

## **BINDING LETTER OF INTENT**

**DATE:** April 21, 2026

**PURCHASER:** BitFrontier Capital Holdings, Inc., a Wyoming corporation (OTCID: BFCH), doing business as UNLOCKD, Inc. (“Purchaser”)

**SELLERS:** VerdaGenix, LLC (“Sellers”)

**TARGET:** VerdaGenix, LLC (“the Company”)

**SUBJECT:** Proposed Acquisition of 100% of Membership Interests

---

### **1. TRANSACTION STRUCTURE**

Purchaser shall acquire one hundred percent (100%) of the issued and outstanding membership interests of VerdaGenix, LLC (the “Company”) from the Sellers, and the Company shall become a wholly owned subsidiary of Purchaser at Closing.

The parties acknowledge that the transaction is structured as an equity purchase in order to preserve the continuity of the Company’s existing operations, including its direct-to-consumer (“DTC”) infrastructure, digital assets, and customer relationships associated with the Ancient Extracts USA brand.

The parties agree that this structure is designed to maintain operational integrity and avoid disruption to ongoing commercial activities, including payment processing, digital marketing performance data, and supply chain continuity.

Notwithstanding the foregoing, Purchaser reserves the right to modify the structure of the transaction based on findings during due diligence, tax considerations, or legal requirements, subject to mutual written agreement of the parties in the definitive transaction documents.

### **2. PURCHASE PRICE & CONSIDERATION**

The total consideration for the transaction shall be \$490,000, consisting of equity in Purchaser, including the conversion of approximately \$225,000 of existing third-party debt of the Company into equity securities of Purchaser.

At Closing, Purchaser shall issue shares of its common stock to the Sellers in exchange for one hundred percent (100%) of the issued and outstanding membership interests of the Company.

The total number of shares to be issued, and the implied transaction value, shall be determined based on the valuation methodology agreed by the parties and shall be finalized and documented in the definitive Purchase and Sale Agreement.

Purchaser shall use commercially reasonable efforts to facilitate the conversion of such debt into shares of Purchaser’s common stock, plus 50% warrant coverage at a 20% discount to market

based on a 20 day VWAP (Volume Weighted Average Price), on terms acceptable to Purchaser and the applicable debt holders.

All shares issued in connection with the transaction shall be issued as restricted securities in reliance upon applicable exemptions from registration under the Securities Act of 1933, as amended, and shall be subject to applicable holding period and resale limitations under applicable securities laws.

No cash consideration shall be payable by Purchaser in connection with the transaction.

### **3. ASSUMPTION OF EXISTING UK OBLIGATIONS**

Purchaser acknowledges the existence of the existing binding Letter of Intent between VerdaGenix, LLC and Ancient Extracts UK. Subject to confirmation during due diligence of the scope, validity, and enforceability of such obligations, Purchaser shall cause the Company to honor any surviving obligations thereunder following Closing, to the extent specifically identified in the definitive transaction documents.

### **4. EQUITY ISSUANCE AND LIQUIDITY**

The parties acknowledge that the consideration payable in connection with the transaction shall consist of equity securities of Purchaser, which may include restricted common stock or other equity or equity-linked securities, including, without limitation, preferred stock, options, warrants, or similar instruments, as may be determined by Purchaser and set forth in the definitive transaction documents.

All securities issued in connection with the transaction shall be issued as restricted securities in reliance upon applicable exemptions from registration under the Securities Act of 1933, as amended, and shall be subject to applicable holding period and resale limitations, including those under Rule 144. Purchaser shall take all commercially reasonable efforts to meet the Rule 144 current public information requirement.

Purchaser shall use commercially reasonable efforts to evaluate and, where appropriate, pursue potential strategies to enhance liquidity for its securities, which may include, without limitation, the filing of a registration statement on Form S-1, qualification under Regulation A, or other available mechanisms.

Any such actions shall be subject to market conditions, regulatory considerations, and internal approvals, and Purchaser shall have no obligation to complete any such transaction or process.

The Sellers acknowledge and agree that there can be no assurance as to the timing, structure, or completion of any liquidity event, and that they are acquiring the securities for investment purposes and not with a view to immediate resale.

The Sellers further acknowledge that Purchaser has made no representation or warranty regarding the future value, market price, liquidity, or availability of any resale exemption with respect to its securities.

## **5. MANAGEMENT & EMPLOYMENT**

As part of the transaction, John P. Gorst shall join Purchaser's executive management team following Closing in a role to be set forth in a mutually agreed employment or consulting agreement.

Purchaser and John Gorst shall negotiate in good faith and execute such employment or consulting agreement in connection with Closing.

Purchaser may also elect to enter into employment or consulting arrangements with additional members of the Company's management team on terms to be mutually agreed.

The scope, duration, duties, and compensation associated with such arrangements shall be set forth in separate definitive agreements.

## **6. MUTUAL DUE DILIGENCE**

The proposed transaction is subject to a mutual due diligence period of thirty (30) days from the date of this Letter of Intent, unless extended by mutual written agreement.

Purchaser's due diligence shall include, but not be limited to, review of the Company's financial performance, including Shopify and other e-commerce platform data, tax compliance, inventory, supply chain, intellectual property ownership, and digital asset control.

Sellers' due diligence shall include review of Purchaser's OTC Markets reporting status, public disclosures, capitalization structure, and the characteristics and trading dynamics of Purchaser's common stock.

Each party agrees to cooperate in good faith and provide reasonable access to information necessary to complete such due diligence. Each party shall proceed in good faith and use commercially reasonable efforts to complete its due diligence review within such period.

## **7. FINANCING AND CAPITAL STRATEGY**

In connection with the transaction, Purchaser expects to close a financing aligned with the acquisition in order to support inventory expansion, marketing scale, and new product development for the Company following Closing.

The structure, amount, timing, and terms of such financing shall be determined by Purchaser in its sole discretion and shall remain subject to market conditions, regulatory considerations, and internal approvals.

Management believes aligning capital formation with revenue-generating assets is a key driver of scalable growth across the UNLOCKD platform.

The parties acknowledge that the execution and delivery of this Letter of Intent is not conditioned upon the prior closing of such financing unless otherwise expressly stated in the definitive transaction documents.

## **8. CONDITIONS TO CLOSING**

The obligations of the parties to consummate the Closing are subject to satisfaction or written waiver of the following conditions:

- **Physical Inventory True-Up:** A physical count of all finished goods, raw materials, and WIP shall be conducted within seventy-two (72) hours prior to Closing. Inventory shall be valued based on mutually agreed methodologies reflecting landed cost. Any adjustment to the Purchase Price shall be made on a dollar-for-dollar basis relative to a mutually agreed target value. Any disputes shall be resolved by a mutually agreed independent third party.
- **Digital Handover:** Verification of "Admin" status transfer for the Shopify storefront, Meta/TikTok Business Centers, and continuity of Merchant IDs.
- **Definitive Documents:** Execution and delivery of the Purchase and Sale Agreement and related closing documents.

## **9. EXCLUSIVITY**

In consideration of the time, expense, and resources to be incurred by Purchaser in connection with the transaction, Sellers agree that for a period ending on the earlier of (i) July 1, 2026, and (ii) the termination of this Letter of Intent in accordance with its terms, Sellers shall not, directly or indirectly, solicit, encourage, negotiate, or enter into any alternative proposal, offer, letter of intent, agreement in principle, or definitive agreement involving the sale of the Company or its assets or equity, other than in response to unsolicited inquiries not initiated by the Sellers, provided that Sellers shall promptly notify Purchaser of any such inquiry.

## **10. BINDING EFFECT; DEFINITIVE DOCUMENTATION; EXPIRATION**

**Binding Effect:** This Letter of Intent is intended to be a binding agreement of the parties solely with respect to Sections 9, 12 and 13.

**Definitive Documentation:** The parties shall negotiate in good faith and use commercially reasonable efforts to execute and deliver a definitive Purchase and Sale Agreement and related closing documents as promptly as practicable, which documents shall be consistent in all material respects with the terms set forth in this Letter of Intent.

**Further Assurances:** Each party agrees to take such further actions and execute such additional documents as may be reasonably necessary to carry out the intent of this Letter of Intent and consummate the transaction contemplated hereby.

**Expiration:** If the Purchase and Sale Agreement and related closing documents have not been executed by July 1, 2026, this Letter of Intent may be terminated by either party upon written notice to the other party, unless extended in writing by mutual agreement of the parties.

## **11. SEC COMPLIANCE**

**Securities Law Compliance:** The Sellers acknowledge that they may receive material non-public information concerning Purchaser. Sellers agree to maintain the confidentiality of such information and to comply with all applicable securities laws, including restrictions on trading while in

possession of such information, until such information has been publicly disclosed by Purchaser in accordance with applicable law.

Sellers further agree to provide such financial information and cooperation as may be reasonably required for Purchaser to comply with its disclosure and reporting obligations in connection with the transaction.

## **12. GOVERNING LAW**

This Letter of Intent shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict of law principles.

## **13. CONFIDENTIALITY**

The parties agree to keep the existence and terms of this Letter of Intent and all non-public information exchanged in connection with the transaction confidential, except as required by applicable law, including Purchaser's obligations to publicly disclose material information under federal securities laws and OTC Markets requirements.

**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURES**

**Purchaser:** Jordan P. Balencic D.O.

*Jordan P. Balencic, D.O. – Chairman & CEO  
BitFrontier Capital Holdings, Inc. (OTCID: BFCH) d/b/a UNLOCKD, Inc.*

**Date:** 04/21/2026

**Seller:** [Signature]

*John P. Gorst – Manager Partner  
VerdaGenix, LLC*

**Date:** 04/21/2026

## **Exhibit A: Required DTC Operational Assets**

*The following assets must be maintained within VerdaGenix, LLC at the time of the Stock Purchase to ensure zero downtime for the Ancient Extracts USA brand.*

### **1. E-Commerce & Web Presence**

- **Primary Storefront:** Full administrative ownership of the Ancient Extracts USA Shopify Store.
- **Domain Portfolio:** All related URLs (.com, .co, .net) and SSL certificates.
- **App Ecosystem:** Active accounts for Recharge (subscriptions), Klaviyo (email), and Okendo (reviews).

### **2. Digital Marketing & Tracking Data**

- **Meta Business Suite:** Full "Admin" access to the Facebook/Instagram pages and the High-Value Pixel (historical conversion data).
- **TikTok For Business:** Ownership of the TikTok ad account and Spark Ads history.
- **Google Ads/Analytics:** Full history of Search/Display campaigns and GA4 property data.

### **3. Supply Chain & Intellectual Property**

- **Product Formulations:** Written specifications and "Certificate of Analysis" (COA) history for all Gold Grade Shilajit products.
- **Sourcing Contracts:** Active agreements with raw material harvesters and glass/packaging manufacturers.
- **Inventory:** A minimum level of "Ready to Ship" finished goods and raw material safety stock to be mutually agreed by the parties based on historical sales data and operational requirements, as determined during due diligence and set forth in the definitive transaction documents.

### **4. Financial & Merchant Infrastructure**

- **Merchant IDs (MIDs):** Uninterrupted access to Shopify Payments or third-party gateways.
- **Banking:** Continuity of the primary operating account to avoid "re-verifying" payment links with vendors.
- **Customer List:** 100% ownership of the opted-in email and SMS database (GDPR/CCPA compliant).

## Exhibit B: Conditions to Closing

The obligation of the Sellers and the Purchaser (BFCH) to consummate the Stock Purchase is subject to the following additional conditions:

### 1. Final Inventory Count & "True-Up."

- **Physical Inspection:** No later than **[48–72] hours prior to the Closing Date**, a physical count of all finished goods, raw materials, and work-in-progress (WIP) shall be conducted at the Company's 3PL warehouse(s).
- **Valuation Basis:** Inventory shall be valued at **Landed Cost** (Manufacturer Invoice + Shipping + Duties).
- **Purchase Price Adjustment:** If the final inventory value deviates by more than **[10] %** from the target cost of inventory in the amount of **(\$28,689.00)**, the Purchase Price shall be adjusted upward or downward on a dollar-for-dollar basis.
- **Verification:** Representatives from both the Sellers and the Purchaser (or a mutually agreed-upon third party) must sign off on the final inventory manifest.

### 2. Finalization of the Capitalization Table

- **Certified Equity Split:** Delivery of a certified capitalization table reflecting the ownership of VerdaGenix, LLC membership interests, to be determined by the parties and finalized in the definitive transaction documents.
- **Debt Satisfaction:** Evidence that the **\$225,000** in Company debt has been formally scheduled for conversion into BFCH shares.

### 3. Assumption of the UK Binding LOI

- **Execution of Joinder/Assumption:** BFCH shall deliver a signed agreement formally assuming the obligations of the existing binding LOI between VerdaGenix, LLC, and Ancient Extracts LTD. UK.

### 4. Digital Asset "Handover" Verification

- **Shopify Admin Rights:** Primary Ownership of the Ancient Extracts USA store must be transferred to a BFCH-designated account.
- **Meta Business Manager:** Verification that the **Ancient Extracts USA Pixel** and all historical ad data are contained within the Company entity being purchased.
- **Merchant ID Continuity:** Written confirmation that the "Change of Control" has been noted by the payment processor to ensure uninterrupted cash flow.

### 5. SEC & Registration Readiness

- **Board Approval:** BFCH shall provide corporate resolutions authorizing the transaction.
- **Liquidity Consideration:** Acknowledgment that Purchaser may, in its sole discretion, evaluate potential strategies to enhance liquidity for the shares issued in the transaction, consistent with Section 4 of this Letter of Intent.