

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

FORM 8-K

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

**December 23, 2022
Date of Report (date of earliest event reported)**

Greenidge Generation Holdings Inc.
(Exact name of registrant as specified in its charter)

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

**001-40808
(Commission File Number)**

**86-1746728
(I.R.S. Employer Identification Number)**

**135 Rennell Drive, 3rd Floor
Fairfield, CT 06890
(Address of principal executive offices and zip code)
(203) 718-5960
(Registrant's telephone number, including area code)**

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

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

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

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Class A common stock, par value \$.0001	GREE	NASDAQ Global Select Market
8.50% Senior Notes due 2026	GREEL	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 12b-2 of the Exchange Act.

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement
Item 8.01 Other Events

On December 23, 2022, Greenidge Generation Holdings, Inc. (“Greenidge”) and its subsidiaries Greenidge Generation LLC, GTX GEN 1 Collateral, LLC, GSC Collateral LLC, and GNY Collateral LLC entered into a Limited Waiver and Amendment of Loan Documents (the “NYDIG Waiver”) with NYDIG ABL LLC (“NYDIG”) and NYDIG Trust Company LLC (“NYDIG Trust” and collectively with NYDIG, the “Lender Parties”).

The Lender Parties and Greenidge’s subsidiaries named above are parties to certain Master Equipment Finance Agreements and related loan documentation (the “Loan Documents”). Pursuant to the Loan Documents, Greenidge’s subsidiaries owed a payment of principal and interest in the amount of approximately \$1.0 million due on December 25, 2022. Pursuant to the NYDIG Waiver, the Lender Parties agreed that failure to pay the December 25 payment when due would not be an event of default if that payment were made in full by January 10, 2023. The NYDIG Waiver left the due dates for other scheduled payments under the Loan Documents unaffected. The parties also agreed that if certain other defaults occur, all of the principal amount due and owing under the Loan Documents shall automatically and immediately become due and payable.

On December 29, 2022, Greenidge and B Riley Commercial Capital, LLC (“BRCC”) entered into a Waiver and Acknowledgement Letter (the “B Riley Waiver”) regarding the terms of the Amended and Restated Bridge Promissory Note dated August 10, 2022 executed by Greenidge in favor of BRCC (the “BRCC Note”). Under the B Riley Waiver, BRCC agreed that Greenidge’s failure to pay the approximately \$1.5 million payment of principal and interest due under the BRCC Note on December 20, 2022 would not be an event of default if that payment were made in full by the earlier of January 16, 2023 or the date that Greenidge and BRCC enter into a mutually satisfactory amendment to the BRCC Note addressing, among other things, future amortization requirements under the BRCC Note. The waiver left the due dates for other scheduled payments under the BRCC Note unaffected.

The foregoing description of the NYDIG Waiver and the B Riley Waiver (collectively, the “Waivers”) does not purport to be complete and is qualified in its entirety by reference to the full text of the Waivers, which are attached to this Current Report on Form 8-K as Exhibit 10.1 and Exhibit 10.2, which are incorporated by reference herein.

As previously reported, Greenidge entered into a non-binding term sheet dated as of December 19, 2022 with NYDIG to potentially restructure its approximately \$74 million of debt remaining with NYDIG under the Loan Documents. As part of that debt restructuring, NYDIG would purchase miners with a capacity of approximately 2.8 EH/s for approximately \$50 million, to be effected by reducing Greenidge’s debt owed to NYDIG by such amount. If the purchase of miners was closed by December 31, 2022, Greenidge estimates it would record a loss on the sale of the miners of approximately \$60 to \$70 million arising out of the difference between the carrying value of the miners on Greenidge’s books and the amount of debt cancelled upon their sale. Based on this information and other factors, Greenidge currently expects a total long-lived asset impairment to the Crypto and Power segment in the fourth quarter, including the write-down of the miners expected to be sold to NYDIG, of approximately \$90 to \$110 million. This excludes further impairments to Support.com’s assets, which are also anticipated to require a write down as a result of the non-renewal of its largest customer contract and pending the sale of its assets. The total carrying value as of September 30, 2022 of the Support.com assets that could be affected by this write-down was approximately \$5.0 million.

Greenidge is offering shares of its Class A Common Stock in an at-the-market offering through B. Riley Securities, Inc. as sales agent. In accordance with the terms BRCC Note described above (filed as an exhibit to Greenidge’s Quarterly Report on Form 10-Q for the quarter ended September 30, 2022), until such time as the BRCC Note is paid in full or amended, Greenidge will use the net proceeds from sales under the at-the-market offering to prepay principal outstanding on the BRCC Note.

Item 9.01 - Financial Statements and Exhibits

(d) The following exhibits are being filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Limited Waiver and Amendment of Loan Documents dated as of December 23, 2022, by and among Greenidge Generation Holdings, Inc., Greenidge Generation LLC, GTX GEN 1 Collateral, LLC, GSC Collateral LLC, and GNY Collateral LLC and NYDIG ABL, LLC and NYDIG Trust Company LLC</u>
10.2	<u>Waiver and Acknowledgement Letter dated as of December 29, 2022, by and among Greenidge Generation Holdings, Inc. and B Riley Commercial Capital, LLC.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)



December 23, 2022

Via Electronic Mail

Greenidge Generation Holdings Inc.,
 Greenidge Generation LLC,
 GTX Gen 1 Collateral LLC,
 GNY Collateral LLC,
 GSC Collateral LLC,
 135 Rennell Drive, 3rd Floor
 Fairfield, CT 06890
 Attention: Robert Loughran

Re: Limited Waiver and Amendment of Loan Documents

Ladies and Gentlemen:

Reference is hereby made to (i) the Master Equipment Finance Agreement, dated as of May 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Generation MEFA"), by and between Greenidge Generation LLC, a New York limited liability company ("Generation Borrower") and NYDIG ABL, LLC (f/k/a Arctos Credit, LLC) ("NYDIG") and together with its Affiliates the "Lender Parties") and the following schedules entered into pursuant to the MEFA: Schedule 1, dated as of May 25, 2021 ("Schedule 1"), Schedule 2, dated as of May 25, 2021 ("Schedule 2"), Schedule 3, dated as of May 25, 2021 ("Schedule 3") and Schedule 4, dated as of May 25, 2021 ("Schedule 4", and together with Schedule 1, Schedule 2 and Schedule 3, the "Generation Schedules", and the Generation Schedules, together with Generation MEFA, all related Acceptance Certificates and Other Agreements and any other document entered into in connection therewith, the "Generation Loan Documents"), (ii) that certain Master Equipment Finance Agreement, dated as of March 21, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified prior to the date hereof, the "GNY MEFA", together with the Generation MEFA, the "MEFAs" and each, a "MEFA") by, among others, GTX Gen 1 Collateral LLC, a Delaware limited liability company ("GTX"), GNY Collateral LLC, a Delaware limited liability company ("GNY"), GSC Collateral LLC, Delaware limited liability company ("GSC" and, together with GTX and GNY, the "GNY Borrowers"), Greenidge Generation Holdings, Inc., a Delaware corporation, as guarantor ("Parent", together with the Generation Borrower and the GNY Borrowers, the "Loan Parties"), and NYDIG, as Lender, and the following schedules entered into pursuant to the GNY MEFA: Loan Schedule No. 2 to the GNY MEFA, Loan Schedule No. 3 to the GNY MEFA, Loan Schedule No. 4 to the GNY MEFA, Loan Schedule No. 5 to the GNY MEFA, Loan Schedule No. 6 to the GNY MEFA, Loan Schedule No. 7 to the GNY MEFA and Loan Schedule No. 8 to the GNY MEFA, each dated March 21, 2022 (each as amended, restated, amended and restated, supplemented, or otherwise modified prior to the date hereof, collectively the "GNY Loan Schedules", together with the Generation Loan Schedules, the "Schedules", and together with the GNY MEFA, all related Acceptance Certificates and Other Agreements and any other document entered into in connection therewith, the "GNY Loan Documents" and, together with the Generation Loan Documents, the "Loan Documents"), each between Lender, the Borrowers and Parent and (iii) that certain Letter of understanding regarding terms and conditions of control of GTX Gen 1 Collateral LLC Account, dated as of September 29, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified prior to the date hereof, the "Blocked Account Side Letter") among NYDIG, NYDIG Trust Company LLC (the "Custodian") and GTX, as Pledgor.

Pursuant to the Generation Loan Documents, each Payment due under the Generation Loan Documents shall be due and payable on the 25th of each calendar month (each such date a "Payment Date"), as set forth under the heading "Summary of Payment Terms" in each Generation Schedule. The Generation Borrower and Lender Parties desire to amend the Payment Date occurring during the calendar month of December 2022 (the "December Payment Date") on the terms and conditions set forth herein. For the avoidance of doubt, nothing in this letter agreement shall be deemed to amend (or otherwise extend or waive) any Payment Date other than the December Payment Date.

1. **Limited Waiver of the Loan Documents.**

NYDIG hereby agrees that failure to make the scheduled payment of principal and interest with respect to any or all of the Schedules on the December Payment Date shall not constitute a default or Event of Default under the Generation MEFA unless:

- (i) all amounts due on the December Payment Date shall not have been paid in full in cash on or prior to January 10, 2023; or
- (ii) prior to January 10, 2023, an Event of Default under Section 11(g) of the Generation MEFA shall occur.

Upon the occurrence of the events in either clause (i) or (ii) above, the limited waiver in this Section 1 shall be of no further force and effect, and NYDIG shall be entitled to exercise all rights and remedies in accordance with the terms of the Generation MEFA, including the accruing of default interest pursuant to Section 12(i) of the Generation MEFA from the December Payment Date.

The parties hereto acknowledge that certain payments of principal and interest owed in respect of the Generation Loan Schedules and the GNY Loan Schedules were, between October 25, 2022 and the date hereof, made using the Restricted Funds (as defined in the Blocked Account Side Letter). NYDIG and the Custodian hereby consent to the use of the Restricted Funds to make such payments.

2. **Amendment to the Generation MEFA.**

With effect from the date hereof, the Generation MEFA shall be amended as follows:

- (i) Section 12 of the Generation MEFA is hereby amended by adding the following sentence immediately after the first sentence thereof:

“Notwithstanding the foregoing, if an Event of Default pursuant to Section 11(g) occurs, all of the principal amount due and owing under each of the Schedules and all other Obligations of Borrower hereunder and under any other Loan Documents shall automatically and immediately become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.”

3. **Reaffirmation of Obligations; Reaffirmation of Loan Documents.**

Each of the Loan Parties hereby, immediately after giving effect to amendments, supplements and modifications contained herein, confirms (i) its Obligations under each Loan Document, in each case as amended, restated, supplemented or modified immediately after giving effect to this Letter, (ii) that its Obligations as amended, restated, supplemented or modified hereby under each MEFA and the other Loan Documents are entitled to the benefits of the grants of security interests, pledges and guarantees, as applicable, set forth in the Loan Documents, in each case, as amended, restated, supplemented or modified immediately after giving effect to this Letter; (iii) that its Obligations under each MEFA and the other Loan Documents immediately after giving effect to this Letter constitute Obligations and that the Obligations shall remain in full force and effect (except as such Obligations have been expressly amended, restated, supplemented, or otherwise modified hereby), (iv) that such Obligations shall continue to be entitled to the benefits of the grant set forth in the Loan Documents, as amended, restated, supplemented or otherwise modified hereby and (v) that pursuant to the terms of Section 3(d) of the Generation MEFA and Section 5(a) of the GNY MEFA, NYDIG has a first priority security interest in the “Collateral” (as defined in each respective MEFA).

4. **Release.**

In consideration of the foregoing, each Loan Party, for itself and for its past, present and future successors in title, representatives, assignees, agents, officers and directors, does hereby and shall be deemed to have forever remised, released and discharged Lender Parties and any of their successors-in-title, legal representatives and assignees, past, present and future officers, directors, shareholders, trustees, agents, employees, consultants, experts, advisors, attorneys and other professionals and all other persons and entities to whom the Lender Parties would be liable if such persons or entities were found to be liable to the Loan Parties

or any of their Affiliates, or any of them (collectively hereinafter the “Released Parties”), from any and all manner of action and actions, cause and causes of action, claims, charges, demands, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, damages, judgments, expenses, executions, liens, claims of liens, claims of costs, penalties, attorneys’ fees, or any other compensation, recovery or relief on account of any liability, obligation, demand or cause of action of whatever nature, whether in law, equity or otherwise (including without limitation those arising under 11 U.S.C. §§ 541-550 and interest or other carrying costs, penalties, legal, accounting and other professional fees and expenses, and incidental, consequential and punitive damages payable to third parties), whether known or unknown, fixed or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against any of the Released Parties, whether held in a personal or representative capacity, and which are based on any act, fact, event or omission or other matter, cause or thing occurring at or from any time prior to and including the date hereof in any way, directly or indirectly arising out of, connected with or relating to this Letter or the Loan Documents, and the transactions contemplated hereby and thereby, and all other agreements, certificates, instruments and other documents and statements (whether written or oral) related to any of the foregoing.

5. No Actions, Claims, Etc.

Each Loan Party acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages or liabilities of whatever kind or nature, in law or in equity, against Lender arising from any action or failure of the Lender Parties to act under this Letter or any other Loan Document on or prior to the date hereof, or of any offset right, counterclaim or defense of any kind against any of its respective obligations, indebtedness or liabilities to the Lender Parties under this Letter or any other Loan Document. Each Loan Party unconditionally releases, waives and forever discharges on its own behalf and on behalf of each of its subsidiaries and Affiliates (i) any and all liabilities, obligations, duties, promises or indebtedness of any kind of the Lender Parties to the Loan Parties, except the obligations required to be performed by the Lender Parties or agents under the Loan Documents on or after the date hereof and (ii) all claims, offsets, causes of action, suits or defenses of any kind whatsoever (if any), whether arising at law or in equity, whether known or unknown, which a Loan Party might otherwise have against the Lender Parties in connection with this Letter or the other Loan Documents or the transactions contemplated thereby, in the case of each of clauses (i) and (ii), on account of any past or presently existing condition, act, omission, event, contract, liability, obligation, indebtedness, claim, cause of action, defense, circumstance or matter of any kind.

6. Costs and Expenses; No Fiduciary Duty.

The Loan Parties shall promptly pay all reasonable invoiced fees, costs and expenses of the Lender Parties incurred in connection with the preparation, execution and delivery, administration, interpretation and enforcement of this Letter, the MEFAs and the other Loan Documents and all other agreements, instruments and documents relating to this transaction, the consummation of the transactions contemplated by all such documents, the preservation of all rights of the Lender Parties, the negotiation, preparation, execution and delivery of any amendment, modification or supplement of or to, or any consent or waiver under, any such document (or any such instrument that is proposed but not executed and delivered) and with any claim or action threatened, made or brought against the Lender Parties arising out of or relating to any extent to this Letter, the MEFAs, the other Loan Documents or the transactions contemplated hereby or thereby (other than to the extent it has been found by a final, non-appealable judgment of a court that any such loss, claim, damage or liability results from the willful misconduct or gross negligence of the Lender Parties in connection therewith). In no event shall the Lender Parties, their affiliates, or any of their respective officers, directors, employees, affiliates, advisors, consultants and agents have any liability for any indirect, consequential or punitive damages in connection with or as a result of such parties’ activities related to this Letter or the Loan Documents. Notwithstanding the foregoing or anything contained in the MEFAs or other Loan Documents to the contrary, the Lender Parties do not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any other secured party other than as expressly set forth herein and in the other Loan Documents. Each Loan Party acknowledges that before execution and delivery of this Letter, the Lender Parties have no obligation to negotiate with the Loan Parties or any other person or entity concerning anything contained in this Letter. Each Loan Party agrees on its own behalf and on behalf of its directors, officers, employees, lawyers, advisors and consultants of the Loan Parties and their Affiliates that the

Lender's execution of this Agreement does not create any such obligation and that each such Person has made its own decisions regarding all of its operations and its incurrence and payment of all third-party debt and all other payments.

7. **Construction.**

This Letter and all other agreements and documents executed and/or delivered in connection herewith have been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this Letter nor any such other agreements and documents nor any alleged ambiguity therein shall be interpreted or resolved against any party on the ground that such party or its counsel drafted this Letter or such other agreements and documents, or based on any other rule of strict construction. Each of the parties hereto represents and declares that such party has carefully read this Letter and all other agreements and documents executed in connection therewith, and that such party knows the contents thereof and signs the same freely and voluntarily. **THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED BY LEGAL COUNSEL OF THEIR OWN CHOOSING IN NEGOTIATIONS FOR AND PREPARATION OF THIS LETTER AND ALL OTHER AGREEMENTS AND DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND THAT EACH OF THEM HAS READ THE SAME AND HAD THEIR CONTENTS FULLY EXPLAINED BY SUCH COUNSEL AND IS FULLY AWARE OF THEIR CONTENTS AND LEGAL EFFECT.**

8. **Reference to and Effect on the MEFAs and the Other Loan Documents.**

On and after the date hereof, (i) this Letter is an "Other Agreement" and (ii) each reference in the MEFAs, the Schedules or Other Agreements of "the MEFA", "the Schedule", "Other Agreements", "hereunder", "hereof", "thereunder", "thereof" or words of like import referring to the foregoing, shall mean and be a reference to the MEFAs, the Schedules or the Other Agreements, as amended by this Letter. The execution, delivery and effectiveness of this Letter shall not, except as expressly provided herein, operate as a waiver or novation of any Loan Document or of any right, power or remedy of Lender under any Loan Document, nor, except as expressly provided herein, constitute a waiver or novation of any provision of any of the Loan Documents.

9. **Miscellaneous.**

This Letter shall have no effect unless fully executed by both parties hereto. The provisions of Section 19 (*Miscellaneous*), Section 20 (*Counterparts; Chattel Paper*) and Section 21 (*Governing Law, Jurisdiction, Jury Trial Waiver*) of the Generation MEFA shall be incorporated by reference and shall apply into this Letter, *mutatis mutandis*, as if set out in full in this Letter.

[Signature page follows]

Very truly yours,

NYDIG ABL LLC, as Lender

By: /s/ Trevor Smyth
Name: Trevor Smyth
Title: Head of Structured Financing

NYDIG Trust Company LLC, as Custodian

By: /s/ John Vitha
Name: John Vitha
Title: Authorized Person

ACKNOWLEDGED AND AGREED BY:

GREENIDGE GENERATION LLC, as a Borrower

By: /s/David Anderson
Name: David Anderson
Title: CEO

GTX GEN 1 COLLATERAL LLC, as a Borrower

By: /s/David Anderson
Name: David Anderson
Title: Authorized Representative

GNY COLLATERAL LLC, as a Borrower

By: /s/David Anderson
Name: David Anderson
Title: Authorized Representative

GSC COLLATERAL LLC, as a Borrower

By: /s/David Anderson
Name: David Anderson
Title: Authorized Representative

GREENIDGE GENERATION HOLDINGS INC., as Parent

By: /s/David Anderson
Name: David Anderson
Title: CEO

B. RILEY COMMERCIAL CAPITAL, LLC
11100 Santa Monica Blvd., Ste 800 Los Angeles,
California 90025

Dated: December 29, 2022
Effective as of December 20, 2022

Greenidge Generation Holdings Inc. 135 Rennell Drive,
3rd Floor Fairfield, CT 06890
Attention: General Counsel

Re: Amended and Restated Bridge Promissory Note – Waiver and Acknowledgement Letter (this “Letter”)

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Bridge Promissory Note, with an amendment and restatement dated of August 10, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Note”), issued by Greenidge Generation Holdings Inc., a Delaware corporation (the “Borrower”) in favor of B. Riley Commercial Capital, LLC (“BRCC”) or its assigns. Capitalized terms used in this Letter without definition shall have the meanings ascribed to such terms in the Note.

Subject to the terms and conditions herein BRCC hereby waives, on a one-time basis, the Event of Default caused by the failure of the Borrower to make December 20, 2022 payment of principal and interest required pursuant to Section 3.1(b) of the Note (the “December Payment”). The foregoing waiver is effective to the earlier of January 16, 2023 or the date that the Borrower and BRCC enter into a mutually satisfactory amendment to the Note (the “Amendment”) addressing, among other things, future amortization requirements under the Note. For the avoidance of doubt, the foregoing accommodation to Borrower shall in no way affect the Borrower’s obligations to make the December Payment, as well as the January 20, 2023 and subsequent monthly payments pursuant to Section 3.1(b) of the Note in the event the Amendment is not mutually executed by the Borrower and BRCC by January 16, 2023, and in such event, the December Payment shall be due and payable on January 16, 2023.

In consideration of, among other things, the waiver and acknowledgment contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Borrower (for itself and on behalf of its equity holders, directors, members, managers, officers, employees, affiliates, successors and assigns, collectively, the “Releasing Parties”) hereby unconditionally, irrevocably and forever remises, releases, acquits, satisfies and discharges BRCC and its officers, employees, directors, equity holders, subsidiaries, successors, assigns, affiliates, agents and attorneys (collectively, the “B. Riley Parties”) of and from any and all claims, cross-claims, counterclaims, demands, liabilities, disputes, damages, suits, proceedings, controversies, penalties, fees, costs, expenses, actions and causes of action (whether at law or in equity) and obligations of every nature whatsoever, whether liquidated or unliquidated, known or unknown, past or present, asserted or unasserted, matured or unmatured, fixed or contingent that Releasing Parties ever had, now has, against or seek from any or all of the B. Riley Parties, which arise from or relate to the Note or any other Loan Document and the transactions relating thereto, and any actions,

omissions, conditions, events or circumstances relating to any of the foregoing, other than for any B. Riley Party's gross negligence or willful misconduct as determined by a final non-appealable judgment by a court of competent jurisdiction. Borrower (for itself and on behalf of the other Releasing Parties) acknowledges that BRCC is specifically relying upon the representations, warranties and agreements contained herein and that such representations, warranties and agreements constitute a material inducement to BRCC in entering into this Letter. Borrower (for itself and on behalf of the other Releasing Parties) acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. To the furthest extent permitted by applicable law, Borrower (for itself and on behalf of the other Releasing Parties) hereby knowingly, voluntarily, intentionally and expressly waives and relinquishes any and all rights and benefits that it respectively may have as against the B. Riley Parties under any law, rule or regulation of any jurisdiction that would or could have the effect of limiting the extent to which a general release extends to claims which a B. Riley Party or Releasing Party does not know or suspect to exist as of the date hereof. Borrower (for itself and on behalf of the Releasing Parties) hereby acknowledges that the waiver set forth in the prior sentence was separately bargained for and that such waiver is an essential term and condition of this Letter (and without which the waiver and acknowledgments herein would not have been agreed to by BRCC).

The foregoing waiver and acknowledgement to the Note is expressly limited as herein provided. By acknowledging where indicated below, Borrower hereby confirms that but for the waiver herein, the Note, is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects. The waiver and acknowledgment contained herein shall not be construed as a waiver or amendment of any other provision of the Note for any purpose except as expressly set forth herein or a consent to any further or future action on the part of BRCC.

Section 13 of the Note is incorporated herein *mutandis mutatis*.

This Letter may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Letter by electronic method of transmission shall be equally effective as delivery of an original executed counterpart of this Letter but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and the binding effect of this Letter.

[Remainder of Page Intentionally Left Blank]

If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Waiver and Acknowledgment Letter and returning it to BRCC.

Sincerely,

B. RILEY COMMERCIAL CAPITAL, LLC

By: /s/ Phil Ahn Name: Phil Ahn
Title: CFO

Agreed and accepted as of the date first written above:

GREENIDGE GENERATION HOLDINGS INC.

By: /s/ David Anderson Name: David Anderson
Title: CEO

[Waiver and Acknowledgment Letter]