Court File No. CL-26-00000234-0000

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**
**(COMMERCIAL LIST)**

| | | |
|---|---|---|
| **THE HONOURABLE** | **)** | **THURSDAY, THE 2ND DAY** |
| | **)** | |
| **JUSTICE W.D. BLACK** | **)** | **OF JULY, 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

**RECOGNITION ORDER**

**THIS MOTION**, 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 Motion Record, recognizing certain orders entered by the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**U.S. Bankruptcy Court**") in the cases commenced by the Chapter 11 Debtors pursuant to Chapter 11 of the United States Bankruptcy

Code (the "**Foreign Proceedin**g"), was heard this day by judicial videoconference in Toronto, Ontario.

**ON READING** the Notice of Motion, the affidavit of Thomas Studebaker sworn June 26, 2026, and the Second Report of Alvarez & Marsal Canada Inc., in its capacity as the information officer (in such capacity, the "**Information Officer**"), dated June 30, 2026, filed, and on hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and those other parties that were present and wished to be heard, no one else appearing although duly served as appears from the Certificate of Marleigh Dick dated June 29, 2026,

**SERVICE AND DEFINITIONS**

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

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings given to them in the Supplemental Order (Foreign Main Proceeding) made in the within proceedings dated as of May 22, 2026 (the "**Supplemental Order**").

**RECOGNITION OF FOREIGN ORDERS**

3. **THIS COURT ORDERS** that the following orders (collectively, the "**Foreign Orders**") of 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) Establishing Bar Dates and Procedures; (II) Approving the Form and Manner of Notice Thereof; and (III) Granting Related Relief;*

(b) *Third 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, and (V) Granting Related Relief; and*

(c) *Order (I) Scheduling a Combined Hearing; (II) Establishing Objection Deadlines; (III) Approving the Solicitation Materials and Tabulation Procedures; (IV)*

*Conditionally Approving the Combined Disclosure Statement and Plan; and (V) Granting Related Relief;*

(copies of which are attached as Schedules "A" to "C" hereto, respectively);

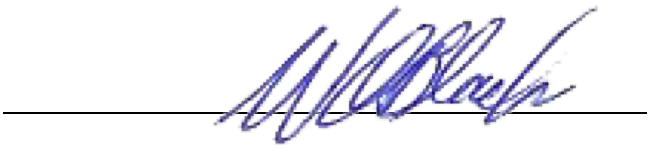
provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

**GENERAL**

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, 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 and the Information Officer and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, and 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 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 respective counsel and agents in carrying out the terms of this Order.

5. **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 of the terms of this Order.

6. **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"**
**Claims Bar Date Order**

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

| | |
|---|---|
| In re: | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | Case No. 26–90528 (CML) |
| Debtors.[1] | (Jointly Administered) |
| | **Re: Docket No. 306** |

**ORDER (I) ESTABLISHING BAR DATES AND PROCEDURES; (II) APPROVING THE FORM AND MANNER OF NOTICE THEREOF; AND (III) 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) establishing bar dates and procedures; (b) approving the form and manner of notice thereof; and (c) granting related relief , all as more fully set forth in the Motion; 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 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

[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.

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 General Bar Date shall be fixed as **July 21, 2026 at 5:00 p.m. (prevailing Central Time)**.

2. The Governmental Bar Date shall be fixed as **November 23, 2026 at 5:00 p.m. (prevailing Central Time)**.

3. The Amended Schedules Bar Date shall be fixed as the **later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) 5:00 p.m. (prevailing Central Time), on the date that is 21 days from the date on which the Debtors provide notice of the previously unfiled Schedule or Statement or amendment or supplement to the Schedules and Statements**.

4. The Rejection Damages Bar Date shall be fixed as the **later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) 5:00 p.m. (prevailing Central Time) on the date that is 30 days after the effective date of rejection of any executory contracts or unexpired leases of the Debtors and/or abandonment of property in connection therewith**.[3]

[3] To the extent any executory contract or unexpired lease is rejected pursuant to the terms of any Plan, the order confirming the Plan may provide a separate bar date as the deadline on or before which claimants holding claims for damages arising from such rejection must file proofs of claim with respect to such rejection.

5. The forms of the Bar Dates Notice, the Proof of Claim Form, the Publication Notice, and the manner of providing notice of the Bar Dates proposed in the Motion are approved in all respects. The form and manner of notice of the Bar Dates approved herein satisfy the notice requirements of the Bankruptcy Code and the Bankruptcy Rules.

6. Subject to terms described in this Order for holders of claims subject to the Governmental Bar Date, the following entities must file proofs of claim on or before the General Bar Date:

a. any person or entity whose claim against a Debtor is not listed in the applicable Debtor's Schedules, or is listed in such Schedules as "contingent," "unliquidated," or "disputed," if such person or entity desires to participate in any of these Chapter 11 Cases or share in any distribution in any of these Chapter 11 Cases;

b. any person or entity that believes that its claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a different classification or amount other than that identified in the Schedules;

c. any person or entity that believes that its prepetition claim as listed in the Schedules is not an obligation of the specific Debtor against which the claim is listed and that desires to have its claim allowed against a Debtor other than that identified in the Schedules; and

d. any person or entity that believes that its claim (or a portion of its claim) against a Debtor is or may be an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code.

7. The following entities, whose claims otherwise would be subject to the General Bar Date or the Governmental Bar Date, need not file proofs of claim in these Chapter 11 Cases:

a. The U.S. Trustee, on account of claims for fees payable pursuant to 28 U.S.C. § 1930;

b. any person or entity that has already filed a signed proof of claim against the respective Debtor(s) with the Clerk of the Court or with Kroll, the Debtors' claims and noticing agent, in a form substantially similar to Official Form 410;

c. any person or entity whose claim is listed on the Schedules if: (i) the claim is not scheduled as any of "disputed," "contingent," or "unliquidated;" (ii) such person or entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules; and (iii) such person or entity does not

dispute that its claim is an obligation only of the specific Debtor against which the claim is listed in the Schedules;

d. any person or entity whose claim has previously been allowed by order of the Court on or before the applicable Bar Date;

e. any person or entity whose claim has been paid in full by the Debtors pursuant to the Bankruptcy Code or in accordance with an order of the Court;

f. any Debtor having a claim against another Debtor;

g. any person or entity whose claim is based on an equity interest in any of the Debtors;

h. any current officer or director of any of the Debtors for claims based on indemnification, contribution, or reimbursement;

i. any person or entity holding a claim for which a separate deadline is fixed by this Court;

j. any person or entity holding a claim allowable under sections 503(b) or 507(a)(2) of the Bankruptcy Code as an expense of administration incurred in the ordinary course; *provided, however*, that any person or entity asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must assert such claim by filing a request for payment or a proof of claim on or prior to the General Bar Date;

k. any claim held by a current employee of the Debtors if an order of the Court authorizes the Debtors to honor such claim in the ordinary course of business as a wage, commission, or benefit; provided however, that any current or former employee must submit a proof of claim by the General Bar Date for all other claims arising before the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, and retaliation;

l. any claim held by any person or entity solely against a non-Debtor entity; and

m. professionals retained by the Debtors or the Committee.

8. Parties asserting claims against the Debtors that accrued before the Petition Date must use a proof of claim form (the "***Proof of Claim Form***") substantially in the form attached as **Exhibit C** to the Motion.

9. The following procedures for the filing of a proof of claim shall apply:

a. Each proof of claim must be filed so that it is postmarked on or before the applicable Bar Dates either (i) electronically through Kroll's website, using the interface available on such website located at

https://restructuring.ra.kroll.com/bitcoindepot (the "***Electronic Filing System***"), (ii) by delivering the original Proof of Claim Form by first-class mail to:

Bitcoin Depot Inc.
Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

(iii) by delivering the original Proof of Claim Form by hand delivery or overnight mail to:

Bitcoin Depot Inc. Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

or (iv) in a manner that is otherwise acceptable to the Debtors in consultation with the Committee.

b. A proof of claim will be deemed filed when marked by the U.S. Postal Service as received for mailing.

c. Proofs of claim may not be delivered via facsimile or electronic mail transmission (the Electronic Filing System not being considered electronic mail transmission). Any facsimile or electronic mail submissions **will not be accepted** and will not be considered properly or timely filed for any purpose in these Chapter 11 Cases.

d. Proofs of claim will be collected, docketed, and maintained by Kroll.

e. All proofs of claim must be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant. The Proof of Claim Form must be completed in English and be denominated in United States currency. Claimants should set forth with specificity the legal and factual basis for the alleged claim and attach to the completed Proof of Claim Form any documents on which the claim is based (or, if such documents are voluminous, attach a summary) or an explanation as to why the documents are not available.

f. Any person or entity asserting claims against multiple Debtors must file a separate proof of claim with respect to each Debtor. In addition, any person or entity filing a proof of claim must identify on its Proof of Claim Form the particular Debtor against which the entity asserts its claim. Any proof of claim filed under the Debtors' joint administration case number, or that otherwise fails to identify a Debtor shall be deemed as filed only against Bitcoin Depot Inc. If an entity lists more than one Debtor on any one proof of claim, the relevant claims will be treated as filed only against the first listed Debtor.

10. Any person or entity holding an interest or a security (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants, or stock options) or other ownership interest in the Debtors (an "***Interest Holder***"), need not file a proof of interest on or before the General Bar Date; *provided*, *however,* Interest Holders who desire to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including claims arising out of or relating to the sale, issuance, or distribution of such equity security or other ownership interest, must file a proof of claim by the applicable Bar Date, unless another exception identified in this Order applies.

11. Pursuant to Bankruptcy Rule 3003(c)(2), any person or entity that is required to file a proof of claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules or this Order with respect to a particular claim against the Debtors, but that fails to do so properly by the applicable Bar Date, shall not be treated as a creditor with respect to (a) such claim for purposes of voting upon any plan in these Chapter 11 Cases and (b) distribution from property of the Debtors' estates.

12. The Debtors shall retain the right to: (a) dispute, or assert offsets or defenses against, any filed proofs of claim, or any claim listed or reflected in the Schedules, as to nature, amount, liability, classification or otherwise; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules and Statements.

13. Notwithstanding anything to the contrary herein, the Debtors, in consultation with the Committee, may direct Kroll to accept a Proof of Claim received after the Bar Dates; provided

that nothing herein shall prejudice the Debtors' or any other party in interest's right to object to such Proof of Claim.

14. As soon as practicable, but no later than three business days after entry of this Order, the Debtors, through Kroll or otherwise, shall serve the Bar Dates Notice Package, including a copy of the Bar Date Notice and the Proof of Claim Form, substantially in the forms attached to the Motion as **Exhibit B** and **Exhibit C**, respectively, by first-class mail, postage prepaid, on: (a) all holders of claims or potential claims listed in the Debtors' Schedules; (b) the U.S. Trustee; (c) Willkie Farr & Gallagher LLP, as proposed counsel to the Committee appointed in these Chapter 11 Cases; (d) all parties that have requested notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the date of the entry of the Order; (e) all known creditors and other known holders of potential claims against any of the Debtors; (f) all counterparties to executory contracts and unexpired leases of the Debtors listed in the Schedules or their designated representatives; (g) all parties to pending litigation with the Debtors; (h) all current and former employees of the Debtors (to the extent that contact information for former employees is available in the Debtors' records); (i) the Internal Revenue Service and all other taxing authorities for the jurisdictions in which the Debtors conduct business; (j) all relevant state attorneys general; (k) all identified registered holders of any Interests in any of the Debtors as of the Petition Date (although copies of the Proof of Claim Form will not be provided to them); (l) all other entities listed on the Debtors' respective creditor matrices; and (m) counsel to any of the foregoing, if known.

15. The Debtors shall post the Bar Date Notice and Proof of Claim Form on Kroll's website at https://restructuring.ra.kroll.com/bitcoindepot.

16. As soon as practicable, but no later than three business days after entry of this Order, the Debtors, through Kroll or otherwise, shall serve the Bar Date Notice and a link to Kroll's

website at https://restructuring.ra.kroll.com/bitcoindepot, by email to current and former customers to the email address listed in the Debtors' records.

17. The Debtors shall also post the Bar Date Notice and a link to Kroll's website at https://restructuring.ra.kroll.com/bitcoindepot to the Debtors' social media channels.

18. After the initial mailing of the Bar Dates Notice Package, the Debtors may, in their sole discretion, make supplemental mailings of notices, including in the event that: (a) notices are returned by the post office with forwarding addresses;[4] (b) certain parties acting on behalf of parties in interest decline to distribute notices to these parties and instead return their names and addresses to the Debtors for direct mailing; and (c) additional potential claimants or parties in interest become known as the result of the Bar Date noticing process or the Schedules and Statements filing process. In this regard, the Debtors are permitted to make supplemental mailings of the Bar Dates Notice Package in these and similar circumstances at any time up to 10 days in advance of the applicable Bar Date, with any such mailings deemed timely and such Bar Date being applicable to the recipient creditors.

19. Pursuant to Bankruptcy Rules 2002(l) and 9008, the Debtors shall publish the Publication Notice in *The New York Times* and *The Globe & Mail* as a means to provide notice of the Bar Dates to unknown potential claimants. The Debtors will cause such publication to occur as soon as reasonably practicable after entry of the Bar Date Order, but in no event later than 21 days before the General Bar Date.

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

[4] To the extent that any notices are returned as "return to sender" without a forwarding address, the Debtors request that they not be required to mail additional notices to such creditors.

21. 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.

22. Entry of this Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing the date by which holders of claims not subject to the Bar Dates established herein must file such claims against the Debtor or be forever barred from so doing.

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

24. 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: June 25, 2026

Christopher Lopez
United States Bankruptcy Judge

# EXHIBIT B

## Bar Date Notice

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | ) | Case No. 26–90528 (CML) |
| Debtors.[1] | ) | (Jointly Administered) |
| | ) | (Emergency Hearing Requested) |

**NOTICE OF DEADLINES FOR FILING PROOF OF CLAIM**

**TO ALL PERSONS OR ENTITIES WHO MAY HAVE CLAIMS AGAINST THE ABOVE-CAPTIONED DEBTORS:**

On May 17, 2026 (the "***Petition Date***"), Bitcoin Depot Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, the "***Debtors***") filed voluntary cases under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***"). Set forth below are the name, case number, and last four digits of the federal tax identification number for each of the Debtors:

| Debtor | Case Number | EIN # (Last 4 Digits) |
|---|---|---|
| Express Vending Inc. | 26–90526 | N/A |
| Bitcoin Depot Operating LLC | 26–90527 | 3586 |
| Bitcoin Depot Inc. | 26–90528 | 9029 |
| BCD Merger Sub LLC | 26–90529 | N/A |
| BT Holdco LLC | 26–90530 | 1549 |
| BTM International Holdings I LLC | 26–90531 | N/A |
| BTM International Holdings II LLC | 26–90532 | N/A |
| Cash Ramp LLC | 26–90533 | N/A |
| Digital Gold Ventures Inc. | 26–90534 | N/A |
| Intuitive Software LLC | 26–90535 | 4496 |
| Kiosk Holdco LLC | 26–90536 | 1964 |
| Kiosk Technicians, LLC | 26–90537 | 8185 |
| Kutt, Inc. | 26–90538 | 5034 |
| Lux Vending Kiosk, LLC | 26–90539 | 0032 |
| MCA Services Group, LLC | 26–90540 | N/A |

[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.

| Debtor | Case Number | EIN # (Last 4 Digits) |
|---|---|---|
| Mintz Assets, Inc. | 26–90541 | 6273 |
| BitAccess Inc. | 26–90542 | N/A |

On [●], 2026, the Court entered an order [Docket No. ___ ] (the "***Bar Date Order***") in the above-captioned Chapter 11 Cases establishing certain deadlines for filing proofs of claim. Pursuant to the Bar Date Order, the Court has established:

- **July 21, 2026 at 5:00 p.m. (prevailing Central Time)** as the general bar date for filing prepetition claims in the Debtors' Chapter 11 Cases (the "***General Bar Date***");

- **November 23, 2026 at 5:00 p.m. (prevailing Central Time)** as the bar date for Governmental Units to file proofs of claim (the "***Governmental Bar Date***");

- **the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) 5:00 p.m. (prevailing Central Time), on the date that is 21 days from the date on which the Debtors provide notice of a previously unfiled Schedule or amendment or supplement to the Schedules (as defined herein)** as the bar date for claimants holding claims affected by such filing, amendment, or supplement to file proofs of claim (the "***Amended Schedules Bar Date***"); and

- **the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) 5:00 p.m. (prevailing Central Time) on the date that is 30 days after the effective date of rejection of any executory contracts or unexpired leases of the Debtors and/or abandonment of property in connection therewith** as the bar date for claimants asserting claims resulting from the Debtors' rejection of an executory contract or unexpired lease to file Proofs of Claim for damages arising from such rejection (the "***Rejection Damages Bar Date***").[2]

As used in this notice, the term "**claim**" has the meaning given to it in section 101(5) of the Bankruptcy Code: (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

As used in this notice, the term "**entity**" has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons, estates, trusts, and governmental units. In addition,

[2] To the extent any executory contract or unexpired lease is rejected pursuant to the terms of any chapter 11 plan confirmed in these Chapter 11 Cases (the "***Plan***"), the order confirming the Plan shall provide a separate bar date as the deadline on or before which claimants holding claims for damages arising from such rejection must file proofs of claim with respect to such rejection.

the terms "persons" and "governmental units" are defined in sections 101(41) and 101(27) of the Bankruptcy Code, respectively.

## THE BAR DATES

The Bar Date Order establishes the following bar dates for filing claims in these cases (collectively, the "***Bar Dates***"):

**General Bar Date**. Pursuant to the Bar Date Order, except as described below, all persons or entities other than governmental units, that hold claims (whether secured, unsecured, priority, or unsecured nonpriority, including section 503(b)(9) claims)[3] against the Debtors that arose before the Petition Date must file proofs of claim so as to be **postmarked on or before July 21, 2026 at 5:00 p.m**. (prevailing Central Time).

**Governmental Bar Date**. Pursuant to the Bar Date Order, except as described below, all governmental units holding claims (whether secured, unsecured, priority, or unsecured nonpriority, including section 503(b)(9) claims) against the Debtors that arose before the Petition Date must file proofs of claim so as to be **postmarked on or before November 23, 2026 at 5:00 p.m.** (prevailing Central Time).

**Amended Schedules Bar Date**. Pursuant to the Bar Date Order, except as described below, all persons or entities holding claims affected by the Debtors filing a previously unfiled schedule of assets and liabilities and schedule of executory contracts and unexpired leases (the "***Schedules***"), or amending or supplementing their Schedules must file proofs of claims so as to be **postmarked on or before the Amended Schedules Bar Date**.

**Rejection Damages Bar Date**. Pursuant to the Bar Date Order, except as described below, all persons or entities holding claims for damages arising from the rejection of any executory contract or unexpired lease of the Debtors and/or abandonment of property in connection therewith must file proofs of claim with respect to such rejection so as to be **postmarked on or before the Rejection Damages Bar Date**. Notwithstanding the foregoing, a party to an executory contract or unexpired lease that asserts a claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a proof of claim for such amounts on or before the General Bar Date, the Governmental Bar Date, or the Amended Schedules Bar Date, as applicable.

[3] Section 503(b)(9) of the Bankruptcy Code provides for an administrative expense claim with respect to the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

## INSTRUCTIONS FOR FILING CLAIMS

### 1. WHO MUST FILE

The following persons or entities must file proofs of claim on or before the applicable Bar Date:

a. any person or entity whose claim against a Debtor is not listed in the applicable Debtor's Schedules, or is listed in such Schedules as "contingent," "unliquidated," or "disputed," if such person or entity desires to participate in any of these Chapter 11 Cases or share in any distribution in any of these Chapter 11 Cases;

b. any person or entity that believes that its claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a different classification or amount other than that identified in the Schedules;

c. any person or entity that believes that its prepetition claim as listed in the Schedules is not an obligation of the specific Debtor against which the claim is listed and who desires to have its claim allowed against a Debtor other than that identified in the Schedules; and

d. any person or entity who believes that its claim (or a portion of its claim) against a Debtor is or may be an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code.

### 2. WHO DOES NOT NEED TO FILE

The Bar Date Order provides that the following persons or entities, whose claims would otherwise be subject to the Bar Dates, need not file proofs of claim in these Chapter 11 Cases:

a. the U.S. Trustee, on account of claims for fees payable pursuant to 28 U.S.C. § 1930;

b. any person or entity that has already filed a signed proof of claim against the respective Debtor(s) with the Clerk of the Court or with Kroll, the Debtors' claims and noticing agent, in a form substantially similar to Official Form 410;

c. any person or entity whose claim is listed on the Schedules if: (i) the claim is not scheduled as any of "disputed," "contingent," or "unliquidated;" (ii) such person or entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules; and (iii) such person or entity does not dispute that its claim is an obligation only of the specific Debtor against which the claim is listed in the Schedules;

d. any person or entity whose claim has previously been allowed by order of the Court on or before the applicable Bar Date;

e. any person or entity whose claim has been paid in full by the Debtors pursuant to the Bankruptcy Code or in accordance with an order of the Court;

f. any Debtor having a claim against another Debtor;

g. any person or entity whose claim is based on an equity interest in any of the Debtors;

h. any current officer or director of any of the Debtors for claims based on indemnification, contribution, or reimbursement;

i. any person or entity holding a claim for which a separate deadline is fixed by this Court;

j. any person or entity holding a claim allowable under sections 503(b) or 507(a)(2) of the Bankruptcy Code as an expense of administration incurred in the ordinary course; *provided, however*, that any person or entity asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must assert such claim by filing a request for payment or a proof of claim on or prior to the General Bar Date;

k. any claim held by a current employee of the Debtors if an order of the Court authorizes the Debtors to honor such claim in the ordinary course of business as a wage, commission, or benefit; provided however, that any current or former employee must submit a proof of claim by the General Bar Date for all other claims arising before the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, and retaliation;

l. any claim held by any person or entity solely against a non-Debtor entity; and

m. professionals retained by the Debtors or the Committee;

**The fact that you have received this notice does not mean that you have a claim or that the Debtors or the Court believe that you have a claim against the Debtors. You should not file a proof of claim if you do not have a claim against any of the Debtors.**

## 3. WHAT TO FILE

Parties asserting claims against the Debtors that arose before the Petition Date, including section 503(b)(9) claims, must use the copy of the proof of claim form (the "***Proof of Claim Form***") included with this notice. The Proof of Claim Form will state, along with the claimant's name: (a) whether the claimant's claim is listed in the Schedules and, if so, the Debtor against which the claimant's claim is scheduled; (b) whether the claimant's claim is listed as disputed, contingent, or unliquidated; and (c) whether the claimant's claim is listed as secured, unsecured, or priority. If a claim is listed in the Schedules in a liquidated amount that is not disputed or contingent, the dollar amount of the claim (as listed in the Schedules) also will be identified on the Proof of Claim Form. **If you disagree with any of the information on the Proof of Claim Form regarding your claim, you must correct it on the Proof of Claim Form**. Additional copies of the Proof of Claim Form may be obtained through the Debtors' case website, at

https://restructuring.ra.kroll.com/bitcoindepot or by calling Kroll at (844) 339-4117 (Toll-Free U.S./Canada) or + 1 (332) 232-7827 (International).

**4. WHEN AND WHERE TO FILE**

Persons and entities must file proofs of claim so that it is **marked by the U.S. Postal Service as received for mailing on or before the applicable Bar Date**. Proofs of claim may be submitted: (a) electronically through Kroll's website, using the interface available on such website located at https://restructuring.ra.kroll.com/bitcoindepot, (b) by delivering the original Proof of Claim Form by first-class mail to:

Bitcoin Depot Inc.
Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

(c) by delivering the original Proof of Claim Form by hand delivery or overnight mail to:

Bitcoin Depot Inc. Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

or (d) in a manner that is otherwise acceptable to the Debtors in consultation with the Committee.

Proofs of claim will be deemed filed when **marked by the U.S. Postal Service as received for mailing**.

Proofs of claim **may not be delivered via facsimile or electronic mail transmission**. Any facsimile or electronic mail submissions will not be accepted.

Proofs of claim will be collected, docketed, and maintained by Kroll. If you would like a copy of your proof of claim returned to you as proof of receipt, please enclose an additional copy of your proof of claim and a self-addressed postage-paid envelope.

All Proof of Claim Forms must be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant. The Proof of Claim Form must be completed in English and be denominated in United States currency. You should set forth with specificity the legal and factual basis for the alleged claim and attach to your completed Proof of Claim Form any documents on which the claim is based (or, if such documents are voluminous, attach a summary) or an explanation as to why the documents are not available.

Any person or entity asserting claims against multiple Debtors must file a separate proof of claim with respect to each Debtor. In addition, any person or entity filing a proof of claim must identify on its Proof of Claim Form the particular Debtor against which the person or entity asserts its claim. Any proof of claim filed under the Debtors' jointly administered case number in these

Chapter 11 Cases or that otherwise fails to identify a Debtor shall be deemed as filed **only** against Debtor Bitcoin Depot Inc. If an entity lists more than one Debtor on any one proof of claim, the relevant claims will be treated as filed **only** against the first listed Debtor.

## NO REQUIREMENT FOR STOCKHOLDERS TO FILE PROOFS OF INTEREST

Any entity holding an interest in the Debtors (an "***Interest Holder***"), which interest is based exclusively upon the ownership of: (a) a membership interest in a limited liability company; (b) common or preferred stock in a corporation; or (c) warrants or right to purchase, sell, or subscribe to such a security or interest (any such security or interest being referred to herein as an "Interest"), need not file a proof of interest on or before the General Bar Date; provided, however, that Interest Holders who wish to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an Interest, including claims arising out of or relating to the sale, issuance, or distribution of the Interest, must file a proof of claim by the applicable Bar Date, unless another exception applies.

## CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM

Pursuant to Bankruptcy Rule 3003(c)(2), any person or entity that is required to file a proof of claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or the Bar Date Order with respect to a particular claim against the Debtors, but that fails to do so properly by the applicable Bar Date, shall not be treated as a creditor with respect to such claim for purposes of (a) voting upon any plan in these Chapter 11 Cases and (b) distribution from property of the Debtors' estates.

## RESERVATION OF RIGHTS

Unless specifically provided herein, and notwithstanding any actions taken hereunder, nothing in the Motion and this notice 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 this 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.

## ADDITIONAL INFORMATION

If you require additional information regarding the filing of a claim, you may contact Kroll **at (844) 339-4117 (Toll-Free U.S./Canada) or + 1 (332) 232-7827 (International)** or by submitting an inquiry through the Debtors' case website at: https://restructuring.ra.kroll.com/bitcoindepot.

Kroll cannot advise you how to file, or whether you should file, a claim. You may wish to consult an attorney regarding this matter.

Dated: June 24, 2026
Houston, Texas

*/s/ Paul E. Heath*

**VINSON & ELKINS LLP**
Paul E. Heath (TX 09355050)
Sara Zoglman (TX 24121600)
845 Texas Avenue, Suite 4700
Houston, Texas 77002
Tel: 713.758.2222
Fax: 713.758.2346
Email: pheath@velaw.com
szoglman@velaw.com

-and-

David S. Meyer (*pro hac vice* pending)
Jessica C. Peet (*pro hac vice* pending)
1114 Avenue of the Americas, 32nd Floor
New York, New York 10036
Tel: 212.237.0000
Fax: 212.237.0100
Email: dmeyer@velaw.com
jpeet@velaw.com

*Proposed Counsel to the Debtors and Debtors in Possession*

# EXHIBIT C

**Proof of Claim Form**

**Fill in this information to identify the case:**

Debtor 1 _____

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: _____ District of _____

Case number _____

Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

_____
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

❑ No
❑ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| _____ Name | _____ Name |
| _____ Number Street | _____ Number Street |
| _____ City State ZIP Code | _____ City State ZIP Code |
| Contact phone _____ | Contact phone _____ |
| Contact email _____ | Contact email _____ |

Uniform claim identifier (if you use one):

__ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __

4. **Does this claim amend one already filed?**

❑ No
❑ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

❑ No
❑ Yes. Who made the earlier filing? _____

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
- ❑ No
- ❑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $_____. **Does this amount include interest or other charges?**
- ❑ No
- ❑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

_____

9. **Is all or part of the claim secured?**
- ❑ No
- ❑ Yes. The claim is secured by a lien on property.

**Nature of property:**
- ❑ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
- ❑ Motor vehicle
- ❑ Other. Describe: _____

**Basis for perfection:** _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property**: $_____

**Amount of the claim that is secured:** $_____

**Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $_____

**Annual Interest Rate** (when case was filed)_____%
- ❑ Fixed
- ❑ Variable

10. **Is this claim based on a lease?**
- ❑ No
- ❑ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
- ❑ No
- ❑ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

❑ No

❑ Yes. *Check one:*

| | **Amount entitled to priority** |
|---|---|
| ❑ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $_____ |
| ❑ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $_____ |
| ❑ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $_____ |
| ❑ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $_____ |
| ❑ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $_____ |
| ❑ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $_____ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

❑ I am the creditor.

❑ I am the creditor's attorney or authorized agent.

❑ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

❑ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

_____
Signature

**Print the name of the person who is completing and signing this claim:**

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

_____
City State ZIP Code

Contact phone _____ Email _____

**SCHEDULE "B"**
**Third Interim Cash Collateral Order**

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | ) | Case No. 26 – 90528 (CML) |
| Debtors.[1] | ) | (Jointly Administered) |

**THIRD 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, 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 third interim order (together with all annexes and exhibits hereto, this "***Third 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 Third 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), NFS, and VFS 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 Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties) as of the Petition Date resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code, the subordination of the Prepetition Liens to the Carve Out, or the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties);

(ii) authorizing the Debtors to maintain funds in the Adequate Protection Account;

(iii) confirming that application of the automatic stay under section 362 of the Bankruptcy Code prohibits the Prepetition 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 Third Interim Order; and

(v) scheduling a final hearing (the "***Final Hearing***") to consider final approval of the use of Cash Collateral and other provisions set forth in this Third Interim Order pursuant to a proposed final order (the "***Final 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 hearings held on May 19, 2026, June 9, 2026, and June 24, 2026 (collectively, the "***Interim Hearings***"); and notice of the Interim Hearings having been given in accordance with Bankruptcy Rules 4001 and all applicable Local Rules; and the Interim Hearings 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 Final 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 Hearings 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 HEARINGS, 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 Hearings were held pursuant to Bankruptcy Rule 4001(b)(2) and paragraph C of the Complex Case Procedures. Proper, timely, and sufficient notice of the

[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.

Interim Hearings 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 Third 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. First Interim Order.** On May 19, 2026, the Court entered the *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* [Docket No. 44] (the "***First Interim Order***").

**F. Second Interim Order.** On June 9, 2026, the Court entered the *Second 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, and (V) Granting Related Relief* [Docket No. 184] (the "***Second Interim Order***").

**G. Committee Formation**. On May 28, 2026, the Office of the United States Trustee for the Southern District of Texas (the "***U.S. Trustee***") appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (the "***Committee***") [Docket No. 101].

**H. 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.

**I. 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 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***").

[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.

(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***").[5]

(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

[5] Nothing herein shall prejudice or otherwise affect, OptConnect Management, LLC's ("***OptConnect***") Response and Reservation of Rights (the "***Response***") [ECF No. 114], filed in the above-captioned main case docket in these Chapter 11 Cases, for its interest in the Routers (as defined in Response) that OptConnect provided to the Debtors, including, without limitation, the right to assert that the Routers do not constitute part of Prepetition Collateral of the Term Loan Secured Lenders, VFS, NFS, or the collateral of any creditor asserting a security interest in the Debtors' property, or are otherwise subject to the asserted Prepetition Lien or the liens granted under this Third Interim Cash Collateral Order, whether such Routers are in storage, placed in or removed from the Debtors' Equipment.

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 Third Interim Order.

**J. VFS Financing Allegations**

(i) VFS Financing Documents. Pursuant to that certain *Master Equipment Finance Agreement* dated as of June 29, 2021 by and between VFS LLC ("***VFS***") and Lux Vending, LLC (as amended or otherwise modified prior to the Petition Date, the "***VFS Financing Agreement***", and collectively with 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 "***VFS Financing Documents***,") by and among Lux Vending, LLC, as customer (the "***VFS Customer***") and VFS as lender, VFS extended loans (the "***VFS Debt***") and other financial accommodations to the VFS Customer pursuant to the VFS Financing Documents.

(ii) VFS Liens. As more fully set forth in the VFS Financing Documents, prior to the Petition Date VFS asserted a security interest in, and lien on (the "***VFS Liens***") all Collateral (as defined in the VFS Financing Documents) and all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising (the "***VFS Collateral***").

**K. NFS Financing Allegations**

(i) NFS Financing Documents. Pursuant to that certain *Master Equipment Lease* dated as of November 22, 2021 by and between NFS Leasing, Inc. ("***NFS***" and together with VFS and the Prepetition Secured Parties, the "***Prepetition Secured Parties***") and Lux Vending, LLC (as amended or otherwise modified prior to the Petition Date, the "***NFS Financing Agreement***," and collectively with 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 "***NFS Financing Documents***" and together with the VFS Financing Document and the Term Loan Documents, the "***Prepetition Loan Documents***") by and among Lux Vending, LLC, as customer (the "***NFS Customer***") and NFS as lender, NFS extended loans (the "***NFS Debt***" and together with the VFS Debt and the Term Loan Debt, the "***Prepetition Debt***") and other financial accommodations to NFS Customer pursuant to the NFS Financing Documents.

(ii) NFS Liens. As more fully set forth in the NFS Financing Documents, prior to the Petition Date NFS asserted a security interest in, and lien on (the "***NFS Liens***" and together with the VFS Liens and Term Loan Liens, the "***Prepetition Liens***") certain collateral and all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising (the "***NFS Collateral***" and together with the VFS Collateral and Term Loan Collateral, the "***Prepetition Collateral***").

**L. Interim Findings Regarding the Use of Cash Collateral**.

(i) This Court concludes that good and sufficient cause has been shown for entry of this Third Interim Order and entry of this Third 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 Third 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 Hearings, the terms of the Adequate Protection Obligations granted to the Prepetition Secured Parties as provided in paragraph 4 of this Third Interim Order, and the terms on which the Debtors may continue to use the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties) pursuant to this Third 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 Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties, 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 Prepetition 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 Prepetition Secured Parties in this Third Interim Order is limited to any diminution in the value of the Prepetition Secured Parties' alleged respective interests in the Prepetition Collateral (if any) (including Cash Collateral of the Term Loan Secured Parties) 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.

**M. Prepetition Debt and Liens**. Nothing herein shall constitute a finding or ruling by this Court that: (a) any Prepetition Debt is allowed, valid, enforceable, or non-avoidable against the applicable Debtors; or (b) any alleged Prepetition 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, 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, any Prepetition Debt, any alleged Prepetition Lien, and/or other security interests and liens.

**N. 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 Prepetition Secured Parties, and the Committee, 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.

**O. Immediate Entry**. Sufficient cause exists for immediate entry of this Third Interim Order pursuant to Bankruptcy Rule 4001(b)(2). Absent granting the relief set forth in this Third Interim Order, the Debtors' estates will be immediately and irreparably harmed. Permitting the use of Cash Collateral in accordance with this Third 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 Third 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 Third Interim Order. All objections to this Third 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 Third 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) the date of the Final Hearing. 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 Third Interim Order.

3. *Banks Must Honor This Third 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 Prepetition Secured Parties.* Pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, the Prepetition Secured Parties are entitled to adequate protection of their alleged respective interests in the Prepetition 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 Prepetition 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), NFS, and VFS are hereby granted the following as adequate protection (collectively, the "***Adequate Protection Obligations***"):

(a) Term Loan Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, upon entry of the Third 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 "***Term Loan 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 "***Term Loan 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) NFS Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, upon entry of the Third Interim Order and effective as of the Petition Date, NFS is hereby granted automatically perfected replacement security interests in and liens upon the NFS Collateral with the same validity, priority, and scope as the NFS Liens on such collateral, which, for the avoidance of doubt, does not include any Cash Collateral, and subject and subordinate to the Carve Out (all such replacement liens and security interests, the "***NFS Adequate Protection Liens***").

(c) VFS Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, upon entry of the Third Interim Order and effective as of the Petition Date, VFS is hereby granted automatically perfected replacement security interests in and liens upon the VFS Collateral with the same validity, priority, and scope as the VFS Liens on such

collateral, which, for the avoidance of doubt, does not include any Cash Collateral, and subject and subject and subordinate to the Carve Out (all such replacement liens and security interests, the "***VFS Adequate Protection Liens***" and together with the Term Loan Adequate Protection Liens and the NFS Adequate Protection Liens, the "***Adequate Protection Liens***").

(d) In the event any NFS Collateral or VFS Collateral is liquidated by the Debtors, the identifiable proceeds of such collateral shall be deposited in a segregated account and the Adequate Protection Liens of each the Term Loan Secured Parties, NFS, and VFS shall attach to such proceeds with the same validity, priority, and scope as existed on such property as of the Petition Date, subject to further order of the Court.

(e) Adequate Protection Claims of Term Loan Secured Parties. Upon entry of the Third 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 Prepetition Collateral, and the subordination of the Term Loan Liens to the Carve Out.

(f) Segregated Account. On May 21, 2026, the Debtors deposited $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 Final Order.

(g) 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, counsel to NFS, counsel to VFS, and counsel for the Committee or other statutory committee.

(h) Monitoring of Collateral. The Prepetition Secured Parties and their advisors shall be given reasonable access to the Debtors' books, records, and properties for purposes of monitoring the Prepetition Collateral.

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

(j) 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 through the date of the Final Hearing; *provided*, to the extent the Term Loan Secured Parties are determined to be undersecured or upon a successful Challenge, the Court shall retain authority to fashion an appropriate remedy with respect to any payments benefitting the Term Loan Secured Parties pursuant to this paragraph.

5. *Budget*. The Budget reflects, among other things, through the date of the Final Hearing, 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 through the date of the Final Hearing; *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 the First Interim Order, or (y) the date of 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 July 6, 2026 (absent agreement of the Debtors and the Term Loan Secured Partis 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 sought pursuant to a standing motion filed 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 the First 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 Third 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 Prepetition 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 Prepetition Secured Parties; provided that any of the Prepetition 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 Third

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 Third Interim Order.

9. *Limitation on Use of Collateral.* Notwithstanding any other provision of this Third 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 the First Interim Order, the Second Interim Order, this Third 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 First Interim Order, Second Interim Order, this Third Interim Order, or Final Order, as applicable, each in accordance with the Term Loan Documents and this Third 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 the First Interim Order, Second Interim Order, this Third Interim Order, or the Term Loan Documents, as applicable, other than in accordance with this Third 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 Third 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 Third Interim Order, have been indefeasibly paid in full in cash.

10. Upon the occurrence of a Termination Event, the Prepetition 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 Prepetition Secured Parties' exercise of any remedies against any of the Prepetition 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 Third 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 $150,000, 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 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 Prepetition Documents or

this Third 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 Third Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute an advance or extension of credit under the Prepetition Documents or increase or reduce the obligations under the Prepetition 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 Third Interim Order or in the Prepetition Documents, the Carve Out shall be senior and prior to the Prepetition Liens, claims on account of the Prepetition Debt, the Adequate Protection Liens, the Adequate Protection Claims, and any and all other forms of adequate protection, liens, or claims arising under the First Interim Order, the Second Interim Order, this Third Interim Order or securing the debt and obligations under the Prepetition Documents save and except with respect to cash and funds on deposit in the Adequate Protection Account (subject to the 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 Third Interim Order, and notwithstanding any other provision of this Third Interim Order or any provision of the other Prepetition 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 Fees[6] (the "***Professional Fee Reserve Account***"). The Professional Fee Reserve Account shall be held for the benefit of Professional Persons[7] and shall not be property of the Debtors' estates or subject to the control, lien, security interest, or claims of the Prepetition Secured Parties, or any other creditor. Upon entry of this Third 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 each Professional Person (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 Professional Person shall deliver to the Debtors a statement setting forth the Estimated Professional Fees for such Professional Person 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 Professional Person, any amount equal to the sum of all such fees, to the

[6] For the purposes of this paragraph 11(d) "Allowed Professional Fees" shall include the Charges.

[7] 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 the Professional Person 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 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 Prepetition 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 Third Interim Order or otherwise shall be construed to obligate the Prepetition 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 Third Interim Order*.

(a) If any or all of the provisions of this Third 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 Prepetition Secured Parties, 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 Third Interim Order, the Adequate Protection Obligations and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Third 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 Third 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 Prepetition Secured Parties granted by the provisions of this Third 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 Prepetition 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 Prepetition Liens.

14. *Effectiveness*. This Third 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 Third Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Third 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 Third 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 Third 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 Third Interim Order.

19. *Third Interim Order Controls*. In the event of any inconsistency between the terms and conditions of the Prepetition Documents and this Third Interim Order, the provisions of this Third 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 Third 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. *Final Hearing.* The final hearing on the Motion shall be held on July 8, 2026, at 9:00 a.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 July 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 Committee and their counsel.

Signed: June 24, 2026

Christopher Lopez
United States Bankruptcy Judge

**EXHIBIT 1**

**Budget**

# Cash Flow Forecast

| Week Ending | 6/26/2026 | 7/3/2026 | 7/10/2026 | Total |
|---|---|---|---|---|
| ***Operating Cash Flow*** | | | | |
| **Cash Deposits from Kiosks** | **$ 75** | **$ 639** | **$ -** | **$ 714** |
| ***Operational Disbursements*** | | | | |
| Crypto Costs | $ - | $ - | $ - | $ - |
| Payroll | (142) | (598) | (50) | (790) |
| Other Operating Expenses | (207) | (1,035) | (751) | (1,993) |
| **Total Operating Disbursements** | **$ (349)** | **$ (1,633)** | **$ (801)** | **$ (2,783)** |
| **Operating Cash Flow** | **$ (274)** | **$ (994)** | **$ (801)** | **$ (2,069)** |
| **Cumulative Operating Cash Flow** | **(274)** | **(1,268)** | **(2,069)** | **(2,069)** |
| Restructuring Disbursements | $ (1,915) | $ (1,673) | $ (1,074) | $ (4,662) |
| **Net Cash Flow** | **$ (2,189)** | **$ (2,667)** | **$ (1,875)** | **$ (6,730)** |
| **Starting Cash Balance** | $ 20,227 | $ 18,438 | $ 18,438 | $ 20,227 |
| (+/-) Net Cash Flow | (2,189) | (2,667) | (1,875) | (6,730) |
| (+) Bitcoin Liquidation | 400 | 2,667 | 1,875 | 4,941 |
| **Ending Cash Balance** | **$ 18,438** | **$ 18,438** | **$ 18,438** | **$ 18,438** |
| (-) Silverview Reserve[1] | (17,220) | (17,220) | (17,220) | (17,220) |
| (+) Bitcoin Investment (net of fees) | 6,136 | 3,469 | 1,594 | 1,594 |
| **Total Liquidity[2]** | **$ 7,354** | **$ 4,687** | **$ 2,812** | **$ 2,812** |

**Notes:**

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.
2. The Debtors are currently conducting a court-approved sale and auction process for substantially all of their assets. The forecast presented herein does not include any potential proceeds from such sale transactions, as the timing, amount, and ultimate outcome of the sale process remain uncertain

**SCHEDULE "C"**
**Conditional Approval of Disclosure Statement and Plan Order**

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | ) | Case No. 26–90528 (CML) |
| Debtors.[1] | ) | (Jointly Administered) |

**ORDER (I) SCHEDULING A COMBINED HEARING; (II) ESTABLISHING OBJECTION DEADLINES; (III) APPROVING THE SOLICITATION MATERIALS AND TABULATION PROCEDURES; (IV) CONDITIONALLY APPROVING THE COMBINED DISCLOSURE STATEMENT AND PLAN; 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 order (this "***Order***") (a) scheduling a Combined Hearing, (b) establishing objection deadlines, (c) approving the Solicitation Materials and Tabulation Procedures, (d) conditionally approving the Combined Disclosure Statement and Plan, and (e) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. § 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

---

[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' 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 ascribed to them in the Motion or the Combined Disclosure Statement and Plan, as applicable.

28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion; 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 having given due deliberation upon the Motion and all of the proceedings had before the Court in connection with the Motion, it is HEREBY ORDERED THAT:

1. The Combined Hearing, at which time the Court will consider, among other things, the adequacy and confirmation of the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (the "***Combined Disclosure Statement and Plan***"), will be held **virtually by video conference** before the Honorable Judge Christopher M. Lopez, United States Bankruptcy Judge, on **August 7, 2026 at 9:00 a.m. (Central Time)**. The Combined Hearing may be adjourned from time to time, subject to the terms of the Combined Disclosure Statement and Plan, without further notice other than an announcement of the adjourned date(s) in open court, at the Combined Hearing, or by an appropriate filing with the Court, and notice of such adjourned date(s) will be available on the Solicitation Agent's website: https://restructuring.ra.kroll.com/bitcoindepot.

2. Any objections to the approval or confirmation of the Combined Disclosure Statement and Plan must (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and the amount and nature of the claim or interest beneficially owned by such entity; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Combined Disclosure

Statement and Plan that would resolve such objections; and (e) be filed with the Court with proof of service, so as to be received **no later than 5:00 p.m. (Central Time) on July 30, 2026**. Objections must be served on:

a. proposed counsel to the Debtors, Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman and 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036 Attn: David S. Meyer and Jessica C. Peet;

b. counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra;

c. the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen;

d. counsel to the Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: James H. Burbage and Emma Kari; and

e. those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002.

3. Objections, if any, not timely filed and served in the manner set forth above may, in the Court's discretion, not be considered and may be overruled.

4. The following additional dates and deadlines related to the solicitation of votes on the Combined Disclosure Statement and Plan are approved as set forth below:

| Event | Date |
|---|---|
| Voting Record Date[3] | June 22, 2026 |
| Notice Date[4] | Within one (1) business day following entry of the Order (or as soon as practicable thereafter) |
| Solicitation Mailing Deadline and Deadline to Mail the Notice of Non-Voting Status | Within three (3) business days of entry of the Order (or as soon as practicable thereafter) |
| Publication Deadline | Within five (5) business days following entry of the Order (or as soon as practicable thereafter) |
| Plan Supplement Filing Deadline | July 16, 2026 |
| Voting Deadline[5] and Objection Deadline | July 30, 2026 at 5:00 p.m. (Central Time) |
| Reply Deadline | August 4, 2026 at 5:00 p.m. (Central Time) |
| Deadline to File the Voting Report | August 4, 2026 |
| Combined Hearing Date | August 7, 2026 at 9:00 a.m. (Central Time) |

5. The Solicitation Materials and Tabulation Procedures satisfy the requirements of the Bankruptcy Code and Bankruptcy Rules and are approved. The Ballots, substantially in the form attached to the Motion as **Exhibit B**, **Exhibit C**, and **Exhibit D** are approved in all respects. The forms of the Notice of Non-Voting Status and the Combined Hearing Notice, attached to the Motion as **Exhibit E** and **Exhibit F**, respectively, are approved in all respects and shall be deemed good and sufficient notice of these Chapter 11 Cases, the Combined Hearing, the Objection Deadline, and the procedures for objecting to the adequacy and/or confirmation of the Combined Disclosure Statement and Plan and, with respect to Holders of Claims in Classes 1 and 2, opting

---

[3] The "***Voting Record Date***" is the date as of which a holder of record of a claim entitled to vote on the Combined Disclosure Statement and Plan must have held such claim to cast a vote to accept or reject the Combined Disclosure Statement and Plan.

[4] The "***Notice Date***" is the date by which the Combined Hearing Notice (as defined below) will be served upon the Debtors' creditor matrix and all interest holders of record as of the Voting Record Date to provide notice of the Combined Hearing.

[5] The "***Voting Deadline***" is the deadline by which the Solicitation Agent must have received the ballots of the Voting Classes (as described below) to be properly counted.

out of the releases in Article IX of the Combined Disclosure Statement and Plan, and service thereof complies with the requirements of the Bankruptcy Code and the Bankruptcy Rules and is approved.

6. The Court conditionally approves the Combined Disclosure Statement and Plan as containing adequate information as required by section 1125 of the Bankruptcy Code without prejudice to any party in interest objecting to the Combined Disclosure Statement and Plan at the Combined Hearing; provided, that any party in interest who has not (a) notified the Debtors of its intention to object to the Combined Disclosure Statement and Plan on the basis that it does not include adequate information prior to the Voting Deadline, (b) provided the Debtors with a written request for additional information that would cure such objection, and (c) provided sufficient opportunity for the Debtors to cure such objection or provide such information, shall be deemed to have waived such objection to the Combined Disclosure Statement and Plan.

7. The Solicitation Materials and Tabulation Procedures set forth in the Motion are approved as modified herein.

8. Solely for the purpose of voting to accept or reject the Plan and not for purposes of allowance or distribution on account of a Claim, each Claim within a Voting Class shall be temporarily allowed in an amount equal to (i) the amount asserted in a timely filed Proof of Claim, or, if no timely Proof of Claim has been filed, (ii) the liquidated, non-contingent, undisputed amount of such Claim set forth in the Schedules, subject to the following exceptions:

a. If a Claim is deemed Allowed pursuant to the Plan, such Claim shall be Allowed for voting purposes in the deemed Allowed amount set forth in the Plan.

b. If a Claim has been estimated for voting purposes or otherwise allowed for voting purposes by order of the Court, such Claim shall be allowed in the amount so estimated or allowed by the Court for voting purposes only with respect to the Plan, and not for purposes of allowance or distribution, unless otherwise provided by order of the Court.

c. If an objection to, or request for estimation of, a Claim has been filed by the Voting Deadline, such Claim shall be temporarily disallowed or estimated for voting purposes only with respect to the Plan and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in such objection or request for estimation; *provided* if the claimant files a response thereto, the matter shall be resolved by the Court.

d. If the voting amount of a Claim has been established by a stipulation, settlement, or other agreement filed by the Debtors on or before the Voting Deadline, such Claim shall be allowed for voting purposes only with respect to the Plan, and not for purposes of allowance or distribution, in the stipulation, settled, or otherwise agreed-to amount.

e. If a Claim was listed in the Debtors' filed Schedules in an amount that is liquidated, non-contingent, and undisputed, and a Proof of Claim was not filed by the Voting Record Date, such Claim is allowed for voting in the liquidated, non-contingent, undisputed amount set forth in the Debtors' filed Schedules.

f. If a Claim, for which a Proof of Claim was timely filed, is listed as contingent, unliquidated, or disputed in part, such Claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution.

g. If a Claim, for which a Proof of Claim was timely filed for unknown or undetermined amounts, or is wholly unliquidated, or contingent (as determined on the face of the Claim or after a reasonable review of the supporting documentation by the Debtors and/or Solicitation Agent) and such Claim has not been allowed, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at $1.00.

h. Claims filed for $0.00 are not entitled to vote.

i. If a Claim, for which a Proof of Claim has not been timely filed and/or as to which the applicable Claims filing deadline has not passed, and which is listed in the Debtors' filed Schedules as wholly unknown, contingent, and/or disputed, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at $1.00.

j. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code separate Claims held by a single creditor in a particular Class shall be aggregated as if such creditor held one Claim against the Debtors in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan.

k. Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class shall be provided with only one Solicitation Package and one ballot for voting a single

Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims.

l. If a Claim has been amended by a later-filed Proof of Claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended Claim. Except as otherwise ordered by the Court, any amendments to a Claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.

m. For the avoidance of doubt, a Holder shall only be entitled to vote on account of a Claim arising from the rejection of an Executory Contract or Unexpired Lease if the Claim is filed by the Voting Record Date, or by such later date as provided for in the Solicitation Materials and Tabulation Procedures, or as directed by the Court.

9. If, before the filing of the final Voting Report, the Debtors and the Holder of the Claim reach an agreement to alter the amount of the voting Claim or the classification of the voting Claim for tabulation purposes, the Solicitation Agent is authorized to rely on such an agreement and tabulate the votes accordingly. Such agreement shall be memorialized in an email or other correspondence sent from the Debtors to the Solicitation Agent copying the Holder whose Claim is being tabulated, and the Solicitation Agent shall memorialize the existence of such agreement in its Voting Report. The Debtors shall be permitted to file a supplemental Voting Report prior to the Combined Hearing to permit ballots received after the Voting Deadline to be included on account of claims timely filed by the July 21, 2026 General Bar Date established in these Chapter 11 Cases.

10. With respect to the Term Loan Claims in Class 3, to the extent applicable, the amount of such Claims for voting purposes only will be established based on the amounts of the applicable positions held by each Holder, as of the Voting Record Date, as evidenced by (a) the Debtors' books and records or (b) the applicable books and records maintained by the Term Loan

Agent, which will be provided to the Debtors or the Solicitation Agent in electronic Microsoft Excel format no later than one (1) Business Day following the entry of this Order.

11. Notwithstanding any provision to the contrary contained herein, with respect to Equipment Financing Agreement Claims in Class 4, the Claim amounts for voting purposes only shall be established based on the amounts of the applicable positions held by each claimant, as of the Voting Record Date, as evidenced by the applicable books and records maintained by the Debtors, and/or the applicable equipment financing counterparty, with the register therefor provided, pursuant to the Court's direction, to the Solicitation Agent in electronic Microsoft Excel, or similar electronic, format within one (1) Business Day following the entry of this Order.

12. The Debtors and / or the Solicitation Agent shall provide the following documents via electronic mail to current and former customers at the electronic mailing addresses listed in the Debtors' records:

a. Following the filing of the Investigation Subcommittee's report, a single electronic mailing containing (i) the Schedules; (ii) the identity of the Released Parties; and (iii) any material documents filed with the Court by July 7, 2026, which relate to the Sales Process.

b. Following the filing of the Plan Supplement, an initial electronic mailing of the Plan Supplement to customers who have filed a Proof of Claim by July 16, 2026, or who are otherwise included on the Schedules, and thereafter, additional electronic mailings of the Plan Supplement on a rolling basis to customers who file Proofs of Claim through the applicable Bar Date.

13. 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.

14. The Term Loan Agent is hereby authorized and directed to provide a register of individual Holders of the Class 3 Term Loan Claims, including the Claim amount for voting purposes only and mailing and/or email addresses for each such Holder, as of the Voting Record Date, directly to the Solicitation Agent in Microsoft Excel or similar electronic format no later than one Business Day after entry of this Order.

15. All time periods set forth in this Order shall be deemed to meet the statutory requirements or are hereby altered in accordance with Bankruptcy Rule 9006(a).

16. The Debtors are authorized to take or refrain from taking all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion without seeking further order from the Court.

17. Notwithstanding anything in the Bankruptcy Code or the Bankruptcy Rules to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

18. 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: June 25, 2026

Christopher Lopez
United States Bankruptcy Judge

# EXHIBIT 1

## Publication Notice

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | ) | Case No. 26–90528 (CML) |
| Debtors.[1] | ) | (Jointly Administered) |

**NOTICE OF (A) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF AND CONFIRMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN, (B) DEADLINE FOR FILING OBJECTIONS TO FINAL APPROVAL AND CONFIRMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN, AND (C) OTHER RELEVANT INFORMATION**

**PLEASE TAKE NOTICE THAT** on June 24, 2026, Bitcoin Depot Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the "***Debtors***") in the above-captioned cases, filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (as may be modified, amended, or supplemented, the "***Combined Disclosure Statement and Plan***") [Docket No. [•]] pursuant to sections 1125 and 1126(b) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "***Bankruptcy Code***"). On [•], 2026, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [Docket No. [•]] (the "***Disclosure Statement Order***"): (a) scheduling a combined hearing (the "***Combined Hearing***") to consider approval and confirmation of the Combined Disclosure Statement and Plan; (b) setting a deadline by which parties must file objections to the adequacy of the Disclosure Statement and the confirmation of the Plan (the "***Objection Deadline***")[2] and a deadline for the Debtors to reply thereto and file a brief in support of approval and confirmation of the Combined Disclosure Statement and Plan (the "***Reply Deadline***"); (c) approving the form of the Solicitation Materials and Tabulation Procedures, including the forms of ballots; (d) conditionally approving the Combined Disclosure Statement and Plan; and (e) granting related relief. Copies of the Combined Disclosure Statement and Plan may be obtained free of charge by visiting the website maintained by the Debtors' claims, noticing and solicitation agent, Kroll Restructuring Administration LLC (the "***Solicitation Agent***"), at

---

[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' 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] The Objection Deadline shall also be the deadline for Holders of Claims in Classes 1 and 2 to return their completed Opt-Out Forms, which will be included in the Notice of Non-Voting Status (each as defined below).

https://restructuring.ra.kroll.com/bitcoindepot. Copies of the Combined Disclosure Statement and Plan may also be obtained by calling the Solicitation Agent at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll).

**PLEASE TAKE FURTHER NOTICE THAT** the Combined Hearing will commence on **August 7, 2026, at 9:00 a.m. (prevailing Central Time)** before The Honorable Christopher M. Lopez, United States Bankruptcy Judge, **virtually by video conference**, or as soon thereafter as counsel may be heard.

**Critical Information Regarding Voting on the Plan**

Within three (3) business days of entry of the Disclosure Statement Order, or as soon as practicable thereafter (the "***Solicitation Mailing Deadline***"), the Debtors will complete the initial mailing of the solicitation packages to solicit votes to accept or reject the Plan from the Holders of Claims in Class 3, Class 4, and Class 5, each of record as of June 22, 2026, (the "***Voting Record Date***"). **The deadline for the submission of votes to accept or reject the Plan is at 5:00 p.m. (prevailing Central Time) on July 30, 2026, unless such time is extended by the Debtors.**

**Critical Information Regarding Objecting to the Plan or Disclosure Statement**

Any objections to confirmation of the Plan and the adequacy of the Disclosure Statement on a final basis must a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and the amount and nature of the claim or interest beneficially owned by such entity; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Combined Disclosure Statement and Plan that would resolve such objections; and (e) be filed with the Court with proof of service, so as to be received **no later than the Objection Deadline**.

**UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT. IF THE PLAN IS CONFIRMED BY THE COURT, IT WILL BE BINDING ON THE DEBTORS, ANY AND ALL HOLDERS OF CLAIMS OR INTERESTS (REGARDLESS OF WHETHER THEIR CLAIMS OR INTERESTS ARE DEEMED TO HAVE ACCEPTED OR REJECTED THE PLAN), ALL ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN OR THE CONFIRMATION ORDER, EACH ENTITY ACQUIRING PROPERTY UNDER THE PLAN OR THE CONFIRMATION ORDER, AND ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS.**

**Important Information Regarding Discharges, Injunctions, Exculpations, and Releases**

**If you do not opt out of granting the releases set forth in the Plan, you shall be deemed to have consented to the releases contained in Article IX.C of the Plan.**

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.**

# EXHIBIT B

## Form of Class 3 Term Loan Claims Ballot

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.**

**IMPORTANT: THE DEBTORS' CHAPTER 11 CASES HAVE BEEN COMMENCED AS OF THE DATE OF THE DISTRIBUTION OF THIS BALLOT. THE COMPANY INTENDS TO PROMPTLY SEEK CONFIRMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN BY THE COURT.**

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | ) | Case No. 26–90528 (CML) |
| Debtors.[1] | ) | (Jointly Administered) |

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN FOR BITCOIN DEPOT INC. AND ITS DEBTOR AFFILIATES**

***CLASS 3 – TERM LOAN CLAIMS***

**THE VOTING DEADLINE BY WHICH YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT IS 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026 (THE "*VOTING DEADLINE*").**

**IF YOUR BALLOT IS NOT RECEIVED ON OR PRIOR TO THE VOTING DEADLINE, THE VOTE REPRESENTED BY YOUR BALLOT WILL NOT BE COUNTED, EXCEPT IN THE DEBTORS' DISCRETION.**

[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' 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.

Bitcoin Depot Inc. and its affiliated debtors listed in footnote 1 (collectively, the "***Debtors***") have provided you with this ballot (the "***Ballot***") to solicit your vote to accept or reject the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (as may be modified, amended, or supplemented, the "***Combined Disclosure Statement and Plan***"), which is being proposed by the Debtors.[2]

If you are, **on June 22, 2026** (the "***Voting Record Date***"), a Holder of a Class 3 Term Loan Claim against any of the Debtors arising under that certain *Second Amended and Restated Credit Agreement*, dated as of November 1, 2024 (as amended or otherwise modified prior to the Petition Date), by and among (a) Term Loan Borrower, (b) HoldCo, (c) the subsidiary guarantors party thereto, (d) the Term Loan Lenders, and (e) the Term Loan Agent (the "***Term Loan Agreement***"), please use this Ballot to cast your vote to accept or reject the Combined Disclosure Statement and Plan, which accompanies this Ballot.

The Debtors have already commenced cases under chapter 11 of the Bankruptcy Code (these "***Chapter 11 Cases***"). The Combined Disclosure Statement and Plan has not yet been approved by any court with respect to whether it contains adequate information within the meaning of section 1125(a) of the Bankruptcy Code. The Debtors intend to seek approval and confirmation of the Combined Disclosure Statement and Plan at a combined hearing before the Court (the "***Combined Hearing***"), on a date and time to be announced.

The Combined Disclosure Statement and Plan, as well as all other documents filed on the docket, are available for review and download free of charge on the Debtors' restructuring website maintained by the Solicitation Agent (as defined below) at https://restructuring.ra.kroll.com/bitcoindepot. They are also available for review for a fee on the Court's website at www.txs.uscourts.gov and are on file with the Clerk of the Court, 4th Floor, 515 Rusk Street, Houston, Texas 77002, where they are available for review during normal operating hours. Printed copies of the Combined Disclosure Statement and Plan may be obtained free of charge by contacting the Solicitation Agent via (a) telephone at (844) 339-4117 ( U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll) or (b) email at bitcoindepotinfo@ra.kroll.com (with "Bitcoin Depot Solicitation Inquiry" in the subject line).

Before you transmit your vote, please review the Combined Disclosure Statement and Plan, and all related documents enclosed herewith carefully. The Combined Disclosure Statement and Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of (a) at least two-thirds in dollar amount and more than one-half in number of Claims in each Class of Claims entitled to vote and that actually vote on the Combined Disclosure Statement and Plan and (b) at least two-thirds in number of Interests in each Class of Interests entitled to vote and that actually vote on the Combined Disclosure Statement and Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Interests is deemed to reject the Combined Disclosure

---

[2] Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein have the meanings given to them in the Combined Disclosure Statement and Plan.

Statement and Plan), the Court may nonetheless confirm the Combined Disclosure Statement and Plan if it finds that the Combined Disclosure Statement and Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the applicable requirements of section 1129(b) of the Bankruptcy Code.

Please note that the Combined Disclosure Statement and Plan contemplates separate Classes of Claims and Interests for voting and distribution purposes. Depending on the nature of the Claims or Interests that are held in or against the Debtors, a creditor may have Claims and/or Interests in multiple Classes. The Combined Disclosure Statement and Plan sets forth a description of the Classes.

Your receipt of this Ballot does not signify that your Claim has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Combined Disclosure Statement and Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 3 Term Loan Claims. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

**Please also note that the Combined Disclosure Statement and Plan may be modified as described in Article XI of the Combined Disclosure Statement and Plan. If the Combined Disclosure Statement and Plan is so modified, the Debtors may not be required to and, accordingly, may not resolicit votes on the Combined Disclosure Statement and Plan. In such case, a vote to accept the Combined Disclosure Statement and Plan submitted prior to the Voting Deadline will be considered a vote to accept the Combined Disclosure Statement and Plan as so modified.**

If you have any questions on how to properly complete this Ballot, please call Kroll Restructuring Administration, LLC, the Debtors' claims, noticing, and solicitation agent (the "***Solicitation Agent***" or "***Kroll***") at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll) or email—with a reference to "Bitcoin Depot Solicitation Inquiry" in the subject line—to bitcoindepotinfo@ra.kroll.com. **THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

**PLEASE READ AND FOLLOW THE BELOW INSTRUCTIONS CAREFULLY. COMPLETE, SIGN (ELECTRONIC SIGNATURE IS ACCEPTABLE) AND DATE YOUR CUSTOMIZED BALLOT (PURSUANT TO THE INSTRUCTIONS BELOW), AND RETURN IT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026 IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED HEREIN. IF THIS BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE EXPIRATION OF THE VOTING DEADLINE, THEN THE VOTES TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED, EXCEPT IN THE DEBTORS' DISCRETION.**

**IMPORTANT**

**You should carefully review the Combined Disclosure Statement and Plan before you vote. You may wish to seek legal or other professional advice concerning the Combined Disclosure Statement and Plan and your Term Loan Claim. Your Term Loan Claim against the Debtors has been placed in Class 3 under the Combined Disclosure Statement and Plan.**

**VOTING DEADLINE: 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026.**

**If your Ballot is not received by the Solicitation Agent on or before the Voting Deadline and such deadline is not extended, your vote will not count except in the Debtors' discretion.**

**If the Combined Disclosure Statement and Plan is confirmed by the Court, it will be binding on you whether or not you vote.**

**IF YOU (A) HAVE ANY QUESTIONS REGARDING THE BALLOT, (B) DID NOT RECEIVE A COPY OF THE COMBINED DISCLOSURE STATEMENT AND PLAN, OR (C) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY CALLING (844) 339-4117 (U.S./CANADA, TOLL FREE) OR +1 (332) 232-7827 (INTERNATIONAL, TOLL) OR EMAIL—WITH A REFERENCE TO "BITCOIN DEPOT SOLICITATION INQUIRY" IN THE SUBJECT LINE— BITCOINDEPOTINFO@RA.KROLL.COM. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE COURT. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

**VOTING DEADLINE: JULY 30, 2026 AT 5:00 P.M. (CENTRAL TIME)**

**For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Solicitation Agent by no later than July 30, 2026 at 5:00 p.m. (Central Time), unless such time is extended in writing by the Debtors. Please submit a Ballot with your vote in the envelope provided or by *one* of the following methods:**

**If Submitting Your Vote through the E-Balloting Portal**

**Kroll will accept Ballots if properly completed through the E-Balloting Portal. To submit your Ballot via the E-Balloting Portal, visit https://restructuring.ra.kroll.com/bitcoindepot, and under the Case Navigation section of the website, click on "Submit E-Ballot" and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique E-Ballot ID#:_____**

**Kroll's E-Balloting Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.**

**Each E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.**

**If by First Class Mail, Overnight Courier, or Hand Delivery:**

**Bitcoin Depot Inc. Ballot Processing Center**
**c/o Kroll Restructuring Administration LLC**
**850 3rd Avenue, Suite 412**
**Brooklyn, NY 11232**

**To arrange hand delivery of your Ballot, please contact the Solicitation Agent via email at bitcoindepotballots@ra.kroll.com (with "Bitcoin Depot Ballot Delivery" in the subject line) at least 24 hours prior to your arrival at the Kroll address above and provide the anticipated date and time of delivery.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

**Item 1.** ***Amount of Class 3 Term Loan Claim.***[3] The undersigned hereby certifies that on **June 22, 2026**, the Voting Record Date, the undersigned was the record Holder (or authorized signatory of such a Holder) of a Term Loan Claim in Class 3 under the Combined Disclosure Statement and Plan, in the aggregate unpaid principal amount of:

| |
|---|
| **Claim Amount: $ _____** |
| **Debtor:_____** |

***Any admission of Claims for purposes of voting on the Plan is not an admission of liability on the part of the Debtors or any other party for payment purposes.***

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A TERM LOAN CLAIM.**

**Item 2.** ***Vote on the Combined Disclosure Statement and Plan.*** The undersigned Holder of a Term Loan Claim in Class 3 under the Combined Disclosure Statement and Plan, as described in Item 1 above, votes all such Claims to (check one box):

☐ **Accept** the Combined Disclosure Statement and Plan

OR

☐ **Reject** the Combined Disclosure Statement and Plan

**Item 3**. ***Optional Opt-Out of Releases***.

Following Confirmation, subject to Article X of the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation, and discharge provisions set forth in Article IX of the Combined Disclosure Statement and Plan will become effective. In determining how to cast your vote on the Combined Disclosure Statement and Plan, it is important to read the provisions contained in Article X of the Combined Disclosure Statement and Plan very carefully so that you understand how confirmation and substantial consummation of the Combined Disclosure Statement and Plan—which effectuates such provisions—will affect you and any

[3] For voting purposes only, subject to tabulation rules.

Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Combined Disclosure Statement and Plan.[4]

Article IX.C of the Combined Disclosure Statement and Plan contains the following provision:

*C. Releases by the Releasing Parties[5] Other Than the Debtors*

**Notwithstanding anything contained herein to the contrary, upon and as of the Effective Date, each Releasing Party (other than the Debtors and the Estates) releases each Debtor, the Estates, and each other Released Party from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors and the Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims actually asserted and pursued against the Debtors), intercompany transactions, the Chapter 11 Cases, the Canadian Proceedings, the**

---

[4] "***Released Party***" means each Person or Entity identified as a Released Party in the Plan Supplement as recommended by the Independent Subcommittee and filed on the Bankruptcy Court's docket no later than July 7, 2026, which may include, each of the following solely in its capacity as such and the extent permitted by applicable law: (a)(i) the Debtors; (ii) the Estates; and (iii) with respect to each Debtor, each Debtor's directors, managers, members, officers, principals, committees (including special committees or subcommittees), the Investigation Subcommittee, Restructuring Committee, Chief Restructuring Officer, the Information Officer; (iv) each Related Party of each Entity in clauses (a)(i)-(a)(iii); and (b)(i) the Committee and its members, each in their capacities as such; and (ii) with respect to the Committee, its retained Professionals, including its attorneys, and financial advisors; *provided*, *however*, that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases set forth in Article IX of the Combined Disclosure Statement and Plan; or (y) timely objects to the releases set forth in Article IX of the Combined Disclosure Statement and Plan and such objection is not resolved before Confirmation. For the avoidance of doubt, the Non-Released Parties shall not be a "Released Party" under the Combined Disclosure Statement and Plan and shall not receive a release under the Combined Disclosure Statement and Plan. **For more information on the Released Parties, see Articles I.G, I.H, and I.I of the Combined Disclosure Statement and Plan describing the Independent Investigation, the Committee Investigation, and Potential Released Parties**.

**Interested parties will be able to obtain and view the list of identified Released Parties no later than July 7, 2026, free of charge at the following website: https://restructuring.ra.kroll.com/bitcoindepot.**

[5] "***Releasing Parties***" means each of the following, solely in its capacity as such: (a)(i) the Debtors; and (ii) the Estates; (b)(i) all Holders of Claims and Interests that vote to accept the Combined Disclosure Statement and Plan but do not opt out of granting the releases set forth herein; (ii) all Holders of Claims or Interests whose vote to accept or reject the Combined Disclosure Statement and Plan is solicited but that do not vote either to accept or to reject the Combined Disclosure Statement and Plan and do not opt out of granting the releases set forth herein; (iii) all Holders of Claims or Interests that are presumed to accept the Combined Disclosure Statement and Plan but do not opt out of granting the releases set forth herein; (vi) with respect to each of the foregoing parties in clauses (b)(i) through (b)(vi), each of such Entity's current and former Affiliates; (v) with respect to each of the foregoing parties in clauses (b)(i) through (b)(vi), each of such Entity's Related Party for which such Entity is legally entitled to bind such Related Party to the releases contained in the Combined Disclosure Statement and Plan under applicable law (in each case, solely in its capacity as such); and (c)(i) the members of any statutory committee, including the Committee, appointed in the Chapter 11 Cases and (ii) such committee's Professionals.

**formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan, the Sales Process, or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any Person or Entity under the Combined Disclosure Statement and Plan, any 363 Asset Sale Transaction Documents, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Combined Disclosure Statement and Plan or any 363 Asset Sale; (b) any Non-Released Party; or (c) any Person or Entity from any claim or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by such Person or Entity.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing releases, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (a) consensual; (b) essential to the Confirmation of the Combined Disclosure Statement and Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the claims released by the Releasing Parties; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the foregoing releases.**

Check the box below if you elect not to grant the releases contained in Article IX.C of the Combined Disclosure Statement and Plan. Election to withhold consent is at your option. If you submit a Ballot accepting or rejecting the Combined Disclosure Statement and Plan, or if you abstain from submitting a Ballot, and in either case, you do not check the box below, you will be deemed to consent to the releases contained in Article IX.C of the Combined Disclosure Statement and Plan to the fullest extent permitted by applicable law. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Combined Disclosure Statement and Plan. Specifically, your recovery under the Combined Disclosure Statement and Plan will be the same whether or not you opt out of the releases contained in Article IX.C of the Combined Disclosure Statement and Plan.

**The Holder of a Class 3 Term Loan Claim set forth in Item 1 elects to:**

☐ **OPT OUT** of the Releases Contained in Article IX.C of the Combined Disclosure Statement and Plan

**IF YOU VOTE TO ACCEPT OR REJECT THE COMBINED DISCLOSURE STATEMENT AND PLAN AND YOU DO NOT CHECK THE "OPT OUT" BOX IN ITEM 3 AND TIMELY SUBMIT YOUR BALLOT, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES OF THE RELEASED PARTIES SET FORTH IN ARTICLE IX.C OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.**

**IF YOU ABSTAIN FROM VOTING ON THE COMBINED DISCLOSURE STATEMENT AND PLAN AND YOU DO NOT TIMELY SUBMIT YOUR BALLOT WITH THE "OPT OUT" BOX IN ITEM 3 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES OF THE RELEASED PARTIES SET FORTH IN ARTICLE IX.C OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.**

**Item 4:** ***Certifications.*** By returning this Ballot, the undersigned Holder of a Class 3 Term Loan Claim under the Combined Disclosure Statement and Plan, as described in Item 1 above, certifies that (a)(i) it was the record Holder of the Claims described in Item 1 on June 22, 2026, and/or (ii) it has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan; (b) it has received a copy of the Combined Disclosure Statement and Plan (and all attachments and supplements thereto); (c) the Holder has cast the same vote with respect to all of its Class 3 Claims described in Item 1; and (d) no other Class 3 Ballots with respect to the amount of the Claims described in Item 1 have been cast or, if any other Class 3 Ballots have been cast with respect to such Claims, then any such earlier Class 3 Ballots are hereby revoked. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Combined Disclosure Statement and Plan or indicates both acceptance and rejection of the Combined Disclosure Statement and Plan will not be counted. By signing this Ballot you also are acknowledging that your vote is subject to all terms or conditions set forth in the Combined Disclosure Statement and Plan.

Name of Holder: _____

Signature: _____

Print Name: _____

Title: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

**PLEASE PROMPTLY RETURN YOUR COMPLETED BALLOT.**

**BALLOTS MAY BE SUBMITTED VIA THE E-BALLOT PORTAL, IN THE RETURN ENVELOPE PROVIDED, OR AS DIRECTED IN THE VOTING INSTRUCTIONS.**

**IN ORDER TO COUNT, YOUR COMPLETED BALLOT MUST BE RECEIVED NO LATER THAN 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026 OR THE VOTES TRANSMITTED THEREBY WILL NOT BE COUNTED, EXCEPT IN THE DEBTORS' DISCRETION.**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THIS BALLOT, THE COMBINED DISCLOSURE STATEMENT AND PLAN, OR OTHER RELATED MATERIALS OR DOCUMENTS, PLEASE CALL THE SOLICITATION AGENT AT (844) 339-4117 (U.S./CANADA, TOLL FREE) OR +1 (332) 232-7827 (INTERNATIONAL) OR EMAIL AT BITCOINDEPOTINFO@RA.KROLL.COM WITH A REFERENCE TO "BITCOIN DEPOT SOLICITATION INQUIRY" IN THE SUBJECT LINE.**

## INSTRUCTIONS FOR COMPLETING THE BALLOT

1. In order for your vote to count, you must:

   a) In Item 2, indicate either acceptance or rejection of the Combined Disclosure Statement and Plan by checking the appropriate box;

   b) Make sure to read the information regarding releases in Item 3 and check the box **if you elect to opt out** of the releases;

   c) Review the certifications in Item 4 of the Ballot; and either

      i. electronically complete, sign, and return your customized electronic Ballot by utilizing the "E-Ballot" platform on Kroll's website so that it is **actually received** by Kroll no later than the Voting Deadline of 5:00 P.M. Central Time on July 30, 2026 (unless such time is extended by the Debtors); **OR**

      ii. complete, sign, and return your Ballot by first class mail, overnight courier or hand delivery per mailing instructions provided above so that it is **actually received** by Kroll no later than the Voting Deadline of 5:00 P.M. Central Time on July 30, 2026 (unless such time is extended by the Debtors). A pre-addressed, postage pre-paid return envelope is enclosed for your convenience. Any unsigned Ballot will not be counted.

2. **The method of delivery of your Ballot is at your election and at your own risk. YOU ARE STRONGLY ENCOURAGED TO SUBMIT YOUR BALLOT VIA THE E-BALLOT PLATFORM. Kroll's "E-Ballot" platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted. If voting online, to have your vote counted, you must electronically complete, sign, and submit the electronic Ballot by utilizing the E-Ballot platform on Kroll's website. Your Ballot must be received by Kroll no later than the Voting Deadline, unless such time is extended by the Debtors.**

**Creditors who cast a Ballot using Kroll's "E-Ballot" platform should NOT also submit a paper Ballot.**

If you are unable to use the E-Ballot platform or need assistance from Kroll in completing and submitting your Ballot, please contact Kroll by email—with a reference to "Bitcoin Depot Solicitation Inquiry" in the subject line—to: bitcoindepotinfo@ra.kroll.com or by telephone at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll).

3. A properly completed, executed, and timely-returned Ballot that either (a) indicates both an acceptance and rejection of the Combined Disclosure Statement and Plan or (b) fails to indicate either an acceptance or rejection of the Combined Disclosure Statement and Plan will not be counted.

4. You must vote all your Claims within a single Class under the Combined Disclosure Statement and Plan either to accept or reject the Combined Disclosure Statement and Plan. Accordingly, a Ballot (or multiple Ballots with respect to Claims within a single Class) that partially rejects and partially accepts the Combined Disclosure Statement and Plan will not be counted.

5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last valid Ballot timely received shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received Ballot. If you simultaneously cast inconsistent duplicate Ballots with respect to the same Claim, such Ballots shall not be counted.

6. Any Ballot cast by a person or entity that did not hold a Claim in Class 3 (Term Loan Claims) as of the Voting Record Date will not be counted.

7. Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

8. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.

9. It is important that you vote. The Combined Disclosure Statement and Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of (a) at least two-thirds in dollar amount and more than one-half in number of Claims in each Class entitled to vote and that actually vote on the Combined Disclosure Statement and Plan and (b) at least two-thirds in number of Interests in each Class entitled to vote and that actually vote on the Combined Disclosure Statement and Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Combined Disclosure Statement and Plan if it finds that the Combined Disclosure Statement and Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Combined Disclosure Statement and Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

10. Each Ballot you receive is for voting only your Claim described in that Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting Class 3 Term Loan Claims.

11. The Ballot is not a letter of transmittal and may not be used for any purposes other than to cast a vote to accept or reject the Combined Disclosure Statement and Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. No party will accept delivery of any such certificates surrendered together with this Ballot.

12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE COURT, INCLUDING, WITHOUT LIMITATION, THE COMBINED DISCLOSURE STATEMENT AND PLAN.

13. PLEASE RETURN YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT KROLL BY EMAIL—WITH A REFERENCE TO "BITCOIN DEPOT SOLICITATION INQUIRY" IN THE SUBJECT LINE—TO: BITCOINDEPOTINFO@RA.KROLL.COM OR BY TELEPHONE AT (844) 339-4117 (U.S./CANADA, TOLL FREE) or +1 (332) 232-7827 (INTERNATIONAL, TOLL). THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE.

# EXHIBIT C

## Form of Class 4 Equipment Financing Agreement Claims Ballot

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.**

**IMPORTANT: THE DEBTORS' CHAPTER 11 CASES HAVE BEEN COMMENCED AS OF THE DATE OF THE DISTRIBUTION OF THIS BALLOT. THE COMPANY INTENDS TO PROMPTLY SEEK CONFIRMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN BY THE COURT.**

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | ) | Case No. 26–90528 (CML) |
| Debtors.[1] | ) | (Jointly Administered) |

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN FOR BITCOIN DEPOT INC. AND ITS DEBTOR AFFILIATES**

***CLASS 4 – EQUIPMENT FINANCING AGREEMENT CLAIMS***

**THE VOTING DEADLINE BY WHICH YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT IS 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026 (THE "*VOTING DEADLINE*").**

**IF YOUR BALLOT IS NOT RECEIVED ON OR PRIOR TO THE VOTING DEADLINE, THE VOTE REPRESENTED BY YOUR BALLOT WILL NOT BE COUNTED, EXCEPT IN THE DEBTORS' DISCRETION.**

[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' 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.

Bitcoin Depot Inc. and its affiliated debtors listed in footnote 1 (collectively, the "***Debtors***") have provided you with this ballot (the "***Ballot***") to solicit your vote to accept or reject the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (as may be modified, amended, or supplemented, the "***Combined Disclosure Statement and Plan***"), which is being proposed by the Debtors.[2]

If you are, **on June 22, 2026** (the "***Voting Record Date***"), a Holder of a Class 4 Equipment Financing Agreement Claim against any of the Debtors arising under the VFS Financing Agreement and the NFS Financing Agreement (the "***Equipment Financing Agreements***"), please use this Ballot to cast your vote to accept or reject the Combined Disclosure Statement and Plan, which accompanies this Ballot.

The Debtors have already commenced cases under chapter 11 of the Bankruptcy Code (these "***Chapter 11 Cases***"). The Combined Disclosure Statement and Plan has not yet been approved by any court with respect to whether it contains adequate information within the meaning of section 1125(a) of the Bankruptcy Code. The Debtors intend to seek approval and confirmation of the Combined Disclosure Statement and Plan at a combined hearing before the Court (the "***Combined Hearing***"), on a date and time to be announced.

The Combined Disclosure Statement and Plan, as well as all other documents filed on the docket, are available for review and download free of charge on the Debtors' restructuring website maintained by the Solicitation Agent (as defined below) at https://restructuring.ra.kroll.com/bitcoindepot. They are also available for review for a fee on the Court's website at www.txs.uscourts.gov and are on file with the Clerk of the Court, 4th Floor, 515 Rusk Street, Houston, Texas 77002, where they are available for review during normal operating hours. Printed copies of the Combined Disclosure Statement and Plan may be obtained free of charge by contacting the Solicitation Agent via (a) telephone at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll) or (b) email at bitcoindepotinfo@ra.kroll.com (with "Bitcoin Depot Solicitation Inquiry" in the subject line).

Before you transmit your vote, please review the Combined Disclosure Statement and Plan, and all related documents enclosed herewith carefully. The Combined Disclosure Statement and Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of (a) at least two-thirds in dollar amount and more than one-half in number of Claims in each Class of Claims entitled to vote and that actually vote on the Combined Disclosure Statement and Plan and (b) at least two-thirds in number of Interests in each Class of Interests entitled to vote and that actually vote on the Combined Disclosure Statement and Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Interests is deemed to reject the Combined Disclosure Statement and Plan), the Court may nonetheless confirm the Combined Disclosure Statement and Plan if it finds that the Combined Disclosure Statement and Plan provides fair and equitable

---

[2] Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein have the meanings given to them in the Combined Disclosure Statement and Plan.

treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the applicable requirements of section 1129(b) of the Bankruptcy Code.

Please note that the Combined Disclosure Statement and Plan contemplates separate Classes of Claims and Interests for voting and distribution purposes. Depending on the nature of the Claims or Interests that are held in or against the Debtors, a creditor may have Claims and/or Interests in multiple Classes. The Combined Disclosure Statement and Plan sets forth a description of the Classes.

Your receipt of this Ballot does not signify that your Claim has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Combined Disclosure Statement and Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 4 Equipment Financing Agreement Claims. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

**Please also note that the Combined Disclosure Statement and Plan may be modified as described in Article XI of the Combined Disclosure Statement and Plan. If the Combined Disclosure Statement and Plan is so modified, the Debtors may not be required to and, accordingly, may not resolicit votes on the Combined Disclosure Statement and Plan. In such case, a vote to accept the Combined Disclosure Statement and Plan submitted prior to the Voting Deadline will be considered a vote to accept the Combined Disclosure Statement and Plan as so modified.**

If you have any questions on how to properly complete this Ballot, please call Kroll Restructuring Administration, LLC, the Debtors' claims, noticing, and solicitation agent (the "***Solicitation Agent***" or "***Kroll***") at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll) or email—with a reference to "Bitcoin Depot Solicitation Inquiry" in the subject line—to bitcoindepotinfo@ra.kroll.com. **THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

**PLEASE READ AND FOLLOW THE BELOW INSTRUCTIONS CAREFULLY. COMPLETE, SIGN (ELECTRONIC SIGNATURE IS ACCEPTABLE) AND DATE YOUR CUSTOMIZED BALLOT (PURSUANT TO THE INSTRUCTIONS BELOW), AND RETURN IT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026 IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED HEREIN. IF THIS BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE EXPIRATION OF THE VOTING DEADLINE, THEN THE VOTES TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED, EXCEPT IN THE DEBTORS' DISCRETION.**

**IMPORTANT**

**You should carefully review the Combined Disclosure Statement and Plan before you vote. You may wish to seek legal or other professional advice concerning the Combined Disclosure Statement and Plan and your Equipment Financing Agreement Claim. Your Equipment Financing Agreement Claim against the Debtors has been placed in Class 4 under the Combined Disclosure Statement and Plan.**

**VOTING DEADLINE: 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026.**

**If your Ballot is not received by the Solicitation Agent on or before the Voting Deadline and such deadline is not extended, your vote will not count except in the Debtors' discretion.**

**If the Combined Disclosure Statement and Plan is confirmed by the Court, it will be binding on you whether or not you vote.**

**IF YOU (A) HAVE ANY QUESTIONS REGARDING THE BALLOT, (B) DID NOT RECEIVE A COPY OF THE COMBINED DISCLOSURE STATEMENT AND PLAN, OR (C) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY CALLING (844) 339-4117 (U.S./CANADA, TOLL FREE) OR +1 (332) 232-7827 (INTERNATIONAL, TOLL) OR EMAIL—WITH A REFERENCE TO "BITCOIN DEPOT SOLICITATION INQUIRY" IN THE SUBJECT LINE— BITCOINDEPOTINFO@RA.KROLL.COM. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE COURT. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

**VOTING DEADLINE: JULY 30, 2026 AT 5:00 P.M. (CENTRAL TIME)**

**For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Solicitation Agent by no later than July 30, 2026 at 5:00 p.m. (Central Time), unless such time is extended in writing by the Debtors. Please submit a Ballot with your vote in the envelope provided or by *one* of the following methods:**

**If Submitting Your Vote through the E-Balloting Portal**

**Kroll will accept Ballots if properly completed through the E-Balloting Portal. To submit your Ballot via the E-Balloting Portal, visit https://restructuring.ra.kroll.com/bitcoindepot, and under the Case Navigation section of the website, click on "Submit E-Ballot" and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique E-Ballot ID#:_____**

**Kroll's E-Balloting Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.**

**Each E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.**

**If by First Class Mail, Overnight Courier, or Hand Delivery:**

**Bitcoin Depot Inc. Ballot Processing Center**
**c/o Kroll Restructuring Administration LLC**
**850 3rd Avenue, Suite 412**
**Brooklyn, NY 11232**

**To arrange hand delivery of your Ballot, please contact the Solicitation Agent via email at bitcoindepotballots@ra.kroll.com (with "Bitcoin Depot Ballot Delivery" in the subject line) at least 24 hours prior to your arrival at the Kroll address above and provide the anticipated date and time of delivery.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

**Item 1.** ***Amount of Class 4 Equipment Financing Agreement Claim.*** [3] The undersigned hereby certifies that on **June 22, 2026**, the Voting Record Date, the undersigned was the record Holder (or authorized signatory of such a Holder) of an Equipment Financing Agreement Claim in Class 4 under the Combined Disclosure Statement and Plan, in the aggregate unpaid amount of:

| |
|---|
| **Claim Amount: $ _____** |
| **Debtor:_____** |

***Any admission of Claims for purposes of voting on the Plan is not an admission of liability on the part of the Debtors or any other party for payment purposes.***

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO THE DEBTOR AGAINST WHOM YOU HAVE A EQUIPMENT FINANCING AGREEMENT CLAIM, AS REFLECTED ABOVE IN ITEM 1.**

**Item 2.** ***Vote on the Combined Disclosure Statement and Plan.*** The undersigned Holder of an Equipment Financing Agreement Claim in Class 4 under the Combined Disclosure Statement and Plan, as described in Item 1 above, votes all such Claims to (check one box):

☐ **Accept** the Combined Disclosure Statement and Plan

OR

☐ **Reject** the Combined Disclosure Statement and Plan

**Item 3**. ***Optional Opt-Out of Releases***.

Following Confirmation, subject to Article X of the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation, and discharge provisions set forth in Article IX of the Combined Disclosure Statement and Plan will become effective. In determining how to cast your vote on the Combined Disclosure Statement and Plan, it is important to read the provisions contained in Article X of the Combined Disclosure Statement and Plan very carefully so that you understand how confirmation and substantial consummation of the Combined Disclosure Statement and Plan—which effectuates such provisions—will affect you and any

[3] For voting purposes only, subject to tabulation rules.

Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Combined Disclosure Statement and Plan.[4]

Article IX.C of the Combined Disclosure Statement and Plan contains the following provision:

*C. Releases by the Releasing Parties[5] Other Than the Debtors*

**Notwithstanding anything contained herein to the contrary, upon and as of the Effective Date, each Releasing Party (other than the Debtors and the Estates) releases each Debtor, the Estates, and each other Released Party from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors and the Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims actually asserted and pursued against the Debtors), intercompany transactions, the Chapter 11 Cases, the Canadian Proceedings, the**

---

[4] "***Released Party***" means each Person or Entity identified as a Released Party in the Plan Supplement as recommended by the Independent Subcommittee and filed on the Bankruptcy Court's docket no later than July 7, 2026, which may include, each of the following solely in its capacity as such and the extent permitted by applicable law: (a)(i) the Debtors; (ii) the Estates; and (iii) with respect to each Debtor, each Debtor's directors, managers, members, officers, principals, committees (including special committees or subcommittees), the Investigation Subcommittee, Restructuring Committee, Chief Restructuring Officer, the Information Officer; (iv) each Related Party of each Entity in clauses (a)(i)-(a)(iii); and (b)(i) the Committee and its members, each in their capacities as such; and (ii) with respect to the Committee, its retained Professionals, including its attorneys, and financial advisors; *provided*, *however*, that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases set forth in Article IX of the Combined Disclosure Statement and Plan; or (y) timely objects to the releases set forth in Article IX of the Combined Disclosure Statement and Plan and such objection is not resolved before Confirmation. For the avoidance of doubt, the Non-Released Parties shall not be a "Released Party" under the Combined Disclosure Statement and Plan and shall not receive a release under the Combined Disclosure Statement and Plan. **For more information on the Released Parties, see Articles I.G, I.H, and I.I of the Combined Disclosure Statement and Plan describing the Independent Investigation, the Committee Investigation, and Potential Released Parties**.

**Interested parties will be able to obtain and view the list of identified Released Parties no later than July 7, 2026, free of charge at the following website: https://restructuring.ra.kroll.com/bitcoindepot**.

[5] "***Releasing Parties***" means each of the following, solely in its capacity as such: (a)(i) the Debtors; and (ii) the Estates; (b)(i) all Holders of Claims and Interests that vote to accept the Combined Disclosure Statement and Plan but do not opt out of granting the releases set forth herein; (ii) all Holders of Claims or Interests whose vote to accept or reject the Combined Disclosure Statement and Plan is solicited but that do not vote either to accept or to reject the Combined Disclosure Statement and Plan and do not opt out of granting the releases set forth herein; (iii) all Holders of Claims or Interests that are presumed to accept the Combined Disclosure Statement and Plan but do not opt out of granting the releases set forth herein; (vi) with respect to each of the foregoing parties in clauses (b)(i) through (b)(vi), each of such Entity's current and former Affiliates; (v) with respect to each of the foregoing parties in clauses (b)(i) through (b)(vi), each of such Entity's Related Party for which such Entity is legally entitled to bind such Related Party to the releases contained in the Combined Disclosure Statement and Plan under applicable law (in each case, solely in its capacity as such); and (c)(i) the members of any statutory committee, including the Committee, appointed in the Chapter 11 Cases and (ii) such committee's Professionals.

**formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan, the Sales Process, or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any Person or Entity under the Combined Disclosure Statement and Plan, any 363 Asset Sale Transaction Documents, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Combined Disclosure Statement and Plan or any 363 Asset Sale; (b) any Non-Released Party; or (c) any Person or Entity from any claim or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by such Person or Entity.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing releases, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (a) consensual; (b) essential to the Confirmation of the Combined Disclosure Statement and Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the claims released by the Releasing Parties; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the foregoing releases.**

Check the box below if you elect not to grant the releases contained in Article IX.C of the Combined Disclosure Statement and Plan. Election to withhold consent is at your option. If you submit a Ballot accepting or rejecting the Combined Disclosure Statement and Plan, or if you abstain from submitting a Ballot, and in either case, you do not check the box below, you will be deemed to consent to the releases contained in Article IX.C of the Combined Disclosure Statement and Plan to the fullest extent permitted by applicable law. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Combined Disclosure Statement and Plan. Specifically, your recovery under the Combined Disclosure Statement and Plan will be the same whether or not you opt out of the releases contained in Article IX.C of the Combined Disclosure Statement and Plan.

**The Holder of a Class 4 Equipment Financing Agreement Claim set forth in Item 1 elects to:**

☐ **OPT OUT** of the Releases Contained in Article IX.C of the Combined Disclosure Statement and Plan

**IF YOU VOTE TO ACCEPT OR REJECT THE COMBINED DISCLOSURE STATEMENT AND PLAN AND YOU DO NOT CHECK THE "OPT OUT" BOX IN ITEM 3 AND TIMELY SUBMIT YOUR BALLOT, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES OF THE RELEASED PARTIES SET FORTH IN ARTICLE IX.C OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.**

**IF YOU ABSTAIN FROM VOTING ON THE COMBINED DISCLOSURE STATEMENT AND PLAN AND YOU DO NOT TIMELY SUBMIT YOUR BALLOT WITH THE "OPT OUT" BOX IN ITEM 3 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES OF THE RELEASED PARTIES SET FORTH IN ARTICLE IX.C OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.**

**Item 4:** ***Certifications.*** By returning this Ballot, the undersigned Holder of a Class 4 Equipment Financing Agreement Claim under the Combined Disclosure Statement and Plan, as described in Item 1 above, certifies that (a)(i) it was the record Holder of the Claims described in Item 1 on June 22, 2026, and/or (ii) it has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan; (b) it has received a copy of the Combined Disclosure Statement and Plan (and all attachments and supplements thereto); (c) the Holder has cast the same vote with respect to all of its Class 4 Claims described in Item 1; and (d) no other Class 4 Ballots with respect to the amount of the Claims described in Item 1 have been cast or, if any other Class 4 Ballots have been cast with respect to such Claims, then any such earlier Class 4 Ballots are hereby revoked. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Combined Disclosure Statement and Plan or indicates both acceptance and rejection of the Combined Disclosure Statement and Plan will not be counted. By signing this Ballot you also are acknowledging that your vote is subject to all terms or conditions set forth in the Combined Disclosure Statement and Plan.

Name of Holder: _____

Signature: _____

Print Name: _____

Title: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

**PLEASE PROMPTLY RETURN YOUR COMPLETED BALLOT.**

**BALLOTS MAY BE SUBMITTED VIA THE E-BALLOT PORTAL, IN THE RETURN ENVELOPE PROVIDED, OR AS DIRECTED IN THE VOTING INSTRUCTIONS.**

**IN ORDER TO COUNT, YOUR COMPLETED BALLOT MUST BE RECEIVED NO LATER THAN 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026 OR THE VOTES TRANSMITTED THEREBY WILL NOT BE COUNTED, EXCEPT IN THE DEBTORS' DISCRETION.**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THIS BALLOT, THE COMBINED DISCLOSURE STATEMENT AND PLAN, OR OTHER RELATED MATERIALS OR DOCUMENTS, PLEASE CALL THE SOLICITATION AGENT AT (844) 339-4117 (U.S./CANADA, TOLL FREE) OR +1 (332) 232-7827 (INTERNATIONAL, TOLL) OR EMAIL AT BITCOINDEPOTINFO@RA.KROLL.COM WITH A REFERENCE TO "BITCOIN DEPOT SOLICITATION INQUIRY" IN THE SUBJECT LINE.**

## INSTRUCTIONS FOR COMPLETING THE BALLOT

1. In order for your vote to count, you must:

   a) In Item 2, indicate either acceptance or rejection of the Combined Disclosure Statement and Plan by checking the appropriate box;

   b) Make sure to read the information regarding releases in Item 3 and check the box **if you elect to opt out** of the releases;

   c) Review the certifications in Item 4 of the Ballot; and either

      i. electronically complete, sign, and return your customized electronic Ballot by utilizing the "E-Ballot" platform on Kroll's website so that it is **actually received** by Kroll no later than the Voting Deadline of 5:00 P.M. Central Time on July 30, 2026 (unless such time is extended by the Debtors); **OR**

      ii. complete, sign, and return your Ballot by first class mail, overnight courier or hand delivery per mailing instructions provided above so that it is **actually received** by Kroll no later than the Voting Deadline of 5:00 P.M. Central Time on July 30, 2026 (unless such time is extended by the Debtors). A pre-addressed, postage pre-paid return envelope is enclosed for your convenience. Any unsigned Ballot will not be counted.

2. **The method of delivery of your Ballot is at your election and at your own risk. YOU ARE STRONGLY ENCOURAGED TO SUBMIT YOUR BALLOT VIA THE E-BALLOT PLATFORM. Kroll's "E-Ballot" platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted. If voting online, to have your vote counted, you must electronically complete, sign, and submit the electronic Ballot by utilizing the E-Ballot platform on Kroll's website. Your Ballot must be received by Kroll no later than the Voting Deadline, unless such time is extended by the Debtors.**

**Creditors who cast a Ballot using Kroll's "E-Ballot" platform should NOT also submit a paper Ballot.**

If you are unable to use the E-Ballot platform or need assistance from Kroll in completing and submitting your Ballot, please contact Kroll by email—with a reference to "Bitcoin Depot Solicitation Inquiry" in the subject line—to: bitcoindepotinfo@ra.kroll.com or by telephone at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll).

3. A properly completed, executed, and timely-returned Ballot that either (a) indicates both an acceptance and rejection of the Combined Disclosure Statement and Plan or (b) fails to indicate either an acceptance or rejection of the Combined Disclosure Statement and Plan will not be counted.

4. You must vote all your Claims within a single Class under the Combined Disclosure Statement and Plan either to accept or reject the Combined Disclosure Statement and Plan. Accordingly, a Ballot (or multiple Ballots with respect to Claims within a single Class) that partially rejects and partially accepts the Combined Disclosure Statement and Plan will not be counted.

5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last valid Ballot timely received shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received Ballot. If you simultaneously cast inconsistent duplicate Ballots with respect to the same Claim, such Ballots shall not be counted.

6. Any Ballot cast by a person or entity that did not hold a Claim in Class 4 (Equipment Financing Agreement Claims) as of the Voting Record Date will not be counted.

7. Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

8. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.

9. It is important that you vote. The Combined Disclosure Statement and Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of (a) at least two-thirds in dollar amount and more than one-half in number of Claims in each Class entitled to vote and that actually vote on the Combined Disclosure Statement and Plan and (b) at least two-thirds in number of Interests in each Class entitled to vote and that actually vote on the Combined Disclosure Statement and Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Combined Disclosure Statement and Plan if it finds that the Combined Disclosure Statement and Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Combined Disclosure Statement and Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

10. Each Ballot you receive is for voting only your Claim described in that Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting Class 4 Equipment Financing Agreement Claims.

11. The Ballot is not a letter of transmittal and may not be used for any purposes other than to cast a vote to accept or reject the Combined Disclosure Statement and Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. No party will accept delivery of any such certificates surrendered together with this Ballot.

12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE COURT, INCLUDING, WITHOUT LIMITATION, THE COMBINED DISCLOSURE STATEMENT AND PLAN.

13. PLEASE RETURN YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT KROLL BY EMAIL—WITH A REFERENCE TO "BITCOIN DEPOT SOLICITATION INQUIRY" IN THE SUBJECT LINE—TO: BITCOINDEPOTINFO@RA.KROLL.COM OR BY TELEPHONE AT (844) 339-4117 (U.S./CANADA, TOLL FREE) or +1 (332) 232-7827 (INTERNATIONAL, TOLL). THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE.

# EXHIBIT D

## Form of Class 5 General Unsecured Claims Ballot

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.**

**IMPORTANT: THE DEBTORS' CHAPTER 11 CASES HAVE BEEN COMMENCED AS OF THE DATE OF THE DISTRIBUTION OF THIS BALLOT. THE COMPANY INTENDS TO PROMPTLY SEEK CONFIRMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN BY THE COURT.**

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | ) | Case No. 26–90528 (CML) |
| Debtors.[1] | ) | (Jointly Administered) |

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN FOR BITCOIN DEPOT INC. AND ITS DEBTOR AFFILIATES**

***CLASS 5 – GENERAL UNSECURED CLAIMS***

**THE VOTING DEADLINE BY WHICH YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT IS 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026 (THE "*VOTING DEADLINE*").**

**IF YOUR BALLOT IS NOT RECEIVED ON OR PRIOR TO THE VOTING DEADLINE, THE VOTE REPRESENTED BY YOUR BALLOT WILL NOT BE COUNTED, EXCEPT IN THE DEBTORS' DISCRETION.**

[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' 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.

Bitcoin Depot Inc. and its affiliated debtors listed in footnote 1 (collectively, the "***Debtors***") have provided you with this ballot (the "***Ballot***") to solicit your vote to accept or reject the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (as may be modified, amended, or supplemented, the "***Combined Disclosure Statement and Plan***"), which is being proposed by the Debtors.[2]

If you are, **on June 22, 2026** (the "***Voting Record Date***"), a Holder of a Class 5 General Unsecured Claim against any of the Debtors, please use this Ballot to cast your vote to accept or reject the Combined Disclosure Statement and Plan, which accompanies this Ballot.

The Debtors have already commenced cases under chapter 11 of the Bankruptcy Code (these "***Chapter 11 Cases***"). The Combined Disclosure Statement and Plan has not yet been approved by any court with respect to whether it contains adequate information within the meaning of section 1125(a) of the Bankruptcy Code. The Debtors intend to seek approval and confirmation of the Combined Disclosure Statement and Plan at a combined hearing before the Court (the "***Combined Hearing***"), on a date and time to be announced.

The Combined Disclosure Statement and Plan, as well as all other documents filed on the docket, are available for review and download free of charge on the Debtors' restructuring website maintained by the Solicitation Agent (as defined below) at https://restructuring.ra.kroll.com/bitcoindepot. They are also available for review for a fee on the Court's website at www.txs.uscourts.gov and are on file with the Clerk of the Court, 4th Floor, 515 Rusk Street, Houston, Texas 77002, where they are available for review during normal operating hours. Printed copies of the Combined Disclosure Statement and Plan may be obtained free of charge by contacting the Solicitation Agent via (a) telephone at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll) or (b) email at bitcoindepotinfo@ra.kroll.com (with "Bitcoin Depot Solicitation Inquiry" in the subject line).

Before you transmit your vote, please review the Combined Disclosure Statement and Plan, and all related documents enclosed herewith carefully. The Combined Disclosure Statement and Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of (a) at least two-thirds in dollar amount and more than one-half in number of Claims in each Class of Claims entitled to vote and that actually vote on the Combined Disclosure Statement and Plan and (b) at least two-thirds in number of Interests in each Class of Interests entitled to vote and that actually vote on the Combined Disclosure Statement and Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Interests is deemed to reject the Combined Disclosure Statement and Plan), the Court may nonetheless confirm the Combined Disclosure Statement and Plan if it finds that the Combined Disclosure Statement and Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the applicable requirements of section 1129(b) of the Bankruptcy Code.

---

[2] Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein have the meanings given to them in the Combined Disclosure Statement and Plan.

Please note that the Combined Disclosure Statement and Plan contemplates separate Classes of Claims and Interests for voting and distribution purposes. Depending on the nature of the Claims or Interests that are held in or against the Debtors, a creditor may have Claims and/or Interests in multiple Classes. The Combined Disclosure Statement and Plan sets forth a description of the Classes.

Your receipt of this Ballot does not signify that your Claim has been or will be Allowed. This Ballot is solely for purposes of voting to accept or reject the Combined Disclosure Statement and Plan and not for the purpose of allowance or disallowance of or distribution on account of Class 5 General Unsecured Claims. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

**Please also note that the Combined Disclosure Statement and Plan may be modified as described in Article XI of the Combined Disclosure Statement and Plan. If the Combined Disclosure Statement and Plan is so modified, the Debtors may not be required to and, accordingly, may not resolicit votes on the Combined Disclosure Statement and Plan. In such case, a vote to accept the Combined Disclosure Statement and Plan submitted prior to the Voting Deadline will be considered a vote to accept the Combined Disclosure Statement and Plan as so modified.**

If you have any questions on how to properly complete this Ballot, please call Kroll Restructuring Administration, LLC, the Debtors' claims, noticing, and solicitation agent (the "***Solicitation Agent***" or "***Kroll***") at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll) or email—with a reference to "Bitcoin Depot Solicitation Inquiry" in the subject line—to bitcoindepotinfo@ra.kroll.com. **THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

**PLEASE READ AND FOLLOW THE BELOW INSTRUCTIONS CAREFULLY. COMPLETE, SIGN (ELECTRONIC SIGNATURE IS ACCEPTABLE) AND DATE YOUR CUSTOMIZED BALLOT (PURSUANT TO THE INSTRUCTIONS BELOW), AND RETURN IT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026 IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED HEREIN. IF THIS BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE EXPIRATION OF THE VOTING DEADLINE, THEN THE VOTES TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED, EXCEPT IN THE DEBTORS' DISCRETION.**

**IMPORTANT**

**You should carefully review the Combined Disclosure Statement and Plan before you vote. You may wish to seek legal or other professional advice concerning the Combined Disclosure Statement and Plan and your General Unsecured Claim. Your General Unsecured Claim against the Debtors has been placed in Class 5 under the Combined Disclosure Statement and Plan.**

**VOTING DEADLINE: 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026.**

**If your Ballot is not received by the Solicitation Agent on or before the Voting Deadline and such deadline is not extended, your vote will not count except in the Debtors' discretion.**

**If the Combined Disclosure Statement and Plan is confirmed by the Court, it will be binding on you whether or not you vote.**

**IF YOU (A) HAVE ANY QUESTIONS REGARDING THE BALLOT, (B) DID NOT RECEIVE A COPY OF THE COMBINED DISCLOSURE STATEMENT AND PLAN, OR (C) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT BY CALLING (844) 339-4117 (U.S./CANADA, TOLL FREE) OR +1 (332) 232-7827 (INTERNATIONAL, TOLL) OR EMAIL—WITH A REFERENCE TO "BITCOIN DEPOT SOLICITATION INQUIRY" IN THE SUBJECT LINE— BITCOINDEPOTINFO@RA.KROLL.COM. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE COURT. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

**VOTING DEADLINE: JULY 30, 2026 AT 5:00 P.M. (CENTRAL TIME)**

**For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Solicitation Agent by no later than July 30, 2026 at 5:00 p.m. (Central Time), unless such time is extended in writing by the Debtors. Please submit a Ballot with your vote in the envelope provided or by *one* of the following methods:**

**If Submitting Your Vote through the E-Balloting Portal**

**Kroll will accept Ballots if properly completed through the E-Balloting Portal. To submit your Ballot via the E-Balloting Portal, visit https://restructuring.ra.kroll.com/bitcoindepot, and under the Case Navigation section of the website, click on "Submit E-Ballot" and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique E-Ballot ID#:_____**

**Kroll's E-Balloting Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.**

**Each E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.**

**If by First Class Mail, Overnight Courier or Hand Delivery:**

**Bitcoin Depot Inc. Ballot Processing Center**
**c/o Kroll Restructuring Administration LLC**
**850 3rd Avenue, Suite 412**
**Brooklyn, NY 11232**

**To arrange hand delivery of your Ballot, please contact the Solicitation Agent via email at bitcoindepotballots@ra.kroll.com (with "Bitcoin Depot Ballot Delivery" in the subject line) at least 24 hours prior to your arrival at the Kroll address above and provide the anticipated date and time of delivery.**

**PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT**

**Item 1.** ***Amount of Class 5 General Unsecured Claim.*** [3] The undersigned hereby certifies that on **June 22, 2026**, the Voting Record Date, the undersigned was the record Holder (or authorized signatory of such a Holder) of a General Unsecured Claim in Class 5 under the Combined Disclosure Statement and Plan, in the aggregate unpaid amount of:

| |
|---|
| **Claim Amount: $ _____** |
| **Debtor:_____** |

***Any admission of Claims for purposes of voting on the Plan is not an admission of liability on the part of the Debtors or any other party for payment purposes*.**

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO THE DEBTOR AGAINST WHOM YOU HAVE A GENERAL UNSECURED CLAIM, AS REFLECTED ABOVE IN ITEM 1.**

**Item 2.** ***Vote on the Combined Disclosure Statement and Plan.*** The undersigned Holder of a General Unsecured Claim in Class 5 under the Combined Disclosure Statement and Plan, as described in Item 1 above, votes all such Claims to (check one box):

☐ **Accept** the Combined Disclosure Statement and Plan

OR

☐ **Reject** the Combined Disclosure Statement and Plan

**Item 3**. ***Optional Opt-Out of Releases***.

Following Confirmation, subject to Article X of the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan will be substantially consummated on the Effective Date. Among other things, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, certain release, injunction, exculpation, and discharge provisions set forth in Article IX of the Combined Disclosure Statement and Plan will become effective. In determining how to cast your vote on the Combined Disclosure Statement and Plan, it is important to read the provisions contained in Article X of the Combined Disclosure Statement and Plan very carefully so that you understand how confirmation and substantial consummation of the Combined Disclosure Statement and Plan—which effectuates such provisions—will affect you and any

[3] For voting purposes only, subject to tabulation rules.

Claim(s) you may hold against the Debtors and/or certain other Released Parties specified in the Combined Disclosure Statement and Plan.[4]

Article IX.C of the Combined Disclosure Statement and Plan contains the following provision:

*C. Releases by the Releasing Parties[5] Other Than the Debtors*

**Notwithstanding anything contained herein to the contrary, upon and as of the Effective Date, each Releasing Party (other than the Debtors and the Estates) releases each Debtor, the Estates, and each other Released Party from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors and the Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims actually asserted and pursued against the Debtors), intercompany transactions, the Chapter 11 Cases, the Canadian Proceedings, the**

---

[4] "***Released Party***" means each Person or Entity identified as a Released Party in the Plan Supplement as recommended by the Independent Subcommittee and filed on the Bankruptcy Court's docket no later than July 7, 2026, which may include, each of the following solely in its capacity as such and the extent permitted by applicable law: (a)(i) the Debtors; (ii) the Estates; and (iii) with respect to each Debtor, each Debtor's directors, managers, members, officers, principals, committees (including special committees or subcommittees), the Investigation Subcommittee, Restructuring Committee, Chief Restructuring Officer, the Information Officer; (iv) each Related Party of each Entity in clauses (a)(i)-(a)(iii); and (b)(i) the Committee and its members, each in their capacities as such; and (ii) with respect to the Committee, its retained Professionals, including its attorneys, and financial advisors; *provided*, *however*, that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases set forth in Article IX of the Combined Disclosure Statement and Plan; or (y) timely objects to the releases set forth in Article IX of the Combined Disclosure Statement and Plan and such objection is not resolved before Confirmation. For the avoidance of doubt, the Non-Released Parties shall not be a "Released Party" under the Combined Disclosure Statement and Plan and shall not receive a release under the Combined Disclosure Statement and Plan. **For more information on the Released Parties, see Articles I.G, I.H, and I.I of the Combined Disclosure Statement and Plan describing the Independent Investigation, the Committee Investigation, and Potential Released Parties**.

**Interested parties will be able to obtain and view the list of identified Released Parties no later than July 7, 2026, free of charge at the following website: https://restructuring.ra.kroll.com/bitcoindepot**.

[5] "***Releasing Parties***" means each of the following, solely in its capacity as such: (a)(i) the Debtors; and (ii) the Estates; (b)(i) all Holders of Claims and Interests that vote to accept the Combined Disclosure Statement and Plan but do not opt out of granting the releases set forth herein; (ii) all Holders of Claims or Interests whose vote to accept or reject the Combined Disclosure Statement and Plan is solicited but that do not vote either to accept or to reject the Combined Disclosure Statement and Plan and do not opt out of granting the releases set forth herein; (iii) all Holders of Claims or Interests that are presumed to accept the Combined Disclosure Statement and Plan but do not opt out of granting the releases set forth herein; (vi) with respect to each of the foregoing parties in clauses (b)(i) through (b)(vi), each of such Entity's current and former Affiliates; (v) with respect to each of the foregoing parties in clauses (b)(i) through (b)(vi), each of such Entity's Related Party for which such Entity is legally entitled to bind such Related Party to the releases contained in the Combined Disclosure Statement and Plan under applicable law (in each case, solely in its capacity as such); and (c)(i) the members of any statutory committee, including the Committee, appointed in the Chapter 11 Cases and (ii) such committee's Professionals.

**formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan, the Sales Process, or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any Person or Entity under the Combined Disclosure Statement and Plan, any 363 Asset Sale Transaction Documents, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Combined Disclosure Statement and Plan or any 363 Asset Sale; (b) any Non-Released Party; or (c) any Person or Entity from any claim or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by such Person or Entity.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing releases, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (a) consensual; (b) essential to the Confirmation of the Combined Disclosure Statement and Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the claims released by the Releasing Parties; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the foregoing releases.**

Check the box below if you elect not to grant the releases contained in Article IX.C of the Combined Disclosure Statement and Plan. Election to withhold consent is at your option. If you submit a Ballot accepting or rejecting the Combined Disclosure Statement and Plan, or if you abstain from submitting a Ballot, and in either case, you do not check the box below, you will be deemed to consent to the releases contained in Article IX.C of the Combined Disclosure Statement and Plan to the fullest extent permitted by applicable law. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Combined Disclosure Statement and Plan. Specifically, your recovery under the Combined Disclosure Statement and Plan will be the same whether or not you opt out of the releases contained in Article IX.C of the Combined Disclosure Statement and Plan.

**The Holder of a Class 5 General Unsecured Claim set forth in Item 1 elects to:**

☐ **OPT OUT** of the Releases Contained in Article IX.C of the Combined Disclosure Statement and Plan

**IF YOU VOTE TO ACCEPT OR REJECT THE COMBINED DISCLOSURE STATEMENT AND PLAN AND YOU DO NOT CHECK THE "OPT OUT" BOX IN ITEM 3 AND TIMELY SUBMIT YOUR BALLOT, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES OF THE RELEASED PARTIES SET FORTH IN ARTICLE IX.C OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.**

**IF YOU ABSTAIN FROM VOTING ON THE COMBINED DISCLOSURE STATEMENT AND PLAN AND YOU DO NOT TIMELY SUBMIT YOUR BALLOT WITH THE "OPT OUT" BOX IN ITEM 3 CHECKED, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES OF THE RELEASED PARTIES SET FORTH IN ARTICLE IX.C OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.**

**Item 4:** ***Certifications.*** By returning this Ballot, the undersigned Holder of a Class 5 General Unsecured Claim under the Combined Disclosure Statement and Plan, as described in Item 1 above, certifies that (a)(i) it was the record Holder of the Claims described in Item 1 on June 22, 2026, and/or (ii) it has full power and authority to vote to accept or reject the Combined Disclosure Statement and Plan; (b) it has received a copy of the Combined Disclosure Statement and Plan (and all attachments and supplements thereto); (c) the Holder has cast the same vote with respect to all of its Class 5 Claims described in Item 1; and (d) no other Class 5 Ballots with respect to the amount of the Claims described in Item 1 have been cast or, if any other Class 5 Ballots have been cast with respect to such Claims, then any such earlier Class 5 Ballots are hereby revoked. The undersigned understands that an otherwise properly completed, executed and timely-returned Ballot that does not indicate either acceptance or rejection of the Combined Disclosure Statement and Plan or indicates both acceptance and rejection of the Combined Disclosure Statement and Plan will not be counted. By signing this Ballot you also are acknowledging that your vote is subject to all terms or conditions set forth in the Combined Disclosure Statement and Plan.

Name of Holder: _____

Signature: _____

Print Name: _____

Title: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

**PLEASE PROMPTLY RETURN YOUR COMPLETED BALLOT.**

**BALLOTS MAY BE SUBMITTED VIA THE E-BALLOT PORTAL, IN THE RETURN ENVELOPE PROVIDED, OR AS DIRECTED IN THE VOTING INSTRUCTIONS.**

**IN ORDER TO COUNT, YOUR COMPLETED BALLOT MUST BE RECEIVED NO LATER THAN 5:00 P.M. (CENTRAL TIME) ON JULY 30, 2026 OR THE VOTES TRANSMITTED THEREBY WILL NOT BE COUNTED, EXCEPT IN THE DEBTORS' DISCRETION.**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THIS BALLOT, THE COMBINED DISCLOSURE STATEMENT AND PLAN, OR OTHER RELATED MATERIALS OR DOCUMENTS, PLEASE CALL THE SOLICITATION AGENT AT (844) 339-4117 (U.S./CANADA, TOLL FREE) OR +1 (332) 232-7827 (INTERNATIONAL, TOLL) OR EMAIL AT BITCOINDEPOTINFO@RA.KROLL.COM WITH A REFERENCE TO "BITCOIN DEPOT SOLICITATION INQUIRY" IN THE SUBJECT LINE.**

## INSTRUCTIONS FOR COMPLETING THE BALLOT

1. In order for your vote to count, you must:

   a) In Item 2, indicate either acceptance or rejection of the Combined Disclosure Statement and Plan by checking the appropriate box;

   b) Make sure to read the information regarding releases in Item 3 and check the box **if you elect to opt out** of the releases;

   c) Review the certifications in Item 4 of the Ballot; and either

      i. electronically complete, sign, and return your customized electronic Ballot by utilizing the "E-Ballot" platform on Kroll's website so that it is **actually received** by Kroll no later than the Voting Deadline of 5:00 P.M. Central Time on July 30, 2026 (unless such time is extended by the Debtors); **OR**

      ii. complete, sign, and return your Ballot by first class mail, overnight courier or hand delivery per mailing instructions provided above so that it is **actually received** by Kroll no later than the Voting Deadline of 5:00 P.M. Central Time on July 30, 2026 (unless such time is extended by the Debtors). A pre-addressed, postage pre-paid return envelope is enclosed for your convenience. Any unsigned Ballot will not be counted.

2. **The method of delivery of your Ballot is at your election and at your own risk. YOU ARE STRONGLY ENCOURAGED TO SUBMIT YOUR BALLOT VIA THE E-BALLOT PLATFORM. Kroll's "E-Ballot" platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted. If voting online, to have your vote counted, you must electronically complete, sign, and submit the electronic Ballot by utilizing the E-Ballot platform on Kroll's website. Your Ballot must be received by Kroll no later than the Voting Deadline, unless such time is extended by the Debtors.**

**Creditors who cast a Ballot using Kroll's "E-Ballot" platform should NOT also submit a paper Ballot.**

If you are unable to use the E-Ballot platform or need assistance from Kroll in completing and submitting your Ballot, please contact Kroll by email—with a reference to "Bitcoin Depot Solicitation Inquiry" in the subject line—to: bitcoindepotinfo@ra.kroll.com or by telephone at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll).

3. A properly completed, executed, and timely-returned Ballot that either (a) indicates both an acceptance and rejection of the Combined Disclosure Statement and Plan or (b) fails to indicate either an acceptance or rejection of the Combined Disclosure Statement and Plan will not be counted.

4. You must vote all your Claims within a single Class under the Combined Disclosure Statement and Plan either to accept or reject the Combined Disclosure Statement and Plan. Accordingly, a Ballot (or multiple Ballots with respect to Claims within a single Class) that partially rejects and partially accepts the Combined Disclosure Statement and Plan will not be counted.

5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last valid Ballot timely received shall be deemed to reflect the voter's intent and shall supersede and revoke any earlier received Ballot. If you simultaneously cast inconsistent duplicate Ballots with respect to the same Claim, such Ballots shall not be counted.

6. Any Ballot cast by a person or entity that did not hold a Claim in Class 5 (General Unsecured Claims) as of the Voting Record Date will not be counted.

7. Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

8. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a Claim or an Interest.

9. It is important that you vote. The Combined Disclosure Statement and Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of (a) at least two-thirds in dollar amount and more than one-half in number of Claims in each Class entitled to vote and that actually vote on the Combined Disclosure Statement and Plan and (b) at least two-thirds in number of Interests in each Class entitled to vote and that actually vote on the Combined Disclosure Statement and Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. The votes of Claims actually voted in your Class will bind both those who vote and those who do not vote. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Combined Disclosure Statement and Plan if it finds that the Combined Disclosure Statement and Plan: (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes voting to reject the Combined Disclosure Statement and Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

10. Each Ballot you receive is for voting only your Claim described in that Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting Class 5 General Unsecured Claims.

11. The Ballot is not a letter of transmittal and may not be used for any purposes other than to cast a vote to accept or reject the Combined Disclosure Statement and Plan. Holders should not surrender, at this time, certificates (if any) representing their securities. No party will accept delivery of any such certificates surrendered together with this Ballot.

12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER SOLICITATION MATERIALS APPROVED BY THE COURT, INCLUDING, WITHOUT LIMITATION, THE COMBINED DISCLOSURE STATEMENT AND PLAN.

13. PLEASE RETURN YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT KROLL BY EMAIL—WITH A REFERENCE TO "BITCOIN DEPOT SOLICITATION INQUIRY" IN THE SUBJECT LINE—TO: BITCOINDEPOTINFO@RA.KROLL.COM OR BY TELEPHONE AT (844) 339-4117 (U.S./CANADA, TOLL FREE) or +1 (332) 232-7827 (INTERNATIONAL, TOLL). THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE.

**EXHIBIT E**

**Notice of Non-Voting Status**

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | ) | Case No. 26–90528 (CML) |
| Debtors.[1] | ) | (Jointly Administered) |

**NOTICE OF (A) NON-VOTING STATUS, (B) DEADLINE FOR FILING OBJECTIONS TO FINAL APPROVAL OF COMBINED DISCLOSURE STATEMENT AND PLAN AND CONFIRMATION OF PLAN, AND (C) OTHER RELEVANT INFORMATION**

**PLEASE TAKE NOTICE THAT** on May 17, 2026 (the "***Petition Date***"), Bitcoin Depot Inc., and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "***Debtors***") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "***Court***"). On June 24, 2026, the Debtors filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. [●]] (as may be modified, amended, or supplemented, the "***Combined Disclosure Statement and Plan***"), pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Combined Disclosure Statement and Plan may be obtained upon request of the Debtors' counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk Street, Houston, Texas 77002 where they are available for review during normal operating hours. The Combined Disclosure Statement and Plan is also available for inspection for a fee on the Court's website at www.txs.uscourts.gov or for review and download free of charge on the Debtors' restructuring website at https://restructuring.ra.kroll.com/bitcoindepot.[2] Printed copies of the Combined Disclosure Statement and Plan and the other documents filed in these chapter 11 cases may be obtained free of charge by contacting Kroll Restructuring Administration

[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' 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 Combined Disclosure Statement and Plan as applicable. The statements contained herein are summaries of the provisions contained in the Combined Disclosure Statement and Plan and do not purport to be precise or complete statements of all the terms and provisions of the Combined Disclosure Statement and Plan or documents referred therein. To the extent there is a discrepancy between the terms herein and the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan, as applicable, shall govern and control.

LLC, the Debtors' claims, noticing, and solicitation agent ("***Kroll***" or the "***Solicitation Agent***") via (a) telephone at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll) or (b) email at bitcoindepotinfo@ra.kroll.com (with "Bitcoin Depot Solicitation Inquiry" in the subject line).

**Non-Voting Status**

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED. CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS MAY AFFECT YOUR RIGHTS REGARDLESS OF WHETHER YOU ARE ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN.**

**ANY PERSON OR ENTITY WHO OPPOSES THE COMBINED DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RELEASE, EXCULPATION, OR INJUNCTION PROVISIONS SET FORTH THEREIN AND RESTATED BELOW, SHOULD FILE A TIMELY OBJECTION TO THE COMBINED DISCLOSURE STATEMENT AND PLAN IN ACCORDANCE WITH THIS NOTICE. UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT AT THE COMBINED HEARING.**

**You are receiving this notice (this "*Notice of Non-Voting Status*") because, under the terms of the Combined Disclosure Statement and Plan, you are a Holder of Claim(s) in a Class that has been presumed to either accept or reject the Combined Disclosure Statement and Plan (Class 1 – Senior Priority Lien Claims, Class 2 – Other Priority Claims, Class 7 – Subordinated Claims, and Class 9 – Equity Interests) and is therefore not entitled to vote on the Combined Disclosure Statement and Plan. Accordingly, this Notice of Non-Voting Status is being mailed to you for your information only. If you are a Holder of a Claim in Class 1 or Class 2, this Notice of Non-Voting Status also provides you the opportunity to opt out of certain releases contained in the Combined Disclosure Statement and Plan by completing and returning the enclosed Opt-Out Form. If you are a Holder of a Claim or Interest in Classes 7 or 9, you are not required to take any action with respect to the releases, and no Opt-Out Form is enclosed with your notice.**

**If, notwithstanding this Notice of Non-Voting Status, you believe that you may have a Claim or Interest against the Debtors that should be classified in a Class that is entitled to vote on the Combined Disclosure Statement and Plan, you should immediately request the appropriate Ballot by contacting the Solicitation Agent.**

**Executory Contracts and Unexpired Leases**

On the Effective Date, except as otherwise provided herein or in any contract, instrument, release, or other agreement or document entered into in connection with the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan shall serve as a motion under sections 365 and 1123(b)(2) of the Bankruptcy Code to reject all Executory Contracts and Unexpired Leases, other than the Retained Executory Contracts and Unexpired Leases, and all Executory Contracts and Unexpired Leases shall be rejected as of the Effective Date without the need for any further notice to or action, order, or approval of the Bankruptcy Court, except for any Executory Contract or Unexpired Lease: (1) that has been assumed by the Debtors and assigned to any Purchaser in connection with a 363 Asset Sale; (2) that has been previously rejected or assumed by a Final Order; (3) that is the subject of a separate motion or notice pursuant to the Rejection Procedures to assume or reject Executory Contracts or Unexpired Leases that is pending on the Effective Date; (4) that is subject to a motion or notice pursuant to the Rejection Procedures to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date; (5) that is a Retained Executory Contract or Unexpired Lease or (6) that has previously expired or terminated pursuant to its own terms or by agreement of the parties thereto.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's order approving the rejection of Executory Contracts or Unexpired Leases as set forth herein pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, the rejection of Executory Contracts and Unexpired Leases pursuant to the Combined Disclosure Statement and Plan is effective as of the Effective Date. Any motions to reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date.

**IF YOU DO NOT OBJECT TO THE PROPOSED REJECTION OF YOUR EXECUTORY CONTRACT OR UNEXPIRED LEASE BEFORE THE OBJECTION DEADLINE: (A) YOUR EXECUTORY CONTRACT OR UNEXPIRED LEASE SHALL BE REJECTED AS OF THE EFFECTIVE DATE, IN WHICH CASE YOU WILL BE DEEMED TO HAVE CONSENTED AND WILL BE BOUND BY ORDER OF THE BANKRUPTCY COURT TO SUCH REJECTION; (B) YOU WILL BE FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTORS THAT ANY ADDITIONAL AMOUNTS ARE DUE OR DEFAULTS EXIST UNDER SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE; AND (C) ANY CLAIMS YOU HAVE FILED ON ACCOUNT OF SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE SHALL BE DISALLOWED AND EXPUNGED IN THESE CHAPTER 11 CASES AS TO THE DEBTORS AND THEIR RESPECTIVE ESTATES.**

**Objections to the Combined Disclosure Statement and Plan**

The deadline for filing objections to the Combined Disclosure Statement and Plan is **July 30, 2026, at 5:00 p.m. (Central Time)**. Any objections (each respectively, an "***Objection***") must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Southern District of Texas; (c) state the name and address of the

objecting party, the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors; and (d) state with particularity the legal and factual basis for such objections, and the specific grounds thereof.

Objections must be filed with the Court and served so as to be **actually received** no later than **July 30, 2026, at 5:00 p.m. (Central Time)**, by the following parties:

a. proposed counsel to the Debtors, Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman and 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036 Attn: David S. Meyer and Jessica C. Peet;

b. counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra;

c. the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen;

d. counsel to the Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: James H. Burbage and Emma Kari; and

e. those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002.

**UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE OF NON-VOTING STATUS, IT MAY NOT BE CONSIDERED BY THE COURT.**

**AS DESCRIBED ABOVE, YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

**Summary of Plan Treatment**

The following chart summarizes the treatment provided by the Combined Disclosure Statement and Plan for each Class of Claims against and Interests in the Debtors, and indicates the voting status of each Class:

| Class | Claim or Interest | Treatment | Status | Voting Rights |
|---|---|---|---|---|
| 1 | Senior Priority Lien Claims | To the extent there are any Allowed Senior Priority Lien Claims, unless the Holder of such Claim and the applicable Debtor or the Liquidation Trustee, as applicable, agree to a different treatment, on the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Senior Priority Lien Claim (if any) shall receive, at the option of the applicable Debtor or the Liquidation Trustee:<br>payment in full in Cash of its Allowed Senior Priority Lien Claim;<br>the collateral securing its Allowed Senior Priority Lien Claim; or<br>such other treatment that renders its Allowed Senior Priority Lien Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code. | Unimpaired | Not Entitled to Vote (Deemed to Accept) |
| 2 | Other Priority Claims | Each Holder of an Allowed Other Priority Claim shall receive, at the option of the Debtors or the Liquidation Trustee, payment in full in Cash on the Effective Date, or treatment otherwise consistent with section 1129(a)(9)(c) of the Bankruptcy Code, unless the Holder of such Claim and the applicable Debtor or the Liquidation Trustee, as applicable, agree to a less favorable different treatment. | Unimpaired | Not Entitled to Vote (Deemed to Accept) |

| Class | Claim or Interest | Treatment | Status | Voting Rights |
|---|---|---|---|---|
| 3 | Term Loan Claims | In full and final satisfaction, compromise, settlement, release, and discharge of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Term Loan Claim shall receive on the Effective Date or as soon as reasonably practicable thereafter from Cash on deposit in the Adequate Protection Account: (i) in the event of a Term Loan Settlement, such Holder's *Pro Rata* share of the Term Loan Settlement Amount, or (ii) after Allowance by a Final Order, Cash in an amount equal to such Holder's contractual share of the Allowed Term Loan Claims. | Impaired | Entitled to Vote |
| 4 | Equipment Financing Agreement Claims | In full and final satisfaction, compromise, settlement, release, and discharge of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Equipment Financing Agreement Claim shall receive on the Effective Date or as soon as reasonably practicable thereafter: (i) Cash in an amount equal to such Holder's applicable Equipment Financing Agreement Collateral Proceeds, and (ii) solely to the extent the amount of such Holder's Allowed Equipment Financing Agreement Claims as of the Petition Date exceeds the applicable Equipment Financing Agreement Collateral Proceeds, such Holder's *Pro Rata* share of Liquidation Trust Interests. | Impaired | Entitled to Vote |
| 5 | General Unsecured Claims | Each Holder of an Allowed General Unsecured Claim shall receive on the Effective Date or as soon as reasonably practicable thereafter its *Pro Rata* share of the Liquidation Trust Interests. | Impaired | Entitled to Vote |

| Class | Claim or Interest | Treatment | Status | Voting Rights |
|---|---|---|---|---|
| 6 | Intercompany Claims | On the Effective Date, Allowed Intercompany Claims, shall, at the election of the Liquidation Trustee, and subject to the orders of the CCAA Court in the Canadian Proceedings, be (a) Reinstated, (b) converted to equity, (c) otherwise set off, settled, distributed, contributed, cancelled, or released, or (d) otherwise addressed at the option of the Liquidation Trustee without any distribution, in each case in accordance with the Liquidation Trust Agreement. For the avoidance of doubt, no Intercompany Claim shall be entitled to vote or to receive a distribution under this Combined Disclosure Statement and Plan. For the avoidance of doubt, no Holder of an Intercompany Claim shall become a beneficiary of the Liquidation Trust. | Unimpaired / Impaired | Not Entitled to Vote (Presumed to Accept / Deemed to Reject) |
| 7 | Subordinated Claims | Holders of Subordinated Claims shall not receive any distribution on account of such Subordinated Claims. On the Effective Date, all Subordinated Claims shall be discharged, cancelled, released, and extinguished as of the Effective Date, and shall be of no further force or effect. | Impaired | Not Entitled to Vote (Deemed to Reject) |
| 8 | Intercompany Interests | On the Effective Date, Allowed Intercompany Interests shall, at the election of the Liquidation Trustee, and subject to the orders of the CCAA Court in the Canadian Proceedings, be (a) Reinstated, (b) set off, settled, addressed, distributed, contributed, merged, cancelled, or released, or (c) otherwise addressed at the option of the Liquidation Trustee, without any distribution, in each case in accordance with the Liquidation Trust Agreement. For the avoidance of doubt, no Holder of an Intercompany | Unimpaired / Impaired | Not Entitled to Vote (Presumed to Accept / Deemed to Reject) |

| Class | Claim or Interest | Treatment | Status | Voting Rights |
|---|---|---|---|---|
| | | Interest shall become a beneficiary of the Liquidation Trust. | | |
| 9 | Equity Interests | Holders of Equity Interests will not receive any distribution or property, on account of such Interests, which will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect. | Impaired | Not Entitled to Vote (Deemed to Reject) |

**Releases, Exculpation, and Injunctions**

Please be advised that Article IX of the Combined Disclosure Statement and Plan contains certain release, exculpation, and injunction provisions as follows:

**Relevant Definitions**

"***Released Party***" means each Person or Entity identified as a Released Party in the Plan Supplement as recommended by the Independent Subcommittee and filed on the Bankruptcy Court's docket no later than July 7, 2026, which may include, each of the following solely in its capacity as such and the extent permitted by applicable law: (a)(i) the Debtors; (ii) the Estates; and (iii) with respect to each Debtor, each Debtor's directors, managers, members, officers, principals, committees (including special committees or subcommittees), the Investigation Subcommittee, Restructuring Committee, Chief Restructuring Officer, the Information Officer; (iv) each Related Party of each Entity in clauses (a)(i)-(a)(iii); and (b)(i) the Committee and its members, each in their capacities as such; and (ii) with respect to the Committee, its retained Professionals, including its attorneys, and financial advisors; provided, however, that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases set forth in Article IX of the Combined Disclosure Statement and Plan; or (y) timely objects to the releases set forth in Article IX of the Combined Disclosure Statement and Plan and such objection is not resolved before Confirmation. For the avoidance of doubt, the Non-Released Parties shall not be a "Released Party" under the Combined Disclosure Statement and Plan and shall not receive a release under the Combined Disclosure Statement and Plan. **For more information on the Released Parties, see Articles I.G, I.H, and I.I of the Combined Disclosure Statement and Plan describing the Independent Investigation, the Committee Investigation, and Potential Released Parties.**

**Interested parties will be able to obtain and view the list of identified Released Parties no later than July 7, 2026, free of charge at the following website: https://restructuring.ra.kroll.com/bitcoindepot**.

"***Releasing Parties***" means each of the following, solely in its capacity as such: (a)(i) the Debtors; and (ii) the Estates; (b)(i) all Holders of Claims and Interests that vote to accept the Combined Disclosure Statement and Plan but do not opt out of granting the releases set forth herein; (ii) all Holders of Claims or Interests whose vote to accept or reject the Combined

Disclosure Statement and Plan is solicited but that do not vote either to accept or to reject the Combined Disclosure Statement and Plan and do not opt out of granting the releases set forth herein; (iii) all Holders of Claims or Interests that are presumed to accept the Combined Disclosure Statement and Plan but do not opt out of granting the releases set forth herein; (vi) with respect to each of the foregoing parties in clauses (b)(i) through (b)(vi), each of such Entity's current and former Affiliates; (v) with respect to each of the foregoing parties in clauses (b)(i) through (b)(vi), each of such Entity's Related Party for which such Entity is legally entitled to bind such Related Party to the releases contained in the Combined Disclosure Statement and Plan under applicable law (in each case, solely in its capacity as such); and (c)(i) the members of any statutory committee, including the Committee, appointed in the Chapter 11 Cases and (ii) such committee's Professionals.

"***Exculpated Parties***" means the following Entities, each in their respective capacities as such: (a) the Debtors; (b) the Investigation Subcommittee; (c) the Committee; and (d) the members of the Committee and any other statutory committee appointed in the Chapter 11 Cases.

**RELEASES BY THE DEBTORS**

**Notwithstanding anything contained herein to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on the Effective Date, each Released Party is deemed released by the Debtors and their Estates from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors or the Estates, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims actually asserted and pursued against the Debtors), intercompany transactions, the Chapter 11 Cases, the Canadian Proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any Person or Entity under the Combined Disclosure Statement and Plan, any 363 Asset Sale Transaction Documents, or any document, instrument, or agreement (including those set**

**forth in the Plan Supplement) executed to implement the Combined Disclosure Statement and Plan or any 363 Asset Sale; (b) any Non-Released Party; or (c) any Person or Entity from any claim or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by such Person or Entity.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Releases, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Releases are: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Chapter 11 Cases, the Canadian Proceedings, and implementing the Combined Disclosure Statement and Plan; (b) a good faith settlement and compromise of the claims released by the Debtor Releases; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Liquidation Trust, Liquidation Trustee, Debtors or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Releases. Notwithstanding anything to the contrary in the foregoing, only those Parties or Entities recommended by the Investigation Subcommittee to be a Released Party shall be eligible to receive a release hereunder. Any such determination along with a summary of the findings of the Investigation Subcommittee with respect to each of the Released Parties will be included in the Plan Supplement. To the extent that the Investigation Subcommittee determines to recommend that any Debtor and the Estate thereto should not grant releases in favor of any Person or Entity with respect to any claims, obligation, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, such Person or Entity shall be deemed a Non-Released Party.**

**RELEASES BY RELEASING PARTIES OTHER THAN THE DEBTORS**

**Notwithstanding anything contained herein to the contrary, upon and as of the Effective Date, each Releasing Party (other than the Debtors and the Estates) releases each Debtor, the Estates, and each other Released Party from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors and the Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims actually asserted and pursued against the Debtors), intercompany transactions, the Chapter 11 Cases, the Canadian Proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the**

**Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan, the Sales Process, or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any Person or Entity under the Combined Disclosure Statement and Plan, any 363 Asset Sale Transaction Documents, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Combined Disclosure Statement and Plan or any 363 Asset Sale; (b) any Non-Released Party; or (c) any Person or Entity from any claim or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by such Person or Entity.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing releases, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (a) consensual; (b) essential to the Confirmation of the Combined Disclosure Statement and Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the claims released by the Releasing Parties; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the foregoing releases.**

**EXCULPATION**

**Except as otherwise specifically provided herein, no Exculpated Party shall have or incur liability for and each Exculpated Party is hereby exculpated from any Cause of Action for any claim related to any act or omission taking place between the Petition Date and the Effective Date in connection with, relating to, or arising out of, the Chapter 11 Cases, the Canadian Proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan, the Sales Process, or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent**

**jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence; *provided* that, to the fullest extent permitted by applicable law, such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities regarding the Chapter 11 Cases, the Canadian Proceedings, and pursuant to the Combined Disclosure Statement and Plan.**

**The Exculpated Parties shall be deemed to have participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Combined Disclosure Statement and Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Combined Disclosure Statement and Plan or distributions made pursuant to the Combined Disclosure Statement and Plan.**

**INJUNCTION**

**Except as otherwise expressly provided herein or for obligations issued or required to be paid pursuant to the Combined Disclosure Statement and Plan or the Confirmation Order, all Holders of Claims and Interests who have held, hold, or may hold Claims or Interests that are treated under this Combined Disclosure Statement and Plan, or are barred by exculpation, are enjoined, from and after the Effective Date through and until the date upon which all remaining property of the Debtors' Estates vested in any Purchaser or the Liquidation Trust, as applicable, has been liquidated and distributed to any Purchaser, creditors, or otherwise in accordance with the terms of the Combined Disclosure Statement and Plan, and the Confirmation Order and the Combined Disclosure Statement and Plan has been fully administered, subject to further extension or reduction by motion on notice, with all parties' rights with respect to such extension or reduction reserved, from taking any of the following actions against, as applicable, the Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing, in any manner or in any place, any suit, action, or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Persons or Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Persons or Entities or the property of such Persons or Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Persons or Entities or against the property of such Persons or Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or in connection with or with respect to any such Claims or Interests treated under the Combined Disclosure Statement and Plan.**

**No Person or Entity may commence or pursue a claim or Cause of Action, as applicable, of any kind against the Exculpated Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a claim or Cause of Action, as applicable, subject to Article IX hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such claim or Cause of Action, as applicable, represents a colorable claim of any kind that has not been exculpated, released, or otherwise barred, and (ii) specifically authorizing such Person or Entity to bring such claim or Cause of Action, as applicable, against any such Exculpated Party; *provided, however*, that no claim or Cause of Action of any kind may be asserted, commenced or pursued against the Information Officer or any Related Party thereto without leave of the CCAA Court. At the hearing for the Bankruptcy Court to determine whether such claim or Cause of Action represents a colorable claim of any kind that has not been exculpated, released, or otherwise barred, the Bankruptcy Court may, or shall if any Exculpated Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.**

**CRITICAL INFORMATION REGARDING THE COMBINED DISCLOSURE STATEMENT AND PLAN'S THIRD-PARTY RELEASES**

ARTICLE IX OF THE COMBINED DISCLOSURE STATEMENT AND PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE COMBINED DISCLOSURE STATEMENT AND PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

IF YOU ARE THE HOLDER OF A CLAIM OR INTEREST IN

CLASSES 1 OR 2 AND YOU DO NOT AFFIRMATIVELY OPT OUT

OF GRANTING THE THIRD-PARTY RELEASES AS DESCRIBED IN THE NOTICE

OF NON-VOTING STATUS, THEN YOU WILL BE BOUND BY SUCH RELEASES.

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | ) | Case No. 26–90528 (CML) |
| Debtors.[1] | ) | (Jointly Administered) |

**PLAN ARTICLE IX.C OPT-OUT FORM**

If you are a Holder of a Claim in Class 1 (Senior Priority Lien Claims) or Class 2 (Other Priority Claims), by checking the box below and signing this Opt-Out Form, the undersigned exercises its option to opt out of the releases in favor of the Released Parties set forth in Article IX.C of the Combined Disclosure Statement and Plan.

☐ The undersigned hereby **OPTS OUT** of the releases in favor of the Released Parties set forth in Article IX.C of the Combined Disclosure Statement and Plan.

_____
Date

_____
Name of Holder of Claim or Interest (Print or Type)

_____
Signature

_____
Name and Title of Authorized Agent (Print or Type)

_____
Address

_____
City, State, Zip

_____
Telephone / Email Address

[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' 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.

Completed Opt-Out Forms must be actually received by the Solicitation Agent **by 5:00 p.m. Central Time on July 30, 2026.** Send your completed Opt-Out Form by **ONLY ONE** of the following means of submission:

**SUBMISSION VIA THE E-BALLOT PORTAL**

Kroll will accept Opt-Out Forms if properly completed through the E-Ballot Portal. To submit your Opt-Out Form via the E-Ballot Portal, visit https://restructuring.ra.kroll.com/bitcoindepot, under the Case Navigation section of the website, click on "Submit E-Ballot", and follow the instructions to submit your Opt-Out Form. **If you choose to submit your Opt-Out Form via the E-Ballot Portal, you should not return a hard copy of your Opt-Out Form.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:**

**Unique E-Opt-Out ID#:**_____

The E-Ballot Portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

**SUBMISSION VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY**

Submission of your Opt-Out Form via the E-Ballot Portal is strongly recommended. However, you may submit the completed and signed paper original of your Opt-Out Form in the prepaid business reply envelope provided or otherwise via first class mail, overnight courier, or hand delivery to the Solicitation Agent:

**If by First Class mail, overnight courier, or hand delivery:**

Bitcoin Depot Inc. Ballot Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

To arrange hand delivery of your Opt-Out Form, please contact the Solicitation Agent via email at bitcoindepotballots@ra.kroll.com (with "Bitcoin Depot Opt-Out Form Delivery" in the subject line) at least 24 hours prior to your arrival at the Kroll address above and provide the anticipated date and time of delivery.

Dated: [___], 2026
Houston, Texas

*/s/ [Draft]*

**VINSON & ELKINS LLP**
Paul E. Heath (TX 09355050)
Sara Zoglman (TX 24121600)
845 Texas Avenue, Suite 4700
Houston, Texas 77002
Tel: 713.758.2222
Fax: 713.758.2346
Email: pheath@velaw.com
szoglman@velaw.com

-and-

David S. Meyer (*pro hac vice* pending)
Jessica C. Peet (*pro hac vice* pending)
1114 Avenue of the Americas, 32nd Floor
New York, New York 10036
Tel: 212.237.0000
Fax: 212.237.0100
Email: dmeyer@velaw.com
jpeet@velaw.com

*Proposed Counsel to the Debtors and Debtors in Possession*

# EXHIBIT F

## Combined Hearing Notice

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| BITCOIN DEPOT INC., *et al*., | ) | Case No. 26–90528 (CML) |
| Debtors.[1] | ) | (Jointly Administered) |

**NOTICE OF (A) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF AND CONFIRMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN, (B) DEADLINE FOR FILING OBJECTIONS TO FINAL APPROVAL AND CONFIRMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN, AND (C) OTHER RELEVANT INFORMATION**

**PLEASE TAKE NOTICE THAT** on May 17, 2026 (the "***Petition Date***"), Bitcoin Depot Inc., and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "***Debtors***") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "***Court***"). On June 24, 2026, the Debtors filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (as may be modified, amended, or supplemented, the "***Combined Disclosure Statement and Plan***"), pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Combined Disclosure Statement and Plan may be obtained upon request of the Debtors' counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk Street, Houston, Texas 77002 where they are available for review during normal operating hours. The Combined Disclosure Statement and Plan is also available for inspection for a fee on the Court's website at www.txs.uscourts.gov or for review and download free of charge on the Debtors' restructuring website at https://restructuring.ra.kroll.com/bitcoindepot.[2] Printed copies

[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' 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 Combined Disclosure Statement and Plan as applicable. The statements contained herein are summaries of the provisions contained in the Combined Disclosure Statement and Plan and do not purport to be precise or complete statements of all the terms and provisions of the Combined Disclosure Statement and Plan or documents referred therein. To the extent there is a discrepancy between the terms herein and the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan, as applicable, shall govern and control.

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED. CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS MAY AFFECT YOUR RIGHTS REGARDLESS OF WHETHER YOU ARE ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN.**

**ANY PERSON OR ENTITY WHO OPPOSES THE COMBINED DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RELEASE, EXCULPATION, OR INJUNCTION PROVISIONS SET FORTH THEREIN AND RESTATED BELOW, SHOULD FILE A TIMELY OBJECTION TO THE COMBINED DISCLOSURE STATEMENT AND PLAN IN ACCORDANCE WITH THIS NOTICE. UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT AT THE COMBINED HEARING.**

of the Combined Disclosure Statement and Plan and the other documents filed in these chapter 11 cases may be obtained free of charge by contacting Kroll Restructuring Administration LLC, the Debtors' claims, noticing, and solicitation agent ("***Kroll***" or the "***Solicitation Agent***") via (a) telephone at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll) or (b) email at bitcoindepotinfo@ra.kroll.com (with "Bitcoin Depot Solicitation Inquiry" in the subject line).

**Hearing on Adequacy and Confirmation of the Combined Disclosure Statement and Plan**

The hearing (the "***Combined Hearing***") will be held **virtually by video conference** before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, on **August 7, 2026, at 9:00 a.m. (Central Time)**, to consider the adequacy of and confirmation of the Combined Disclosure Statement and Plan, any objections thereto, and any other matter that may properly come before the Court. Information regarding access to the virtual hearing will be made available in accordance with the procedures of the United States Bankruptcy Court.

Participation at the Combined Hearing will only be permitted by an audio and video connection. Audio communication will be by use of the Court's dial-in facility. Parties may access the facility by calling 832-917-1510. Once connected, participants will be prompted to enter the conference room number. Judge Lopez's conference room number is 590153. Video communication will be conducted by use of the GoToMeeting platform. Participants may connect via the free GoToMeeting application or by clicking the GoToMeeting link available on Judge Lopez's home page. The meeting code is "JudgeLopez." Participants should click the settings icon in the upper right corner and enter their name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make an appearance, parties must click the "Electronic Appearance" link on Judge Lopez's home page, select the case name, complete the required fields, and click "Submit" to complete the appearance.

Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtors without further notice, other than by such adjournment being announced during the hearing or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

**Information Regarding the Combined Disclosure Statement and Plan**

**Voting Record Date**. The Voting Record Date was June 22, 2026, which was the date for determining which Holders of Claims and Interests in Classes 3, 4, and 5 of the Combined Disclosure Statement and Plan were entitled to vote.

**Objections to the Combined Disclosure Statement and Plan**. The deadline for filing objections to the Combined Disclosure Statement and Plan is **July 30, 2026, at 5:00 p.m. (Central Time)**. Any objections (each respectively, an "***Objection***") must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Southern District of Texas; (c) state the name and address of the objecting party, the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors; and (d) state with particularity the legal and factual basis for such objections, and the specific grounds thereof.

Objections must be filed with the Court and served so as to be **actually received** no later than **July 30, 2026, at 5:00 p.m. (Central Time)**, by the following parties:

a. proposed counsel to the Debtors, Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman and 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036 Attn: David S. Meyer and Jessica C. Peet;

b. counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra;

c. the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen;

d. counsel to the Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: James H. Burbage and Emma Kari; and

e. those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002.

**UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.**

**AS DESCRIBED ABOVE, YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

## Summary of Plan Treatment

The following chart summarizes the treatment provided by the Combined Disclosure Statement and Plan for each Class of Claims against and Interests in the Debtors, and indicates the voting status of each Class:

| Class | Claim or Interest | Treatment | Status | Voting Rights |
|---|---|---|---|---|
| 1 | Senior Priority Lien Claims | To the extent there are any Allowed Senior Priority Lien Claims, unless the Holder of such Claim and the applicable Debtor or the Liquidation Trustee, as applicable, agree to a different treatment, on the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Senior Priority Lien Claim (if any) shall receive, at the option of the applicable Debtor or the Liquidation Trustee:<br>payment in full in Cash of its Allowed Senior Priority Lien Claim;<br>the collateral securing its Allowed Senior Priority Lien Claim; or<br>such other treatment that renders its Allowed Senior Priority Lien Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code. | Unimpaired | Not Entitled to Vote (Deemed to Accept) |
| 2 | Other Priority Claims | Each Holder of an Allowed Other Priority Claim shall receive, at the option of the Debtors or the Liquidation Trustee, payment in full in Cash on the Effective Date, or treatment otherwise consistent with section 1129(a)(9)(c) of the Bankruptcy Code, unless the Holder of such Claim and the applicable Debtor or the Liquidation Trustee, as applicable, agree to a less favorable different treatment. | Unimpaired | Not Entitled to Vote (Deemed to Accept) |
| 3 | Term Loan Claims | In full and final satisfaction, compromise, settlement, release, and discharge of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of | Impaired | Entitled to Vote |

| Class | Claim or Interest | Treatment | Status | Voting Rights |
|---|---|---|---|---|
| | | an Allowed Term Loan Claim shall receive on the Effective Date or as soon as reasonably practicable thereafter from Cash on deposit in the Adequate Protection Account: (i) in the event of a Term Loan Settlement, such Holder's *Pro Rata* share of the Term Loan Settlement Amount, or (ii) after Allowance by a Final Order, Cash in an amount equal to such Holder's contractual share of the Allowed Term Loan Claims. | | |
| 4 | Equipment Financing Agreement Claims | In full and final satisfaction, compromise, settlement, release, and discharge of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Equipment Financing Agreement Claim shall receive on the Effective Date or as soon as reasonably practicable thereafter: (i) Cash in an amount equal to such Holder's applicable Equipment Financing Agreement Collateral Proceeds, and (ii) solely to the extent the amount of such Holder's Allowed Equipment Financing Agreement Claims as of the Petition Date exceeds the applicable Equipment Financing Agreement Collateral Proceeds, such Holder's *Pro Rata* share of Liquidation Trust Interests. | Impaired | Entitled to Vote |
| 5 | General Unsecured Claims | Each Holder of an Allowed General Unsecured Claim shall receive on the Effective Date or as soon as reasonably practicable thereafter its *Pro Rata* share of the Liquidation Trust Interests. | Impaired | Entitled to Vote |

| Class | Claim or Interest | Treatment | Status | Voting Rights |
|---|---|---|---|---|
| 6 | Intercompany Claims | On the Effective Date, Allowed Intercompany Claims, shall, at the election of the Liquidation Trustee, and subject to the orders of the CCAA Court in the Canadian Proceedings, be (a) Reinstated, (b) converted to equity, (c) otherwise set off, settled, distributed, contributed, cancelled, or released, or (d) otherwise addressed at the option of the Liquidation Trustee without any distribution, in each case in accordance with the Liquidation Trust Agreement. For the avoidance of doubt, no Intercompany Claim shall be entitled to vote or to receive a distribution under this Combined Disclosure Statement and Plan. For the avoidance of doubt, no Holder of an Intercompany Claim shall become a beneficiary of the Liquidation Trust. | Unimpaired / Impaired | Not Entitled to Vote (Presumed to Accept / Deemed to Reject) |
| 7 | Subordinated Claims | Holders of Subordinated Claims shall not receive any distribution on account of such Subordinated Claims. On the Effective Date, all Subordinated Claims shall be discharged, cancelled, released, and extinguished as of the Effective Date, and shall be of no further force or effect. | Impaired | Not Entitled to Vote (Deemed to Reject) |
| 8 | Intercompany Interests | On the Effective Date, Allowed Intercompany Interests shall, at the election of the Liquidation Trustee, and subject to the orders of the CCAA Court in the Canadian Proceedings, be (a) Reinstated, (b) set off, settled, addressed, distributed, contributed, merged, cancelled, or released, or (c) otherwise addressed at the option of the Liquidation Trustee, without any distribution, in each case in accordance with the Liquidation Trust Agreement. For the avoidance of doubt, no Holder of an Intercompany | Unimpaired / Impaired | Not Entitled to Vote (Presumed to Accept / Deemed to Reject) |

| Class | Claim or Interest | Treatment | Status | Voting Rights |
|---|---|---|---|---|
| | | Interest shall become a beneficiary of the Liquidation Trust. | | |
| 9 | Equity Interests | Holders of Equity Interests will not receive any distribution or property, on account of such Interests, which will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect. | Impaired | Not Entitled to Vote (Deemed to Reject) |

**Releases, Exculpation, and Injunctions**

Please be advised that Article IX of the Combined Disclosure Statement and Plan contains certain release, exculpation, and injunction provisions as follows:

**Relevant Definitions**

"***Released Party***" means each Person or Entity identified as a Released Party in the Plan Supplement as recommended by the Independent Subcommittee and filed on the Bankruptcy Court's docket no later than July 7, 2026, which may include, each of the following solely in its capacity as such and the extent permitted by applicable law: (a)(i) the Debtors; (ii) the Estates; and (iii) with respect to each Debtor, each Debtor's directors, managers, members, officers, principals, committees (including special committees or subcommittees), the Investigation Subcommittee, Restructuring Committee, Chief Restructuring Officer, the Information Officer; (iv) each Related Party of each Entity in clauses (a)(i)-(a)(iii); and (b)(i) the Committee and its members, each in their capacities as such; and (ii) with respect to the Committee, its retained Professionals, including its attorneys, and financial advisors; provided, however, that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases set forth in Article IX of the Combined Disclosure Statement and Plan; or (y) timely objects to the releases set forth in Article IX of the Combined Disclosure Statement and Plan and such objection is not resolved before Confirmation. For the avoidance of doubt, the Non-Released Parties shall not be a "Released Party" under the Combined Disclosure Statement and Plan and shall not receive a release under the Combined Disclosure Statement and Plan. **For more information on the Released Parties, see Articles I.G, I.H, and I.I of the Combined Disclosure Statement and Plan describing the Independent Investigation, the Committee Investigation, and Potential Released Parties.**

**Interested parties will be able to obtain and view the list of identified Released Parties no later than July 7, 2026, free of charge at the following website: https://restructuring.ra.kroll.com/bitcoindepot**.

"***Releasing Parties***" means each of the following, solely in its capacity as such: (a)(i) the Debtors; and (ii) the Estates; (b)(i) all Holders of Claims and Interests that vote to accept the Combined Disclosure Statement and Plan but do not opt out of granting the releases set forth herein; (ii) all Holders of Claims or Interests whose vote to accept or reject the Combined Disclosure Statement and Plan is solicited but that do not vote either to accept or to reject the

Combined Disclosure Statement and Plan and do not opt out of granting the releases set forth herein; (iii) all Holders of Claims or Interests that are presumed to accept the Combined Disclosure Statement and Plan but do not opt out of granting the releases set forth herein; (vi) with respect to each of the foregoing parties in clauses (b)(i) through (b)(vi), each of such Entity's current and former Affiliates; (v) with respect to each of the foregoing parties in clauses (b)(i) through (b)(vi), each of such Entity's Related Party for which such Entity is legally entitled to bind such Related Party to the releases contained in the Combined Disclosure Statement and Plan under applicable law (in each case, solely in its capacity as such); and (c)(i) the members of any statutory committee, including the Committee, appointed in the Chapter 11 Cases and (ii) such committee's Professionals.

"***Exculpated Parties***" means the following Entities, each in their respective capacities as such: (a) the Debtors; (b) the Investigation Subcommittee; (c) the Committee; and (d) the members of the Committee and any other statutory committee appointed in the Chapter 11 Cases.

**RELEASES BY THE DEBTORS**

**Notwithstanding anything contained herein to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on the Effective Date, each Released Party is deemed released by the Debtors and their Estates from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors or the Estates, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims actually asserted and pursued against the Debtors), intercompany transactions, the Chapter 11 Cases, the Canadian Proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any Person or Entity under the Combined Disclosure Statement and Plan, any 363 Asset Sale Transaction Documents, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Combined Disclosure Statement**

**and Plan or any 363 Asset Sale; (b) any Non-Released Party; or (c) any Person or Entity from any claim or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by such Person or Entity.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Releases, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Releases are: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Chapter 11 Cases, the Canadian Proceedings, and implementing the Combined Disclosure Statement and Plan; (b) a good faith settlement and compromise of the claims released by the Debtor Releases; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Liquidation Trust, Liquidation Trustee, Debtors or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Releases. Notwithstanding anything to the contrary in the foregoing, only those Parties or Entities recommended by the Investigation Subcommittee to be a Released Party shall be eligible to receive a release hereunder. Any such determination along with a summary of the findings of the Investigation Subcommittee with respect to each of the Released Parties will be included in the Plan Supplement. To the extent that the Investigation Subcommittee determines to recommend that any Debtor and the Estate thereto should not grant releases in favor of any Person or Entity with respect to any claims, obligation, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, such Person or Entity shall be deemed a Non-Released Party.**

**RELEASES BY RELEASING PARTIES OTHER THAN THE DEBTORS**

**Notwithstanding anything contained herein to the contrary, upon and as of the Effective Date, each Releasing Party (other than the Debtors and the Estates) releases each Debtor, the Estates, and each other Released Party from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors and the Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims actually asserted and pursued against the Debtors), intercompany transactions, the Chapter 11 Cases, the Canadian Proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the**

**pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan, the Sales Process, or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any Person or Entity under the Combined Disclosure Statement and Plan, any 363 Asset Sale Transaction Documents, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Combined Disclosure Statement and Plan or any 363 Asset Sale; (b) any Non-Released Party; or (c) any Person or Entity from any claim or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by such Person or Entity.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing releases, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (a) consensual; (b) essential to the Confirmation of the Combined Disclosure Statement and Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the claims released by the Releasing Parties; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the foregoing releases.**

**EXCULPATION**

**Except as otherwise specifically provided herein, no Exculpated Party shall have or incur liability for and each Exculpated Party is hereby exculpated from any Cause of Action for any claim related to any act or omission taking place between the Petition Date and the Effective Date in connection with, relating to, or arising out of, the Chapter 11 Cases, the Canadian Proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan, the Sales Process, or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place between the Petition Date and the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence;**

***provided*** **that, to the fullest extent permitted by applicable law, such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities regarding the Chapter 11 Cases, the Canadian Proceedings, and pursuant to the Combined Disclosure Statement and Plan.**

**The Exculpated Parties shall be deemed to have participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Combined Disclosure Statement and Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Combined Disclosure Statement and Plan or distributions made pursuant to the Combined Disclosure Statement and Plan.**

**INJUNCTION**

**Except as otherwise expressly provided herein or for obligations issued or required to be paid pursuant to the Combined Disclosure Statement and Plan or the Confirmation Order, all Holders of Claims and Interests who have held, hold, or may hold Claims or Interests that are treated under this Combined Disclosure Statement and Plan, or are barred by exculpation, are enjoined, from and after the Effective Date through and until the date upon which all remaining property of the Debtors' Estates vested in any Purchaser or the Liquidation Trust, as applicable, has been liquidated and distributed to any Purchaser, creditors, or otherwise in accordance with the terms of the Combined Disclosure Statement and Plan, and the Confirmation Order and the Combined Disclosure Statement and Plan has been fully administered, subject to further extension or reduction by motion on notice, with all parties' rights with respect to such extension or reduction reserved, from taking any of the following actions against, as applicable, the Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing, in any manner or in any place, any suit, action, or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Persons or Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Persons or Entities or the property of such Persons or Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Persons or Entities or against the property of such Persons or Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or in connection with or with respect to any such Claims or Interests treated under the Combined Disclosure Statement and Plan.**

**No Person or Entity may commence or pursue a claim or Cause of Action, as applicable, of any kind against the Exculpated Parties that relates to or is reasonably likely**

**to relate to any act or omission in connection with, relating to, or arising out of a claim or Cause of Action, as applicable, subject to Article IX hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such claim or Cause of Action, as applicable, represents a colorable claim of any kind that has not been exculpated, released, or otherwise barred, and (ii) specifically authorizing such Person or Entity to bring such claim or Cause of Action, as applicable, against any such Exculpated Party; *provided, however*, that no claim or Cause of Action of any kind may be asserted, commenced or pursued against the Information Officer or any Related Party thereto without leave of the CCAA Court. At the hearing for the Bankruptcy Court to determine whether such claim or Cause of Action represents a colorable claim of any kind that has not been exculpated, released, or otherwise barred, the Bankruptcy Court may, or shall if any Exculpated Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such claim or Cause of Action File a proposed complaint with the Bankruptcy Court embodying such claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.**

Dated: [___], 2026
Houston, Texas

*/s/ [Draft]*

**VINSON & ELKINS LLP**
Paul E. Heath (TX 09355050)
Sara Zoglman (TX 24121600)
845 Texas Avenue, Suite 4700
Houston, Texas 77002
Tel: 713.758.2222
Fax: 713.758.2346
Email: pheath@velaw.com
szoglman@velaw.com

-and-

David S. Meyer (*pro hac vice* pending)
Jessica C. Peet (*pro hac vice* pending)

1114 Avenue of the Americas, 32nd Floor
New York, New York 10036
Tel: 212.237.0000
Fax: 212.237.0100
Email: dmeyer@velaw.com
jpeet@velaw.com

*Proposed Counsel to the Debtors and Debtors in Possession*

**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

**RECOGNITION ORDER**

**OSLER, HOSKIN & HARCOURT LLP**
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

**Martino Calvaruso** (LSO# 57359Q)
Tel: 416.862.6665
Email: mcalvaruso@osler.com

**Shawn T. Irving** (LSO# 50035U)
Tel: 416.862.4733
Email: sirving@osler.com

**Marleigh Dick** (LSO# 79390S)
Tel: 416.862.4725
Email: mdick@osler.com

Lawyers for the Applicant