



Court File No. CL-26-00000234-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

JUSTICE W.D. BLACK

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FRIDAY, THE 22ND DAY

OF MAY, 2026

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF BITCOIN DEPOT INC., MINTZ ASSETS, INC., MCA SERVICES GROUP, LLC, LUX VENDING KIOSK, LLC, KUTT, INC., KIOSK TECHNICIANS, LLC, KIOSK HOLDCO LLC, INTUITIVE SOFTWARE LLC, DIGITAL GOLD VENTURES INC., CASH RAMP LLC, BTM INTERNATIONAL HOLDINGS II LLC, BTM INTERNATIONAL HOLDINGS 1 LLC, BT HOLDCO LLC, BCD MERGER SUB LLC, BITCOIN DEPOT OPERATING LLC, EXPRESS VENDING INC. AND BITACCESS INC.

APPLICATION OF BITCOIN DEPOT INC. UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AMENDED

Applicant

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION, made by Bitcoin Depot Inc., in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") of Bitcoin Depot Inc., Mintz Assets, Inc., MCA Services Group, LLC, Lux Vending Kiosk, LLC, Kutt, Inc., Kiosk Technicians, LLC, Kiosk HoldCo LLC, Intuitive Software LLC, Digital Gold Ventures Inc., Cash Ramp LLC, BTM International Holdings II LLC, BTM International Holdings 1 LLC, BT HoldCo LLC, BCD Merger Sub LLC, Bitcoin Depot Operating LLC, Express Vending Inc. and BitAccess Inc. (collectively, the "**Chapter 11 Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Thomas Studebaker sworn May 21, 2026, and the Pre-Filing Report of Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as the proposed information officer, dated May 22, 2026, filed, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Foreign Representative, counsel for A&M and those other parties that were present and wished to be heard, and on reading the consent of A&M to act as the information officer:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

INITIAL RECOGNITION ORDER

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) dated as of May 22, 2026 (the “**Recognition Order**”).

3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders (collectively, the “**Foreign Orders**”) of the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**U.S. Bankruptcy Court**”) made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Order (I) Authorizing Bitcoin Depot Inc. to Act as Foreign Representative, and (II) Granting Related Relief;*
 - (b) *Interim Order (I) Authorizing the Debtors to (A) Maintain their Cash Management System, (B) Continue Using Existing Business Forms, and (C) Continue Intercompany Transfers, (II) Providing Administrative Expense Priority Status for Postpetition Intercompany Claims, (III) Extending Time To Comply With Section 345(B) of the Bankruptcy Code, (IV) Waiving Compliance with Certain of the U.S. Trustee's Operating Guidelines and (V) Granting Related Relief;*
 - (c) *Interim Order (I) Authorizing the Debtors to Pay (A) Critical Vendors, (B) Lien Claimants, and (C) Foreign Vendors; and (II) Granting Related Relief;*
 - (d) *Amended Order Directing Joint Administration of the Debtors' Chapter 11 Cases;*
 - (e) *Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs; and (II) Granting Related Relief;*
 - (f) *Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing on the Motion, and (V) Granting Related Relief (the "Interim Cash Collateral Order"); and*
 - (g) *Order Authorizing the Appointment of Kroll Restructuring Administration LLC as Claims, Noticing, and Solicitation Agent;*
- (copies of which are attached as **Schedules "A" to "G"** hereto, respectively);

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that A&M is hereby appointed as an officer of this Court (in such capacity, the "**Information Officer**"), with the powers and duties set out herein and in any other Order made in these proceedings.

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY

6. **THIS COURT ORDERS** that until such date as this Court may order (the "**Stay Period**") no proceeding or enforcement process in any court or tribunal in Canada (each, a

“**Proceeding**”) shall be commenced or continued against or in respect of the Chapter 11 Debtors, or their employees or representatives acting in such capacities, or affecting their business (the “**Business**”), or (a) the current or future assets, undertakings and properties of every nature and kind whatsoever and wherever situated, including all proceeds thereof, of Digital Gold Ventures Inc., BitAccess Inc. and Express Vending Inc. (collectively, the “**Canadian Debtors**”); or (b) the current or future assets, undertakings and properties of every nature and kind whatsoever and located in Canada, including all proceeds thereof, of the other Chapter 11 Debtors (collectively, with the Canadian Property, the “**Property**”), except with the written consent of the Chapter 11 Debtors and the Information Officer or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities or person (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any of the Chapter 11 Debtors or their employees or representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the consent of the applicable Chapter 11 Debtor and the Information Officer or leave of this Court, provided that nothing in this Order shall (a) prevent the assertion of or the exercise of rights and remedies outside of Canada; (b) empower any Chapter 11 Debtor to carry on any business in Canada which that Chapter 11 Debtor is not lawfully entitled to carry on; (c) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA; (d) prevent the filing of any registration to preserve or perfect a security interest; or (e) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by any of the Chapter 11

Debtors and affecting the Business or Property, except with the written consent of the applicable Chapter 11 Debtor and the Information Officer, or with leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including, without limitation, all licensing arrangements, manufacturing arrangements, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, fuel, maintenance, customs broker services or other services provided in respect of the Property or Business of any of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Chapter 11 Debtors, and that each of the Chapter 11 Debtors shall be entitled to the continued use in Canada of their current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court at such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Chapter 11 Debtors, to the extent that is necessary to perform its duties arising under this Order; and
- (d) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Chapter 11 Debtors and the Foreign Representative shall (a) advise the Information Officer of all material steps taken by the Chapter 11 Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding; (b) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations; and (c) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (a) shall post on the Case Website (as defined below) all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time; and (b) may post on the Case Website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Chapter 11 Debtor with information provided by the Chapter 11 Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Chapter 11 Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Chapter 11 Debtors may agree.

17. **THIS COURT ORDERS** that Osler, Hoskin & Harcourt LLP, as Canadian counsel to the Chapter 11 Debtors (“**Canadian Counsel**”), the Information Officer and legal counsel to the Information Officer, shall be paid by the Chapter 11 Debtors their reasonable and documented fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges as agreed to by the Chapter 11 Debtors unless otherwise ordered by the Court on the passing of accounts. The Chapter 11 Debtors are hereby authorized and directed to pay the accounts of Canadian Counsel, the Information Officer and legal counsel for the Information Officer on a bi-weekly basis or on such terms as such parties may agree and to pay retainers to the Information Officer and its legal counsel in the aggregate amount of US \$150,000. The accounts of Canadian Counsel, the Information Officer and counsel to the Information Officer shall not be subject to approval in the Foreign Proceeding.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and

its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that Canadian Counsel, the Information Officer and legal counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of US \$750,000 as security for their reasonable and documented professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 24 and 26 hereof.

DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Canadian Debtors shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of any of the Canadian Debtors after the commencement of the within proceedings (including, for greater certainty, any applicable obligations and liabilities of the directors and officers for wages, vacation pay or termination or severance pay due to employees of the Canadian Debtors, whether or not any such employee was terminated prior to or after the commencement of these proceedings), except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Canadian Debtors shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of US \$150,000, as security for the indemnity provided in paragraph 20 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 24 and 26 hereof.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge; and (b) the Canadian Debtors’ directors and officers shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage

under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

INTERCOMPANY CHARGE

23. **THIS COURT ORDERS** that any Chapter 11 Debtor that has provided services or lent money to or borne costs of, any of the Canadian Debtors or any combination of them (each an "**Intercompany Claim**") that has Property, shall be entitled to the benefit of and is hereby granted a charge (the "**Intercompany Charge**") on such Property of such Canadian Debtor, as security for its Intercompany Claim that arose or arises on or after the date hereof; provided that, such services, transfers or costs are made in the ordinary course of business consistent with the Chapter 11 Debtors' past practices or otherwise approved by this Court. The Intercompany Charge shall have the priority set out in paragraphs 24 and 26 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

24. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge and the Intercompany Charge (collectively, the "**Charges**"), as among them, shall be as follows:

- (a) First – Administration Charge (to the maximum amount of US \$750,000);
- (b) Second – Directors' Charge (to the maximum amount of US \$150,000); and
- (c) Third – Intercompany Charge.

25. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

26. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens,

charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

27. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Chapter 11 Debtors shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Charges, unless the Chapter 11 Debtors also obtain the prior written consent of the beneficiaries of the Charges (collectively, the “**Chargees**”).

28. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any Chapter 11 Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (i) the creation of the Charges shall not create or be deemed to constitute a breach by a Chapter 11 Debtor of any Agreement to which it is a party;
- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (iii) the payments made by the Chapter 11 Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

29. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Chapter 11 Debtor's interest in such real property leases.

SERVICE AND NOTICE

30. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, R.R.O. 1990. Reg 194 (the "**Rules of Civil Procedure**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(1)(d) of the Rules of Civil Procedure and paragraph 13 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a case website for these proceedings shall be established with the following URL: www.alvarezandmarsal.com/BitcoinDepot (the "**Case Website**").

31. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors at their respective addresses (including e-mail addresses) as last shown in the books and records of the applicable Chapter 11 Debtor and that any such service or distribution shall be deemed to be received (a) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission, (b) in the case of delivery by prepaid ordinary mail, on the third business day after mailing, and (c) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

32. **THIS COURT ORDERS** that any distribution or service in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements

within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

33. **THIS COURT ORDERS** that the Information Officer shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the “**Service List**”). The Information Officer shall post the Service List, as may be updated from time to time, on the Case Website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Information Officer shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

GENERAL

34. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

35. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Chapter 11 Debtor, the Business or the Property.

36. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative, and the Information Officer and their counsel and respective agents in carrying out the terms of this Order.

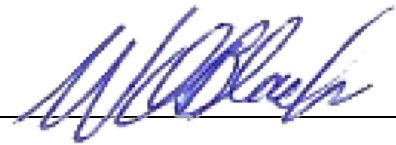
37. **THIS COURT ORDERS** that each of the Chapter 11 Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered

to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

38. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the U.S. Bankruptcy Court and attached as **Schedule “H”** hereto, are hereby adopted by this Court for the purposes of these recognition proceedings.

39. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days’ notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

40. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this Order without the need for entry or filing of this Order.



SCHEDULE "A"
Foreign Representative Order

ENTERED

May 19, 2026

Nathan Ochsner, Clerk

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

In re:)	
	)	Chapter 11
)	
BITCOIN DEPOT INC., <i>et al.</i>,	)	Case No. 26–90528 (CML)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	RE: Docket No. 10

**ORDER (I) AUTHORIZING BITCOIN DEPOT INC. TO ACT
AS FOREIGN REPRESENTATIVE AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “*Motion*”)² filed by the above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) for entry of an order (this “*Order*”) (a) authorizing, but not directing, Bitcoin Depot Inc. to act as foreign representative on behalf of the Debtors’ estates (the “*Foreign Representative*”) in legal proceedings in Canada in relation to the Chapter 11 Cases, and (b) granting related relief, all as more fully set forth in the Motion and in the First Day Declaration; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and the Court having found that proper

¹ The Debtors in these Chapter 11 Cases and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bitcoindepot>. The location of the Debtors’ corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after considering the Motion and all of the proceedings before the Court in connection with the Motion, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis to the extent set forth herein.
2. Bitcoin Depot Inc. is authorized, pursuant to section 1505 of the Bankruptcy Code, to act as the Foreign Representative on behalf of the Debtors' estates in connection with the Canadian Proceeding. As Foreign Representative, Bitcoin Depot Inc. is hereby authorized and has the power to act in any way permitted by applicable foreign law, including, but not limited to (a) seeking recognition of these Chapter 11 Cases in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting the property of the Debtors' estates, (c) seeking any other appropriate relief from the Canadian Court that the Debtors deem just and proper in furtherance of the protection of the Debtors' estates, (d) consistent with any orders of the Canadian Court, retaining and compensating Canadian professionals on behalf of the Foreign Representative, and paying the costs of the Canadian Court-appointed information officer and its counsel, each without further order of this Court, and (e) taking similar steps and seeking similar relief in any other foreign jurisdiction in which the Debtors determine it is necessary to commence an ancillary proceeding.
3. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 Cases as a "foreign main proceeding" and Bitcoin Depot Inc. as the Foreign Representative pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order and to other orders issued by this Court in these Chapter 11 Cases.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

5. The terms and conditions of this Order shall be immediately effective and enforceable upon entry of this Order.

6. The Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: May 19, 2026



Christopher Lopez
United States Bankruptcy Judge

SCHEDULE "B"
Interim Cash Management Order

ENTERED

May 19, 2026

Nathan Ochsner, Clerk

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

)				
In re:	)				Chapter 11
)				
BITCOIN DEPOT INC., <i>et al.</i>,	)				Case No. 26–90528 (CML)
)				
Debtors. ¹	)				(Joint Administered)
)				
	)				Re: Docket No. 13

INTERIM ORDER

(I) AUTHORIZING THE DEBTORS

TO (A) MAINTAIN THEIR CASH MANAGEMENT

SYSTEM, (B) CONTINUE USING EXISTING BUSINESS FORMS,

AND (C) CONTINUE INTERCOMPANY TRANSFERS, (II) PROVIDING

ADMINISTRATIVE EXPENSE PRIORITY STATUS FOR POSTPETITION

INTERCOMPANY CLAIMS, (III) EXTENDING TIME TO COMPLY WITH SECTION 345(B)

OF THE BANKRUPTCY CODE, (IV) WAIVING COMPLIANCE WITH CERTAIN OF THE

U.S. TRUSTEE’S OPERATING GUIDELINES, AND (V) GRANTING RELATED RELIEF

Upon the motion (the “*Motion*”)² filed by the above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) for entry of an interim order (this “*Interim Order*”) (a) authorizing, but not directing, the Debtors to (i) maintain their existing Bank Accounts, close their Cryptocurrency Wallets, and continue the Cash Management System, (ii) continue using their existing Business Forms, (iii) pay any undisputed prepetition Bank Fees and Cryptocurrency Wallet Fees and continue to pay the Bank Fees and Cryptocurrency Wallet Fees in the ordinary course of business, and (iv) continue to engage in Intercompany Transfers in the ordinary course of business and consistent with past practice, (b) providing administrative expense priority status for postpetition payments made on account of Intercompany Transfers, (c) extending time to

¹ The Debtors in these Chapter 11 Cases and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bitcoindepot>. The location of the Debtors’ corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

comply with section 345(b) of the Bankruptcy Code, (d) waiving compliance with certain of the U.S. Trustee's Operating Guidelines, and (e) granting related relief, all as more fully set forth in the Motion and in the First Day Declaration; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, as contemplated by Bankruptcy Rule 6003; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after considering the Motion and all of the proceedings before the Court in connection with the Motion, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

2. The final hearing on the Motion shall be held on June 9, 2026, at 3:00 p.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 5:00 p.m., prevailing Central Time, on June 2, 2026, and shall be served on: (a) proposed counsel to the Debtors, Vinson & Elkins LLP, The Grace Building, 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036-7708, Attn: David S. Meyer and Jessica C. Peet, and 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara

Zoglman; (b) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; and (c) the official committee of unsecured creditors (if any) appointed in these Chapter 11 Cases and their counsel.

3. The Debtors are authorized, on an interim basis, in the ordinary course of business and consistent with prepetition practices to (a) maintain and continue to operate the Cash Management System in accordance with the Motion and the agreements governing the Bank Accounts, (b) maintain and continue to use any or all of their existing Bank Accounts, including, but not limited to, the Bank Accounts identified on **Exhibit C** to the Motion, close their Cryptocurrency Wallets and pay any Closing Fees; and (c) deposit funds in and withdraw funds from any of the Bank Accounts by all usual means, including, but not limited to, checks, wire transfers, ACH transfers and debits, electronic fund transfers, and other debits; provided that the Debtors shall provide reasonable advance notice to the U.S. Trustee, any statutory committee appointed in these Chapter 11 Cases, and counsel to the Term Loan Agent of any material changes to their Cash Management System.

4. The Banks are authorized to maintain, service, and administer the Bank Accounts without interruption on an interim basis and in the ordinary course of business.

5. The Debtors are authorized to pay any undisputed, outstanding Bank Fees and Cryptocurrency Wallet Fees owed as of the Petition Date and to continue to pay the Bank Fees and Cryptocurrency Wallet Fees on an interim basis in the ordinary course of business.

6. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Interim Order, including the following information: (a) the name of the payee; (b) the nature, date, and amount of the payment; (c) the category or type of payment as characterized in the Motion;

and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases every thirty days beginning upon entry of this Interim Order.

7. The Debtors are authorized to open new bank accounts and close dormant or redundant bank accounts; *provided, however*, that all accounts opened by the Debtors on or after the Petition Date shall be at depositories that are (a) insured by the FDIC or the Federal Savings and Loan Insurance Corporation, (b) designated as an authorized depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines, and (c) with a bank that agrees to be bound by the terms of this Interim Order; *provided further, however*, that such opening shall be timely indicated on the Debtors' monthly operating reports and reasonable advance notice of such opening or closing shall be provided to the U.S. Trustee, any statutory committee appointed in these Chapter 11 Cases, and counsel to the Term Loan Lenders.

8. To the extent that any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines, the Debtors shall have until June 17, 2026, without prejudice to seeking an additional extension or extensions, to come into compliance with section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order; *provided*, that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

9. The Debtors are authorized to use, in their present form, the Business Forms, without reference to their status as debtors-in-possession or the case number assigned to these

Chapter 11 Cases; *provided* that once the Debtors' existing Business Forms have been exhausted, the Debtors shall include, or direct others to include, the designation "Debtor in Possession" and the corresponding bankruptcy case number on all Business Forms as soon as it is reasonably practicable to do so.

10. The Debtors are authorized to enter into and engage in postpetition Intercompany Transfers on an interim basis in the ordinary course of business. Pursuant to sections 503(b)(1) and 364(b) of the Bankruptcy Code, all valid postpetition Intercompany Balances arising as a result of any ordinary course postpetition Intercompany Transfers are hereby accorded administrative expense priority status. In connection therewith, the Debtors shall continue to maintain current records with respect to all transfers of cash in the ordinary course of business consistent with their practices prior to the Petition Date such that Intercompany Transfers can be readily ascertained and traceable. To the extent that the transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

12. The Banks are authorized, but not directed, to receive, process, honor, and pay any and all checks, drafts, wires, credit card payments, ACH transfers, and other instructions, payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto; *provided* that sufficient funds are on deposit in the applicable Bank Accounts to cover such payments.

13. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented

for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

14. Any Bank and/or other financial institution, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, payment order, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors such a prepetition check, draft, wire, payment order, or other transfer drawn on any Bank Account or Cryptocurrency Wallet (a) at the direction of the Debtors or (b) in a good-faith belief that this Court has authorized such prepetition check, draft, wire, payment, or other transfer to be honored shall be deemed to be, nor shall be, liable to the Debtors or their estates or any other party on account thereof or otherwise be deemed to be in violation of this Interim Order.

15. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests in replacement of any checks or fund transfers that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts that are authorized to be paid pursuant to this Interim Order.

16. Unless specifically provided herein, and notwithstanding any actions taken hereunder, nothing in the Motion or this Interim Order shall constitute, nor is it intended to constitute (a) an implication or admission as to the validity, priority, enforceability, or perfection of any claim, lien, security interest in, or other encumbrances against the Debtors and the property of their estates; (b) an impairment or waiver of the Debtors' or any other party in interest's rights to contest or dispute any such claim, lien, or interest; (c) a promise or requirement to pay any prepetition claim or interest; (d) an implication or admission that any particular claim or interest

is of a type specified or defined in the Motion or any proposed order; (e) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.


17. Bankruptcy Rule 6003(b) has been satisfied.

18. The requirements of Bankruptcy Rule 6004(a) are waived.

19. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon entry of this Interim Order.

20. The Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.

Signed: May 19, 2026



Christopher Lopez
United States Bankruptcy Judge

SCHEDULE "C"
Interim Critical Vendors Order

ENTERED

May 19, 2026

Nathan Ochsner, Clerk

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

)	
In re:	)	Chapter 11
)	
BITCOIN DEPOT INC., <i>et al.</i>,	)	Case No. 26–90528 (CML)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Re: Docket No. 11

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS
TO PAY (A) CRITICAL VENDORS, (B) LIEN CLAIMANTS,
AND (C) FOREIGN VENDORS; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “*Motion*”)² filed by the above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) for entry of an interim order (this “*Interim Order*”) (a) authorizing the Debtors to pay in the ordinary course of business, based on their sound business judgment, prepetition amounts owed to the Vendors; and (b) granting related relief, all as more fully set forth in the Motion and in the First Day Declaration; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, as contemplated by Bankruptcy Rule 6003; and

¹ The Debtors in these Chapter 11 Cases (as defined herein) and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bitcoindepot>. The location of the Debtors’ corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after considering the Motion and all of the proceedings before the Court in connection with the Motion, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing on the Motion shall be held on June 9, 2026, at 3:00 p.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 5:00 p.m., prevailing Central Time, on June 2, 2026, and shall be served on: (a) proposed counsel to the Debtors, Vinson & Elkins LLP, The Grace Building, 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036-7708, Attn: David S. Meyer and Jessica C. Peet, and 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman; (b) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; (c) counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: Paul Hespel; and (d) the official committee of unsecured creditors (if any) appointed in these Chapter 11 Cases and their counsel.
3. Subject to this Interim Order, the Debtors are authorized but not directed to pay the prepetition Vendor Claims described in the Motion, in the ordinary course of business, as the Debtors determine to be necessary or appropriate, in an aggregate amount not to exceed \$448,000 on an interim basis as set forth in the categories and amounts set forth in the Motion. For the avoidance of doubt, the Debtors may pay Vendor Claims without regard to any Vendor category

described in the Motion, provided that the total amount of Vendor Claims paid on an interim basis does not exceed the aggregate amount authorized pursuant to this Interim Order.

4. As a condition to receiving any payment under this Interim Order, a Vendor must maintain or apply, as applicable, Customary Trade Terms³ during the pendency of these Chapter 11 Cases, which for the avoidance of doubt, the Debtors may not waive or modify. Further, if a Vendor, after receiving a payment under this Interim Order, ceases to provide goods or services on Customary Trade Terms, the Debtors may assert and request that the Court order: (a) that the payment of such Vendor Claim is a voidable postpetition transfer pursuant to section 549(a) of the Bankruptcy Code that the Debtors may recover from such Vendor in cash, (b) that the Vendor immediately return such payment(s) in respect of its Vendor Claim to the extent that the aggregate amount of such payment(s) exceeds the postpetition obligations then outstanding without giving effect to alleged setoff rights, recoupment rights, adjustments, or offsets of any type whatsoever, and (c) upon recovery of such payment(s) by the Debtors, such Vendor Claim shall be reinstated in such an amount as to restore the Debtors and the applicable Vendor to their original positions, as if the payment of the Vendor Claim had not been made.

5. The form of Vendor Agreement, substantially in the form attached to the Motion as **Exhibit C**, is approved in its entirety. The Debtors are authorized to enter into Vendor Agreements with Vendors or otherwise obtain a written communication from the Vendor evidencing such Vendor's agreement to continue providing goods or services on Customary Trade Terms. To the extent that the Debtors do not enter into a Vendor Agreement with a Vendor, such Vendor's

³ As used herein, "*Customary Trade Terms*" means, with respect to a Vendor, (a) the normal and customary trade terms, practices, and programs that were most favorable to the Debtors and in effect between such Vendor and the Debtors in the twelve-month period prior to the Petition Date or (b) such other trade terms as agreed by the Debtors and such Vendor that, in the reasonable business judgment of the Debtors, are more favorable to the Debtors than the terms in the preceding clause (a).

acceptance of payment on account of its Vendor Claim shall be deemed as the Vendor's agreement to continue providing goods or services on Customary Trade Terms.

6. The Debtors are authorized to negotiate, modify, or amend the form of the Vendor Agreement (provided that any such modification or amendment must require the Vendor to provide the trade terms set forth above) and to settle all or some of the Vendor Claims for less than the face amount of such claims without further notice or hearing, each in the Debtors' reasonable business judgment.

7. The Debtors are authorized to require, as a further condition of receiving payment on a Vendor Claim, that a Vendor agree to take whatever action is necessary to remove any existing liens on the Debtors' property at such Vendor's sole cost and expense and waive any right to assert a trade lien on account of a paid Vendor Claim.

8. Any party that accepts payments from the Debtors on account of a Vendor Claim shall be deemed to have agreed to the terms and provisions of this Interim Order. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Interim Order, the Debtors shall provide such Vendor with a copy of this Interim Order (unless previously provided to such Vendor).

9. If any party accepts payment on behalf of a Vendor Claim under this Interim Order, and such claim is determined by the Court after notice and hearing not to give rise to a Lien or Interest, the Debtors are authorized to avoid such payment as a postpetition transfer under section 549 of the Bankruptcy Code, and the party who had accepted such payment shall be required to immediately repay to the Debtors any payment made to such party on account of its asserted claim to the extent the aggregate amount of such payments exceeds the postpetition obligations then

outstanding, without the right of setoff, claims, or otherwise. Upon recovery of such payments by the Debtors, the obligations shall be reinstated as a prepetition claim in the amount so recovered.

10. Nothing herein shall impair or prejudice the Debtors' or any other party in interest's ability to contest the extent, perfection, priority, validity, or amount of any Vendor Claim.

11. In the event that the Debtors will exceed the aggregate amounts to be paid to the Critical Vendors, Lien Claimants, or Foreign Vendors during the interim period, the Debtors shall file a notice with the Court describing the category and overage amount. Nothing herein shall prejudice the Debtors' ability to seek a further order from this Court authorizing the Debtors to exceed the aggregate amounts of Vendor Claims as set forth in the Motion and herein or any party in interest's right to contest such relief.

12. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Interim Order, including the following information: (a) the name of the payee; (b) the nature, date, and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases every thirty days beginning upon entry of this Interim Order.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

14. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors'

designation of any particular check or electronic payment request as approved by this Interim Order.

15. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts that are authorized to be paid pursuant to this Interim Order.

16. Unless specifically provided herein, and notwithstanding any actions taken hereunder, nothing in the Motion or this Interim Order shall constitute, nor is it intended to constitute (a) an implication or admission as to the validity, priority, enforceability, or perfection of any claim, lien, security interest in, or other encumbrances against the Debtors and the property of their estates; (b) an impairment or waiver of the Debtors' or any other party in interest's rights to contest or dispute any such claim, lien, or interest; (c) a promise or requirement to pay any prepetition claim or interest; (d) an implication or admission that any particular claim or interest is of a type specified or defined in the Motion or any proposed order; (e) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

17. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made or obligation, relief, or authorization granted hereunder shall be consistent with, and shall be subject to, the requirements imposed on the Debtors under the terms

of any interim or final order (as applicable) entered by the Court in these Chapter 11 Cases approving the Debtors' use of cash collateral (the "**Cash Collateral Order**") and any budgets in connection therewith governing any such use of cash collateral. To the extent there is any conflict between this Interim Order and the Cash Collateral Order, the Cash Collateral Order shall govern.

18. Bankruptcy Rule 6003(b) has been satisfied.

19. The requirements of Bankruptcy Rule 6004(a) are waived.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon entry of this Interim Order.

21. The Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.

Signed: May 19, 2026



Christopher Lopez
United States Bankruptcy Judge

SCHEDULE "D"
Joint Administration Order

ENTERED

May 19, 2026

Nathan Ochsner, Clerk

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

In re:	)	Chapter 11
EXPRESS VENDING INC.	)	Case No. 26-90526 (CML)
Debtor.)	
Canadian Business No. 739359537)	
In re:	)	Chapter 11
BITCOIN DEPOT OPERATING LLC	)	Case No. 26-90527 (CML)
Debtor.)	
Tax I.D. No. 81-3003586)	
In re:	)	Chapter 11
BITCOIN DEPOT INC.,	)	Case No. 26-9028 (CML)
Debtor.)	
Tax I.D. No. 87-3219029)	
In re:	)	Chapter 11
BCD MERGER SUB LLC	)	Case No. 26-90529 (CML)
Debtor.)	
Tax I.D. No. N/A)	

In re:)	Chapter 11
BT HOLDCO LLC)	Case No. 26-90530 (CML)
Debtor.)	
Tax I.D. No. 93-2141549)	
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In re:)	Chapter 11
BTM INTERNATIONAL HOLDINGS 1 LLC)	Case No. 26-90531 (CML)
Debtor.)	
Tax I.D. No. N/A)	
<hr/>		
In re:	)	Chapter 11
BTM INTERNATIONAL HOLDINGS II LLC	)	Case No. 26-90532 (CML)
Debtor.)	
Tax I.D. No. N/A)	
<hr/>		
In re:	)	Chapter 11
CASH RAMP LLC	)	Case No. 26-90533 (CML)
Debtor.)	
Tax I.D. No. N/A)	
<hr/>		
In re:	)	Chapter 11
DIGITAL GOLD VENTURES INC.	)	Case No. 26-90534 (CML)
Debtor.)	
Canadian Business No. 790161509)	

In re:)	Chapter 11
INTUITIVE SOFTWARE LLC)	Case No. 26-90535 (CML)
Debtor.)	
Tax I.D. No. 87-1344496)	
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In re:)	Chapter 11
KIOSK HOLDCO LLC)	Case No. 26-90536 (CML)
Debtor.)	
Tax I.D. No. 99-4691964)	
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In re:)	Chapter 11
KIOSK TECHNICIANS, LLC)	Case No. 26-90537 (CML)
Debtor.)	
Tax I.D. No. 99-2118185)	
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In re:)	Chapter 11
KUTT, INC.)	Case No. 26-90538 (CML)
Debtor.)	
Tax I.D. No. 38-4105034)	
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In re:)	Chapter 11
LUX VENDING KIOSK, LLC)	Case No. 26-90539 (CML)
Debtor.)	
Tax I.D. No. 99-4240032)	

In re:	)	Chapter 11
MCA SERVICES GROUP, LLC	)	Case No. 26–90540 (CML)
Debtor.)	
Tax I.D. No. N/A)	
In re:	)	Chapter 11
MINTZ ASSETS, INC.	)	Case No. 26–90541 (CML)
Debtor.)	
Tax I.D. No. 85-2176273)	
In re:	)	Chapter 11
BITACCESS INC.	)	Case No. 26–90542 (CML)
Debtor.)	
Canadian Business No. 823256235)	
)	

**AMENDED ORDER DIRECTING JOINT
ADMINISTRATION OF THE DEBTORS’ CHAPTER 11 CASES**

Upon the motion (the “**Motion**”)¹ filed by the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) consolidating the administration of all of the above-captioned Chapter 11 Cases for procedural purposes only, all as more fully set forth in the Motion and in the First Day Declaration; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after considering the Motion and all of the proceedings before the Court in connection with the Motion, it is HEREBY ORDERED THAT:

1. This Order amends the *Order Directing Joint Administration of the Debtors' Chapter 11 Cases* previously entered by the Court in each of the Chapter 11 Cases.

2. The above-captioned Chapter 11 Cases shall be jointly administered for procedural purposes only as follows. Additionally, the following checked items are ordered:

- a. X one disclosure statement and plan of reorganization may be filed for all of the cases by any plan proponent, however, substantive consolidation of the Debtors' estates is not being requested at this time;
- b. X parties may request joint hearings on matters pending in any of the jointly administered cases;
- c. X the U.S. Trustee may conduct joint informal meetings with the Debtors, as required, and, unless otherwise directed by the Court, to the extent required, a joint first meeting of creditors;
- d. X unless otherwise required by the Court, to the extent the Debtors are required to file schedules of assets and liabilities and statements of financial affairs, each Debtor will file separate schedules of assets and liabilities and statements of financial affairs, and, as applicable, lists of equity security holders;
- e. X proofs of claim filed by creditors of any Debtor shall reflect the caption and case number of the Debtor to which the claim relates and in which chapter 11 case such claim is to be filed; and

f. X a separate claims register shall be maintained for each Debtor.

3. The Court shall maintain one file and one docket for all of the jointly administered cases under the lead case of Bitcoin Depot Inc. and administer these Chapter 11 Cases under a consolidated caption, as follows:

In re:	)	Chapter 11
BITCOIN DEPOT INC., <i>et al.</i>,	)	Case No. 26 – 90528 (CML)
Debtors. ²	)	(Jointly Administered)
)	
)	

4. The foregoing consolidated caption satisfies the requirements set forth in section 342(c)(1) of the Bankruptcy Code.

5. A notation substantially similar to the following shall be entered on each of the Debtors’ respective dockets (other than Bitcoin Depot Inc.) to reflect the joint administration of these Chapter 11 Cases:

An order has been entered in this case in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Texas directing the joint administration of the chapter 11 cases of: Bitcoin Depot Inc.; BCD Merger Sub LLC; Bitcoin Depot Operating LLC; BT HoldCo LLC; BTM International Holdings 1 LLC; BTM International Holdings II LLC; Cash Ramp LLC; Digital Gold Ventures Inc.; Express Vending Inc.; Intuitive Software LLC; Kiosk HoldCo LLC; Kiosk Technicians, LLC; Kutt, Inc.; Lux Vending Kiosk, LLC; MCA Services Group, LLC; Mintz Assets, Inc.; and BitAccess Inc. The docket in Case No. 26-90528 (CML) should be consulted for all matters affecting these cases. **All further pleadings and other papers shall be filed in and all further docket entries shall be made in Case No. 26-90528 (CML).**

² The Debtors in these Chapter 11 Cases and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bitcoindepot>. The location of the Debtors’ corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

5. The Debtors shall maintain, and the Clerk of the Court shall keep, one consolidated docket, one file, and one consolidated service list for these Chapter 11 Cases.

6. Nothing contained in the Motion or this Order shall be deemed or construed as directing or otherwise effecting a substantive consolidation of these Chapter 11 Cases; provided, however, this Order shall be without prejudice to the rights of the Debtors to seek entry of an order substantively consolidating their respective cases.

7. Nothing contained in the Motion or this Order shall be deemed or construed as granting any Debtor standing to be heard on any issue affecting another jointly administered Debtor beyond what is granted under applicable law.


8. Nothing contained in the Motion or this Order shall be deemed or construed as affecting the rights of parties in interest to object to, and be heard on, the appointment of any committee of creditors under section 1102 of the Bankruptcy Code, and all such rights are reserved.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

10. Notwithstanding any Bankruptcy Rule to the contrary, this Order's terms and conditions are immediately effective and enforceable upon its entry.

11. The Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: May 19, 2026



Christopher Lopez
United States Bankruptcy Judge

SCHEDULE "E"
Wages Order

ENTERED

May 19, 2026

Nathan Ochsner, Clerk

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

In re:)	
	)	Chapter 11
)	
BITCOIN DEPOT INC., <i>et al.</i>,	)	Case No. 26–90528 (CML)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Re: Docket No. 12

**ORDER (I) AUTHORIZING THE DEBTORS
TO (A) PAY PREPETITION WAGES, SALARIES, OTHER
COMPENSATION, AND REIMBURSABLE EXPENSES AND (B) CONTINUE
EMPLOYEE BENEFITS PROGRAMS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “*Motion*”)² filed by the above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) for entry of an order (this “*Order*”) (i) authorizing the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable expenses on account of the Compensation and Benefits Programs (as defined below) and (b) continue to administer the Compensation and Benefits Programs in the ordinary course of business, including payment of prepetition obligations related thereto, and (ii) granting related relief, all as more fully set forth in the Motion and in the First Day Declaration; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408

¹ The Debtors in these Chapter 11 Cases and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bitcoindepot> . The location of the Debtors’ corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

and 1409; and the Court having reviewed the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, as contemplated by Bankruptcy Rule 6003; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after considering the Motion and all of the proceedings before the Court in connection with the Motion, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, to pay and honor prepetition amounts related to the Compensation and Benefits Programs in an aggregate amount not to exceed \$849,000 and to continue paying postpetition amounts related to the Compensation and Benefits Programs in the ordinary course of business; *provided that*, the Debtors shall not honor any Employee Compensation and Benefits Obligations that exceed the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code.

2. The Debtors are authorized, but not directed, to continue and/or modify, change, and discontinue the Compensation and Benefits Programs in the ordinary course of business during these Chapter 11 Cases and consistent with historical practices and without the need for further Court approval; *provided that*, the Debtors shall notify the U.S. Trustee and any statutory committee of any material changes to the Compensation and Benefits Programs.

3. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the name of the payee; (b) the nature, date, and amount of the payment; (c) the category or type of payment as characterized in the Motion; and

(d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases every thirty days beginning upon entry of this Order.

4. Nothing in the Motion or this Order shall authorize the Debtors to make any payments that would violate or permit the violation of section 503(c) of the Bankruptcy Code, including, for the avoidance of doubt, payment of any bonus or severance obligations to or on behalf of any “insider” (as defined by section 101(31) of the Bankruptcy Code).

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors’ designation of any particular check or electronic payment request as approved by this Order.

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts that are authorized to be paid pursuant to this Order.

8. Unless specifically provided herein, and notwithstanding any actions taken hereunder, nothing in the Motion or this Order shall constitute, nor is it intended to constitute (a) an implication or admission as to the validity, priority, enforceability, or perfection of any claim, lien, security interest in, or other encumbrances against the Debtors and the property of their estates; (b) an impairment or waiver of the Debtors’ or any other party in interest’s rights to contest or

dispute any such claim, lien, or interest; (c) a promise or requirement to pay any prepetition claim or interest; (d) an implication or admission that any particular claim or interest is of a type specified or defined in the Motion or any proposed order; (e) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

9. Bankruptcy Rule 6003(b) has been satisfied.

10. The requirements of Bankruptcy Rule 6004(a) are waived.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon entry of this Order.

12. The Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: May 19, 2026



Christopher Lopez
United States Bankruptcy Judge

SCHEDULE "F"
Interim Cash Collateral Order

ENTERED

May 19, 2026

Nathan Ochsner, Clerk

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

)				
)				
In re:	)				Chapter 11
BITCOIN DEPOT INC., <i>et al.</i>,	)				Case No. 26–90528 (CML)
Debtors. ¹	)				(Jointly Administered)
	)				RE: Docket No. 24

**INTERIM ORDER (I) AUTHORIZING
THE DEBTORS TO USE CASH COLLATERAL,
(II) GRANTING ADEQUATE PROTECTION, (III) CONFIRMING
APPLICATION OF THE AUTOMATIC STAY, (IV) SCHEDULING
A SECOND INTERIM HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “*Motion*”) ² of the above-captioned debtors and debtors-in- possession (collectively, the “*Debtors*”) in the above-captioned cases (the “*Chapter 11 Cases*”) and pursuant to sections 105, 361, 362, 363, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “*Bankruptcy Code*”), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rules 2002-1, 4001-1, and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “*Local Rules*”), and the Procedures for Complex Cases in the Southern District of Texas (the “*Complex Case Procedures*”) seeking entry of this interim order (together with all annexes and exhibits hereto, this “*Interim Order*”), including, among other things:

¹ The Debtors in these Chapter 11 Cases (as defined herein) and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bitcoindepot>. The location of the Debtors’ corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

² Capitalized terms used but not immediately defined herein shall have the meanings set forth in the Motion or elsewhere in this Interim Order, as applicable.

- (i) authorizing the Debtors to use the alleged Cash Collateral of the Term Loan Secured Parties under the Term Loan Documents, consistent with the Budget (subject to the Permitted Variance), and provide adequate protection to the Term Loan Agent (for the benefit of the Term Loan Lenders) pursuant to sections 361 and 363(e) of the Bankruptcy Code solely to the extent of any diminution in value of their alleged respective interests in the Term Loan Collateral (including Cash Collateral) as of the Petition Date resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code, the subordination of the Term Loan Liens to the Carve Out, or the Debtors' use, sale, or lease of the Term Loan Collateral (including Cash Collateral);
- (ii) authorizing the Debtors to deposit and maintain funds in the Adequate Protection Account;
- (iii) confirming that application of the automatic stay under section 362 of the Bankruptcy Code prohibits the Term Loan Secured Parties from sweeping cash from any bank accounts in which Cash Collateral is held;
- (iv) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order; and
- (v) scheduling a second interim hearing (the "***Second Interim Hearing***") to consider further interim approval of the use of Cash Collateral and other provisions set forth in this Interim Order pursuant to a proposed second interim order (the "***Second Interim Order***"), as set forth in the Motion.

The Court having considered the interim relief requested in the Motion, the *Declaration of Thomas Studebaker in Support of the Chapter 11 Cases and First-Day Motions* [Docket No. 23] (the "***First Day Declaration***"), and the evidence submitted and arguments made by the Debtors at the interim hearing held on May 19, 2026 (the "***Interim Hearing***"); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 4001 and all applicable Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved, or overruled on the merits by the Court; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Second Interim Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties

in interest, and is essential for the preservation of the Debtors' businesses and property; and it appearing that no other or further notice of the Motion or the Interim Hearing need be given under the circumstances; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. **Petition Date.** On May 17, 2026 (the "***Petition Date***"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court.

B. **Debtors in Possession.** The Debtors are continuing in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. These Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b).

C. **Jurisdiction and Venue.** The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for these Chapter 11 Cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution.

D. **Notice.** The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and paragraph C of the Complex Case Procedures. Proper, timely, and sufficient notice of the Interim

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Hearing and the interim relief requested in the Motion has been provided under the circumstances in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures, and no other or further notice of the Motion or entry of this Interim Order shall be required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

E. **Committee Formation.** As of the date hereof, the Office of the United States Trustee for the Southern District of Texas (the “*U.S. Trustee*”) has not appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (any such committee subsequently appointed, a “*Committee*”).

F. **Cash Collateral.** As used herein, the term “*Cash Collateral*” shall mean all of the Debtors’ cash, including cash and other amounts on deposit or maintained in any bank accounts subject to Term Loan Liens that constitutes or will constitute “cash collateral” of the Term Loan Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. **Term Loan Allegations.** The Term Loan Secured Parties allege the following:⁴

(i) Term Loan Documents. Pursuant to that certain Second Amended and Restated Credit Agreement, dated as of November 1, 2024 (as amended or otherwise modified prior to the Petition Date, the “*Term Loan Agreement*,” and collectively with the other Loan Documents (as defined in the Term Loan Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended or otherwise modified prior to the Petition Date, the “*Term Loan Documents*,”) by and among (a) Kiosk HoldCo LLC, as borrower (the “*Term Loan Borrower*”), (b) BT HoldCo LLC, as Holdings (“*HoldCo*”), (c) the

⁴ The Debtors and their estates are not able to stipulate to the amount or allowance of the Term Loan Debt or the validity, perfection, or priority of the Term Loan Liens in the Term Loan Collateral; accordingly, the Debtors and their estates reserve all rights with respect to these issues and matters.

subsidiary guarantors party thereto (together with the Term Loan Borrower and HoldCo, the “*Term Loan Parties*”), (d) the lenders from time to time party thereto (the “*Term Loan Lenders*”), and (e) Silverview Credit Partners LP, as administrative agent (in such capacity, the “*Term Loan Agent*” and, together with the Term Loan Lenders, the “*Term Loan Secured Parties*”), the Term Loan Lenders extended a term loan facility in the aggregate principal amount of \$36,450,000 (the “*Term Loan*”) and other financial accommodations to the Term Loan Parties pursuant to the Term Loan Documents.

(ii) Term Loan Debt. As of the Petition Date, the Term Loan Secured Parties assert a claim in the aggregate principal amount of not less than \$13.3 million pursuant to, and in accordance with the terms of, the Term Loan Documents, plus accrued and unpaid interest, fees, and expenses under the Term Loan Documents incurred in connection therewith as provided in the Term Loan Documents (collectively, the “*Term Loan Debt*”).

(iii) Term Loan Liens. As more fully set forth in the Term Loan Documents, prior to the Petition Date, the Term Loan Secured Parties assert a security interest in, and lien on (the “*Term Loan Liens*”), all Collateral (as defined in the Term Loan Documents) (including Cash Collateral) and all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising (the “*Term Loan Collateral*”).

(iv) As of the Petition Date: (a) the Term Loan Liens are alleged to be senior in priority over any and all other liens on the Term Loan Collateral, subject only to certain liens senior by operation of law (solely to the extent any such liens were valid, properly perfected, non-avoidable, and senior in priority to the Term Loan Liens as of the Petition Date, the “*Term Loan Prior Liens*”); (b) the Term Loan Debt is alleged to be a legal and valid obligation of the applicable Debtors enforceable in accordance with the terms of the applicable Term Loan

Documents; and (c) subject to any exceptions, exclusions, or limitations provided for in the applicable Term Loan Documents, all of the Term Loan Parties' cash, cash equivalents, negotiable instruments, investment property, general intangibles, and securities, and any amounts generated by the collection of accounts receivable or other disposition of the Term Loan Collateral, and the proceeds of any of the foregoing, wherever located, is alleged to be the cash collateral within the meaning of section 363(a) of the Bankruptcy Code of all (or certain of) the Term Loan Secured Parties, as more fully described in the Term Loan Documents. The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Term Loan Collateral, all of which (subject to any exceptions, exclusions, or limitations provided for in the applicable Term Loan Documents) is alleged to constitute Term Loan Collateral subject to the applicable Term Loan Liens.

(v) The Debtors desire to use a portion of such cash, rents, income, offspring, products, proceeds, and profits that are alleged to constitute Cash Collateral of the Term Loan Secured Parties under section 363(a) of the Bankruptcy Code. Certain prepetition cash, rents, income, offspring, products, proceeds, and profits, in existence as of the Petition Date, including balances of funds in certain of the Debtors' prepetition and postpetition bank accounts and cryptocurrency wallets, are also alleged to constitute Cash Collateral that may be subject to the applicable Term Loan Secured Parties' asserted security interests. All Cash Collateral and all proceeds of the Term Loan Collateral, including proceeds realized from a sale or disposition thereof, or from payment thereon, shall be used and/or applied in accordance with the terms and conditions of this Interim Order.

H. Interim Findings Regarding the Use of Cash Collateral.

(i) This Court concludes that good and sufficient cause has been shown for entry of this Interim Order and entry of this Interim Order is in the best interests of the Debtors' estates as its implementation will, among other things, allow the Debtors to preserve and maximize the value of their estates. Without receiving the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed.

(ii) The Debtors have an immediate and critical need to use Cash Collateral on an interim basis. Absent the ability to use Cash Collateral, the Debtors would be unable to fund, among other things, payroll, working capital, general corporate purposes, and administrative costs and expenses of the Debtors incurred during these Chapter 11 Cases and related proceedings. In such event, the Debtors would be forced to liquidate abruptly, which would cause immediate and irreparable harm to the Debtors' estates and creditors.

(iii) Based on the Motion, the First Day Declaration, the Cash Collateral Declaration, and the record and other evidence presented to the Court at the Interim Hearing, the terms of the Adequate Protection Obligations granted to the Term Loan Secured Parties as provided in paragraph 4 of this Interim Order, and the terms on which the Debtors may continue to use the Term Loan Collateral (including Cash Collateral) pursuant to this Interim Order are fair and reasonable and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

(iv) The Debtors have acted in good faith regarding the Debtors' continued use of the Term Loan Collateral (including Cash Collateral, consistent with the Budget) to fund the administration of the Debtors' estates in a manner that best preserves and maximizes the value of estate property, in accordance with the terms and conditions hereof.

(v) The Term Loan Secured Parties are entitled to the Adequate Protection as and to the limited extent set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. The Adequate Protection provided to the Term Loan Secured Parties in this Interim Order is limited to any diminution in the value of the Term Loan Secured Parties' alleged respective interests in the Term Loan Collateral (if any) (including Cash Collateral) from and after the Petition Date and is consistent with and authorized by the Bankruptcy Code. The Adequate Protection provided herein and other benefits and privileges contained herein reflect the Debtors' prudent exercise of business judgment.

I. **Term Loan Debt and Liens.** Nothing herein shall constitute a finding or ruling by this Court that: (a) the Term Loan Debt is allowed, valid, enforceable, or non-avoidable against the applicable Debtors; or (b) any alleged Term Loan Lien is allowed, valid, senior, enforceable, prior, perfected, or non-avoidable against the applicable Debtors. Moreover, nothing herein shall prejudice the rights of any party in interest, including, but not limited to, the Debtors and the Committee, if any, in each case to the extent any such party has standing to challenge, or object to, the allowance, amount, validity, priority, enforceability, seniority, avoidability, perfection, or extent of, the Term Loan Debt, any alleged Term Loan Lien, and/or other security interests and liens.

J. **Term Loan Prior Liens.** Nothing herein shall constitute a finding or ruling by this Court that any alleged Term Loan Prior Lien or Other Senior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party in interest, including, but not limited to, the Debtors, the Term Loan Secured Parties, and the Committee, if any, in each case to the extent any such party has standing to challenge, or object

to, the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Term Loan Prior Lien, Other Senior Liens, and/or other security interests and liens.

K. **Immediate Entry.** Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). Absent granting the relief set forth in this Interim Order, the Debtors' estates will be immediately and irreparably harmed. Permitting the use of Cash Collateral in accordance with this Interim Order is therefore necessary and appropriate and in the best interests of, the Debtors' estates and is consistent with the Debtors' exercise of their fiduciary duties. Sufficient cause therefore exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2).

Based upon the foregoing findings and conclusions, the Motion, and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Approved and Objections Overruled.* The Motion is granted, the incurrence and granting of the Adequate Protection Obligations is authorized, and the use of Cash Collateral is authorized, on an interim basis, in each case subject to the terms and conditions set forth in this Interim Order. All objections to this Interim Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled on the merits.

2. *Use of Cash Collateral.* The Debtors are hereby authorized, subject to the terms and conditions of this Interim Order (including the Carve Out), to use the Cash Collateral, consistent with the budget attached hereto as **Exhibit 1** (as amended, supplemented, replaced, extended, or otherwise modified from time to time, the "***Budget***") (subject to the Permitted Variance), during the period from the Petition Date through and including the earlier of (a) the Termination Date, and (b) 30 days after the Petition Date (the "***Interim Period***"). The Debtors are

authorized to use the Cash Collateral to: (a) fund payroll, working capital, general corporate purposes, and administrative costs and expenses of the Debtors incurred in the Chapter 11 Cases and related proceedings, consistent with the Budget (subject to the Permitted Variance), (b) satisfy any Adequate Protection Obligations to the Term Loan Secured Parties, as provided herein, (c) fund the Carve Out Reserves, and (d) fund the Professional Fee Reserve Account in accordance with this Interim Order.

3. *Banks Must Honor This Interim Order.* Each financial institution, including any cryptocurrency wallet providers, where the Debtors maintain deposit accounts is directed to comply with the instructions it receives from the applicable Debtor(s) to access the Cash Collateral on deposit in any such accounts, notwithstanding anything to the contrary in any account control agreement or similar agreement, with respect to any such accounts that are subject to any alleged Term Loan Liens or other liens.

4. *Adequate Protection of Term Loan Secured Parties.* Pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, the Term Loan Secured Parties are entitled to adequate protection of their alleged respective interests in the Term Loan Collateral (if any), including the Cash Collateral, solely to the extent of any aggregate diminution in the value of their alleged respective interests, from the value, if any, that existed as of the Petition Date, in the Term Loan Collateral (including Cash Collateral), from and after the Petition Date as set forth below in this paragraph. Accordingly, the Term Loan Agent (for the benefit of the Term Loan Secured Parties) is hereby granted the following as adequate protection (collectively, the “*Adequate Protection Obligations*”):

(a) Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, upon entry of the Interim Order and effective as of the Petition Date, the

Term Loan Agent (for itself and for the benefit of the Term Loan Secured Parties) is hereby granted automatically perfected replacement security interests in and liens upon the following (all property identified in clauses (i), (ii), and (iii) below being collectively referred to as the “**Adequate Protection Collateral**”), in each case, subject and subordinate to the Carve Out, Term Loan Prior Liens, and Other Senior Liens (all such replacement liens and security interests, the “**Adequate Protection Liens**”):

- (i) *First Priority Liens on Unencumbered Property.* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, fully-perfected first priority replacement security interest in and lien upon all tangible and intangible pre- and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to (a) a valid, perfected and non-avoidable lien, or (b) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and the proceeds, products, rents, and profits thereof (the “**Unencumbered Property**”). Unencumbered Property includes, without limitation, any and all inventory, accounts receivable, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, chattel paper, interests in leaseholds, real properties, real property leaseholds, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock or other equity interests of subsidiaries, joint ventures and other entities, wherever located, intercompany loans and notes, and the proceeds, products, rents and profits, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing (excluding (x) claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or applicable state-law equivalents (collectively, the “**Avoidance Actions**”), and any proceeds or property recovered from Avoidance Actions, whether by judgment, settlement, or otherwise (collectively, the “**Avoidance Proceeds**”), (y) equity interests in any Debtor or affiliate of any Debtor that is domiciled outside of the United States (collectively, the “**Foreign Equity Interests**”), and (z) “Excluded Assets” (as defined in the Term Loan Documents)).
- (ii) *Liens Junior to Other Senior Liens.* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, fully-perfected replacement security interest in, and lien upon, all tangible and intangible pre- and postpetition property of each Debtor that is not Term Loan Collateral but

is subject to either (a) valid, perfected, and non-avoidable liens in existence immediately prior to the Petition Date (other than the Term Loan Liens) or (b) valid and non-avoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (any such liens described in the foregoing clauses (a) and (b), the “**Other Senior Liens**”), and the proceeds, products, rents, and profits thereof, whether arising under section 552(b) of the Bankruptcy Code or otherwise (excluding (x) Avoidance Actions and Avoidance Action Proceeds, (y) Foreign Equity Interests, and (z) Excluded Assets), which security interest and lien shall be junior and subordinate to any such valid, perfected, and non-avoidable Other Senior Liens on such property in existence immediately prior to the Petition Date.

- (iii) *Liens Senior to the Term Loan Liens.* Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, fully-perfected, non-avoidable priming replacement lien on, and security interest in, all pre- and postpetition property of the Debtors that is of the same nature, scope, and type as the Term Loan Collateral, and all products, proceeds, rents, and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise (excluding (x) Avoidance Actions and Avoidance Action Proceeds, (y) Foreign Equity Interests, and (z) Excluded Assets); *provided*, that the Adequate Protection Liens set forth in this sub-clause (iii) shall be senior to the Term Loan Liens but junior to the Other Senior Liens.

(b) Adequate Protection Claims of Term Loan Secured Parties. Upon entry of the Interim Order and effective as of the Petition Date, the Term Loan Agent (for itself and for the benefit of the Term Loan Secured Parties) is hereby granted, subject and subordinate only to the Carve Out, allowed superpriority administrative expense claims against the Debtors’ estates as provided for in sections 503(b) and 507(b) of the Bankruptcy Code (the “**Adequate Protection Claims**”), solely to the extent of any aggregate diminution in value of the alleged respective interests from the value, if any, that existed as of the Petition Date, in the Term Loan Collateral (including Cash Collateral) from and after the Petition Date, including as a result of the automatic stay, the Debtors’ use, sale, or lease of the Term Loan Collateral, and the subordination of the Term Loan Liens to the Carve Out.

(c) Segregated Account. Upon entry of this Interim Order, and notwithstanding any other provision of this Interim Order or any provision of the other Term Loan Documents, the Debtors shall deposit \$17,220,000 into their account held at People First Bank ending in x2024 (the “*Adequate Protection Account*”) which funds shall be maintained in such account and not utilized by the Debtors or any other party except by further order of the Court, including the Second Interim Order and a subsequent final order (the, “*Final Order*”).

(d) Financial Reporting. By no later than 5:00 p.m. (prevailing Central time) on the second Thursday following the Petition Date and on each Thursday thereafter, the Debtors shall provide a weekly variance report comparing actual cumulative disbursements to projected cumulative disbursements set forth in the Budget, in each case, on an aggregate and line-item basis, to the Term Loan Agent, the U.S. Trustee, and counsel for the Committee or other statutory committee (if any).

(e) Monitoring of Collateral. The Term Loan Secured Parties and their advisors shall be given reasonable access to the Debtors’ books, records, and properties for purposes of monitoring the Term Loan Collateral.

(f) Insurance of Collateral. The Debtors shall comply with the covenants contained in the Term Loan Documents regarding the insurance of the Term Loan Collateral, except as otherwise provided herein.

(g) Term Loan Secured Parties Adequate Protection Fees and Expenses. As further adequate protection, the Debtors shall pay the reasonable and documented fees and expenses of the professionals retained by the Term Loan Secured Parties, subject to an aggregate maximum limit of \$100,000 during the Interim Period.

5. *Budget.* The Budget reflects, among other things, for the Interim Period, the Debtors' projected cash receipts and disbursements for each one-week period covered thereby. The Debtors may use the Cash Collateral consistent with the Budget; *provided* that the Debtors shall be permitted to expend up to 20 percent more than the projected aggregate disbursements set forth in the Budget for the Interim Period; *provided, however*, that the cash disbursements in respect of any professional fees of Professional Persons (as defined below) shall not be included in calculating compliance with the Budget (such deviations, excluding cash disbursements in respect to professional fees of Professional Persons, the "***Permitted Variance***").

6. *Challenges.*

(a) The Debtors shall be required to commence any adversary proceeding or contested matter (i) objecting to or challenging the amount, validity, perfection, enforceability, priority, or extent of the Term Loan Debt or the Term Loan Liens, or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests, or defenses (collectively, the "***Challenges***") against the Term Loan Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "***Representative***" and, collectively, the "***Representatives***") in connection with matters related to the Term Loan Documents, the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral on or before the later of (x) the date that is 30 calendar days after the entry of this Interim Order, or (y) the date of a hearing to consider the Motion on a final basis (the "***Final Hearing***") (the later to occur of clauses (x)-(y), the "***Debtors' Challenge Period***") with such Final

Hearing to occur no later than the week of June 22, 2026 (absent agreement of the Debtors and the Term Loan Secured Parties or further order of the Court).

(b) Upon the expiration of the Debtors' Challenge Period (but subject in all respects to any pending Challenge commenced by the Debtors and the Non Debtor Challenge Period (as defined below)), the Debtors shall enter into customary stipulations regarding the priority, validity, extent, and amount of the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral, which stipulations shall be approved by the Bankruptcy Court pursuant to the Final Order.

(c) The Debtors' stipulations, admissions, agreements, and releases contained in the Final Order shall be binding upon the Debtors' estates and all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases (including the Committee) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (i) such committee or any other party in interest with requisite standing (in each case to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the expiration of the Non Debtor Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such person or entity's right or ability to commence such proceeding), has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) commencing a Challenge by the earlier of (x) the date of entry of an order confirming a chapter 11 plan, and (y) seventy-five (75) calendar days after entry of this Interim Order (the earlier to occur of clauses (x)-(y), the "***Non Debtor Challenge Period***"), *provided, however*, the duration of the Non Debtor Challenge Period is subject to entry of the Final Order

granting such relief; and (ii) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided, however,* that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Non Debtor Challenge Period shall be deemed forever, waived, released, and barred. If no such Challenge is timely and properly filed during the Non Debtor Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then (subject in all respects to the resolution of any pending Challenges filed by the Debtors by agreement or a final non-appealable order of the Court): (x) the Debtors' stipulations, admissions, agreements, and releases contained in the Final Order shall be binding on all parties in interest; (y) for all purposes in the Chapter 11 Cases, any subsequent chapter 7 case(s), or otherwise; (z) any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Term Loan Secured Parties and their Representatives arising out of or relating to any of the Debtors, the Term Loan Documents, the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral shall be

deemed forever waived, released, and barred. If any such Challenge is timely filed during the Non Debtor Challenge Period, the stipulations, admissions, agreements, and releases contained in the Final Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity who did not timely file a Challenge. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates.

(d) Upon the earlier of (i) the resolution by agreement or a final and non-appealable order on any timely filed Challenges, (ii) the expiration of both the Debtor Challenge Period and Non Debtor Challenge Period without the commencement of any Challenge, and (iii) the effective date of a confirmed chapter 11 plan in the Chapter 11 Cases, unless otherwise ordered by the Court, funds in the Adequate Protection Account shall be paid to the Term Loan Agent for the benefit of the Term Loan Secured Parties to be applied to the allowed amount of the Term Loan Debt pursuant to the Term Loan Documents.

7. *Reservation of Rights of Term Loan Secured Parties.* Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Term Loan Secured Parties; provided that any of the Term Loan Secured Parties may request further or different adequate protection and the Debtors or any other party in interest may contest any such request.

8. *Termination.* The Debtors' authorization to use Cash Collateral hereunder shall be subject to the occurrence of any of the following (each, a "***Termination Event***"): (a) the Court

shall have entered an order (i) converting one or more of the Debtors' Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (ii) dismissing the Chapter 11 Cases; or (b) this Interim Order (as the terms thereof may be extended from time to time, including by subsequent interim or final order of the Court) ceases to be in full force and effect for any reason or an order shall be entered reversing, amending, supplementing, staying, vacating, or otherwise modifying this Interim Order.

9. *Limitation on Use of Collateral.* Notwithstanding any other provision of this Interim Order or any other order entered by the Court, no funds on deposit in the Adequate Protection Account may be used directly or indirectly, including, without limitation, through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings, or other litigation (i) against any of the Term Loan Secured Parties, or their respective predecessors-in-interest, agents, affiliates, Representatives, attorneys, or advisors, or any action purporting to do the foregoing in respect of the, Term Loan Debt, and/or the Adequate Protection Obligations, and Adequate Protection Liens granted to the Term Loan Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority, or enforceability of or asserting any defense, counterclaim, or offset with respect to the Term Loan Debt and/or the liens, claims, rights, or security interests securing or supporting the Term Loan Debt or Adequate Protection Claims granted under this Interim Order, the Second Interim Order, Final Order, or the Term Loan Documents in respect of the Term Loan Debt, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise, (b) attempts to prevent, hinder, or otherwise delay or interfere with the Term Loan Agent's or the other Term

Loan Secured Parties’, as applicable, enforcement or realization on the Term Loan Debt, Term Loan Collateral, and the liens, claims, and rights granted to such parties under the Interim Order, Second Interim Order, or Final Order, as applicable, each in accordance with the Term Loan Documents and this Interim Order; (c) attempts to seek to modify any of the rights and remedies granted to the Term Loan Agent or the other Term Loan Secured Parties, under this Interim Order or the Term Loan Documents, as applicable, other than in accordance with this Interim Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Liens and 507(b) claims granted to the Term Loan Secured Parties; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments from the Adequate Protection Account are approved or authorized by the Court, agreed to in writing by the Term Loan Agent, or expressly permitted under this Interim Order (including the Budget, subject to Permitted Variances), in each case unless all Term Loan Debt, Adequate Protection Obligations, and claims granted to the each Term Loan Secured Party under this Interim Order, have been indefeasibly paid in full in cash.

10. Upon the occurrence of a Termination Event, the Term Loan Secured Parties may file a motion with the Court seeking emergency relief and an emergency hearing before the Court on at least three business days’ written notice to counsel for the Debtors, counsel for the Committee or other statutory committee (if any), and the U.S. Trustee. At such hearing, the Court may fashion any appropriate remedy, including terminating the Debtors’ use of Cash Collateral (the date of any such termination, the “*Termination Date*”). For the avoidance of doubt, the Term Loan Secured Parties’ exercise of any remedies against any of the Term Loan Collateral, including upon the occurrence of the Termination Date, if any, shall be subject to further order of the Court.

11. *Carve Out.*

(a) As used in this Interim Order, the “***Carve Out***” means the sum of: (i) all unpaid fees required to be paid to the Clerk of the Court and the U.S. Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate; (ii) all unpaid, reasonable and documented fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all accrued but unpaid fees and expenses (the “***Allowed Professional Fees***”) incurred by persons or firms retained or proposed to be retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (collectively, the “***Debtor Professionals***”) and the Committee or other statutory committee (if any) pursuant to sections 328 or 1103 of the Bankruptcy Code (collectively, the “***Committee Professionals***” and, together with the Debtor Professionals, the “***Professional Persons***”), at any time before or on the first business day following the Termination Date, whether allowed by this Court prior to or after the Termination Date; (iv) Allowed Professional Fees of Debtor Professionals in an aggregate amount not to exceed \$500,000 and Allowed Professional Fees of Committee Professionals in an aggregate amount not to exceed \$50,000, incurred after the first business day following the Termination Date, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “***Post-Termination Date Carve Out Cap***”); and (v) the amounts secured by the Administration Charge and the Directors’ Charge (together, the “***Charges***”), each as defined in the Supplemental Order of the Ontario Superior Court of Justice (Commercial List) in the reorganization proceedings to be commenced by certain of the Debtors under the *Companies’ Creditors Arrangement Act*, as against the collateral of Digital Gold

Ventures Inc., BitAccess Inc., and Express Vending Inc., and any other collateral of the Debtors located in Canada.

(b) Carve Out Reserves. On the Termination Date, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor (other than cash and funds on deposit in the Adequate Protection Account) to fund a reserve in an amount equal to the then unpaid amounts of the obligations set forth in clauses (a)(i) through (a)(iii) and (a)(v) of the definition of Carve Out set forth above (the “*Pre-Carve Out Amounts*”). The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees and the amounts secured by the Charges (the “*Pre-Termination Date Reserve*”) prior to any and all other claims. On the Termination Date, after funding the Pre-Termination Date Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor (other than funds on deposit in the Adequate Protection Account) to fund a reserve in an amount equal to the Post-Termination Date Carve Out Cap (the “*Post-Termination Date Reserve*”) and, together with the Pre-Termination Date Reserve, the “*Carve Out Reserves*”) prior to any and all other claims. All funds in the Pre-Termination Date Reserve shall be used first to pay the Pre-Carve Out Amounts until paid in full, and then, to the extent the Pre-Termination Date Reserve has not been reduced to zero, the balance of the Pre-Termination Date Reserve shall be made available for the benefit of the Debtors’ estates. All funds in the Post-Termination Date Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “*Post-Carve Out Amounts*”) until paid in full, and then, to the extent the Post-Termination Date Reserve has not been reduced to zero, the balance of the Post-Termination Date Reserve shall be made available for the benefit of the Debtors’ estates. Notwithstanding anything to the contrary in the Term Loan Documents or

this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 11, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts or Post-Carve Out Amounts, as applicable, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 11, prior to making such excess funds available for the benefit of the Debtors' estates. Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute an advance or extension of credit under the Term Loan Documents or increase or reduce the obligations under the Term Loan Documents, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Carve Out or Carve Out Reserves, or any of the foregoing, be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors and their estates. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or in the Term Loan Documents, the Carve Out shall be senior and prior to the Term Loan Liens, claims on account of the Term Loan Debt, the Adequate Protection Liens, the Adequate Protection Claims, and any and all other forms of adequate protection, liens, or claims arising under this Interim Order or securing the debt and obligations under the Term Loan Documents save and except with respect to cash and funds on deposit in the Adequate Protection Account (subject to the Second Interim Order and Final Order).

(c) Payment of Allowed Professional Fees Prior to the Termination Date. Any payment or reimbursement made prior to the occurrence of the Termination Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(d) Professional Fee Reserve Account. Upon entry of this Interim Order, and notwithstanding any other provision of this Interim Order or any provision of the other Term Loan Documents, the Debtors are authorized and directed to fund an escrow account at Kroll Restructuring Administration LLC for the sole purpose of reserving for and paying unpaid Allowed Professional Fees⁵ (the “*Professional Fee Reserve Account*”). The Professional Fee Reserve Account shall be held for the benefit of Professional Persons⁶ and shall not be property of the Debtors’ estates or subject to the control, lien, security interest, or claims of the Term Loan Secured Parties, or any other creditor. Upon entry of this Interim Order, the Debtors shall fund the Professional Fee Reserve Account in an amount equal to (a) the Post Carve Out Trigger Notice Cap (and shall retain such amount in the Professional Fee Reserve Account for the duration of the Chapter 11 Cases); plus (b) the total estimated fees and expenses for the Debtor Professionals (the “*Estimated Professional Fees*”), which good-faith estimate shall cover the time period beginning on the Petition Date through the fourth Saturday following the Petition Date. By not later than 5:00 p.m. (prevailing Central Time) on Thursday of each week commencing with the first full calendar week following the Petition Date (each, an “*Estimation Period*”), each Debtor Professional shall deliver to the Debtors a statement setting forth the Estimated Professional Fees for such Debtor Professional for the subsequent week. Subject to clause (e) below, on a weekly basis, the Debtors shall transfer cash, including Cash Collateral, in an amount equal to the Estimated Professional Fees for the subsequent week (including, in the event of the closing of any sale, restructuring, financing, or other transaction upon which one or more success or transaction fees is earned by any Debtor Professional, any amount equal to the sum of all such fees, to the

⁵ For the purposes of this paragraph 11(d) “Allowed Professional Fees” shall include the Charges.

⁶ For the purposes of this paragraph 11(d) “Professional Persons” shall include professionals retained by certain of the Debtors in related Canadian proceedings.

extent such fees are not paid to Debtor Professionals upon such closing). For the avoidance of doubt, cash or funds on deposit in the Adequate Protection Account will not be transferred to the Professional Fee Reserve Account except by further order of the Court, including the Second Interim Order and Final Order.

(e) Amounts in the Professional Fee Reserve Account (such amounts, the “*Reserve Amounts*”) may be applied from time to time to pay the Allowed Professional Fees prior to any and all other claims; provided, however, that notwithstanding the foregoing, any payment of Allowed Professional Fees prior to the delivery of a Carve Out Trigger Notice shall not reduce the Post-Termination Date Carve Out Cap. If, after payment in full of all Reserve Amounts on account of Allowed Professional Fees and termination of the engagement of all Professional Persons, the Professional Fee Reserve Account has not been reduced to zero, all residual funds shall be returned to the Debtors’ estates for distribution in accordance with a further order of this Court. For the avoidance of doubt, the Debtors’ obligation to pay Allowed Professional Fees shall not be limited or deemed limited to funds held in the Professional Fee Reserve Account or the Budget.

(f) None of the Term Loan Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the Term Loan Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

12. *Preservation of Rights Granted Under this Interim Order.*

(a) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacatur, or stay shall not affect: (i) the validity, priority, or enforceability of any Adequate Protection Claims or Adequate Protection Liens incurred prior to the actual receipt of written notice by the Term Loan Agent, of the effective date of such reversal, modification, vacatur, or stay; or (ii) the validity, priority, or enforceability of the Adequate Protection Liens or the Carve Out.

(b) Except as expressly provided in this Interim Order, the Adequate Protection Obligations and all other rights and remedies of the Term Loan Secured Parties granted by the provisions of this Interim Order shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases, or terminating the joint administration of these Chapter 11 Cases or by any other act or omission of the Court, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code. The terms and provisions of this Interim Order shall continue in these Chapter 11 Cases, in any successor cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Obligations, and all other rights and remedies of the Term Loan Secured Parties granted by the provisions of this Interim Order shall continue in full force and effect until any Adequate Protection Claims are indefeasibly paid in full in cash or otherwise satisfied, as set forth herein.

13. *Automatic Stay Applicable to Bank Accounts.* For the avoidance of doubt, the automatic stay under section 362 of the Bankruptcy Code shall apply to any of the Debtors' bank accounts or kiosks subject to any alleged Term Loan Liens and prohibits any sweep, transfer, or withdrawal of cash or other amounts on deposit therein from such accounts or kiosks, whether automatic or manual, pursuant to any account control agreement or similar agreement, including any blocked account control agreement, with respect to any such accounts that are subject to any alleged Term Loan Liens.

14. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062, or 9014 of the Bankruptcy Rules, any Local Rule, or rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

15. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

16. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

17. *No Third-Party Rights.* Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third-party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

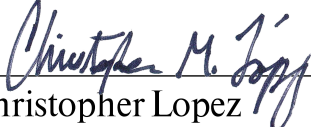
18. *Necessary Action.* The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order.

19. *Interim Order Controls.* In the event of any inconsistency between the terms and conditions of the Term Loan Documents and this Interim Order, the provisions of this Interim Order shall govern and control.

20. *Retention of Jurisdiction.* The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

21. *Interim Hearing.* The second interim hearing on the Motion shall be held on June 9, 2026, at 3:00 p.m., prevailing Central Time. Any objections or responses to entry of an additional order on the Motion shall be filed on or before 5:00 p.m., prevailing Central Time, on June 2, 2026, and shall be served on: (a) proposed counsel to the Debtors, Vinson & Elkins LLP, The Grace Building, 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036, Attn: David S. Meyer and Jessica C. Peet, and 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman; (b) the U.S. Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; (c) counsel to the Term Loan Secured Parties, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra and William Hao; and (d) the official committee of unsecured creditors (if any) appointed in these Chapter 11 Cases and

Signed: May 19, 2026



Christopher Lopez
United States Bankruptcy Judge

EXHIBIT 1

Budget

Cash Flow Forecast – Cash Collateral Motion

Week Ending	5/22/2026	5/29/2026	6/5/2026	6/12/2026	Total
Operating Cash Flow					
Cash Deposits from Kiosks	\$ 765	\$ 551	\$ 397	\$ 286	\$ 1,998
Operational Disbursements					
Crypto Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll	(720)	(70)	(613)	(60)	(1,463)
Other Operating Expenses	(116)	(406)	(1,395)	(482)	(2,399)
Total Operating Disbursements	\$ (836)	\$ (476)	\$ (2,008)	\$ (542)	\$ (3,862)
Operating Cash Flow	\$ (70)	\$ 75	\$ (1,611)	\$ (257)	\$ (1,864)
Cumulative Operating Cash Flow	(70)	4	(1,607)	(1,864)	(1,864)
Restructuring Disbursements	\$ (769)	\$ (1,039)	\$ (1,109)	\$ (1,043)	\$ (3,960)
Net Cash Flow	\$ (839)	\$ (964)	\$ (2,720)	\$ (1,300)	\$ (5,823)
Starting Cash Balance	\$ 22,594	\$ 21,754	\$ 20,790	\$ 18,070	\$ 22,594
(+/-) Net Cash Flow	(839)	(964)	(2,720)	(1,300)	(5,823)
Ending Cash Balance	\$ 21,754	\$ 20,790	\$ 18,070	\$ 16,771	\$ 16,771
(-) Silverview Reserve ¹	(17,220)	(17,220)	(17,220)	(17,220)	(17,220)
(+) Bitcoin Investment (net of fees)	9,349	9,349	9,349	9,349	9,349
Total Liquidity	\$ 13,884	\$ 12,919	\$ 10,199	\$ 8,900	\$ 8,900

¹ Amounts included in this reserve are for budgeting and liquidity planning purposes only and shall not constitute an admission of liability or agreement that such amounts are due and owing. The Debtors expressly reserve all rights to dispute, modify, reduce, or remove such amounts

SCHEDULE "G"
Claims Agent Order

ENTERED

May 18, 2026

Nathan Ochsner, Clerk

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

)		
In re:	)	)	Chapter 11
))	
BITCOIN DEPOT INC., <i>et al.</i>,	)	)	Case No. 26–90528 (CML)
))	
Debtors. ¹	)	)	(Jointly Administered)
))	
))	

**ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION
OF KROLL RESTRUCTURING ADMINISTRATION
LLC AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

The Court has considered the Debtors’ application (the “*Application*”)² to employ Kroll Restructuring Administration LLC (“*Agent*”) as its claims, noticing, and solicitation agent (“*Claims and Noticing Agent*”) in these chapter 11 cases. The Court finds that *ex parte* relief is appropriate. The Court orders:

1. The Debtors are authorized to employ Agent as the Claims and Noticing Agent under the terms of the Engagement Letter attached to the Application as modified by this Order.
2. The Agent is authorized and directed to perform the services as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.
3. The Clerk shall provide Agent with Electronic Case Filing (“*ECF*”) credentials that allow Agent to receive ECF notifications and file certificates and/or affidavits of service.
4. The Agent is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in these chapter 11 cases. Agent shall maintain the official Claims Register(s) in these chapter 11 cases. The Agent must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of claims and all attachments may be redacted only as ordered by the Court.
5. The Agent must not transmit or utilize the data obtained by the Agent in exchange for direct or indirect compensation from any person other than the Debtors.

¹ The Debtors in these chapter 11 cases and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bitcoindepot>. The location of the Debtors’ corporate headquarters is: 8601 Dunwoody Place, Sandy Springs, Georgia 30350.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

6. The Agent shall provide the Clerk with a certified duplicate of the official Claims Register(s) upon request.

7. The Agent shall provide (i) an electronic interface for filing proofs of claim in these chapter 11 cases; and (ii) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

8. The Agent is authorized to take such other actions as are necessary to comply with all duties and provide the Services set forth in the Application and the Engagement Letter.

9. The Agent shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtors, their counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing.

10. The Agent shall not be required to file fee applications. Upon receipt of Agent's invoices, the Debtors are authorized to compensate and reimburse Agent for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Letter. All amounts due to the Agent will be treated as § 503(b) administrative expenses. The Agent may apply its advance in accordance with the Engagement Letter and the terms of this Order.

11. The Debtors shall indemnify Agent under the terms of the Engagement Letter, as modified and limited by this Order. Notwithstanding the foregoing, the Agent is not indemnified for, and may not receive any contribution or reimbursement with respect to:

- (a) for matters or services arising before this case is closed, any matter or service not approved by an order of this Court;
- (b) any matter that is determined by a final order of a court of competent jurisdiction that arises from (i) the Agent's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval; and
- (c) this paragraph does not preclude Agent from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.

12. The Agent shall not cease providing services during these chapter 11 cases for any reason, including nonpayment, without an order of the Court. In the event Agent is unable to provide the Services set out in this Order and/or the Engagement Letter, Agent will immediately

notify the Clerk and the Debtors' attorney and cause all original proofs of claim and data to be turned over to such persons as directed by the Court.

13. After entry of an order terminating the Agent's services, the Agent shall deliver to the Clerk an electronic copy in pdf format of all proofs of claim. Once the electronic copy has been received by the Clerk, Agent may destroy all proofs of claim in its possession sixty days after filing a Notice of Intent to Destroy on the Court's docket.

14. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Agent's services may be altered only on further order of this Court.

Signed: May 18, 2026



Christopher Lopez
United States Bankruptcy Judge

SCHEDULE “H”
JIN Guidelines

**GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN
COURTS IN CROSS-BORDER INSOLVENCY MATTERS**

INTRODUCTION

- A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction (“Parallel Proceedings”) by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.
- B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.
- C. In particular, these Guidelines aim to promote:
- (i) the efficient and timely coordination and administration of Parallel Proceedings;
 - (ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders’ interests are respected;
 - (iii) the identification, preservation, and maximisation of the value of the debtor’s assets, including the debtor’s business;
 - (iv) the management of the debtor’s estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;
 - (v) the sharing of information in order to reduce costs; and
 - (vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties¹ in Parallel Proceedings.
- D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.²
- E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.
- F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation

¹ The term “parties” when used in these Guidelines shall be interpreted broadly.

² Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

ADOPTION & INTERPRETATION

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, “administrator” includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,³ following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

- (i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;
- (ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;
- (iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or
- (iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

³ In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

COMMUNICATION BETWEEN COURTS

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

- (i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

- (iv) In the normal case, parties may be present.
- (v) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.
- (vi) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.
- (vii) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.
- (viii) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable in the court.

APPEARANCE IN COURT

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

CONSEQUENTIAL PROVISIONS

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

ANNEX A (JOINT HEARINGS)

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.

ANNEX A: JOINT HEARINGS

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

- (ii) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.
- (iii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.
- (iv) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.
- (v) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.
- (vi) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.
- (vii) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.
- (viii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to whether some or all of such communications should be recorded and preserved.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C-36, AS AMENDED

Court File No: CL-26-00000234-0000

AND IN THE MATTER OF BITCOIN DEPOT INC. ET AL.

APPLICATION OF BITCOIN DEPOT INC., UNDER SECTION 46 OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)**

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