

**SUBSCRIPTION AND CONVERTIBLE
DEBENTURE AMENDING AGREEMENT**
(“Amending Agreement”)

THIS AGREEMENT is dated effective May 01, 2023 (the “**Effective Date**”)

BETWEEN:

BITCOIN WELL INC.
(“**Bitcoin Well**”)

- and -

BEYOND THE RHODE CORP.
(the “**Holder**”)

RECITALS:

- A. Bitcoin Well and the Holder are parties to a Subscription Agreement for 10% Secured Convertible Debentures dated February 23, 2022 (the “**Debenture**”);
- B. The Holder and Bitcoin Well wish to amend the Debenture on the terms and conditions set forth in this Amending Agreement.

THEREFORE, in consideration of \$1.00 paid by each party to the others, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. That Capitalized terms used but not defined in this Amending Agreement shall have the meanings ascribed to them in the Agreement.
- 2. All terms in this Amending Agreement are contingent upon approval by the required regulatory bodies.
- 3. That title of the Debenture be changed from “10% Secured Convertible Debenture” to “Secured Convertible Debenture”.
- 4. That Schedule A of the Debenture is amended as follows:
 - (a) Section 1.1 (p) shall be replaced with:

““Conversion Price” means \$0.25 per Common Share, subject to adjustment pursuant to the terms hereof”;
 - (b) Section 1.1 (r) shall be replaced with:

““Debenture” means this Secured Convertible Debenture, as supplemented, amended, restated, replaced or otherwise modified from time to time;”
 - (c) Section 1.1 (aa) shall be replaced with:

“Maturity Date” means the **fifth** anniversary of the Issue Date of the Amending Agreement, as such date may be extended pursuant to and in accordance with Section 3.2(b);
 - (c) Section 3.1 (a) shall be replaced with:

“The Principal Amount from time to time outstanding hereunder shall bear interest both before and after maturity, default and judgment from and including the Issue Date to the date of repayment in full at the rate of Canadian Western Bank (CWB) Prime Rate + 6.2% per annum, compounded annually, payable monthly in arrears, not to exceed 24% annually. On the first Business Day of each month and on the Maturity Date, all accrued and unpaid interest hereunder shall be paid in cash by the Corporation (less any applicable withholding tax).”

5. That all other terms of the Debenture remain in full force and effect and are unamended as of the date hereof. This Amending Agreement and the Debenture shall be read together, and in the event of any conflict between the two documents, this Amending Agreement shall prevail only to the extent necessary to resolve any conflict.
6. This Amending Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. The terms of this Amending Agreement are subject to Regulatory Approval.
8. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
9. This Amending Agreement may be executed and delivered by electronic means and in counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BITCOIN WELL INC.

[Redacted - Signature]

BEYOND THE RHODE CORP.

[Redacted - Signature]