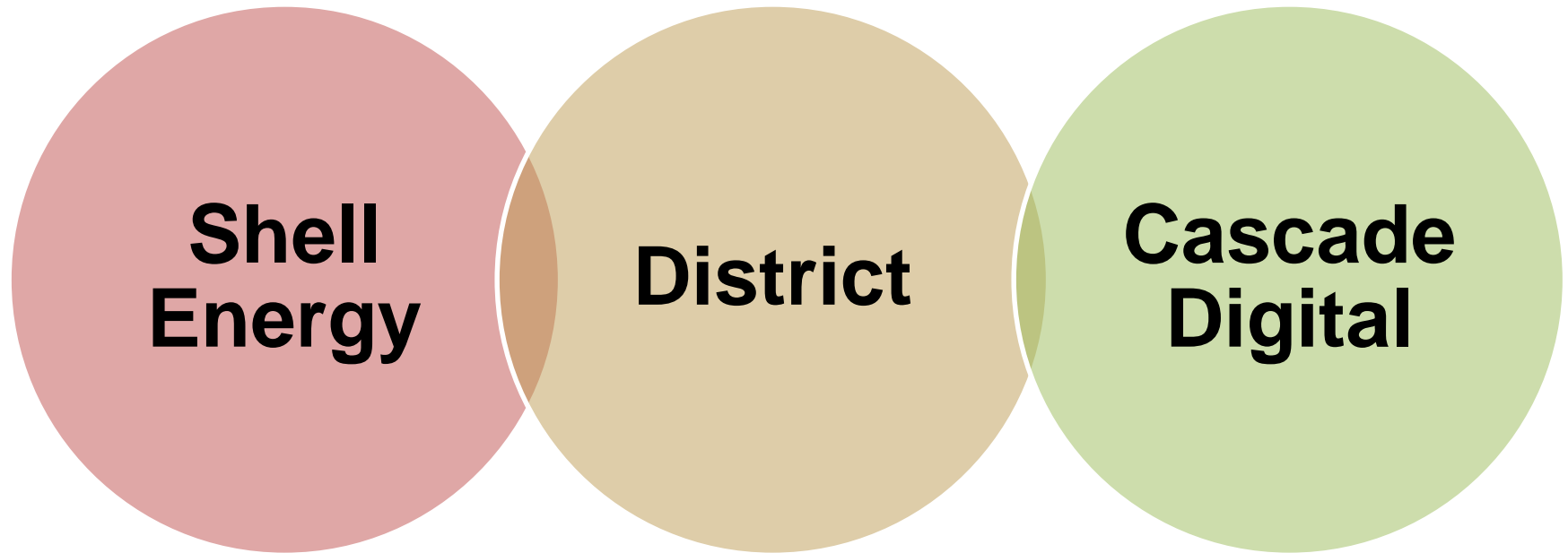


POWER CONTRACT WITH CASCADE DIGITAL MINING

Disclaimers

- Negotiated documents are subject to final approval by the parties' authorized representatives.
- The content of these slides is not an exhaustive list of all transaction terms.
- Numbers in these slides may be revised.
- Nothing in this presentation should be construed as the provision of legal advice.

Proposed Structure



General Terms

Transaction Overview

- Wholesale Agreement - WSPP Confirmation with Shell Energy North America (U.S.), LP
- Retail Agreement - Electric Service Agreement with Cascade Digital Mining, LLC

Term; Effective Date

- Effective upon satisfaction of all Conditions Precedent
- Delivery Period starts later of August 1, 2022, or 3 Business Days after Effective Date
- Term through September 30, 2023

Power Supply

- System Product
- Market Product

Contract Quantity Cap

- 100 MW

System Product

Power Source

- District resources displaced by BPA Net Requirement power (annually determined, Oct 1 – Sept 30)
- No environmental attributes

Payment Obligation

- Take-or-Pay on BPA Fiscal Year basis
- Prepaid before start of Delivery Month, take-or-pay

District Delivery Fee

- \$292,000 per month
- Take-or-Pay for Term of ESA

Volumes and Scheduling

- Volumes established annually by District in advance of BPA Fiscal Year
- Volumes to be up to, but not greater than, BPA Net Requirement

Market Product

Power Source

- Market power from Shell Energy
- No environmental attributes

Payment Obligation

- Prepaid, month-to-month obligation for energy
- Cascade subject to variable monthly market pricing

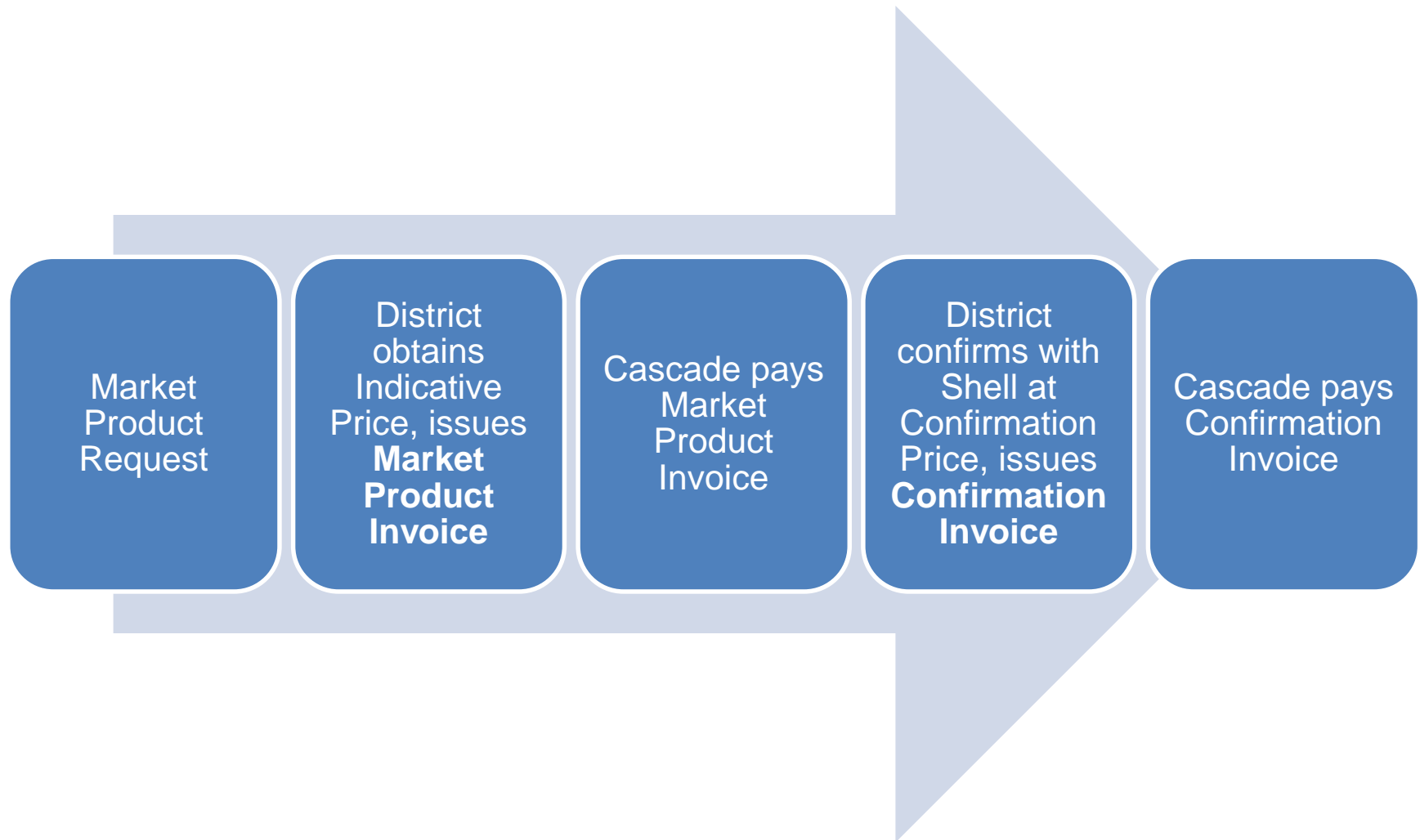
Market Delivery Fee

- \$2.50 on all Market Product MWhs as set forth in Exhibit B
- Take-or-pay obligation

Volumes and Scheduling

- Market Product Request process
- Potential for diurnal blocks (LLH/HLH)

Market Product Scheduling



Invoicing

Monthly Invoice

- Prepayment of:
 - System Product costs
 - All Delivery Fees
 - Transmission, taxes, environmental compliance, resource adequacy
- Prior Deviation Charges
- Credit for prior Remarketed Product

Market Product Invoice

- Prepayment of Indicative Price for Market Product

Confirmation Invoice

- True-up from Market Product Invoice

Performance Assurance

Form of Performance Assurance

- Letter of Credit issued or confirmed by Qualified Institution

Fixed Performance Assurance

- Highest cash amounts (~\$7M)
- System Product (~\$3.7M)
- District Delivery Fee (~\$4.1M)
- Market Delivery Fee (~\$1.5M)

Variable Performance Assurance

- Potential Future Exposure on System Product
- Deviation Charges (~\$50k)
- Additional Imbalance Charges

Parent Guaranty from Allrise Capital Inc.

Default and Termination

Events of Default

- Nonpayment
- Failure to respond to Material Adverse Condition notification
- Bankruptcy
- Failure to maintain Performance Assurance
- Transfer or assignment without District consent
- Exercise of PURPA rights
- Failure to meet power quality standards
- Violation of Anti-Corruption Laws or Economic Sanction Laws
- Failure to satisfy any other material obligation

Termination Payment

Additional Terms

Transmission

- Non-firm, subject to BA Agreement
- District reserves right to require firm transmission

Remarketing

- Cascade may receive remarketing proceeds no greater than cost paid for power (excluding taxes, delivery fees, etc.)

Power Quality

- 0.99 power factor (0.97 for load less than 85MW)
- District reserves right to require certain load factor
- Industry standard requirements for voltage, current, protective devices

Exhibits

1. Definitions
2. Contract Quantity
3. Power Quality Requirements
4. Notices
5. Mitigation Protocol
6. One-Line Diagrams
7. WSPP Confirmation
8. Guaranty

Questions