

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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): January 3, 2023 (December 30, 2022)

Riot Platforms, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

001-33675

(Commission File Number)

84-1553387

(I.R.S. Employer Identification No.)

**3855 Ambrosia Street, Suite 301
Castle Rock, CO 80109**

(Address of principal executive offices)

(303) 794-2000

(Registrant's telephone number, including area code)

Riot Blockchain, Inc.

(Former name, former address, and former fiscal year, if changed since last report.)

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

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

Title of each class

Common Stock, no par value per share

Trading Symbol(s)

RIOT

Name of each exchange on which registered

Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 1.01 – Entry into a Material Definitive Agreement

On December 30, 2022, Riot Blockchain, Inc. (the “Parent”) entered into a plan of merger, (the “Plan of Merger”), with its recently formed wholly owned subsidiary, Riot Platforms, Inc., a Nevada corporation, (the “Merger Sub”), pursuant to which it was agreed that the Merger Sub would merge with and into the Parent, (the “Merger”). Following the consummation of the Merger, the separate existence of Merger Sub would cease, and the Parent would continue as the surviving corporation with the Parent’s name changed to Riot Platforms, Inc. (the “Company”).

Pursuant to the Plan of Merger, (i) the Parent’s articles of incorporation in effect at the effective time of the Merger, as amended pursuant to the Articles of Merger (as defined below) to change the name of the surviving corporation to Riot Platforms, Inc., remain the articles of incorporation of the surviving corporation, (ii) the bylaws in effect at the effective time of the Merger remain the bylaws of the surviving corporation, and (iii) the directors and officers of the Parent immediately prior to the effective time of the Merger remain the directors and officers of the surviving corporation.

The foregoing is a summary only and does not purport to be a complete description of all terms, provisions, covenants, and agreements contained in the Plan of Merger, and is subject to and qualified in its entirety by reference to the full text of the Plan of Merger, which is attached hereto as Exhibit 2.1 and incorporated by reference herein.

Item 5.03 – Amendments to Articles of Incorporation.

Effective December 30, 2022, we filed articles of merger (the “Articles of Merger”) with the Secretary of the state of Nevada to effect the Merger. The Articles of Merger provided that Article I of our articles of incorporation was amended to change our name to Riot Platforms, Inc.

Pursuant to Nevada law, stockholder approval was not required for the foregoing corporate actions.

The Company’s common stock will continue to trade on the Nasdaq Capital Market under its existing symbol “RIOT”.

The foregoing is a summary only and does not purport to be a complete description of all of the terms, provisions, covenants, and agreements contained in the Articles of Merger, and is subject to and qualified in its entirety by reference to the full text of the Articles of Merger, which are attached hereto as Exhibit 3.1 and incorporated by reference herein.

Item 7.01. – Regulation FD Disclosure.

We are furnishing the disclosure in this Item 7.01 in connection with the disclosure of information in the form of the textual information from a press release on January 3, 2023, announcing our name change. The press release is attached to this Current Report on Form 8-K as Exhibit 99.1.

The information in this Item 7.01 (including Exhibit 99.1) is furnished pursuant to Item 7.01 and shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. This Current Report on Form 8-K will not be deemed an admission as to the materiality of any information in the Report that is required to be disclosed solely by Regulation FD.

Cautionary Note Regarding Forward-Looking Statements

Statements in this Report, including those made in the Press Release attached as Exhibit 99.1 to this Report, that are not statements of historical fact may be forward-looking statements that reflect management’s current expectations, assumptions and estimates of future performance and economic conditions. Such statements are made in reliance on the safe harbor provisions of Section 27A of the Securities Act and Section 21E of the Exchange Act. Words such as “anticipates,” “believes,” “plans,” “expects,” “intends,” “will,” “potential,” “hope” and similar expressions are intended to identify forward-looking statements. The assumptions and expectations expressed in these forward-looking statements are subject to various risks and uncertainties and, therefore, may never materialize or may prove to be incorrect. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of various risks and uncertainties. These forward-looking statements may include, but are not limited to, statements about the benefits of our acquisitions, including our financial and operating results following these acquisitions, and Riot’s plans, objectives, expectations and intentions for the future. Among the risks and uncertainties that could cause actual results to differ from those expressed in forward-looking statements, include, without limitation, risks related to: our estimates of bitcoin mining production are not audited; our future hash rate growth (expressed in terms of hashes per second); our anticipated benefits of immersion-cooling, our expected schedule of new miner deliveries; our ability to successfully deploy the new bitcoin mining computers we acquire; the timely completion of our expanded megawatt capacity under development; the integration of acquired businesses may not be successful, or such integration may take longer or be more difficult, time-consuming or costly to accomplish than anticipated; failure to otherwise realize anticipated efficiencies and strategic and financial benefits from our acquisitions; and the impact of COVID-19 on us, our customers, or on our suppliers in connection with our estimated timelines. Detailed information regarding other factors that may cause actual results to differ materially from those expressed or implied by statements in this Report, including the documents incorporated by reference herein, may be found in The Company’s filings with the Securities Exchange Commission (the “SEC”), including under sections entitled “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements” of Riot’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and the additional risk factors set forth in Riot’s Current Report on Form 8-K filed with the SEC on May 26, 2021, as well as the our other filings with the SEC, copies of which may be obtained from the SEC’s website, www.sec.gov. All forward-looking statements included in this Report, including those made in the Press Release attached as Exhibit 99.1 to this Report and in the other documents we file with the SEC, are made only as of the date of this Report and, as applicable, the date of the other documents we file with the SEC. Riot disclaims any intention or obligation to update or revise any forward-looking statements to reflect events or circumstances that subsequently occur, or of which Riot hereafter becomes aware, except as required by law. Persons reading this Report, the Press Release, and the other documents we file with the SEC are cautioned not to place undue reliance on such forward-looking statements.

Item 9.01– Financial Statements and Exhibits.

(d) *Exhibits.*

2.1	Plan of Merger, dated effective as of December 30, 2022, by and between Riot Blockchain, Inc. and Riot Platforms, Inc.
3.1	Articles of Merger between Riot Blockchain, Inc. and Riot Platforms, Inc.
99.1	Press Release, dated January 3, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RIOT PLATFORMS, INC.

Date: January 3, 2023

By: /s/ Colin Yee

Name: Colin Yee

Title: Chief Financial Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”), dated as of December 23, 2022, is by and between Riot Blockchain, Inc., a Nevada corporation (“Parent”), and Riot Platforms, Inc., a Nevada corporation and a direct, wholly-owned subsidiary of Parent (“Merger Sub”). Parent and Merger Sub are sometimes collectively referred to as the “Constituent Corporations” in this Agreement.

BACKGROUND

WHEREAS, each of the board of directors of Parent and the board of directors of Merger Sub has determined that it is advisable and in the best interests of the respective Constituent Corporations to enter into a business combination by means of the merger of Merger Sub with and into Parent (the “Merger”) and has approved and adopted this Agreement in accordance with NRS 92A.180.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Constituent Corporations hereby agree as follows:

AGREEMENT

1. Parent and Subsidiary. Merger Sub is a direct, wholly-owned subsidiary of Parent.
 2. Articles of Merger and Effective Time. Following the approval of this Agreement, Parent shall cause to be filed articles of merger (the “Articles of Merger”) with the Secretary of State of the State of Nevada. The Merger will take effect on December 30, 2022 (the “Effective Time”).
 3. Effect of Merger. At the Effective Time, Merger Sub shall merge with and into Parent, whereupon the separate existence of Merger Sub shall cease and Parent shall be the surviving corporation of the Merger (the “Surviving Corporation”). The effect of the Merger shall be as provided in the Nevada Revised Statutes. Without limiting the generality of the foregoing, as a result of the Merger, all rights, powers, privileges, obligations, and duties of Merger Sub shall become the rights, powers, privileges, obligations, and duties of the Surviving Corporation.
 4. Name of Surviving Corporation. The name of the Surviving Corporation shall be “Riot Platforms, Inc.”
 5. Governing Documents. The Articles of Incorporation of Parent, as amended to the extent provided in the Articles of Merger, and the Bylaws of Parent, as in effect at the Effective Time, shall continue in full force and effect as the Articles of Incorporation and Bylaws of the Surviving Corporation until sooner terminated or changed as permitted by the provisions of Nevada Revised Statutes, as amended.
 6. Directors and Officers. The directors and officers of Parent immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time, and shall hold office until the election and qualification of their respective successors in accordance with the Articles of Incorporation or Bylaws of the Surviving Corporation, or until their earlier respective resignation, death, or removal.
 7. Conversion of Securities and Consideration. At the Effective Time, by virtue of the Merger and in consideration therefor, and without any action on the part of the Constituent Corporations or any stockholder thereof, (i) each share of Merger Sub Common Stock shall be cancelled and no shares of Parent or other consideration shall be issued or delivered in exchange therefor, and (ii) each share of Parent’s Common Stock shall remain unchanged in the hands of the holder thereof as an outstanding share of the Surviving Corporation.
 8. Representations and Warranties of Parent. Parent represents and warrants to Merger Sub that as of the date of this Agreement and as of the Effective Time: (a) Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, (b) Parent has all requisite corporate power and authority to enter into and perform its obligations under this Agreement and to execute the Articles of Merger, (c) this Agreement has been duly executed and delivered by Parent, and has been authorized by all necessary corporate action, and constitutes the legal, valid, and binding obligations of Parent, enforceable in accordance with its terms, and (d) the execution, delivery, and performance of this Agreement does not conflict with any provision of the Articles of Incorporation or Bylaws of Parent.
-
9. Representations and Warranties of Merger Sub. Merger Sub represents and warrants to Parent that as of the date of this Agreement and as of the Effective Time: (a) Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, (b) Merger Sub has all requisite corporate power and authority to enter into and perform its obligations under this Agreement, (c) this Agreement has been duly executed and delivered by Merger Sub, and has been authorized by all necessary corporate action, and constitutes the legal, valid, and binding obligations of Merger Sub, enforceable in accordance with its terms, and (d) the execution, delivery, and performance of this Agreement does not conflict with any provision of the Articles of Incorporation or Bylaws of Merger Sub.
 10. Waiver of Notice. Parent, as the sole owner of Merger Sub, hereby waives the requirement that the Surviving Corporation mail a copy or summary of this Agreement to each owner of Merger Sub as set forth in NRS 92A.180(4).
 11. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Constituent Corporations as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and understandings of every kind between them.
 12. Severability. If any term or other provision of this Agreement is deemed invalid, illegal, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.
 13. Termination. Prior to the Effective Time, this Agreement may be terminated and the Merger abandoned by action of the board of directors of Parent, acting in its sole discretion.
 14. Amendment. Prior to the Effective Time, this Agreement may be amended, modified, or supplemented only by an agreement in writing executed by both Constituent Corporations.
 15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to principles of conflicts of law.
 16. Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures follow]

IN WITNESS WHEREOF, the Constituent Entities have executed this Agreement on the date first above written.

PARENT

RIOT BLOCKCHAIN, INC.

/s/ Jason Les

Name: Jason Les

Title: President

MERGER SUB

RIOT PLATFORMS, INC.

/s/ Jason Les

Name: Jason Les

Title: President

Signature Page to Agreement and Plan of Merger



BARBARA K. CEGAUSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
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****EXPEI**

Filed in the Office of <i>Barbara K. Cegauske</i> Secretary of State State Of Nevada	Business Number E0447572017-9 Filing Number 20222836571 Filed On 12/27/2022 8:00:00 AM Number of Pages 4
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ABOVE SPACE IS FOR OFFICE USE ONLY

Articles of Conversion/Exchange/Merger

NRS 92A.200 and 92A.205

This filing completes the following: Conversion Exchange Merger

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity Information: (Constituent, Acquired or Merging)	Entity Name: <input type="text" value="Riot Platforms, Inc."/> Jurisdiction: <input type="text" value="Nevada"/> Entity Type*: <input type="text" value="Corporation"/> <i>If more than one entity being acquired or merging please attach additional page.</i>
2. Entity Information: (Resulting, Acquiring or Surviving)	Entity Name: <input type="text" value="Riot Blockchain, Inc."/> Jurisdiction: <input type="text" value="Nevada"/> Entity Type*: <input type="text" value="Corporation"/>
3. Plan of Conversion, Exchange or Merger: (select one box)	<input type="checkbox"/> The entire plan of conversion, exchange or merger is attached to these articles. <input checked="" type="checkbox"/> The complete executed plan of conversion is on file at the registered office or principal place of business of the resulting entity. The entire plan of exchange or merger is on file at the registered office of the acquiring corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the acquiring entity (NRS 92A.200). <input type="checkbox"/> The complete executed plan of conversion for the resulting domestic limited partnership is on file at the records office required by NRS 88.330. (Conversion only)
4. Approval: (If more than one entity being acquired or merging please attach additional approval page.)	Exchange/Merger: Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity) <input checked="" type="checkbox"/> A. Owner's approval was not required from the: <input checked="" type="checkbox"/> Acquired/merging <input type="checkbox"/> Acquiring/surviving <input type="checkbox"/> B. The plan was approved by the required consent of the owners of: <input type="checkbox"/> Acquired/merging <input type="checkbox"/> Acquiring/surviving <input type="checkbox"/> C. Approval of plan of exchange/merger for Nevada non-profit corporation (NRS 92A.160): Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation. <input type="checkbox"/> Acquired/merging <input type="checkbox"/> Acquiring/surviving <input type="text" value="Riot Platforms, Inc."/> Name of acquired/merging entity <input type="text"/> Name of acquiring/surviving entity
5. Effective Date and Time: (Optional)	Date: <input type="text" value="12/30/2022"/> Time: <input type="text" value="12:00AM"/> (must not be later than 90 days after the certificate is filed)

* corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust. Page 1 of 4
Revised: 1/1/2019



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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 92A.205

This filing completes the following: Conversion Exchange Merger

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

4. Approval

Continued:

(If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:

Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

- A. Owner's approval was not required from the:
- Acquired/merging
 - Acquiring/surviving

- B. The plan was approved by the required consent of the owners of:
- Acquired/merging
 - Acquiring/surviving

- C. Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):

Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

- Acquired/merging
- Acquiring/surviving

Name of acquired/merging entity

Riot Blockchain, Inc.

Name of acquiring/surviving entity

4. Approval

Continued:

(If more than one entity being acquired or merging please attach additional approval page.)

Exchange/Merger:

Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity)

- A. Owner's approval was not required from the:
- Acquired/merging
 - Acquiring/surviving

- B. The plan was approved by the required consent of the owners of:
- Acquired/merging
 - Acquiring/surviving

- C. Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):

Non-profit Corporations only: The plan of exchange/merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

- Acquired/merging
- Acquiring/surviving

Name of acquired/merging entity

Name of acquiring/surviving entity

* corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.



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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 91A.205

6. Forwarding Address for Service of Process:
 (Conversion and Mergers only, if resulting/surviving entity is foreign)

Name	Country
Care of: _____	
Address	City
State	Zip/Postal Code

7. Amendment, if any, to the articles or certificate of the surviving entity. (NRS 92A.200):
 (Merger only) **

The text of Article I of the Articles of Incorporation of the surviving entity is hereby deleted in its entirety and replaced with the following:

"The name of the corporation is Riot Platforms, Inc. (the "Corporation")."

** Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

8. Declaration:
 (Exchange and Merger only)

Exchange:

The undersigned declares that a plan of exchange has been adopted by each constituent entity (NRS 92A.200).

Merger: (Select one box)

The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

9. Signature Statement: (Required)

Conversion:
 A plan of conversion has been adopted by the constituent entity in compliance with the law of the jurisdiction governing the constituent entity.

Signatures - must be signed by:

1. If constituent entity is a Nevada entity: an officer of each Nevada corporation; all general partners of each Nevada limited partnership or limited-liability limited partnership; a manager of each Nevada limited-liability company with managers or one member if there are no managers; a trustee of each Nevada business trust; a managing partner of a Nevada limited-liability partnership (a.k.a. general partnership governed by NRS chapter 87).

2. If constituent entity is a foreign entity: must be signed by the constituent entity in the manner provided by the law governing it.

 Name of constituent entity

Form will be returned if unsigned.
 This form must be accompanied by appropriate fees.



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Articles of Conversion/Exchange/Merger

NRS 92A.200 and 91A.205

9. Signature Statement
 Continued: (Required)

Exchange:
 Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or a member if there are no Managers; A trustee of each Nevada business trust (NRS 92A.230)
 Unless otherwise provided in the certificate of trust or governing instrument of a business trust, an exchange must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the exchange.
 The articles of exchange must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

Merger:
 Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230).
 The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

10. Signature(s):
 (Required)

Riot Platforms, Inc.		
Name of acquired/merging entity		
<i>[Signature]</i>	Secretary	12/23/2022
Signature (Exchange/Merger)	Title	Date
<i>If more than one entity being acquired or merging please attach additional page of information and signatures.</i>		
Riot Blockchain, Inc.		
Name of acquiring/surviving entity		
<i>[Signature]</i>	Secretary, EVP, GC	12/23/2022
Signature (Exchange/Merger)	Title	Date
X		
Signature of Constituent Entity (Conversion)	Title	Date

Please include any required or optional information in space below:
 (attach additional page(s) if necessary)

Form will be returned if unsigned.
 This form must be accompanied by appropriate fees.

RIOT BLOCKCHAIN, INC. ANNOUNCES CORPORATE REBRANDING TO RIOT PLATFORMS, INC.

Riot Blockchain, Inc. Announces Corporate Rebranding to Riot Platforms, Inc., Reflecting Increasingly Diversified, Bitcoin-Driven, Business Operations

CASTLE ROCK, CO. / Globe Newswire / January 3, 2023 / Riot Platforms, Inc. (NASDAQ: RIOT) (“Riot,” “Riot Platforms, Inc.” or “the Company”), (formerly Riot Blockchain, Inc.) an industry leader in Bitcoin mining and data center hosting, announces that it has rebranded its corporate name from Riot Blockchain, Inc. to Riot Platforms, Inc.

Riot’s rebranding underpins the Company’s growth strategy to continue expanding its increasingly diversified business operations and reflects a renewal of its corporate vision to become the world’s leading Bitcoin-driven infrastructure platform.

“This is a significant milestone for Riot and comes as a result of our unique strategic position in the market,” said Jason Les, CEO of Riot. “Our successful acquisitions of Whinstone U.S., which developed and operates North America’s largest dedicated Bitcoin mining data center facility, and ESS Metron, which enhanced our electrical component engineering and supply chain capabilities, have formed the foundation on which our teams have built, and will continue to develop, business platforms for further growth. The scope and scale of our businesses continues to expand, and this rebranding better reflects our position as strategic allocators of capital to increasingly broaden the scope of our Bitcoin-focused operations.”

Riot remains focused on securing opportunities to enhance the Company’s expansion projects across its growing, vertically integrated business lines. Riot and Whinstone U.S. will brand together under Riot Platforms, Inc., while Riot’s electrical equipment manufacturing business will continue to operate under the ESS Metron brand in order to support its long-established client base.

Riot’s common stock continues to be listed for trading on NASDAQ Capital Market under the same ticker symbol ‘RIOT’. The Company’s common stock was not assigned a new CUSIP as a result of the name change and remains 767292105.

About Riot Platforms, Inc.

Riot’s (NASDAQ: RIOT) vision is to be the world’s leading Bitcoin-driven infrastructure platform.

Our mission is to positively impact the sectors, networks, and communities that we touch. We believe that the combination of an innovative spirit and strong community partnership allows the Company to achieve best-in-class execution and create successful outcomes.

Riot is a Bitcoin mining and digital infrastructure company focused on a vertically integrated strategy. The Company has Bitcoin mining data center operations in central Texas, Bitcoin mining operations in central Texas, and electrical switchgear engineering and fabrication operations in Denver, Colorado.

For more information, visit www.riotplatforms.com

Safe Harbor

Statements in this press release that are not historical facts are forward-looking statements that reflect management’s current expectations, assumptions, and estimates of future performance and economic conditions. Such statements rely on the safe harbor provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. Words such as “anticipates,” “believes,” “plans,” “expects,” “intends,” “will,” “potential,” “hope,” and similar expressions are intended to identify forward-looking statements. These forward-looking statements may include, but are not limited to, statements about the benefits of acquisitions, including financial and operating results, and the Company’s plans, objectives, expectations, and intentions. Among the risks and uncertainties that could cause actual results to differ from those expressed in forward-looking statements include, but are not limited to: unaudited estimates of Bitcoin production; our future hash rate growth (EH/s); the anticipated benefits, construction schedule, and costs associated with the Navarro site expansion; our expected schedule of new miner deliveries; our ability to successfully deploy new miners; M.W. capacity under development; we may not be able to realize the anticipated benefits from immersion-cooling; the integration of acquired businesses may not be successful, or such integration may take longer or be more difficult, time-consuming or costly to accomplish than anticipated; failure to otherwise realize anticipated efficiencies and strategic and financial benefits from our acquisitions; and the impact of COVID-19 on us, our customers, or on our suppliers in connection with our estimated timelines. Detailed information regarding the factors identified by the Company’s management which they believe may cause actual results to differ materially from those expressed or implied by such forward-looking statements in this press release may be found in the Company’s filings with the U.S. Securities and Exchange Commission (the “SEC”), including the risks, uncertainties and other factors discussed under the sections entitled “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements” of the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021, as amended, and the other filings the Company makes with the SEC, copies of which may be obtained from the SEC’s website, www.sec.gov. All forward-looking statements included in this press release are made only as of the date of this press release, and the Company disclaims any intention or obligation to update or revise any such forward-looking statements to reflect events or circumstances that subsequently occur, or of which the Company hereafter becomes aware, except as required by law. Persons reading this press release are cautioned not to place undue reliance on such forward-looking statements.