

Mercury.

CONSULTING SERVICES AGREEMENT

Greenidge Generation LLC ("Client") hereby enters into this consulting services agreement ("Agreement") effective as of March 1, 2014 ("Effective Date") to retain **Mercury Public Affairs LLC**, a New York limited liability company having a business address at 250 Greenwich Street, 36th Floor, 7 World Trade Center, New York, NY 10007 ("Consultant"), as an independent contractor to perform the services described herein.

1. **The Services.** Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant should provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).
2. **Payment Terms.** Client and Consultant agree that Consultant shall be entitled to receive the fees, compensation and retainer set forth on Schedule 2, which may be modified from time to time as mutually agreed to in writing. In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses would only be incurred with the approval of the Client. Payment in full shall be made to Consultant within thirty (30) days after an invoice is rendered. For ongoing fees, compensation or retainers, Client will be billed on the 1st of every month except if Agreement begins mid month. In such cases, Client will be billed on a prorated basis in the first and last month of the Agreement. In the event that Client does not pay such invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset.
3. **Term.** The Term of this Agreement shall begin on the Effective date and will continue in effect until September 1, 2014 (the "Term"). The Term of this Agreement shall continue on a month to month basis thereafter, unless terminated by either party on thirty (30) days prior written notice to the other party.
4. **Client Contact.** Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.
5. **Independent Contractor Status.** Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

6. Non-Compete. Each party acknowledges that the other party's employees are a valuable asset of such party. Accordingly, each party agrees that during the term of this Agreement and for one (1) year thereafter, such party shall not, directly or indirectly, knowingly recruit or solicit, or employ, engage as a consultant, or otherwise retain, any of the other party's employees who are involved in the performance of this Agreement. Each party agrees that the other party's remedy at law for a breach of the provisions of this paragraph shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it might have.
7. Confidential Information/Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.
8. Non-Exclusive/Performance. Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so. Notwithstanding anything contained in this Section 8 to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.
9. Indemnification. Each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any negligence, gross negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents.

Mechanics of Indemnity. Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section 9.
10. Publicity. Client shall not use Consultant's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Consultant's prior written approval.

11. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.
12. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via facsimile or email, and will be deemed given when so delivered personally or if sent via facsimile, to a facsimile number designated below with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing as follows:

If to Consultant:

Mercury Public Affairs LLC
14502 North Dale Mabry Hwy, Suite 104
Tampa, FL 33618
Attention: Bibi Rahim
Telephone: 813-908-1380
Fax: 813-969-0368
Email: Finance@mercuryllc.com

If to Client:

Greenidge Generation LLC
1 Sound Shore Drive, Suite 203
Greenwich, CT 06830
Attention: Zach Sufrin
Telephone: 203-983-7909
Email: zsufrin@atlasholdingsllc.com

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements negotiated, executed and performed entirely within the State of New York, without regard to its conflicts of laws rules.
14. No Liability of Consultant. Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.
15. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be adjudicated in a court of competent jurisdiction located in New York County, New York. Client hereby irrevocably consents to and submits to the personal jurisdiction of such courts and waives any defense in the nature of forum non conveniens or like claim related thereto. Without limiting the foregoing, each party acknowledges that it is hereby waiving any right to have any such dispute resolved by jury trial.

The prevailing party in any legal proceeding in connection with this Agreement shall have the right to require the non-prevailing party in such proceeding to make payment to and

reimburse the prevailing party for the entire amount of the legal fees and related expenses which the prevailing party shall have incurred in connection with the commencement, prosecution or defense of such proceeding and the trier of fact in such proceeding shall as a component of any judgment or award make an award to the prevailing party of such legal fees and expenses. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

16. General.

(a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

(c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(g) Notwithstanding any provision to the contrary in this Agreement, in no event shall Consultant be liable to Client (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by Client for the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

Mercury Public Affairs LLC

By: 

Name: MICHAEL McKEON

Title: Partner

Date: 3 / 16 /2014

Greenidge Generation LLC

By: 

Name: Zachary Sufria

Title: Secretary

Date: 3 / 19 /2014

SCHEDULE 1

Services

Mercury Public Affairs, LLC will provide strategic consulting and management services specific to issues facing the Client in the areas of government relations and issues management.

Consultant will comply with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of services under this contract.

SCHEDULE 2

Compensation

For consulting services identified in Schedule One, Client will compensate Mercury Public Affairs, LLC \$20,000.00 per month.

Polling expenditures and any media/advertising expenditures including both production and placement will be billed in addition to the monthly retainer and will only be made with the approval of the Client.

Additional miscellaneous expenses, such as travel, will be billed in addition to the retainer and expenditures would only be made with the approval of the Client.

SCHEDULE 3

Contact Information

Greenidge Generation LLC
1 Sound Shore Drive, Suite 203
Greenwich, CT 06830
Attention: Zach Sufrin
Telephone: 203-983-7909
Email: zsufrin@atlasholdingsllc.com