

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	X	
	:	Chapter 11
	:	
RUNITONETIME LLC, <i>et al.</i> ,	:	Case No. 25-90191 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**DECLARATION OF ERIC PERSSON IN SUPPORT OF THE
PROPOSED SALE OF THE POKERCO ASSETS**

I, Eric Persson, declare under penalty of perjury as follows:

1. I am the manager of Maverick Gaming LLC, a Nevada limited liability company (“**Buyer**”). I submit this declaration on behalf of Buyer and in support of the proposed sale by the Debtors of certain assets (the “**PokerCo Assets**”) to Buyer (the “**Sale**”) pursuant to the Debtors’ motion [Docket No. 93] (the “**Sale Motion**”), the Court’s order approving bidding procedures for such sale [Docket No. 178] (the “**Bidding Procedures Order**”), and the Debtors’ notice designating Buyer as the successful bidder for the PokerCo Assets [Docket No. 469].

2. All facts set forth in this declaration are based upon my personal knowledge. If called upon to testify, I could and would testify competently to the facts set forth in this declaration.

3. Neither Buyer nor I controlled or exerted undue influence over the Debtors with respect to the Sale or the APA (as defined below). Neither Buyer nor I engaged in any collusion or fraudulent conduct with respect to the bidding on or potential sale of the PokerCo Assets.

¹ A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/RunItOneTime/>. The Debtors’ mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

Neither Buyer nor I engaged in any negotiations with, and have no understandings or agreements with, other potential bidders with respect to the PokerCo Assets.

4. Buyer and the Debtors, through their respective agents and representatives, engaged in extensive arms'-length and good faith negotiations with respect to the proposed sale, ultimately resulting in a stalking horse asset purchase agreement executed by Buyer and the Debtors on September 4, 2025, a copy of which has been filed as Exhibit 1 to Docket No. 271. This agreement was subsequently amended (as amended, the "**APA**") to reflect certain comments from the Official Committee of Unsecured Creditors and an increased Base Purchase Price (as defined in the APA) after a competitive auction held on September 19, 2025 in accordance with the Bidding Procedures Order. A true and correct copy of the APA has been filed as Exhibit 1 to the proposed order approving the Sale (the "**Sale Order**").

5. Buyer is entering into this transaction in reliance on, and subject to, the findings and other provisions of the Sale Order, including but not limited to that creditors have received sufficient notice of the Sale, that Buyer is not a continuation or a successor of the Debtors, that Buyer has no successor liability for claims against the Debtors under any theory, that Buyer is entitled to the good faith protections available under the Bankruptcy Code, and the prohibition against the assertion of such claims against Buyer.

6. For the avoidance of doubt and without limiting the foregoing, Buyer would not have agreed to acquire, and does not agree to acquire, any assets from the Debtors without the sale of such assets by the Debtors being free and clear of all interests, rights, obligations, restrictions, debts, encumbrances, options, judgments, liabilities, liens (as such term is defined in section 101(37) of the Bankruptcy Code), or claims (as such term is defined in section 101(5) of the Bankruptcy Code) of any kind, nature or description in, against or relating to the Debtors or their

assets, except for the Permitted Liens or Assumed Liabilities (each as defined in the APA), whether direct or indirect, absolute or contingent, choate or inchoate, fixed or contingent, matured or unmatured, liquidated or unliquidated, arising under or imposed by agreement, law, equity or statute, including without limitation under any theory of successor or transferee liability arising from or relating to such assets, in each case having arisen or accrued or otherwise existing as of the closing of the Sale to Buyer, or if Buyer would, or in the future could, be liable for any such claims or interests, all as further set forth in the proposed Sale Order.

7. Buyer is ready and able to close the Sale and perform its obligations under the APA and any Assigned Contracts. I am familiar with the PokerCo Assets and have substantial experience working with regulatory authorities and operating cardrooms in the relevant market. In my opinion, Buyer has more than sufficient cash resources, including committed equity financing, to satisfy all closing conditions and requirements, including all cure obligations. Buyer will be able to pay its debts as they come due and perform its obligations in the ordinary course after closing.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 23, 2025

/s/ Eric Persson
Eric Persson
Manager
Maverick Gaming LLC