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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): September 15, 2025

LM FUNDING AMERICA, 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	LMFA	The Nasdaq Stock Market LLC

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Additional $2.0 Million Loan

On September 15, 2025, LM Funding America, Inc. (the "Company") entered into an Amendment to Loan Agreement and Loan Documents (the "Loan Agreement Amendment") by and among the Company, each of LM Funding, LLC and US Digital Mining and Hosting Co., LLC (subsidiaries of the Company), as guarantors (jointly and severally, the "Guarantors"), and SE & AJ Liebel Limited Partnership, as lender (the "Lender"). The Loan Agreement Amendment amends the Loan Agreement previously entered into on August 6, 2024, among the Company, the Guarantors, and the Lender (the "Original Loan Agreement"). Pursuant to the Loan Agreement Amendment, the Company obtained an additional loan of up to $2.0 million from the Lender (the "Additional Loan"), which is in addition to the $5.0 million loan that was made to the Company by the Lender under the original Loan Agreement (the "Initial Loan").

The Additional Loan bears interest at a rate of 12.0% per annum and will mature on September 15, 2027 (the "Maturity Date"). The Company will make monthly interest payments of all accrued and unpaid interest under the Additional Loan on the last business day of each month until the Maturity Date, and on such date the entire principal balance, together with accrued and unpaid interest, shall become due and payable. The Company may prepay the Additional Loan in whole or in part at any time without penalty. The proceeds of the Additional Loan will be used to fund the acquisition of hosting sites and/or working capital, including the funding of a part of the purchase price for the Transaction (as defined in Item 2.01 below). As provided in the Loan Agreement Amendment and the Promissory Note issued by the Company thereunder (the "Promissory Note"), an amount equal to $1.3 million of the Additional Loan was funded on the date of the Loan Agreement Amendment, and the balance of the additional loan in an amount of up to $700,000 (as determined by the Company and approved by the Lender) will be funded on October 15, 2025. The Additional Loan is secured by the same collateral, security agreement, and pledge agreement, and is subject to the same guarantees, as the Initial Loan, all as previously disclosed in the Current Report on Form 8-K filed by the Company on August 19, 2024, provided that the minimum Bitcoin collateral value that is pledged to secure the loan has been increased to 110% of the outstanding principal amount of Initial Loan and Additional Loan.

The Loan Agreement, as amended by the Loan Agreement Amendment, and the Promissory Note contain customary negative and affirmative covenants, subject to certain exceptions, as well as events of default customary for transactions of this nature, including with respect to (subject in certain cases to cure periods, materiality and other qualifiers, as applicable), among other things, non-payment of principal, interest and other amounts, material inaccuracy of representations and warranties, covenant noncompliance, cross-defaults triggered by certain indebtedness, bankruptcy and insolvency, monetary judgments, change of control, failure to comply with certain financial covenants and other fundamental transactions. Subject to certain applicable cure periods, the occurrence of an event of default will result in the acceleration of the loan obligations under the Loan Agreement (as amended by the Loan Agreement). Commencing upon the occurrence of an event of default (without regard to any applicable notice and cure period), the Loan Obligations and any judgment entered on account of the Note shall bear interest at the maximum rate permitted by law.

The foregoing descriptions of the Loan Agreement Amendment and Promissory Note do not purport to be complete and are qualified in their entirety by reference to the complete text thereof, copies of which are filed as Exhibits 4.1 and 10.1, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

The information set forth under Item 2.01 under the header "Bitcoin Miner Purchase Agreement" is incorporated herein by reference into this Item 1.01.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Mississippi Property Acquisition

As previously disclosed in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on August 7, 2025, the Company, through its wholly-owned subsidiary US Digital Mining Mississippi LLC, a Mississippi limited liability company (the "Acquiror") entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 1, 2025, with Greenidge Mississippi LLC, a Mississippi limited liability company ("Seller"). On September 16, 2025, the Acquiror completed the previously announced acquisition

contemplated by the Purchase Agreement of the approximate 6.4 acre parcel of real property located at 249 Datco Industrial Road, Columbus, Mississippi 39707 (the "Mississippi Property"), including substantially all of the business assets of Seller located at the Mississippi Property, comprising of certain contracts, mining equipment (excluding any bitcoin miners) and certain tangible personal property, and certain rights of Seller relating to the assets being purchased (collectively, with the Mississippi Property, the "Acquired Assets"), free and clear of any liens other than certain specified liabilities of the Seller that are being assumed (collectively, the "Liabilities," and such acquisition of the Acquired Assets and assumption of the Liabilities, the "Transaction").

The total consideration paid by the Acquiror to Seller in the Transaction was approximately $3.9 million, which includes the disbursement to Seller at closing of $195,000 previously deposited by Seller as earnest money deposit. The foregoing description of the Purchase Agreement is not complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, a copy of which was filed as Exhibit 2.1 to the Current Report on Form 8-K filed by the Company on August 7, 2025, and is, along with the description of the same contained in Item 1.01 of such Current Report on Form 8-K, incorporated herein by reference.

Bitcoin Miner Purchase Agreement

In connection with the completion of the Transaction, on September 16, 2025, the Company, through the Acquiror, entered into and closed the acquisition (the "Miner Acquisition") contemplated by that certain Bitcoin Miner Purchase and Sale Agreement (the "Miner Purchase Agreement") with Greenidge Generation LLC, a New York limited liability company and affiliate of the Seller (the "Miner Seller"), pursuant to which the Acquiror purchased and acquired from the Miner Seller certain Bitmain Antminer S19, S19 Pro and S1 J Pro bitcoin miners (collectively, the "Miners") of the Miner Seller for an aggregate purchase price of approximately $362,000, calculated on the closing date by multiplying (A) the actual hashrate of the Miners, and determined as the total average hashrate produced by the Miners over a single four hour testing period conducted prior to closing, by (b) $2.30, the previously agreed upon price per terahash. The closing of the transactions contemplated by the Miner Purchase Agreement was completed on September 16, 2025, contemporaneously with the consummation of the Transaction.

The Miner Purchase Agreement contains customary representations, warranties and covenants. The Miner Purchase Agreement also contains customary indemnification provisions by the Miner Seller and Acquiror in favor of one another.

The foregoing description of the Miner Purchase Agreement is qualified by reference to the full text of the Miner Purchase Agreement, a copy of which is attached as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by this reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On September 18, 2025, the Company issued a press release regarding the closing of the Transaction. A copy of such press release is filed herewith as Exhibit 99.1 and is incorporated by reference.

The disclosure in this Item 7.01 (including the exhibit) shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act"), or otherwise subject to the liabilities of Section 18 of the Exchange Act, nor shall it be deemed incorporated by reference in any of the Company's filings under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent, if any, expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
4.1	Promissory Note, dated September 15, 2025
10.1	Loan Agreement Amendment, dated as of September 15, 2025, by and among the Company, LM Funding, LLC, US Digital Mining and Hosting Co., LLC, and SE & AJ Liebel Limited Partnership
10.2	Bitcoin Miner Purchase and Sale Agreement, dated as of September 16, 2025, by and between US Digital Mining Mississippi LLC and Greenidge Generation LLC
99.1	Press Released issued September 18, 2025
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

Forward-Looking Statements

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 by their nature address matters that are, to different degrees, uncertain, including information regarding the expected benefits to the Company and Acquiror from the Transaction and Miner Acquisition that may or may not be realized within the expected time periods. 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, 2024, 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.

LM Funding America, Inc

Date: September 18, 2025

By: /s/ Richard Russell
Richard Russell, Chief Financial Officer

Exhibit 4.1

PROMISSORY NOTE

$2,000,000.00 September 15, 2025

(the "Effective Date")

FOR VALUE RECEIVED, LM Funding America, Inc., a Delaware corporation (the "Borrower"), promises to pay to the order of SE & AJ Liebel Limited Partnership (the "Lender"), in the manner hereafter specified, the maximum principal sum of Two Million and 00/100 Dollars ($2,000,000.00), together with interest as provided below (the "Loan"). Principal and interest shall be paid in lawful money of the United States of America. This Promissory Note evidences the Loan indebtedness and is referenced hereunder as the "Note".

A. Commencing on the Effective Date, Interest shall accrue at a rate of 12% per annum.

B.Subject to the terms and conditions of the Loan Agreement as amended by the Amendment to Loan Agreement and Loan Documents of even date herewith (i) on the Effective Date, the Lender shall loan the sum of $1,300,000.00 to the Borrower and (ii) on October 15, 2025 (or other date reasonably agreed upon by the Lender and the Borrower) the Lender shall loan an additional amount of up to $700,000.00 as determined by the Borrower and approved by the Lender.

C.Beginning on October 15, 2025 and continuing on the last business day of each month thereafter until the Maturity Date (hereinafter defined), the Borrower shall make monthly payments of interest only on the then outstanding principal balance. The entire principal balance, together with accrued and unpaid interest, shall be payable in lawful money of the United States of America at the address of Lender on or before September 15, 2027 (the "Maturity Date")

Daily interest under this Note shall be computed on the basis of a 365-day year for the actual number of days elapsed. Any payment hereunder shall be applied first to accrued and unpaid interest, second to principal and the balance, if any, to unpaid fees.

Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the Loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Borrower may prepay all or any portion of the principal balance of the Loan. Borrower agrees not to send Lender payments marked "paid in full", "without recourse" or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to SE & AJ Liebel Limited Partnership at 1714 Independence Blvd, Sarasota, FL 34234.

This Note is secured by liens and security interests, and those liens and security interests, as well as other terms related to the Loan, are evidenced by a Loan Agreement of even date herewith (the "Loan Agreement"), a Pledge Agreement of even date herewith, a Security Agreement of even date herewith executed by Borrower in favor of Lender, Commercial Guarantees of even date herewith executed by each of LM Funding, LLC and US Digital Mining and Hosting Co., LLC, and Security Agreements of even date herewith executed by each of LM Funding, LLC and US Digital Mining and Hosting Co., LLC. This Note shall be governed by Florida law and venue shall be in Manatee County, Florida.

In addition to any rights of Lender under the Loan Agreement, the Pledge Agreement and other Loan Documents, Lender, upon the occurrence of an Event of Default (as defined in the Loan Agreement), may set off against the Loan any debt or claim owed by Lender in any capacity to each maker, endorser, accommodation party, guarantor or other obligor under this Note, whether or not due, upon written notice of the Event of Default to the Borrower.

Time is of the essence of this Note. If an Event of Default is not cured within the applicable cure period, Lender may, at Lender's option, accelerate this Note and declare the entire principal sum immediately due and payable, together with accrued interest and fees. If the Borrower or any endorser, accommodation party, guarantor, or other obligor under this Note becomes insolvent or bankrupt, or if any Borrower is dissolved, then Lender may immediately, at Lender's option and without notice (Borrower hereby expressly waives notice of default), accelerate this Note and declare the entire remaining principal sum immediately due and payable, together with accrued interest and fees. In addition, the entire principal amount, plus accrued interest shall be due and payable at the time of any transfer, sale, assignment or other type of disposition of, or at the time of any attachment of any encumbrance, lien or charge against, any portion of the property referenced in the Pledge Agreement, the Security Agreements and/or the Loan Agreement, unless Lender consents to the transfer or lien.

Upon the occurrence of an Event of Default, each party liable for the payment hereof, as maker, endorser, guarantor, or otherwise, shall pay Lender, in addition to the sums stated above, reasonable attorney's fees, which shall include attorney's fees for trial, appellate, bankruptcy, reorganization, and other proceedings, together with all other reasonable collection costs incurred, whether or not suit is brought. Immediately upon the occurrence of an event of default (without regard to any applicable notice and cure period), the Loan Obligations and any judgment entered on account of this Note, shall bear interest at the rate of 25% per annum or the maximum rate permitted by law. After a judgment is entered on account of this Note, the post-judgment interest rate shall be 25% per annum or the maximum rate permitted by law.

No delay or omission on the part of Lender in exercising any rights hereunder shall operate as a waiver of such right or of any other right under this Note.

So long as Lender has not exercised its right to accelerate as provided hereunder, in the event any periodic payment required under this Note is not received by Lender within three (3) days of the date when the payment is due, Borrower shall pay Lender a late charge of ten percent (10%) of the unpaid portion of the late payment. The parties agree that such charge is a fair and reasonable charge for late payment and shall not be deemed a penalty. Failure to exercise this option shall not constitute a waiver of the right to exercise the option in the event of any subsequent default.

Nothing contained herein, nor in any instrument or transaction related hereto, shall be construed or shall operate to require Borrower, or any person liable for payment of the Loan, to pay interest at a rate greater than the highest rate permissible under applicable law. Should any interest paid by Borrower or paid by any parties liable for the payment of the Loan, result in interest in excess of the highest rate permissible under applicable law, whether now or hereafter in effect, then any and all such excess shall be automatically credited against and paid in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by Lender hereof to Borrower and any parties liable for the payment of the Loan.

Each person liable hereon whether as maker, endorser, guarantor or otherwise waives presentment, demand and protest, and waives notice of protest, notice of dishonor and any other notice. Each maker or endorser expressly consents to any and all extensions, modifications and renewals, in whole or in part, including but not limited to changes in payment schedules and interest rates, and to all delays in time of payment or other performance which Lender may grant or permit at any time and from time to time, and to additions to, releases, reductions or exchanges of or substitutions for any collateral without limitation and without any notice to or further consent of any maker, endorser, guarantor, accommodation party or any other person.

This Note may only be assigned by the Lender with the consent of the Borrower. Written notice of such an assignment shall be given to Borrower and in the event of such an assignment, the assignee shall succeed to all of Lender's rights hereunder, as well as its duties, responsibilities and obligations.

For and in consideration of the funding of this Loan by Lender, Borrower hereby agrees to cooperate or to re-execute any and all loan documentation deemed necessary or desirable in the Lender's discretion, in order to correct or to adjust for any clerical errors or omissions contained in any document executed in connection with this Loan.

Whenever used herein, the terms “Lender” and “Borrower” shall be construed in the singular or plural as the context may require or admit.

[Execution Page Follows]

[Signature Page to Promissory Note]

Borrower has executed this Note as of the Effective Date.

LM Funding America, Inc., a Delaware corporation

By:/s/ Bruce Rodgers_____
Name: Bruce Rodgers
Title: Chief Executive Officer

State of
County of

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of September, 2025 by Bruce Rodgers as Chief Executive Officer of LM Funding America, Inc. He is personally known to me, or □ produced a valid _____ driver's license or □ _____ as identification.

(Seal)

Notary Public
My Commission Expires:

Exhibit 10.1

AMENDMENT TO LOAN AGREEMENT AND LOAN DOCUMENTS

THIS AMENDMENT TO LOAN AGREEMENT AND LOAN DOCUMENTS (this "Amendment") is made and entered into as of September15, 2025 (the "Effective Date") by and between LM Funding America, Inc. (the "Borrower"), LM Funding, LLC and US Digital Mining and Hosting Co., LLC (jointly and severally, the "Guarantors") and SE & AJ Liebel Limited Partnership, its successors and/or its assigns ("Lender"). In consideration of the mutual covenants and promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Loan Parties and Lender agree to the recitals, terms and conditions set forth below.

RECITALS

WHEREAS, the Borrower and the Guarantors (the "Loan Parties") and the Lender entered into that certain Loan Agreement dated August 6, 2024 (the "Loan Agreement") in connection with a Loan to the Borrower in the amount of $5,000.000.00 (the $5,000,000.00 Loan") that is evidenced by the a Promissory Note in favor of Lender (the $5,000,000.00). Capitalized terms not defined herein shall have the meaning assigned to such terms in the Loan Agreement.

WHEREAS, the Loan Parties and the Lender entered into certain other Loan Documents in connection with the Loan and the Loan Agreement including but not limited to the Note and the Security Documents.

WHEREAS, the Loan Parties and the Lender have agreed that the Lender shall make an additional loan to the Borrower in the amount of $2,000,000.00 (the "2,000,000.00 Loan") that is evidenced by $2,000,000.000 Promissory Note of even date herewith (the $2,000,000.00 Note"), secured by the Security Documents, and subject to the terms, conditions, covenants, representations and warranties of the Loan Agreement and other Loan Documents, as more particularly described in this Amendment.

WHEREAS, the Loan Parties and the Lender desire to modify the Loan Agreement and other Loan Documents to add the $2,000,000 Loan as a "Loan" to the Loan Agreement and other Loan Documents such that the $5,000,000.00 Loan and the $2,000,000.00 Loan are subject to the terms, conditions, covenants, representations and warranties of the Loan Documents including but not limited to the Loan Agreement, as modified by this Amendment.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Loan Parties and the Lender hereby agree to modify the Loan Agreement and the other Loan Documents as set forth below.

1. $5,000,000.00 Loan. The $5,000,000.00 Loan and the $5,000,000.00 Note remain in full force and effect, and the $5,000,000.00 Loan remains subject to the terms, conditions, covenants, representations and warranties of the Loan Documents including but not limited to the Loan Agreement.

2. $2,000,000.00 Loan. In addition to the $5,000,000.00 Loan, Lender has agreed to make the senior secured $2,000,000.00 Loan that is evidenced by the $2,000,000.00 Note. The proceeds of the $2,000,000.00 Loan will be used for acquisition of hosting sites and/or working capital. The Loan Parties and the Lender hereby agree that the $2,000,000.00 Note is subject to the terms and conditions of the Loan Agreement and other Loan Documents as amended hereby, and is secured, inter alia, by the Security Documents as amended herein.

3. Loan and Note. Without limiting Section 2 of this Amendment, the Loan Agreement and other Loan Documents are hereby amended to reflect that the $2,000,000.00 Note is hereby added to defined term "Note" and the $2,000,000.00 Loan is hereby added to the defined term "Loan". Except for references

to "Note" or "Loan" in each of the $5,000,000.00 Note or the $2,000,000.00 Note (which shall mean the Note and Loan identified in the applicable $5,000,000.00 Note or $2,000,000.00 Note), any and all references in the Loan Agreement and the other Loan Documents shall mean the $5,000,000.00 Loan and the $2,000,000.00 Loan and a total "Loan" amount of $7,000,000.00.

4. Definitions. The Loan Agreement definitions below are hereby amended to read in their entirety as set forth below.

(a) Section 2.9 "Default Floor" The FMV of the Bitcoin Pledged Collateral (hereinafter defined) is equal to 110% of the outstanding disbursed principal balance of the Loan or the immediately available cash in United States Dollars (USD) ("Cash") in the Borrower's financial institution accounts ("Cash Accounts") is $300,000.00.

(b) Section 2.19" "Loan" shall mean the $7,000,000,00 senior secured Loan (consisting of each of the $2,000,000.00 senior secured Loan and the $5,000,000.00 senior secured Loan), together with any and all amendments, extensions, renewals, replacements, substitutions, modifications and consolidations thereof.

(c) Section 2.23 "Note" shall mean the $5,000,000.00 Note and the $2,000,000.00 Note, together with any and all amendments, extensions, renewals, replacements, substitutions, modifications and consolidations thereof.

(d) Section 2.21 "Loan Obligations" shall mean all obligations which are due from Borrower to Lender under the Note (the $5,000,000.00 Note and the $2,000,000.00 Note) and the other Loan Documents, including, without limitation, principal, interest, advances, out of pocket costs of collection (including reasonable attorney's fees and other expenses), whether such amounts are now due or hereafter incurred, directly or indirectly, and whether such amounts are from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred.

5. Loan Agreement Section 3.6 $2,000,000.00 Loan Closing. A new Section 3.6 is hereby added to the Loan Agreement as set forth below.

Section 3.6. $2,000,000.00 Loan Closing and Bitcoin Pledged Collateral. Subject to all of the terms and conditions of the Loan Agreement as amended by this Amendment, the Lender agrees to make an additional loan to the Borrower in an amount equal to $2,000,000.00.

(a) The Lender shall disburse the sum of $1,300,000.00 (the "$1,300,000.00 Disbursement") of the $2,000,000.00 Loan on the $2,000,000.00 Loan Closing Date (hereafter defined). The $1,300,000.00 Disbursement minus (less) the additional Origination Fee of $26,000.00 and any and all other Lender fees, costs and/or expenses required to be paid by Borrower in connection with this Amendment and the transactions contemplated herein (the "Disbursement Balance Payment") shall be disbursed on the $2,000,000.00 Loan Closing Date. The "$2,000,000.00 Loan Closing Date" shall be no later than one (1) Business Day after the $1,300,000.00 Disbursement Verification Day. Lender and the Borrower shall agree upon the $2,000,000.00 Loan Closing Statement prior to the $2,000,000.00 Loan Closing Date. The Disbursement Balance Payment shall be disbursed to the Borrower's account (as agreed by the Lender and the Borrower prior to the $2,000,000.00 Loan Closing Date) using written wire instruction provided and confirmed by the Borrower. One (1) Business Day prior to the $2,000,000.00 Loan Closing Date (the "$1,300,000.00 Disbursement Verification Day"), the Bitcoin Pledged Collateral Account shall hold Bitcoins representing the Bitcoin Pledged Collateral with an aggregate FMV of no less than the Default Floor of 110% of the total outstanding Loan balance after the $1,300,000.00 Disbursement, which is equal

to $6,930,000.00 (as of the $1,300,000.00 Disbursement Verification Day). The Lender's obligation to make the $2,000,000.00 Loan including the $1,300,000.00 Disbursement on the $2,000,000.00 Loan Closing Date is subject to (i) the Bitcoin Pledged Collateral Account holding Bitcoin Pledged Collateral with an aggregate FMV of no less than the Default Floor of $6,930,000.00 and (ii) the Borrower's delivery of Cash Account information that confirms that the Cash in the Cash Accounts is no less than the Default Floor of $300,000.

(b) So long as there is no Borrower Event of Default, and the Lender has confirmed that the aggregate FMV of the Bitcoin Pledged Collateral is not less than the Default Floor of the Loan including the amount to be disbursed, the Lender shall disburse the additional sum of up to $$700,000.00 as determined by the Borrower and approved by the Lender (the "2nd Disbursement") on October 15, 2025 (or such other date reasonably agreed upon by the Lender and the Borrower) (the "2nd Disbursement Date").

6. Section 3.4(b). Replacement of Section 3.4(b). Section 3.4(b) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.4(b) If the FMV of the aggregate Bitcoin Pledged Collateral during any calendar quarter shall have an average FMV in excess of $7,700,000,000.00 (or $2,200,000 after the $5,000,000 Loan is repaid in full), Borrower shall be entitled to withdraw during the first ten (10) Business Days of the calendar quarter immediately following such calendar quarter an amount of Bitcoins from the Bitcoin Pledged Collateral Account equal to the difference between (i) the average FMV of the Bitcoin Pledged Collateral for such immediately ended calendar quarter and (ii) $7,700,000.00 (or $2,200,000 after the $5,000,000 Loan is repaid in full). If Borrower elects to make a withdrawal of Bitcoin Pledged Collateral pursuant to this Section 3.4, the Lender shall reasonably cooperate and provide all documentation and instructions required by the Bitcoin Pledged Collateral Custodian to facilitate such withdrawal. Notwithstanding anything to the contrary in this Agreement, the FMV of the Bitcoin Pledged Collateral in the Bitcoin Pledged Collateral Account and the Cash in the Cash Account must be greater than the Default Floor at all times.

7. Release. The Loan Parties hereby affirm and warrant that, as of the date hereof, no Loan Party has any setoff, defense, claim or counterclaim under or with respect to the Loan Documents, or otherwise with respect to the indebtedness evidenced thereby. The Loan Parties hereby release Lender from any and all claims, counterclaims, defenses, setoffs, demands, actions, causes of action and damages that the Loan Parties may have had, may now have, or may hereafter have against Lender arising on or before the date hereof, under, by reason of, or in connection with any conduct, course of dealing, statement, act or omission related to the Loan Documents, or any of the indebtedness evidenced thereby.

8. State Taxes. The Loan Parties are liable for the full amount of any documentary stamps, intangible tax, interest and penalties, if any, levied by the State of Florida incident to the $2,000,000.00 Loan transaction and modifications described in this Amendment. If the same be not promptly paid by the Loan Parties when levied by the State of Florida, Lender may (without obligation to do so) pay the same and add the amount of such payment to the Loan Obligations.

9. Consent and Waiver. The Loan Parties hereby agree that the execution of this Amendment shall in no manner or way whatsoever impair or otherwise adversely affect the Loan Parties' liability to Lender under the Loan Documents or any other instrument set forth in the Recitals or herein, all as modified by this Amendment.

10. Default Under Amendment. Any default under the terms and conditions of this Amendment shall be an Event of Default under the Loan Agreement.

11. Ratification. Except as modified by this Amendment, the Loan Parties hereby ratify and confirm the continued validity and viability of all terms, conditions and obligations set forth in the Loan Documents and all other instruments executed in connection with this Amendment, all as modified by this Amendment. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Loan Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower or the other Loan Parties that would require the waiver or consent of the Agent or the Lenders.

13. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or of the remaining provisions of this Amendment.

14. Florida Contract. This Amendment shall be deemed a Florida contract and shall be construed according to the laws of the State of Florida, regardless of whether this Amendment is executed by certain of the parties hereto in other states.

15. Time. Time is of the essence of this Amendment.

16. Binding Effect and Modification. This Amendment shall bind the successors and assigns to the parties hereto and constitutes the entire understanding of the parties, which may not be modified except in writing, executed by all parties hereto in the same form as this Amendment.

17. Other Terms. Except as specifically amended, modified and supplemented by this Amendment, all of the other terms, covenants and conditions of the Loan Agreement and other Loan Documents remain in full force and effect.

18. Representations and Warranties. The Loan Parties hereby represents and warrant to the Lender (before and after giving effect to this Amendment) that:

(a) Each Loan Party has the power and authority, and the legal right, to execute, deliver and perform this Amendment and, in the case of the Borrower, to obtain extensions of credit under the Loan Documents as amended by this Amendment.

(b) Each Loan Party has taken all necessary action to authorize the execution, delivery and performance of this Amendment and, in the case of the Borrower, to authorize the extensions of credit under the terms and conditions of the Loan Documents as amended by this Amendment.

(c) No consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other person is required in connection with this Amendment, the extensions of credit under the Loan Agreement as amended by this Amendment, or the execution, delivery, performance, validity or enforceability of this Amendment, or the performance, validity or enforceability of the Loan Agreement and Loan Documents, as amended hereby, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect.

(d) This Amendment has been duly executed and delivered on behalf of each Loan Party that is a party hereto. This Amendment is not intended to be a novation. This Amendment, the Loan Agreement and the Loan Documents, as amended hereby, constitute the legal, valid and binding obligations of each Loan Party and are enforceable against the each of the Loan Parties in accordance with their terms.

(e) Each of the representations and warranties made by each Loan Party herein or in or pursuant to the Loan Documents is true and correct on and as of the Effective Date as if made on and as of such date (except that any representation or warranty which by its terms is made as of an earlier date shall be true and correct as of such earlier date).

(f) No Default or Event of Default has occurred and is continuing, or will result from, this Amendment or any extension of credit under the Loan Documents as amended by this Amendment.

2. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Amendment by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Amendment electronically via email pdf or DocuSign shall be effective as delivery of an original executed counterpart of this Amendment.

3. Conditions Precedent. Without limiting any other contingencies in the Loan Documents as amended by this Amendment, the effectiveness of this Amendment is contingent upon the Loan Parties' delivery and the Lender's receipt of the following:

(a) This Amendment, duly executed and delivered by the Borrower and each of the Guarantors.

(b) A duly executed original $2,000,000.00 Note made payable to the Lender.

(c) Satisfactory evidence that all corporate and other proceedings that are necessary in connection with this Amendment have been taken to the Lender's satisfaction, and the Lender has received all such counterpart originals or certified copies of such documents as the Lender may request, including but not limited to Consents and Resolutions for the Borrower and each Guarantor.

(d) Intentionally Omitted.

(e) The Borrower has paid any and all fees, costs and expenses for incurred by Lender in connection with this Amendment and the transactions contemplated herein.

(f) The Lender has confirmed (i) that the Bitcoin Pledged Collateral Account is holding Bitcoin Pledged Collateral with an aggregate FMV of no less than the Default Floor of $6,930,000.00 and (ii) the Borrower has delivered Cash Account information that confirms that the Cash in the Cash Accounts is no less than the Default Floor of $300,000.

(g) Such other information and documents as may be required by the Lender in its sole discretion in connection with this Amendment and the transactions contemplated herein.

[Execution Page Follows]

Lender and the Loan Parties have executed this Amendment as of the Effective Date.

Lender:

SE & AJ Liebel Limited Partnership

By: /s/ Steven Liebel_____

Name: Steven Liebel

Title: General Partner

Borrower:

LM Funding America, Inc.

By:/s/ Bruce Rodgers_____

Name: Bruce Rodgers

Title: Chief Executive Officer

Lender and the Loan Parties have executed this Amendment as of the Effective Date.

Guarantors:

LM Funding, LLC

By: LM Funding America, Inc., its Manager

By:_/s/ Bruce Rodgers_____

Name: Bruce Rodgers

Title: Chief Executive Officer

US Digital Mining and Hosting Co., LLC

By: LM Funding America, Inc., its Manager

By:/s/ Bruce Rodgers_____

Name: Bruce Rodgers

Title: Chief Executive Officer

BITCOIN MINER PURCHASE AND SALE AGREEMENT

This **BITCOIN MINER PURCHASE AND SALE AGREEMENT** (together with all Schedules and Exhibits hereto which are incorporated herein by reference, this "**Agreement**"), dated as of September 16, 2025 (the "Effective Date"), is entered into by and between **US DIGITAL MINING MISSISSIPPI LLC,** a Mississippi limited liability company, with its mailing address at 1200 W. Platt Street, Tampa, Florida 33606 ("**Buyer**"), and **GREENIDGE GENERATION LLC,** a New York limited liability company, with its mailing address at 1159 Pittsford-Victor Road, Suite 240, Pittsford, New York 14534 ("**Seller**").

RECITALS:

WHEREAS, Buyer and Greenidge Mississippi LLC, a Mississippi limited liability company and an affiliate of Seller, have entered into an Asset Purchase Agreement ("**Asset Purchase Agreement**") on August 1, 2025;

WHEREAS, it is contemplated that Buyer shall purchase certain of an affiliate of Seller's real property, personal property and other assets (other than any Bitcoin miners) to be used for Bitcoin mining on the terms and conditions set forth in the Asset Purchase Agreement; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, certain Bitcoin miners owned by Seller on the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I
DESCRIPTION AND DELIVERY OF ASSETS

1.1 Purchased Assets. Subject to the terms of this Agreement, Buyer agrees to purchase the assets from Seller that shall be listed on Schedule 1 (the "Purchased Assets"). The Seller and the Buyer shall agree upon the Purchased Assets Schedule 1 after the Actual Hashrate testing on September 15, 2025 and initial such agreed upon Purchased Assets Schedule 1 (the "Final Purchased Assets Schedule 1"). Without limiting the foregoing, the Final Purchased Assets Schedule 1 shall not include any zero-hashing Bitcoin miners. The Final Purchased Assets Schedule 1 shall identify the "Purchased Assets", and the parties shall attach the Final Purchased Assets Schedule 1 to this Agreement as Schedule 1 and attach the Final Purchased Assets Schedule 1 to the Bill of Sale as Schedule 1.

1.2 Delivery of Purchased Assets. Buyer shall take possession of the Purchased Assets at 249 Datco Industrial Road, Columbus, Mississippi 39702, upon the Closing (as defined in Section 3.2 below).

1.3 Asset Purchase Agreement. The consummation of this Agreement is subject to the execution, delivery and consummation of the transactions contemplated by the Asset Purchase Agreement. This Agreement may be terminated, if the transactions contemplated by the Asset Purchase Agreement have not been consummated and the Asset Purchase Agreement has been terminated, in which case, either party hereto, in its sole discretion, may terminate this Agreement without further liability to the other party.

ARTICLE II
PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. Subject to the terms of this Agreement, Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, at the Closing (as defined in Section 3.2 below), all of Seller's right, title and interest to the Purchased Assets.

2.2 Conveyance of Purchased Assets. The Buyer and Seller shall enter into the Bill of Sale or other instruments of conveyance as shall be reasonably requested by Buyer for the transfer by Seller to Buyer of all of Seller's right, title

and interest in and to the Purchased Assets. The bill of sale to be signed by the Buyer and Seller shall be in the form as attached hereto as Exhibit A (the "**Bill of Sale**").

2.3 Warranty. At the Closing, and to the extent transferrable, Seller hereby transfers and assigns to Buyer any and all warranties with respect to the Purchased Assets provided by the manufacturers to Seller in connection with its original purchase of the Purchased Assets, subject to the relevant terms and conditions.

ARTICLE III
CONSIDERATION; CLOSING

3.1 Purchase Price. The purchase price (the "**Purchase Price**") for the Purchased Assets shall be calculated by multiplying (a) the Actual Hashrate (as such term is defined in Section 4.9 herein) by (b) the agreed-upon price per terahash in U.S. Dollars, as mutually agreed in writing by Buyer and Seller prior to the hashrate test described in Section 4.9 herein. The Buyer and the Seller mutually agreed in writing to the agreed-upon price of $2.30 per terahash on September 11, 2025.

3.2 Closing. The consummation of the transactions contemplated by this Agreement shall occur contemporaneously with the consummation of the transactions contemplated by the Asset Purchase Agreement (such time, the "**Closing**", and the date on which such Closing occurs, the "**Closing Date**"). On the Closing Date, Buyer and Seller shall execute and deliver the Bill of Sale and Buyer shall pay the Purchase Price to Seller via wire transfer to an account designated in writing by Seller.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller makes no representation or warranty whatsoever with respect to the Purchased Assets other than as expressly set out in this Agreement. By accepting this Agreement, Buyer acknowledges that it has not relied on any representation or warranty made by Seller, or any other person on Seller's behalf, other than as set out in this Agreement. Seller represents and warrants to Buyer as follows:

4.1 Organization and Good Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York. Seller has all requisite power and authority to own, occupy and operate the Purchased Assets. Seller is duly qualified to do business and is in good standing in all other jurisdictions in which the ownership of the Purchased Assets make such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the consummation of the transactions contemplated by this Agreement, taken as a whole.

4.2 Authority. Seller has all requisite power and authority to execute and deliver this Agreement and all agreements contemplated hereunder and to consummate the transactions contemplated hereunder. The execution, delivery and performance of the Agreement and all agreements contemplated hereunder, and the consummation of the transactions contemplated hereunder, have been duly and validly authorized by all necessary action on the part of Seller. The Agreement and all agreements contemplated hereunder will constitute, when executed and delivered, the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms, except that enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditor's rights generally and by principles of equity.

4.3 Effect of Agreement. The execution, delivery and performance of this Agreement and all agreements contemplated hereunder, and the consummation of the transactions contemplated hereunder, do not violate or result in a breach of the terms or provisions of, or constitute a default under, create a Lien under, or conflict with or result in the termination of, or require Seller to obtain any consent or approval under any agreements to which the Seller is bound, or the certificate of formation, governing documents or any documents comparable thereto or any amendments or modifications thereto of Seller.

4.4 Consents. All consents, approvals, authorizations, and other requirements that must be obtained or satisfied by Seller that are necessary for the execution of this Agreement, the agreements contemplated hereunder, and the consummation of the transactions contemplated hereunder, have been obtained and satisfied.

4.5 Title to Purchased Assets. Seller has good and marketable title to the Purchased Assets, and the right to transfer such title, free and clear of any and all Liens (hereinafter defined). The Purchased Assets shall be sold and conveyed to Buyer free and clear of all liens, charges, claims, counterclaims, rights of set off, rights of recoupment and similar rights, encumbrances, security interests, mortgages, pledges or other claims or interests of any nature (collectively, "**Liens**").

4.6 Taxes. All taxes owed by Seller in connection with the Purchased Assets have been paid and there are no Liens on the Purchased Assets in connection with, or otherwise related to, any failure to pay any tax.

4.7 Brokers. No finder, broker, agent or other intermediary has acted for or on behalf of the Seller in connection with the negotiation or consummation of this Agreement, and there are no claims for any brokerage commission, finder's fee or similar payment due from Seller.

4.8 Warranty. The Purchased Assets (i) are in good working order and condition (ordinary wear and tear excepted); and (ii) have been maintained in accordance with generally accepted industry practices.

4.9 Actual Hashrate Test. Seller warrants that the Purchased Assets, consisting of a fleet of Bitcoin miners, will be racked at the time of testing described herein. The actual hashrate of the Purchased Assets (as determined in accordance with this Section 4.9, the "**Actual Hashrate**") shall be determined as the total average hashrate produced by such fleet over one (1) four-hour testing period, conducted between 8:00 a.m. and 12:00 p.m., local time on September 15, 2025. In determining the Actual Hashrate of the Purchased Assets the Buyer must take into account the usual operating conditions for the Purchased Assets, and the manufacturer's recommended operating specifications. The tested units will be online prior to 8:00 a.m., local time, on the day of testing. Prior to Closing, Seller shall remove any Bitcoin miners that produce zero hashrate during the testing period, and such zero-hashing miners shall not be included in the Purchased Assets. The determination of the Actual Hashrate and the removal of zero-hashing miners shall be conducted in good faith, with both parties cooperating to ensure accurate results.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

5.1 Organization and Good Standing. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Mississippi.

5.2 Authority. Buyer has all requisite power and authority to execute and deliver this Agreement and all agreements contemplated hereunder, and to consummate the transactions contemplated hereunder. The execution, delivery and performance of the Agreement and all agreements contemplated hereunder and the consummation of the transactions contemplated hereunder have been duly and validly authorized by all necessary action on the part of Buyer. The Agreement and all agreements contemplated hereunder have been duly executed and delivered by Buyer and constitute or will constitute when executed and delivered valid and binding obligations of Buyer enforceable against Buyer in accordance with their terms, except that enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by principles of equity.

5.3 Effect of Agreement. The execution, delivery and performance of the Agreement and all agreements contemplated hereunder, and the consummation of the transactions contemplated hereunder do not violate or conflict with the charter or bylaws and any amendments or modifications thereto of Buyer.

5.4 Brokers. No finder, broker, agent or other intermediary has acted for or on behalf of Buyer in connection with the negotiation or consummation of this Agreement, and there are no claims for any brokerage commission, finder's fee or similar payment due from Buyer.

ARTICLE VI
CERTAIN COVENANTS AND UNDERSTANDINGS

6.1 Transfer Taxes. Any and all Transfer Taxes (as defined below) shall be borne by Seller. Seller shall timely and accurately file all necessary tax returns and other documentation with respect to Transfer Taxes (the "**Transfer Tax Returns**") and timely pay all such Transfer Taxes. If required by applicable law, Seller will join in the execution of any Transfer Tax Return. For purposes of this Agreement, "Transfer Taxes" means all sales (including bulk sales), use, transfer, recording, value added, ad valorem, privilege, documentary, gross receipts, registration, conveyance, excise, license, stamp or similar Taxes and fees arising out of, in connection with or attributable to the transactions effectuated pursuant to this Agreement.

6.2 Title and Risk of Loss. Seller and Buyer understand and agree that title to the Purchased Assets and the risk of loss with respect to the Purchased Assets shall pass from Seller to Buyer upon Closing.

6.3 Further Assurances. Seller shall, at any time on or after a Closing Date and at Seller's expense, execute, acknowledge and deliver all such further acts, deeds and instruments as may be reasonably required for the effective transfer to and possession by Buyer, or its successors or assigns, of any of the respective Purchased Assets.

ARTICLE VII
INDEMNIFICATION

7.1 Survival of Representations and Warranties. All representations, warranties, covenants and agreements set forth in this Agreement or in any other certificate or document delivered pursuant to this Agreement shall survive the Closing and for a period of one year (1) year, except for Section 4.9, which will expire at the Closing. No claim with regards to any representation, warranty, covenant or agreement set forth in or arising from this Agreement or in any other certificate or document delivered pursuant to this Agreement shall be brought or made after such one-year (1) year period.

7.2 Indemnification by Seller. Seller shall defend, indemnify, and hold harmless Buyer and its officers, agents, representatives, successors and assigns from and against any loss, damage, injury, settlement, judgment, award, fine, penalty, fee, charge, cost or expense (including interest, investigative expenses and costs of experts and other witnesses and reasonable attorneys' fees), and any claims or other liabilities or obligations (collectively, "**Losses**") arising from or related to (a) any misrepresentation or breach of any representation or warranty by Seller contained in this Agreement or any of the agreements contemplated hereunder; (b) the use, ownership, or operation by Seller of the Purchased Assets prior to the Closing; (c) Seller's breach or failure to perform any covenant, undertaking or other agreement contained in this Agreement; (d) any and all Taxes and assessments related to the Purchased Assets for periods prior to the applicable Closing Date(s); and (e) any liabilities, debts or obligations of Seller.

7.3 Indemnification by Buyer. Buyer shall defend, indemnify, and hold harmless Seller, its officers, agents, representatives, successors and assigns from and against any Losses arising from or related to (a) any misrepresentation or breach of any representation or warranty by Buyer contained in this Agreement or any of the agreements contemplated hereunder; (b) the use, ownership, or operation of the Purchased Assets by Buyer after the Closing Date; (c) Buyer's breach or failure to perform any covenant, undertaking or other agreement contained in this Agreement; and (d) any and all Taxes and assessments of Buyer on the Purchased Assets related to periods after the Closing Date applicable thereto.

7.4 Limitation on Liability. The maximum aggregate amount of all Losses for which Seller or Buyer shall be liable under this Agreement shall not exceed the Purchase Price.

7.5 No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no party shall, in any event, be liable to any other person for any consequential, incidental, indirect, special or punitive damages of such other person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof.

7.6 Fraud or Intentional Representation. Nothing in this Article VII shall be deemed to limit any claim(s) based upon fraud or intentional misrepresentation (but not, for the avoidance of doubt, claims for negligent misrepresentation).

7.7 Exclusive Remedy. This Article VII sets forth the entire liability and obligation of Seller and the sole and exclusive remedy for Buyer for any and all claims after the Closing for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement.

7.8 Pre-Closing Default.

(a) If the Closing does not occur at the time and in the manner provided in this Agreement due to the failure of Seller to comply with any of its material obligations under this Agreement or due to a material breach by Seller of its representations and warranties set forth in this Agreement (each, a "**Seller Default**"), Buyer shall have the right to: (i) terminate this Agreement by written notice to Seller and (ii) pursue an action for specific performance. The Seller acknowledges that irreparable damage would occur if Closing did not occur due to a Seller Default and that the Buyer shall be entitled to seek specific performance in addition to the other Buyer remedies specified herein.

(b) If the Closing does not occur at the time and in the manner provided in this Agreement due to the failure of Buyer to comply with any of its material obligations under this Agreement or due to a material breach by Buyer of its representations and warranties set forth in this Agreement (each, a "**Buyer Default**"), Seller shall have the right to terminate this Agreement.

ARTICLE VIII
MISCELLANEOUS

8.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.1). For the avoidance of doubt, "**Business Day**" means any weekday other than a weekday on which commercial banks located in New York, New York are closed for business:

If to Seller: Greenidge Generation LLC
c/o Greenidge Generation Holdings Inc.
1159 Pittsford-Victor Road, Suite 240, Pittsford, NY 14534
E-mail: jkovler@greenidge.com
Attention: Jordan Kovler

with a copy to: Greenidge Generation LLC
c/o Greenidge Generation Holdings Inc.
1159 Pittsford-Victor Road, Suite 240, Pittsford, NY 14534
E-mail: dirwin@greenidge.com
Attention: Dale Irwin

and a copy to: Greenidge Generation LLC
c/o Greenidge Generation Holdings Inc.
1159 Pittsford-Victor Road, Suite 240, Pittsford, NY 14534
E-mail: bmahmoud@greenidge.com
Attention: Bachar Mahmoud

If to Buyer: 1200 W. Platt St., Tampa, FL 33606
E-mail: TLiebel@LMFunding.com
Attention: Todd Liebel

with a copy to: 1200 W. Platt St., Tampa, FL 33606
E-mail: RDuran@LMFunding.com
Attention: Ryan Duran

and a copy to: McIntyre Thanasides Bringgold Elliott Grimaldi & Guito, P.A
1228 E. 7th Ave. Suite 100 Tampa, FL 33605
Attention: Blake D. Bringgold
E-mail: blake@mcintyrefirm.com

The above addresses may be changed by written notice to the other party in the manner provided above; however, that no notice of a change of address shall be effective until actual receipt of such notice.

8.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule of such jurisdiction.

8.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. Counterparts hereof which are transmitted by facsimile or electronic transmission shall be given identical legal effect as an original.

8.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by Seller or Buyer without the prior written consent of the non-assigning party. Any purported assignment without such consent shall be void.

8.5 Third Party Beneficiaries. None of the provisions of this Agreement or any document contemplated hereby is intended to grant any right or benefit to any person or entity which is not a party to this Agreement.

8.6 Headings. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of this Agreement and shall not in any way affect the meaning or interpretation of this Agreement.

8.7 Amendments; Waivers. This Agreement may not be amended, changed, supplemented or otherwise modified except by an instrument in writing signed on behalf of all of the parties hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.8 Confidentiality. The parties shall hold in strictest confidence any information and material which is related to either Buyer or Seller's business or is designated by either Buyer or Seller as proprietary and confidential, herein or otherwise. Seller further covenants not to disclose or otherwise make known to any individual or entity nor to issue or release for publication any articles or advertising or publicity matter relating to this Agreement in which the name of Buyer or any of its affiliates is mentioned or used, directly or indirectly, unless prior written consent is granted by the other party; provided, however, that either party shall be entitled to make any disclosures required as a public company under applicable law, regulation or stock exchange rule without any consent of the other party, including the filing of this Agreement as an exhibit thereto.

8.9 Severability. In the event that any provision in this Agreement shall be determined to be invalid, illegal or unenforceable, in any respect, the remaining provisions of this Agreement shall not be in any way impaired, and the illegal, invalid or unenforceable provision shall be fully severed from this Agreement and there shall be automatically added in lieu thereof a provision as similar in terms and intent to such severed provision as may be legal, valid and enforceable.

8.10 Entire Agreement. This Agreement and the Schedules and Exhibits hereto constitute the entire contract between the parties hereto pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings between the parties with respect to such subject.

8.11 Definitions. All capitalized terms that are not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

8.12 Fees and Expenses. Each party shall bear its own commissions, expenses and legal fees incurred on its own behalf with respect to this Agreement and the closing of the transactions contemplated hereby.

8.13 Arbitration. All disputes, controversies, or claims arising out of or relating to this Agreement or a breach of this Agreement shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("**AAA**") then in effect. There shall be one arbitrator, such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall be conducted in New York, New York. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Nothing herein shall prevent a party from seeking any provisional or equitable remedy (including, but not limited to, an injunction) from any court having jurisdiction over the parties and the subject matter of the dispute as is necessary to protect such Party's rights.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

SELLER: GREENIDGE GENERATION LLC

A New York limited liability company

_____
By: Dale Irwin
Its: President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

BUYER: US DIGITAL MINING MISSISSIPPI LLC

A Mississippi limited liability company

_____
By: Rick Russell
Its: CFO

EXHIBIT A

BILL OF SALE

THE STATE OF MISSISSIPPI §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LOWNDES §

THAT GREENIDGE GENERATION LLC, a New York limited liability company ("Seller"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Seller in hand paid by US DIGITAL MINING MISSISSIPPI LLC, a Mississippi limited liability company ("Purchaser"), the receipt of which is hereby acknowledged, has sold, conveyed, assigned and transferred unto Purchaser, and by these presents does hereby sell, convey, assign and transfer unto Purchaser all of its right, title and interest in and to the following described property, to-wit:

the Purchased Assets, as defined in the Bitcoin Miner Purchase and Sale Agreement, dated September 16 2025, by and between Seller and Purchaser (the "Agreement") that are identified in Bill of Sale Schedule "1" attached to this Bill of Sale.

TO HAVE AND TO HOLD the Purchased Assets unto Purchaser and Purchaser's successors and assigns forever.

The Seller represents and warrants that (i) the Seller has good and marketable title to the Purchased Assets and has the right to sell, convey, assign, transfer and deliver possession of the Purchased Assets to the Purchaser free and clear of all liens, charges, claims, counterclaims, rights of set off, rights of recoupment and similar rights, encumbrances, security interests, mortgages, pledges or other claims or interests of any nature and (ii) the Purchased Assets are in good working order and condition (ordinary wear and tear excepted) and have been maintained in accordance with generally accepted industry practices.

[signature page follows]

EXECUTED this 16th day of September, 2025.

SELLER:

GREENIDGE GENERATION LLC,
a New York limited liability company

By:
Name: Dale Irwin
Title: President

BILL OF SALE SCHEDULE 1

PURCHASED ASSETS

SCHEDULE 1

PURCHASED ASSETS

See Section 1.1 of this Agreement.

Exhibit 99.1

LM Funding America Closes Acquisition of 11 MW Site and Miners in Columbus Mississippi for $4.0 Million

Tampa, FL, September 18, 2025 – LM Funding America, Inc. (NASDAQ: LMFA) ("LM Funding" or the "Company"), a Bitcoin treasury and mining company, today announced that it has closed on the acquisition of an 11 MW Bitcoin mining facility in Columbus, Mississippi from Greenidge Generation Holdings, Inc. The acquisition includes both the site and approximately 7.5 MW or 157 PH/s of operational hashrate from ~2,300 Bitmain S19 series miners for total consideration of $4.0 million. This site comes with favorable power pricing of approximately $0.036/kWh.

"This Mississippi site adds 11 MW of Bitcoin mining capacity at an attractive price and is expected to increase our total owned capacity to 26 MW," said Bruce M. Rodgers, Chairman and CEO of LM Funding. "The acquisition fits perfectly with our strategy of buying smaller and undervalued power assets that larger operators often overlook. By securing scalable power in a new geographic region, we diversify our footprint, reduce single-site risk, and create a platform for accelerated miner deployment—all while adhering to our disciplined capital allocation framework and strengthening our Bitcoin treasury."

"We plan to fill the remaining capacity at the facility with a combination of existing miners and additional cost-effective miners while leveraging firmware optimizations that have improved margins at our Oklahoma site," added Ryan Duran, President of LM Funding's U.S. Digital Mining & Hosting Co. subsidiary. "We also expect the power pricing of approximately $0.036/kWh to lower our overall fleetwide average electricity price."

The acquisition was funded in part by a $1.3 million secured loan, and the remainder was from the use of existing liquid assets. Additional information regarding the acquisition is included in our Current Report on Form 8-K filed today.

About LM Funding America
LM Funding America, Inc. (Nasdaq: LMFA), operates as a Bitcoin treasury and mining company. The Company was founded in 2008 and is based in Tampa, Florida. The Company also operates a technology-enabled specialty finance business that provides funding to nonprofit community associations primarily in the State of Florida. For more information, please visit https://www.lmfunding.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 risks of operating in the cryptocurrency mining business, the risk that we will not realize the anticipated benefits from our acquisition of the Columbus, Mississippi facility, our limited operating history 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, the ability to finance our site acquisitions and cryptocurrency mining operations, the risks associated with allocating increased assets to our Bitcoin treasury operations and strategy, our ability to purchase Bitcoin at the prices we want and create positive BTC yield, the risks of investing in Bitcoin in general and Bitcoin's volatility, our ability to acquire new accounts in our specialty finance business at appropriate prices, changes in governmental regulations that affect our ability to collected 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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