and other obligations arising during the term of each Agreement shall survive the expiration or termination of such Agreement, and any notification of payoff amount, acceptance of designated final payment or other arrangement between the parties shall not release Borrower from such obligations unless specifically so stated in writing. Borrower authorizes Lender to file financing statements, and amendments thereto, along with any other information applicable under the UCC describing the Collateral in the manner and jurisdiction or filing office in which Lender determines best protects Lender's interest. Payments under any Schedule shall be reduced so that any interest portion is the lower of the rate specified herein or the highest rate permitted by applicable law. Nothing herein shall imply, and Borrower shall not assert, that Lender is a "merchant" with respect to the Equipment. Whenever terms such as "include" or "including" are used in any Agreement, they mean "include" or "including", as the case may be, without limiting the generality of any description or word preceding such term, whether or not so stated. Whenever terms such as "satisfactory to Lender" are used or Lender is granted the contractual right to choose between alternatives or express its opinion, the satisfaction, choices and opinions are to be made in Lender's sole discretion. Each Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (subject nevertheless to restrictions provided in Section 15). The terms "herein" or "hereunder" or like terms shall refer to an Agreement as a whole and not to a particular Section. The captions or headings herein are made for convenience and general reference only. All singular terms shall include the plural forms thereof, and vice versa. All references to a gender shall be deemed to refer to all other genders as well as the neuter form, as applicable. All references to Sections hereunder shall be deemed to refer to Sections of an Agreement, unless otherwise expressly provided. All references to an "item" or "items" of Equipment (whether or not capitalized) or the "Equipment" shall include each and all portions of the Equipment, no limitation being intended by the choice of terms. As each Agreement has been drafted by Lender's counsel as a convenience to the parties and Borrower has had the opportunity to review it with counsel of Borrower's choice, no Agreement shall be construed against any party by reason of draftsmanship. Any provision of any Agreement which is unenforceable shall not affect the enforceability of the remaining provisions hereof. In the event that any of the terms and provisions of any Agreement are in violation of or prohibited by any applicable law, such terms and provision shall be deemed amended to conform to such law, statute or ordinance without affecting any other terms and provisions of any Agreement. BORROWER AGREES THAT THE FINANCING AGREEMENT AND ALL SCHEDULES, ACCEPTANCE CERTIFICATES AND OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN BORROWER AND LENDER AND THEY SUPERSEDE ALL PRIOR PROPOSALS, AGREEMENTS AND COMMUNICATIONS, WHETHER ORAL OR WRITTEN, BETWEEN BORROWER AND LENDER REGARDING THE SUBJECT MATTER HEREOF.

20. **COUNTERPARTS; CHATTEL PAPER.** This Financing Agreement, each Agreement and all documents executed in connection herewith may be executed and delivered in counterparts all of which shall constitute one and the same agreement. The exchange of signed copies by facsimile or electronic transmission (including PDF, DocuSign, Adobe "fill and sign" or such other provider as specified in writing by the applicable party) shall constitute effective

execution and delivery and may be used in lieu of manually signed documents. Signatures of the parties transmitted by facsimile or electronic transmission qualify as authentic original signatures for purposes of enforcement thereof, including all matters of evidence and the “best evidence” rule. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Notwithstanding the foregoing, if any party shall request manually signed counterpart signatures to this Agreement, each of the other parties hereby agrees to provide such manually signed signature pages as soon as commercially reasonable. For purposes of perfection of a security interest in chattel paper under the UCC, only the counterpart of each Agreement that bears Lender’s manually applied signature and is marked “**Sole Original**” by Lender shall constitute the sole original counterpart of the original chattel paper for purposes of possession. No security interest in an Agreement can be perfected by possession of any other counterpart, each of which shall be deemed a duplicate original or copy for such purposes. Notwithstanding the foregoing, as to any Agreement constituting electronic chattel paper, the authoritative copy of such Agreement will be the electronic copy in Lender’s or its assignee’s electronic vault, and perfection of a security interest in such Agreement may only be perfected by control of such authoritative copy.

21. **GOVERNING LAW; JURISDICTION, JURY TRIAL WAIVER.** EACH AGREEMENT, THIS FINANCING AGREEMENT AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. BORROWER ACKNOWLEDGES THAT EACH AGREEMENT WAS ENTERED INTO IN THE STATE OF NEW YORK AND THAT THE PARTIES HAVE AGREED TO THE TERMS OF EACH AGREEMENT WITH THE UNDERSTANDING THAT ANY ACTION OR PROCEEDING REGARDING THIS FINANCING AGREEMENT, ANY AGREEMENT, THE EQUIPMENT AND OTHER COLLATERAL OR ANY CAUSE OF ACTION WHATSOEVER ARISING FROM OR RELATED TO THIS FINANCING AGREEMENT SHALL BE MAINTAINED IN THE STATE OR FEDERAL COURTS LOCATED IN THE STATE AND COUNTY OF NEW YORK, AND BORROWER SUBMITS TO JURISDICTION AND VENUE, WAIVING ANY CLAIM OF IMPROPER JURISDICTION OR VENUE OR FORUM NON-CONVENIENS, AGREEING TO ACCEPT SERVICE AT BORROWER’S PLACE OF BUSINESS IN ANY SUCH ACTION. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW; PROVIDED, HOWEVER, THAT LENDER SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST BORROWER OR ITS PROPERTY IN (A) ANY COURTS OF COMPETENT JURISDICTION AND VENUE AND (B) ANY LOCATION SELECTED BY LENDER TO ENABLE LENDER TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF LENDER. BORROWER WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH LENDER HAS COMMENCED A PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS. BORROWER (I) ACCEPTS THE JURISDICTION OF THE AFORESAID COURTS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY, (II) WAIVES PERSONAL SERVICE OF PROCESS, AND (III) AGREES THAT SERVICE OF PROCESS UPON IT MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, TO ITS ADDRESS SPECIFIED IN SECTION 13 OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO EVERY AGREEMENT WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH ANY AGREEMENT, THE EQUIPMENT OR THIS FINANCING AGREEMENT.

*[remainder of page left blank]*

IN WITNESS WHEREOF, the parties have caused this Financing Agreement to be executed by their duly authorized representatives as of the date first above written.

|  |   |
|--|---|
| <b>LENDER:</b><br><b>WHITEHAWK FINANCE LLC</b>             | <b>BORROWER:</b><br><b>STRONGHOLD DIGITAL MINING EQUIPMENT, LLC</b> |
| Signature: <u>          /s/ Robert A. Louzan          </u> | Signature: <u>          /s/ Gregory A. Beard          </u>          |
| Name (print): <u>          Robert A. Louzan          </u>  | Name (print): <u>          Gregory A. Beard          </u>           |
| Title: <u>          Authorized Signatory          </u>     | Title: <u>          Authorized Representative          </u>         |

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## Financing Agreement DATED AS OF JUNE 30, 2021 BETWEEN

WHITEHAWK FINANCE LLC (“Lender”),

STRONGHOLD DIGITAL MINING EQUIPMENT, LLC (“Borrower”), AND

STRONGHOLD DIGITAL MINING, INC. (“Stronghold Inc.”)

With an address of 2151 Lisbon Road, Kennerdell, PA 16374

This Schedule is a Schedule to the Financing Agreement identified above (the “**Financing Agreement**”). All capitalized terms not herein defined shall have the meaning set forth in said Financing Agreement and all terms and conditions of the Financing Agreement are incorporated herein and shall remain in full force and effect except to the extent modified by this Schedule. Such modifications apply only to the Agreement created hereby and the Equipment financed hereunder. This Schedule and the Financing Agreement as incorporated into this Schedule constitute a separate and distinct “Agreement” under the Financing Agreement. If any provision in this Schedule conflicts with a provision in the Financing Agreement, the provision in this Schedule shall control. Borrower hereby reaffirms on and as of the date hereof all terms, covenants representations and warranties contained in the Financing Agreement, including, without limitation, its grant of a security interest in the Equipment and other Collateral.

## SUMMARY OF PAYMENT TERMS:

|   |  |
|---|--|
| Commencement Date: June 30, 2021  | Total Advance (Amount Financed): <b>\$40,000,000</b>   |
| First Payment Date of principal and interest: July 31, 2021   | Total Number of Monthly Payments of principal and interest: <b>24 months, final balance due on June 30, 2023</b> |
| Amount of each Payment of principal and interest: <b>See Exhibit A attached hereto.</b> If the payment date for any Payment is not a business day, then such Payment shall be made on the first preceding business day before the date of such payment. | Payment Period: <b>Monthly in arrears</b>  |
|   | Interest Rate: <b>10%</b><br>Default Interest Rate: <b>15%</b>   |
| Down Payment: See Exhibit B   |  |
| Equipment Location: 2151 Lisbon Road, Kennerdell, PA 16374  |  |
| Additional Payments to Lender (if any): An administrative charge of \$30,000/quarter payable on June 30, 2021 and the last date of each quarter thereafter  |  |
| Anticipated Acceptance Date (if applicable): See Exhibit B  |  |

**1. Grant of Security.** Borrower hereby grants to Lender a first priority security interest in the Collateral and all property in Section 3 below.

**2. Promise to Pay:** FOR VALUE RECEIVED, Borrower promises to pay to Lender at such address as may be designated from time to time by Lender, the sum of the Total Advance set forth above, together with interest thereon at the rate set forth above. Each such Payment due hereunder, shall consist of principal and interest due hereunder, the first installment of which shall be due on the First Payment Date and each subsequent Payment shall be on the same day of each month thereafter until the Total Number of Monthly Payments have been received by Lender. Borrower’s Obligations hereunder shall bear interest at the Interest Rate from the date Lender advances any portion of the Total Advance. On the First Payment Date, Borrower also agrees to pay Lender accrued interim interest for the

number of days elapsed from the date Lender advances any portion of the Total Advance to the Acceptance Date. All interest payable hereunder shall assume a 360 day year / 30 day month.

**3. Equipment Description: See Exhibit B attached hereto.** After Borrower signs this Schedule, Borrower authorizes Lender to insert any additional or missing information or change any inaccurate information. Exhibit B lists out Equipment currently in place and operational and Equipment that is subject to Minerva Purchase Agreement and the Cryptech Purchase Agreement.

**4. Equipment Location:** The address of the Equipment Location is 2151 Lisbon Road, Kennerdell, PA 16374, which is a bona fide business address.

**5. Waiver; Miscellaneous.** Borrower hereby waives presentment, notice of dishonor, and protest. Borrower agrees that the Commencement Date and the first payment due date may be left blank when this Schedule is executed and hereby authorizes Lender to insert such dates based upon the date the Equipment Finance proceeds are disbursed. BY EXECUTION HEREOF, BORROWER ACKNOWLEDGES THAT BORROWER AGREES THAT THIS SCHEDULE AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN BORROWER AND LENDER AND THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS AND COMMUNICATIONS, WHETHER ORAL OR WRITTEN, BETWEEN BORROWER AND LENDER REGARDING THE SUBJECT MATTER HEREOF.

**6. Additional Fees.** (a) Closing fee payable to Lender of \$400,000; (b) Borrower making a finder/broker's fee to "Blockfills" of \$400,000; and (c) all Attorneys' Fees and reimbursable costs and expenses payable to Lender on the Commencement Date and thereafter.

**7. OID LEGEND:** THE TOTAL ADVANCES MADE PURSUANT TO THIS AGREEMENT ARE ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR U.S. FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, THE AMOUNT OF ORIGINAL ISSUE DISCOUNT, THE ISSUE DATE AND THE YIELD TO MATURITY FOR SUCH ADVANCES MAY BE OBTAINED BY SUBMITTING A WRITTEN REQUEST FOR SUCH INFORMATION TO BORROWER C/O RICARDO LARROUDE. Lender, Borrower and Stronghold Inc. agree that (i) the Warrant issued in connection with the Total Advance had a fair market value of \$1,999,369.00 as of the date of this Schedule ("**Warrant Value**") and shall be treated as acquired by the Lender in exchange for cash in an amount equal to the Warrant Value and (ii) the issue price (within the meaning of Section 1273(b) of the Code) of the Total Advance is the principal amount of the Total Advance less the Warrant Value. Similar calculations will be undertaken in calculating the issue price of future advances made pursuant to the Financing Agreement if additional Warrants are issued with such advances. If the Total Advance and any future advances are treated as the same issue for U.S. federal income tax purposes, the issue price of any such advances will be aggregated to determine the issue price for such issue. Each of Borrower, Stronghold Inc. and Lender agree to file any U.S. federal income and applicable state or local income tax returns in accordance with the tax treatment and allocation described in this Section 7.

**8. Delivery of Equipment:** The Equipment subject to (a) the Minerva Purchase Agreement is to be delivered on or before December 31, 2021 (the "**Final Minerva Delivery Date**") in accordance with the Minerva Purchase Agreement and (b) the Cryptech Purchase Agreement is to be delivered on or before October 31, 2022 (subject to any extensions as provided for in the Cryptech Purchase Agreement) (the "**Final Cryptech Delivery Date**") and together with the Final Minerva Delivery Date, each a "**Final Delivery Date**", and, in each case, in no event at Lender's expense) at the location specified in this Agreement. The Equipment subject to Minerva Purchase Agreement is 15,000 units of MV7 (100 TH) ASIC Bitcoin Miners and the Equipment subject to the Cryptech Purchase Agreement is 2,400 units of Antminer S19j (90 TH) ASIC Bitcoin Miners. Borrower represents and warrants that Borrower has paid Eighty percent (80%) of the purchase price of the Equipment subject to the Minerva Purchase Agreement to the Supplier thereunder and thirty-four percent (34%) of the purchase price of the Equipment subject to the Cryptech Purchase Agreement to the Supplier thereunder, and, in each case, Borrower agrees that Borrower shall (i) pay the balance of such purchase price to the applicable Supplier when due in accordance with the applicable Purchase Agreement and take no action to cancel, terminate or default under, or enter into any amendment or modification to any Purchase Agreement which could reasonably be expected to adversely affect Lender, (ii) promptly notify Lender by email or otherwise in writing of such payment, furnishing evidence satisfactory to Lender on Lender's request, and (iii) promptly notify Lender when Borrower is given a date for delivery of each item of Equipment. Borrower's obligation

to make Payments under this Agreement shall commence upon execution of this Agreement, whether or not any of the Equipment has been delivered and accepted. Borrower assumes the risk of delivery of Equipment and the acceptability of the Equipment. Borrower is not entitled to any refund or rebate of Payments made to Lender for any reason, including failure of any Supplier to deliver Equipment by any applicable Final Minerva Delivery Date. If, for any reason whatsoever, any of the Equipment that is subject to the Minerva Purchase Agreement (the “**Undelivered Equipment**”) has not been delivered to or, if delivered, has not been accepted by Borrower as provided in this Agreement on or before the Final Minerva Delivery Date, Borrower shall, upon demand by Lender, repay to Lender that 100% of the Amount Financed together with all accrued and unpaid interest and Early Termination Fee. Borrower’s failure to comply with the foregoing shall be an Event of Default under this Agreement.

9. In connection with the Lender committing to provide the entirety of the Total Advance in accordance with this Schedule, Stronghold Inc. will issue one warrant pursuant to the terms of that Stock Purchase Warrant issued by Stronghold Inc. to Lender dated as of the date hereof conveying the right to purchase from Stronghold Inc. the Warrant Share Number (but not less than 63,092) (as defined in the Stock Purchase Warrant) and subject to any adjustments set forth in the Stock Purchase Warrant of common stock in Stronghold Inc. at an exercise price of \$0.01 per share of common stock (the “**Warrant**”) to Lender (or its designee) (or any other instrument mutually agreed among the parties) on the date of this Schedule.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

**LENDER:**  
**WHITEHAWK FINANCE LLC**

Signature: /s/ Robert A. Louzan  
Name : Robert A. Louzan  
Title: Authorized Signatory

**BORROWER:**  
**STRONGHOLD DIGITAL MINING EQUIPMENT, LLC**

Signature: /s/Gregory A. Beard  
Name: Gregory A. Beard  
Title: Authorized Representative

**FOR THE PURPOSES OF SECTIONS 6, 7 and 9 ONLY**  
**STRONGHOLD DIGITAL MINING, INC**

Signature: /s/ Gregory A. Beard  
Name : Gregory A. Beard  
Title: Chief Executive Officer

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**EXHIBIT A**

**[Payment Schedule]**

| Payment Number | Payment Date | Amount         |
|----------------|--------------|----------------|
| 1.             | 07/31/2021   | \$1,845,797.05 |
| 2.             | 08/31/2021   | \$1,845,797.05 |
| 3.             | 09/30/2021   | \$1,845,797.05 |
| 4.             | 10/31/2021   | \$1,845,797.05 |
| 5.             | 11/30/2021   | \$1,845,797.05 |
| 6.             | 12/31/2021   | \$1,845,797.05 |
| 7.             | 01/31/2022   | \$1,845,797.05 |
| 8.             | 02/28/2022   | \$1,845,797.05 |
| 9.             | 03/31/2022   | \$1,845,797.05 |
| 10.            | 04/30/2022   | \$1,845,797.05 |
| 11.            | 05/31/2022   | \$1,845,797.05 |
| 12.            | 06/30/2022   | \$1,845,797.05 |
| 13.            | 07/31/2022   | \$1,845,797.05 |
| 14.            | 08/31/2022   | \$1,845,797.05 |
| 15.            | 09/30/2022   | \$1,845,797.05 |
| 16.            | 10/31/2022   | \$1,845,797.05 |
| 17.            | 11/30/2022   | \$1,845,797.05 |
| 18.            | 12/31/2022   | \$1,845,797.05 |
| 19.            | 01/31/2023   | \$1,845,797.05 |
| 20.            | 02/28/2023   | \$1,845,797.05 |
| 21.            | 03/31/2023   | \$1,845,797.05 |
| 22.            | 04/30/2023   | \$1,845,797.05 |
| 23.            | 05/31/2023   | \$1,845,797.05 |
| 24.            | 06/30/2023   | \$1,845,797.14 |

**EXHIBIT B**

| <u>Manufacturer</u> | <u>Model</u>                 | <u>Description</u> | <u># of Units</u> | <u>Expected Delivery</u>            |
|---------------------|------------------------------|--------------------|-------------------|-------------------------------------|
| Bitmain             | Antminer S9 (13-14 TH)       | ASIC Bitcoin Miner | 2,000             | Currently installed and operational |
| Bitmain             | Antminer S17+ (73 TH)        | ASIC Bitcoin Miner | 315               | Current installed and operational   |
| Canaan              | AvalonMiner A1166Pro (75 TH) | ASIC Bitcoin Miner | 152               | Current installed and operational   |
| Canaan              | AvalonMiner A1166Pro (78 TH) | ASIC Bitcoin Miner | 75                | Current installed and operational   |
| Canaan              | AvalonMiner A1166Pro (81 TH) | ASIC Bitcoin Miner | 422               | Current installed and operational   |
| Canaan              | AvalonMiner A1246 (85 TH)    | ASIC Bitcoin Miner | 140               | Current installed and operational   |
| Canaan              | AvalonMiner A1246 (87 TH)    | ASIC Bitcoin Miner | 11                | Current installed and operational   |
| Miner-Va            | MV7 (100 TH)                 | ASIC Bitcoin Miner | 15,000            | Oct-Dec 2021                        |
| Bitmain             | Antminer S19j (90 TH)        | ASIC Bitcoin Miner | 2,400             | Nov 2021 - Oct 2022                 |

**Equipment Description**

|                      | <b>Schedule of Miner Deliveries</b> |                              |               | <b>Schedule of Payments for Miners to Be Delivered</b> |                              |                     |
|----------------------|-------------------------------------|------------------------------|---------------|--|------------------------------|---------------------|
|                      | <b>Miner-Va MV7</b>                 | <b>Bitmain Antminer S19j</b> | <b>Total</b>  | <b>Miner-Va MV7</b>                                    | <b>Bitmain Antminer S19j</b> | <b>Total</b>        |
| Apr-21               | -                                   | -                            | -             | \$44,032,500   | \$3,798,000                  | \$47,830,500        |
| May-21               | -                                   | -                            | -             | -  | \$211,000                    | \$211,000           |
| Jun-21               | -                                   | -                            | -             | \$14,677,500   | \$211,000                    | \$14,888,500        |
| Jul-21               | -                                   | -                            | -             | -  | \$211,000                    | \$211,000           |
| Aug-21               | -                                   | -                            | -             | -  | \$211,000                    | \$211,000           |
| Sep-21               | -                                   | -                            | -             | \$14,677,500   | \$211,000                    | \$14,888,500        |
| Oct-21               | 5,000                               | -                            | 5,000         | -  | \$738,500                    | \$738,500           |
| Nov-21               | 5,000                               | 200                          | 5,200         | -  | \$738,500                    | \$738,500           |
| Dec-21               | 5,000                               | 200                          | 5,200         | -  | \$738,500                    | \$738,500           |
| Jan-22               | -                                   | 200                          | 200           | -  | \$738,500                    | \$738,500           |
| Feb-22               | -                                   | 200                          | 200           | -  | \$738,500                    | \$738,500           |
| Mar-22               | -                                   | 200                          | 200           | -  | \$738,500                    | \$738,500           |
| Apr-22               | -                                   | 200                          | 200           | -  | \$738,500                    | \$738,500           |
| May-22               | -                                   | 200                          | 200           | -  | \$527,500                    | \$527,500           |
| Jun-22               | -                                   | 200                          | 200           | -  | \$527,500                    | \$527,500           |
| Jul-22               | -                                   | 200                          | 200           | -  | \$527,500                    | \$527,500           |
| Aug-22               | -                                   | 200                          | 200           | -  | \$527,500                    | \$527,500           |
| Sep-22               | -                                   | 200                          | 200           | -  | \$527,500                    | \$527,500           |
| Oct-22               | -                                   | 200                          | 200           | -  | -                            | -                   |
| <b>Total</b>         | <b>15,000</b>                       | <b>2,400</b>                 | <b>17,400</b> | <b>\$73,387,500</b>                                    | <b>\$12,660,000</b>          | <b>\$86,047,500</b> |
| <b>Spent to Date</b> | -                                   | -                            | -             | <b>\$58,710,000</b>                                    | <b>\$4,220,000</b>           | <b>\$62,930,000</b> |
| <b>Remaining</b>     | <b>15,000</b>                       | <b>2,400</b>                 | <b>17,400</b> | <b>\$14,677,500</b>                                    | <b>\$8,440,000</b>           | <b>\$23,117,500</b> |

**WASTE DISPOSAL AGREEMENT**

**BY AND BETWEEN**

**SCRUBGRASS GENERATING COMPANY, L.P.**

**AND**

**COAL VALLEY SALES CORPORATION**

**Dated as of February 12, 2002**

**SCRUBGRASS PROJECT**

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## WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT, dated as of February 12, 2002, (“Agreement”), is made and entered into by and between SCRUBGRASS GENERATING COMPANY, L.P., a Delaware limited partnership (“SCRUBGRASS”), and COAL VALLEY SALES CORPORATION, a Pennsylvania corporation (the “Operator”).

### RECITALS

WHEREAS, SCRUBGRASS owns a waste coal fired small power production facility in Scrubgrass, Pennsylvania for which it desires to obtain reliable sources of bituminous coal refuse materials for use as fuel in the Facility and sites for the disposal of ash produced by the Facility;

WHEREAS, Operator has the right to remove coal refuse materials from, and to dispose of ash at, various sites in Allegheny County, Pennsylvania and plans to acquire the right to remove coal refuse materials from, and to dispose of ash at, additional sites in Allegheny County, Pennsylvania and other locations in western Pennsylvania;

WHEREAS, such coal refuse materials have no market value and Operator desires to arrange for the disposal of the coal refuse and to utilize ash produced by the Facility in the reclamation of the properties on which the coal refuse materials are located; and

WHEREAS, Resource Development Partners (“RDP”) assigned to Operator all of its right, title and interest in that certain Waste Disposal Agreement between RDP and SCRUBGRASS dated as of March 15, 1993 (the “Existing Agreement”) and SCRUBGRASS consented to such assignment on September 18, 2001; and

WHEREAS, SCRUBGRASS and Operator desire to enter into an arrangement for the removal of such coal refuse materials and the disposal of ash produced by the Facility on the properties which coal refuse materials are located;

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

As used herein, the following terms shall have the meanings set forth below, in both singular and plural forms:

“Ash” means ash generated by the Facility for which the DEP has issued a beneficial use approval or any similar type of approval.

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“Average Quality Characteristics” means the average quality characteristics of Waste Coal from the specified Stockpile set forth in Exhibit C, and determined from the samples obtained pursuant to Exhibit D.

“Calendar Year” means the period of twelve (12) consecutive months beginning on January 1, 2002 and on the same day of each year thereafter for an additional twelve (12) month period during the term of this Agreement.

“DEP” means the Pennsylvania Department of Environmental Protection.

“Easement Agreement” means the form of Easement Agreement attached hereto as Exhibit G.

“Effective Date” means the date of this Agreement.

“Facility” means the waste coal fired small power production facility located in Scrubgrass, Pennsylvania, together with appurtenant facilities owned by SCRUBGRASS.

“Force Majeure” or “Force Majeure Event” means occurrences beyond the reasonable control of the party affected, including without limitation, acts of God, changes of Law which prohibit the disposal of Ash as contemplated hereunder, government denial or failure to issue or renew any license or permit (so long as such denial or failure is not based upon a violation of Law or other permits held by the applicant, or other misconduct on or fault of the part of the applicant), civil strife, war, acts of a public enemy, lightning, fires, explosions, severe storms or floods, strikes and labor disputes, equipment failures (other than equipment failures that could have been prevented by regular and ordinary maintenance and repair of the equipment), and a slowdown in production or a shutdown of the Facility. In addition, it shall be a Force Majeure Event if a substance is detected in the Ash (x) which is not regularly tested for in the sampling and testing program set forth in Exhibit D, and (y) which is damaging or detrimental to the reclamation of the site.

“Forecast” means a statement prepared by SCRUBGRASS each year in accordance with Section 2.2 which includes, among other matters, an estimate of the tonnage of Waste Coal which SCRUBGRASS anticipates taking from the Stockpiles and an estimate of the tonnage of ash to be returned to the Stockpiles during each Contract Year.

“Handling Fee” means the fee payable to Operator by SCRUBGRASS for all management, handling, and unloading activities hereunder which is further described in Section 5.1.

“Hazardous Substance” means any of the following: (a) petroleum including crude oil or any fraction thereof; (b) a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, from time to time, and the regulations promulgated thereunder; (c) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and the regulations promulgated thereunder; (d) any “hazardous waste” as defined by the Pennsylvania Solid Waste Management Act No. 97 of 1980, as amended from time to time, and the regulations promulgated thereunder; (e) any substance the use or presence of which on the Site is prohibited by any federal, state or local law, rule ordinance or regulations similar to those set forth in this definition; and (f) any other substance

which by federal, state or local law, rule ordinance or regulation or by order or decree of any court or other governmental authority having jurisdiction requires special handling in its collection, storage, treatment or disposal. Hazardous Substance shall be construed to have the broader, more encompassing definition where there exists a conflict in the definitions employed by two or more governmental agencies having concurrent or overlapping jurisdiction over waste generated by Operator or others.

“Laws” means all applicable laws, regulations, ordinances, codes, permits, licenses and other governmental requirements.

“Loading Point” means each location at the Stockpiles selected by Operator and approved by SCRUBGRASS for the loading of Waste Coal onto SCRUBGRASS’s trucks for delivery to the Facility pursuant to this Agreement.

“Regular Laboratory” means the laboratory selected by the parties from time to time which analyzes samples of the Waste Coal from the Stockpile and Facility, as is described in further detail in Exhibit D.

“Rejection Limits” means the rejection limits set forth in Exhibit C and the other requirements of Waste Coal set forth in the definition of Waste Coal.

“Schedule” means the monthly notice provided by Scrubgrass to Operator in accordance with Section 1.3 which specifies, among other matters, the Stockpiles from which Waste Coal will be removed during the following month, the tonnage of Waste Coal to be removed from such Stockpiles during the following month, the tonnage of Ash to be disposed of at the Sites during the following month, and the times and dates that such deliveries and removals shall occur.

“SCRUBGRASS” means Scrubgrass Generating Company, L.P.

“Sites” means the portions of the properties on which the Stockpiles are located that have been selected by the Operator and approved by Scrubgrass for Ash utilization and disposal.

“Stockpiles” means the stockpiles of coal refuse material which are located on the properties more particularly described in Exhibit A and the additional properties that may be added to Exhibit A pursuant to Section 2.1(b) hereof.

“Waste Coal” means bituminous coal refuse materials of a quality which meets or exceeds the Rejection Limits and which are “solid waste” within the meaning of Section

1004(27) of the Resource Conservation and Recovery Act, as amended from time to time or any successor thereto, 42 U.S.C. Section 2903(27), and Treasury Regulation 1.103-8(f)(2)(ii)(b), as amended from time to time. The Waste Coal shall not be or include, now or hereafter, any Hazardous Substances.

## ARTICLE II

### DISPOSAL OF WASTE COAL AND ASH

#### 2.1. Exclusive Right.

(a) Operator shall provide SCRUBGRASS with Waste Coal for the Facility and hereby grants to SCRUBGRASS the exclusive right to remove or have removed any and all Waste Coal now in or hereafter placed on the Stockpiles during the term of this Agreement. The parties estimate that the Stockpiles contain the quantities of Waste Coal set forth on Exhibit A hereto as of execution of this Agreement.

(b) Operator shall use its best efforts to obtain control over the Waste Coal supplies listed in Exhibit H hereto as soon as possible after the execution of this Agreement. Operator hereby grants to SCRUBGRASS a right of first refusal with respect to the exclusive right to remove or have removed any and all Waste Coal now in or hereinafter placed on the Waste Coal supplies listed in Exhibit H over which Operator obtains control and any other Waste Coal supplies in western Pennsylvania over which Operator obtains control. Upon obtaining control over any such Waste Coal supply, Operator shall promptly supply a written notice setting forth the location of such supply together with the information required by Section 2.8 hereto. SCRUBGRASS shall have ninety (90) days from the receipt of such notice to elect in writing to exercise its right to first refusal and to have such Waste Coal supply added to Exhibit A hereto and to Exhibit A to the Security Agreement. SCRUBGRASS shall have no obligation to exercise its right of first refusal with respect to any of the Waste Coal supplies listed on Exhibit H or any other Waste Coal supplies over which Operator gains control.

2.2. Annual Forecast. Sixty (60) days prior to the beginning of each Calendar Year, SCRUBGRASS shall prepare a waste disposal forecast for such\* year (the "Forecast") which shall include an estimate of the tonnage of the Waste Coal to be taken by SCRUBGRASS from the Stockpiles during that Calendar Year. Such removal schedule shall be determined by SCRUBGRASS in its sole discretion. SCRUBGRASS may adjust the Forecast from time to time during the Calendar Year. The Forecast is only an estimate made to facilitate planning and coordination between the parties and the parties shall have no obligation to take or supply Waste Coal in the quantities specified therein.

2.3. Minimum Take. Beginning in the Calendar Year 2002 in which SCRUBGRASS takes Waste Coal from the Stockpiles and in each Calendar Year thereafter, SCRUBGRASS shall take, and Operator shall deliver at least three hundred thousand (300,000) tons of Waste Coal from the Stockpiles, so long as there is a sufficient quantity of Waste Coal meeting the Average Quality Characteristics available from the Stockpiles. If SCRUBGRASS and the Operator do not sign this WASTE DISPOSAL AGREEMENT prior to January 1, 2002, then the Minimum Take shall not apply during the Calendar Year 2002. If deliveries are suspended, pursuant to Section 4.1 or as a result of a Force Majeure Event or rejected pursuant to Section 4.3, SCRUBGRASS shall not be obligated to take, and Operator shall not be obligated to deliver, the minimum quantity specified in this Section 2.3. In such event, the obligation to take Waste Coal shall be reduced for the applicable Calendar Year or Years by the amount of Waste Coal which would have otherwise been taken from the Stockpile during the period of suspension or Force Majeure in accordance with the

Forecast and Schedule in effect as of the suspension or Force Majeure Event.. The parties acknowledge that no payment is being made for the Waste Coal to be disposed of hereunder. If SCRUBGRASS fails to take the foregoing minimum quantities of Waste Coal in any Calendar Year, SCRUBGRASS shall pay to Operator Handling Fees for such Calendar Year in an amount equal to the Handling Fees that would have been paid to Operator if SCRUBGRASS had taken the foregoing minimum quantities of Waste Coal during such Calendar Year. SCRUBGRASS shall receive a credit against the Handling Fees due and payable to Operator in subsequent Calendar Years for the quantities, if any, of Waste Coal taken in such subsequent Calendar Year(s) that are in excess of the foregoing minimum quantities. Such credit shall be equal to (i) the Handling Fees actually paid to Operator in any Calendar Year during which SCRUBGRASS does not take the foregoing minimum quantities, minus (ii) the Handling Fees due to Operator for such Calendar Year for the quantities of Waste Coal actually taken during that Calendar Year.

2.4. [Reserved]

2.5. Deliveries of Ash. SCRUBGRASS shall have the right, but not the obligation, to dispose of Ash at the Sites in quantities not to exceed the lesser of (i) the tonnage of the Waste Coal taken from the Stockpiles or (ii) the quantity of Ash allowed to be disposed of at a Site pursuant to the DEP permit or other authorization for the disposal of Ash at that Site. Operator shall receive, handle and utilize the Ash solely at its own cost and expense in accordance with the provisions of this Agreement and the use restrictions set forth in Exhibit E. Operator may utilize or dispose of the Ash only at those Sites which have been approved and permitted by all federal, state and local governmental authorities which are required to issue permits for Ash disposal. Operator shall have no obligation to take Ash in violation of any restrictions in permits issued in connection with Ash disposed of at the Stockpile sites.

2.6. Disposal of Hazardous Substances. Operator covenants not to dispose of any Hazardous Substance, municipal solid waste, residual waste or any other waste material except Ash or Waste Coal as provided herein on the Stockpiles (including, but not limited to, residual soil and groundwater).

2.7. Testing, Title and Environmental Reports.

(a) Operator shall, at its own expense, have performed tests to verify the quality and quantity of the coal refuse materials contained in the Stockpiles listed on Exhibits A and H hereto and shall have a title report and a certified survey prepared for each such stockpile (such survey shall indicate the location of all easements and other encumbrances affecting the property covered by the Stockpile). Such tests, title report and surveys shall be performed by an entity and in a manner, and the report delivered on the results of such testing and the surveys shall be in a form, reasonably acceptable to SCRUBGRASS. Operator shall have such testing and title report on, and surveys of, such stockpiles completed and a final report and surveys delivered to SCRUBGRASS within forty-five (45) days of the execution of this Agreement. Operator shall use its best efforts to remove or cure any title defect on any Stockpile that would prevent SCRUBGRASS taking Waste Coal from or disposing of Ash on such Site or obtaining title insurance, at commercially reasonable rates, on its security interest in such Stockpile. In the event that Operator fails to cure or remove any title defect that prevents SCRUBGRASS from obtaining title insurance, at commercially reasonable rates, on its security interest in a Stockpile,



SCRUBGRASS shall have the option to remove such Stockpile from Exhibit A. SCRUBGRASS, in its sole discretion, may advance funds to Operator to pay for such testing, title reports and surveys. In the event that SCRUBGRASS advances funds to Operator for such purposes, the amount of such advances shall be credited against any Handling Fees that SCRUBGRASS owes to Operator under Section 5.1 hereof.

(b) SCRUBGRASS may, at its own cost and expense, have a Phase I environmental study performed on each of the Stockpiles by an environmental consultant reasonably acceptable to SCRUBGRASS and Operator. SCRUBGRASS and Operator agree that ENSR Consulting and Engineering is an acceptable environmental consultant. In the event that any such environmental study indicates that there may be hazardous materials or substances located in any Stockpile, SCRUBGRASS shall have the option to remove such Stockpile from Exhibit A or H hereto and shall have no obligation to accept, and Operator shall not deliver, any Waste Coal from such Stockpile. SCRUBGRASS may exercise this option by providing written notice to Operator. Operator shall have no obligation to perform any environmental remediation or clean-up, other than site reclamation, to allow SCRUBGRASS to take Waste Coal from a Stockpile.

### ARTICLE III

#### HANDLING OF WASTE COAL AND ASH

3.1. Transportation. Scrubgrass at its sole cost and expense shall transport the Waste Coal from the Stockpiles to the Facility and Ash from the Facility to the approved Sites. Scrubgrass shall supply the trucks required for hauling at its sole expense. Operator shall cooperate with SCRUBGRASS's hauling contractor in coordinating loading, unloading, weighing and other related activities hereunder.

3.2. Loading. Operator shall provide all necessary personnel and equipment to load Waste Coal from the Stockpiles onto SCRUBGRASS's trucks and to unload Ash from SCRUBGRASS's trucks and handle the Ash at the Sites as required for the operation of the Facility, and shall provide all necessary personnel and equipment to "farm" fines contained in the Stockpiles to reduce the moisture content, at its sole cost and expense, and shall manage all such activities in a commercially reasonable manner. Operator shall make available at the Stockpiles from which SCRUBGRASS will be removing Waste Coal the appropriate loading and unloading equipment in such numbers as are necessary to make the deliveries required under this Agreement, and any other equipment necessary to manage and handle the Waste Coal or Ash. All such equipment, tools and consumables, shall be provided at the sole cost and expense of Operator. Operator and any contractor it may use to load, unload or handle Waste Coal or Ash shall maintain insurance as required by Article MU of this Agreement. Scrubgrass and its designees shall be additional insureds with respect to any such coverages.

3.3. Monthly and Annual Schedules. On or before the twentieth (20th) day of each month during the term of this Agreement following the Effective Date, SCRUBGRASS shall transmit to Operator a Monthly Schedule indicating the quantities of Waste Coal which it expects to receive from Operator for each day during the following month and the quantities of Ash to be disposed at the Sites during the following month. The Schedule shall also designate the specific

Stockpile or Stockpiles from which Waste Coal will be taken in the following month and the specific Site or Sites at which Ash will be disposed. The Schedule may indicate that loading and hauling may be required seven (7) days a week from 6:00 a.m. through 10:00 p.m., or established operating hours as mutually agreed to by SCRUBGRASS and the Operator for specific Stockpiles. SCRUBGRASS may adjust and update the Schedule from time to time during each month, provided that SCRUBGRASS gives Operator three (3) days advance notice of any such adjustment. Such three (3) day notice shall not be required in the event of an emergency or in the event that SCRUBGRASS elects to take Waste Coal from Stockpiles other than those specified in the Schedule due to a suspension under Section 4.1 hereof. Unless otherwise agreed by the parties, Operator shall provide all handling, loading and unloading services in accordance with the Schedule. The Monthly Schedule shall also designate the specific Stockpile or Stockpiles from which Waste Coal will be taken in the following month and the specific Site or Sites at which Ash will be disposed.

Additionally, or before the twentieth (20<sup>th</sup>) day of each November during the term of this Agreement following the Effective Date, SCRUBGRASS shall transmit to Operator an Annual Schedule indicating the quantities of Waste Coal which it expects to receive from Operator for each month during the following Calendar year and the quantities of Ash to be disposed at the Sites during the each month. Operator shall charge Scrubgrass the Base Fee calculated on such quantities per the Base Fee Table in Section 5.1.a. The Annual Schedule shall also designate the specific Stockpile or Stockpiles from which Waste Coal will be taken in the following Calendar year and the specific Site or Sites at which Ash will be disposed.

3.4. Permits. Operator shall obtain, at its own expense, any and all permits necessary for the removal of Waste Coal from the Stockpiles and for the disposal of Ash at the Sites. Such permits shall be obtained within the time frames that are reasonably requested by SCRUBGRASS. Notwithstanding anything to the contrary in this Agreement, including, but not limited to, Section 2.6, SCRUBGRASS shall have no obligation to take any Waste Coal from a Stockpile until the Operator has obtained a permit for the disposal of Ash at the Sites located at such Stockpile. Operator shall submit the initial application for such permits within forty-five (45) days of the receipt of written notice from SCRUBGRASS that it intends to take Waste Coal from such. Stockpile or to dispose of Ash at such Site and shall promptly submit such additional information as may be requested by the governmental entity reviewing such application. Operator shall keep SCRUBGRASS regularly informed regarding the status of obtaining such permits. SCRUBGRASS will assist Operator in obtaining permits required hereunder by providing Operator with any information needed in order to obtain permits required hereunder. In the event that SCRUBGRASS, in its sole discretion, elects to obtain a permit in connection with any of the Stockpiles or Sites, Operator will take such actions as are reasonably requested by SCRUBGRASS to assist SCRUBGRASS in obtaining such permit.

3.5. Handling by SCRUBGRASS. Except in the case of a Force Majeure Event (other than a strike or labor dispute that prevents Operator, but does not prevent SCRUBGRASS, from performing Operator's obligations under this Agreement), in the event that Operator fails to handle the Waste Coal or Ash in accordance with its obligations hereunder for a one (1) week period, then SCRUBGRASS in its sole discretion, may load Waste Coal and unload Ash until such time as Operator demonstrates that it is prepared to resume its obligations hereunder. In such case Operator shall provide SCRUBGRASS or its contractor(s) with access to Loading Points at the Stockpile at

such times as may be reasonably required by SCRUBGRASS. No Handling Fee shall be payable for the period that SCRUBGRASS loads the Waste Coal and unloads Ash. Operator shall reimburse SCRUBGRASS for costs reasonably incurred by SCRUBGRASS in connection with such handling activities to the extent such costs exceed the Handling Fee that would have otherwise been payable to Operator hereunder pursuant to Section 5.1 and SCRUBGRASS may exercise its offset rights pursuant to Section 5.3. SCRUBGRASS shall be entitled to rely on permits obtained by Operator regarding such operations to the full extent permitted by law. Operator will take any and all actions necessary to allow SCRUBGRASS to remove Waste Coal from the Stockpiles and to dispose of Ash at the Sites under Operator's permits. While performing under this Section 15, SCRUBGRASS shall comply with applicable permit requirements and restrictions.

3.6. Payment of Taxes. Operator shall pay all applicable federal, state and local taxes, or assessments required by law, including, but not limited to any federal coal excise tax imposed, or pursuant to any collective bargaining agreement in connection with and on any coal, ash, mining, or other activities relating to coal or ash, including without limitation, reclamation activities. Operator shall hold SCRUBGRASS harmless, and defend SCRUBGRASS upon demand, from any tax claims, liens, assessments or any other costs or expenses associated with the coal, ash or mining, transporting or other activities related to the coal and ash. SCRUBGRASS shall cooperate with Operator in the event that there is ever an imposition of any taxes on the Waste Coal and Operator, at its sole cost and expense, deems it advisable to challenge such imposition. If during the term of this Agreement there are changes in the federal, state or local tax laws, or in the federal, state or local regulation of the removal of Waste Coal or the disposal of Ash, not known or foreseeable at the time of signing this Agreement (other than changes in the federal, state or local tax laws that effect the amount of taxes paid by the Operator on its income, revenues or net worth) which become effective and which effect the cost of performance under this Agreement, Operator shall promptly notify SCRUBGRASS in writing and submit detailed documentation of such effect in terms of cost of performing under this Agreement. Within sixty (60) days following the receipt of such notice, SCRUBGRASS shall elect in writing to either (i) reimburse Operator for such increased costs that Operator is required to pay in connection with the performance of its obligations under this Agreement as a result of such changes, or (ii) terminate this Agreement without further liability to the Operator (except for Handling Fees due and owing to the Operator hereunder at the time of termination). In the event that SCRUBGRASS elects to reimburse Operator for its increase tax liability or regulatory costs, Operator shall provide SCRUBGRASS as part of the invoice submitted by Operator to SCRUBGRASS pursuant to Section 5.1 (b) a detailed statement showing the computation of such increased tax liability or regulatory costs. If during the term of this Agreement the Operator's cost of performance under this Agreement increases due to union activities at the Stockpiles that is not known or foreseeable at the time of signing this Agreement, Operator shall promptly notify SCRUBGRASS in writing and submit detailed documentation of such effect in terms of cost of performing under this Agreement. Operator shall use its best efforts to minimize any such costs. Upon concurrence by SCRUBGRASS as to the effect of such changes SCRUBGRASS shall elect in writing to either (i) make an equitable adjustment in compensation pursuant to a mutually agreed upon amendment to this Agreement, or (ii) terminate this Agreement without further liability to the Operator (except for Handling Fees due and owing to the Operator hereunder at the time of termination).

3.7 Access to the Stockpile and Site. Operator shall provide SCRUBGRASS and its contractors with free access to the Stockpiles and Sites for any purposes reasonably related to

performance under this Agreement. Operator also shall provide SCRUBGRASS or its contractors with adequate access roads and space at the Stockpiles or Sites, as the case may be, for any sampling, testing, storage, farming of fines, loading, unloading and removal areas required for the removal of Waste Coal by SCRUBGRASS pursuant to Section 3.5, for deposit of any rejected deliveries pursuant to Section 4.3, and for the disposal of Ash. In connection with providing such access, Operator shall execute and deliver to SCRUB GRASS an Easement Agreement in the form attached hereto as Exhibit G for each of, the properties listed on Exhibit A at the time of entering into this Agreement and for each additional property added to Exhibit A pursuant to Section 2.1 (b) hereof at the time such property is added to Exhibit A. SCRUBGRASS shall comply with any applicable state and federal regulations and safety rules and procedures which Operator may from time to time have in force at the Stockpiles or Sites so long as SCRUBGRASS has been given written notice of such rules and procedures.

#### ARTICLE IV

#### DELIVERIES

4.1. Waste Coal. Quality, Suspension of Deliveries. Waste Coal provided by Operator hereunder shall conform to the Average Quality Characteristics for the Stockpile specified in Exhibit C on an as received twenty-four (24) hour basis, as determined by the sampling and testing program set forth in Exhibit D. If the weighted average of the quality characteristics of the Waste Coal taken from the Stockpile to the Facility fails to conform to the Average Quality Characteristics for any twenty-four (24) hour period, SCRUBGRASS, by notice to Operator, may suspend taking further Waste Coal from the Stockpile from which the materials not conforming to the Average Quality Characteristics were taken. Such notice shall include the daily results of the sampling and testing program, conducted in accordance with Exhibit D, the daily tonnages delivered as determined in accordance with Section 4.5, and such other data as is deemed applicable by SCRUBGRASS. Upon receipt of such notice, Operator shall undertake diligently and in good faith all such actions as shall be necessary to correct the conditions causing the Waste Coal to deviate from the Average Quality Characteristics. Such suspension shall continue until Operator provides adequate assurances in writing to SCRUBGRASS that conditions have been corrected and SCRUBGRASS has accepted Operator's assurances in writing, which acceptance shall not be unreasonably withheld or delayed. If Operator is unable to correct the condition prompting the suspension within sixty (60) days after receipt of a notice of suspension, SCRUBGRASS shall have the right, but not the obligation, to remove the Stockpile from which the Waste Coal taken failed to conform to the Average Quality Characteristics from Exhibit A hereto or to terminate this Agreement- without further liability hereunder (except with regard to Handling Fees due and owing to Operator at the time of such termination). During any such period of suspension, SCRUBGRASS may, but is not obligated to, take Waste Coal from Stockpiles other than those from which deliveries have been suspended.

4.2. Inspection of Waste Coal. SCRUBGRASS shall be entitled to conduct visual inspections and testing of all Waste Coal provided hereunder. SCRUBGRASS may, in its sole discretion, reject any truckload of Waste Coal delivered if it determines on the basis of such visual inspection or testing that such truckload of Waste Coal (a) is equal to or exceeds the sulfur, moisture, ash or size Rejection Limits set forth in Exhibit C or is equal to or less than the Btu/lb Rejection Limit set forth in Exhibit C; (b) exhibits handling characteristics which are not

compatible with SCRUBGRASS's fuel handling system (large oversize material, tramp materials, clay, or excessive wet fines); (c) does not comply with Facility permits or applicable laws or regulations concerning fuel to be used at the Facility; or (d) is contaminated with Hazardous Substances or foreign substances or materials. At the option of SCRUBGRASS any rejected truckload may be returned to Operator.

4.3. Rejection of a Delivery. Upon rejection of any truckload of Waste Coal pursuant to Section 4.2, SCRUBGRASS shall notify Operator and provide a brief written statement setting forth the date, the delivery vehicle and reasons for rejection. SCRUBGRASS shall take a sample of the materials contained in any rejected truckload and shall have such sample tested in accordance with Exhibit D. If the sample taken from the rejected truckload indicates that SCRUBGRASS was entitled to reject the truckload, the cost of transportation and handling of such load from the Stockpile to the Facility, and if applicable, from the Facility back to the Stockpile, and of the testing shall be borne by Operator. If SCRUBGRASS was not entitled to reject the truckload pursuant to Section 4.2, SCRUBGRASS shall bear any transportation, handling and testing costs incurred as a result of its rejection of the truckload.

4.4. Waste Coal Sampling and Analysis. Procedures for, and the frequency of, Waste Coal sampling and analysis shall be established in accordance with Exhibit D. In addition, SCRUBGRASS may collect samples from each truckload delivered, and may take samples directly from the Stockpiles for analysis as it deems necessary or advisable. SCRUBGRASS shall deliver to Operator on a daily basis, or such otherwise mutually agreed upon time interval, quality reports for all Waste Coal shipped during the previous day, together with a manifest indicating the source of shipment for each truckload shipped.

4.5. Weighing and Reporting. To determine the weight of the Waste Coal removed from the Stockpile to the Facility, each truck that has been loaded with Waste Coal shall be weighed on a calibrated scale upon arrival at the Facility, and shall be weighed again, either on a calibrated scale at the Facility or by an on board scale system that has been installed on SCRUBGRASS's trucks, prior to its departure from the Facility after the Waste Coal has been unloaded. Trucks shall also be weighed prior to departure from the Facility if Ash is loaded for removal to the Site. SCRUBGRASS shall provide Operator on a daily basis, or such otherwise mutually agreed upon time interval, reports specifying the tonnage of Waste Coal removed from the Stockpiles to the Facility and the tonnage of Ash loaded for removal to the Sites. Operator shall be entitled upon reasonable notice to SCRUBGRASS to inspect the measurement data and conduct tests on the accuracy of the scale, or review reports of any such tests conducted by SCRUBGRASS, in order to verify the accuracy of SCRUBGRASS's measurements. If the weighing devices at the Facility are at any time found to be more than two (2%) percent in error, an equitable adjustment in the amount appropriate will promptly be made, or in the absence of definite information -as to when such error began, the adjustment will be made on the basis of such error having existed for one-half the time between the discovery of the error and the most recent test indicating that the weighing devices were accurate. If the scale at the Facility fails to operate, the weight of Waste Coal taken or Ash delivered shall be determined by the on board scale systems that may be installed on SCRUBGRASS's trucks. If such onboard scale systems have not been installed on SCRUBGRASS's trucks, the per-truck weight of the Waste Coal taken or Ash delivered shall be deemed to be the average per-truck weight of Waste Coal and Ash during the previous thirty (30) day period. Scrubgrass shall make reasonable efforts to promptly repair the scale at the Facility.

4.6. Title. Title to and risk of loss of Waste Coal supplied by Operator, and risk of damage or injury to third parties or the environment shall pass to SCRUBGRASS when Waste Coal is loaded on SCRUBGRASS's trucks at the Stockpile. Title to, risk of loss of, and risk of damage or injury resulting from any materials accepted at the Facility which are not Waste Coal and which were contained in the Waste Coal when loaded onto SCRUBGRASS's trucks at the Stockpile, and liability for costs associated with the delivery or disposal thereof, shall always remain with Operator. Title and risk of loss of Ash disposed of at the Sites, and risk of damage or injury to third parties or the environment, shall pass to Operator when Ash is unloaded at the Site. Title to, risk of loss of, and risk of damage or injury resulting from any materials disposed of at the Sites which are not Ash, and the liability for costs associated with the delivery is disposal thereof, shall always remain with SCRUBGRASS.

4.7. Indemnification

(a) Operator shall indemnify, defend and hold harmless SCRUBGRASS, its affiliates, directors, officers, employees, agents, partners, contractors and assigns from all expenses (including reasonable attorneys fees) losses, claims or liabilities (including fines, penalties or other liability imposed by a governmental agency) for injury to or death of any person, for damage to or destruction of (including environmental pollution) any property, and for violation of any federal, state or local law, rule of ordinance (including laws respecting protection of the environment) arising out of, or in connection with Operator's loading of waste coal or unloading, use, storage or disposal of Ash acquired from SCRUBGRASS pursuant to this Agreement Operator will not be required to indemnify SCRUBGRASS for any injury, damage or violation to the extent caused by SCRUBGRASS's gross negligence or willful misconduct.

(b) SCRUBGRASS shall indemnify, defend and hold Operator, its directors, officers, employees, agents, parties, contractors and assigns harmless from all expenses (including reasonable attorneys fees) losses, claims or liabilities (including fines, penalties or other liability imposed by a governmental agency) for injury to or death of any person, for damage to or destruction of (including environmental pollution) any property, and for violation of any federal, state or local law, rule of ordinance (including laws respecting protection of the environment) which is in any manner connected with or arises out of the occurrence of Hazardous Materials in the Ash or out of SCRUBGRASS's activities on the Site, and at SCRUBGRASS's expense, shall defend any such action for injury, damage or violation as may be brought against Operator, its directors, officers, employees, agents, contractors, and assigns; provided, however, SCRUBGRASS will not be required to indemnify Operator for any injury, damage or violation to the extent caused by Operator's gross negligence or willful misconduct. In addition, SCRUBGRASS will not be required to indemnify Operator or have any continuing liability to Operator with respect to the Ash if the Ash is commingled with any other materials.

4.8. Demurrage. Except in the case of a Force Majeure Event, Operator shall cause SCRUBGRASS's trucks to unload Ash in a manner that will permit SCRUBGRASS's trucks to achieve a total turn around time of ten (10) minutes or less on a daily average basis measured on a gate-to-gate basis as the total time interval between the time SCRUBGRASS's trucks enter and exit the Ash unloading area at the Site. SCRUBGRASS's trucks shall not arrive at the gate to the Ash unloading Area more often than in ten (10) minute intervals. In the event that one of SCRUBGRASS's trucks arrives at the gate to the Ash unloading area within ten (10) minutes of

the arrival time of SCRUBGRASS's immediately preceding truck, then for purposes of calculating the total turn-around time of such truck the truck shall be deemed to have arrived at Operator's gate at the earlier of (i) ten (10) minutes after the arrival time of SCRUBGRASS's immediately preceding truck or (ii) the time Operator completes unloading Ash from SCRUBGRASS's immediately preceding truck. SCRUBGRASS's trucks shall keep detailed records on tuna around time. If a dispute arises between SCRUBGRASS and Operator as to average turn around time, SCRUBGRASS shall furnish to Operator copies of the records concerning turn around time that it receives from its independent trucker. When determining the daily average turn around time, any trucks arriving at the gate to the Ash unloading area prior to established operating hours shall not be considered. If the total turn around for SCRUBGRASS's trucks exceeds ten (10) minutes on a daily average basis for unloading of Ash, SCRUBGRASS shall be entitled to deduct from the Handling Fees payable to Operator under this Agreement a demurrage charge equal to the demurrage charge assessed SCRUBGRASS under any hauling or transportation contract entered into by SCRUBGRASS to provide for the transportation of Ash from the Facility to the Site.

4.9. Road Bonding. Operator, at its expense, shall bond and maintain the road access for sites.

ARTICLE V

FEES

5.1. Handling Fee.

(a) Scrubgrass shall pay Operator a management, handling, loading and unloading fee for all services provided hereunder with respect to the Waste Coal and the Ash in accordance with the following schedule of base fee's and volume adjustment calculations (the "Handling Fee"):

Base Fees Table

| Aggregate Tons of Waste Coal Loaded Onto Scrubgrass's Trucks During Calendar Year From Ali Stockpiles | Amount of Base Handling Fee's For All Waste Coal Loaded Onto Scrubgrass's Trucks At Sites With Ash Disposal | Amount of Base Handling Fee's For All Waste Coal Loaded Onto Scrubgrass's Trucks At Sites Without Ash Disposal |
|---|---|--|
| Less than or equal to 300,000 tons  | \$5.40 per ton  | \$3.90 per ton   |
| Greater than 300,000 tons, but less than or equal to 400.000 tons                                     | \$5.20 per ton  | \$3.70 per ton   |

|   |                |                |
|---|----------------|----------------|
| Greater than 400,000 tons, but less than or equal to 500,000 tons | \$5.00 per ton | \$3.50 per ton |
| Greater than 500,000 tons,  | \$4.60 per ton | \$3.10 per ton |
|   |                |                |

(b) A site is considered to have ash disposal if it is permitted and capable of receiving ash tonnes of more than 64 percent of the amount of the fuel tonnage taken from the site in a given billing period, or as mutually agreed by the Operator and SCRUBGRASS from time to time. It is recognized from time to time that ash return could be disrupted for short periods of time due to circumstances at a Site. In these situations the Base Handling Fee for Waste Coal loaded onto SCRUBGRASS's trucks at Sites without Ash disposal will apply. If ash disposal is disrupted for longer than four weeks, a default situation will occur.

(c) Due to variations in fuel quality, more or less fuel will be required from the Operator. To account for these variations a Volume Adjustment must be calculated and applied to the Base Handling Fee to determine the Handling Fee to be applied to each site during a billing period. The volume adjustments are calculated as follows for the aggregate tons of Waste Coal received from all sites during the billing period.

BTU Volume Adjustment, aggregate tons from all sites =-

If the Weighted Average Fuel BTU is greater than 7,500 BTU, as received - then,

$$= \frac{[(\text{If Weighted Average Fuel BTU, as received}) - (7,500 \text{ BTU, as received}) * (\$0.10/\text{Ton})}{100 \text{ BTU}}$$

or if, the Weighted. Average Fuel BTU is greater than or equal to 6,500 BTU, as received and less than or equal to 7,500 BTU, as received - then,

$$= 0$$

or if, the Weighted Average Fuel BTU is less than 6,500 BTU, as received - then,

$$= \frac{[(\text{If Weighted Average Fuel BTU, as received}) - (6,500 \text{ BTU, as received}) * (\$0.30/\text{Ton})}{100 \text{ BTU}}$$

% Sulfur Volume Adjustment, aggregate tons from all sites =



If the Weighted Average Fuel % Sulfur is greater than 2.5 % Sulfur, as received - then,

$$= \frac{[(2.50 \% \text{ Sulfur, as received}) - (\text{Weighted Average Fuel \% Sulfur, as received}) * (\$0.14/\text{Ton})]}{(0.25 \% \text{ Sulfur})}$$

or if, the Weighted Average Fuel % Sulfur is greater than or equal to 1.5 % Sulfur, as received and less than or equal to 2.5 % Sulfur, as received - then,

$$= 0$$

or if, the Weighted Average Fuel % Sulfur is less than 1.5 % Sulfur, as received - then,

$$= \frac{[(1.50 \% \text{ Sulfur, as received}) - (\text{Weighted Average Fuel \% Sulfur, as received}) * (\$0.14/\text{Ton})]}{(0.25 \% \text{ Sulfur})}$$

(d) The Handling Fee for each site during the billing period is calculated,

Handling Fee, site = Base Fee, site + BTU Volume Adjustment, aggregate tons from all sites + % Sulfur Volume Adjustment, aggregate tons from all sites

(e) The amount of the Handling Fee payable to Operator shall be determined on the basis of the actual aggregate quantities of Waste Coal loaded by Operator onto SCRUBGRASS's trucks during the Calendar Year. Operator shall submit two invoices each month. The first invoice is for the billing period from the first day through the fifteenth day of the month. The second invoice is for the billing period from the sixteenth day to the end of the month. All invoices shall be submitted by Operator within ten business days of the end of the billing period. Operator shall calculate the amount payable by SCRUBGRASS for the billing period based on the amount of the Handling Fee calculated for each fuel site. The Handling Fee shall be paid within (30) days after SCRUBGRASS's receipt of the Operator's invoice for all Waste Coal shipped during the billing period, for which quality reports have been received, together with a detailed calculation of the amount due.

(f) As of January 1, 2003, and at the beginning of each Calendar year thereafter, the amount of the Base Handling Fee set forth in 5.1(a) shall be increased over the amount of the Base Handling Fee for the previous calendar year at a rate of three and one-half (3.5%) percent per year. The Base Handling Fee rate for the years 2001 and 2002 are held the same.

(g) The Aggregate Tons of Waste Coal loaded onto Scrubgrass's Trucks during Calendar Year from all stockpiles is determined by the Annual Schedule as described in Section 3.3, Monthly and Annual Schedules.

(h) The Handling Fee shall be the sole compensation paid to the Operator for all activities, including without limitation, environmental compliance, excavation, loading of

Waste Coal and unloading of Ash, Ash disposal and site reclamation. If SCRUBGRASS does not take Waste Coal or deliver Ash for any reason it shall not be obligated to pay the Handling Fee.

(i) On or before February 15 of each Calendar Year, Operator shall transmit to Scrubgrass a statement of the total tons of Waste Coal Loaded onto SCRUBGRASS's trucks during the immediately preceding Calendar Year from all Stockpiles. Such statement shall include an invoice for all such tons loaded priced in accordance with the Base Fee Table in Section 5.1.a, less all amounts billed to Scrubgrass during such Calendar Year (the "Annual True-Up"). If the Annual True-Up is negative (i.e., amounts invoiced to Scrubgrass exceed the Base Fee calculated according to actual tons loaded), then Scrubgrass shall deduct such amount from subsequent invoices. If the Annual True Up is positive, Scrubgrass shall pay such amount coincidentally with the next regularly scheduled payment. Any dispute regarding the Annual True-Up shall be handled as set forth in Section 17.0.

5.2. Lien Waiver. Operator waives the right to file, effect, enforce or otherwise assert any liens on, or to assert any claim against, the Facility and acknowledges and agrees that no claim for payment under this Agreement shall result in any lien on, or security interest in the Facility, except to the extent Operator is entitled to, and does obtain a judgment against SCRUBGRASS for Handling Fees that are due and owing, Operator may file a judgment lien.

5.3. Offset. SCRUBGRASS shall have the right to retain out of amounts due to Operator an amount sufficient to pay amounts due to SCRUBGRASS by Operator hereunder, to protect SCRUBGRASS from losses, damages or expenses suffered or reasonably anticipated to be suffered as a result of any breach of this Agreement by Operator or as a result of any claim asserted against SCRUBGRASS or its property which is chargeable to Operator's performance hereunder. SCRUBGRASS shall notify Operator of the extent of any such retention and provide a statement of the basis for such retention.

## ARTICLE VI

### TERM

6.1. Basic Term. This Agreement shall commence on the date of execution and delivery, and shall expire ten (10) years after January 1, 2002, unless otherwise terminated or extended in accordance with the provisions of this Agreement.

6.2. Options to Extend. Scrubgrass shall have the option to extend the term of this Agreement on all of the provisions and conditions set forth herein for five (5) additional five (5) year terms by giving notice of such extension one (I) year prior to the expiration of the then current term.

6.3. Termination by SCRUBGRASS. This Agreement may be terminated by SCRUBGRASS upon thirty (30) days written notice following the cure periods set forth below with no further liability or obligation for payment to Operator (except with regard to Handling Fees due and owing to Operator at the time of such termination):

- (a) In accordance with the Provisions of Section 3.6.: 4.1.; 5.1.b; or

(b) If Operator fails to perform any material obligations hereunder in a timely manner and fails to cure such failure within ten (10) days after notice of such default from SCRUBGRASS; or

(c) Upon the revocation, abrogation or termination by any party of the contracts pursuant to which SCRUBGRASS sells electrical power, or transmits electric power, generated by the Facility; or

(d) If the Environmental Protection Agency or any other governmental authority proposes (through publication in the Federal Register) to identify or regulate ash from coal waste, including but not limited to the ash, as hazardous waste pursuant to the Resource Conservation and Recovery Act, as amended or any successor thereto, 42 U.S.C. Section 6921 et seq; or

(e) If Operator is voluntarily or involuntarily declared bankrupt, or becomes insolvent, or is subject to dissolution or liquidation.

6.4. Termination by Operator. Subject to the provisions of Section 7.3, Operator may terminate this Agreement upon thirty (30) days written notice following the cure period set forth below without further liability or obligation for payment to SCRUBGRASS (except with regard to any liabilities incurred prior to such termination), if SCRUBGRASS fails to perform any of its obligations hereunder in a timely manner, the failure to perform such obligation would have a material adverse effect on the Operator, and SCRUBGRASS fails to cure such failure within sixty (60) days after notice of such default by Operator. In addition, Operator may terminate this Agreement upon sixty (60) days prior written notice if the reclamation at the Site has been completed.

## ARTICLE VII

### SUBCONTRACTING AND ASSIGNMENTS

7.1. By Operator. Operator may not assign any of its rights or obligations under this Agreement without the prior written consent of SCRUBGRASS, which consent shall not be unreasonably withheld; provided, however, Operator may hire a subcontractor to handle, load and. unload Waste Coal and Ash without the prior consent of SCRUBGRASS. Operator shall provide SCRUBGRASS with at least thirty (30) days prior written notice of any subcontractor that it intends to hire to perform such duties. Operator will not be relieved of any of its obligations under this Agreement as a result of hiring any subcontractor and SCRUBGRASS shall have no obligations or liabilities to any such subcontractor. In the event that SCRUBGRASS experiences problems with any such subcontractor's performance of the duties assumed by it, SCRUBGRASS shall promptly provide Operator with written notice specifying the problems experienced. Within thirty (30) days from the receipt of such a notice, the Operator will take such actions as are necessary to resolve the problems set forth in the notice to SCRUBGRASS's reasonable satisfaction. If the problems cannot be resolved to SCRUBGRASS's reasonable satisfaction within such thirty (30) day period, SCRUBGRASS by written notice can require Operator to promptly replace the subcontractor.

7.2. By SCRUBGRASS. SCRUBGRASS or its successors and assigns may from time to time assign any of its rights and obligations hereunder without the consent of Operator to any entity which owns, operates or leases the Facility\_ Any such assignment shall release SCRUBGRASS or any such assigning party from further liability with regard to the rights and obligations assigned.

7.3. Assignments to Financing Parties. SCRUBGRASS shall also have the right to assign this Agreement to SCRUBGRASS and any parties providing financing for the Facility to SCRUBGRASS or its affiliates or successors without obtaining the consent of Operator. Operator hereby consents to any such assignment and the granting of a security interest in SCRUBGRASS's rights and obligations under this Agreement to SCRUBGRASS and any financing party and further agrees that it will not terminate or suspend its obligations under this Agreement without first giving SCRUBGRASS and any such financing party about which it has been notified, a reasonable period of time, of not less than one hundred eighty (180) days, in which to cure any defaults. Operator shall notify SCRUBGRASS and such financing parties of defaults at such time as it provides SCRUBGRASS with such notice. Any curing by a financing party shall not be construed as an assumption by it of this Agreement. Operator agrees to execute any consent to assignment and such other documents in connection with any assignment to SCRUBGRASS and any financing parties, including without limitation an opinion of counsel, as such financing parties may reasonably request.

## ARTICLE VIII

### COMPLIANCE WITH LAWS, PERMITS

SCRUBGRASS and Operator shall at all times comply with all Laws in the performance of their obligations hereunder. Operator hereby covenants and warrants that it shall obtain, at its own expense, all federal, state and local licenses, approvals and permits of governmental authorities required for the performance of its obligations hereunder, and shall keep the same in effect throughout the term of this Agreement. Operator hereby indemnifies, defends and holds harmless SCRUBGRASS, its partners, contractors and representatives from and against any liability for noncompliance by Operator or its, contractors, representatives or employees with respect to any such applicable Laws.

## ARTICLE IX

### FORCE MAJEURE

A delay in or failure of performance hereunder by either party shall be excused to the extent caused by a Force Majeure Event, with the exception of payment obligations- The financial inability of either party for whatever reason to perform its obligations hereunder shall not constitute a Force Majeure Event. The foregoing provisions allowing a party to claim excuse or delay due to Force Majeure shall not relieve such party from using its best efforts to overcome or remove such Force Majeure. A party claiming such failure or delay shall give prompt notice thereof to the other party, together with a description of such efforts to overcome the Force Majeure.

ARTICLE X

DISCLAIMER OF CONSEQUENTIAL DAMAGES

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NONE OF THE PARTIES TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF OR DEFAULT UNDER THIS AGREEMENT

ARTICLE XI

SPECIFIC PERFORMANCE

If this Agreement is terminated due to Operator's failure to perform prior to the expiration of this Agreement, the parties acknowledge that this Agreement deals with a unique set of circumstances and that SCRUBGRASS will be irreparably damaged in the event this Agreement is not specifically enforced. Therefore, SCRUBGRASS shall be entitled to a temporary or permanent injunction without showing any actual damage and/or a decree that Operator shall specifically perform its obligations under this Agreement.

ARTICLE XII

FURTHER ASSURANCES, SECURITY INTEREST

Operator hereby grants a security interest to SCRUBGRASS in the Stockpiles and in any Waste Coal which is hereafter placed on the Stockpiles during the term of this Agreement. Operator shall execute such documentation and take steps as may be requested by SCRUBGRASS or its financing parties to grant, perfect and provide adequate notice to others of the security interest, including without limitation, the Security Agreement attached hereto as Exhibit F and such financing statements as SCRUBGRASS may request\_

ARTICLE XIII

INSURANCE

From and after such time as the initial deliveries shall occur under this Agreement, the parties shall maintain, or cause their subcontractor to maintain, the following insurance coverage:

- (a) Comprehensive general liability insurance for bodily injury and property damage of at least \$5,000,000 per occurrence;
- (b) Comprehensive automobile liability insurance for bodily injury or property damage covering the operation of all vehicles used in connection with the performance of any obligations under this Agreement of at least \$5,000,000 per person and \$5,000,000 per occurrence for bodily injury and \$5,000,000 per occurrence for property damage; and
- (c) Workers' compensation and employer's liability insurance of at least \$1,000,000 or, if a limit for such insurance is established by law, in such amount.

The parties shall require any contractors they may use to perform material services required under this Agreement to maintain workmen's compensation and employers liability insurance, as well as general comprehensive liability coverage. As of the initial delivery of Ash hereunder and thirty (30) days prior to each renewal of each policy, the parties shall deliver to each other certificates of insurance which evidences that the required coverages are in place. The insurers shall be required to provide at least thirty (30) days notice of cancellation of any insurance required to be carried hereunder to both SCRUBGRASS and Operator. All insurance required to be maintained hereunder shall be with insurers of recognized responsibility having the legal authority to enter into valid and enforceable contracts of insurance as insurers of the risks covered therein in the Commonwealth of Pennsylvania.

The property damage provision of Operator's General Liability Insurance policy shall be endorsed to waive all rights of subrogation against Scrubgrass and its affiliates.

Coverage shall:

- a) by "Additional Insured" endorsement add as insureds Scrubgrass, PG&E Operating Services Company, FG&E National Energy Group Company, their directors, officers, agents and employees with respect to liability arising out of work performed by or for the Operator;
- b) Be endorsed to specify that the Operator's insurance is primary and that any insurance or self-insurance maintained by Scrubgrass shall not contribute to it.

Each party shall provide thirty (30) days written notice to the other prior to cancellation, termination or reduction change to coverage.

Scrubgrass shall have the right to inspect a copy of the original policy(ies) of insurance evidencing the coverages described above.

#### ARTICLE XIV

##### REPRESENTATIONS AND WARRANTIES OF OPERATOR

Operator hereby represents and warrants as follows:

(a) There is no action, suit, investigation or proceeding pending or, to the knowledge of Operator, threatened, against Operator before any court, arbitrator or administrative or governmental body relating to the Site or the disposal of Ash on the Site.

(b) Operator is not a party to or subject to any contract, agreement, or any other restriction of any kind, and does not know of any contract, agreement or any other restriction of any kind applicable to it, which would prevent the consummation and performance of the understanding and obligations, respectively, contemplated by this Agreement, nor would any of the execution, delivery, consummation or performance of this Agreement conflict with, result in a breach of, or cause a default under any such contract, agreement or other restriction.

(c) Operator is a corporation duly organized, validly existing and in good standing under the laws of Pennsylvania.

(d) Operator's execution, delivery and performance of this Agreement have been and are duly authorized by all requisite corporate action and do not require the consent or approval of any governmental body or regulatory authority or other entity, and are not in contravention of or in conflict with any applicable law or regulation or any term or provision of its charter or bylaws.

(e) This Agreement is the valid, binding and legally enforceable obligation of Operator enforceable against Operator in accordance with its terms, subject to bankruptcy, reorganization, insolvency or other similar law affecting the enforcement of creditors' rights generally and to the general principles of equity.

(f) No representation or warranty by Operator in this Agreement contains any untrue statement of a material fact, or omits to state any material fact necessary to make the statements of fact contained herein not misleading.

(g) To the best of Operator's knowledge, there are no Hazardous Substances on the Site (including, but not limited to, residual soil and groundwater).

(h) Operator has not been identified in any litigations, administrative proceeding or investigation as a responsible party under any laws or orders with respect to the discharge, release or removal of Hazardous Substances.

(i) To the best of Operator's knowledge, there has not been placed, deposited, stored disposed of nor located on the Site any municipal solid waste, residual waste, asbestos or any other hazardous materials.

## ARTICLE XV

### REPRESENTATIONS AND WARRANTIES OF SCRUBGRASS

SCRUBGRASS hereby represents and warrants as follows:

(a) SCRUBGRASS is not a party to or subject to any contract, agreement, or any other restriction of any kind, and does not know of any contract, agreement or any other restriction of any kind applicable to it, which would prevent the consummation and performance of the understanding and obligations, respectively, contemplated by this Agreement, nor would any of the execution, delivery, consummation or performance of this Agreement conflict with, result in a breach of, or cause a default under any such contract, agreement or other restriction.

(b) SCRUBGRASS is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware.

(c) The execution, delivery and performance of this Agreement by SCRUBGRASS have been and are duly authorized by all requisite corporate action and do not require the consent or approval of any governmental body or regulatory authority or other entity,

and are not in contravention of or in conflict with any applicable law or regulation or any term or provision of its charter or bylaws.

(d) This Agreement is the valid, binding and legally enforceable obligation of SCRUBGRASS enforceable against SCRUBGRASS in accordance with its terms, subject to bankruptcy, reorganization, insolvency or other similar law affecting the enforcement of creditors' rights generally and to the general principles of equity (regardless of whether considered at a proceeding in equity or at law).

(e) No representation or warranty by SCRUBGRASS in this Agreement contains any untrue statements of a material fact, or omits to state any material fact necessary to make the statements of fact contained herein not misleading.

(f) To the best of SCRUBGRASS's knowledge, there are no Hazardous Substances in the Ash.

## ARTICLE XVI

### CONFIDENTIALITY

Each party shall keep confidential the terms and conditions of this Agreement and any other information provided by the other party during the Term of this Agreement and designated as "confidential" in writing. This Section 17.0 shall not apply to the extent any information is publicly available from another source, and it shall expire two (2) years after the termination of this Agreement. This section 17.0 shall not apply to either party's communications with its partners, investors or potential investors, operator, auditors, banks, independent engineer, bond trustee, lessee or legal counsel.

## ARTICLE XVII

### DISPUTE RESOLUTION

17.1 Procedure. In the event a dispute arises between Scrubgrass and Operator regarding any provision of this Agreement, either party may notify the other party to this Agreement of the dispute in writing. Each party shall thereupon require a senior member of its management to meet at the Facility or at any other mutually acceptable location, to resolve the dispute. Such meeting shall occur at a mutually agreeable time, but in no event later than ten (10) days following the earliest date of a notice by either party. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days of such meeting (or if no meeting is held, then within forty (40) days of the first notice of dispute), the dispute shall be determined by arbitration pursuant to the balance of this Section 17.

17.2 Arbitration. In any case in which a dispute is to be resolved by arbitration, the party desiring arbitration promptly shall give written notice to that effect to the other party and shall initiate the arbitration process, and the other party promptly shall comply therewith, all in accordance with the then applicable rules of the American Arbitration Association. Such arbitration shall be conducted in Scrubgrass Township, Pennsylvania.



17.3 Decisions. Within ten (10) days after the expiration of the time period specified in Section 17.1, Scrubgrass and Operator shall attempt to designate a mutually acceptable arbitrator. If a sole arbitrator cannot be agreed upon, then Scrubgrass and Operator shall each select an arbitrator, and the two arbitrators selected shall agree upon a third arbitrator. The determination of the majority of the arbitrators, or of the sole arbitrator, as the case may be, shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties stating his or their determination and shall furnish to each party a signed copy of such determination.

17.4 Costs. Scrubgrass and Operator shall each pay one-half (1/2) of the fees and expenses of the arbitrator or arbitrators, as the case may be.

17.5 Continuation of Work. Subject to Section 6.4, pending final resolution of any dispute, the parties shall continue to fulfill their respective obligations hereunder\_ Notwithstanding anything in this Agreement to the contrary, but subject to Section 6.4, in the event of any dispute Operator shall nevertheless continue performing its obligations pursuant to this Agreement without delay pending resolution of such dispute as provided for in this Section 17 unless Scrubgrass and Operator shall agree otherwise in writing.

## ARTICLE XVIII

### MISCELLANEOUS

18.1. Amendments. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both the parties.

18.2. Notices. Any written notice required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either served personally on the party to whom notice is to be given, or mailed to the party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other party.

To SCRUBGRASS: Scrubgrass Generating Company, L.P.  
c/o PG&E, National Energy Group  
2151 Lisbon Road  
Kennerdell, PA 16374  
Attention: General Manager  
with copies to:

Scrubgrass Generating Company, L.P.  
c/o PG&E, National Energy Group  
7500 Old Georgetown Road  
Bethesda, Maryland 20814  
Attention: General Counsel

BUZZARD POWER CORPORATION  
500 Market Street  
Suite IE  
Portsmouth, NH 03801  
Attention: Chief Financial Officer  
BUZZARD POWER CORPORATION  
c/o Joseph Serafini, President  
One Post Office Square, 22nd Floor  
Boston, Massachusetts 02109  
Attention: Joseph Serafini

To Operator:

COAL VALLEY SALES CORPORATION  
623 West Waldheim Road  
Pittsburgh, PA 15215  
ATTN: William Spence

18.3. Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in aggregate, be signed by both the parties; and each counterpart shall be deemed an original instrument as against any party who has signed it.

18.4. Governing Law. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

18.5. Entire Agreement. This Agreement supersedes and replaces the Existing Agreement which is hereby terminated by mutual agreement of the parties thereto, such termination effective on the Effective Date. This Agreement constitutes the entire agreement between the parties hereto and there are no other understands, oral or written, relating to the subject matter hereof. Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Section headings are inserted for convenience only and shall not form part of the test of this Agreement

18.6. Binding Effect. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Waste Disposal Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

SCRUBGRASS GENERATING COMPANY, L.P., a Delaware limited partnership

By: /s/ Gary F. Weidinger  
Name: Gary F. Weidinger  
Title: Senior Vice President

COAL VALLEY SALES CORPORATION a Pennsylvania corporation

By: /s/ William Spence  
Name: W.B. Spence  
Title: President

ACKNOWLEDGED AND AGREED:

BUZZARD POWER CORPORATION, a Delaware corporation, as Lessee

By: /s/ William D. Linehan  
Name: William D. Linehan  
Title: Chief Financial Officer

STOCKPILES

Renton Pile

Location - Allegheny County, Pennsylvania

Total Tons Committed to Scrubgrass by Operator — 7,500,000 tons

Russellton No.2 Pile

Location - Allegheny County, Pennsylvania

Total Tons Committed to Scrubgrass by Operator — 300,000 tons

COAL VALLEY SALES, LLC

111 Freeport Road, Pittsburgh, PA 15215  
Phone (412) 784-0750 ~ Fax (412) 784-0841

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February 22, 2010

Scrubgrass Generating Company, L.P. 2151 Lisbon Road Kennerdell, PA 16374

Dear Mr. Rigney:

Reference is made to that certain Waste Disposal Agreement by and between Scrubgrass Generating Company, L.P. ("Scrubgrass"), and Coal Valley Sales, LLC successor to Coal Valley Sales Corporation (the "Operator" or "Coal Valley"), dated February 12, 2002, as amended (the "Agreement"). Based on our recent discussions and review of estimated remaining reserves at the Renton Pile, Coal Valley will commit additional tonnage from two stockpiles that Coal Valley controls in order to meet the 7.5 Million total tonnage requirement described in Exhibit H to the Agreement under the heading Renton Pile.

In accordance with Article II Section 2.1 (b) the Operator hereby gives notice that it has obtained control of two Waste Coal supplies:

Cadogan Pile

Location – Armstrong County, Pennsylvania

Estimated Reserves – 8,000,000 tons

Total Tons Committed to Scrubgrass by Operator – 7.5 Million Tons minus Total Shipments from the Renton Pile

Waste Coal Quality – In accordance with Article IV Section 4.1 as specified in Exhibit C

Russelton Pile

Location – Allegheny County, Pennsylvania

Estimated Reserves – 12,000,000 tons

Total Tons Committed to Scrubgrass by Operator - 7.5 Million Tons minus Total Shipments from the Renton and Cadogan Piles

Waste Coal Quality - In accordance with Article IV Section 4,1 as specified in Exhibit C

Please indicate your acceptance of these Waste Coal supplies as additions to Exhibits A and H of the Agreement, and Exhibit A of the Security Agreement by countersigning below within 90 days of this letter.

Coal Valley currently estimates that approximately 2 million tons of waste coal from our two new stockpiles (Cadogan and Russelton) will be required to achieve the total commitment of 7.5 millions tons from the Renton Pile.

As is evident from the size of our new stockpiles, Coal Valley has the capability to commit additional tonnage beyond the requirements of our current Agreement. We are open to discuss a mutually beneficial arrangement for both parties.

I look forward to speaking with you soon.

Regards

/s/ William B. Spence

William B. Spence  
CEO  
Coal Valley Sales LC

Accepted and agreed to:

Scrubgrass Generating Company, L.P.

By: /s/ Peter Rigney  
Peter Rigney, General Manager

Dated: 2/22/2010

COAL VALLEY SALES, LLC

111 Freeport Road, Pittsburgh, PA 15215  
Phone (412) 784-0750 ~ Fax (412) 784-0841

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September 9, 2014

Scrubgrass Generating Company, L.P. c/o PG&E, National Energy Group  
2151 Lisbon Road  
Kennerdell, PA 16374  
Attn: General Manger

RE: Waste Disposal Agreement between Scrubgrass Generating Company, L.P. (“Scrubgrass”) and Coal Valley Sales, LLC (“Operator”) dated as of February 12, 2002 (“Agreement”) as Amended.

In accordance with Section 7.1 of the Agreement, Operator hereby requests the consent of Scrubgrass to and it implementation of the following partial assignment of the Handling Fee due and payable to Operator under the Agreement.

Robindale Energy Services, Inc., 224 Grange Hall Road, Armagh, PA 15920 (“Robindale”), is the contract operator on the Renton site. Beginning July 1, 2014, Robindale will transmit a copy of its invoice for fees charged to Operator for coal waste shipped to Scrubgrass during each semi-monthly period (“Scrubgrass Coal Waste Fee”).

The Scrubgrass Coal Waste Fee shall be deducted from each semi-monthly payment of the Handling Fee due to the Operator and such amount shall be paid directly to Robindale, with any balance payable to Operator. This arrangement shall continue for a period of 12 months, up to and including the payments due In the month of June, 2015

Thank you for your consideration of this request.

Best Regards

/s/ William Spence

William Spence, President

CC: Robindale Energy Service, Inc.  
224 Grange Hall Road  
Armagh, PA 15920  
Attn: Jim Panaro

August 5, 2014

Scrubgrass Generating Company, L.P.  
2151 Lisbon Road  
Kennerdell, PA 16374

Dear Mr. MacGillivray:

Reference is made to that certain Waste Disposal Agreement by and between Scrubgrass Generating Company, L.P. ("Scrubgrass") and Coal Valley Sales, LLC (f/k/a Coal Valley Sales Corporation) ("Operator") dated February 12, 2002, which was amended by letter dated February 22, 2010 and which was extended to February 12, 2017 by a facsimile transmission dated June 13, 2011, (all of which are collectively referred to as the "Agreement"). This letter amendment shall be effective as (on October 1, 2014 (the "Effective Date"), unless otherwise agreed, Based upon our recent discussions concerning the operation at the Russellton Pile referenced in the February 22, 2010 Amendment (the "Russellton Pile"), the parties desire to further amend the Agreement. Upon the Effective Date and subject to termination of this letter amendment as provided herein, Scrubgrass and Operator hereby agree as follows:

1. Operator is relieved of its obligations under the Agreement related to mining, processing, loading and otherwise handling waste coal and/or waste coal products (such as fines, shiny or gob) and unloading and properly disposing of ash with respect to the Russellton Pile,

2. Scrubgrass assumes all of Operator's obligations under the Agreement related to mining, processing, loading and otherwise handling waste coal and/or waste coal products (such as fines, slurry, gob or blends thereof) and unloading and properly disposing of ash with respect to the Russellton Pile. Without relieving Operator of any of its insurance obligations under the Agreement, Scrubgrass assumes all comprehensive general liability insurance, comprehensive automobile liability insurance and workers' compensation and employer's liability insurance obligations under the Agreement with respect to the Russellton Pile. Scrubgrass also agrees that it will be the designated site operator at the Russellton Pile and will be responsible for complying with all state and federal agency requirements and regulations. For this work, Scrubgrass shall be paid by Operator an all-inclusive fee of \$2.00 per net ton of 2,000 pounds of waste coal or waste coal products loaded onto Scrubgrass's trucks which fee shall be increased by 3.5% on January 1 of every year thereafter.



3. In addition to waste coal and/or waste coal products for its own plant, Scrubgrass agrees to mine, process, load and otherwise handle waste coal and waste coal products (such as fines, slurry, gob or blends thereof) for other customers of Operator from the Russellton Pile, which orders are approximately 20,000 tons per month. For this work, Scrubgrass shall be paid by Operator an all-inclusive fee of \$2.00 per net ton of 2,000 pounds of waste coal or waste coal products loaded onto the trucks of such customers which fee shall be increased by 3.5% on January 1 of every year thereafter.

4. For each ton of waste coal or waste coal products (such as fines, slurry, gob or blends thereof) loaded onto Scrubgrass trucks from the Russellton Pile, Operator shall be paid by Scrubgrass a fee of \$7.86 per ton for the balance of 2014, which fee shall be increased by 3.5% on January 1 of every year thereafter; and which fee shall not be reduced by penalties as Scrubgrass will be in control of the operation and quality.

5. Any payment due from Operator to Scrubgrass under this letter amendment may be offset from amounts due from Scrubgrass to Operator under the Agreement or shall be invoiced and paid under the payment provisions in the Agreement with respect to payments due from Scrubgrass to Operator

6. In the event Scrubgrass should stop or substantially reduce production at the Russellton Pile or materially fail to properly process an order for another of Operator's customers as provided in this letter amendment, Operator shall have the right to replace Scrubgrass with another operator (including itself) within five (5) days of a written notice to Scrubgrass.

7. Scrubgrass shall have the right, in its sole discretion, to terminate this letter amendment upon at least ninety (90) days written notice to Operator.

8. To the extent the terms of this letter amendment are contrary or contradictory to the terms of the Agreement, this letter amendment shall control. Otherwise, all other terms of the Agreement shall remain in effect.

Regards

/s/ William B. Spence

William B. Spence  
CEO  
Coal Valley Sales LC

Accepted and agreed as of the date of this letter amendment:

Scrubgrass Generating Company, L.P.

By: /s/ Warren MacGillivray  
Warren MacGillivray, President

**SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT**

THIS SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT (this "Amendment"), dated as of December 22, 2015 (the "Effective Date"), is by and between Scrubgrass Generating Company, L.P. ("Scrubgrass") and Coal Valley Sales, LLC (f/k/a Coal Valley Sales Corporation) ("Operator").

## WITNESSETH

WHEREAS, Scrubgrass and Operator are parties to that certain Waste Disposal Agreement, dated as of February 12, 2002, amended by letter agreement dated February 22, 2010 and extended by a facsimile transmission dated June 13, 2011 (the "Waste Disposal Agreement");

WHEREAS, Scrubgrass and Operator desire to amend the terms of the Waste Disposal Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to them in the Waste Disposal Agreement.

2. **Termination of Letter Amendment.** Scrubgrass and Operator hereby terminate the letter agreement dated February 22, 2010 which amended the Waste Disposal Agreement, except that each party will remain obligated to the other for payment with respect to services performed prior to the effective time of termination, which payment shall be made pursuant to the terms of the Waste Disposal Agreement as amended by this Amendment.

3. **Amendments.**

(a) **Amendment to Section 2.1.** Scrubgrass and Operator hereby agree to amend Section 2.1 of the Waste Disposal Agreement by deleting it in its entirety and replacing it with the following:

"2.1 **Right to Waste Coal: Right of First Offer for Other Coal.**

(a) Operator shall provide SCRUBGRASS with Waste Coal for the Facility and hereby grants to SCRUBGRASS the right to remove or have removed any and all Waste Coal now in or hereafter placed on the Stockpiles during the term of this Agreement up to an amount equal to SCRUBGRASS's requirements for Waste Coal. The parties estimate that the Stockpiles contain the quantities of Waste Coal set forth on Exhibit H.

(b) Operator hereby grants to SCRUBGRASS a right of first refusal with respect to the exclusive right to remove or have removed any and all Waste Coal now in or hereinafter placed on the Waste Coal supplies listed in Exhibit H over which Operator obtains control and any other Waste Coal supplies in western Pennsylvania over which Operator obtains control. Upon obtaining control over any such Waste Coal supply,

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Operator shall promptly supply a written notice setting forth the location of such supply together with the information required by Section 2.8. SCRUBGRASS shall have ninety (90) days from the receipt of such notice to elect in writing to exercise its right to first refusal and to have such Waste Coal supply added to Exhibit A hereto and to Exhibit A to the Security Agreement SCRUBGRASS shall have no obligation to exercise its right of first refusal with respect to any of the Waste Coal supplies listed on Exhibit H or any other Waste Coal supplies over which Operator gains control.

(c) SCRUBGRASS hereby grants to Operator a right of first offer with respect to the exclusive right to supply coal other than Waste Coal to SCRUBGRASS for the Facility during the term of this Agreement. If Scrubgrass desires a supply of coal other than Waste Coal for the Facility, then it shall provide written notice to Operator detailing the terms of such supply and, if Operator desires to exercise its right of first offer, then Operator shall have fifteen (15) days to provide a binding written offer to SCRUBGRASS including the supply terms it is willing to accept, including, without limitation, financial terms. SCRUBGRASS shall have thirty (30) days from the receipt of such written offer to accept the binding offer without changes and/or to negotiate the terms of such supply with Operator. If SCRUBGRASS declines to accept such binding offer and is otherwise unable to reach agreement with Operator on the terms of the supply of coal other than Waste Coal for the Facility, then SCRUBGRASS shall be free to seek supplies of coal other than Waste Coal for the Facility from other sources.”

(b) **Amendment to Section 2.3.** Scrubgrass and Operator hereby agree to amend Section 23 of the Waste Disposal Agreement by deleting It in its entirety and replacing it with the following:

“2.3 **Minimum Take.**

(a) Beginning in the Calendar Year 2015 and in each Calendar Year thereafter, SCRUBGRASS shall take, and Operator shall deliver, at least two hundred thousand (200,000) tons (the “Minimum Take”) of Waste Coal from the Stockpiles, so long as there is a sufficient quantity of Waste Coal meeting the Average Quality Characteristics available from the Stockpiles.

(b) The parties acknowledge that no payment is being made for the Waste Coal to be disposed of hereunder.”

(c) **New Section 3.8.** Scrubgrass and Operator hereby agree to amend the Waste Disposal Agreement by adding a new Section 3.8 as follows:

“Section 3.8 **Russellton Pile.**

(a) Except as otherwise provided herein, Operator is relieved of its obligations under this Agreement related to mining, processing, loading and otherwise handling Waste Coal and unloading and properly disposing of Ash with respect to the Russellton Pile identified on Exhibit H (the “Russellton Pile”).

(b) SCRUBGRASS assumes all of Operator's obligations under the Agreement related to mining, processing, loading and otherwise handling Waste Coal and unloading and properly disposing of ash with respect to the Russellton Pile. Without relieving Operator of any of its obligations under the Agreement, SCRUBGRASS assumes all comprehensive general liability insurance, comprehensive automobile liability insurance and workers' compensation and employer's liability insurance obligations under the Agreement with respect to the Russellton Pile. SCRUBGRASS also agrees that it will be the designated site operator at the Russellton Pile and will be responsible for complying with all state and federal agency requirements and regulations.

(c) In addition to Waste Coal for its own plant, SCRUBGRASS agrees to mine, process, load and otherwise handle Waste Coal and Waste Coal products (such as fines, slurry, gob or blends thereof) for other customers of Operator from the Russellton Pile, which orders are approximately 20,000 tons per month. For this work, SCRUBGRASS shall be paid by Operator an all-inclusive fee of \$ \_\_\_\_ per net ton of 2,000 pounds of Waste Coal or Waste Coal products loaded onto the trucks of such customers which fee shall be increased by 3.5% on January 1, 2016 and on each January 1 thereafter.

(d) In the event SCRUBGRASS should stop or substantially reduce production at the Russellton Pile or materially fail to properly process an order for another of Operator's customers as provided in this letter amendment, Operator shall have the right to replace SCRUBGRASS with another operator (including itself) upon at least five (5) days written notice to SCRUBGRASS and upon any such replacement the provisions of this Section 3.8 shall automatically terminate.

(e) SCRUBGRASS shall have the right, in its sole discretion, to terminate the provisions of this Section 3.8 upon at least one hundred eighty (180) days written notice to Operator,"

(d) **Amendment to Section 4.1.** Scrubgrass and Operator hereby agree to amend Section 4.1 of the Waste Disposal Agreement by deleting it in its entirety and replacing it with the following:

"Section 4.1 Intentionally Deleted."

(e) **Amendment to Section 4.2.** Scrubgrass and Operator hereby agree to amend Section 4.2 of the Waste Disposal Agreement by deleting it in its entirety and replacing it with the following:

"Section 4.2 Intentionally Deleted."

(f) **Amendment to Section 4.3.** Scrubgrass and Operator hereby agree to amend Section 4.3 of the Waste Disposal Agreement by deleting it in its entirety and replacing it with the following:

“Section 4.3 Intentionally Deleted.”

(g) **Amendment to Section 5.1.** Scrubgrass and Operator hereby agree to amend Section 5.1 of the Waste Disposal Agreement by deleting it in its entirety and replacing it with the following:

“Section 5.1 Handling Fee.

(a) SCRUBGRASS shall pay Operator a management, handling, loading and unloading fee for all services provided hereunder with respect to the Waste Coal from the Russellton Pile and the Ash equal to \$6.07 per ton of Waste Coal loaded onto SCRUBGRASS’s trucks, which fee shall be increased by 3.5% on January 1, 2017 and on each January 1 thereafter (the “Base Handling Fee”); provided that for each ton of Waste Coal in excess of the Minimum Take loaded onto SCRUBGRASS’s trucks in any Calendar Year the Handling Fee shall be \$1.00 per ton (the “Reduced Handling Fee”). The Base Handling Fee and the Reduced Handling Fee, as applicable, may each be referred to herein as the “Handling Fee.” On or before July 31, 2017 and on or before July 31 of each Calendar Year thereafter, either party may give notice to the other party to renegotiate the Reduced Handling Fee for the subsequent Calendar Year. If the parties have not agreed on a new Reduced Handling Fee by November 1 of the then current Calendar Year, then there shall be no Reduced Handling Fee applicable for any succeeding Calendar Year and the Handling Fee for all of the Waste Coal loaded onto SCRUBGRASS is trucks during any succeeding Calendar Year shall be equal to the Base Handling Fee.

(b) To the extent SCRUBGRASS is not providing or has not provided services with respect to the Russellton Pile pursuant to Section 3.8(a), SCRUBGRASS shall pay Operator an additional management, handling, loading and unloading fee for all services provided hereunder with respect to the Waste Coal from the Russellton Pile and the Ash equal to \$2.00 per ton of Waste Coal loaded onto SCRUBGRASS’s trucks, which fee shall be increased by 3.5% on January 1, 2017 and on each January 1 thereafter (the “Additional Handling Fee”).

(c) The amount of the Handling Fee and any Additional Handling Fee payable to Operator shall be determined on the basis of the actual aggregate quantities of Waste Coal loaded onto SCRUBGRASS’s trucks during the Calendar Year and shall be paid in accordance with Section 5.4 of this Agreement.

(d) The Handling Fee and the Additional Handling Fee, if any, shall be the sole compensation paid to the Operator for all activities, including without limitation, environmental compliance, excavation, loading of Waste Coal and unloading of Ash, Ash disposal and site reclamation.”

(h) **New Section 5.4.** Scrubgrass and Operator hereby agree to amend the Waste Disposal Agreement by adding a new Section 5.4 as follows:

“Section 5.4            Payment of Handling Fee: Minimum Payment.

(a)            Operator shall submit two invoices each month. The first invoice shall be for the billing period from the first day through the fifteenth day of the month. The second invoice shall be for the billing period from the sixteenth day to the end of the month. All invoices shall be submitted by Operator within ten business days of the end of the billing period. The undisputed net amount due under the invoice shall be paid within forty-five (45) days after SCRUBGRASS’s receipt of such invoice, together with a detailed calculation of the total net amount due. Each invoice shall include the following:

(i)            One twenty-fourth (1/24th) of the amount equal to the Base Handling Fee *multiplied by* the Minimum Take, irrespective of the amount of Waste Coal loaded onto SCRUBGRASS’s trucks in the current billing period.

(ii)            If the aggregate amount of Waste Coal loaded onto SCRUBGRASS’s trucks in the current Calendar Year exceeds the Minimum Take, then an amount equal to the Reduced Handling Fee (or the Base Handling Fee, if there is no Reduced Handling Fee in effect for the current billing period) multiplied by the number of tons of Waste Coal loaded onto SCRUBGRASS’S trucks in the current billing period to the extent that such tons, when added to the aggregate amount of Waste Coal loaded onto SCRUBGRASS’s trucks in the current Calendar Year, are in excess of the Minimum Take.

(iii)            The amount due to Operator, if any, under Section 5.1(b) in respect of the Additional Handling for Waste Coal loaded onto SCRUBGRASS’S trucks in the current billing period.

(iv)            The amount due, if any, to SCRUBGRASS under Section 3.8(c) in respect of Waste Coal or Waste Coal products loaded by SCRUBGRASS onto the trucks of customers of Operator.

(c)            The parties hereby acknowledge and agree that all amounts paid by SCRUBGRASS pursuant to Section 5.4(a)(i) are deemed to be payments of the Handling Fee in respect of the Minimum Take for the applicable Calendar Year.”

(i)            **Amendment to Section 6.1.** Scrubgrass and Operator hereby agree to amend the Waste Disposal Agreement by adding a new Section 6.1 as follows:

“6.1            **Basic Term.** This Agreement shall commence on the date of executed and delivery, and shall expire on December 31, 2020, unless otherwise terminated or extended in accordance with the provisions of this Agreement.”

(j)            **Amendment to Exhibit C.** Scrubgrass and Operator hereby agree to amend Exhibit C to the Waste Disposal Agreement by deleting it in its entirety.

(k)            **Amendment to Exhibit H.** Scrubgrass and Operator hereby agree to amend Exhibit H to the Waste Disposal Agreement by deleting it in its entirety and replacing it with Exhibit H attached to this Amendment.

4. **Continuing Effect; No Other Amendments.** Except as expressly amended hereby, all of the terms and provisions of the Waste Disposal Agreement are and shall remain in full force and effect. The amendments contained herein shall not constitute an amendment or waiver of any other provision of the Waste Disposal Agreement or for any purpose except as expressly set forth herein. The parties shall preserve all rights, remedies, powers and privileges under the Waste Disposal Agreement.

5. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page of this Amendment by electronic or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

6. **Severability.** Any provision of this Amendment that 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 nor render unenforceable such provision in any other jurisdiction.

7. **GOVERNING LAW.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

8. **Headings.** The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

SCRUBGRASS:

SCRUBGRASS GENERATING COMPANY, L.P.

By: /s/ Warren MacGillivray  
Name: Warren MacGillivray  
Title: Vice President

OPERATOR:

COAL VALLEY SALES, LLC

By: /s/ William B. Spence  
Name: William B. Spence  
Title: President

Signature Page to Second Amendment to Waste Disposal Agreement

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STOCKPILES

Russellton Pile

Location — Allegheny County, Pennsylvania

Estimated Reserves — 12,000,000 tons (as of February 22, 2010)

Total Tons Committed to Scrubgrass by Operator — 7,500,000 tons (minus total shipments from the Renton Pile and the Cadogan Pile as of February 22, 2010)

Waste Coal Quality — in accordance with Article IV Section 4.1 as specified in Exhibit C.

COAL VALLEY SALES, LLC

111 Freeport Road, Pittsburgh, PA 15215  
Phone (412) 784-0750 — Fax (412) 784-0841

June 5, 2017

Scrubgrass Generating Company LP 2151 Libson Road Kennerdell, PA 16374

Dear Mr. Shaffer:

Reference is made to that certain Waste Disposal Agreement by ant between Scrubgrass Generating Company LP (“Scrubgrass”) and Coal Valley Sales LLC (“Coal Valley”) dated February 12, 2002, as amended (the “Agreement”). Based on our recent discussions, Coal Valley will commit additional tonnage from the Tassa stockpile it controls in Irwin Township, Venango County as described In Exhibit H to the Agreement. Further, any and all Tassa waste coal shipped to Scrubgrass will be considered part of the Minimum Payment provisions under Section 5.4 of the Second Amended Agreement as of December 22, 2015.

Please indicate your acceptance of this waste coal pile to Exhibit H by countersigning below.

Best Regards,

/s/ Joe Anania

Joe Anania  
CFO  
Coal Valley Sales LLC

Accepted and agreed to:

Scrubgrass Generating Company LP

By: /s/ R.J. Shaffer  
R.J Shaffer, Plant Manager

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### **THIRD AMENDMENT TO THE WASTE DISPOSAL AGREEMENT**

This THIRD AMENDMENT TO THE WASTE DISPOSAL AGREEMENT (this "Amendment") dated January 31, 2017, is by and between Coal Valley Sales LLC of 111 Freeport Road, Pittsburgh, PA 15215, (hereinafter called "Operator"), and Scrubgrass Generating Company LP of 2151 Lisbon Road, Kennerdell, PA 16374 (hereinafter called "Scrubgrass").

WHEREAS, Operator and Scrubgrass are parties to that certain Waste Disposal Agreement dated February 12, 2002, amended by the letter agreement dated February 22, 2010, extended by facsimile transmission dated June 13, 2011 and amended by the Second Amendment dated December 22, 2015 (the "Waste Disposal Agreement"); and

WHEREAS, Operator and Scrubgrass desire to amend the terms of the Waste Disposal Agreement as provided herein.

NOW THEREFORE, the Parties hereto, intending to be legally bound hereby and in consideration of promises contained herein, do hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to them in the Waste Disposal Agreement.

2. **Amendments:**

(a) **Amendment to Section 2.1.** Operator and Scrubgrass hereby agree to amend Section 2.1 of the Waste Disposal Agreement by replacing it with the following:

"2.1 Right to Waste Coal; Right to First Offer for Other Coal"

(c) SCRUBGRASS hereby terminates to Operator the right of first refusal offer with respect to the exclusive right to supply coal other than Waste Coal to SCRUBGRASS for the Facility during the term of the Agreement.

(b) **Amendment to Section 4.1** Operator and Scrubgrass hereby agree to amend Section 4.1 of the Waste Disposal Agreement by restoring the Section 4.1 as described in the agreement dated February 12, 2002, based on the following:

"4.1 Waste Coal Quality, Suspension of Deliveries."

Provided that SCRUBGRASS does not continue to assume all of the Operator's obligations related to mining, processing, loading and otherwise handling Waste Coal and unloading and properly disposing of ash with respect to the Russellton Pile, then all of the provisions of Section 4.1 as described in the agreement dated February 12, 2002 are restored in its entirety.

(c) **Amendment to Section 4.2** Operator and Scrubgrass hereby agree to amend Section 4.2 of the Waste Disposal Agreement by restoring the Section 4.2 as described in the agreement dated February 12, 2002, based on the following:

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“4.2 Inspection of Waste Coal.”

Provided that SCRUBGRASS does not continue to assume all of the Operator’s obligations related to mining, processing, loading and otherwise handling Waste Coal and unloading and properly disposing of ash with respect to the Russellton Pile, then all of the provisions of Section 4.2 as described in the agreement dated February 12, 2002 are restored in its entirety.

- (d) **Amendment to Section 4.3** Operator and Scrubgrass hereby agree to amend Section 4.3 of the Waste Disposal Agreement by restoring the Section 4.2 as described in the agreement dated February 12, 2002, based on the following:

“4.2 Rejection of a Delivery.”

Provided that SCRUBGRASS does not continue to assume all of the Operator’s obligations related to mining, processing, loading and otherwise handling Waste Coal and unloading and properly disposing of ash with respect to the Russellton Pile, then all of the provisions of Section 4.3 as described in the agreement dated February 12, 2002 are restored in its entirety.

- (e) **Amendment to Section 5.1** Operator and Scrubgrass hereby agree to amend Section 5.1 of the Waste Disposal Agreement based on the following:

“5.1 Handling Fee.”

The Reduced Handling Fee of \$1.00 per ton is extended thru the expiration of the Basic Term (as provided in Section 6.1 below).

- (f) **Amendment to Section 6.1** Operator and Scrubgrass hereby agree to amend Section 6.1 of the Waste Disposal Agreement by replacing it with the following:

“6.1 Basic Term.”

This Agreement shall commence on the date of executed and delivery, shall expire on December 31, 2025, unless other terminated or extended in accordance with the provisions of this Agreement.

- (g) **Amendment to Exhibit C.** Operator and Scrubgrass hereby agree to amend Exhibit C by restoring it in its entirety provided that SCRUBGRASS has does not continue to assume the Operator’s obligations to mining, processing, loading and otherwise handling Waste Coal and unloading and properly disposing of ash with respect to the Russellton Pile.
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3. **Continuing Effect; No Other Amendments.** Except as expressly amended hereby, all the terms and provisions of the Waste Disposal Agreement are and shall remain in full force and effect. The amendments contained herein shall not constitute an amendment or waiver of any other provision of the Waste Disposal Agreement or for any purpose except as expressly set forth herein. The parties shall preserve all rights, remedies, powers and privileges under the Waste Disposal Agreement.

4. **Counterparts.** The Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a signature page of the Amendment by electronic or facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

5. **Severability.** Any provision of the Amendment that 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 nor render unenforceable such provision in any other jurisdiction.

6. **GOVERNING LAW.** THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

7. **Headings.** The headings of the Amendment are for purposes of reference only and shall not limit or otherwise effect the meaning thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**COAL VALLEY SALES LLC**

By: /s/ Joe Anania  
Joe Anania — Chief Financial Officer

Dated: 1/31/2017

**SCRUBGRASS GENERATING COMPANY LP**

By: /s/ RJ Shaffer  
RJ Shaffer — General Manger

Dated: 1/31/2017

SUPPLY AGREEMENT  
BY AND BETWEEN  
SCRUBGRASS GENERATING COMPANY, L.P.  
AND  
COAL VALLEY PROPERTIES, LLC  
REFERENCE: SCRUBGRASS SITE CODE 122

THIS Supply Agreement together with the Exhibit(s) (the "Agreement") is made, entered into and effective as of August 14, 2015 (the "Effective Date"), by and between Scrubgrass Generating Co., L.P. with principal facility at 2151 Lisbon Road, Kennerdell, Pa. 16374 (the "Jobsite"), and its permitted assigns (hereinafter, the "Purchaser") and Coal Valley Properties, LLC with its principal offices at 111 Freeport Road, Pittsburgh, Pennsylvania 15215 (hereinafter, the "Seller"), for the supply of materials (as hereinafter defined). Purchaser and Seller are also referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Purchaser desires to engage Seller to complete, on a fixed price basis, the services as, more fully described in Exhibits A and B.

B. Seller has:

(1) Been provided and reviewed the technical specifications for the services and all other documents relating to the services which Seller has deemed necessary in connection with this Agreement;

(2) Performed or reviewed such other investigations, studies and analyses which Seller has determined to be necessary or prudent in connection with entering into this Agreement.

THEREFORE, in consideration of the sums to be paid to Seller by Purchaser and of the covenants and agreements set forth herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I - SCOPE OF WORK**

The Scope of Work (the "Work") is defined by:

- (i) This Agreement;
- (ii) Technical Specifications as defined in Exhibit A and Exhibit B.
- (iii) Seller's pricing as defined in Exhibit B excluding any and all commercial terms contained and/or referenced therein.

Seller shall provide all local or county construction permits required for the material (the "Seller Supplied Permits").

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## **ARTICLE II - SCHEDULE OF AGREEMENT**

Seller shall commence the services on or about the dates shown herein and completed by December 31, 2016 or as otherwise mutually agreed to by the Parties.

## **ARTICLE III - COMPENSATION TO SELLER**

In full and complete compensation to the Seller for the satisfactory completion of the services, the Seller shall be paid by the Purchaser the adjustable price (the "Base Handling Fee") of Twenty one dollars and zero cents (\$21.00) in accordance with the provisions stated herein. The Base Handling Fee includes all applicable costs for salaries, materials, tools, Seller Supplied Permits and equipment, as well as all indirect costs, overhead, and fees.

This Supply Agreement may be amended from time to time with any changes or amendments to this Supply Agreement (the "Change Orders") with such Change Orders being authorized in writing by Purchaser prior to their effectiveness.

Invoices directly relating to this Supply Agreement shall be issued by Seller to the Purchaser, payments shall be made the 20<sup>th</sup> of the following month for material delivered from the 1<sup>st</sup> to the 15<sup>th</sup>, and the first Monday of the second month for material delivered from the 16<sup>th</sup> to the end of the month, after receipt of a correct invoice.

Invoice(s) must be properly documented referencing this Supply Agreement and Scrubgrass Site Code 122 and include a unique invoice number.

## **ARTICLE IV - NOTIFICATION AND SUBMITTALS**

Unless otherwise specifically provided herein, all Notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to either Party shall be in writing, and any such Notice shall become effective upon the earlier of receipt or seven (7) Days after being deposited in the United States mail, certified or registered with appropriate postage prepaid for first class mail or, if delivered by hand or by courier service or in the form of a telex, telecopy, or telegram, when received, and shall be directed to the address set forth below. A Party may change the address or addresses shown below by providing written Notice to the other Party.

### **PURCHASER:**

Original to:           Scrubgrass Generating Co., L.P.  
                              2151 Lisbon Road  
                              Kennerdell, Pa. 16374  
                              Attention: R.J. Shaffer

### **SELLER:**

Originals to:         Coal Valley Properties, LLC  
                              111 Freeport Road  
                              Pittsburgh, Pa. 12215

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**ARTICLE VI - WHOLE AGREEMENT**

This Supply Agreement is composed solely and exclusively of the following documents and in the event that there is a conflict between information contained within the Supply Agreement documents, the hierarchy of documents shall be:

- A. This Agreement, as modified from time to time;
- B. Exhibit A - Technical Specifications,;
- C. Exhibit B - Seller's pricing excluding any and all commercial terms contained and/or referenced therein.

Prior to Seller performing any of the services associated with this Supply Agreement and in order to establish the effectiveness of this Agreement, the Parties shall acknowledge, accept and agree to this Supply Agreement by signing below and returning a copy of this signed Supply Agreement to the Purchasers.

THIS SUPPLY AGREEMENT EXECUTED this October 22ndth day of , 2015

Coal Valley Properties, LLC

/s/ William Spence  
Signature

William Spence  
Printed Name

President  
Title

10-27-15  
Date

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**EXHIBIT A**

**Operator will handle and load an undetermined amount of the specified Fuel onto Scrubgrass Generating Co., LP trucks.**

**EXHIBIT B**

**The coal will originate from the Soldier site in PA. Fuel will have a minimum of 6000 BTU/LB. All quality parameters stated in the previous statement are on an as received basis.**

**PRICING      A.) BASE HANDLING FEE \$21.00 per Ton Scrubgrass Scale Weight, F.O.B. Soldier site.**

**The quantities are estimates only and are subject to increase/decrease depending upon actual job and buyer requirements.**

SUPPLY AGREEMENT  
BY AND BETWEEN  
SCRUBGRASS GENERATING COMPANY, L.P.  
AND  
COAL VALLEY PROPERTIES, LLC  
REFERENCE: SCRUBGRASS SITE CODE 111

THIS Supply Agreement together with the Exhibit(s) (the "Agreement") is made, entered into and effective as of August 14, 2015 (the "Effective Date"), by and between Scrubgrass Generating Co., L.P. with principal facility at 2151 Lisbon Road, Kennerdell, Pa. 16374 (the "Jobsite"), and its permitted assigns (hereinafter, the "Purchaser") and Coal Valley Properties, LLC. with its principal offices at 111 Freeport Road, Pittsburgh, Pennsylvania 15215 (hereinafter, the "Seller"), for the supply of materials (as hereinafter defined). Purchaser and Seller are also referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Purchaser desires to engage Seller to complete, on a fixed price basis, the services as, more fully described in Exhibits A and B.

B. Seller has:

(1) Been provided and reviewed the technical specifications for the services and all other documents relating to the services which Seller has deemed necessary in connection with this Agreement;

(2) Performed or reviewed such other investigations, studies and analyses which Seller has determined to be necessary or prudent in connection with entering into this Agreement.

THEREFORE, in consideration of the sums to be paid to Seller by Purchaser and of the covenants and agreements set forth herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I - SCOPE OF WORK**

The Scope of Work (the "Work") is defined by:

(i) This Agreement;

(ii) Technical Specifications as defined in Exhibit A and Exhibit B.

(iii) Seller's pricing dated August 14, 2015 as defined in Exhibit B excluding any and all commercial terms contained and/or referenced therein.

Seller shall provide all local or county construction permits required for the material (the "Seller Supplied Permits").

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## **ARTICLE II - SCHEDULE OF AGREEMENT**

Seller shall commence the services on or about the dates shown herein and completed by August 14, 2016 or as otherwise mutually agreed to by the Parties.

## **ARTICLE III - COMPENSATION TO SELLER**

In full and complete compensation to the Seller for the satisfactory completion of the services, the Seller shall be paid by the Purchaser the adjustable price (the "Base Handling Fee") of Thirty two dollars and zero cents (\$32.00) in accordance with the provisions stated herein. The Base Handling Fee includes all applicable costs for salaries, materials, tools, Seller Supplied Permits and equipment, as well as all indirect costs, overhead, and fees.

This Supply Agreement may be amended from time to time with any changes or amendments to this Supply Agreement (the "Change Orders") with such Change Orders being authorized in writing by Purchaser prior to their effectiveness.

Invoices directly relating to this Supply Agreement shall be issued by Seller to the Purchaser, with Payments due 30 days after receipt of a correct invoice.

Invoice(s) must be properly documented referencing this Supply Agreement and Scrubgrass Site Code 111

## **ARTICLE IV - NOTIFICATION AND SUBMITTALS**

Unless otherwise specifically provided herein, all Notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to either Party shall be in writing, and any such Notice shall become effective upon the earlier of receipt or seven (7) Days after being deposited in the United States mail, certified or registered with appropriate postage prepaid for first class mail or, if delivered by hand or by courier service or in the form of a telex, telecopy, or telegram, when received, and shall be directed to the address set forth below. A Party may change the address or addresses shown below by providing written Notice to the other Party.

### **PURCHASER:**

Original to:           Scrubgrass Generating Co., L.P.  
                              2151 Lisbon Road  
                              Kennerdell, Pa. 16374  
                              Attention: R.J. Shaffer

### **SELLER:**

Originals to:          Coal Valley Properties, LLC  
                              111 Freeport Road  
                              Pittsburgh, Pa. 15215

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**ARTICLE VI - WHOLE AGREEMENT**

This Supply Agreement is composed solely and exclusively of the following documents and in the event that there is a conflict between information contained within the Supply Agreement documents, the hierarchy of documents shall be:

- A. This Agreement, as modified from time to time;
- B. Exhibit A - Technical Specifications,;
- C. Exhibit B - Seller's pricing excluding any and all commercial terms contained and/or referenced therein.

Prior to Seller performing any of the services associated with this Supply Agreement and in order to establish the effectiveness of this Agreement, the Parties shall acknowledge, accept and agree to this Supply Agreement by signing below and returning a copy of this signed Supply Agreement to the Purchasers.

THIS SUPPLY AGREEMENT EXECUTED this August 14th day of 2015

Coal Valley Properties, LLC

/s/ Joe Anania  
Signature

Joe Anania  
Printed Name

CFO  
Title

8-14-2015  
Date

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**EXHIBIT A**

**Operator will handle and load an undetermined amount of the specified Fuel onto Scrubgrass Generating Co., LP trucks.**

**EXHIBIT B**

**The coal will originate from the Kennedy site in PA. Fuel will have a minimum of 8,000 BTU/LB. All quality parameters stated in the previous statement are on an as received basis.**

**PRICING      A.) BASE HANDLING FEE \$32.00 per Ton, F.O.B. Kennedy site.**

**The quantities are estimates only and are subject to increase/decrease depending upon actual job and buyer requirements.**

SUPPLY AGREEMENT  
BY AND BETWEEN  
SCRUBGRASS GENERATING COMPANY, L.P.  
AND  
COAL VALLEY PROPERTIES, LLC  
REFERENCE: SCRUBGRASS SITE CODE 125

THIS Supply Agreement together with the Exhibit(s) (the "Agreement") is made, entered into and effective as of October 15, 2015 (the "Effective Date"), by and between Scrubgrass Generating Co., L.P. with principal facility at 2151 Lisbon Road, Kennerdell, Pa. 16374 (the "Jobsite"), and its permitted assigns (hereinafter, the "Purchaser") and Coal Valley Properties, LLC with its principal offices at 111 Freeport Road, Pittsburgh, Pennsylvania 15215 (hereinafter, the "Seller"), for the supply of materials (as hereinafter defined). Purchaser and Seller are also referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Purchaser desires to engage Seller to complete, on a fixed price basis, the services as, more fully described in Exhibits A and B.

B. Seller has:

(1) Been provided and reviewed the technical specifications for the services and all other documents relating to the services which Seller has deemed necessary in connection with this Agreement;

(2) Performed or reviewed such other investigations, studies and analyses which Seller has determined to be necessary or prudent in connection with entering into this Agreement.

THEREFORE, in consideration of the sums to be paid to Seller by Purchaser and of the covenants and agreements set forth herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I - SCOPE OF WORK**

The Scope of Work (the "Work") is defined by:

- (i) This Agreement;
- (ii) Technical Specifications as defined in Exhibit A and Exhibit B.
- (iii) Seller's pricing as defined in Exhibit B excluding any and all commercial terms contained and/or referenced therein.

Seller shall provide all local or county construction permits required for the material (the "Seller Supplied Permits").

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## **ARTICLE II - SCHEDULE OF AGREEMENT**

Seller shall commence the services on or about the dates shown herein and completed by December 31, 2016 or as otherwise mutually agreed to by the Parties.

## **ARTICLE III - COMPENSATION TO SELLER**

In full and complete compensation to the Seller for the satisfactory completion of the services, the Seller shall be paid by the Purchaser the adjustable price (the "Base Handling Fee") of Six dollars and zero cents (\$6.00) in accordance with the provisions stated herein. The Base Handling Fee includes all applicable costs for salaries, materials, tools, Seller Supplied Permits and equipment, as well as all indirect costs, overhead, and fees.

This Supply Agreement may be amended from time to time with any changes or amendments to this Supply Agreement (the "Change Orders") with such Change Orders being authorized in writing by Purchaser prior to their effectiveness.

Invoices directly relating to this Supply Agreement shall be issued by Seller to the Purchaser, payments shall be made the 20<sup>th</sup> of the following month for material delivered from the 1<sup>st</sup> to the 15<sup>th</sup>, and the first Monday of the second month for material delivered from the 16<sup>th</sup> to the end of the month, after receipt of a correct invoice.

Invoice(s) must be properly documented referencing this Supply Agreement and Scrubgrass Site Code 125 and include a unique invoice number.

## **ARTICLE IV — NOTIFICATION AND SUBMITTALS**

Unless otherwise specifically provided herein, all Notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to either Party shall be in writing, and any such Notice shall become effective upon the earlier of receipt or seven (7) Days after being deposited in the United States mail, certified or registered with appropriate postage prepaid for first class mail or, if delivered by hand or by courier service or in the form of a telex, telecopy, or telegram, when received, and shall be directed to the address set forth below. A Party may change the address or addresses shown below by providing written Notice to the other Party.

### **PURCHASER:**

Original to:           Scrubgrass Generating Co., L.P.  
                              2151 Lisbon Road  
                              Kennerdell, Pa. 16374  
                              Attention: R.J. Shaffer

### **SELLER:**

Originals to:           Coal Valley Properties, LLC  
                              111 Freeport Road  
                              Pittsburgh, Pa. 12215

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**ARTICLE VI - WHOLE AGREEMENT**

This Supply Agreement is composed solely and exclusively of the following documents and in the event that there is a conflict between information contained within the Supply Agreement documents, the hierarchy of documents shall be:

- A. This Agreement, as modified from time to time;
- B. Exhibit A - Technical Specifications,;
- C. Exhibit B - Seller's pricing excluding any and all commercial terms contained and/or referenced therein.

Prior to Seller performing any of the services associated with this Supply Agreement and in order to establish the effectiveness of this Agreement, the Parties shall acknowledge, accept and agree to this Supply Agreement by signing below and returning a copy of this signed Supply Agreement to the Purchasers.

THIS SUPPLY AGREEMENT EXECUTED this October 30th day of , 2015

Coal Valley Properties, LLC

William Spence  
Signature

William Spence  
Printed Name

President  
Title

11-2-2015  
Date

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**EXHIBIT A**

**Operator will handle and load an undetermined amount of the specified Fuel onto Scrubgrass Generating Co., LP trucks.**

**EXHIBIT B**

**The coal will originate from the Laurel Ridge site in PA. All quality parameters stated in the previous statement are on an as received basis.**

**PRICING      A.) BASE HANDLING FEE \$6.00 per Ton Scrubgrass Scale Weight, F.O.B. Soldier site.**

**The quantities are estimates only and are subject to increase/decrease depending upon actual job and buyer requirements.**

Consent of Independent Registered Public Accounting Firm

To the Partners and Members  
and Board of Directors  
Scrubgrass Generating Company, L.P. and  
Stronghold Digital Mining, LLC.  
Kennerdell, Pennsylvania

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement of our report dated May 10, 2021, relating to the combined financial statements of Scrubgrass Generating Company, L.P. and Stronghold Digital Mining, LLC. which are contained in that Prospectus and Registration Statement.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ Urish Popeck & Co., LLC

Pittsburgh, PA

August 31, 2021

Consent of Independent Registered Public Accounting Firm

To the Stockholders' and  
Board of Directors  
Stronghold Digital Mining, Inc.  
New York, New York

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement of our report dated July 26, 2021, relating to the financial statement of Stronghold Digital Mining, Inc. which is contained in that Prospectus and Registration Statement.

We also consent to the reference to us under the caption "Experts" in the Prospectus and Registration Statement.

/s/ Urish Popeck & Co., LLC

Pittsburgh, PA

August 31, 2021

Consent of Independent Auditor

To the Members of  
Panther Creek Power Operating LLC  
Nesquehoning, PA

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement of our report dated June 11, 2021, relating to the financial statements of Panther Creek Power Operating LLC, which is contained in that Prospectus. Our report contains an explanatory paragraph regarding Panther Creek Power Operating LLC's ability to continue as a going concern.

We also consent to the reference to us under the caption "Experts" in the Prospectus and Registration Statement.

/s/ Urish Popeck & Co., LLC

Pittsburgh, PA

August 31, 2021

**CONSENT TO BE NAMED IN REGISTRATION STATEMENT**

The undersigned hereby consents to the references to our firm in the form and context in which they appear in this Registration Statement on Form S-1 and the related prospectus that is a part thereof. We hereby further consent to the use in such Registration Statement and prospectus of information contained in our following report: "Stronghold Digital Mining: Electric Supply Benchmarks," dated June 28, 2021.

**PA Consulting Group, Inc.**

By: /s/Mark Repsher

Name: Mark Repsher

Title: Member of PA's Management Group

August 19, 2021