
Prepared By and when recorded return to:

Eric J. Breithaupt, Esq.
Stites & Harbison, PLLC
303 Peachtree Street, N.E.
Suite 2800, Truist Plaza
Atlanta, Georgia 30308

MORTGAGE

THIS MORTGAGE (this "**Mortgage**") is dated as of September 15, 2022 by and among DIGIHOST TECHNOLOGIES, INC., a British Columbia, Canada corporation, (the "**Mortgagor**"), in favor of TURNKEY CRYPTO, LLC, a Delaware limited liability company (the "**Mortgagee**") and is executed as security for a Promissory Note executed on even date herewith:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

1.1.1 "**Note.**" The word "Note" means the promissory note dated the same date as this Mortgage in the original principal amount of \$1,112,500.00 from Mortgagor to Mortgagee, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

1.1.2 "**Indebtedness**": The word "Indebtedness" means all principal interest, and other amounts, costs and expenses payable under the Note, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note and any amounts expended or advanced by Mortgagee to discharge Mortgagor's obligations or expenses incurred by Lender to enforce Mortgagor's obligations under this Mortgage, together with such amounts chargeable under this Mortgage or the Note.

1.1.3 "**Mortgaged Property**": All of Mortgagor's interest in (1) the fee interest in the real property described in *Exhibit A* attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor (the "**Land**"), (2) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the "**Improvements**"), (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "**Fixtures**"), (4) all right, title and interest of Mortgagor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character now owned or hereafter acquired by Mortgagor solely in connection with the Mortgaged Property and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements connected to the Mortgaged Property (the "**Personalty**"), (5) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "**Property Agreements**"), (6) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (7) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor, and (8) all of Mortgagor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land,

Improvements, Fixtures or Personalty. As used in this Mortgage, the term "**Mortgaged Property**" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

1.1.4 "**Obligations**": All of the agreements, covenants, conditions, warranties, representations and other obligations of Mortgagor (including, without limitation, the obligation to repay the Indebtedness) under the Note and other document between Mortgagor and Mortgagee.

1.1.4 "**Incorporation by Reference**": The Note and the terms contained therein are hereby incorporated by reference into this Mortgage as if set forth verbatim. In executing this Mortgage, Mortgagor agrees to be bound by all provisions of the Note.

ARTICLE 2

GRANT

Section 2.1 Grant.

2.1.1 To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS and CONVEYS, to Mortgagee the Mortgaged Property, subject, however, to the Permitted Encumbrances, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee and its successors and assigns forever, subject, however, to the terms and conditions herein, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee.

2.1.2 Mortgagor covenants the Mortgagor is lawfully seized of the Mortgaged Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Mortgaged Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular Mortgagee and the successors and assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the Mortgaged Property or any part of the Mortgaged Property.

2.1.3 PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that (a) if Mortgagor pays or causes to be paid to Mortgagee the Indebtedness and Obligations or (b) should fail to obtain the Rate Rider Agreement as defined by the Promissory Note executed on even date herewith, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect. It is further provided that this Mortgage and the Promissory Note executed on even date herewith shall be held in escrow by counsel for Mortgagee, and shall only become effective and recordable on the Rate Rider Agreement Date.

2.1.4 The lien and estate of this Mortgage will automatically attach, without further act, to all fixtures now or hereafter located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Mortgaged Property or any part of the Mortgaged Property.

Section 2.2 First Priority Lien. In addition to all other indebtedness secured by this Mortgage, this Mortgage shall also secure and constitute a first-position mortgage and lien on the Mortgaged Property for the Indebtedness, and this Mortgage is executed to secure all such obligations.

ARTICLE 3

WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 Title to Mortgaged Property and Priority of this Instrument. Mortgagor owns the Mortgaged Property free and clear of any mortgages, liens, claims or interests other than the Exceptions listed on the Warranty Deed for the Mortgaged Property. This Mortgage creates a valid, enforceable first priority mortgage, lien and security interest against the Mortgaged Property, subject only to the Permitted Liens and Exceptions.

Section 3.2 First Priority Status. Mortgagor shall preserve and protect the first priority mortgage, lien and security interest status of this Mortgage. If any mortgage, lien or security interest is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such mortgage, lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Note.

Section 3.3 Payment and Performance. Mortgagor shall pay the Indebtedness when due under and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Inspection. Mortgagor shall permit Mortgagee and their respective agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property.

Section 3.5 Condemnation Awards and Insurance Proceeds.

3.5.1 Condemnation Awards. Mortgagee shall be entitled to be made a party to, be notified by Mortgagor of and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Mortgaged Property. Mortgagor assigns to Mortgagee the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Mortgaged Property. Any such payment or award received by Mortgagee may, at Mortgagee's option, (i) be applied by Mortgagee to payment of any Indebtedness or any Obligations in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Mortgaged Property taken and to the repair or restoration of the remaining portion of the Mortgaged Property or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Mortgaged Property or which is released to Mortgagor shall be deemed a payment against any Indebtedness or any Obligations.

3.5.2 Insurance Proceeds. This provision shall apply if and when Mortgagor is able to obtain a policy of Property Insurance for the Mortgaged Property. Mortgagor will keep the land, improvements, fixtures and personalty (collectively, the "**Insured Premises**") insured. Mortgagee shall be listed as a loss payee on the insurance policy and will not be cancelable by either the insurer or the insured without at least thirty days' prior written notice to Mortgagee. Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagor upon any policy of insurance insuring any portion of the Insured Premises, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. No portion of any indemnity payment which is applied to the replacement, repair or restoration of any portion of the Insured Premises or which is released to Mortgagor shall be deemed a payment against any Indebtedness or any Obligations. Mortgagor will keep the Insured Premises continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagor will pay each premium coming due on any such policy of insurance. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Insured Premises which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Insured Premises at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

Section 3.6 Maintenance. Subject to the current condition of the Mortgaged Property and the right of Mortgagor to do what it wants with the Mortgaged Property, Mortgagor will maintain the Mortgaged Property in good condition and repair and will neither permit nor allow waste of any portion of the Mortgaged Property. In the sole discretion of Mortgagor, Mortgagor will promptly repair or restore any portion of the Mortgaged Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration.

Section 3.7 Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Mortgaged Property. Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same

is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

Section 3.8 Due on Sale. Mortgagor agrees that if any fee simple interest in the Mortgaged Property or any part thereof or interest therein if sold, assigned, transferred, conveyed or otherwise alienated by Mortgagor, whether voluntarily or involuntarily or by operation of law other than by way of a sale in which the Indebtedness is paid in full, Mortgagee, at its own option, may declare the Indebtedness secured hereby and all other Obligations hereunder to be forthwith due and payable.

ARTICLE 4 **DEFAULT AND FORECLOSURE**

Section 4.1 Remedies. If, as defined by the Note, an Event of Default exists, which after a ten (10) day notice to Mortgagor remains uncured, Mortgagee may, at Mortgagee's election and without any waiver, exercise any or all of the following rights, remedies and recourses:

4.1.1 **Acceleration.** Declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

4.1.2 **Foreclosure and Sale; Power of Sale.** Commence proceedings to collect such sums, foreclose this Mortgage and sell the Mortgaged Property. If default shall be made in the payment of any amount due under this Mortgage or the Note, then, upon Mortgagee's demand, Mortgagor will pay to Mortgagee the whole amount due and payable under the Note and all other Indebtedness or Obligations; and if Mortgagor shall fail to pay such sums upon such demand, Mortgagee shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs and expenses including the reasonable compensation, expenses and disbursements of Mortgagee's agents and attorneys incurred in connection with such suit and any appeal of such suit. Mortgagee shall be entitled to sue and recover judgment, as set forth above, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, and the right of Mortgagee to recover such judgment shall not be affected by any taking, possession or foreclosure sale under this Mortgage, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of this Mortgage. At the option of the Mortgagee, this Mortgage may be foreclosed by judicial proceedings, or by non-judicial foreclosure sale in accordance with applicable laws, and to sell and dispose of the Mortgaged Property and all the right, title, and interest of Mortgagor therein, by sale at any place authorized by law as may be specified in the notice of such sale to the highest bidder. If this Mortgage is foreclosed by non-judicial foreclosure sale pursuant to the power of sale, Mortgagee shall give notice of the foreclosure by publication once a week for 3 successive weeks. Such notice shall state the time, place and terms of each such sale by publication in some newspaper of general circulation published in the county or counties in which the Mortgaged Property to be sold, or a substantial and material part thereof, is located. At such foreclosure sale, Mortgagee may sell the Mortgaged Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of the courthouse door of such county, at public outcry, to the highest bidder for cash. The sale shall be held between the legal hours of sale on the day designated for the exercise of the power of sale hereunder. The Mortgaged Property may be sold as a whole or in separate parts, parcels, or tracts, including separate parts, parcels or tracts located in the same county, and in such manner and order as the Mortgagee in its sole discretion may elect. The exercise of the power of sale with respect to a separate part, parcel, or tract of the Mortgaged Property in one county does not extinguish or otherwise affect the right to exercise the power of sale with respect to the other parts, parcels, or tracts of the Mortgaged Property in that or another county to satisfy the obligation secured by the Mortgage, and the right and power of sale arising out of any Event of Default shall not be exhausted by one or more sales of the Mortgaged Property. At the foreclosure, Mortgagee shall be entitled to bid and to purchase the Mortgaged Property and shall be entitled to apply the Indebtedness or Obligations, or any portion thereof, in payment for the Mortgaged Property. The Mortgagee shall be authorized to retain an attorney to represent it in such proceedings. Upon such sale, Mortgagee or the attorney conducting said sale is hereby authorized and empowered to make due conveyance to the purchaser or purchasers in the name of Mortgagor. The Mortgagor hereby irrevocably appoints Mortgagee to be the attorney in fact of the Mortgagor and in the name and on behalf of the Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments,

assurances, and notices which the Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or otherwise, it shall not be necessary for Mortgagee or any public officer acting under execution or order of court to have physically present or constructively in its possession any of the Mortgaged Properties. The proceeds of the sale shall be applied in accordance with Section 4.6 herein. Fees payable herein and otherwise under this Mortgage shall be limited to those reasonable fees and expenses actually incurred at standard hourly rates without reference to a specific percentage of the outstanding balance of the Indebtedness. In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the Indebtedness or Obligations, Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment for any portion thereof remaining unpaid, with interest.

Without in any way limiting the generality of the foregoing, Mortgagee shall also have the following specific rights and remedies.

(a) To make any repairs to the Mortgaged Property which Mortgagee deems necessary or desirable for the purposes of sale.

(b) To exercise any and all rights of set-off which Mortgagee may have against any account, fund, or property of any kind, tangible or intangible, belonging to Mortgagor which shall be in Mortgagee's possession or under its control.

(c) To cure such Event of Default, with the result that all costs and expenses incurred or paid by Mortgagee in effecting such cure shall be additional charges on the Indebtedness or Obligations which bear interest at the interest rate set forth in the Note and are payable upon demand.

(d) To foreclose on the Mortgaged Property and to pursue any and all remedies available to Mortgagee at law or in equity, and in any order Mortgagee may desire, in Mortgagee's sole discretion.

4.1.3 Other. Exercise all other rights, remedies and recourses granted under the Note or otherwise available at law or in equity.

Section 4.2 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee shall have all rights, remedies and recourses granted in the Note and available at law or equity which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Note, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses under the Note and or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.3 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate mortgage or lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the mortgage, lien or security interest created in or evidenced by the Note or their status as a first and prior mortgage, lien and security interest in and to the Mortgaged Property.

Section 4.4 Discontinuance of Proceedings. If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Note and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee, as the case may be, shall be restored to their former positions with respect to the Indebtedness, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee, as the case may be, thereafter to exercise any right, remedy or recourse under the Note for such Event of Default.

Section 4.5 Allocation of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

4.5.1 to the payment of the reasonable costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (1) receiver's fees, commissions and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (2) Mortgagee's reasonable court costs and reasonable attorneys' and accountants' fees and expenses, (3) costs of advertisement, and (4) the payment of all real estate taxes and assessments and other charges subject to which the Mortgaged Property may be sold;

4.5.2 to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Mortgagee in its sole discretion may determine; and

4.5.3 the balance, if any, to the payment of the Persons legally entitled thereto.

Section 4.6 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with this Mortgage will, after the expiration of any upset period, divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, with or without process of law.

Section 4.7 Additional Advances and Disbursements; Costs of Enforcement.

4.7.1 If any Event of Default exists, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section, or otherwise under this Mortgage, the Note or applicable law, shall be deemed advances of principal evidenced by the Note and shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the rate or rates at which interest is then computed on the Indebtedness, and all such sums, together with interest thereon, shall be secured by this Mortgage.

4.7.2 Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection, foreclosure and other enforcement of this Mortgage, the Note, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage, the Note and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise. Attorneys' fees and expenses payable by Mortgagor under this Section 4.7 or otherwise under this Mortgage shall be limited to those reasonable fees and expenses actually incurred at standard rates without reference to a specific percentage of the outstanding balance of the Indebtedness.

Section 4.8 No Mortgagee in Possession. Except as otherwise provided by law, neither the enforcement of any of the remedies under this Article nor any other remedies afforded to Mortgagee under the Note, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 5
MISCELLANEOUS

Section 5.1 Notices. Any notice required or permitted to be given under this Mortgage shall be given in accordance with the provisions of the Note.

Section 5.2 Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the

Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Note and; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 5.3 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures and Property Agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder, however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the rate or rates at which interest is then computed on the Indebtedness; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

Section 5.4 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee, the Lenders, and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 5.5 No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Note shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 5.6 Release or Reconveyance. Upon payment in full of the Indebtedness and performance in full of the Obligations and the Mortgagee having no further commitment or agreement to make advances, incur obligations, or give value under the Note, this Mortgage and the grants and conveyances contained herein shall become null and void; and the Mortgaged Property shall revert to the Mortgagor; and the entire estate, right, title and interest of the Mortgagee shall thereupon cease; and, upon Mortgagor's request, Mortgagee, at Mortgagor's expense, shall release and cancel of record the mortgage, liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor; otherwise, this Mortgage shall remain in full force and effect. In addition, as long as no Event of Default has occurred and is then continuing or would be caused thereby, if Mortgagor sells or transfers for value any portion of the Mortgaged Property, Mortgagee shall release the mortgage, liens and security interests created by this Mortgage on such Mortgaged Property or reconvey such Mortgaged Property to Mortgagor, concurrently with the consummation of such sale or other transfer. Such release or reconveyance shall be at Mortgagor's sole cost and expense, and only upon not less than thirty days' prior written notice to Mortgagee.

Section 5.7 Applicable Law. The provisions of this Mortgage regarding the creation, perfection and enforcement of the mortgage, liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located.

Section 5.8 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 5.9 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below or to such other address that may be designated by the receiving party from time to time in accordance with this Section. All Notices shall be delivered by one of the following methods: (a) personal delivery, (b) nationally recognized overnight or next business day courier (with all fees pre-paid), (c) United States Mail, postage prepaid, or (d) e-mail transmission (with any applicable files attached thereto in PDF file format, unless another file format is necessary or required). Notice shall be deemed given on the first to occur

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of the following: (i) the date it is hand delivered, (ii) the next business day after it is picked up by the overnight courier, (iii) the third (3rd) business day after it is deposited in the United States mail as provided above, or (iv) the date sent by e-mail transmission (provided the sender of the email receives no notification of failed delivery).

Addresses for notices are as follows:

If to Mortgagee: Turnkey Crypto, LLC.
Attn: Christopher Mills
110 West Vine Street, 3rd Floor
Lexington, KY 40507
E-mail: chris@reclaimtomorrow.com

with a copy to: Stites & Harbison, PLLC
Attn: William T. Gorton III, Esq.
250 East Main Street, Suite 2300
Lexington, Kentucky, 40507-1758
E-mail: wgorton@stites.com

If to Mortgagor: Digihost Technologies, Inc.
18 King St. E., Ste. 902
Toronto, CA A6 M5C1C4

and a United States business address at
2830 Produce Row
Houston, TX 77023
E-mail: Attention – Michel Amar michelamar@me.com

with a copy to: Adam Rossman
Attorney at Law
6338 Trancas Cyn. Rd.
Malibu, CA 90265
E-mail: adamrossman66@gmail.com

Section 5.10 Entire Agreement. This Mortgage, the Note and any other Indebtedness related document embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. There are no unwritten oral agreements between the parties. This agreement may be amended only with the written consent of the Mortgagor and Mortgagee, or their respective heirs, successors and assigns.

[SIGNATURE ON NEXT PAGE]

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IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed by its duly authorized President on the date of the acknowledgment of the Mortgagor's signature below, to be effective as of the Effective Date written above.

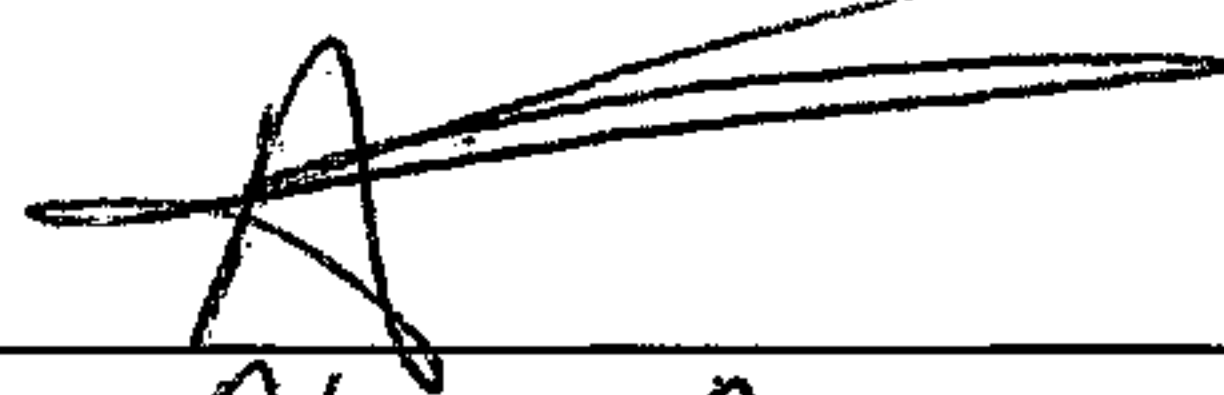
WITNESS MY HAND AND SEAL:

MORTGAGOR:

DIGIHOST TECHNOLOGIES, INC., a British Columbia, Canada corporation

Attest:

Print Name: _____
Its: _____

By: 
Name: Alec Amar
Its: President

STATE OF California)
COUNTY OF Los Angeles)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Mortgagor, a British Columbia, Canada corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the _____ day of September, 2022.

See attached Certificate
Notary Public

[AFFIX SEAL]

My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

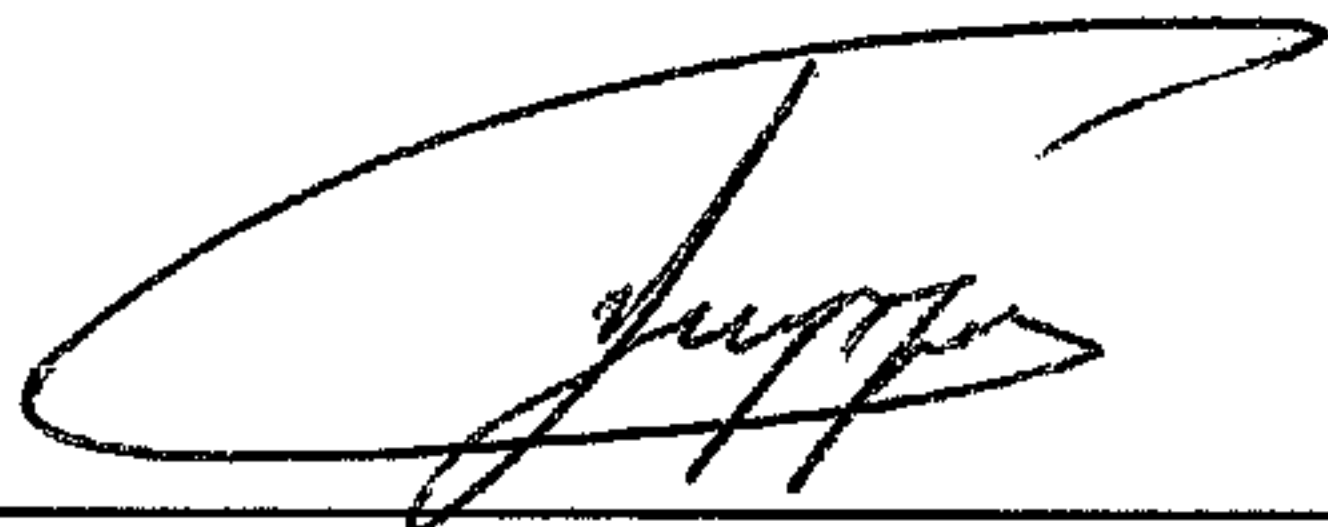
On September 15th, 2022 before me, Masis Vartanian, a Notary Public
(insert name and title of the officer)

personally appeared Alec Amar,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

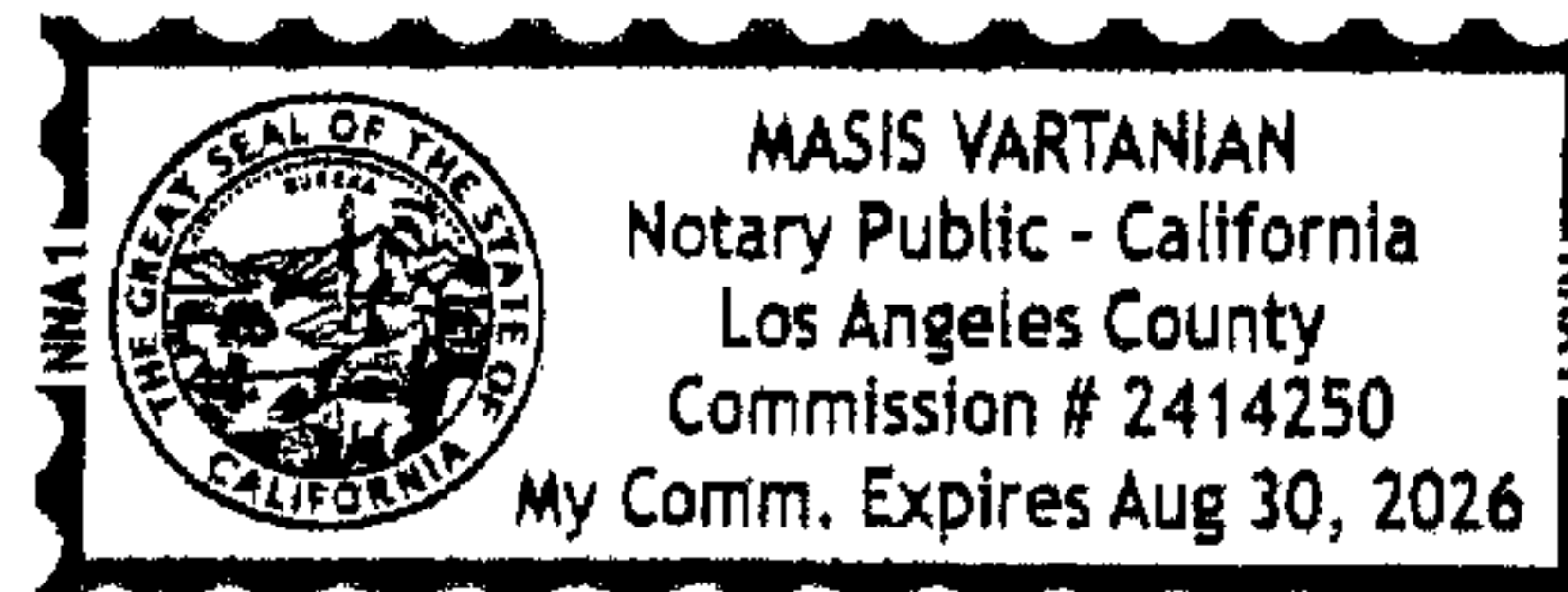


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, and run South 1 degree 44 minutes East along the West boundary line of said section a distance of 849.41 feet to a point on the Northwest 40 foot right of way line of a county highway; thence turn an angle of 124 degrees 09 minutes to the left and run North 54 degrees 07 minutes East along said Northwest 40 foot right of way line a distance of 423.25 feet to the point of beginning; thence continue North 54 degrees 07 minutes East along said right of way line a distance of 402.35 feet to a point; thence turn an angle of 55 degrees 34 minutes to the left and run North 1 degree 27 minutes West a distance of 425.94 feet to a point; thence turn an angle of 90 degrees 00 seconds to the left and run South 88 degrees 16 minutes West a distance of 336.19 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run South 1 degree 44 in East a distance of 651.80 feet to the point of beginning.

Said parcel of land is lying in the Northwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West.

Parcel II:

A tract in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, described as follows:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West; thence run South, along the West line of said Section a distance of 848.46 feet to the Northwest right-of-way line of a County Road; thence turn an angle of 124 degrees 08 minutes 58 seconds to the left and run along said right of way line, a distance of 825.60 feet, to the point of beginning; thence continue in the same direction, along said right-of-way line a distance of 460.73 feet; thence turn an angle of 55 degrees 31 minutes 29 seconds to the left and run a distance of 366.10 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 105.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 210.00 feet; thence turn an angle of 70 degrees 10 minutes to the left and run a distance of 152.83 feet; thence turn an angle of 70 degrees 10 minutes to the right and run a distance of 269.00 feet; thence turn an angle of 69 degrees 02 minutes to the left and run a distance of 283.76 feet; thence turn an angle of 20 degrees 58 minutes to the left and run a distance of 76.08 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 1259.29 feet to the point of beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/21/2022 10:35:39 AM
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Allen S. Bayl