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

FORM 8-K/A
(Amendment No. 1)

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 3, 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. ☐

Explanatory Note

This Amendment No. 1 on Form 8-K/A (this "Form 8-K/A") is an amendment to the Current Report on Form 8-K of PowerCompute, Inc. (the "Company") filed on August 5, 2026 (the "Original Form 8-K"). The Original Form 8-K inadvertently incorrectly stated that the aggregate amount borrowed was "$18,127.88," when it should have instead stated "$18,127,131.88." This Form 8-K/A amends Item 2.03 of the Original Form 8-K and is being filed solely to correct this number. Except as stated herein, all other information in the Original Report remains unchanged.

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 August 3, 2026, PowerCompute, Inc. (the "Company"), through its wholly owned subsidiary US Digital Mining and Hosting Co, LLC (the "Borrower"), entered into new loan facility (the "Loan Facility") with ChainFi Inc. d/b/a/ Arch Lending ("Arch") pursuant to which Arch made available to the Borrower a non-recourse, collared, 30-day rolling loan secured by the Borrower's Bitcoin (a "Collar Loan"). On August 3, 2026, the Borrower borrowed an aggregate of $18,127,131.88 in an initial 30-day Collar Loan under the Loan Facility secured by 307 Bitcoin (with mutually agreed upon floor and ceiling prices) and bearing interest at 2.0% per annum, which loan was used to pay off the previously disclosed bridge loans entered into with Arch on July 27, 2026. Under the Loan Facility, the Collar Loan automatically rolls over for successive 30-day periods unless either party provides notice of non-renewal, and at each rollover date, the interest rate, floor price, and ceiling price are re-set based on then-prevailing market conditions. At each maturity, if the Bitcoin reference price is below the agreed-upon floor price, the Borrower may elect to walk away, repay the loan and recover the collateral, or it may roll the loan by curing the shortfall. The terms and conditions of the Loan Facility are set forth in a Loan and Security Agreement that was entered into by the Borrower and Arch on August 3, 2026 (together with all exhibits, schedules, and annexes thereto, the "Loan Agreement"). The Loan Agreement also contains customary representations, warranties, covenants and events of default.

The foregoing summary of the Loan Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Loan Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 7.01 Regulation FD.

On August 5, 2026, the Company issued a press release announcing the Loan Facility. The press release is furnished as Exhibit 99.1 and incorporated herein by reference.

The information in this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished, shall not be deemed "filed" for any purpose, and shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), except as expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.
(d) Exhibits

Exhibit	Description
10.1	Promissory Note, dated August 3, 2026, in principal amount of $18,127,131.88 by US Digital Mining & Hosting Co, LLC and ChainFi Inc. d/b/a Arch Lending.
10.2	Promissory Note Annex, dated August 3, 2026
99.1	Press Release dated August 5, 2026
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:	August 10, 2026	By:	/s/ Richard Russell
			Richard Russell, Chief Financial Officer

Truth in Lending Act Disclosure

Date: 08/03/26

BORROWER: **LENDER:**

US Digital Mining & Hosting Co 1200 West Platt Street Suite 100 Tampa, FL, 33606, US

Loan ID: 1001 7807 5293 8745

CHAINFI, INC
595 Broadway, Floor 4
New York, NY, 10012

Please note that signing this loan document will VOID the previously signed loan agreement (with Loan ID: 1001 7807 5293 8172) effective as of the date of signing this document. This loan agreement will be the source of truth for all purposes. The "Appendix for Loan Calculations Ledger" shows the ledger of repaying the first loan ID and disbursing the second loan ID.

YOUR LOAN IS:
Amortized Loan – Regular payments of principal and interest throughout the loan term.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you	The amount of credit provided to Borrower or on Borrower's behalf, less origination fee.	The amount you will have paid after you have made all payments as scheduled.
2.00%	**$30,211.89**	$18,127,131.88	$18,157,343.77

YOUR PAYMENT SCHEDULE WILL BE

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
1	$18,157,343.77	Monthly payment beginning 09/02/26

PLEASE CHECK THE DISCLOSURES UNDER SECTION 20 BELOW, AS CERTAIN TERMS OF THIS AGREEMENT MAY BE DIFFERENT BASED ON YOUR JURISDICTION.

Origination Fee:
You will be charged 0% of the Total Loan Amount upfront. This Fee is fully earned and nonrefundable by Lender on the date it is collected, and will be deducted from your Total Loan Amount, so the loan proceeds delivered to you will be less than the Total Loan Amount.

Prepayment:
If you pay the loan off early, you will not have to pay a penalty. You may prepay your entire or partial loan. If you prepay your principal partially, your monthly interest amounts will be recalculated assuming the original loan duration.

Security:
You are giving a security interest in the following collateral: 307.0003 BTC (e)[1].

See your contract documents for any additional information about nonpayment, default, any required payment in full before the scheduled date and prepayment refunds and penalties.

[1] (e) means an estimate.

ITEMIZATION OF AMOUNT FINANCED

Amount paid directly to you	**+ $0.00**
Amount paid to your account	**+ $18,127,131.88**
Amounts paid to others on your behalf	**0**
Prepaid Finance Charges	**+ $0.00**
Total	**= $18,127,131.88**

Lender:

CHAINFI, INC
595 Broadway,
New York, NY 10012

Borrower:

US Digital Mining & Hosting Co
1200 West Platt Street Suite 100
Tampa, FL, 33606, US

Original LTV:

92.54%

Loan and Security Agreement

This Loan and Security Agreement (this "**Agreement**") is made and entered into as of the date set forth above, by and between **ChainFi, Inc**, its successors and assigns, and any other holder of the loan (the "**Loan**" as defined below), with its principal place of business located at **595 Broadway, 4th Floor, New York, NY 10012** ("**Lender**"), and the **Borrower** ("**Borrower**" or "**you**") indicated above.

Important Arbitration Notice

THIS AGREEMENT INCLUDES AN ARBITRATION AGREEMENT IN SECTION 19. ARBITRATION IS A METHOD OF RESOLVING DISPUTES. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION AGREEMENT, IT WILL AFFECT YOUR RIGHTS IN THE EVENT OF A DISPUTE.

1. Agreement to Pay

You acknowledge that your Loan proceeds may only be disbursed in U.S. fiat currency or USDC. You agree to pay Lender the **Total Loan Amount**, plus interest, Collection Costs, Liquidation Fees, and any other fees, charges, and costs as provided in this Agreement.

2. Application and Loan Acceptance

1. **Effect of Application**: By completing and submitting your Application, you are requesting credit from Lender based on the terms of this Agreement and in an amount equal to all or part of the Loan Amount Requested. Lender is not obligated to grant credit upon receipt of your Application and may lend an amount less than requested.

2. **Disbursement**: If Lender approves your credit request, Loan funds will be disbursed electronically.

3. **Governing Documents**: This Agreement and any **Related Documents** will apply to the Loan, including any grant, renewal, or extension. If any information in the Disclosure Statement conflicts with this Agreement, the **Disclosure Statement** will govern.

4. **Electronic Agreement**: You will sign this Agreement and provide all Related Documents electronically. Your contractual obligation begins upon disbursement of your Loan proceeds. You agree this Agreement is a "transferable record" as defined by applicable electronic transaction laws, and may be created, authenticated, stored, transmitted, and transferred accordingly.

3. Definitions

- **"ACH"**: Automated Clearing House Network.
- **"Agreement"**: This Loan and Security Agreement, including your Application and the Disclosure Statement.
- **"Application"**: The form completed on the Lender Website that you complete to request and agree to repay your Loan.
- **"APR"**: Annual Percentage Rate.
- **"Bankruptcy Code"**: the United States Bankruptcy Code (11 U.S.C. § 101, et seq.), as amended, and any successor statute.
- **"Business Days"**: Monday through Friday, excluding Federal holidays.
- **"Collateral"**: Any Digital Asset or Investment Property pledged as collateral for your Loan, as required by Lender.
- **"Collateral Market Value"**: The market value of your Collateral in the Depository Account at the time of reference.
- **"Collection Costs"**: All amounts, including reasonable attorney's fees, collection agency, court, and other collection costs Lender incurs in collecting or enforcing the Loan.
- **"Depository"**: BitGo Bank & Trust, N.A., Anchorage Digital, or any other institution Lender designates for storing Collateral.
- **"Depository Account"**: Lender's Digital Asset depository account used to store Collateral at the Depository or any other institution Lender designates.
- **"Digital Asset"**: Any Digital Currency Lender permits as Collateral or that is managed, generated, stored, or exchanged on digital computer systems.
- **"Digital Currency"**: Any currency managed, generated, stored, or exchanged on digital computer systems.
- **"Disbursement Date"**: The date Lender disburses your Loan proceeds.
- **"Disclosure Statement"**: The disclosure statement required by the federal Truth in Lending Act provided to you in connection with your Loan.
- **"EST"**: Eastern Standard Time.
- **"FATF"**: The Financial Action Task Force.
- **"Investment Property"**: Has the meaning assigned to it under the UCC.
- **"Lender Website"**: The Lender Website available at https://archlending.com.
- **"Loan"**: All sums disbursed, amounts added to the principal balance, interest, and other amounts due under this Agreement.
- **"Loan Amount Requested"**: The dollar amount of your Loan requested in your Application.

- **"LTV"**: Loan-to-Value, calculated as the outstanding Loan balance divided by the Collateral Market Value, multiplied by one hundred percent (100%). For example, a ten thousand dollars ($10,000) outstanding balance with twenty thousand dollars ($20,000) Collateral Market Value results in a fifty percent (50%) LTV (($10,000/$20,000) *100%).
- **"OFAC"**: The Office of Foreign Assets Control of the U.S. Department of the Treasury.
- **"Original LTV"**: The LTV indicated at the beginning of this Agreement.
- **"Related Document"**: Any agreement, certificate, instrument, guaranty, authorization, or other document, other than this Agreement, executed to further or effectuate purposes set forth in this Agreement, as such may be amended, restated, supplemented or otherwise modified from time to time, including UCC-1 financing statements naming you as debtor and Lender as the secured party, or any other security agreement relating to your Collateral, memorializing the terms and conditions pursuant to which Lender is willing to provide your Loan.
- **"Repayment Period"**: The period from the Disbursement Date for the number of scheduled payments in the Disclosure Statement.
- **"Total Loan Amount"**: The total principal amount of your Loan identified in the Disclosure Statement.
- **"TCPA"**: Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227, et seq.).
- **"Trigger Event"**: Your failure to maintain the LTV below 100% for Digital Asset.
- **"UCC"**: The Delaware Uniform Commercial Code, Del. C. Tit. 6., Subtit. I.
- **"USDC"**: USD Coin, a Digital Asset redeemable one-to-one for U.S. dollars.

4. Interest Accrual

Interest will begin to accrue from the **Disbursement Date** at the rate stated in the Disclosure Statement, on the outstanding principal balance. Interest is calculated daily on a simple interest basis, using a 360-day calendar year (monthly interest rate = annual interest rate * 30/360).

5. Terms of Repayment

1. **Loan Term**: The Loan duration is 1 months from the Disbursement Date; provided, the duration of the loan shall extend automatically for an additional 1-month period at the end of each such period unless you or Lender provides fifteen (15) days' prior written notice to the other party electing not to further extend the duration.
2. **Interest Rate**: Interest will accrue at an annual rate of 2.00% during the Repayment Period until the Total Loan Amount is paid in full.

3. **Payment Methods**: You may make payments using:

    - **AutoPay**: You may authorize Lender to automatically debit your designated bank account monthly via preauthorized electronic fund transfers ("EFT"). You may establish, view, change, or cancel AutoPay on the Lender Website. If you elect to engage in EFT by ACH transfer, you further agree to complete the Consumer ACH Authorization and Agreement in **EXHIBIT A** below, in addition to any other documents as may be reasonably requested by Lender to effectuate and/or authorize such EFT. Lender may resubmit debits returned for insufficient funds, subject to NACHA - The Electronic Payment Association's EFT rules or applicable law. Changes or cancellations must be made at least three (3) Business Days prior to the due date.

    - **One-Time Electronic Payment**: Authorize a one-time electronic payment in fiat currency on the Lender Website. Schedule at least three (3) Business Days prior to the due date.

    - **One-Time USDC Payment**: Authorize a one-time payment via USDC on the Lender Website.

    - **Interest Reserve**: You may authorize Lender to (i) establish an interest reserve from the Loan proceeds in an amount equal to the interest that will accrue during the term of the Loan, and (ii) debit such interest reserve monthly in an amount equal to the accrued interest. You may not change or cancel payments to be made from the interest reserve. If the Loan is pre-paid, any amounts that remain in the interest reserve following repayment in full of all obligations will be returned to you.

    - **Other Methods**: Lender may offer additional payment methods at its sole discretion.

4. **Repayment Period; Payments; Late Payment**:

    - The Repayment Period starts on the Disbursement Date and continues as specified in the Disclosure Statement. If the Disbursement Date is the 29th, 30th, or 31st of a month, and a subsequent month lacks that day, the due date will be the last day of that month. During the Repayment Period, you will be able to see the Total Loan Amount, remaining principal balance, if applicable, and the monthly interest amount that is due on the Lender Website.

- **Amortized Loans**: You will make monthly principal and interest payments and a final lump-sum "balloon" payment of the principal balance at the end of the Repayment Period, plus any other charges owed. Payments begin thirty (30) days after the Disbursement Date and continue on the same day of each successive month. The first payment and total interest may vary based on the actual funding date or payment due date changes.

- **Interest-Only Loans**: You will make monthly payments of accrued interest only during the Repayment Period and a final lump-sum "balloon" payment of the outstanding principal, plus any other charges owed at the end of the Repayment Period. Payments begin thirty (30) days after the Disbursement Date and continue on the same day of each successive month. The first payment and total interest may vary based on the actual funding date or payment due date changes.
- **Deferred Interest Loan**: You will pay all accrued monthly interest, the principal balance plus any other charges owed at the end of the Repayment Period in a final lump-sum "balloon" payment. If you elect to prepay your Deferred Interest Loan in full in accordance with Section 10, then the prepayment amount shall include all accrued but unpaid interest on your Loan.

- Monthly interest amounts are calculated based on the principal and Repayment Period. Partial principal prepayments will recalculate interest and balloon payments based on the original duration.

5. **Application of Payments**: Unless prohibited by law, payments will be applied first to any unpaid monthly payments, Late Payment Fees, or unpaid fees, then to the monthly interest payment, and any excess will be applied to the principal balance.

6. **Late Payment Fee**: If any part of a monthly payment is unpaid for 5 days after the due date, Lender will charge a late payment fee, which will be the greater of (1) 1% of the total amount due (interest, principal, prior unpaid amounts, and fees) or (2) $10.00.

7. **Late Payments - Liquidation**: If any part of a monthly payment remains unpaid for more than 20 days after the due date (or longer as required by law), Lender may liquidate a portion of your Collateral equal to the monthly payment plus any Late Payment Fee and Liquidation Fee.

8. **Payment Failure Fee**: Lender may charge a fifteen dollars ($15) "Payment Failure Fee" if any attempted payment is not collected (*e.g.*, due to insufficient funds). Only one Payment Failure Fee will be assessed per dishonored payment, and it will be added to the balance due on the next payment date.

9. **Balloon Payment - Liquidation**: If the principal Loan payment and the payment of all accrued interest is not made within 20 days of the end of the Repayment Period, Lender may liquidate your Collateral and retain the proceeds to cover the outstanding principal, accrued interest, and any other amounts owed.

10. **Time Zones**: All dates and times are based on the EST time zone.

11. **Internal Records**: Lender's internal records will serve as conclusive evidence of the outstanding principal balance, interest, fees, and charges, absent clear error.

6. Conditions to Lender's Obligations

Lender's obligation to advance funds is subject to the satisfaction of all conditions in this Agreement and Related Documents, including:

1. **Related Documents**: Electronic execution of all Related Documents acceptable to Lender.
2. **Representations and Warranties**: All representations and warranties in this Agreement and Related Documents being true and correct in all material respects (or as of a specific date if indicated).
3. **No Event of Default**: No Event of Default existing at the time of or after any Loan advance.
4. **Collateral Transfer**: Transfer of Collateral into Lender's digital asset depository account at the Depository. You agree that holding Collateral through the Depository constitutes reasonable care.
5. **Priority**: Lender having actual or constructive possession of the Collateral and a first priority security interest in it.

Notwithstanding the above, failure to meet any of these conditions will not provide a basis for you to contest the enforceability of the Loan.

7. Determination of Market Value

For all purposes, Collateral Market Value will be the number of Collateral units multiplied by the last trade price (as determined by Lender in its sole discretion from sources like CoinMarketCap or any other pricing source Lender chooses), at the time of reference, for each unit in the Depository Account. Lender may, at its sole discretion, disregard or account for the value of new Digital Assets or Investment Property created from forking, stock splits, or similar events after this Agreement's date.

8. Collateral

1. **Initial Deposit of Digital Asset Collateral**: For any Digital Asset required as Collateral, you have 24 hours after submitting the Application to transfer it into the Depository Account. Failure to do so will automatically terminate this Agreement. You will promptly execute and deliver all necessary instruments and documents, and take all further action, that may be necessary or desirable in Lender's sole discretion, within the time prescribed by Lender, to perfect and protect Lender's security interest in the Collateral (including for the Lender to obtain control of your Investment Property pledged to secure the Loan).

2. **Location of Depository Account; Use of Collateral**: Lender may change the Depository Account location without notice. You are not permitted to withdraw, pledge, or access pledged Digital Asset until your Loan is paid in full.

3. **Additional Collateral and Liquidation**:

    - If your Collateral's value decreases between Agreement entry and deposit into the Depository Account, you may be required to deposit additional Collateral as instructed by Lender.

    - Upon notice of a **Trigger Event**, you will promptly (within 24 hours) deposit additional Collateral or pay down the principal balance to bring the LTV below 100%.

    - Failure to meet this requirement within 24 hours may result in Lender liquidating your Collateral to (1) bring the LTV below 100% and apply proceeds to the principal and fees, or (2) fully pay off the outstanding principal and fees.
    - If the LTV is equal to or greater than 100% at any time, Lender may immediately liquidate your Collateral and retain the proceeds to cover the outstanding principal, accrued interest, and any other amounts owed.

4. **Liquidation of Collateral in Event of ACH Chargeback or Payment Reversal**: If an ACH payment related to this Agreement or any other account with Lender is charged back or reversed, whether or not the chargeback or reversal is made at your request, Lender may liquidate your Collateral in the amount of the chargeback or reversed payment.

5. **Withdrawal of Excess Collateral**: Borrower may request a partial return of Collateral in the event that the Borrower's Loan LTV has dropped below 70%. In this instance, Borrower can request a partial return of collateral to bring the Borrower's Loan LTV back to 95%.

6. **Liquidation Fee**: Any Collateral liquidated by Lender is subject to a 2.5% processing fee on the liquidated amount. Lender may liquidate additional Collateral to cover this fee.

7. **Collateral Usage**: The Collateral provided by the Borrower will not be rehypothecated or further used, unless the Borrower is in default of the Loan.

9. Lender's Security Interest in Your Collateral

You agree to the following regarding Lender's security interest:

1. **Pledge and Grant**: You pledge, assign, transfer, and deliver to Lender, and grant Lender a continuing and unconditional first priority security interest in all your present and future rights, title, and interest in your Collateral, including:

    - Any Digital Asset associated with your Collateral resulting from a fork or other event (whether or not held in the Depository Account).
    - All rights to receive delivery of or withdraw such Digital Asset from the Depository.
    - All rights against the Depository related to the Depository Account, Digital Asset, and its proceeds.
    - All proceeds of the foregoing.

2. **Validity and Priority**: You agree this security interest is valid and constitutes a first priority security interest in your Collateral, and will remain so for later-acquired Collateral.

3. **Lender's Rights**: You agree Lender has the rights stated in this Agreement with respect to your Collateral, in addition to all other rights Lender may have by law.

4. **Authorization to File**: You authorize Lender, at your expense, to file financing statements and amendments in any jurisdiction that: (i) name your Collateral as collateral thereunder, regardless of whether any particular Collateral falls within the scope of the UCC; (ii) contain any other information required by the UCC for sufficiency of filing office acceptance, including organization

identification numbers; and (iii) contain such language as Lender determines helpful in protecting or preserving rights against third parties. You ratify any such filings made prior to this Agreement.

5. **Full Recourse Obligations**: You acknowledge and agree your obligations under this Agreement are full recourse obligations, and you remain personally liable for full payment of all indebtedness and performance of all obligations under this Agreement.

6. **Security Scope**: All liens, security interests, assignments, rights, and remedies granted to Lender in this Agreement and any Related Documents secure all your obligations, debts, fees, and liabilities (plus interest) to Lender and its affiliates, whether existing now or later, related or unrelated to this Agreement, voluntary or otherwise, due or not due, direct or indirect, absolute or contingent, individual or joint, and irrespective of any statute of limitations or unenforceability.

7. **Possession and Priority**: Lender will have actual or constructive possession of the Collateral and a first priority security interest in it.

8. **Survival of Security Interest**: Lender's security interest in your Collateral remains in effect as long as any indebtedness or amounts remain outstanding. This security interest is in addition to and without prejudice to any other security interests held by Lender. No security interests held by Lender will be exclusive of or dependent upon or merge in any other security interests and Lender may exercise its rights under such security interests independently or in combination.

9. **Further Actions**: You will, at Lender's request, authenticate, execute, and deliver financing statements, documents, and other agreements and instruments (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by Lender) and take any other actions or cause third parties to take other actions as Lender, in its sole discretion, deems necessary to establish and maintain a valid, attached, and perfected security interest in your Collateral in favor of Lender (free of all other liens, claims, encumbrances, and third-party rights whether voluntarily or involuntarily created) to secure Loan payment and facilitate liquidation or collection of your Collateral.

10. **Attorney-in-Fact**: You irrevocably appoint Lender (and its designees) as your true and lawful attorney and agent-in-fact to execute and file financing statements, documents, and other agreements and instruments and perform other necessary acts to preserve and perfect Lender's security interest in your Collateral. This appointment is coupled with an interest and is irrevocable until your Loan is repaid in full.

11. **Waiver of Notices and Defenses**: To the extent permitted by law, you waive demand, notice, protest, notice of acceptance of this Agreement, Collateral received or delivered, and all other demands and notices. All rights of Lender and liens/security interests, and your indebtedness hereunder, will be absolute and unconditional irrespective of:

    - Any illegality or lack of validity or enforceability of any indebtedness or related agreement.
    - Any change in payment terms, termination, amendment, or modification of this Agreement, including increased indebtedness from additional credit.
    - Any taking, exchange, substitution, release, impairment, or non-perfection of Collateral or other collateral, or modification of any guaranty.
    - Any manner of sale, disposition, or application of proceeds of Collateral or other collateral or other assets to all or part of the indebtedness.
    - Any default, failure, or delay in payment.

- Any defense, set-off, or counterclaim (other than payment or performance) available to you against Lender.
- Any other circumstance (including, without limitation, any statute of limitations) or manner of administering Loan or any existence of or reliance on any representation by Lender that might vary your risk or otherwise operate as a defense available to, or a legal or equitable discharge of, me or any guarantor or surety.

10. Right to Prepay

You have the right to prepay all or any part of the principal amount of your Loan at any time without penalty. If you prepay the principal of the loan partially, then such prepayment amount shall be applied to the monthly payments (if any) in reverse chronological order.

11. Collection Costs

You agree to pay Lender's Collection Costs, unless prohibited by applicable law. Collection Costs may include fees and costs incurred in appellate or bankruptcy proceedings, to the extent permitted by law.

12. Default

1. **Events of Default**: Unless prohibited by applicable law, you will be in default if:

    - You fail to make any payment within20 days of its due date and your Collateral value is insufficient to cover it.
    - You become the subject of the Bankruptcy Code proceedings or assign assets for creditor benefit.
    - Foreclosure or forfeiture proceedings are commenced by any creditor or governmental agency against your Collateral, unless there's a good faith dispute, you notify Lender, and provide money or a surety bond for the dispute (as determined by Lender).
    - You fail to comply with any other obligations under this Agreement or any Related Document.
    - A Trigger Event occurs and continues, and you fail to deposit additional Collateral as required.
    - A material adverse change occurs in your financial condition, or your ability to repay the Loan or perform under this Agreement is impaired.
    - You make any false, misleading, or materially incomplete statement in your Loan application or to Lender during the Repayment Period.
    - You die or are declared legally incompetent or incapacitated.
    - A change or material development in applicable law (including case law) or regulation makes your Loan unlawful.
    - There is a general suspension in buying, selling, or owning Digital Asset by U.S. federal authorities, or a suspension on at least three (3) major exchanges lasting at least five (5) days.

2. **Notice and Consequences of Default**: You agree to promptly notify Lender in writing (no later than two (2) days) upon any event of default. If a default occurs, Lender has the right to notify you that the entire outstanding principal balance, accrued interest, and all other amounts payable are immediately due and payable (subject to any right to cure), and Lender may take immediate and exclusive possession of and liquidate your Collateral.

3. **Application of Liquidation Proceeds**: Proceeds from Collateral liquidation will be distributed in the following order:

    - (a) To Lender for reasonable costs, fees, or expenses incurred in connection with the sale or disposition of Collateral (including liquidation, legal, accounting, or other fees).

    - (b) To Lender for any outstanding and unpaid indebtedness and amounts due under this Agreement and Related Documents.

    - (c) Any remaining surplus to you, in accordance with the UCC or as directed by a court of competent jurisdiction.

4. **Interest and Acceleration Upon Default**: If you are in default, Lender may add all accrued and unpaid interest and other amounts to your Loan balance, accelerate your Loan, and require immediate payment of your entire outstanding balance.

5. **Right of Set-off**: If any event of default occurs and continues, Lender is authorized at any time, unless prohibited by applicable law and without prior notice (which you expressly waive), to set off, liquidate, appropriate, and apply any and all collateral and deposits (general or special, time or demand, provisional or final, in whatever currency or Digital Asset, including your Collateral) held by Lender against any and all of your obligations under this Agreement, any Related Document, or any contract to Lender or its affiliates, whether direct or indirect, absolute or contingent, matured or unmatured, regardless of demand or whether obligations are owed to a different affiliate. Lender's and its affiliates' rights under this paragraph are in addition to other rights and remedies (including other rights of set-off). Lender will notify you after such set-off, liquidation, appropriation, and application. This provision survives expiration or termination of this Agreement.

13. Notices

1. **Borrower's Notice to Lender**: You will send written notice to Lender within ten (10) days after any change in your name, address, e-mail address, telephone number, principal place of business, or state of organization. Send such notice to: support@archlending.com, or any future address or electronic method Lender provides.

2. **Lender's Notice to Borrower**: Any notice required from Lender to you will be effective when mailed by first-class mail to your latest address on file, or when transmitted by electronic communication to your latest email address on file.

14. Optional Rollover

1. If you have elected to establish an interest reserve account for your Loan, then Borrower may, at its option, request a Loan that includes (i) an interest reserve described in Section 5.3, and (ii) an option to extend the term of the Loan at maturity for an additional 1-year term ("**Optional Rollover**"). The Loan, as extended, shall be subject to the same terms and conditions as outlined in this Agreement; provided, however, that the Lender reserves the right to modify the following terms for the duration of the extension: Origination Fee, Interest Rate, any LTV ratios, Trigger Event thresholds, Liquidation Event thresholds, Liquidation Fee, and Late Payment Fee. The principal amount of the Loan will, at the time of such extension, be increased in an amount equal to the dollars required to fund the interest reserve for the new term. The extension of such Loans will occur automatically subject to the conditions set forth in Section 14.2 below, unless the Borrower provides notice to Lender least three (3) Business Days prior to the then existing maturity date via email at support@archlending.com.

2. Notwithstanding the foregoing, Borrower acknowledges and agrees that an Optional Rollover shall not occur if the LTV of the new Loan (as increased to include amounts borrowed for the interest reserve) exceeds 100%. In this scenario, Borrower will need to either (i) deposit additional Collateral to bring the LTV below 100% or (ii) decrease the Loan amount.

15. Termination

This Agreement and the security interests created by it will automatically terminate upon full payment of all indebtedness and performance of all obligations hereunder. At such time (and except as required by applicable law), Lender's sole obligations will be to (i) direct the Depository to transfer remaining Collateral in the Depository Account to a wallet address provided by you to Lender, and (ii) authorize you to terminate any UCC financing statements filed by Lender against you with respect to the Collateral.

16. Additional Agreements

1. **Governing Law**:
   - **EXCEPT FOR THE ARBITRATION PROVISION (SECTION 18)**, WHICH IS

GOVERNED BY FEDERAL LAW, THIS AGREEMENT IS GOVERNED BY THE LAWS OF **NEW YORK STATE** WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS.

- YOUR AGREEMENT TO THE APPLICABLE STATE LAW AND VENUE IS A MATERIAL FACTOR IN LENDER'S WILLINGNESS TO ENTER THIS AGREEMENT.
- **Venue**: Any suit, action, or proceeding arising under this Agreement, if Lender elects, will be instituted in any court sitting in **New York County, New York**.
- You agree the Acceptable Forums are convenient, submit to their jurisdiction, and waive all objections to jurisdiction or venue. If a proceeding is initiated elsewhere, you waive the right to oppose any motion by Lender to transfer it to an Acceptable Forum.
- To the extent permitted by law, you irrevocably and unconditionally waive any right to a trial by jury in any legal proceeding directly or indirectly arising out of this Agreement or Related Documents.

2. **Updating Information**: You agree to update your Application information whenever Lender asks.

3. **Lender's Rights and Waivers**: Your responsibility for paying your Loan is unaffected by Lender's failure to notify you of unpaid payments. Lender's rights are cumulative and will not be construed as exclusive of each other unless required by law. Lender may delay, fail to exercise, or waive any rights without losing the right to exercise them later. Lender is not obligated to demand, notice, or protest non-payment before suing to collect if you are in default, and unless prohibited by law, you waive any right to require such actions. Lender may accept late or partial payments without losing rights.

4. **Waiver by Lender**: Lender will not be deemed to have waived any rights unless such waiver is in writing and signed by Lender. No delay or omission in exercising rights constitutes a waiver. A waiver of one provision does not prejudice or waive strict compliance with that or other provisions. Prior waivers or courses of dealing do not constitute a waiver for future transactions. Lender's consent, if required, is not continuing and may be granted or withheld at its sole discretion.

5. **TCPA Consent**: Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from Lender, its agents, representatives, affiliates or anyone calling on its behalf, you expressly consent to be contacted by Lender, its agents, representatives, affiliates, or anyone calling on its behalf for any Loan-related purposes, at any telephone number, or physical or email address you provide or at which you may be reached. This includes SMS messages (text messages), calls using prerecorded messages or artificial voice, and calls and messages using automatic telephone dialing systems (auto-dialers) or automatic texting systems, even if you incur costs. Telephone numbers you provide include those you give to Lender, those from which you or others contact Lender with regard to your account, or which Lender obtains through other means (such as skip-trace or caller ID capture). Agents may leave messages on answering machines, voicemail, or via text. You certify the provided telephone numbers are yours and you are permitted to receive calls at them. You agree to promptly alert Lender if you stop using a number. You also consent to Lender communicating with employment and personal references listed in your Application.
6. **Call Recording**: You agree that Lender and its agents, representatives, affiliates, or anyone calling on its behalf may contact you on a recorded line.

7. **Assignment**: You may not assign this Agreement or its benefits or obligations. Lender may assign

this Agreement, including your Application, at any time. The terms bind and benefit Lender's successors and assigns.

8. **Severability**: If any provision of this Agreement is held invalid or unenforceable, that provision will be considered omitted without affecting the validity or enforceability of the remainder.

9. **Modification**: This Agreement may only be modified if jointly agreed upon in writing by Lender and you.

10. **Error Correction**: All parties agree to fully cooperate and adjust typographical, computer, calculation, or clerical errors in any Loan documents, including this Agreement and Disclosure Statement. You will be notified and receive a corrected copy of the changed document.

11. **Withholding Taxes**: Your obligation to make required payments is not affected by any withholding taxes under foreign law. You agree to make all required payments regardless of such laws.

12. **Statements Not Received**: Your failure to receive a statement (electronic or mail) does not relieve you of your obligation to make required Loan payments.

13. **Limits on Interest, Fees, Charges or Costs**: If any interest, fees, charges, or costs exceed permitted limits under applicable law, they will be reduced to comply with limits, and any excess collected sums will be refunded. Lender may reduce amounts you owe under this Agreement to make the refund.

14. **Electronic Signature**: If you sign this Agreement electronically: (a) Lender agrees to keep an electronic record and provide a printed copy upon request; (b) You agree to download and print a copy for your records. Your electronic or facsimile signature is as valid as a handwritten signature.

15. **Entire Agreement; Integration**: This Agreement and the other Related Documents constitute the entire agreement between you and Lender regarding the Loan, superseding all previous oral or written agreements. Each Related Document, exhibit, schedule, or similar addition is incorporated by reference.

16. **Not Negotiable**: This Agreement is not a promissory note or other "instrument" (as defined in UCC Article 9). Delivery or possession of this Agreement does not transfer any interest in Lender's rights under this Agreement or create or affect priority of any interest in Lender's rights under this Agreement over any other interest in Lenders' rights in this Agreement.

17. **USA PATRIOT ACT Notice**: Lender notifies you that it may be required to obtain, verify, and record identifying information about you, including your name and address, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act").

18. **Bankruptcy**: The rights and priorities in this Agreement remain binding irrespective of any reorganization plan under the Bankruptcy Code or other federal/state bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with your creditors, or proceedings seeking reorganization, arrangement, or

other similar relief, and all converted or succeeding cases in respect thereof or other provisions of the Bankruptcy Code or any similar federal or state statute.

19. **Military Lending Act**: The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply to Covered Borrowers. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and their dependents may not exceed an annual percentage rate of thirty-six percent (36%). This rate must include, as applicable to the credit transaction or account: (a) the costs associated with credit insurance premiums; (b) fees for ancillary products sold in connection with the credit transaction; (c) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (d) any participation fee charged (other than certain participation fees for a credit card account). Before signing this Agreement, in order to hear important disclosures and payment information about this Agreement, you may call 201-690-7206.

17.Certifications, Representations, Warranties, and Covenants of Borrower

1. **Certification**: You certify under penalty of perjury that the information in your Application is true, complete, and correct to your best knowledge and belief, and made in good faith.

2. **Representations, Warranties, and Covenants**: You represent, warrant, and covenant the following:

    a. You are the sole, legal, and equitable owner of your Collateral, and no other security agreement or instrument covering it exists, except for the security interest granted to Lender.

    b. You have rights in or power to transfer your Collateral, and your title is free and clear of liens, adverse claims, and restrictions, other than those created by this Agreement and Related Documents.

    c. No actions, suits, litigation, or proceedings, at law or in equity, are pending against you before any court, administrative agency, or arbitrator.

    d. You are, and will remain, in compliance with all applicable federal and state laws, regulations, and ordinances.

    e. You will not sell, dispose, or transfer your Collateral or any interest in it without Lender's prior written consent.

    f. You will not create or allow any other security interest or lien on your Collateral, other than those created by this Agreement and Related Documents.

    g. You will promptly pay all taxes and assessments due on your Collateral.

    h. You will use your Loan proceeds only for lawful personal, family, or household purposes. You are not engaged in the business of extending credit for purchasing or carrying margin stock, and no Loan proceeds will be used for that purpose.

i. You are not subject to any legal restriction on your ability to incur debt or render obligations unenforceable.

j. You have not violated anti-terrorism laws or engaged in transactions concealing the identity, source, or destination of proceeds from prohibited offenses designated by FATF.

k. You are not publicly identified on the OFAC "Specially Designated Nationals and Blocked Persons" list or reside in a country/territory subject to OFAC sanctions or embargo programs.

l. You are not publicly identified as prohibited from doing business with the U.S. under the International Emergency Economic Powers Act, Trading With the Enemy Act, or any other law.

m. You do not conduct business or contribute goods, services, or money to or for the benefit of any person described in clauses (j), (k), or (l).

n. You do not deal in or engage in transactions related to blocked property pursuant to any anti-terrorism law.

o. You do not engage in or conspire to engage in transactions that evade, avoid, or attempt to violate anti-terrorism law prohibitions.

p. You are not, and are not required to be, registered as an "investment company" under the Investment Company Act of 1940, as amended.

q. You are not subject to regulation under any law that limits your ability to incur debt or render all or any portion of the obligations under this Agreement unenforceable.

3. **Survival of Representations**: Each representation, warranty, and covenant is made as of the date of this Agreement and any renewal, extension, or modification of your Loan. Lender relies on these statements. They survive the execution of this Agreement and Loan funding, are continuing, and remain in full force until all obligations are satisfied or this Agreement is terminated. All representations, warranties, covenants, and agreements bind your successors and assigns and benefit Lender and its successors and assigns.

18. Authorizations of Borrower

1. **General Authorization**: You authorize Lender or its agents to: (a) respond to inquiries from prior or subsequent lenders/servicers regarding your Loan and related documents; and (b) release information and make inquiries to employers and references listed in your Application. This authorization applies to your Loan, future loans, renewals, extensions, hardship forbearance requests, and any review or collection of your Loan. A consumer credit report may be requested or used for renewals, extensions, reviewing, collecting, or other legitimate purposes. If you live in a

community property state, you authorize Lender to gather credit-related information about your spouse. Upon request, Lender will inform you if a credit report was ordered and provide the agency's name and address.

2. **Social Security Number Verification**: You authorize Lender and its agents to verify your social security number with the Social Security Administration and disclose your correct number if the record is incorrect.

19. Arbitration Agreement

TO THE EXTENT PERMITTED UNDER FEDERAL LAW, LENDER AND YOU AGREE THAT EITHER PARTY MAY ELECT TO ARBITRATE AND REQUIRE THE OTHER PARTY TO ARBITRATE ANY CLAIM UNDER THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE PART OF THIS AGREEMENT. THIS ARBITRATION AGREEMENT DOES NOT APPLY IF YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THIS ARBITRATION AGREEMENT DOES NOT APPLY TO ME, YOU MAY CONTACT LENDER AT support@archlending.com.

1. **SCOPE OF ARBITRATION**: **PLEASE READ CAREFULLY. Except as expressly provided below, any claim, dispute, or controversy arising out of or related to (a) your Loan, your Application, this Agreement (including any dispute over its validity, enforceability, arbitrability, or scope), your acceptance of the Loan, or the Disclosure Statement; (b) any relationship or activities related to your Loan; (c) disclosures provided or required to be provided in connection with your Loan including the Disclosure Statement; (d) underwriting, servicing, or collection of your Loan; (e) any insurance or service related to your Loan; (f) any other agreement related to your Loan or service; or (g) breach of this Agreement or any other such agreement, whether based on statute, contract, tort, or any other legal theory (collectively, any "Claim"), will, at your or Lender's election, be submitted to and resolved on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"), 9**
   U.S.C. §§ 1 et seq., before the American Arbitration Association ("AAA Rules") under its Consumer Arbitration Rules in effect at the time the arbitration is brought, or before any other party Lender and you agree to in writing (provided such party does not have a policy inconsistent with this Arbitration Agreement). The AAA Rules are available at www.adr.org. If the AAA cannot serve, and you and the Borrower cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator.

2. **DEFINITIONS FOR ARBITRATION SECTION**: For this section, "Lender" includes Lender, any subsequent holder of your Loan, and all of Lender's officers, directors, employees, affiliates, subsidiaries, and parents, and any co-defendant named with Lender (e.g., loan servicers, debt collectors). "Claim" has the broadest possible meaning, including initial claims, counterclaims, cross-claims, third-party claims, and disputes based on contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity (including injunctive or declaratory relief). However, "Claim" does not include any individual action brought by you in small claims court or its state equivalent, unless transferred, removed, or appealed to a different court.
3. **RIGHT TO REJECT**: You may reject this Arbitration Agreement by sending a signed rejection notice to support@archlending.com within sixty (60) days after the Disbursement Date. The rejection notice must include your name, address, e-mail address, telephone number, and Loan or

account number.

4. **IMPORTANT DISCLOSURE AND JURY TRIAL WAIVER**: IF EITHER LENDER OR YOU CHOOSE ARBITRATION, **NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL**, TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THIS ARBITRATION AGREEMENT OR THE ARBITRATOR'S AWARD). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT FOR ANY APPEAL RIGHT UNDER THE FAA. OTHER RIGHTS THAT LENDER OR YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

5. **CLASS ACTION WAIVER**: **IF EITHER LENDER OR YOU ELECT TO ARBITRATE A CLAIM, NEITHER LENDER NOR YOU WILL HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS**

REPRESENTATIVE OR CLASS MEMBER. Unless both parties agree otherwise in writing, the arbitrator may not join or consolidate Claims with claims of any other persons. No arbitrator will have authority to conduct any arbitration in violation of this provision. If this Class Action Waiver is found invalid or unenforceable in a proceeding involving Lender and you, only this sentence will remain in force and the rest of this Arbitration Agreement will be null and void, subject to appeal, provided that the determination concerning the Class Action Waiver will be subject to appeal.

6. **PROCEDURES**: If you reside in the United States, any arbitration hearing will take place within your federal judicial district. If you reside outside the United States, any arbitration hearing will take place in New York, NY. Arbitration may also take place virtually or telephonically as permitted by AAA Rules. Each party will bear its own attorneys, experts, and witnesses' expenses, regardless of which party prevails, unless applicable law or this Agreement allows recovery. If your Claim is ten thousand dollars ($10,000) or less, you may choose whether arbitration is conducted solely on documents, telephonically, or in-person per AAA Rules. If your Claim exceeds ten thousand dollars ($10,000), hearing rights are determined by AAA Rules. Arbitrator and administrative fees/expenses will be paid as per AAA Rules, specific ruling, or party agreement. The arbitrator may award all remedies permitted by substantive law (compensatory, statutory, punitive damages, attorney's fees, and costs, subject to constitutional limits), and declaratory or injunctive relief only for the individual party seeking relief, and only to the extent necessary to provide relief warranted in that party's individual claim. Upon timely request of either party, the arbitrator will provide a brief explanation of the award. Any court with jurisdiction may enter judgment upon the arbitrator's award. If a claim or defense is frivolous or intended to oppress the other party, the arbitrator may award sanctions (fees and expenses incurred by the other party, including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees) to the extent permissible under Rule 11 of the Federal Rules of Civil Procedure.

7. **GOVERNING LAW FOR ARBITRATION**: This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and will be governed by the FAA, not by any state law

concerning arbitration. For questions related to the AAA, you may contact: American Arbitration Association, 1633 Broadway 10th Floor, New York, N.Y. 10019, 212-716-5800, www.adr.org.

8. **SURVIVAL, SEVERABILITY**: This Arbitration Agreement will survive full Loan payment, Lender's sale or transfer of your Loan, any bankruptcy or insolvency, forbearance or modification, and any cancellation or request for cancellation of this Agreement or disbursements. Except for the Class Action Waiver, if any part of this Arbitration Agreement is found invalid or unenforceable by a decision of a tribunal of competent jurisdiction, that specific part will be severed and of no force or effect, but the remainder will continue in full force.

20. Additional Disclosures

The following disclosures may be required by federal or state law and may not describe all your rights. Unless indicated otherwise, each disclosure applies if you lived in the specified state on the date you signed your Loan application or this Agreement and are a resident of that state.

Alabama Residents:

- **Interest Rate on Loans Above $2,000**: Your Loan is more than $2,000 and Alabama does not limit the interest rate we may offer you on your Loan.
- **Account Maintenance Fees**: Alabama law allows us to charge a maximum of $3 per month in account maintenance fees, however we do not charge you an account maintenance fee.
- **Late Payment Fee**: If a monthly payment is unpaid for ten (10) days or more after the due date, Lender will charge a late payment fee, which will be either eighteen dollars ($18) or five percent (5%) of the unpaid amount of the payment, whichever is more. This payment will not be more than one hundred dollars ($100). The Late Payment fee will be collected only once for any missed payment.
- **Prepayments and Rebates**: If you choose to prepay your loan, Lender will give you a rebate. This rebate will be a part of the original fee, calculated based on the difference between the date you pay Lender back and your original Maturity Date.
- **Balloon Payment Right**: If any payment is more than one and one-half (1.5) times as large as the average of your prior regularly scheduled payments, you have the right to refinance that payment with Lender based on the terms of the original Loan.
- **Collection Costs**: Where the Loan is between five thousand dollars ($5,000) and ten thousand dollars ($10,000), any attorney's fees included in Lender's Collection Costs will be no more than fifteen percent (15%) of the unpaid portion of the Loan after default. Where the Loan is for an amount that is ten thousand dollars ($10,000) or more, you agree to pay all attorneys' fees included in Lender's Collection Costs.

California Residents:

- **Late Payment Fee**: If any part of a monthly interest payment or loan repayment remains unpaid for ten (10) days after the due date, Lender will charge a late payment fee of ten dollars ($10), or fifteen dollars ($15) if such payment is not made after fifteen (15) days of the due date.

- **Events of Default**: You will be in default if you fail to make any payment to Lender within 10 days of its due date and your Collateral value is insufficient to cover such payment.

Idaho Residents:

- **State of Idaho Disclaimer**: In Idaho, ChainFi, Inc is doing business as Arch Lending and does not conduct activity under the name Arch.

- **Balloon Payment Right**: If your address on the first page of this Agreement is in Idaho and if your final payment is more than twice as large as your other regularly scheduled payments, you have the right to refinance that final payment with Lender at Lender's current consumer loan rates.

- **Final Maturity Date Payment**: If your address on the first page of this Agreement is in Idaho, your **Maturity Date** will have the following limits:

    - For loans between three hundred ($300) and one thousand dollars ($1,000), your Maturity Date won't be later than 37 months from the date of this Agreement.

    - For loans less than $300, your Maturity Date won't be later than 25 months from the date of this Agreement.

- **Prepayments and Rebates**: If your address on the first page of this Agreement is in Idaho, and you choose to prepay your loan, Lender will give you a rebate. This rebate will be a portion of the original fee, calculated based on the difference between the date you pay Lender back and your original Maturity Date.

- **Cost of Collection**: If your address on the first page of this Agreement is in Idaho, and you fail to make your payments on a loan of more than one thousand dollars ($1,000), you agree to pay Lender's collection costs. You do not need to pay collection costs if your loan is under one thousand dollars ($1,000).

Illinois Residents:

- **Origination (administrative) Fee**: Origination Fee is not charged to Illinois residents.

- **Liquidation Fee**: Liquidation Fee is not charged to Illinois residents.

- **Interest Rate Cap**: The APR on your Loan, as calculated under the Illinois Predatory Loan Prevention Act (PLPA APR), cannot be more than 36%. If your Loan's APR is higher than 36%, the loan is null and void. This means that no person or entity can legally collect, attempt to collect, receive, or retain any principal, fee, interest, or charges related to the loan. The APR shown in your loan agreement might be lower than the PLPA APR.

- **Substantially Equal Installments and Final Payment Cap**: In compliance with the Illinois Consumer Installment Loan Act (205 ILCS 670), your Loan is structured with substantially equal installments, meaning your regular payments, including principal and interest, will be consistent throughout the loan term. Your final scheduled payment will not exceed 5% more than your preceding scheduled payments.

- **Total Loan Amount**: In compliance with Section 15 of the Illinois Consumer Installment Loan Act, the Total Loan Amount for any single Loan to an Illinois resident will not exceed $40,000.00.
- **Illinois Borrower Signature**: By signing below, you acknowledge that you have read and understand the additional disclosures applicable to you as an Illinois borrower, including the provision regarding the maximum annual percentage rate on your Loan.

US Digital Mining & Hosting Co
Authorized Signatory Name: /s/ Richard Russell
Authorized Signatory Title: CFO
Electronically signed on August 3, 2026 at 2:36 PM EDT
Signed by rrussell@lmfunding.com (IP Address: 47.207.42.208)
Borrower

Iowa Residents:

- **Interest Rate Cap:** Lender may charge an annual interest rate of up to 16% on the loan. This is the maximum rate permitted under Iowa law for consumer loans of this type.

- **Origination Fee:** The Origination fee is not charged to Iowa residents.

- **Late Fees:** If a scheduled payment is not received within ten (10) days after the due date, the lender may charge a late payment fee. The late fee will be 5% of the unpaid amount due, But it will not exceed $30, regardless of the amount past due. This fee is in addition to the regular payment and must be paid along with the overdue amount.

- **Governing Law**: this Agreement is governed by the Iowa laws for Iowa residents.

Kansas Residents:

Consumer Loans

- **NOTICE TO CONSUMER**: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

- **Interest Rate Cap**: If your address on the first page of this Agreement is in Kansas, the interest rate will not exceed 36% per annum.

- **Prepayment**: If your address on the first page of this Agreement is in Kansas, you may prepay in full the unpaid balance of a consumer credit transaction at any time without penalty.

- **Cost of Collection**: If your address on the first page of this Agreement is in Kansas, you may be required to pay reasonable costs of collection paid to outside parties, including, but not limited to, court costs, attorney fees and collection agency fees, except that your costs of collection will not:

(A) Include costs that were incurred by a salaried employee of the Chainfi, Inc. or its successors and assigns;
(B) include the recovery of both attorney fees and collection agency fees; or
(C) be in more than 15% of the unpaid debt after default.

- **Origination Fee**: If your address on the first page of this Agreement is in Kansas, the Origination Fee shall not exceed the lesser of 2% of the amount financed or $300.

- **Late Payment Fee**: If your address on the first page of this Agreement is in Kansas, the late payment fee shall not exceed the lesser of 5% or $25.

Maryland Residents:

- **Governing Law**: If your address on the first page of this Agreement is in Maryland, then this Agreement will be governed by Title 12, Credit Regulations, Subtitle 1, Interest and Usury, of Maryland Commercial Law.

- **Fees**: If your address on the first page of this Agreement is in Maryland, then the Origination Fee will be $0.

- **Liquidation Fees**: If your address on the first page of this Agreement is in Maryland, and your Collateral value is over $2,000, you will not be charged the Liquidation Fee in the event of default.

- **Interest Rate**: If your address on the first page of this Agreement is in Maryland, then the maximum Interest Rate is 18%.

Minnesota Residents:

- **Origination (administrative) Fee**: Origination Fee is not charged to Minnesota residents.

- **Liquidation Fee**: Liquidation Fee is not charged to Minnesota residents.

- **Late Payment Fee**: If any part of a monthly interest payment or loan repayment remains unpaid for ten (10) days after the payment due date, Lender will charge a late payment fee of the greater of (1) five percent (5%) of the interest amount due, principal amount due, any prior unpaid interest amount due, any prior unpaid principal amount due, and fees or (2) nine dollars and eighty-eight cents ($9.88). This amount will be due alongside the monthly payment amount.

- **Attorney-in-Fact**: Appointing Lender (and its designees) as attorney and agent-in-fact does not apply to Minnesota residents.

- **Collection Costs**: Minnesota residents are not responsible for Lender’s attorney’s fees incurred as part of Collection Costs.

- **Governing Law**: this Agreement is governed by the Minnesota laws for Minnesota residents.

- **Venue**: If you are a Minnesota resident, any suit, action, or proceeding arising under this Agreement will be instituted in any court sitting in Ramsey County, Minnesota.

Montana Residents:

- **Origination Fee**: The Origination Fee is not charged to Montana residents.
- **Repayment Period; Payments; Late Payment**: You will make monthly interest payments and a final lump-sum "balloon" payment of the principal balance at the end of the Repayment Period, plus any other charges owed. Monthly interest payments are calculated based on the principal and the number of months in the Repayment Period and a final balloon payment. Partial principal prepayments will recalculate interest and balloon payments based on the original duration. Payments begin forty-five (45) days after the Disbursement Date and continue on the same day of each successive month. The first payment and total interest may vary based on the actual funding date or payment due date changes.
- **Late Payment Fee**: The late payment fee discussed in Section 5 (Terms of Repayment) will be fifteen dollars ($15) or five percent (5%) of the amount past due, whichever is more, but not more than fifty dollars ($50). This amount will be due alongside the monthly payment amount.
- **Late Payments**: Lender may liquidate a portion of your Collateral in an amount equal to the monthly payment plus any Late Payment Fee and Liquidation Fee.
- **Balloon Payment**: Lender may liquidate a portion of your Collateral if, by the last day of the Repayment Period, you do not pay the principal of the loan as discussed with Section 5 (Terms of Repayment), and Lender may retain the proceeds of any sale of all or any part of your Collateral in an amount equal to the outstanding principal amount of your Loan and any other amount you owe Lender. This payment cannot be made within forty-five (45) days of making the Loan and may not be due more than one (1) year from the date of making the Loan.
- **Liquidation Fee**: There is no processing fee for any Collateral liquidated by Lender.
- **Lender's Security Interest in Your Collateral**: If you are a resident of Montana, you do not appoint Lender as lawful attorney and agent-in-fact.
- **Collection Costs**: You agree to pay Lender's Collection Costs unless the Loan amount is less than one thousand dollars ($1,000), in which case, you are not responsible for paying Lender's attorney's fees incurred as part of Collection Costs, and unless otherwise prohibited by applicable law. The Collection Costs that I agree to pay may also include fees and costs incurred in connection with any appellate or bankruptcy proceedings to the extent permitted by applicable law.

Nebraska Residents:

- **Oral Agreements**: Oral agreements or commitments to loan money, extend credit, or forbear from enforcing debt repayment (including promises to extend or renew debt) are not enforceable. This writing is the complete and exclusive statement of the agreement, except as the parties may later modify in writing.

North Dakota Residents:

- **Interest Rate Cap**: If your address on the first page of this Agreement is in North Dakota, the interest rate will not exceed 36% per annum.
- **Late Payment Fee**: If your address on the first page of this Agreement is in North Dakota, the late payment fee will not exceed 1.75% percent per month or five percent (5%) of the missed payment

or payments. Additionally, for loans under $50,000, these late payment fees will not exceed $20. The Lender may, at its sole discretion, decide not to charge or to waive any such Late Payment Fee. Notwithstanding the maximums listed above, the Lender has currently elected not to assess a Late Payment Fee under this Agreement.

Oklahoma Residents:

- **Balloon Payment Right**: If your address on the first page of this Agreement is in Oklahoma, and any scheduled payment is more than twice as large as the average earlier payments, you have the right to refinance the amount of that payment at the time it is due without penalty.

- **Rebate**: If your address on the first page of this Agreement is in Oklahoma, and you choose to prepay your loan, Lender will give you a rebate. This rebate will be a portion of the original fee, calculated based on the difference between the date you pay Lender back and your original Maturity Date.

- **Cost of Collection**: If your address on the first page of this Agreement is in Oklahoma, and you fail to make your payments on a loan of more than one thousand dollars ($1,000), you agree to pay Lender's reasonable attorney's fees up to an amount representing 15% of the unpaid debt after default and referral to an attorney that is not a salaried employee of Lender. You do not need to pay collection costs if your loan is under one thousand dollars ($1,000).

- **Origination Fee**: If your address on the first page of this Agreement is in Oklahoma, the origination fee shall be equal to reasonable closing costs and taxes, but shall not exceed $6,600.

- **Interest Rate Cap**: If your address on the first page of this Agreement is in Oklahoma, the interest rate on your loan will not exceed:
  (a) the total of:
    (i)thirty-two percent (32%) plus the federal funds rate per year on that part of the unpaid balances of the principal which is Seven Thousand Dollars ($7,000.00) or less;
    (ii)twenty-three percent (23%) plus the federal funds rate per year on that part of the unpaid balances of the principal which is more than Seven Thousand Dollars ($7,000.00) but does not exceed Eleven Thousand Dollars ($11,000.00); and
    (iii)twenty percent (20%) plus the federal funds rate per year on that part of the unpaid balances of the principal which is more than Eleven Thousand Dollars ($11,000.00); or
  (b) twenty-five percent (25%) plus the federal funds rate per year on the unpaid balances of the principal.

South Dakota Residents:

- **Origination Fee**: If your address on the first page of this Agreement is in South Dakota, the Origination Fee shall not exceed 36%.

- **Refinance Fee**: If your address on the first page of this Agreement is in South Dakota, and you refinance this loan, you will be charged an origination fee on the amount of money refinanced in the amount of 0%.
- **Interest Rate Cap**: Your interest rate, inclusive of most fees except as discussed below, will not be more than 36%.

- **Fees Excluded from Interest Rate Cap**: Any late fees, return check fees, and attorney's fees will not count toward this 36% limit.

- **Exemptions to Interest Rate Cap**: The interest rate limit will not apply if you are a business with a federal employer identification number and your Loan is for a business, commercial, or agricultural purpose.

- **Consumer Complaints**: Any inappropriateness in the way in which Lender makes this Loan or in Lender's loan practices may be referred to the South Dakota Division of Banking. The address of the South Dakota Division of Banking is 1714 N Lincoln Ave Suite 2, Pierre, SD 57501. The telephone number of the South Dakota Division of Banking is (605) 773-3421.

Utah Residents:

- **Credit Report Access**: You give permission to Lender, its representatives, agents, successors, and assigns to access your consumer credit report for any transaction, extension of credit, and on an ongoing basis, for account review, collection action, or other legitimate purposes. Upon request, you will be informed if a consumer credit report was ordered and provided the reporting agency's name and address. You will be notified that a negative credit report may be submitted if you fail to fulfill your credit obligations under this Agreement.

- **Oral Agreements**: Oral agreements or commitments to loan money, extend credit, or forbear from enforcing debt repayment (including promises to extend or renew debt) are not enforceable. This writing is the complete and exclusive statement of the agreement, except as the parties may later modify in writing.

Washington, D.C. Residents:

- **Loans Below $25,000**: The District of Columbia does not regulate loans under $25,000. If your loan is below $25,000, then the below applies.

- **Interest Rate**: the maximum interest rate and fees you will pay for your Loan is 24%.

- **Damages**: There are no liquidated or other damages as an additional fee for any default. You will only pay a Late Fee.

- **Collection Costs**: Any attorney's fees included in Lender's Collection Costs will not be greater than ten percent (10%) of the unpaid portion of the Loan after foreclosure proceedings.

Washington Residents:

- **Liquidation Fee**: There is no processing fee for any Collateral liquidated by Lender.

Wisconsin Residents:

- **Married Wisconsin Residents**: Your signature confirms this loan obligation is incurred in the interest of your marriage or family and your spouse has actual knowledge that credit is being extended to you. No marital property agreement, unilateral statement, or court decree under Wisconsin's Marital Property Act adversely affects Lender's rights unless you provide a copy before credit is granted, or Lender has actual knowledge of the adverse obligation. You understand Lender may be required to notify your spouse. If credit is granted, you agree to notify Lender if your spouse needs notification that credit has been extended to you by sending your name, account number, and your spouse's name and address to support@archlending.com.

21. Notice to Customer

1. DO NOT SIGN THIS BEFORE YOU READ IT, EVEN IF OTHERWISE ADVISED.
2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
4. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

22. Acknowledgment and Consent

BY SIGNING BELOW, WHETHER MANUALLY, DIGITALLY, OR ELECTRONICALLY, THE UNDERSIGNED, US Digital Mining & Hosting Co, AS THE BORROWER UNDER THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGE AND CONSENT TO ENTERING INTO AN ELECTRONIC TRANSACTION WITH LENDER.

US Digital Mining & Hosting Co
Authorized Signatory Name: /s/ Richard Russell
Authorized Signatory Title: CFO
Electronically signed on August 3, 2026 at 2:36 PM EDT
Signed by rrussell@lmfunding.com (IP

Address: 47.207.42.208)
Borrower

EXHIBIT A – CONSUMER ACH AUTHORIZATION AND AGREEMENT

1. Understanding Your "Transfer Funds" Feature

You understand that the **"Transfer Funds"** feature allows you to electronically transfer funds via the Automated Clearing House (ACH) between your eligible Lender account(s) and your external bank account(s) at other financial institutions (each, an "External Account"). This feature becomes available once you've successfully registered your External Account(s).

Your "Transfer Funds" feature includes, but isn't limited to, these types of transfers:

- **One-Time On-Demand Transfers:** These allow you to initiate multiple, non-recurring, individual transfers. You'll specify the transfer date and dollar amount for each transfer through the "Transfer Funds" feature of Online and Mobile Banking as you need them.
- **Recurring Transfers:** These allow you to set up transfers of a fixed dollar amount at regular intervals. You'll establish these intervals through the "Transfer Funds" feature of Online and Mobile Banking.
- **Other ACH Transfer Features:** This includes any other ACH transfer functionalities that we may make available to you in the future.

2. Your Authorization for ACH Transfers

Subject to the terms of the "Transfer Funds" feature and your other agreements with Lender, you authorize Lender to initiate electronic credit and debit entries to your eligible Lender account(s) and each registered External Account. This authorization covers:

- **On-Demand Transfers:** Various amounts at varying times, initiated by your instructions.
- **Recurring Transfers (Preauthorized Transfers):** Fixed amounts at the frequency you've selected, initiated by your instructions.

You understand and agree that if any transfer date falls on a weekend or bank holiday, the transfer may be executed on the next business day, or as soon as reasonably possible at Lender’s discretion.

3. Your Representations, Warranties, and Compliance

You represent and warrant that you have all necessary rights, power, and authority to authorize debits and credits to your Lender account and any registered External Account(s). You also confirm that all information and instructions you provide to Lender regarding any ACH transfer are complete and accurate. You agree that all ACH transactions you authorize will comply with all applicable laws.

4. Correcting Your Errors

Should an incorrect amount be withdrawn from or deposited to your External Account(s) or your Lender account(s), you authorize Lender to correct the error by debiting or crediting the respective account(s).

5. Terminating Your Authorization

This authorization will remain in full force and effect until Lender has received written notification from you of its termination. You must provide such notification in a timely manner that allows Lender a reasonable opportunity to act on it.

For **Preauthorized Transfers**, you understand that it's your responsibility to contact Lender to stop or cancel a Preauthorized Transfer at least **three (3) business days** prior to the following scheduled payment.

In either case, please send your written notice to:

support@archlending.com

6. Compliance with ACH Rules

You acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the rules of the National Automated Clearing House Association (NACHA). You request the financial institution that holds your External Account(s) to honor all transfers initiated in accordance with this authorization.

7. Retaining Your Copy of This Agreement

You agree to print this ACH Authorization and retain a hard copy or save it as an electronic copy for your records.

[Signature Collected Electronically]

US Digital Mining & Hosting Co

Authorized Signatory Name: Richard Russell
Authorized Signatory Title: CFO
Electronically signed on August 3, 2026 at 2:36 PM EDT
Signed by rrussell@lmfunding.com (IP Address: 47.207.42.208) Borrower

Date: 08/03/26

Appendix for Loan Calculations Ledger

Date	Loan ID	Loan Amount	Outstanding Principal Balance	Outstanding Interest Amount Due	Note
08/03/26	1001 7807 5293 8172	$18,068,845.28	$18,068,845.28	$225,860.57	Initial Loan Balance
08/03/26	1001 7807 5293 8745	$18,127,131.88	$18,127,131.88	$30,211.89	New Loan Rollover. Note the amount disbursed (sent) to the customer is: $0.00 Total Loan Amount: $18,127,131.88 Less: Amount used to pay off existing principal balance $18,068,845.28 Less: Amount used to pay off Pro-Rated existing interest owed $58,286.60 Total sent to customer: $0.00
08/03/26	1001 7807 5293 8172	$18,068,845.28	$0.00	$0.00	Initial loan amount of $18,068,845.28 and outstanding interest is fully paid off with the rollover.

3 August 2026

ANNEX A - COLLAR LOAN ANNEX

Non-Recourse, 30-Day Rolling Collar Loan

This Collar Loan Annex (this "**Annex**") is entered into as of 3 August 2026 and forms part of the Loan and Security Agreement (the "**Agreement**") between **ChainFi, Inc. d/b/a Arch Lending**, a Delaware corporation with its principal place of business at 595 Broadway, 4th Floor, New York, NY 10012 ("**Lender**"), and **US Digital Mining and Hosting Co., LLC**, a **Florida limited liability company** whose address is 1200 W Platt Street, Suite 100, Tampa, FL 33606 ("**Borrower**"). This Annex sets out the terms on which Lender will make available to Borrower a non-recourse, collared, 30-day rolling loan secured by Bitcoin (each such loan, a "**Collar Loan**").

1.1 Incorporation; amendment of the Agreement. This Annex is a Related Document and is incorporated into and forms part of the Agreement. **This Annex operates as an amendment to the Agreement** and, in respect of each Collar Loan, amends, supplements, supersedes and disapplies the provisions of the Agreement identified in it. Each provision of the Agreement stated in this Annex to be deleted, disapplied, amended, replaced or of no force or effect is **so deleted, disapplied, amended or replaced by agreement of the parties**, and not merely waived or forborne, in respect of each Collar Loan. This Annex is executed by both parties and satisfies the requirements of Section 16.9 of the Agreement (*Modification*) in respect of every such amendment. Neither party may resile from any such amendment, and no course of dealing, delay or failure to enforce reinstates any provision so amended. Except as so amended, supplemented, superseded or disapplied, all terms of the Agreement remain in full force and effect and apply to each Collar Loan.

1.2 Scope. This Annex applies solely and exclusively to Loans designated as "Collar Loans" in the applicable Reset Confirmation. It has no effect on any other Loan made under the Agreement.

1.3 Order of precedence. In the event of any conflict or inconsistency, the following order of precedence applies, in descending order: (a) the Reset Confirmation then in effect, but only as to the numerical values of the commercial variables it is required by Section 4.3 of this Annex to specify, and not as to the method by which those values are determined; (b) this Annex; (c) the Agreement. Notwithstanding Section 2.3 of the Agreement, where a Reset Confirmation or this Annex conflicts with the Disclosure Statement, this Annex and the Reset Confirmation govern, and Borrower waives any inconsistent Disclosure Statement term to the fullest extent permitted by applicable law.

1.4 Non-variable provisions. Notwithstanding Section 1.3, no Reset Confirmation may vary, waive or disapply Section 3 (*Non-Recourse Obligations*), Section 5.5 (*Borrower options at each maturity*), Section 5.7 (*Elections; automatic maturity if Borrower does not elect*), Section 5.2 (*No margin call and no liquidation at any price*), Section 6 (*No Margin Calls, Trigger Events or Liquidations*), Section 8.1 (*Prepayment and exit*), Section 8.4 (*Shortfall borne by Lender*) or Section 10 (*Custody, Hedging and Additional Representations*) of this Annex, and any provision of a Reset Confirmation purporting to do so is void. The length of the Cure Period is an exception and may be specified in each Reset Confirmation; absent specification it is twenty-four (24) hours. Any variation of those Sections requires a written amendment signed by both parties in accordance with Section 16.9 of the Agreement.

1.5 Defined terms. Capitalized terms used but not defined in this Annex have the meanings given in the Agreement. References to Sections are to Sections of the Agreement unless stated to be Sections of this Annex or unless the context requires that the reference be to a Section of this Annex, in which case it shall be so construed. A reference to a Section number that exists in this Annex and appears in the context of the collar mechanics, the roll, the Borrower's elections, the automatic maturity where Borrower does not elect, interest, settlement or default is a reference to the corresponding Section of this Annex.

For the purposes of each Collar Loan, the following definitions apply:

"**Applicable LTV**" means the LTV as at the Reset Time on the Trade Date or, for each subsequent Rolling Period, as at the Reset Time on the Reset Date on which that Rolling Period begins, as specified in the Reset Confirmation for that Rolling Period. The Applicable LTV is the **struck** figure from which the Floor Price for that Rolling Period is derived. It is recorded once and does not change during the Rolling Period. It is to be distinguished from the LTV, which moves throughout the Rolling Period as the price of the Collateral moves.

"**Ceiling Percentage**" means the Ceiling Price expressed as a percentage of the Reference Price. It is a derived figure and is not required to be recorded in the Reset Confirmation. The Ceiling Percentage is solved against the Interest Rate for the relevant Rolling Period and is expected to change at each Reset.

"**Ceiling Price**" means for each Rolling Period, the price per unit of Collateral specified as the Ceiling Price in the Reset Confirmation for that Rolling Period, being an amount equal to the Reference Price multiplied by the Ceiling Percentage. The Ceiling Price, not the Ceiling Percentage, is the figure recorded.

"**Collar**" means the combination, in respect of each Rolling Period, of the Floor Price and the Ceiling Price, together with any Hedge Transaction entered into by Lender in respect of them.

"**Collar Collateral Account**" means the segregated wallet or account at the Depository designated as such by Lender and notified to Borrower. All references in the Agreement to the "Depository Account" are, in respect of each Collar Loan, references to the Collar Collateral Account, and the definition of "Depository Account" in Section 3 of the Agreement is amended accordingly so that the account is segregated and not commingled, save in respect of units used under Section 10.2 of this Annex.

"**Collar Settlement Value**" means in respect of each unit of Collateral and any date of determination, an amount equal to **max(Floor Price, min(Reference Price, Ceiling Price))**; and, in respect of the Collateral as a whole, that amount multiplied by the number of Pledged Units.

"**Coverage**" means at any time, the aggregate value of the Pledged Units at the Floor Price then in effect, expressed as a percentage of the Total Loan Amount. Coverage of 100% or more means that the Pledged Units, valued at the Floor Price, are sufficient to discharge the Total Loan Amount in full. **Interest accruing during a Rolling Period is not taken into account in Coverage, in the LTV or in the Applicable LTV**; it becomes payable on the Reset Date under Section 7.2 of this Annex. **The exclusion of interest from Coverage and from the LTV is for measurement purposes only**: accrued and unpaid interest forms part of the Secured Obligations, is secured by the Collateral and is recoverable from the Collateral under Sections 6.3 and 8 of this Annex.

"**Cure Period**" means the period specified as such in the Reset Confirmation for the relevant Rolling Period or, where none is specified, **twenty-four (24) hours**, in each case running from the Election Deadline on the relevant Reset Date, within which Borrower, having elected by the Election Deadline to roll under Section 5.5(b)(iii) of this Annex, may deliver additional Collateral or make payment so as to eliminate the Floor Shortfall. The Cure Period applies to delivery and payment only, and not to the election itself.

"**Election Deadline**" means the time on each Reset Date specified as such in the Reset Confirmation, being the latest time by which Borrower may accept the terms recorded in that Reset Confirmation and make its elections under this Annex, in each case by notice to Lender under Section 4.3(c) of this Annex and without any requirement of signature, subject to Lender's discretion to permit a later time under Section 5.7(b) of this Annex.

"**Equivalent Units**" means units of the same Digital Asset, and of the same number, as the Pledged Units in question. Units of a Digital Asset are fungible for this purpose, and Lender is not obliged to redeliver the identical units originally delivered by Borrower.

"**Event of Default**" means any event or circumstance specified in Section 12.1 of the Agreement, as amended by Section 9.1 of this Annex, upon the occurrence of which Borrower is stated to be in default.

"**Excess Appreciation**" means in respect of any Rolling Period, an amount equal to (a) the Reference Price on the relevant Reset Date *minus* the Ceiling Price for that Rolling Period, multiplied by (b) the number of Pledged Units, where such amount is positive; and zero in all other cases.

“**Floor Percentage**” means the Floor Price expressed as a percentage of the Reference Price. It is a derived figure and is not required to be recorded in the Reset Confirmation. On the Trade Date, and at each Reset, the Floor Percentage is solved so that Coverage is approximately 100% for the Rolling Period then beginning, taking account of any additional Collateral delivered under Section 5.5(b)(iii) and any adjustment to the Total Loan Amount under Section 5.3 of this Annex, and accordingly approximates the Applicable LTV for that Rolling Period. The Floor Price is a quoted commercial figure and may sit marginally above or below the level at which Coverage is exactly 100%; Section 5.5(a) of this Annex applies to any such difference and any resulting shortfall is borne by Lender.

“**Floor Price**” means for each Rolling Period, the price per unit of Collateral specified as the Floor Price in the Reset Confirmation for that Rolling Period, being an amount equal to the Reference Price multiplied by the Floor Percentage. The Floor Price, not the Floor Percentage, is the figure recorded.

“**Floor Shortfall**” means at any time, the amount by which the Total Loan Amount exceeds the aggregate Collateral Market Value of the Pledged Units. A Floor Shortfall will ordinarily arise where the Reference Price is below the Floor Price, and is borne by Lender in accordance with Sections 3.2(d) and 5.5(f) of this Annex.

“**Hedge Transaction**” means any option, forward, swap or other derivative transaction, or any purchase or sale of Digital Assets, entered into by Lender with a third party for the purpose of hedging, funding or offsetting Lender's exposure under the Collar.

“**Interest Rate**” means in respect of each Rolling Period, the rate per annum specified as such in the Reset Confirmation for that Rolling Period.

“**LTV**” means at any time, the Total Loan Amount expressed as a percentage of the aggregate Collateral Market Value of the Pledged Units at that time. The LTV **moves continuously** with the price of the Collateral throughout each Rolling Period. The definition of “LTV” in Section 3 of the Agreement applies, save that for each Collar Loan
(a) the numerator is the Total Loan Amount and excludes interest accruing during the current Rolling Period, which is dealt with under Section 7.2 of this Annex, and (b) the LTV has **no operative consequence** during a Rolling Period: it triggers no margin call, no Trigger Event, no cure obligation and no right of Lender to liquidate, at any level, as provided in Sections 5.2 and 6 of this Annex.

“**Non-Recourse Carve-Outs**” means the matters set out in Section 3.3 of this Annex.

“**Pledged Units**” means the number of units of Collateral specified as such in the Reset Confirmation, being the units held in the Collar Collateral Account in support of the Collar Loan. Units of Collateral held for Borrower otherwise than in the Collar Collateral Account are not Pledged Units and are not subject to the Collar.

“**Reference Price**” means the market value of one unit of Collateral, being the last trade price per unit determined by Lender in accordance with Section 7 of the Agreement, as at the Reset Time on the relevant Reset Date (or, in the case of the initial Rolling Period, as at the Reset Time on the Trade Date, subject to re-determination on the Disbursement Date under Section 4.5 of this Annex).

“**Repayment Period**” means in respect of each Collar Loan, the Rolling Period then in effect. The definition of “Repayment Period” in Section 3 of the Agreement (which is determined by reference to the number of scheduled payments in the Disclosure Statement) does not apply to any Collar Loan.

“**Reset**” means the re-striking of the Floor Price, the Ceiling Price and the Interest Rate on a Reset Date in accordance with Section 5 of this Annex.

“**Reset Confirmation**” means the record of the terms of a Rolling Period **set out in Schedule 1** to this Annex, completed and issued by Lender for that Rolling Period. Schedule 1 as executed with this Annex is the Reset Confirmation for the initial Rolling Period. For each subsequent Rolling Period, Lender completes and issues a restated Schedule 1, which forms part of this Annex for that Rolling Period on Borrower's acceptance of it under Section 4.3(c) of this Annex. **Borrower is not required to execute or countersign any Reset Confirmation**, and no term sheet is entered into for any Rolling Period. Terms communicated by Lender at or before a Reset are **indicative only** until recorded in a Reset Confirmation.

"**Reset Date**" means the last day of each Rolling Period, being the maturity date of that Rolling Period, and each date on which a Collar Loan is otherwise re-struck by agreement of the parties.

"**Reset Time**" means the time on each Reset Date specified as such in the Reset Confirmation.

"**Rolling Period**" means each period of approximately **30** consecutive calendar days beginning on (and including) the Disbursement Date, in the case of the initial Rolling Period, or the day immediately following a Reset Date, in the case of each subsequent Rolling Period; the last day of each such period being the Reset Date for that Rolling Period, subject to extension under Section 9.3 of this Annex, which is not an Event of Default.

"**Secured Obligations**" means at any time, the aggregate of the Total Loan Amount and all accrued and unpaid interest, late payment fees payable under Section 7.3 of this Annex, Excess Appreciation and Collection Costs then outstanding in respect of the Collar Loan; **excluding** any Excess Appreciation arising on the date on which the Collar Loan is settled, which is given effect through the cap contained in the definition of Collar Settlement Value and is not additionally recoverable.

"**Total Loan Amount**" means in respect of each Collar Loan, the aggregate principal amount outstanding from time to time, as increased by any amount added under Section 5.3(c) or Section 5.5(b)(iii) of this Annex and as recorded in the Reset Confirmation then in effect and in Lender's internal records under Section 5.11 of the Agreement. The definition of "Total Loan Amount" in Section 3 of the Agreement (which is determined by reference to the Disclosure Statement) does not apply to any Collar Loan.

"**Trade Date**" means the date of this Annex.

The collar economics are set in Schedule 1, not here. The Floor Price, Ceiling Price, Applicable LTV, Interest Rate, Reference Price, Reset Time and Election Deadline are defined in this Annex by reference only. Their values are set, and re-set, exclusively in the Reset Confirmation at Schedule 1, which Lender completes and issues for each Rolling Period. Nothing in this Annex fixes any of them. Figures that do not vary by Rolling Period are set in this Annex and are not Reset Confirmation variables. These include the 30/360 interest convention in Section 7.1, the late payment fee in Section 7.3, the judgment threshold in Section 9.1A(d), the arbitration threshold in Section 11.3(b) and the notice and cure periods specified in Sections 4 to 9.

3.1 Full recourse provisions disapplied. In respect of each Collar Loan, the following provisions of the Agreement are hereby deleted and of no force or effect: (a) Section 9.5 (*Full Recourse Obligations*); (b) Section 9.6 (*Security Scope*), to the extent it purports to secure obligations of Borrower to Lender or its affiliates other than the Collar Loan and obligations arising under this Annex, the Agreement and the Reset Confirmations; and (c) Section 9.11 (*Waiver of Notices and Defenses*) in its entirety, including each bullet providing that Borrower's indebtedness is "absolute and unconditional" irrespective of any impairment or non-perfection of Collateral, any manner of sale, disposition or application of proceeds, any defense, set-off or counterclaim, or any other circumstance operating as a legal or equitable discharge. Notwithstanding any other provision of the Agreement to the contrary, including Section 1 (*Agreement to Pay*), each Collar Loan is a **non-recourse** obligation of Borrower, subject only to Section 3.3 of this Annex.

3.2 Sole recourse. Lender's sole and exclusive recourse for the satisfaction of the Secured Obligations is to the **Pledged Units**, Equivalent Units and their proceeds. The security interest granted under Section 9.1 of the Agreement, as it relates to each Collar Loan, extends only to the Pledged Units and the Collar Collateral Account, and not to any other Digital Asset, Investment Property or asset of Borrower, whether held with the Depository or otherwise. Without limiting the foregoing, and except in respect of the Non-Recourse Carve-Outs:

(a) Borrower shall have no personal or corporate liability for the payment of any Collar Loan beyond the Pledged Units;

(b) Lender shall not seek, obtain or enforce any judgment for any deficiency, shortfall or unsatisfied balance against Borrower or any of its affiliates, officers, directors or shareholders, and expressly waives any right to do so;

(c) Lender shall have no right of recourse against, and shall not levy execution upon, any asset of Borrower other than the Pledged Units, whether by way of set-off, attachment, injunction or otherwise; and

(d) if the Collar Settlement Value of the Pledged Units, once applied in accordance with Section 8 of this Annex, is less than the Secured Obligations, the deficiency shall be borne absolutely by Lender and Borrower's obligations shall be deemed **discharged and satisfied in full**, and such deemed discharge shall constitute "full payment of all indebtedness" for the purposes of Section 15 of the Agreement and shall terminate the security interest notwithstanding Section 9.8 of the Agreement.

3.3 Non-Recourse Carve-Outs. Section 3.2 of this Annex does not limit Borrower's liability, which shall remain full recourse, in respect of: (a) fraud, willful misconduct or intentional misrepresentation by Borrower; (b) misappropriation, conversion or unauthorized transfer, encumbrance or disposition of the Collateral by Borrower; (c) the creation or existence of any lien, security interest or encumbrance over the Collateral other than in favor of Lender; (d) any breach of Section 10.3 of this Annex (commercial purpose representations) or of Section 17.2(a), (b) or (e) of the Agreement (title to, and non-transfer of, the Collateral); and (e) Collection Costs directly attributable to any of the foregoing. The carve-outs are exhaustive. For the avoidance of doubt, breach of any other provision of Section 17 of the Agreement, including the compliance-with-law and tax covenants, does **not** restore recourse. Where a representation is replaced or modified by Section 10.3 of this Annex, paragraph (d) applies to the representation as so replaced or modified.

3.4 Cash obligations. Excess Appreciation payable in cash under Section 5.3(b) of this Annex and interest payable in cash under Section 7.2 of this Annex remain non-recourse. Lender's remedy for non-payment is limited to the sale or delivery of Pledged Units under Section 5.3(a) or Section 6.3(a), (d) or (e) of this Annex, together with the acceleration and possession rights preserved by Section 9.2 of this Annex, and Borrower's failure to pay is an Event of Default under Section 9.1(b) of this Annex on the terms there set out. These items are non-recourse by design, and are not Non-Recourse Carve-Outs.

3.5 Set-off limited. Section 12.5 of the Agreement (*Right of Set-off*) applies to each Collar Loan only in respect of the Pledged Units and the Collar Collateral Account, and Lender shall not set off against any other deposit, account, collateral or asset of Borrower held by Lender or any of its affiliates, except in respect of the Non-Recourse Carve-Outs.

3.6 Survival. This Section 3 survives the termination of the Agreement and the discharge of each Collar Loan, and is a material inducement to Borrower entering into each Collar Loan.

4.1 Term. Notwithstanding Section 5.1 of the Agreement (*Loan Term*), the term of each Collar Loan is **one Rolling Period**, being the period specified as such in the Reset Confirmation and ordinarily of approximately 30 calendar days, subject to successive automatic extension in accordance with Section 4.2 of this Annex. The following provisions of the Agreement do not apply to any Collar Loan and are disapplied in their entirety: Section 5.1 (*Loan Term*); Section 5.2 (*Interest Rate*), the Interest Rate being re-struck at each Reset under Section 5.6 of this Annex; Section 5.3 (*Payment Methods*), including the AutoPay, ACH and Interest Reserve options, which are replaced by Section 7 of this Annex; Section 5.4 (*Repayment Period; Payments; Late Payment*), including the amortized, interest-only and deferred interest payment structures and the balloon payment construct; the second sentence of Section 10 (*Right to Prepay*), which recalculates interest by reference to the original duration of the Loan; and Section 14 (*Optional Rollover*).

4.2 Automatic roll; non-renewal. Subject to Section 4.4 of this Annex, each Collar Loan shall automatically continue for a further Rolling Period on the terms of the Reset Confirmation delivered under Section 4.3, unless either party gives written notice of non-renewal to the other. Such notice may be given: (a) by either party, at any time up to the Reset Time on the relevant Reset Date; or (b) by Borrower, at any time up to the Election Deadline on the Reset Date, after receipt of the Reset Confirmation delivered under Section 4.3(b) of this Annex, so that Borrower may decline to roll with knowledge of the actual Floor Price, Ceiling Price and Interest Rate. Each Collar Loan is accordingly of **open term**, and no maximum number of Rolling Periods applies.

4.3 Reset procedure; Reset Confirmation. Because the Reference Price is determined at the Reset Time *on* the Reset Date, the following sequence applies at each Reset. **No term sheet is signed for any Rolling Period**; the terms of each Rolling Period are recorded in Schedule 1 as the Reset Confirmation for that Rolling Period:

(a) not later than **one (1) Business Day** prior to each Reset Date, Borrower shall notify Lender whether it intends to close out or to roll and, if to roll, of its election under Section 5.6 of this Annex, being either the Ceiling Price it is prepared to accept or its target Interest Rate. Failing such notification, the election applicable to the Rolling Period then ending shall be deemed to continue;

(b) promptly following the Reset Time on the Reset Date, Lender shall quote the Floor Price, Ceiling Price and Interest Rate for the next Rolling Period and deliver to Borrower the Reset Confirmation, being Schedule 1 completed and restated for that Rolling Period and recording the actual Reference Price, Floor Price, Ceiling Price, Interest Rate, Total Loan Amount, outstanding principal balance, Secured Obligations, Pledged Units, Applicable LTV, resulting Coverage, the interest amount for the Rolling Period, the Disbursement Date, the Reset Date, the preceding Reset Date, the Reset Time and the Election Deadline, and, where the Reference Price is below the Floor Price, the amount required to eliminate the Floor Shortfall for the purposes of Section 5.5(b)(iii) of this Annex. Borrower acknowledges that the quotation can only be given on the Reset Date, because it reflects live market prices at the Reset Time; and

(c) if Borrower wishes the Collar Loan to continue for that Rolling Period, Borrower **may** accept the terms recorded in the Reset Confirmation and make any election available to it under Section 5.3 or Section 5.5 of this Annex, in each case **by notice to Lender, which may be by email**, by the Election Deadline on that Reset Date. No signature or countersignature is required of Borrower. Acceptance and election are conditions of a roll and are **not** obligations of Borrower; a failure to accept, to elect or to respond is not a breach of this Annex and is not an Event of Default, and the sole consequences are those set out in Sections 4.4 and 5.7(c) of this Annex.

Each Reset Confirmation forms part of this Annex and records the terms of that Rolling Period only. On Borrower's acceptance under paragraph (c) it is binding on both parties, and the terms recorded in the Reset Confirmation delivered under paragraph (b) apply from the commencement of the relevant Rolling Period, **except** where a notice of non-renewal has been given under Section 4.2 of this Annex or the Collar Loan is maturing under Section 4.4 or Section 5.7(c) of this Annex, in which case Section 8.3 of this Annex governs and the Floor Price and Ceiling Price for the Rolling Period then ending continue to apply until settlement is completed. This Section 4.3 is itself the parties' written agreement to that mechanic for the purposes of Section 16.9 of the Agreement.

4.4 Maturity if no agreement by the Election Deadline. Subject to Section 5.7(b) of this Annex, and without prejudice to the automatic maturity in Section 5.7(c) of this Annex, the Collar Loan shall **mature on the Reset Date** and be settled in accordance with Section 8 of this Annex if, by the Election Deadline on that Reset Date: (a) either party has given notice of non-renewal under Section 4.2; (b) Borrower has not accepted the terms recorded in the Reset Confirmation delivered under Section 4.3(b) of this Annex and the parties have not agreed revised terms; or
(c) where the Reference Price is below the Floor Price, Borrower has not elected to roll and eliminate the Floor Shortfall in accordance with Section 5.5(b)(iii) of this Annex, that elimination being a condition of a roll and not an obligation. Where Borrower has so elected by the Election Deadline, the Collar Loan does not mature at the Election Deadline and instead matures only if the Floor Shortfall is not eliminated by the end of the Cure Period under Section 5.5(b)(iii) of this Annex. **The election itself carries no grace period or extension.** The Cure Period under Section 5.5(b)(iii) of this Annex extends the time for delivery and payment only, and not the time for electing. Save for that, and save as Lender may permit under Section 5.7(b) of this Annex, the terms quoted under Section 4.3(b) of this Annex lapse at the Election Deadline. A failure to agree is not itself an Event of Default, for the reason given in Section 4.4A, and Borrower has no liability for declining a quote.

4.4 A Maturity is not a default; failure to settle is. Each Collar Loan matures at the end of its Rolling Period by design. Neither party is obliged to agree a further Rolling Period, and declining to do so breaches no obligation and is not a default. Lender's remedy on maturity is to be repaid and, failing repayment, to apply the Pledged Units under Section 8.3 of this Annex, which it may do without declaring a default. **However**, if Borrower has elected a settlement route requiring an act of Borrower and then fails to complete settlement under Section 8.3 of this Annex within **one**
(1) Business Day after maturity, or, where maturity results from a failed cure, within the period provided by Section

5.5(b)(iii) of this Annex, by neither repaying the Secured Obligations, nor directing Lender to sell, nor electing that Lender retain the Pledged Units, that failure **is** an Event of Default under Section 9.1A(e) of this Annex.

4.5 Initial Rolling Period; funding. Where funding occurs later than the Trade Date, Lender shall re-determine the Reference Price at the Reset Time on the Disbursement Date and, if it differs from the Reference Price on the Trade Date, shall re-strike the Floor Price and Ceiling Price accordingly in the initial Reset Confirmation, so that Coverage is approximately 100% at funding in accordance with Section 5.5(a) of this Annex. Borrower may decline to proceed within **one (1) Business Day** of being notified of any such re-strike, in which case no Collar Loan is made and neither party has any liability. Section 8.3 of the Agreement, which would otherwise require a top-up where Collateral value falls between Agreement entry and deposit, is disapplied by Section 6.1(b) of this Annex and does not apply.

4.6 Notices, acceptances and elections. Every notice, acceptance and election under this Annex may be given **by email**. A notice, acceptance or election given by Borrower is effective **on receipt** by Lender at Lender's email address notified to Borrower for that purpose, and a notice given by Lender is effective on transmission to Borrower's email address on file in accordance with Section 13.2 of the Agreement. Section 13.1 of the Agreement does not limit this Section. No notice, acceptance or election requires a signature, and Section 16.14 of the Agreement applies to any document the parties do choose to sign electronically.

4.7 Records and delivery. Lender shall make each Reset Confirmation available to Borrower **by email to Borrower's email address on file, or via the Lender Website, or both**, at Lender's option, and shall maintain a record of all Floor Prices, Ceiling Prices, Reference Prices and Interest Rates for each Rolling Period. Any notice, quotation, Reset Confirmation or election under this Annex may be given by email, with effect as provided in Section 4.6 of this Annex.

5.1 Determination. Each Reset Date is the maturity date of the Rolling Period then ending. On each Reset Date, Lender shall determine the Reference Price as at the Reset Time in accordance with Section 7 of the Agreement, and Borrower may elect by notice to Lender whether to **close out** or to **roll** the Collar Loan, that election being a condition of a roll and not an obligation, as provided in Section 4.3(c) of this Annex. Lender's determination of the Reference Price shall be conclusive absent manifest error, and Section 5.11 of the Agreement is amended so that the same standard applies to Lender's internal records in respect of each Collar Loan.

The table below summarizes the three price zones for convenience. It does not create, limit or vary any right or obligation, and in the event of any inconsistency between it and Sections 5.2 to 5.7 of this Annex, those Sections prevail.

REFERENCE PRICE AT MATURITY	BORROWER CLOSES OUT THE COLLAR LOAN	BORROWER ROLLS THE COLLAR LOAN
Below the Floor Price	**Debt satisfied.** Borrower posts nothing and walks away. **Lender simply retains the Pledged Units it already holds** and the loan ends. Borrower **keeps the Loan proceeds**. The Pledged Units are worth less than the Total Loan Amount here; the Floor Shortfall is borne by Lender and there is no deficiency claim. Nothing is required of Borrower. Section 5.5(b)(i) of the Annex. **Repayment.** Borrower may instead repay the Secured Obligations, and Lender redelivers all Pledged Units. Section 5.5(b)(ii) of the Annex.	**Reset, conditional on cure.** A roll is available **only if Borrower elects by the Election Deadline and eliminates the Floor Shortfall within 24 hours after it**, by sending additional Collateral, paying down the Total Loan Amount, or both, so that Coverage returns to approximately 100%. A new structure is then priced and executed at a Floor Price and Ceiling Price struck from the Reference Price. The Collar cost may be capitalized; the shortfall may not. If Borrower does not cure, no roll is available. Section 5.5(b)(iii) of the Annex.

REFERENCE PRICE AT MATURITY	BORROWER CLOSES OUT THE COLLAR LOAN	BORROWER ROLLS THE COLLAR LOAN
Between the Floor Price and the Ceiling Price	**Standard maturity.** Borrower repays the Secured Obligations, including accrued interest, and receives all Pledged Units back. Section 5.5(c) of the Annex.	**Refinance.** The Collar Loan is extended for a further Rolling Period with a new Floor Price, Ceiling Price and Reset Date, struck from the Reference Price. Section 5.5(c) of the Annex.
Above the Ceiling Price	**Capped upside.** Borrower repays the Secured Obligations, and Lender retains Pledged Units having a value equal to the Excess Appreciation, or accepts payment of the Excess Appreciation in USD or USDC instead, at Borrower's election. Section 5.5(d) of the Annex.	**Refinance.** The Collar Loan is rolled into a new structure with a **higher** Floor Price and Ceiling Price and a new Reset Date. The Excess Appreciation is settled under Sections 5.3 and 5.5(d) of the Annex.

5.2 **No margin call and no liquidation at any price.** For the avoidance of doubt, a Reference Price at or below the Floor Price does **not** cause the Collar Loan to accelerate, does not constitute an Event of Default, and does not give rise to any right of Lender to liquidate the Pledged Units. The only consequences are those set out in Section 5.5(b) and, where Borrower does not elect, the automatic maturity in Section 5.7(c) of this Annex. The Floor Price operates as downside protection for the benefit of Borrower and as the measure of Lender's cover, and not as a liquidation trigger. **The Collar is tested only at the Reset Time on the Reset Date.** The Floor Price and the Ceiling Price are compared with the Reference Price at that moment and at no other. Movements in the price of the Collateral, and in the LTV, at any time during a Rolling Period, including any movement through, above or below the Floor Price or the Ceiling Price, have no effect on the Collar Loan, confer no right on either party and are disregarded. Neither the Floor Price nor the Ceiling Price is capable of being triggered, exercised or breached before the Reset Time on the Reset Date.

5.3 **Settlement of Excess Appreciation.** Where Excess Appreciation arises on a Reset Date, it is settled in one of the following ways, as Borrower elects by notice to Lender:

(a) **Retention of Pledged Units.** Borrower authorizes and directs Lender to retain, or to sell or cause the Depository to deliver, such number of Pledged Units as have an aggregate Collateral Market Value equal to the Excess Appreciation, and to retain the proceeds for its own account.

(b) **Paid in cash.** Borrower pays the Excess Appreciation to Lender in USD or USDC within **one (1) Business Day** of the Reset Date, and retains all Pledged Units.

(c) **Rolled into the loan.** On a roll only, the Excess Appreciation is added to the Total Loan Amount with effect from the Reset Date, and the Floor Percentage for the next Rolling Period is solved so that Coverage is again approximately 100% by reference to the Total Loan Amount as so increased.

(d) **Baked into the re-quote.** On a roll only, the Excess Appreciation is reflected in the Ceiling Percentage and Interest Rate quoted for the next Rolling Period under Section 5.6 of this Annex, in which case no separate amount is payable and the Total Loan Amount is not increased.

Borrower elects which of paragraphs (a) to (d) applies at each Reset. If Borrower does not elect by the Election Deadline, or is unable to do so, paragraph (a) applies on the automatic maturity of the Collar Loan under Section 5.7(c) of this Annex. Any retention, sale or delivery of Pledged Units under paragraph (a): (i) is effected at Borrower's direction and standing authorization given in this Section; (ii) is **not** a liquidation of Collateral for the purposes of the Agreement; and (iii) is **not** subject to the Liquidation Fee under Section 8.6 of the Agreement.

5.4 **Strikes struck from the Reference Price.** The Floor Price and the Ceiling Price for each Rolling Period are struck from the **Reference Price** determined at the Reset Time on the relevant Reset Date, being the then current market price of the Collateral, and not from any capped or adjusted price. Any Excess Appreciation in respect of the Rolling Period then ending is dealt with separately under Section 5.3 of this Annex and does not affect the price from which the new strikes are struck.

5.5 Borrower options at each maturity. Coverage is approximately 100% at inception and is re-established at each roll by the mechanics below. At every maturity the election is Borrower's, and Borrower is never obliged to deliver additional Collateral, to post margin or to make any payment in order to avoid a liquidation.

(a) **At inception.** The Floor Price is set so that Coverage is **approximately 100%**, that is, so that the aggregate value of the Pledged Units at the Floor Price is approximately equal to the Total Loan Amount. The Floor Price is a quoted commercial figure and may sit marginally above or below the level at which Coverage is exactly 100%. The Applicable LTV and Floor Price recorded in the Reset Confirmation are commercially agreed figures, and small differences between them and an exact 100% Coverage calculation do not affect this Section; any resulting shortfall is borne by Lender under Section 5.5(f) of this Annex.

(b) **Reference Price below the Floor Price.** At this point the Pledged Units are worth less than the Total Loan Amount. Lender already holds the Pledged Units in the Collar Collateral Account, and accordingly none of the following requires any delivery or transfer of the Pledged Units by Borrower. **The election is Borrower's alone, and Borrower may make a different election at each Reset:**

(i) **Debt satisfied; Lender retains the Pledged Units.** The Collar Loan terminates and Lender **retains the Pledged Units it already holds** in full and final satisfaction of the Secured Obligations. Borrower **retains the Loan proceeds already advanced to it**, its right to redelivery of the Pledged Units under Section 15 of the Agreement is extinguished, and its obligations are discharged in full pursuant to Section 3.2(d) of this Annex notwithstanding that the Pledged Units are worth less than the Total Loan Amount. The Floor Shortfall is borne absolutely by Lender and Lender shall have no claim against Borrower for any deficiency. No act, delivery, payment or reason is required of Borrower.

(ii) **Repayment.** Borrower repays the Secured Obligations in cash or USDC, and Lender redelivers all Pledged Units to Borrower, notwithstanding that their market value is then less than the amount repaid.

(iii) **Roll, conditional on elimination of the Floor Shortfall.** Borrower may continue the Collar Loan into a further Rolling Period **only if it so elects by the Election Deadline and the Floor Shortfall is eliminated within the Cure Period**. Borrower may eliminate it by delivering additional units of Collateral to the Collar Collateral Account, which on delivery become Pledged Units, by paying down the Total Loan Amount, or by any combination of the two, in each case in the amount specified by Lender in its quotation under Section 4.3(b) of this Annex as being sufficient for Coverage to be approximately 100% at the Floor Price quoted for the next Rolling Period. The amount so specified is determinative of what is required to eliminate the Floor Shortfall for the purposes of this Annex, and Lender shall specify it in good faith and on a commercially reasonable basis. The election must be made by the Election Deadline; only the delivery of Collateral or payment need be completed within the Cure Period. A new structure is then priced and executed at a Floor Price and Ceiling Price struck from the Reference Price. The premium or structuring cost of the Collar for the next Rolling Period may, at Borrower's election, be paid in cash or added to the Total Loan Amount; **the Floor Shortfall itself may not be capitalized**. Where Borrower has elected to roll under this paragraph, the Collar Loan **does not mature at the Election Deadline**. The Floor Price and Ceiling Price for the Rolling Period then ending continue to apply throughout the Cure Period, and the new Floor Price and Ceiling Price take effect only on completion of the cure, so that Borrower bears no price risk during the Cure Period. On completion of the cure the new Rolling Period is deemed to have commenced on the day immediately following the Reset Date in accordance with the definition of Rolling Period, and interest for it is earned in full on that day. **If the Floor Shortfall is not eliminated by the end of the Cure Period**, no roll is available, no new Rolling Period commences, and the Collar Loan matures on the Reset Date and is settled under Section 8.3 of this Annex. Borrower may elect paragraph (i) or paragraph (ii) above at any time up to **one (1) Business Day** after the end of the Cure Period, and if it does not do so the Collar Loan is settled automatically under Section 5.7(c) of this Annex. A failure to complete the cure within the Cure Period is **not** an Event of Default, and for the purposes of Sections 4.4A and 9.1A(e) of this Annex the period for completing settlement runs from the end of that further one (1) Business Day and not from the Reset Date.

Borrower elects which of paragraphs (i) to (iii) applies at each Reset. **A roll is available only under paragraph (iii).** Borrower is under no obligation to deliver additional Collateral or to make any payment, and may elect paragraph (i) in every case; but if Borrower does not eliminate the Floor Shortfall, no roll is available and the

Collar Loan is settled under paragraph (i) or paragraph (ii) or, failing an election, automatically under Section 5.7(c) of this Annex. A failure to eliminate the Floor Shortfall is **not** an Event of Default, is not a margin call for the purposes of Section 6 of this Annex, and entitles Lender to no remedy against Borrower. The only consequences are that no roll is available and that, absent an election, the Collar Loan matures automatically under Section 5.7(c) of this Annex, which is a maturity at term and not a remedy. If Borrower does not elect by the Election Deadline, or is unable to do so, the Collar Loan matures automatically under Section 5.7(c) of this Annex.

(c) **Reference Price between the Floor Price and the Ceiling Price.** Borrower may elect either (i) to repay the Secured Obligations, including accrued interest, and take redelivery of all Pledged Units, or (ii) to roll, in which case the Collar Loan is extended for a further Rolling Period with a new Floor Price, Ceiling Price and Reset Date quoted under Section 5.6 of this Annex. No Excess Appreciation arises and no cure is required under Section 5.5(b)(iii) of this Annex.

(d) **Reference Price above the Ceiling Price.** Borrower's participation in respect of the Rolling Period then ending is capped at the Ceiling Price and the Excess Appreciation is for Lender's account, settled under Section 5.3 of this Annex. Borrower may elect either (i) to repay the Secured Obligations and close out, in which case Lender retains Pledged Units equal in value to the Excess Appreciation or accepts payment of it in USD or USDC instead, or (ii) to roll, in which case the Collar Loan is rolled into a new structure with a higher Floor Price and Ceiling Price and a new Reset Date, struck from the Reference Price. On a roll, the higher Floor Price raises the level of Borrower's downside protection for the next Rolling Period, and where Coverage then exceeds 100% Borrower may request the release of excess Pledged Units under Section 6.4 of this Annex.

(e) **Cost of a Floor Price close to the Reference Price.** Borrower acknowledges that the cost of the Floor increases materially as the Floor Percentage approaches 100%, and that this cost is met by a tighter Ceiling Percentage, a higher Interest Rate, or both, re-quoted at each Reset under Section 5.6 of this Annex. Lender is under no obligation to continue the Collar Loan on any particular terms, and its remedy if it is unwilling to quote is non-renewal under Section 4.2 of this Annex.

(f) **Residual risk borne by Lender.** Where at any time the aggregate value of the Pledged Units, whether taken at the Floor Price or at the Reference Price, is less than the Secured Obligations, including at inception under Section 5.5(a) and on any settlement or maturity on any basis under Section 5.5(b)(i), Section 5.7(c) or Section 8.3 of this Annex, the resulting shortfall is borne by Lender in accordance with Section 3.2(d) of this Annex, including where Lender has not hedged or a hedge counterparty fails. Any Hedge Transaction is entered into by Lender for its own account, Lender is under no obligation to Borrower to enter into or maintain one, and no Borrower protection under this Annex is conditional upon the existence, performance or sufficiency of any Hedge Transaction. Lender's right to use the Collateral to meet hedging costs is set out in Section 10.2 of this Annex.

5.6 Re-striking of the Floor Price, Ceiling Price and Interest Rate. At each Reset Lender shall re-quote the Floor Price, the Ceiling Price and the Interest Rate by reference to prevailing market terms for a 30-day tenor, including the cost of any Hedge Transaction, and shall specify them in the Reset Confirmation. The Floor Price shall be quoted at the highest level Lender is prepared to offer, having regard to Section 5.5, and Lender shall on request explain the basis of the quotation. The Interest Rate and the Ceiling Price trade off against one another, and Borrower may at each Reset elect either (a) to specify the Ceiling Price it is prepared to accept, in which case Lender shall quote the corresponding Interest Rate, or (b) to specify a target Interest Rate, in which case Lender shall solve for the corresponding Ceiling Price. Borrower's remedy if it does not accept any re-quoted term is to close out under Section 5.5 of this Annex.

5.7 Elections; automatic maturity if Borrower does not elect.

(a) **Elections are Borrower's.** Every election under Section 5.3 and Section 5.5 of this Annex is Borrower's, and is made by notice to Lender, which may be by email. Borrower may make a different election at each Reset and is not bound by any election previously made. Lender shall request Borrower's election when it delivers the Reset Confirmation under Section 4.3(b) of this Annex.

(b) **Election Deadline.** Borrower's election must be received by Lender not later than the Election Deadline, or such later time as Lender may in its discretion permit.

(c) **If no election is received, the Collar Loan ends.** If Borrower has not delivered its election by the Election Deadline, or by such later time as Lender has permitted under paragraph (b), or has elected to roll under Section 5.5(b)(iii) of this Annex but the Floor Shortfall is not eliminated by the end of the Cure Period and Borrower does not then elect within the further period provided by that paragraph, or is for any reason unable to elect, the Collar Loan **matures automatically on the Reset Date** and is settled in accordance with Section 8.3 of this Annex. No notice, declaration, election or act of Lender is required, and Lender has no discretion to roll or extend the Collar Loan in the absence of Borrower's election. **This paragraph (c) prescribes the settlement for the purposes of Section 8.3 of this Annex and displaces the elections in Section 8.3(a), (b) and (c)**, which are available only where Borrower elects. Settlement is effected as follows:

(i) **Reference Price below the Floor Price.** Lender **retains the Pledged Units it already holds** in full and final satisfaction of the Secured Obligations, with the same effect as an election by Borrower under Section 5.5(b)(i) of this Annex. Borrower retains the Loan proceeds already advanced to it, the Floor Shortfall is borne absolutely by Lender, and Lender shall have no deficiency claim against Borrower.

(ii) **Reference Price at or above the Floor Price.** Lender may sell such number of Pledged Units as is necessary to discharge the Secured Obligations, together with any Excess Appreciation, which is settled separately under Section 5.3(a) of this Annex and does not form part of the Secured Obligations, and shall redeliver the balance and any surplus to Borrower. Any such sale is **treated as a sale under Section 8.3(b) of this Annex**, so that Borrower is credited with the actual net proceeds of sale and retains the benefit of the Floor Price, and is a permitted disposal for the purposes of Section 6.3 of this Annex. Lender shall effect the sale **within a reasonable time and in a commercially reasonable manner**, and shall give Borrower not less than **one (1) Business Day**'s prior notice of it. Borrower may instead repay the Secured Obligations in cash or USDC at any time before that sale and take redelivery of all Pledged Units.

(d) **No power of attorney; nothing signed on Borrower's behalf.** Maturity under paragraph (c) operates by force of this Annex alone. **Lender is not appointed as, and shall not act as, agent or attorney of Borrower for any purpose under this Section 5.7**, and shall not execute any Reset Confirmation or other document on Borrower's behalf. Nothing in paragraph (c) requires Borrower to sign, elect, deliver or pay anything, and the appointment in Section 9.10 of the Agreement is not exercised for the purposes of this Section 5.7.

(e) **Non-recourse preserved; not a default.** Nothing in paragraph (c) creates any recourse against Borrower beyond the Pledged Units or otherwise affects Section 3 of this Annex. Maturity under paragraph (c) is **not** an Event of Default, is **not** a liquidation of Collateral for the purposes of the Agreement, and attracts **no** Liquidation Fee under Section 8.6 of the Agreement.

(f) **Notice and records.** Lender shall notify Borrower promptly following maturity under paragraph (c) of the Reference Price determined at the Reset Time, the resulting settlement under paragraph (c)(i) or (c)(ii), and any surplus redelivered. Notice may be given by email. Failure to give that notice does not affect the maturity, which is automatic.

6.1 Provisions disapplied or amended. In respect of each Collar Loan, the following provisions of the Agreement are deleted and of no force or effect, or amended, in each case as set out below:

(a) the definition of "**Trigger Event**" in Section 3 (*Your failure to maintain the LTV below 70% for Digital Asset*), and every reference to a Trigger Event elsewhere in the Agreement;

(b) Section 8.3 (*Additional Collateral and Liquidation*) in its entirety, including without limitation the obligation to deposit additional Collateral or pay down principal to bring the LTV below 60% within 24 hours, and Lender's right to liquidate Collateral where the LTV is equal to or greater than 80%;

(c) Section 8.5 (*Withdrawal of Excess Collateral*), which is replaced by Section 6.4 of this Annex;

(d) the fifth bullet of Section 12.1 (*a Trigger Event occurs and continues, and you fail to deposit additional Collateral as required*);

(e) Section 5.7 (*Late Payments - Liquidation*) and Section 5.9 (*Balloon Payment - Liquidation*) of the Agreement, the treatment of late payment and of maturity being governed instead by Sections 7.3 and 8.3 of this Annex respectively;

(f) Section 8.4 (*Liquidation of Collateral in Event of ACH Chargeback or Payment Reversal*);

(g) the second sentence of Section 8.2 (*Location of Depository Account; Use of Collateral*), which prohibits withdrawal or access to pledged Digital Assets until the Loan is paid in full, and Section 17.2(e) of the Agreement, in each case to the extent necessary to permit the release of Pledged Units under Section 6.4 of this Annex and the delivery of Pledged Units under Section 5.3(a) of this Annex. The first sentence of Section 8.2, permitting Lender to change the Depository Account location without notice, is amended so that Lender shall give Borrower not less than **five (5) Business Days**' prior written notice of any change of Depository or of the Collar Collateral Account, and shall not change the Depository from Anchorage Digital Bank, N.A. without Borrower's prior written consent, notwithstanding Section 10.1 of this Annex; and

(h) Section 8.1 (*Initial Deposit of Digital Asset Collateral*), to the extent it provides that failure to transfer Collateral within 24 hours of submitting an Application automatically terminates the Agreement, there being no Application in respect of a Collar Loan; instead, if the Pledged Units are not delivered to the Collar Collateral Account by the date agreed between the parties, Lender may decline to fund and the initial Reset Confirmation lapses without liability on either party.

6.2 No margin calls at any price. Borrower shall have no obligation, **at any LTV** and at any price of the Collateral, to deposit additional Collateral, to post variation margin or to pay down the principal balance of a Collar Loan. An LTV in excess of 100%, whether during a Rolling Period or at a Reset, is expressly permitted, does not constitute an Event of Default, and gives rise to no right or remedy of Lender against Borrower, Lender's only remedies being non-renewal under Section 4.2 of this Annex, the withholding of a roll under Section 5.5(b) of this Annex, and the automatic maturity of the Collar Loan under Section 5.7(c) of this Annex where Borrower does not elect. For the avoidance of doubt, the condition in Section 5.5(b)(iii) of this Annex that the Floor Shortfall be eliminated before a roll is available is **not** a margin call and imposes no obligation on Borrower: Borrower may always decline, in which case the Collar Loan is settled rather than rolled.

6.3 Permitted liquidations. Without prejudice to Lender's use of the Collateral to meet hedging costs under Section 10.2 of this Annex, Lender may sell or otherwise dispose of Pledged Units only: (a) to settle Excess Appreciation under Section 5.3 of this Annex; (b) at the written direction of Borrower, to effect repayment or prepayment of a Collar Loan; (c) on settlement of a Collar Loan under Section 8 of this Annex, or on an automatic maturity under Section 5.7(c)(ii) of this Annex; (d) following the occurrence and continuation of an Event of Default surviving under Section 9 of this Annex; or (e) to satisfy interest payable in cash under Section 7.2 of this Annex, or Excess Appreciation payable in cash under Section 5.3(b) of this Annex, which remains unpaid for **five (5) Business Days** after written notice - and in each case only to the extent, and with the effect, permitted by the non-recourse provisions of Section 3 of this Annex.

6.4 Release of excess Pledged Units. Borrower may request the release of Pledged Units to the extent their aggregate value at the then-current Floor Price exceeds the Total Loan Amount, and Lender shall release such excess at the next Reset, subject to Coverage remaining at not less than approximately 100% following the release and to no Event of Default then continuing. Section 8.5 of the Agreement does not apply.

6.5 Liquidation Fee. The 1% Liquidation Fee under Section 8.6 of the Agreement does not apply to any sale, delivery, retention or other application of Pledged Units under Section 5.3, Section 5.5, Section 5.7, Section 6.3(a), (b), (c) or (e), Section 8 or Section 10.2 of this Annex. It applies only to a disposal following an Event of Default under Section 6.3(d) of this Annex.

7.1 Rate. Interest accrues on the outstanding principal balance of each Collar Loan at the Interest Rate specified in the Reset Confirmation for the relevant Rolling Period. Notwithstanding the reference in Section 4 of the Agreement to the rate stated in the Disclosure Statement, the applicable rate is the Interest Rate. Interest for each Rolling Period is calculated on a **30/360** basis, so that interest for a Rolling Period equals the outstanding principal balance multiplied by the Interest Rate multiplied by 30/360, irrespective of the actual number of calendar days in that Rolling Period, and the amount so calculated is specified in the Reset Confirmation. **Interest is earned in full for each Rolling Period on the first day of that Rolling Period**, and a repayment, prepayment or termination during a Rolling Period does not reduce the interest payable for that Rolling Period. Where Borrower rolls under Section 5.5(b)(iii) of this Annex, the new Rolling Period commences on the day immediately following the Reset Date notwithstanding that the cure is completed during the Cure Period, and interest for the new Rolling Period is earned in full on that day. Where a Rolling Period is **extended** under Section 9.3 of this Annex, interest continues to accrue for the additional days on a daily simple-interest basis using a 360-day year at the Interest Rate then in effect, and interest continues to accrue on the same daily basis after maturity until settlement is completed in accordance with Section 8.3 of this Annex. A Rolling Period shortened by a mid-period exit under Section 8.2 of this Annex does **not** reduce the interest payable for that Rolling Period.

7.2 Interest paid monthly. Accrued interest for each Rolling Period is due and payable in arrears on the Reset Date, in U.S. dollars or USDC. Interest does not accrue against, and is not capitalized into, the Total Loan Amount, and does not of itself reduce the Pledged Units, save that unpaid interest may be satisfied out of Pledged Units under Section 6.3(e) of this Annex. Interest may not be deferred. Interest accruing during a Rolling Period is **not** taken into account in the LTV, in the Applicable LTV or in Coverage at any time during that Rolling Period; it is an amount due to Lender on the Reset Date.

7.3 Late payment. Section 5.6 of the Agreement (*Late Payment Fee*) applies to interest payable under Section 7.2 of this Annex, save that the fee is the greater of (a) 1% of the **overdue interest payment only**, and not of the principal balance or the Secured Obligations, and (b) $10.00. Section 5.8 of the Agreement (*Payment Failure Fee*) does not apply to any Collar Loan. Lender's recourse in respect of any such fee is limited in accordance with Section 3 of this Annex.

7.4 Fees. Unless otherwise specified in the Reset Confirmation: no origination fee is payable in respect of any Collar Loan; no custody fee is payable by Borrower, Lender absorbing the fees of the Depository; and no fee is payable on a Reset or roll.

8.1 Prepayment and exit. Borrower may repay a Collar Loan in whole or in part at any time, at any price of the Collateral and after any holding period, without prepayment penalty or fee, on **one (1) Business Day**'s prior notice, **provided that interest for the whole of the Rolling Period in which the repayment occurs remains payable in full** in accordance with Section 7.1 of this Annex. Payment of that interest is not a prepayment penalty or fee; it is the interest Borrower contracted to pay for that Rolling Period, Lender having struck and funded the Collar for the whole of that Rolling Period. **Redelivery is conditional on payment in full.** Lender's obligation to direct the Depository to transfer the remaining Pledged Units to Borrower under Section 15 of the Agreement arises only once Lender has received, in cleared funds, the whole of the Secured Obligations including the interest payable for the entire Rolling Period in which the repayment occurs, and Lender is under no obligation to release any Pledged Units before that time. On a partial prepayment, the Collar shall be re-struck at the next Reset by reference to the reduced Secured Obligations, and Borrower may request the release of Pledged Units under Section 6.4 of this Annex; the Collar is not re-struck mid-period on account of a partial prepayment.

8.2 Mid-period termination. Where Borrower repays or terminates other than on a Reset Date, (a) interest for the whole of that Rolling Period remains payable in full under Section 7.1 of this Annex, and (b) the Collar shall be settled by reference to the Collar Settlement Value determined as at the Reset Time on the date of repayment, so that Borrower retains the **full** benefit of the Floor Price for the Rolling Period, without pro-ration, and Lender retains any Excess Appreciation. Lender may make an adjustment to reflect the unexpired portion of the Rolling Period, which it shall determine in good faith and on a commercially reasonable basis and shall on request explain to Borrower. Any such adjustment is a settlement of the Collar and not a prepayment penalty or fee for the purposes of Section 8.1 of this Annex. **Borrower shall in no circumstances be worse off than if the Pledged Units were valued at the Floor Price.** Excess Appreciation shall for this purpose be computed as at the Reset Time on the date of repayment as though that date were a Reset Date.

8.3 Close out at maturity. Where Borrower elects to close out a Collar Loan at a Reset Date, or where the Collar Loan matures under Section 4.4 or Section 5.7(c) of this Annex, the Pledged Units shall be valued at the **Collar Settlement Value** determined as at the Reset Time on the final Reset Date, and Borrower shall, at its election:

(a) repay the Secured Obligations in cash or USDC and take redelivery of the Pledged Units, and where the Reference Price is above the Ceiling Price also settle the Excess Appreciation under Section 5.3(a) or (b) of this Annex, that amount not being included in the Secured Obligations;

(b) direct Lender to sell such number of Pledged Units as is necessary to discharge the Secured Obligations and to redeliver the balance to Borrower; or

(c) where the Reference Price is below the Floor Price, elect that Lender retain the Pledged Units it already holds in full and final satisfaction of the Secured Obligations pursuant to Section 5.5(b)(i) of this Annex, retaining the Loan proceeds already advanced, in which case Borrower is discharged in full, retains no interest in the Pledged Units, and need take no further step.

The Floor Price and Ceiling Price for the Rolling Period ending on that final Reset Date continue to apply until settlement is completed, and no new Rolling Period commences notwithstanding Section 4.3 of this Annex. Where Borrower elects paragraph (b), Borrower is credited with the **actual net proceeds of sale** rather than the Collar Settlement Value, and accordingly **any movement in the price of the Collateral between the final Reset Time and completion of the sale is for Borrower's account**, subject always to Borrower retaining the benefit of the Floor Price and Lender retaining any Excess Appreciation. Interest continues to accrue on the outstanding principal balance on a daily simple-interest basis at the Interest Rate from the final Reset Time until settlement is completed, notwithstanding that no new Rolling Period has commenced, and forms part of the Secured Obligations.

8.4 Shortfall borne by Lender. If the Collar Settlement Value of the Pledged Units is less than the Secured Obligations, the shortfall shall be borne by Lender and Borrower's obligations shall be discharged in full in accordance with Section 3.2(d) of this Annex. Borrower shall have no obligation to fund the shortfall from any other source.

8.5 Excess Appreciation on final settlement. Where a Collar Loan is settled on a Reset Date on which Excess Appreciation arises, Section 5.3(a) or (b) of this Annex applies, paragraphs (c) and (d) being available on a roll only, and the Pledged Units are valued at the Collar Settlement Value (being the Ceiling Price). Borrower is credited with the Ceiling Price and Lender retains the Excess Appreciation; no amount is counted twice.

8.6 Surplus. Any surplus remaining after discharge of all amounts outstanding shall be returned to Borrower in Digital Assets or cash, as Borrower directs. Section 12.3 of the Agreement (which governs the application of liquidation proceeds following an Event of Default) applies only to a disposal under Section 6.3(d) of this Annex.

8.7 Truth in Lending disclosures. Pursuant to Section 10.3 of this Annex, the Truth in Lending Act disclosures and the Disclosure Statement do not apply to any Collar Loan, and the definitions of “Repayment Period” and “Total Loan Amount” are as set out in Section 2 of this Annex.

9.1 Surviving Events of Default. In respect of each Collar Loan, Section 12.1 of the Agreement applies save that:

(a) the fifth bullet (Trigger Event) is deleted pursuant to Section 6.1(d) of this Annex; (b) the first bullet applies only to a failure to pay interest payable under Section 7.2 of this Annex, or Excess Appreciation payable in cash under Section 5.3(b), remaining unpaid for **five (5) Business Days** after written notice, and the qualification in that bullet that “your Collateral value is insufficient to cover it” does **not** apply, so that such non-payment is an Event of Default whether or not the Pledged Units are sufficient; (c) the bullet relating to death, legal incompetence and incapacity does not apply, Borrower being an entity and not an individual; (d) the bullet relating to a material adverse change in Borrower's financial condition or ability to repay is **replaced** by the defined triggers in Section 9.1A of this Annex; (e) the bullet relating to false, misleading or materially incomplete statements applies only to statements made at any time (and not only during the Repayment Period as redefined in Section 2 of this Annex) in respect of matters not disapplied by Section 10.3 of this Annex; and (f) the fourth bullet (failure to comply with any other obligation) does not apply to any obligation disapplied by this Annex.

9.1 A Specified adverse events. In place of the general material adverse change bullet in Section 12.1 of the Agreement, each of the following is an Event of Default in respect of each Collar Loan, and Borrower shall notify Lender of any of them within **two (2) Business Days**:

(a) Borrower, or any person that directly or indirectly controls Borrower, becomes the subject of a voluntary or involuntary bankruptcy, insolvency, receivership, administration or similar proceeding, makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they fall due;

(b) Borrower ceases, or gives notice that it will cease, to carry on its business, or suspends its business for more than **thirty (30) consecutive days**;

(c) a change of control of Borrower occurs, meaning any person or group acquires direct or indirect control of Borrower that did not hold such control at the date of this Annex, without Lender's prior written consent;

(d) any judgment, order or award for the payment of money in excess of **$1,000,000** is entered against Borrower and is not satisfied, stayed or bonded within **thirty (30) days**; or

(e) following maturity of a Collar Loan under Section 4.4 of this Annex **otherwise than by the automatic maturity in Section 5.7(c) of this Annex**, and accordingly only where Borrower has elected a settlement route requiring an act of Borrower, Borrower fails within **one (1) Business Day**, or within the period provided by Section 5.5(b)(iii) of this Annex where maturity results from a failed cure, to complete settlement under Section 8.3 of this Annex, by neither repaying the Secured Obligations, nor directing Lender to sell Pledged Units, nor electing that Lender retain them.

For the avoidance of doubt, a decline in the market value of the Collateral, the Pledged Units being worth less than the Total Loan Amount, an LTV in excess of 100% at any time, the existence of a Floor Shortfall and a failure by Borrower to eliminate a Floor Shortfall are **not** adverse events under this Section and do not constitute an Event of Default.

9.2 Consequences limited. Lender's rights on an Event of Default under Section 12.2 and Section 12.4 of the Agreement, including acceleration and the taking of possession and liquidation of the Collateral, remain available, but in every case Lender's recovery is limited to the Collateral in accordance with Section 3 of this Annex, save in respect of the Non-Recourse Carve-Outs.

9.3 Market disruption. Where a general suspension of trading in the Collateral occurs such that a Reference Price cannot be determined at the Reset Time, the then-current Rolling Period shall be extended, and the Floor Price and Ceiling Price shall continue to apply, until a Reference Price can be determined, and such extension is not an Event of Default notwithstanding the definition of Rolling Period in Section 2 of this Annex. The final bullet of Section 12.1 of the Agreement (suspension by U.S. federal authorities, or on at least three major exchanges for at least five days) is **disapplied** in respect of each Collar Loan to the extent it would otherwise treat as an Event of Default the same circumstances excused by this Section 9.3, and instead entitles either party to give notice of non-renewal under Section 4.2 of this Annex once a Reference Price can again be determined.

10.1 Custody. The Collateral will be held at **Anchorage Digital Bank, N.A.** as Depository.

10.2Use of Collateral for hedging costs. Borrower authorizes Lender to use the Collateral, including by transfer, pledge, delivery as margin or sale, to meet the hedging costs of the Collar Loan. Section 8.7 of the Agreement is amended accordingly in respect of each Collar Loan. Lender remains obliged to redeliver **Equivalent Units**, and every reference in this Annex and in the Agreement to the redelivery, release, return or transfer of Pledged Units to Borrower is to Equivalent Units. Lender is under no obligation to disclose the existence, terms, counterparties, pricing or cost of any hedge, and no such matter forms part of the terms of the Collar Loan. Borrower acknowledges that Collateral used under this Section will not be segregated, that its rights in respect of that Collateral are contractual rights against Lender for redelivery of Equivalent Units rather than proprietary rights in identified units, and that it takes credit risk on Lender in respect of that obligation. Nothing in this Section increases Borrower's obligations, creates any recourse against Borrower beyond the Collateral, or affects any election available to Borrower under Section 5.3 or Section 5.5 of this Annex; and where Borrower elects that Lender retain the Pledged Units under Section 5.5(b)(i), that retention extends to Collateral used under this Section.

10.2A Perfection; location of Borrower. Borrower is a registered organization organized under the laws of the State of Florida and is therefore located in Florida for the purposes of Section 9-307 of the Uniform Commercial Code, with the consequence that under Section 9-301 the local law of Florida governs perfection of Lender's security interest and financing statements must be filed in Florida. This is not a matter of election by either party. Accordingly, the definition of “UCC” in Section 3 of the Agreement, which refers to the Delaware Uniform Commercial Code, is **superseded by this Section 10.2A** in respect of each Collar Loan, and: (a) references in the Agreement and in this Annex to the UCC are to the Uniform Commercial Code of the jurisdiction whose law governs the question in issue, and in respect of perfection and priority to the Uniform Commercial Code of the State of Florida; and (b) Lender may file financing statements in Florida and in any other jurisdiction it considers necessary or desirable under Section 9.4 of the Agreement. Governing law is unaffected and remains as provided in Section 16.1 of the Agreement.

10.3Commercial purpose; consumer provisions disapplied. Borrower represents and warrants that it is a corporation or limited liability company, that each Collar Loan is obtained solely for business and commercial purposes and not for personal, family or household purposes, and that it is not a “covered borrower” within the meaning of the Military Lending Act. Accordingly, the following provisions of the Agreement are **superseded by this Annex and do not apply** to any Collar Loan, and Borrower waives the benefit of each of them to the fullest extent permitted by applicable law: the Truth in Lending Act Disclosure and the Disclosure Statement, no such disclosure being required in respect of a Collar Loan and none being given, and the pages of the Agreement containing them being of no application to any Collar Loan; the Itemization of Amount Financed; Section 16.5 (*TCPA Consent*); Section 16.6 (*Call Recording*); Section 16.19 (*Military Lending Act*); Section 17.2(c), to the extent it requires an unqualified representation that no litigation or proceeding is pending or threatened against Borrower, which is replaced by a representation that no litigation or proceeding is pending or threatened which would reasonably be expected to have a material adverse effect on Borrower's ability to perform under this Annex; Section 17.2(h), to the extent it requires that Loan proceeds be used only for lawful personal, family or household purposes, which is replaced by a representation that proceeds will be used only for lawful business and commercial purposes; Section 18 (*Authorizations of Borrower*), including the consumer credit report, references, spousal and social security number verification authorizations; Section 20 (*Additional Disclosures*); Section 21 (*Notice to Customer*); Section 22 (*Acknowledgment and Consent*); and Exhibit A (*Consumer ACH Authorization and Agreement*). In addition, because there is no Application in respect of a Collar Loan, Sections 2.1, 16.2 and 17.1 of the Agreement, and the words “including your Application” in Section 16.7, do not apply, and the definitions of “Application”, “Original LTV”, “Disclosure Statement” and “APR” in Section 3 of the Agreement are not applicable to any Collar Loan. Section 17.3 of the Agreement (*Survival of Representations*) applies at each Reset to the representations as so amended.

10.4Characterization as indebtedness. The parties intend that each Collar Loan be treated as indebtedness of Borrower secured by the Collateral, and **not** as a sale, exchange or other disposition of the Collateral to Lender, nor as a swap, commodity option or security-based swap, for all purposes. The Floor Price and Ceiling Price are terms of the Collar Loan and confer no option, derivative or other instrument on Borrower.

10.5No advice. Lender does not act as fiduciary, adviser or agent of Borrower in respect of the Collar or any Reset. The Floor Price, Ceiling Price and Interest Rate at each Reset are quoted by Lender under Section 5.6 of this Annex; Borrower's election under that Section between a Ceiling Price and a target Interest Rate, and its decision whether to accept any quotation, are its own commercial decisions taken on its own assessment and without reliance on Lender.

11.1No other amendment. Save as expressly set out in this Annex, the Agreement is not amended and remains in full force and effect.

11.2Governing law. This Annex is governed by the laws of the State of New York, consistent with Section 16.1 of the Agreement. The parties acknowledge that the reference in Section 16.1 to "THE ARBITRATION PROVISION (SECTION 18)" is a scrivener's error and shall be read as a reference to Section 19 of the Agreement.

11.3Commercial arbitration. Section 19 of the Agreement (*Arbitration Agreement*) does not apply to any Collar Loan, the AAA Consumer Arbitration Rules, the 60-day rejection right and the residence-based venue provisions there set out being inappropriate for a corporate borrower. It is replaced, in respect of each Collar Loan, by this Section 11.3.

(a) **Agreement to arbitrate.** Any dispute, claim or controversy arising out of or relating to this Annex, any Reset Confirmation, any Collar Loan or the Agreement as it applies to a Collar Loan, including its formation, interpretation, breach, termination or validity, shall be finally resolved by binding arbitration administered by the **American Arbitration Association** under its **Commercial Arbitration Rules** and, where applicable, its Procedures for Large, Complex Commercial Disputes. The Consumer Arbitration Rules shall not apply.

(b) **Seat, tribunal and language.** The seat and place of hearing shall be **New York County, New York**. The tribunal shall consist of **one** arbitrator where the amount in dispute is less than **$5,000,000**, and otherwise of **three** arbitrators, one nominated by each party and the third, who shall chair the tribunal, nominated by the two party-nominated arbitrators. Each arbitrator shall have experience in secured lending, derivatives or digital asset transactions. The language of the arbitration shall be English.

(c) **Federal Arbitration Act; substantive law.** This Section 11.3 is made pursuant to a transaction involving interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Section 1 and following. The substantive law applicable to the dispute is the law of the State of New York in accordance with Section 16.1 of the Agreement.

(d) **No class or consolidated proceedings.** All claims shall be brought in the parties' individual capacities only. **Neither party may bring a claim as a class, collective, representative or consolidated action**, and the arbitrator shall have no authority to consolidate claims or to preside over any class or representative proceeding. This paragraph survives termination and, if held unenforceable in respect of a particular claim, that claim shall be severed and heard in court under Section 16.1 of the Agreement while all other claims remain in arbitration.

(e) **Interim relief; enforcement of security.** Nothing in this Section prevents either party from applying to any court of competent jurisdiction for interim, provisional or injunctive relief, and such an application is not a waiver of the agreement to arbitrate. Without limitation, Lender may apply to any court of competent jurisdiction to obtain, perfect, preserve or enforce its security interest in the Collateral, to obtain possession of or realize the Collateral, and to obtain injunctive relief in respect of any of the Non-Recourse Carve-Outs, in each case without first submitting the matter to arbitration. Any such proceeding remains subject to the non-recourse provisions of Section 3 of this Annex. **The scope of this paragraph is limited**: a court application under it is confined to interim, provisional, injunctive and security enforcement relief and does **not** extend to the merits of any dispute, which remain exclusively for the tribunal, and no court determination under this paragraph binds the tribunal on the merits. The tribunal has the same power to grant interim and provisional relief as a court, and the Emergency Measures of Protection provisions of the Commercial Arbitration Rules apply, so that Borrower has an equivalent route to urgent relief.

(f) **No rejection right; jury waiver; costs; award.** The rejection right in Section 19.3 of the Agreement does not apply and neither party may opt out of this Section 11.3. Each party irrevocably waives any right to trial by jury in any proceeding arising out of or relating to a Collar Loan, whether in arbitration or in court. Each party shall bear its own costs and an equal share of the arbitrators' fees and the administrative fees of the American Arbitration Association, save that the tribunal may award costs to the prevailing party. The award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

(g) **Confidentiality.** The existence, content and outcome of any arbitration under this Section are confidential, save as required by applicable law, regulation, stock exchange rule or court order, or as necessary to enforce an award.

11.4Counterparts. This Annex may be executed in counterparts and by electronic signature, each of which is an original and all of which together constitute one instrument.

Dhruv Patel

11.5Schedule. Schedule 1 (*Reset Confirmation*) forms part of this Annex, as completed for the initial Rolling Period and as restated and issued by Lender for each subsequent Rolling Period.

IN WITNESS WHEREOF, the parties have executed this Annex as of the date first written above.

LENDER	**BORROWER**
CHAINFI, INC. d/b/a ARCH LENDING	US DIGITAL MINING AND HOSTING CO., LLC
By: /s/ Dhruv Patel	By: /s/ Richard Russell
Name: Dhruv Patel	Name: Richard Russell
Title: CEO	Title: Chief Financial Officer
Date: 08 / 03 / 2026	Date: 08 / 03 / 2026

Loan ID	**1001780752938745**
Structure	Non-recourse collar loan, open term, rolling every 30 days
Outstanding principal	**$ 18,127,131.88**
Total Loan Amount	**$ 18,127,131.88** for this Rolling Period, being the amount recorded for the purposes of the definition of Total Loan Amount in Section 2 of the Annex
Pledged Units	**307 BTC**
Reset Time	**8:00 a.m. EST**
Election Deadline	**5:00 p.m. EST** on the Reset Date (Section 2 of the Annex)

SCHEDULE 1

Reset Confirmation - Record of Rolling Period Terms

CONFIDENTIAL · COMPLETED AND ISSUED BY LENDER AT EACH 30-DAY ROLL · NO SIGNATURE REQUIRED

This Schedule 1 is the **Reset Confirmation** issued under Section 4.3 of Annex A (*Collar Loan Annex*) to the Loan and Security Agreement between ChainFi, Inc. d/b/a Arch Lending and US Digital Mining and Hosting Co., LLC. It forms part of the Annex and records the terms of the Collar Loan for the Rolling Period specified below only. **No term sheet is signed for any Rolling Period.** As completed below it records the initial Rolling Period and is executed as part of the Annex. For each subsequent Rolling Period Lender completes and issues a restated Schedule 1, which Borrower is not required to execute; Borrower accepts and makes its elections by notice, which may be by email, under Section 4.3(c) of the Annex. Terms communicated before issue are indicative only. Capitalized terms have the meanings given in the Annex.

A. ROLLING PERIOD

Reset Confirmation No.	**1** (sequential) **[X]** initial Rolling Period (Part E below not applicable)
Cure Period	**24 hours** after the Election Deadline, for delivery of cure Collateral or payment only where Borrower rolls below the Floor Price. The election itself must be made by the Election Deadline. The strikes for the ending Rolling Period continue to apply throughout (Sections 2 and 5.5(b)(iii) of the Annex)

B. LOAN

Lender	ChainFi, Inc. d/b/a Arch Lending
Secured Obligations	**$ 18,127,131.88** at the start of this Rolling Period (principal; plus accrued interest and fees as they arise)

Prior Floor Price	$
Prior Ceiling Price	$
Reference Price at prior Reset	$
Outcome	[ ] At or below Floor - re-struck lower [ ] Within Collar - rolled forward [ ] At or above Ceiling - re-struck higher
Borrower elects	[ ] **Close out** the Collar Loan [ ] **Roll** the Collar Loan [ ] no election received by the Election Deadline, in which case the Collar Loan matures automatically and the "Where no election is received" row below records the settlement

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d 6.2 of the
Annex.

Ceiling Price (call strike) **$ 66,370 per BTC**, applies to this Rolling Period only and is re-struck at the next Reset

Coverage **(Section 5.5 of the Annex)**	**100%** at inception (approximate; the Floor Price is a quoted figure and any difference from an exact 100% solve is borne by Lender under Section 5.5(a) of the Annex), being the value of the Pledged Units at the Floor Price against the Total Loan Amount. Interest accruing during the Rolling Period does not count towards Coverage or the LTV.

D. ECONOMICS

Prepayment penalty None - repayable at any time, at any price

E. PRIOR PERIOD RECONCILIATION (not applicable, initial Rolling Period)

Below the Floor Price (Section 5.5(b) of the Annex)	Floor Shortfall $ (if any), borne by Lender. Amount specified by Lender under Section 4.3(b) of the Annex as required to eliminate it: $. **Borrower elects one of three:** [ ] (i) debt satisfied, Lender retains the Pledged Units and the loan ends, Borrower keeps the proceeds [ ] (ii) Borrower repays and Lender redelivers all Pledged Units [ ] (iii) reset, Floor Shortfall eliminated within the Cure Period by Borrower delivering additional BTC and paying down $ of the Total Loan Amount. Cure completed on at EST.

Collateral released	BTC (if any, per Section 6.4 of the Annex)

Where no election is received (Section 5.7(c) of the Annex)	**The Collar Loan matures automatically on the Reset Date**, with no notice, declaration or act of Lender required and no discretion in Lender to roll or extend it. Recorded for completeness: settlement effected under [ ] 5.7(c)(i), Reference Price below the Floor Price, Lender retains the Pledged Units in full and final satisfaction [ ] 5.7(c)(ii), Reference Price at or above the Floor Price, Pledged Units sold to discharge the Secured Obligations and any surplus of BTC or $ redelivered. Lender is not appointed attorney or agent of Borrower and signs nothing on Borrower's behalf.
Above the Ceiling Price (Section 5.3 of the Annex)	Excess Appreciation $ (if any), settled by [ ] (a) Lender retains Pledged Units, which is the route on an automatic maturity under Section 5.7(c) of the Annex [ ] (b) paid in USD or USDC [ ] (c) added to the Total Loan Amount, roll only [ ] (d) baked into the Ceiling and rate re-quote, roll only

Confirmation of key protections. This confirmation is a summary for convenience only. It does not form part of the commercial variables to which this Reset Confirmation takes precedence under Section 1.3 of the Annex, and in the event of any inconsistency the Annex prevails. For this Rolling Period: there are no margin calls and no liquidations at any price of the Collateral, save for a disposal permitted by Section 6.3 of the Annex; Borrower has no obligation to post additional Collateral or to pay down principal at any LTV; Borrower's obligations are non-recourse and limited to the Collateral, subject only to the Non-Recourse Carve-Outs in Section 3.3 of the Annex; and Borrower may repay and take redelivery of the Collateral at any time, at any price, without penalty, on the notice specified in Section 8.1 of the Annex.

Issue and acceptance. This Reset Confirmation is completed and issued by Lender. Borrower is **not** required to execute or countersign it. Schedule 1 as completed for the initial Rolling Period is executed as part of the Annex, and the parties' signatures to the Annex apply to it. For each subsequent Rolling Period, Borrower accepts the terms recorded here and makes its elections by notice to Lender, which may be by email, by the Election Deadline, in accordance with Sections 4.3(c) and 4.6 of the Annex.

For this initial Rolling Period: issued by Lender on **3 August 2026**; acceptance by notice **not applicable**, this Schedule 1 being executed with the Annex.
For each subsequent Rolling Period: issued by Lender on ; accepted by Borrower by notice on
at EST.

Dropbox Sign

Audit trail

Title	ChainFi, Inc - US Digital Mining and Hosting Co - Loan Annex
File name	USDM_Collar_Loan_...MLA_EXECUTION.pdf
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COMPLETED	**08 / 03 / 2026** 23:14:15 UTC	The document has been completed.

PowerCompute Refinances $18 Million of Debt, Significantly Lowering Interest Costs

New Facility with Arch Lending Replaces Higher-Cost Debt and Strengthens Balance Sheet

TAMPA, Fla., August 5, 2026 -- PowerCompute, Inc. (NASDAQ: PWCM) ("PowerCompute" or the "Company"), a Bitcoin treasury and mining, and specialty finance company expanding into high-performance computing ("HPC") and artificial intelligence ("AI") infrastructure, today announced that it signed an agreement on July 27, 2026 to refinance and consolidated its three existing debt facilities totaling $18 million through a new debt facility with Arch Lending (the "Arch Facility"), that utilizes 307 Bitcoin ("BTC") from the Company's treasury as collateral. The Arch Facility replaces the Company's previous $11 million loan from Galaxy Digital and a $5 million loan from SE and AJ Liebel used to purchase the 15 MW Oklahoma facility and the $2 million loan from SE and AJ Liebel used to purchase the 11MW Mississippi facility.

The Arch facility is a Bitcoin-backed credit facility incorporating a proprietary hedging structure designed to reduce liquidation risk and provide an accretive financing cost. "PowerCompute required a financing structure that reflected both its immediate capital needs and its long-term Bitcoin treasury strategy," said Himanshu Sahay, Co-Founder and CTO of Arch Lending. "We designed a low-cost Bitcoin-backed facility incorporating a proprietary hedge structure intended to reduce liquidation risk while enabling the Company to refinance its existing debt without an outright sale of its Bitcoin holdings."

The Company initially entered into a bridge loan with Arch to consolidate the three loans totaling approximately $18 million with normal terms over a 3 day time period. On August 3, 2026, the Company then entered into a Bitcoin industry non-recourse collateral loan facility with a revolving 30 day term that carries an interest rate of approximately 2% APR, compared to 12% on the prior Liebel loans, substantially lowering the Company's cost of debt and strengthening its capital structure. This structure enables the Company to reduce its interest expense by utilizing its Bitcoin as collateral rather than selling it, while retaining the potential benefit of future appreciation in the value of those holdings. Under the loan facility, the loan automatically rolls over for successive 30-day periods unless either party provides notice of non-renewal, and at each rollover date, the interest rate, floor price, and ceiling price are re-set based on then-prevailing market conditions.

"This refinancing meaningfully reduces our interest expense and strengthens our balance sheet while allowing us to maintain strategic exposure to our Bitcoin holdings,"," said Bruce M. Rodgers, Chairman, Chief Executive Officer and President. "We take a disciplined approach to managing our capital and believe this new Arch Facility positions us well as we focus on executing on our growth strategy into high-performance computing and AI infrastructure."

About PowerCompute

PowerCompute, Inc. (Nasdaq: PWCM) is a Bitcoin treasury and mining company expanding into high-performance computing and artificial intelligence infrastructure. Founded in 2008 and headquartered in Tampa, Florida, the Company operates 26 megawatts of wholly-owned power infrastructure across facilities in Oklahoma and Mississippi. The Company also operates a technology-enabled specialty finance business providing funding to nonprofit community associations primarily in the State of Florida. For more information, please visit https://www.power-compute.com.

Forward-Looking Statements

This press release may contain forward-looking statements made pursuant to the Private Securities Litigation Reform Act of 1995. Words such as "anticipate," "believe," "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. Some of these risks and uncertainties are identified in the Company’s most recent Annual Report on Form 10-K and its other filings with the SEC, which are available at www.sec.gov. These risks and uncertainties include, without limitation, the volatility of Bitcoin and other cryptocurrency prices, risks related to the use of Bitcoin as collateral for the Arch Facility, including the requirement to post additional collateral if the value of Bitcoin declines, our ability to satisfy the terms and conditions of the Arch Facility, our ability to successfully enter and operate in the high-performance computing and AI infrastructure business, the availability and cost of GPU and related infrastructure equipment, competition in the HPC and AI compute market, our ability to finance our site acquisitions and cryptocurrency mining operations, the risks of operating in the cryptocurrency mining business and our ability to grow that business, the capacity of our Bitcoin mining machines and our related ability to purchase power at reasonable prices, our ability to identify and acquire additional mining sites, our ability to acquire new accounts in our specialty finance business at appropriate prices, changes in governmental regulations that affect our ability to collect sufficient amounts on defaulted consumer receivables, changes in the credit or capital markets, changes in interest rates, and negative press regarding the debt collection industry. The occurrence of any of these risks and uncertainties could have a material adverse effect on our business, financial condition, and results of operations.

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