

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	Chapter 11
	)	
COMPUTE NORTH HOLDINGS, INC., <i>et</i>	)	Case No. 22-90273 (MI)
<i>al.</i> , <sup>1</sup>	)	
	)	Jointly Administered
Debtors.	)	

**TZ CAPITAL HOLDINGS, LLC’S OBJECTION TO CURE AMOUNTS AND  
CONTRACTS LISTED IN THE DEBTORS’ NOTICE OF FILING OF CURE  
SCHEDULE IN CONNECTION WITH PROPOSED SALE  
Ref. Doc. No. 91**

TZ Capital Holdings, LLC (“TZCH”) respectfully files this objection (this “Objection”) with respect to cure amounts and contracts listed in Compute North Holdings, Inc. (the “Debtor Parent”) and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) *Notice of Filing of Cure Schedule in Connection with Proposed Sale* (the “Notice”). In support of the Objection, TZCH respectfully states as follows:

**I. Preliminary Statement**<sup>2</sup>

1. TZCH is a contract counterparty and secured lender to Compute North Member LLC (the “Debtor Member” and together with the Debtor Parent, the “Debtor Obligors”) pursuant

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Compute North LLC (7185); CN Corpus Christi LLC (5551); CN Atoka LLC (4384); CN Big Spring LLC (4397); CN Colorado Bend LLC (4610); CN Developments LLC (2570); CN Equipment LLC (6885); CN King Mountain LLC (7190); CN Minden LLC (3722); CN Mining LLC (5223); CN Pledgor LLC (9871); Compute North Holdings, Inc. (4534); Compute North Member LLC (8639); Compute North NC08 LLC (8069); Compute North NY09 LLC (5453); Compute North SD LLC (1501); Compute North Texas LLC (1883); Compute North TX06 LLC (5921); and Compute North TX10 LLC (4238). The Debtors’ service address for the purposes of these chapter 11 cases is 7575 Corporate Way, Eden Prairie, Minnesota 55344.

<sup>2</sup> Capitalized terms used but not immediately defined shall have the meanings ascribed to them below. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the JV LLC Agreement, the Loan Documents, or the PMA, as applicable.

to several agreements.<sup>3</sup> TZCH's claim against the Debtor Member is secured by a guaranty from the Debtor Parent and a first priority security interest in the Debtor Member's 50% membership interests (the "Debtor's JV Interests") in TZRC LLC (the "JV"), which is a non-debtor joint venture between TZCH and the Debtor Member.

2. The Notice is inaccurate in a number of material respects.

- a. **First**, the Notice improperly includes agreements that are not executory contracts. The Debtors cannot transform any agreement into an executory contract simply by listing it in the Notice.
- b. **Second**, the Notice also includes a number of contracts or leases that relate to the JV's operations, but to which none of the Debtors are a party. TZCH can only assume that the inclusion of such agreement in their Notice was an error, but it seems to continue the Debtors' pattern of confusing Debtor property and contracts with those of non-debtors. Property rights must be respected. The Debtors cannot treat agreements between non-debtor entities as their own.
- c. **Third**, the Notice incorrectly indicates zero cure amounts for some agreements to which TZCH is a counterparty. The Debtors must comprehensively cure all valid defaults (monetary and non-monetary) in any executory contracts with TZCH as a predicate to assumption.
- d. **Finally**, the Notice fails to provide sufficient information for TZCH to identify certain agreements and evaluate whether such agreements are even

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<sup>3</sup> TZCH is the current contract counterparty as transferee pursuant to a permitted transfer under the earlier agreements and is named as the counterparty in the agreements after such permitted transfer occurred.

executory contracts, any Debtor is a party, and/or any cure amount that may be owed. TZCH objects to the assumption of such agreements (if they exist) pending the provision of sufficient information for TZCH to be able to identify such agreements.

## **II. Relevant Background**

### ***A. TZCH's Relationship with the Debtors***

3. TZCH and the Debtor Member are parties to that certain *Limited Liability Company Agreement of TZRC LLC* dated as of November 24, 2021 (as amended, the “JV LLC Agreement”) pursuant to which TZCH and the Debtor Member formed the JV. While the Debtor Member owns 50% of the membership interests in the JV, the JV itself is not is not a debtor in any bankruptcy proceeding, and the JV's assets and contracts are not property of the Debtor Member's bankruptcy estate. Pursuant to the terms of the JV LLC Agreement, the JV is effectively jointly managed by TZCH and the Debtor Member.

4. The Debtor Member, TZCH, and TZRC King Mountain LLC (a non-debtor entity and wholly owned subsidiary of the JV) (the “Owner”) are also parties to that certain Modular Data Center Property Management Agreement dated as of March 8, 2022 (the “PMA”).<sup>4</sup> *See also* First Day Declaration ¶ 28. The Owner is a wholly owned subsidiary of the JV and is also not a debtor in any bankruptcy proceeding. Pursuant to the terms of the PMA, the Debtor Member has the contractual obligation to manage the JV's primary asset – a computer data center located on a 29-acre wind farm in McCamey, Texas with approximately 280MW capacity.

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<sup>4</sup> Pursuant to the confidentiality provisions of the various documents, TZCH is not attaching any such documents to this Objection. TZCH understands that the Debtors already have copies of all such documents and TZCH will provide copies to the Court under seal if necessary.

5. TZCH financed the Debtor Member's financial obligations under the JV LLC Agreement (the "Loan") when the Debtor Member failed to timely make its Additional Capital Contributions under the JV LLC Agreement. *See* JV LLC Agreement § 3.02. On or about April 8, 2022, the Debtor Member executed and delivered that certain Secured Promissory Note in the principal sum of ninety-eight million five hundred eight thousand nine hundred twenty and no/100 dollars (\$98,508,920.00) evidencing the Loan (as amended, the "Note"). *See also* First Day Declaration ¶ 49. The Loan is secured by, among other things, a perfected, first priority security interest in the Debtor Member's membership interests in the JV and a guaranty (the "Guaranty") from the Debtor Parent. *See* Note, §§ 5.1, 5.2; UCC Financing Statement filed April 22, 2022; Guaranty Agreement dated as of April 8, 2022; *see also* First Day Declaration ¶ 49.

6. The Loan is also secured by a perfected security interest on, among other things, the JV's bank accounts (the "JV Accounts"). Specifically, the JV and TZCH executed certain Security Agreements for each of the JV's accounts (as amended, supplemented, or otherwise modified from time to time, the "SADAs"), which granted liens on those accounts to secure the Loan; those liens were perfected by execution of certain Deposit Account Control Agreements for each of the JV Accounts (the "DACAs") and together with the Note, the Guaranty, the SADAs, and other documents and agreements related to the Loan all as may be amended, supplemented, or modified from time to time, the "Loan Documents").<sup>5</sup> Neither of the Debtor Obligor is a party to the SADAs or the DACAs because they have no property rights in or to the JV Accounts or any funds therein.

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<sup>5</sup> The Debtor Obligor's obligations under the Loan Documents are the "Loan Obligations."

***B. The Bankruptcy Cases***

7. On September 22, 2021 (the “Petition Date”), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) commencing the above-captioned jointly administered chapter 11 cases (the “Chapter 11 Cases”).

8. On the Petition Date, the Debtors filed, among other things, the *Declaration of Harold Coulby, Chief Financial Officer and Treasurer of the Debtors, in Support of the Chapter 11 Petitions and First Day Pleadings* [Doc. No. 22] (the “First Day Declaration”).

9. On September 26, 2022, the Debtors filed a motion seeking approval of, among other things, proposed bidding and sale procedures including potential assumption, assignment, and rejection procedures for executory contracts and unexpired leases (the “Bidding Procedures Motion”). The Court held a hearing on the Bidding Procedures Motion on October 11<sup>th</sup> and 21<sup>st</sup> and entered a final order approving certain procedures on October 24, 2022 [Doc. No. 256] (the “Final Bidding Procedures Order”). Those procedures include, among other things, a process for contract or lease counterparties to contest the amount of any cure claim in connection with any assumption or assumption and assignment of contracts and leases after notice from the Debtors.

10. On October 18, 2022, the Debtors filed the Notice. An initial chart of the agreements listed in the Notice at issue in this Objection, along with the summary of the objectionable issue related to each agreement is attached hereto as **Exhibit 1**.<sup>6</sup>

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<sup>6</sup> TZCH is still reviewing additional agreements listed in the Notice that may be objectionable as well as continuing its review of agreements listed that it cannot identify any agreement. TZCH reserves its right to supplement this Objection and Exhibit 1.

### III. Objection

#### ***A. Agreements for loans and other financial accommodations should not be included in the Notice and cannot be assumed.***

11. The Notice includes loan and other financial accommodations agreements that are not capable of assumption under section 365 of the Bankruptcy Code. Specifically, the Note and the Guaranty are plainly not subject to assumption or assignment. 11 U.S.C. § 365(c)(2) (providing that agreements to provide a loan or financial accommodations cannot be assumed or assigned).

12. Moreover, an executory contract is a contract “on which performance remains due to some extent on both sides.” *In re Penn Traffic Co.* 524 F.3d 373, 379 (2d Cir. 2008) (quoting *N.L.R.B. v. Bildisco & Bildisco*, 465 U.S. 513, 522 n.6 (1984)). And it is well-established in the Fifth Circuit that a contract is not executory “where the only performance due from the debtor is payment.” *In re Computer Utilization, Inc.*, 508 F.2d 673, 675 (5th Cir. 1975) (citing *Stell Mfg. Co. v. Gilbert*, 372 F.2d 113 (5th Cir. 1962)). This Court has appropriately applied this same rule. *See, e.g., In re Particle Drilling Techs, Inc.*, No. 09-33744, 2009 WL 2382030, at \*4 (Bankr. S.D. Tex. July 29, 2009) (Isgur, J.) (finding agreements were not executory contracts when the only significant remaining obligation was the payment of money). Other bankruptcy courts in the Fifth Circuit have also applied this same rule. *See, e.g., In re Placid Oil Co.*, 72 B.R. 135, 138 (Bankr. N.D. Tex. 1987).

13. Even when there are some minor outstanding or ongoing obligations of the counterparty, agreements for the payment of loaned funds are not executory contracts. *See In re Particle Drilling Techs, Inc.*, 2009 WL 2382030, at \*4 (finding agreements were not executory contracts despite some obligations that “are debtor-creditor obligations and not of the type contained in an executory contract”); *In re MCorp Finan., Inc.*, 122 B.R. 49, 52 (Bankr. S.D. Tex. 1990) (holding agreement was not executory when the Debtor was obligated to pay the \$49 million

loan and the counterparty's remaining obligations were "non-existence, insubstantial, or unenforceable, and thus were not sufficient to constitute a material breach if they remained unperformed"). This is consistent with Congress' intent for section 365 of the Bankruptcy Code. H. Rep. No. 95-595, p.347 95th Cong. 1st Sess. (1977) ("[A] note is not usually an executory contract if the only performance that remains is repayment."). Accordingly, courts have consistently ruled that promissory notes, loan agreements, and guaranty agreements are not executory contracts. *See In re Craig*, 144 F.3d 593, 595–97 (8th Cir. 1998) (affirming the lower courts rulings that the promissory note was not an executory contract); *In re Texstone Venture, Ltd.*, 54 B.R. 54, 56 (Bankr. S.D. Tex. 1985) (ruling that the promissory note was not an executory contract despite the equity participation option, which was merely an alternative method of repaying the principal); *In re Furniture Brands Int'l, Inc.*, No. 13-12329 (CSS), 2013 WL 9065131, at \*4 (Bankr. D. Del. Nov. 7, 2013) (holding that the guaranty is not an executory contract because any remaining obligations of the counterparty were not material continuing obligations); *Gruet v. F.D.I.C.*, 879 F. Supp. 153, 155 (D. Mass. 1995) (holding that guaranty agreement was not executory contract); *Jpmcc 2007-C1 Grasslawn Lodging, LLC v. Dix*, No. CV-11-00017-TUC-CKJ, 2013 WL 1340039, at \*7 (D. Az. April 1, 2013) (finding "that the Loan Agreement at issue is not an executory contract"). The Non-Executory Contracts, therefore, should be stricken from the Notice because they cannot be assumed (or rejected) under section 365 of the Bankruptcy Code.

***B. The Non-Executory Contracts cannot be assumed.***

14. The Notice also includes contracts that are fully performed (together with the Note and the Guaranty, the "Non-Executory Contracts"). Exhibit 1 at 2–3, 12–13, 18, 39–41, 43–45,

48–49, 52–54, 58, 71. Mere inclusion of the Non-Executory Contracts in the Notice does not render them capable of being assumed or assigned under section 365 of the Bankruptcy Code.<sup>7</sup>

15. The Bankruptcy Code does not define the term “executory contract.” Instead, to determine whether a particular contract is an executory contract, most courts have adopted what is known as the “Countryman test,” which provides that an executory contract is a contract where both parties have remaining material performance obligations such that the failure of either party to perform would constitute a material breach excusing performance by the other party. *See In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62–63 (5th Cir. 1994) (citations omitted). An executory contract, therefore, is a contract “on which performance remains due to some extent on both sides.” *In re Penn Traffic Co.* 524 F.3d 373, 379 (2d Cir. 2008) (quoting *N.L.R.B. v. Bildisco & Bildisco*, 465 U.S. 513, 522 n.6 (1984)).

16. It is a well-established rule in the Fifth Circuit that a contract is not executory “where the only performance due from the debtor is payment.” *In re Computer Utilization, Inc.*, 508 F.2d 673, 675 (5th Cir. 1975) (citing *Stell Mfg. Co. v. Gilbert*, 372 F.2d 113 (5th Cir. 1962)). This Court has appropriately applied this same rule. *See, e.g., In re Particle Drilling Techs, Inc.*, No. 09-33744, 2009 WL 2382030, at \*4 (Bankr. S.D. Tex. July 29, 2009) (Isgur, J.) (finding agreements were not executory contracts when the only significant remaining obligation was the payment of money). Other bankruptcy courts in the Fifth Circuit have also applied this same rule. *See, e.g., In re Placid Oil Co.*, 72 B.R. 135, 138 (Bankr. N.D. Tex. 1987). Accordingly, the Non-

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<sup>7</sup> The Debtors’ footnote purporting to disclaim their belief that the agreements in the Notice are executory contracts or unexpired leases is confusing because the Debtors’ bidding procedures describe the Notice as providing the cure amount “that the **Debtors believe is required** to be paid to the applicable Counterparty **under section 365(b)(1)(A) and (B).**” Final Bidding Procedures Order, ¶ 22(b) (emphasis added).



Executory Contracts should be struck from the Notice because the Debtors cannot assume such agreements.

***C. The Non-Debtor Agreements cannot be assumed (or rejected).***

17. The purpose of the Notice is for the Debtors to provide parties with notice of the cure amount “that the ***Debtors believe is required*** to be paid to the applicable Counterparty ***under section 365(b)(1)(A) and (B)***.” Final Bidding Procedures Order, ¶ 22(b) (emphasis added). But, the Notice includes a number of agreements that are solely between non-debtor third parties (the “Non-Debtor Agreements”). Exhibit 1 at 1, 4, 9–11, 14–15, 19–23, 31–33, 35–36, 46–47, 55, 57, 59–61, 63, 65–70, 72–73, 76–80, 82–85, 87–99. The Debtors cannot assume (or reject) the Non-Debtor Agreements because none of the Debtors are a party to such agreements. Neither the filing for bankruptcy nor the inclusion of the Non-Debtor Agreements in the Notice can expand the Debtors’ rights beyond what they were prepetition.

18. It is black letter law that a debtor in bankruptcy has assumption (or rejection) rights relative to executory contracts or unexpired leases only if the debtor is a party to such agreement. See 11 U.S.C. § 365(a) (setting forth the limited ability to “assume or reject any executory contract or unexpired lease ***of the debtor***”) (emphasis added). Any other interpretation of section 365 would produce absurd results, therefore, such interpretations “are to be avoided.”<sup>8</sup> See *Griffin v. Oceanic Contractors, Inc.*, 458 U.S. 564, 575 (1982). In fact, it is well-established that “Section 365 reflects the general bankruptcy rule that [a debtor’s] estate cannot possess anything more than the debtor

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<sup>8</sup> Neither equitable nor policy considerations can alter the clear and unambiguous statutory interpretation of section 365 of the Bankruptcy Code. See *BFP v. Resolution Trust Corp.*, 511 U.S. 531, 540 (1994) (eschewing policy determinations for which the Bankruptcy Code gives no authority); *In re Hen House Interstate, Inc.*, 177 F.3d 719, 723 (8th Cir. 1999) (“Policy considerations and equitable concerns . . . are impermissible bases for statutory interpretation when . . . the language of the statute is clear and unambiguous.”); *In re Powerline Oil Co.*, 59 F.3d 969, 973 (9th Cir. 1995) (“Equity may not be invoked to defeat clear statutory language, nor to reach results inconsistent with the statutory scheme established by the Code.”) (citations omitted).

itself did outside bankruptcy.” *Mission Prod. Holdings, Inc. v. Tempnology, LLC*, 139 S. Ct. 1652, 1663 (2019) (citing *Board of Trade of Chicago v. Johnson*, 264 U. S. 1, 15 (1924) (establishing that principle)); *see also United States v. Security Indus. Bank*, 459 U.S. 70, 81 (1982) (“No bankruptcy law shall be construed to eliminate property rights which existed before the law was enacted in the absence of an explicit command from Congress.”). Congress was clear that section 541(a)(1) of the Bankruptcy Code “is not intended to expand the debtor’s rights against others more than they existed at the commencement of the case.” H.R. Rep. No. 95 595, 95th Cong., 1st Sess. 367–68 (1977). Simply put, the Bankruptcy Code “does not authorize the bankruptcy courts to create substantive rights that are otherwise unavailable under applicable law, or constitute a roving commission to do equity.” *In re Oxford Mgmt., Inc.*, 4 F.3d 1329, 1334 (5th Cir. 1993) (quoting *United States v. Sutton*, 786 F.2d 1305, 1308 (5th Cir. 1986)).

19. The Final Bidding Procedures Order makes clear that “the Debtors ***have not sought authorization for***, and this Final Sale Procedures Order ***does not authorize***, the ***sale of assets that are owned by non-Debtor third parties*** and any such relief shall be subject to further order of the Court upon notice and an opportunity to object.” Final Bidding Procedures Order ¶ 49 (emphasis added). The Final Bidding Procedures Order authorizes certain processes including, among other things, the Notice. The notice and opportunity to object to the sale of non-debtor assets, therefore, cannot be accomplished through the Notice. Accordingly, the Non-Debtor Agreements should be stricken from the Notice because they cannot be assumed (or rejected) under section 365 of the Bankruptcy Code and the Debtor has not sought or obtained authority to sell any non-debtor assets.

***D. Debtor Member must pay the Loan Obligations in full to cure its defaults under the JV LLC Agreement.***

20. The Notice incorrectly indicates that Debtor Member is not in default under the JV LLC Agreement, as reflected by the Notice’s proposed cure amount of “zero” for that agreement.<sup>9</sup> The Loan is in default and has been automatically accelerated according to the terms of the Note. See Note §§ 10.1, 10.2; JV LLC Agreement § 3.02(b)(i)(K)(3). As such, Debtor Member is in default of the JV LLC Agreement, and such default can only be cured by payment in full of the Loan Obligations.<sup>10</sup>

21. Since the Loan is in default and remains due and owing in full, the Debtor Member is a Defaulting Member under the JV LLC Agreement. *See* JV LLC Agreement p.6 (defining “Defaulting Member”). Specifically, the Debtor Member has breached a “material covenant, representation, warranty, duty [and/] or obligation under” the JV LLC Agreement because of, among other things, the Loan being in default and due and owing in full. *Id.* The Member Loan provisions included in the JV LLC Agreement are material covenants, duties, and obligations. JV LLC Agreement § 3.02. The JV LLC Agreement also makes it clear that the Debtor Member’s Loan default renders it a Defaulting Member by expressly referencing “a default with respect to a Member Loan” relative to the Debtor Member “being a Defaulting Member.” JV LLC Agreement § 12.07(a); *see also* JV LLC Agreement § 3.02(f) (providing that all of TZCH’s rights relative to

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<sup>9</sup> TZCH questions whether the Debtors made a good faith effort to determine the accurate cure amounts and such concern is magnified by the inclusion of the Non-Debtor Agreements in the Notice as described above.

<sup>10</sup> The Note expressly provides that a “Member Loan Event of Default” under the JV LLC Agreement is also a “Member Loan Event of Default” under the Note. Note § 10.1. The JV LLC Agreement defines Member Loan Event of Default to include, among other things: (i) failing to make payments when due and payable; (ii) the Debtor Member’s consent to the institution of a bankruptcy proceeding; and/or (iii) the Debtor Member becomes unable or fails to generally pay its debts as they become due. JV LLC Agreement § 3.02(b)(1)(K). The Loan was automatically accelerated and became immediately due and payable upon the Debtor Member’s bankruptcy filing. Note § 10.2; *see also* JV LLC Agreement § 3.02(b)(1)(L) (providing for the acceleration of the Loan).

the Loan are coupled to its interests in the JV). Accordingly, the assumption of the JV LLC Agreement requires cure of all Loan Obligations,<sup>11</sup> which is estimated to be approximately \$102,081,548.22 as of October 31, 2022.<sup>12</sup>

***E. The Debtors must supplement the Notice with additional information for TZCH to be able to identify certain agreements.***

22. The Notice includes a number of agreements that lack sufficient detail for TZCH to even identify the agreement listed (the “Unidentifiable Agreements”). Exhibit 1 at 16–17, 24–25, 34, 37–38, 42, 50–51, 56, 62, 64, 74–75, 81, 86, 100. It is not possible for TZCH to evaluate whether the Unidentifiable Agreements are Non-Executory Contracts, Non-Debtor Agreements, or even whether there is a cure required. TZCH objects to the assumption of any of the Unidentifiable Agreements at all pending further information sufficient for TZCH to be able to properly analyze any objections to the assumption of the Unidentifiable Agreements.

**IV. Reservation of Rights**

23. TZCH reserves the right to amend or supplement this Objection to, among other things: (i) object to the assumption and assignment of any other agreement noticed by the Debtors for potential assumption and/or assumption and assignment; (ii) object to any proposed cure amounts; (iii) supplement the chart attached as Exhibit 1; and (iv) object to any other relief sought by the Debtors. TZCH also reserves its rights to object on any other grounds to the assumption and/or assignment of agreement including, among other things, any agreement is not an agreement to which any Debtor is a party, for a failure to provide adequate assurance of future performance

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<sup>11</sup> Even if the Loan was not in default and accelerated, the Loan must still be repaid in connection with any assumption and assignment. JV LLC Agreement § 9.05. Of course, TZCH must consent to the transfer of any the Debtor Member’s interests in the JV for such transfer to be valid. JV LLC Agreement § 9.01. TZCH reserves all rights regarding the Debtors attempt to sell the Debtor Member’s interests in the JV without TZCH’s consent in TZCH’s sole discretion.

<sup>12</sup> Interest and fees continue to accrue through the date of assumption.

or ability to cure existing defaults, in accordance with the Bankruptcy Code and the Final Bidding Procedures Order.

**V. Conclusion**

24. For all of the reasons explained above, TZCH requests the Court: (a) sustain the Objection; (b) strike the Non-Executory Contracts from the Notice; (c) strike the Non-Debtor Agreements from the Notice and prohibit the Debtors from attempting to assume or reject any Non-Debtor Contracts; (d) require the full cure for the assumption of any agreements; (e) require the Debtors to provide TZCH sufficient information regarding the Unidentifiable Agreements to properly evaluate the Notice; and (f) such other and further relief as the Court deems just and appropriate.

Dated: November 1, 2022

Respectfully submitted,

/s/ Stephen M. Pezanosky

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*Counsel for TZ Capital Holdings LLC*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on November 1, 2022, true and correct copies of the foregoing were served via electronic mail upon the parties that receive electronic notices in these cases pursuant to the Court's ECF filing system.

/s/ Stephen M. Pezanosky  
Stephen M. Pezanosky

# **Exhibit 1**

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
1.	TZ CAPITAL HOLDINGS LLC 111 W MONROE ST, #9C CHICAGO, IL 60603	BMO TZRC DACA 04 08 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns the Deposit Account Control Agreement entered into among TZCH, TZRC LLC and BMO on or about 04 08 2022.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.  TZCH address is incorrect. TZCH address: 700 UNIVERSE BLVD, JUNO BEACH, FL 33408.
2.	TZ CAPITAL HOLDINGS LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	COMPUTE NORTH MEMBER CONTRIBUTION AND TRANSFER 05 31 22	COMPUTE NORTH MEMBER LLC	\$0.00	This is an agreement in which CN transferred certain assets to TZRC LLC as a Capital Contribution equal to the value of the assets.  All material obligations under this contract have been performed, therefore, it is not an executory contract.  TZCH address is incorrect. TZCH address: 700 UNIVERSE BLVD, JUNO BEACH, FL 33408.
3.	TZ CAPITAL HOLDINGS LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	COMPUTE NORTH MEMBER CONTRIBUTION AND TRANSFER 05 31 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #2.
4.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH DACA 04 08 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry #1.
5.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH FIRST AMEND TO PMA 07 26 22	COMPUTE NORTH MEMBER LLC	\$0.00	This is not a separate contract. This entry is the amendment to the PMA and is part of the agreement listed in entry # 7 below.
6.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH FIRST AMEND TO PROMISSORY 07 26 22	COMPUTE NORTH MEMBER LLC / COMPUTE NORTH HOLDINGS INC	\$0.00	This entry is incorrectly labeled. It should say "Promissory Note dated 04 08 2022, as amended by First Amendment on 07 26 2022.



**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
7.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH KM PMA 03 08 22	COMPUTE NORTH MEMBER LLC	\$0.00	No comments.
8.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH PARENT GUARANTY 04 08 22	COMPUTE NORTH HOLDINGS INC	\$0.00	The cure amount is incorrect. It should be the outstanding balance of the Member Loan.
9.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH SADA AND DACA 05 19 22	COMPUTE NORTH MEMBER LLC	\$0.00	This entry concerns the Security Agreement (Deposit Account) entered into between TZCH and TZRC Mining LLC on or about 05 19 2022 and the Deposit Account Control Agreement entered into among TZCH, TZRC Mining LLC and BMO on or about 05 19 2022.  Neither contract is entered into by a debtor entity. Neither contract is part of the bankruptcy estate.
10.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1043.11 TZCH SADA AND DACA 05 19 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry #9.
11.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH SECURITY AGREEMENT 04 08 22	COMPUTE NORTH MEMBER LLC	\$0.00	This entry concerns the Security Agreement (Deposit Account) entered into between TZCH and TZRC LLC on or about 04 08 2022.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
12.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH TRANSFER AGREEMENT 04 04 22 TZCH	COMPUTE NORTH MEMBER LLC	\$0.00	This is an agreement pursuant to which CN has transferred certain assets to TZRC LLC and made a Capital Contribution equal to the value of the assets.  All material obligations under this contract have been performed, therefore, it is not an executory contract.  The correct date of the agreement is 04 05 2022.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
13.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH TRANSFER AGREEMENT 04 05 22 CN	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #12.
14.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRC KING DACA AND SECURITY AGMT 05 10 22	COMPUTE NORTH MEMBER LLC	\$0.00	This entry concerns the Security Agreement (Deposit Account) entered into between TZCH and TZRC King Mountain LLC on or about 05 10 2022 and the Deposit Account Control Agreement entered into among TZCH, TZRC King Mountain LLC and BMO on or about 05 10 2022.  Neither contract is entered into by a debtor entity. Neither contract is part of the bankruptcy estate.
15.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1045.2 TZRC KING DACA AND SECURITY AGMT 05 10 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry #14.
16.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRC KING PROPERTY MGMT AGMT 03 08 22- LAPTOP-BMNTR0L4	COMPUTE NORTH MEMBER LLC	\$0.00	More details are needed. We don't understand the reference LAPTOP-BMNTR0L4 in connection with the reference to the PMA.
17.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRC KING PROPERTY MGMT AGMT 03 08 22- LAPTOP-BMNTR0L4	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #16.
18.	TZ CAPITAL HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRC CONTRIBUTION AND TRANSFER AGMT CN 05 31 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #2.
19.	TZ CAPITAL HOLDINGS LLC ATTN CHIEF FINANCIAL OFFICER 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC DEPOSIT ACCOUNT CONTROL 04 08 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry # 1.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
20.	TZ CAPITAL HOLDINGS LLC ATTN DRAKE HARVEY 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC MINING SADA AND DACA 05 19 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry #9.
21.	TZ REAL ESTATE HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns a Sublease made between TZ Real Estate Holdings, LLC and TZRC King Mountain LLC on or about 04 14 2022.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
22.	TZ REAL ESTATE HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1043.10 TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns a Sublease made between TZ Real Estate Holdings, LLC and TZRC King Mountain LLC on or about 04 14 2022.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
23.	TZ REAL ESTATE HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1043.10 TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns a Sublease made between TZ Real Estate Holdings, LLC and TZRC King Mountain LLC on or about 04 14 2022.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
24.	TZ REAL ESTATE HOLDINGS LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRE ASSIGNMENT AND ASSUMPTION 05 31 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	More details are needed. We don't know what this entry is about. We have no records of any assignment between TZ REAL ESTATE HOLDINGS LLC and Compute North LLC or any of its subsidiaries.
25.	TZ REAL ESTATE HOLDINGS LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZEC ASSIGNMENT AND ASSUMPTION 05 31 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 24.
26.	TZRC KING MOUNTAIN LLC C/O TZRC LLC ATTN GEN COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	COMPUTE NORTH MEMBER PROPERTY MANAGEMENT AGMT 03 08 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. See entry # 7.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
27.	TZRC KING MOUNTAIN LLC C/O TZRC LLC ATTN GEN COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	COMPUTE NORTH MEMBER PROPERTY MANAGEMENT AGMT 03 08 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. See entry # 7.
28.	TZRC KING MOUNTAIN LLC C/O TZRC LLC ATTN GEN COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	COMPUTE NORTH MEMBER PROPERTY MANAGEMENT AGMT 03 08 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. See entry # 7.
29.	TZRC KING MOUNTAIN LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH FIRST AMEND TO PMA 07 26 22	COMPUTE NORTH MEMBER LLC	\$0.00	This is not a separate contract. This entry is about the amendment to the PMA and should be consolidated with entry # 7.
30.	TZRC KING MOUNTAIN LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH KM PMA 03 08 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. See entry # 7.
31.	TZRC KING MOUNTAIN LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns a Sublease made between TZ Real Estate Holdings, LLC and TZRC King Mountain LLC on or about 04 14 2022.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
32.	TZRC KING MOUNTAIN LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1043.10 TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	There are only 4 subleases so this is a duplicative entry. See entries 21, 22, 23 and 31.
33.	TZRC KING MOUNTAIN LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1043.10 TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	There are only 4 subleases so this is a duplicative entry. See entries 21, 22, 23 and 31.
34.	TZRC KING MOUNTAIN LLC 8899 HWY 385 NORTH CRANE, TX 79762	TZRC KING CREDIT APPLICATION 08 08 22	COMPUTE NORTH HOLDINGS INC	\$0.00	More details are needed. We don't know what this entry is about.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
35.	TZRC KING MOUNTAIN LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRC KING DACA AND SECURITY AGMT 05 10 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #14.
36.	TZRC KING MOUNTAIN LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1045.2 TZRC KING DACA AND SECURITY AGMT 05 10 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry #14.
37.	TZRC KING MOUNTAIN LLC D/B/A VERIZON WIRELESS ONE VERIZON WAY, MS 4AW100 BASKING RIDGE, NJ 7920	TZRC KING ENTRY AND TESTING 06 01 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	More details are needed. We don't know what this is about.
38.	TZRC KING MOUNTAIN LLC ATTN DRAKE HARVEY, COO 7575 CORPORATE WAY EDEN PRAIRIE, MN 55322	TZRC KING OM CLOSING DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	More details are needed. We don't know what this is about.
39.	TZRC KING MOUNTAIN LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC KING PARTIAL ASSIGNMENT 04 07 22	COMPUTE NORTH LLC	\$0.00	<p>This concerns the Partial Assignment &amp; Assumption Agreement (PAA) made between Compute North LLC and TZRC King Mountain LLC on 04 08 2022. The PAA transferred the Master Services Agreement (MSA) between Compute North LLC and Marathon Digital Holdings, Inc. (MDH) on 11 24 2021 and related order form. Under the MSA MDH receives hosting services for 73,000 mining units. The MSA has been partially assigned because 3,433 mining units continue to be serviced by Compute North at a different facility while 69,567 mining units are serviced by TZRC King Mountain at the King Mountain facility. As a result, Compute North has retained certain rights and liabilities under the MSA. Compute North LLC and TZRC King Mountain LLC have continuing indemnity obligations for their respective retained and assumed liabilities.</p> <p>All material obligations under this contract have been performed, therefore, it is not an executory contract.</p>

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
40.	TZRC KING MOUNTAIN LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC KING PARTIAL ASSIGNMENT 04 08 22	COMPUTE NORTH LLC	\$0.00	Duplicative entry. Same comments as for entry # 39.
41.	TZRC KING MOUNTAIN LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC KING PARTIAL ASSIGNMENT 04 21 22	COMPUTE NORTH LLC	\$0.00	<p>This concerns the Partial Assignment &amp; Assumption Agreement (PAA) made between Compute North LLC and TZRC King Mountain LLC on 04 21 2022. The PAA transferred the Master Services Agreement (MSA) between Compute North LLC and TZRC Mining LLC dtd 04 21 2022 and related order form. Under the MSA, TZRC Mining receives hosting services for 18,000 mining units. All mining units have been transferred to TZRC King Mountain, so CN has no retained liabilities or interests.</p> <p>All material obligations under this contract have been performed, therefore, it is not an executory contract.</p>
42.	TZRC KING MOUNTAIN LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRC KING PROPERTY MGMT AGMT 03 08 22- LAPTOP-BMNTR0L4	COMPUTE NORTH MEMBER LLC	\$0.00	More details are needed. We don't know what this is about.
43.	TZRC KING MOUNTAIN LLC 700 UNIVERSE BOULEVARD JUNO BEACH, FL 33408	TZRC CN 1 PA TERM AGMT 08 04 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	<p>This concerns a Termination Agreement dated 08 04 2022 between TZRC LLC and Compute North LLC. The parties agreed to terminate an Assignment and Assumption Agreement regarding distributions of revenues generated by Marathon Compute North 1 LLC (<i>aka</i> Profit Share Assignment).</p> <p>All material obligations under this contract have been performed, therefore, it is not an executory contract.</p>
44.	TZRC KING MOUNTAIN LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC MINING PARTIAL ASSIGNMENT 04 21 22	COMPUTE NORTH LLC	\$0.00	Duplicative entry. Same comments as for entry # 41.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
45.	TZRC LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	COMPUTE NORTH MEMBER CONTRIBUTION AND TRANSFER 05 31 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #2.
46.	TZRC LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH DACA 04 08 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry #1.
47.	TZRC LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH SECURITY AGREEMENT 04 08 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #11.
48.	TZRC LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH TRANSFER AGREEMENT 04 04 22 TZCH	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #12.
49.	TZRC LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH TRANSFER AGREEMENT 04 05 22 CN	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry # 12.
50.	TZRC LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRE ASSIGNMENT AND ASSUMPTION 05 31 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 24.
51.	TZRC LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZEC ASSIGNMENT AND ASSUMPTION 05 31 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry # 50.
52.	TZRC LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC ASSIGNMENT AND ASSUMPTION 04 07 22	COMPUTE NORTH LLC	\$0.00	This Assignment & Assumption Agreement was terminated on 08 04 2022. See entry # 43.  All material obligations under this contract have been performed, therefore, it is not an executory agreement.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
53.	TZRC LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRC CONTRIBUTION AND TRANSFER AGMT CN 05 31 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #2.
54.	TZRC LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRC CONTRIBUTION AND TRANSFER AGMT CN 05 31 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #2.
55.	TZRC LLC ATTN CHIEF FINANCIAL OFFICER 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC DEPOSIT ACCOUNT CONTROL 04 08 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry #1.
56.	TZRC LLC ATTN DRAKE HARVEY 11501 ROAD 495 MCCAMEY, TX 79752	TZRC EQUIPMENT ORDER AGREEMENT 06 09 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	More details are needed. We do not have records of an equipment order dated 06 09 2022.
57.	TZRC LLC 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRC EQUIPMENT ORDER AGREEMENT 12 02 21	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This concerns an equipment purchase order made between DCRBN Ventures Development and Acquisitions, LLC and TZRC LLC on 12 02 2021.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
58.	TZRC LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC PROFIT SHARE TERM AGMT 08 04 22	COMPUTE NORTH LLC	\$0.00	Duplicative entry. Same comments as for entry # 43.
59.	TZRC MINING LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH SADA AND DACA 05 19 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. Same comments as for entry #9.
60.	TZRC MINING LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1043.11 TZCH SADA AND DACA 05 19 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry #9.



**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
61.	TZRC MINING LLC ATTN DRAKE HARVEY 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC MINING MASTER AGMT 04 22 22	COMPUTE NORTH LLC	\$0.00	This concerns the Master Services Agreement (MSA) between Compute North LLC and TZRC Mining LLC dtd 04 21 2022 and related order form. Under the MSA, TZRC Mining receives hosting services for 18,000 mining units. All mining units have been transferred to TZRC King Mountain, so CN has no retained liabilities or interests. This contract is no longer part of the bankruptcy estate. See also entry # 41 for additional details.
62.	TZRC MINING LLC ATTN DRAKE HARVEY 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC MINING MASTER AGMT 05 03 22	COMPUTE NORTH LLC	\$0.00	More details are needed. We do not have records of a master agreement dated 05 03 2022.
63.	TZRC MINING LLC ATTN DRAKE HARVEY 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC MINING SADA AND DACA 05 19 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. Same comments as for entry #9.
64.	ALLTEL CORP D/B/A VERIZON WIRELESS ONE VERIZON WAY, MS 4AW100 BASKING RIDGE, NJ 79	TZRC KING ENTRY AND TESTING 06 01 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	More details are needed. We do not have records of this contract.
65.	BMO HARRIS BANK NA 111 W MONROE ST, #9C CHICAGO, IL 60603	BMO TZRC DACA 04 08 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 1.
66.	BMO HARRIS BANK NA ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH DACA 04 08 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 1.
67.	BMO HARRIS BANK NA ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH SADA AND DACA 05 19 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. See entry # 9.
68.	BMO HARRIS BANK NA ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZRC KING DACA AND SECURITY AGMT 05 10 22	COMPUTE NORTH MEMBER LLC	\$0.00	Duplicative entry. See entry # 14.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
69.	BMO HARRIS BANK NA ATTN CHIEF FINANCIAL OFFICER 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC DEPOSIT ACCOUNT CONTROL 04 08 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 1.
70.	CIELO LAND AND CATTLE LLC ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	There are only 4 subleases so this is a duplicative entry. See entries 21, 22, 23 and 31.
71.	DATA CENTER INVESTMENTS LLC ATTN VICE PRESIDENT 700 UNIVERSITY BLVD JUNO BEACH, FL 33408	DATA CENTER NDA 03 02 01	COMPUTE NORTH LLC	\$0.00	The parties are no longer exchanging information pursuant to this NDA.  All material obligations under this contract have been performed, therefore, it is not an executory agreement.
72.	DDH (NORTH AMERICA) INC 700 UNIVERSE BLVD JUNO BEACH, FL 33408	DCRBN AND DDH NDA 08 26 21	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns a Confidentiality Agreement between DCRBN Ventures Development & Acquisition, LLC and DDH (North America) Inc.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
73.	FOWLER-JOHNS LP ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	There are only 4 subleases so this is a duplicative entry. See entries 21, 22, 23 and 31.
74.	KING MOUNTAIN UPTON WIND LLC C/O NEXTERA ENERGY RESOURCES LLC ATTN DIRECTOR, NUSINESS MGMT 700 UNIVERSE BLVD JUNO BEACH, FL 34408-0428	KM UPTON BILL OF SALE 07 28 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	More details are needed. We do not have records of this contract.
75.	KING MOUNTAIN UPTON WIND LLC C/O NEXTERA ENERGY RESOURCES LLC ATTN DIRECTOR, NUSINESS MGMT 700 UNIVERSE BLVD JUNO BEACH, FL 34408-0428	KM UPTON BILL OF SALE 07 28 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 74.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
76.	KING MOUNTAIN UPTON WIND LLC C/O NEXTERA ENERGY RESOURCES LLC ATTN DIRECTOR, NUSINESS MGMT 700 UNIVERSE BLVD JUNO BEACH, FL 34408-0428	KM UPTON CO-TEN AND SFA 07 26 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns a Co-Tenancy and Shared Facilities Agreement made between King Mountain Upton Wind, LLC and TZRC King Mountain LLC.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
77.	KING MOUNTAIN UPTON WIND LLC C/O NEXTERA ENERGY RESOURCES LLC ATTN DIRECTOR, NUSINESS MGMT 700 UNIVERSE BLVD JUNO BEACH, FL 34408-0428	KM UPTON CO-TEN AND SFA 07 26 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 76.
78.	KING MOUNTAIN UPTON WIND LLC ATTN BUSINESS MANAGER 700 UNIVERSE BLVD JUNO BEACH, FL 34408-0428	KM UPTON OP AND MAINT AGMT 07 26 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns an Operation and Maintenance Agreement made among King Mountain Upton Wind, LLC, NextEra Energy Operating Services, LLC and TZRC King Mountain LLC.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
79.	KING MOUNTAIN UPTON WIND LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	KM UPTON PPA 07 26 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns a Power Purchase Agreement made between King Mountain Upton Wind, LLC and TZRC King Mountain LLC.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
80.	KING MOUNTAIN UPTON WIND LLC ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	KM UPTON PPA 07 26 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 79.
81.	KM UPTON C/O NEXTERA ENERGY RESOURCES LLC ATTN DIRECTOR, NUSINESS MGMT 700 UNIVERSE BLVD JUNO BEACH, FL 34408-0428	KM UPTON BILL OF SALE 07 28 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 74.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
82.	KM UPTON C/O NEXTERA ENERGY RESOURCES LLC ATTN DIRECTOR, NUSINESS MGMT 700 UNIVERSE BLVD JUNO BEACH, FL 34408-0428	KM UPTON CO-TEN AND SFA 07 26 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 76.
83.	KM UPTON ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	KM UPTON OP AND MAINT AGMT 07 26 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 78.
84.	KM UPTON ATTN GENERAL COUNSEL 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	KM UPTON PPA 07 26 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 79.
85.	M.A MORTENSON COMPANY ATTN KEITH KAPALA, VP & GEN MANAGER 700 MEADOW LANE N MINNEAPOLIS, MN 55422	MORTENSON ASSIGNMENT AGREEMENT 02 22 22	COMPUTE NORTH TX14 LLC / CN KING MOUNTAIN LLC	\$0.00	This entry concerns an agreement made between TZRC King Mountain LLC and M.A. Mortenson Company.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate
86.	NAKIA VENTURES II LLC ATTN DRAKE HARVEY, COO 7575 CORPORATE WAY EDEN PRAIRIE, MN 55344	TZRC KING OM CLOSING DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 38.
87.	NEXT ENERGY OPERATING SERVICES LLC ATTN BUSINESS MANAGER 700 UNIVERSE BLVD JUNO BEACH, FL 33408-0428	KM UPTON OP AND MAINT AGMT 07 26 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 78 .
88.	NEXT ENERGY OPERATING SERVICES LLC ATTN BUSINESS MANAGER 700 UNIVERSE BLVD JUNO BEACH, FL 33408-0428	KM UPTON OP AND MAINT AGMT 07 26 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 78.
89.	NEXT ENERGY OPERATING SERVICES LLC ATTN CONTRACTS GROUP, LEGAL 700 UNIVERSE BLVD. JUNO BEACH, FL 33408-0428	NEXT ENERGY TRANSACTION CONFIRM 08 24 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns a Transaction Confirmation between NextEra Energy Marketing, LLC and TZRC King Mountain LLC.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
90.	NEXTERA ENERGY RESOURCES LLC ATTN FRED THIEL 1180 NORTH TOWN CENTER DR, STE 100 LAS VEGAS, NV 89144	MARATHON DIGITAL GUARANTY 12 02 21	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	This entry concerns a Guaranty issued by NextEra Energy Resources, LLC ("NextEra") for the benefit of Marathon Digital Holdings, Inc. The guaranty supports the obligations of DCRBN Ventures Development & Acquisition, LLC, a NextEra affiliate.  Contract is not entered by a debtor entity. Contract is not part of the bankruptcy estate.
91.	NEXTERA ENERGY RESOURCES LLC ATTN FRED THIEL 1180 NORTH TOWN CENTER DR, STE 100 LAS VEGAS, NV 89144	MARATHON DIGITAL GUARANTY 12 02 21	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 90.
92.	NEXTERA ENERGY RESOURCES LLC ATTN FRED THIEL 1180 NORTH TOWN CENTER DR, STE 100 LAS VEGAS, NV 89144	MARATHON DIGITAL GUARANTY 12 02 21	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 90.
93.	NEXT ENERGY OPERATING SERVICES LLC ATTN CONTRACTS GROUP, LEGAL 700 UNIVERSE BLVD. JUNO BEACH, FL 33408-0428	NEXT ENERGY TRANSACTION CONFIRM 08 24 21	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 89.
94.	NEXTERA ENERGY RESOURCES LLC ATTN TREASURER 700 UNIVERSITY BLVD. JUNO BEACH, FL 33408	NEXTERA ENERGY GUARANTY 12 02 21	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 90.
95.	NEXTERA ENERGY RESOURCES LLC ATTN TREASURER 700 UNIVERSITY BLVD. JUNO BEACH, FL 33408	NEXTERA ENERGY GUARANTY 12 02 21	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 90.
96.	NEXTERA ENERGY RESOURCES LLC ATTN TREASURER 700 UNIVERSITY BLVD. JUNO BEACH, FL 33408	NEXTERA ENERGY GUARANTY 12 02 21	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	Duplicative entry. See entry # 90.
97.	SCOTT, RANDALL WAYNE ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1043.10 TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	There are only 4 subleases so this is a duplicative entry. See entries 21, 22, 23 and 31.

**TZCH's Chart of Cure Notice Objectionable Issues**

#	Alleged Counterparty	Contract Identification Provided	Alleged Debtor Entity	Cure Amount Noticed by Debtors	TZCH Comments
98.	SCOTT, VINITA SU SPECK & GEORGE F ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1043.10 TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	There are only 4 subleases so this is a duplicative entry. See entries 21, 22, 23 and 31.
99.	THOMAS, KIMBERLY SCOTT & SCOTT ATTN GREGORY IRWIN 700 UNIVERSE BLVD JUNO BEACH, FL 33408	1.1043.10 TZCH REVISED SUBLEASE DOCS 04 14 22	COMPUTE NORTH LLC OR ITS SUBSIDIARIES	\$0.00	There are only 4 subleases so this is a duplicative entry. See entries 21, 22, 23 and 31.
100.	ULTEIG ENGINEERS INC ATTN DIR, CFS PROJECT MANAGEMENT 5575 DTC PKWY, STE 200 GREENWOOD VILLAGE, CO 80111	ULTEIG ENGINEERS WORK ORDER KING MOUNTAIN 02 08 22	COMPUTE NORTH LLC	\$0.00	More details needed. We have no records for this contract.