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): July 27, 2026

POWERCOMPUTE, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-37605**	**47-3844457**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1200 West Platt Street
Suite 100
Tampa, Florida **33606**
(Address of Principal Executive Offices) (Zip Code)

Registrant's Telephone Number, Including Area Code: 813 222-8996

(Former Name or Former Address, 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))

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock par value $0.001 per share	PWCM	The Nasdaq Stock Market LLC

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 Agreement

The information contained under Item 2.03 below is hereby incorporated by reference into this Item 1.01

Item 2.03 Creation of a Direct Financial Obligation

Loan from Arch Lending

On July 27, 2026, PowerCompute, Inc. (the "Company"), through its wholly owned subsidiary US Digital Mining and Hosting Co, LLC, entered into a bridge loan transaction (the "Bridge Loan") whereunder it borrowed an aggregate of $18 million from ChainFi Inc. d/b/a Arch Lending ("Arch") under two separate Promissory Notes (the "Bridge Notes"). The purpose of the Bridge Loan was to fund the repayment in its entirety of the Company's $18 million in aggregate indebtedness to Galaxy Digital LLC and DE & AJ Liebel Limited Partnership in advance of the completion of a secured term loan facility with Arch to be secured by the Bitcoin in the Company's treasury. The Company and Arch are currently finalizing the terms and documents relating to the anticipated secured term loan facility. The Bridge Notes have a maturity date of July 31, 2026 (which the Company expects will be extended through the execution of the term loan facility) and bear interest at the Applicable Federal Rate published by the Internal Revenue Service, with interest due at maturity. The Bridge Notes also contain customary representations, warranties, covenants and events of default (including a default interest rate of 15% per annum).

Extension of Loan with Brown Family Enterprises

On July 28, 2026, we entered into a Third Amendment to Secured Promissory Note with Brown Family Enterprises, LLC under which the Company and Brown Family Enterprises agreed to extend the maturity date of the $1,1250,000 loan from Brown Family Enterprises to December 31, 2026 (the "Third Amendment").

The foregoing summaries of the Bridge Notes and Third Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of such documents, copies of which are filed as exhibits to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.
(d) Exhibits

Exhibit	Description
10.1	Promissory Note, dated July 27, 2026, in principal amount of $11,005,502.75 by US Digital Mining & Hosting Co, LLC and ChainFi Inc. d/b/a Arch Lending.
10.2	Promissory Note, dated July 27, 2026, in principal amount of $7,063,342.53 by US Digital Mining & Hosting Co, LLC and ChainFi Inc. d/b/a Arch Lending.
10.3	Third Amendment to Secured Promissory Note, dated July 28, 2026, by PowerCompute, Inc. payable to Brown Family Enterprises, LLC
104	Cover Page Interactive Data File, formatted in Inline Extensible Business Reporting Language (iXBRL)

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This Current Report on Form 8-K may contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements involve risks and uncertainty. Words such as "anticipate," "estimate," "expect," "intend," "plan," and "project" and other similar words and expressions are intended to signify forward-looking statements. Forward-looking statements are not guarantees of future results and conditions but rather are subject to various risks and uncertainties. Such statements are based on the Company's current expectations and are subject to a number of risks and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. Investors are cautioned that there can be no assurance actual results or business conditions will not differ materially from those projected or suggested in such forward-looking statements as a result of various risks and uncertainties. Investors should refer to the risks detailed from time to time in the reports the Company files with the SEC, including the Company's Annual Report on Form 10-K for the year ended December 31, 2025, as well as other filings on Form 10-Q and periodic filings on Form 8-K, for additional factors that could cause actual results to differ materially from those stated or implied by such forward-looking statements. The Company disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, unless required by law.

SIGNATURES

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

			PowerCompute, Inc.
Date:	July 31, 2026	By:	/s/ Richard Russell
			Richard Russell, Chief Financial Officer

PROMISSORY NOTE

$ Set forth on the Borrowing Annex   Dated: As set forth on the Borrowing Annex (the "***Effective Date***")

FOR VALUE RECEIVED, the undersigned, US Digital Mining and Hosting Co_, a _Florida_ ("***Borrower***"), hereby promises to pay to ChainFi Inc. (d/b/a Arch Lending) ("***Noteholder***"), the principal sum for each borrowing as set forth on the applicable Borrowing Annex to be attached hereto (the "***Principal Amount***"), in USDC stablecoin ("***USDC***"), together with interest thereon, in accordance with the terms of this Promissory Note (this "***Note***").

1. Payments.

(a) Maturity Date. Subject to the other provisions hereof, the entire outstanding Principal Amount for each borrowing and all accrued and unpaid interest thereon shall be due and payable in full no later than 5:00 p.m. Eastern Time on the date that is one (1) calendar day after the Maturity Date for such borrowing, as set forth on the applicable Borrowing Annex, or upon the earlier maturity hereof, whether by acceleration or otherwise (the "***Maturity Date***"), without the requirement for any demand for repayment by Noteholder. Amounts repaid may not be reborrowed.

(b) Voluntary Prepayment. Borrower shall have the right to voluntarily prepay the outstanding Principal Amount for an applicable borrowing, in whole or in part, at any time and from time to time, without premium or penalty. Any such prepayment shall be made together with payment of interest accrued on the portion of the Principal Amount for the borrowing being prepaid through the date of such prepayment. Any prepayments under this Note shall be applied first to accrued and unpaid interest and then to reduce the outstanding Principal Amount for the applicable borrowing being repaid.

2. Interest.

(a) Interest Rate. The unpaid Principal Amount for a borrowing shall bear interest from the Effective Date until the Maturity Date at a rate per annum equal to the applicable short-term Applicable Federal Rate published by the Internal Revenue Service under Section 1274(d) of the Internal Revenue Code of 1986, as amended, in effect on the Effective Date for such borrowing (the minimum federal rate required to avoid imputed interest). Interest shall be payable on the Maturity Date. Unless otherwise expressly set forth in this Note, interest shall be computed and payable based on the number of days elapsed and a 360-day year.

(b) Default Rate. Notwithstanding the foregoing, upon the occurrence and during the continuance of an Event of Default, the outstanding Principal Amount and, to the extent permitted by applicable law, all accrued and unpaid interest and any other amounts then due and payable hereunder, shall bear interest at a rate per annum equal to 15% (the "***Default Rate***"), payable on demand. Interest at the Default Rate shall accrue from the date of the applicable Event of Default until such Event of Default is cured or waived in writing by Noteholder, and shall in no event exceed the Maximum Rate.

(c) Interest Rate Limitation. Regardless of any provisions contained in this Note, Noteholder shall never be deemed to have contracted for or be entitled to receive, collect, or apply as interest on this Note, any amount in excess of the Maximum Rate, and, in the event Noteholder ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid Principal Amount for an applicable borrowing, and, if such Principal Amount is paid in full, then any remaining excess shall be paid to Borrower. As used herein, "***Maximum Rate***" means the maximum lawful rate of interest which may be contracted for, charged, taken, received, or reserved by Noteholder in accordance with the applicable laws of the State of

Delaware (or applicable United States federal law to the extent that such law permits Noteholder to contract for, charge, take, receive, or reserve a greater amount of interest than under Delaware law), taking into account all charges made in connection with the transaction evidenced by this Note.

3. Use of Proceeds. The proceeds of the borrowings hereunder shall be funded by Noteholder directly to Galaxy Digital ("***Galaxy Digital***") in full satisfaction of Borrower's outstanding loan with Galaxy Digital.

4. Conditions Precedent. The obligation of Noteholder to make any borrowing hereunder is subject to the satisfaction (or written waiver by Noteholder) of each of the following conditions precedent on or prior to the Effective Date for such borrowing:

(a) Noteholder shall have received this Note, duly executed and delivered by Borrower, together with a completed and executed Borrowing Annex for such borrowing.

(b) Noteholder shall have received a closing certificate of Borrower, dated as of the Effective Date and executed by a duly authorized officer of Borrower, certifying as to and attaching: (i) Borrower's organizational documents (including its certificate of incorporation and bylaws), each as in effect on the Effective Date; (ii) resolutions of the board of directors (or other governing body) of Borrower authorizing the execution, delivery and performance of this Note and the transactions contemplated hereby; (iii) an incumbency certificate identifying by name and title, and bearing the specimen signatures of, the officers of Borrower authorized to execute and deliver this Note and any related documents on behalf of Borrower; and (iv) a certificate of good standing (or equivalent) of Borrower from its jurisdiction of organization, dated reasonably close to the Effective Date.

(c) Noteholder shall have received satisfactory evidence (including, if requested, a payoff letter or wire instructions from Galaxy Digital) of the amount required to satisfy in full Borrower's outstanding loan with Galaxy Digital, together with Borrower's irrevocable direction to fund the proceeds of the borrowing directly to Galaxy Digital in accordance with Section 3.

(d) Borrower shall have provided Noteholder with a valid USDC wallet address at Galaxy Digital (or other delivery instructions reasonably acceptable to Noteholder) for the receipt of the proceeds, and Noteholder shall have completed all customer due diligence, know-your-customer, anti-money-laundering, and sanctions screening required by Noteholder's policies and applicable law.

(e) The representations and warranties of Borrower set forth in this Note shall be true and correct in all material respects as of the Effective Date, and no Event of Default (or event that, with the giving of notice or passage of time, or both, would constitute an Event of Default) shall have occurred and be continuing or would result from such borrowing.

5. Default.

(a) Event of Default. An "***Event of Default***" shall exist hereunder if any one or more of the following events shall occur and be continuing: (i) this Note shall cease to be the legal, valid, binding agreement enforceable against Borrower in accordance with its terms or become or be declared ineffective or inoperative or shall in any way whatsoever cease to give or provide the rights, titles, interests, remedies, powers, or privileges intended to be created thereby; (ii) Borrower shall (A) apply for or consent to the appointment of a receiver, trustee, intervenor, custodian, or liquidator of itself or of all or a substantial part of its assets, (B) be adjudicated a bankrupt or insolvent or file a voluntary petition for bankruptcy or admit in writing that it is unable to pay its debts as they become due or (C) file a petition or answer seeking an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, (iii) an order, judgment, or decree shall be entered by any court of competent jurisdiction or other competent authority appointing a receiver, trustee, intervenor, or liquidator of Borrower, or of all or substantially all of its assets, and such order, judgment, or decree shall continue unstayed and in effect for a period of 60 days; (iv) Borrower shall fail to pay when due any principal of, or interest upon, this Note; (v) any representation or warranty made by Borrower herein shall be untrue or inaccurate in any material respect or (vi) default shall occur in the performance of any of the covenants or agreements of Borrower contained herein and such default shall remain unremedied for a period of five (5) calendar days;

(b) Remedies. Upon the occurrence of any Event of Default hereunder, the holder hereof may, at its option: (i) upon notice to Borrower, declare the entire unpaid balance of principal of and accrued interest upon this Note to be immediately due and payable; (ii) reduce any claim to judgment; and
(iii) pursue and enforce any of Noteholder's rights and remedies available pursuant to this Note or any applicable law. Upon the occurrence of any event described in clause (ii) or (iii) of Section 5(a), the obligations of Noteholder hereunder shall automatically terminate and the aggregate unpaid Principal Amount and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of Noteholder.

6. Borrower Representations and Warranties. Borrower represents and warrants to Noteholder that the execution, delivery, and performance by Borrower of this Note does not conflict with or result in any breach or contravention of, or the creation of any lien under or require any payment to be made under (a) any contractual obligation to which Borrower is a party or affecting Borrower or the properties of Borrower or (b) any order, injunction, writ, or decree of any governmental authority or any arbitral award to which Borrower or its property is subject.

7. Miscellaneous.

(a) Notices. All notices, requests, or other communications required or permitted to be delivered hereunder shall be delivered in writing to the address listed below for Noteholder and on the signature page hereto for Borrower, or to such other address as such a party may from time to time specify in writing.

Noteholder Address:

ChainFi, Inc (dba Arch Lending)
595 Broadway, 4th Floor
New York, NY 10012

(b) Amendments. No amendment or waiver of any provision of this Note, and no consent to any departure by Borrower therefrom, shall be effective unless in writing signed by Noteholder and Borrower.

(c) Entire Agreement. This Note embodies the final, entire agreement of Borrower and Noteholder and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of Borrower and Noteholder. There are no oral agreements between Borrower and Noteholder regarding the subject of this Note and any Borrowing Annex.

(d) Governing Law. This Note is being executed and delivered and is intended to be performed in the State of New York. This Note and all issues and claims arising in connection with or relating to this Note, including but without limitation, all contract, tort, equity, or other claims or counterclaims shall be governed and construed in accordance with the laws of the State of New York (without consideration of its conflicts of laws rules) and the applicable laws of the United States of America.

(e) Severability. If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

(f) Successors and Assigns. This Note may not be assigned or transferred by Noteholder except by operation of law.

(g) Full Recourse. Notwithstanding anything to the contrary contained herein, all obligations of Borrower under this Note are full recourse obligations of Borrower, and Noteholder shall have full recourse to Borrower and all of Borrower's assets for the payment and performance of such obligations.

(h) Taxes; Gross-Up. Any and all payments by or on account of any obligation of Borrower under this Note shall be made free and clear of, and without deduction or withholding for, any and all present or future taxes, levies, imposts, deductions, charges, or withholdings, and all liabilities with respect thereto (including any interest, additions to tax, or penalties applicable thereto) imposed by any Canadian, U.S. federal, state, provincial, local, or other governmental authority (collectively, "***Taxes***"), excluding Taxes imposed on or measured by Noteholder's net income and franchise taxes imposed on it ("***Excluded Taxes***"). If Borrower is required by applicable law to deduct or withhold any Taxes (other than Excluded Taxes) from any such payment, then (i) the sum payable by Borrower shall be increased as necessary so that, after all required deductions and withholdings have been made (including deductions and withholdings applicable to additional sums payable under this Section), Noteholder receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) Borrower shall make such deductions or withholdings, and (iii) Borrower shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable law and shall promptly furnish to Noteholder the original or a certified copy of a receipt evidencing such payment. Borrower shall indemnify Noteholder, within 10 days after written demand therefor, for the full amount of any Taxes (other than Excluded Taxes) paid by Noteholder on or with respect to any payment by or on account of any obligation of Borrower hereunder.

(i) Submission to Jurisdiction; Waiver of Jury Trial. Each of Borrower and Noteholder irrevocably and unconditionally (i) submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan and the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Note, (ii) agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection it may now or hereafter have to the laying of venue of any such action or proceeding in any such court and any defense of inconvenient forum to the maintenance of such action or proceeding, and (iv) WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT

IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY).

(j) Judgment Currency. Borrower's obligations hereunder to make payments in USDC (or, if applicable, U.S. Dollars) (the "***Obligation Currency***") shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any other currency, except to the extent that such tender or recovery results in the effective receipt by Noteholder of the full amount of the Obligation Currency expressed to be payable hereunder. If, for the purpose of obtaining or enforcing judgment in any court, it becomes necessary to convert any amount due hereunder in the Obligation Currency into another currency, the rate of exchange used shall be that at which, in accordance with normal banking procedures, Noteholder could purchase the Obligation Currency with such other currency on the business day preceding the day on which final judgment is given. Borrower agrees that its obligation in respect of any sum due to Noteholder hereunder shall, notwithstanding any judgment in another currency, be discharged only to the extent that, on the business day following receipt by Noteholder of any sum adjudged to be so due in such other currency, Noteholder may, in accordance with normal banking procedures, purchase the Obligation Currency with such other currency. If the amount of the Obligation Currency so purchased is less than the sum originally due to Noteholder in the Obligation Currency, Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Noteholder against such loss.

[Signature Page Follows]

[redacted]

BORROWER:

R Russell

IN WITNESS WHEREOF, Borrower has executed this Note as of the Effective Date.

By: US Digital Mining and Hosting Co
Name: Richard Russel
Title: CFO

Borrower Address:
1200 E Platt St
Tampa, FL

Borrowing Annex No.[1]

Effective Date for applicable borrowing	Principal Amount	Interest Rate	Maturity Date
July 27, 2026	USD $11,005,502.75	Short-Term AFR	July 31, 2026

PROMISSORY NOTE

$ Set forth on the Borrowing Annex Dated: As set forth on the Borrowing Annex (the "***Effective Date***")

FOR VALUE RECEIVED, the undersigned, US Digital Mining and Hosting Co_, a _Florida_ ("***Borrower***"), hereby promises to pay to ChainFi Inc. (d/b/a Arch Lending) ("***Noteholder***"), the principal sum for each borrowing as set forth on the applicable Borrowing Annex to be attached hereto (the "***Principal Amount***"), in USDC stablecoin ("***USDC***"), together with interest thereon, in accordance with the terms of this Promissory Note (this "***Note***").

1. Payments.

(a) Maturity Date. Subject to the other provisions hereof, the entire outstanding Principal Amount for each borrowing and all accrued and unpaid interest thereon shall be due and payable in full no later than 5:00 p.m. Eastern Time on the date that is one (1) calendar day after the Maturity Date for such borrowing, as set forth on the applicable Borrowing Annex, or upon the earlier maturity hereof, whether by acceleration or otherwise (the "***Maturity Date***"), without the requirement for any demand for repayment by Noteholder. Amounts repaid may not be reborrowed.

(b) Voluntary Prepayment. Borrower shall have the right to voluntarily prepay the outstanding Principal Amount for an applicable borrowing, in whole or in part, at any time and from time to time, without premium or penalty. Any such prepayment shall be made together with payment of interest accrued on the portion of the Principal Amount for the borrowing being prepaid through the date of such prepayment. Any prepayments under this Note shall be applied first to accrued and unpaid interest and then to reduce the outstanding Principal Amount for the applicable borrowing being repaid.

2. Interest.

(a) Interest Rate. The unpaid Principal Amount for a borrowing shall bear interest from the Effective Date until the Maturity Date at a rate per annum equal to the applicable short-term Applicable Federal Rate published by the Internal Revenue Service under Section 1274(d) of the Internal Revenue Code of 1986, as amended, in effect on the Effective Date for such borrowing (the minimum federal rate required to avoid imputed interest). Interest shall be payable on the Maturity Date. Unless otherwise expressly set forth in this Note, interest shall be computed and payable based on the number of days elapsed and a 360-day year.

(b) Default Rate. Notwithstanding the foregoing, upon the occurrence and during the continuance of an Event of Default, the outstanding Principal Amount and, to the extent permitted by applicable law, all accrued and unpaid interest and any other amounts then due and payable hereunder, shall bear interest at a rate per annum equal to 15% (the "***Default Rate***"), payable on demand. Interest at the Default Rate shall accrue from the date of the applicable Event of Default until such Event of Default is cured or waived in writing by Noteholder, and shall in no event exceed the Maximum Rate.

(c) Interest Rate Limitation. Regardless of any provisions contained in this Note, Noteholder shall never be deemed to have contracted for or be entitled to receive, collect, or apply as interest on this Note, any amount in excess of the Maximum Rate, and, in the event Noteholder ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid Principal Amount for an applicable borrowing, and, if such Principal Amount is paid in full, then any remaining excess shall be paid to Borrower. As used herein, "***Maximum Rate***" means the maximum lawful rate of interest which may be contracted for, charged, taken, received, or reserved by Noteholder in accordance with the applicable laws of the State of

[redacted]

Delaware (or applicable United States federal law to the extent that such law permits Noteholder to contract for, charge, take, receive, or reserve a greater amount of interest than under Delaware law), taking into account all charges made in connection with the transaction evidenced by this Note.

3. Use of Proceeds. The proceeds of the borrowings hereunder shall be funded by Noteholder directly to SE & SJ Liebel Limited Partnership ("***SE & SJ Liebel Limited Partnership***") in full satisfaction of Borrower's outstanding loan with SE & SJ Liebel Limited Partnership.

4. Conditions Precedent. The obligation of Noteholder to make any borrowing hereunder is subject to the satisfaction (or written waiver by Noteholder) of each of the following conditions precedent on or prior to the Effective Date for such borrowing:

(a) Noteholder shall have received this Note, duly executed and delivered by Borrower, together with a completed and executed Borrowing Annex for such borrowing.

(b) Noteholder shall have received a closing certificate of Borrower, dated as of the Effective Date and executed by a duly authorized officer of Borrower, certifying as to and attaching: (i) Borrower's organizational documents (including its certificate of incorporation and bylaws), each as in effect on the Effective Date; (ii) resolutions of the board of directors (or other governing body) of Borrower authorizing the execution, delivery and performance of this Note and the transactions contemplated hereby; (iii) an incumbency certificate identifying by name and title, and bearing the specimen signatures of, the officers of Borrower authorized to execute and deliver this Note and any related documents on behalf of Borrower; and (iv) a certificate of good standing (or equivalent) of Borrower from its jurisdiction of organization, dated reasonably close to the Effective Date.

(c) Noteholder shall have received satisfactory evidence (including, if requested, a payoff letter or wire instructions from SE & SJ Liebel Limited Partnership) of the amount required to satisfy in full Borrower's outstanding loan with SE & SJ Liebel Limited Partnership, together with Borrower's irrevocable direction to fund the proceeds of the borrowing directly to SE & SJ Liebel Limited Partnership in accordance with Section 3.

(d) _Borrower shall have provided Noteholder with a valid USDC wallet address at SE & SJ Liebel Limited Partnership (or other delivery instructions reasonably acceptable to Noteholder) for the receipt of the proceeds, and Noteholder shall have completed all customer due diligence, know-your-customer, anti-money-laundering, and sanctions screening required by Noteholder's policies and applicable law.

(e) The representations and warranties of Borrower set forth in this Note shall be true and correct in all material respects as of the Effective Date, and no Event of Default (or event that, with the giving of notice or passage of time, or both, would constitute an Event of Default) shall have occurred and be continuing or would result from such borrowing.

5. Default.

(a) Event of Default. An "***Event of Default***" shall exist hereunder if any one or more of the following events shall occur and be continuing: (i) this Note shall cease to be the legal, valid, binding agreement enforceable against Borrower in accordance with its terms or become or be declared ineffective or inoperative or shall in any way whatsoever cease to give or provide the rights, titles, interests, remedies, powers, or privileges intended to be created thereby; (ii) Borrower shall (A) apply for or consent to the appointment of a receiver, trustee, intervenor, custodian, or liquidator of itself or of all or a substantial part of its assets, (B) be adjudicated a bankrupt or insolvent or file a voluntary petition for bankruptcy or admit in writing that it is unable to pay its debts as they become due or (C) file a petition or answer seeking an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, (iii) an order, judgment, or decree shall be entered by any court of competent jurisdiction or other competent authority appointing a receiver, trustee, intervenor, or liquidator of Borrower, or of all or substantially all of its assets, and such order, judgment, or decree shall continue unstayed and in effect for a period of 60 days; (iv) Borrower shall fail to pay when due any principal of, or interest upon, this Note; (v) any representation or warranty made by Borrower herein shall be untrue or inaccurate in any material respect or (vi) default shall occur in the performance of any of the covenants or agreements of Borrower contained herein and such default shall remain unremedied for a period of five (5) calendar days;

(b) Remedies. Upon the occurrence of any Event of Default hereunder, the holder hereof may, at its option: (i) upon notice to Borrower, declare the entire unpaid balance of principal of and accrued interest upon this Note to be immediately due and payable; (ii) reduce any claim to judgment; and
(iii) pursue and enforce any of Noteholder's rights and remedies available pursuant to this Note or any applicable law. Upon the occurrence of any event described in clause (ii) or (iii) of Section 5(a), the obligations of Noteholder hereunder shall automatically terminate and the aggregate unpaid Principal Amount and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of Noteholder.

6. Borrower Representations and Warranties. Borrower represents and warrants to Noteholder that the execution, delivery, and performance by Borrower of this Note does not conflict with or result in any breach or contravention of, or the creation of any lien under or require any payment to be made under (a) any contractual obligation to which Borrower is a party or affecting Borrower or the properties of Borrower or (b) any order, injunction, writ, or decree of any governmental authority or any arbitral award to which Borrower or its property is subject.

7. Miscellaneous.

(a) Notices. All notices, requests, or other communications required or permitted to be delivered hereunder shall be delivered in writing to the address listed below for Noteholder and on the signature page hereto for Borrower, or to such other address as such a party may from time to time specify in writing.

Noteholder Address:

ChainFi, Inc (dba Arch Lending)
595 Broadway, 4th Floor
New York, NY 10012

(b) Amendments. No amendment or waiver of any provision of this Note, and no consent to any departure by Borrower therefrom, shall be effective unless in writing signed by Noteholder and Borrower.

(c) Entire Agreement. This Note embodies the final, entire agreement of Borrower and

Noteholder and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of Borrower and Noteholder. There are no oral agreements between Borrower and Noteholder regarding the subject of this Note and any Borrowing Annex.

(d) Governing Law. This Note is being executed and delivered and is intended to be performed in the State of New York. This Note and all issues and claims arising in connection with or relating to this Note, including but without limitation, all contract, tort, equity, or other claims or counterclaims shall be governed and construed in accordance with the laws of the State of New York (without consideration of its conflicts of laws rules) and the applicable laws of the United States of America.

(e) Severability. If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

(f) Successors and Assigns. This Note may not be assigned or transferred by Noteholder except by operation of law.

(g) Full Recourse. Notwithstanding anything to the contrary contained herein, all obligations of Borrower under this Note are full recourse obligations of Borrower, and Noteholder shall have full recourse to Borrower and all of Borrower's assets for the payment and performance of such obligations.

(h) Taxes; Gross-Up. Any and all payments by or on account of any obligation of Borrower under this Note shall be made free and clear of, and without deduction or withholding for, any and all present or future taxes, levies, imposts, deductions, charges, or withholdings, and all liabilities with respect thereto (including any interest, additions to tax, or penalties applicable thereto) imposed by any Canadian, U.S. federal, state, provincial, local, or other governmental authority (collectively, "***Taxes***"), excluding Taxes imposed on or measured by Noteholder's net income and franchise taxes imposed on it ("***Excluded Taxes***"). If Borrower is required by applicable law to deduct or withhold any Taxes (other than Excluded Taxes) from any such payment, then (i) the sum payable by Borrower shall be increased as necessary so that, after all required deductions and withholdings have been made (including deductions and withholdings applicable to additional sums payable under this Section), Noteholder receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) Borrower shall make such deductions or withholdings, and (iii) Borrower shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable law and shall promptly furnish to Noteholder the original or a certified copy of a receipt evidencing such payment. Borrower shall indemnify Noteholder, within 10 days after written demand therefor, for the full amount of any Taxes (other than Excluded Taxes) paid by Noteholder on or with respect to any payment by or on account of any obligation of Borrower hereunder.

(i) Submission to Jurisdiction; Waiver of Jury Trial. Each of Borrower and Noteholder irrevocably and unconditionally (i) submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan and the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Note, (ii) agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection it may now or hereafter have to the laying of venue of any such action or proceeding in any such court and any defense of inconvenient forum to the maintenance of such action or proceeding, and (iv) WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY).

(j) Judgment Currency. Borrower's obligations hereunder to make payments in USDC (or, if applicable, U.S. Dollars) (the "***Obligation Currency***") shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any other currency, except to the extent that such tender or recovery results in the effective receipt by Noteholder of the full amount of the Obligation Currency expressed to be payable hereunder. If, for the purpose of obtaining or enforcing judgment in any court, it becomes necessary to convert any amount due hereunder in the Obligation Currency into another currency, the rate of exchange used shall be that at which, in accordance with normal banking procedures, Noteholder could purchase the Obligation Currency with such other currency on the business day preceding the day on which final judgment is given. Borrower agrees that its obligation in respect of any sum due to Noteholder hereunder shall, notwithstanding any judgment in another currency, be discharged only to the extent that, on the business day following receipt by Noteholder of any sum adjudged to be so due in such other currency, Noteholder may, in accordance with normal banking procedures, purchase the Obligation Currency with such other currency. If the amount of the Obligation Currency so purchased is less than the sum originally due to Noteholder in the Obligation Currency, Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Noteholder against such loss.

[Signature Page Follows]

BORROWER:

R Russell

IN WITNESS WHEREOF, Borrower has executed this Note as of the Effective Date.

By: US Digital Mining and Hosting Co
Name: Richard Russel
Title: CFO

Borrower Address:
1200 E Platt St
Tampa, FL

Borrowing Annex No.[1]

Effective Date for applicable borrowing	Principal Amount	Interest Rate	Maturity Date
July 27, 2026	USD $7,063,342.53	Short-Term AFR	July 31, 2026

THIRD AMENDMENT TO SECURED PROMISSORY NOTE

THIS THIRD AMENDMENT TO SECURED PROMISSORY NOTE (this "Third Amendment") is made and entered into effective as of July 28, 2026 (the "Effective Date") by and between PowerCompute, Inc. (formerly known as LM Funding America, Inc.), a Delaware corporation (the "Company"), and Brown Family Enterprises, LLC, a Delaware limited liability company ("Holder").

RECITALS

WHEREAS, Holder is the owner and holder of that certain Secured Promissory Note dated as of May 18, 2024 and executed by the Company in favor of Holder in the original principal amount of US$1,500,000, as amended by that certain First Amendment to Secured Promissory Note dated as of March 27, 2025 and that certain Second Amendment to Secured Promissory Note dated as of March 24, 2026 (as so amended, the "Note");

WHEREAS, on July 27, 2026 the Company paid to Holder US$250,000 in reduction of the outstanding principal balance of the Note, and the Company has paid all interest accrued under the Note through and including June 30, 2026, such that as of the Effective Date the outstanding principal balance of the Note is US$1,250,000 and $12,205 interest remains accrued and unpaid thereon;

WHEREAS, the stated Maturity Date of the Note was June 30, 2026, and the parties desire to extend the Maturity Date as set forth herein; and

WHEREAS, Holder has agreed to amend the Note as set forth herein and on the terms and conditions contained in this Third Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Holder, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are hereby incorporated into this Third Amendment and expressly made a part hereof.

2. Amendment. The first paragraph of the Note is hereby replaced, in its entirety, with the following:

"FOR VALUE RECEIVED, PowerCompute, Inc. (formerly known as LM Funding America, Inc.), a Delaware corporation (the "Company"), hereby promises to pay to the order of the undersigned holder (the "Holder"), the principal sum of US$1,250,000 (the "Principal Amount"), together with interest thereon, pursuant to this secured promissory note (the "Note"). In addition to the Principal Amount, the Company owes Holder

US$12,205 in interest accrued and unpaid through and including July 27, 2026 (the "Accrued Interest"). Interest shall accrue from and after July 28, 2026 in an amount equal to eleven percent (11%) per annum, simple interest (calculated on the basis of a 365-day year), on the outstanding principal balance of this Note until the Note is paid in full. All principal, the Accrued Interest, and all other interest accrued but unpaid under this Note shall become due and payable on December 31, 2026 (the "Maturity Date")."

3. Acknowledgment of Payment; No Default. Holder acknowledges and agrees that (a) it has received the US$250,000 principal payment and all interest accrued under the Note through and including June 30, 2026, (b) as of the Effective Date the outstanding principal balance of the Note is US$1,250,000 and $12,205 interest remains accrued and unpaid thereon, representing interest accrued for the period from July 1, 2026 through and including July 27, 2026, and (c) any Event of Default, default, or event that with the giving of notice or passage of time would constitute an Event of Default under the Note arising solely from the failure of the Company to pay the Note in full on or before June 30, 2026 is hereby waived. The foregoing waiver is limited to the specific matter described and shall not constitute a waiver of any other default or of any future default.

4. Reaffirmation of Security. The Note is and remains a secured obligation of the Company. The Company hereby ratifies, confirms and reaffirms all liens, security interests, pledges and other collateral granted by the Company to secure the Note, including without limitation those granted under the Security Agreement dated as of May 18, 2024 between the Company and Holder (the "Security Documents"), and confirms that such liens and security interests continue in full force and effect and secure the Note as amended by this Third Amendment. Nothing in this Third Amendment shall impair, release, subordinate or otherwise affect the Security Documents or the priority of the liens and security interests granted thereunder.

5. Ratification. Except as explicitly and specifically amended by this Third Amendment, all terms and conditions of the Note shall remain in full force and effect. This Third Amendment does not constitute repayment, cancellation or a novation of the Note.

6. Name Change. The parties acknowledge that, effective July 22, 2026, LM Funding America, Inc. changed its corporate name to PowerCompute, Inc. References in the Note and the Security Documents to LM Funding America, Inc. shall be deemed to refer to PowerCompute, Inc., without any change to the identity of the obligor or to the obligations, liens or security interests thereunder.

7. Binding Agreement. The terms and conditions of this Third Amendment shall be binding upon the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8. Counterparts. This Third Amendment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so

delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. Severability. The illegality or unenforceability of any provision of this Third Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Third Amendment or any instrument or agreement required hereunder.

10. Conflict. In the event of a conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Note, the terms and provisions of this Third Amendment shall be controlling.

11. Headings. The headings or captions of sections and paragraphs in this Third Amendment are for reference only, do not define or limit the provisions of such sections or paragraphs, and shall not affect the interpretation of this Third Amendment.

[Signature Page Follows.]

IN WITNESS WHEREOF, this Third Amendment has been executed by the undersigned as of the date and year first above written.

COMPANY:

POWERCOMPUTE, INC.

By: /s/ Richard Russell
Name: Richard Russell
Title: Chief Financial Officer

Address: 1200 W. Platt Street, Suite 100
Tampa, FL 33606
Email Address: Rrussell@lmfunding.com

HOLDER:

BROWN FAMILY ENTERPRISES, LLC

By: /s/ Christina Brown
Name: Christian Brown
Title: Manager

Address: 15911 Beacon Shores Street
Tampa, FL 33616
Email Address: Christian.h.g.brown@gmail.com

[Signature Page to Third Amendment to Secured Promissory Note]