Court File No. CL-26-00000234-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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, AS AMENDED

THIRD REPORT OF THE INFORMATION OFFICER ALVAREZ & MARSAL CANADA INC.

JULY 20, 2026

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1.0 INTRODUCTION

1.1 On May 17, 2026 (the "**Petition Date**"), Bitcoin Depot Inc. ("**Bitcoin Depot**") and certain of its subsidiaries and affiliates (collectively, the "**Debtors**"), including Digital Gold Ventures Inc., BitAccess Inc. ("**BA Inc.**")[1], and Express Vending Inc. (collectively, the "**Canadian Debtors**" and each a "**Canadian Debtor**"), commenced cases in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**U.S. Bankruptcy Court**") by filing voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "**Chapter 11 Cases**").

1.2 The purpose of the Chapter 11 Cases is to facilitate an orderly wind-down of the Debtors' operations and the liquidation of their assets, including the assets of the Canadian Debtors. The Canadian Debtors are wholly-owned or majority-owned indirect subsidiaries of Bitcoin Depot.

1.3 On May 19, 2026, the U.S. Bankruptcy Court granted certain orders (the "**First Day Orders**")[2], including the Foreign Representative Order authorizing Bitcoin Depot to act as "foreign representative" on behalf of the Debtors' estates in the CCAA Recognition Proceedings (as defined below) (in such capacity, the "**Foreign Representative**").

1.4 On May 22, 2026, on application of the Foreign Representative, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted two orders (the "**Initial Recognition**

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[1] BA Inc.'s voluntary petition was filed on May 18, 2026.

[2] Copies of each of the First Day Orders and other documents related to the Chapter 11 Cases are available at the website maintained by Kroll: https://restructuring.ra.kroll.com/BitcoinDepot (the "**Kroll Website**").

Order" and the "**Supplemental Order**") pursuant to Part IV of the *Companies' Creditors Arrangement Act,* R.S.C., 1985, c. C36, as amended (the "**CCAA**") among other things: (a) recognizing the Chapter 11 Cases as a "foreign main proceeding" under the CCAA; (b) recognizing Bitcoin Depot as the "foreign representative" of the Canadian Debtors; (c) staying all proceedings in respect of the Debtors, and their respective directors and officers, in Canada; (d) appointing Alvarez & Marsal Canada Inc. ("**A&M**") as the information officer (the "**Information Officer**"); (e) recognizing and giving effect in Canada to certain of the First Day Orders issued by the U.S. Bankruptcy Court; and (f) granting the Administration Charge, the Directors' Charge, and the Intercompany Charge (each as defined in the Supplemental Order).

1.5 On May 28, 2026, the United States Trustee for the Southern District of Texas appointed an Official Committee of Unsecured Creditors (the "**UCC**") in respect of the Chapter 11 Cases.

1.6 On June 11, 2026**,** the Court granted an order (the "**Second Recognition Order**"), among other things: (a) recognizing and giving full force and effect in Canada certain orders that have been granted by the U.S. Bankruptcy Court, including (among others) the Bidding Procedures Order, the Rejection Procedures Order, and the Second Interim Cash Collateral Order (each, as defined in the First Report of the Information Officer dated June 10, 2026 (the "**First Report**")); (b) authorizing and empowering but not obligating the Information Officer to receive and hold in trust cash of the Canadian Debtors (the "**Canadian Cash**"), for and on behalf of the Canadian Debtors, and to establish, operate and control, on behalf of the Canadian Debtors, one or more accounts at any financial institution to receive and hold the Canadian Cash in such manner as the Information Officer deems necessary or appropriate; and (c) empowering the Information Officer to hold and distribute the Canadian Cash to certain Debtors on account of Intercompany Claims that are subject to the Intercompany Charge (as each term is defined in the Supplemental Order) either: (i) at the written instruction of the Foreign Representative; or (ii) following further order of the Court.

1.7 On July 2, 2026, the Court granted an order (the "**Third Recognition Order**"), among other things, recognizing and giving full force and effect in Canada the Bar Date Order, the Third Interim Cash Collateral Order, and the Conditional Approval of Disclosure Statement and Plan Order (each, as defined in the Second Report of the Information Officer dated June 30, 2026 (the "**Second Report**")), all of which were entered by the U.S. Bankruptcy Court following a hearing on June 24, 2026.

1.8 The proceedings commenced by Bitcoin Depot under the CCAA are referred to herein as the "**CCAA Recognition Proceedings**", and together with the Chapter 11 Cases, the "**Restructuring Proceedings**".

1.9 In connection with the Restructuring Proceedings, A&M, then in its capacity as proposed Information Officer, filed with the Court the Report of the Proposed Information Officer dated May 22, 2026 (the "**Pre-Filing Report**"). The Information Officer has also provided the Court with the First Report and the Second Report, attached hereto (without appendices) as **Appendix "A"**. The Pre-Filing Report, the First Report, the Second Report and other Court-filed documents in the Restructuring Proceedings are available on the

Information Officer's case website at: www.alvarezandmarsal.com/bitcoindepot (the "**Case Website**").

2.0 TERMS OF REFERENCE AND DISCLAIMER

2.1 In preparing this Third Report of the Information Officer, A&M has relied solely on information and documents provided by the Foreign Representative and other Debtors, as well as their Canadian legal counsel and publicly available documents filed with the U.S. Bankruptcy Court (collectively the "**Information**"). Except as otherwise described in this Third Report:

(a) the Information Officer has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Information Officer has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the *Chartered Professional Accountants of Canada Handbook* (the "**Handbook**") and accordingly, the Information Officer expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and

(b) some of the information referred to in this Third Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the Handbook, has not been performed.

2.2 Future-oriented financial information referred to in this Third Report was prepared based on estimates and assumptions made by Bitcoin Depot's management. Readers are cautioned that, since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, and the variations could be significant.

2.3 This Third Report should be read in conjunction with the Affidavit of Thomas Studebaker, sworn on July 15, 2026 (the "**Fifth Studebaker Affidavit**"). Except where explicitly stated to the contrary, the Information Officer's understanding of the matters set out herein is based on the information in the Fifth Studebaker Affidavit, and capitalized terms used but not defined herein shall have the meanings ascribed to them in the Fifth Studebaker Affidavit.

2.4 Unless otherwise stated, all monetary amounts contained herein are expressed in United States dollars.

3.0 PURPOSE OF THIS REPORT

3.1 The purpose of this Third Report is to provide the Court with information concerning, and where applicable, the Information Officer's views on, the following matters:

(a) the sale process for the substantially all of the Debtors' assets (collectively, the "**Assets**");

(a) the Foreign Representative's motion for an order (the "**Recognition and Vesting Order**"), among other things, (i) recognizing and giving full force and effect in Canada to certain orders that have been granted by the U.S. Bankruptcy Court, as discussed below and (ii) upon delivery concurrently to the Sellers and Purchaser (each as defined below) by the Information Officer of a certificate substantially in the form of Schedule "A" to the Recognition and Vesting Order (the "**Information Officer's Certificate**"), vesting the Canadian Acquired Assets (defined below) in the Purchaser in accordance with the APA (defined below);

(b) a summary of the activities of the Information Officer since the date of the Second Report; and

(c) the Information Officer's conclusions and recommendations with respect to the relief sought by the Foreign Representative.

4.0 UPDATE ON THE SALE PROCESS[3]

4.1 On June 10, 2026, the U.S. Bankruptcy Court entered the Bidding Procedures Order, which established the rules and procedures to govern the Debtors' marketing and sale process for the Assets, which includes assets of the Canadian Debtors. As noted above, on June 11, 2026, the Court recognized and gave effect to the Bidding Procedures Order pursuant to the Second Recognition Order.

4.2 Since the entry of the Bidding Procedures Order, the Debtors and their advisors have been actively pursuing an expedited post-petition sale process for all or part of the Debtors' businesses, including all or parts of the business or property of the Canadian Debtors, for the benefit of all parties in interest. As described in the Debtors' materials filed with the U.S. Bankruptcy Court in support of the motion for the sale orders, Hilco Corporate

[3] Capitalized terms used and not defined in this section of the Third Report have the meanings ascribed to them in the Bidding Procedures Order.

Finance, LLC (together with Hilco Commercial Industrial, LLC, Hilco Real Estate, LLC, and Hilco IP Services, LLC, "**Hilco**"), the Debtors' asset disposition consultant, contacted approximately 215 parties considered to be potential participants in the sale process. Subsequently, Hilco facilitated a diligence process that included executing non-disclosure agreements (each, an "**NDA**") with approximately 46 parties and having discussions with approximately 21 interested parties. Potential bidders who signed an NDA were given access to a virtual data room containing diligence materials relating to the Debtors and the Assets. The Debtors' management team and advisors engaged extensively with potential bidders during the process.

4.3 As of the Bid Deadline (June 22, 2026), 11 bids were submitted for certain of the Assets. Subsets of these bids were for overlapping groups of Assets. Accordingly, following additional discussions with various bidders and their advisors regarding potential improvements to their bids, the Debtors, in consultation with their advisors, determined that it was appropriate to extend certain Bidding Procedure dates and deadlines to provide additional time for interested parties to submit competitive bids that met the criteria to be considered Qualified Bids and to otherwise improve the economics of their bids.

4.4 Ultimately, 12 Qualified Bids from 6 Qualified Bidders were received by the Debtors. Taken collectively, the Qualified Bids received were for substantially all of the Assets, but no single bid was for all Assets, and there remained substantial overlap in the Assets subject to the various Qualified Bids.

4.5 On June 29, 2026, the Debtors, led by Hilco, conducted the Auction contemplated by the Bidding Procedures Order[4] at which the Assets subject to multiple Qualified Bids were auctioned off in lots. Following the Auction, the Debtors, together with their advisors, identified four Qualified Bidders as the Winning Bidders for various groups of Assets.

4.6 The Auction did not include Assets that were not subject to overlapping bids. For those Assets, five Qualified Bidders were selected as the Winning Bidders. These five Qualified Bidders are comprised of four Qualified Bidders who were selected as the Winning Bidders following the Auction, plus a fifth.

4.7 Additional information regarding the marketing process and the Auction is provided in the Declaration of Terri Stratton in Support of Sale, dated July 7, 2026, filed with the U.S. Bankruptcy Court by the Debtors in support of the motion for the sale orders, a copy of which is attached to the Fifth Studebaker Affidavit as Exhibit “F”.

4.8 To allow the parties sufficient time to negotiate the terms of the asset purchase agreements, the Debtors and their advisors determined that it was appropriate to adjourn the Sale Hearing originally scheduled for July 2, 2026 to July 8, 2026. Accordingly, on July 1, 2026, the Debtors filed the Notice of Winning Bidders and Adjourned Sale Hearing with the U.S. Bankruptcy Court identifying the Winning Bidders, describing the Assets to be acquired by each Winning Bidder, and providing notice of the adjournment of the Sale

[4] As described in the Second Report, to allow for the review of the bids received, the Auction which was scheduled in the Bidding Procedures Order for June 23, 2026, was postponed to June 29, 2026.

Hearing. A copy of the Notice of Winning Bidders is attached to the Fifth Studebaker Affidavit as Exhibit "E".

4.9 Among the Winning Bids was a bid submitted by Bitcoin Bancorp Inc. ("**BBI**") that included, among other assets, all or substantially all of the assets of BA Inc. (the "**Canadian Acquired Assets**", and together with the other assets that are the subject of the bid submitted by BBI, the "**Acquired Assets**").

4.10 The Assets of the other two Canadian Debtors, being Digital Gold Ventures Inc. and Express Vending Inc. were not subject to offers during the Debtors' sale process or the Auction, and are therefore not subject to sale agreements.[5] The Information Officer is working with the Debtors and their advisors to determine an appropriate course of action with respect to such assets. The Information Officer will update the Court on these non-purchased assets in connection with a future motion.

5.0 ORDERS FOR WHICH RECOGNITION IS BEING SOUGHT

5.1 In connection with a hearing before the U.S. Bankruptcy Court on July 8, 2026, the Debtors sought and obtained: (a) four orders approving the sales to the Winning Bidders, including an order approving the sale to BBI that includes the Canadian Acquired Assets (the "**Sale Order**"); and (b) the Fourth Interim Cash Collateral Order (the "**Fourth Interim Cash**

[5] The Information Officer understands that Digital Gold Ventures Inc. is a holding company, whose assets are limited to shares of BA Inc.

Collateral Order"), copies of which are attached as exhibits to the Fifth Studebaker Affidavit. (together with the Sale Order, the "**U.S. Orders**").

5.2 Since the Fourth Interim Cash Collateral Order was entered, the U.S. Bankruptcy Court entered a fifth interim order (the "**Fifth Interim Cash Collateral Order**" and together with the Sale Order and the Fourth Interim Cash Collateral Order, the "**U.S. Orders**") on July 17, 2026, without a hearing. A copy of the Fifth Interim Cash Collateral Order is attached to this report as **Appendix "B"**

5.3 The Foreign Representative is now seeking recognition by the Court of the U.S. Orders.

5.4 The Sale Order and the Fourth Interim Cash Collateral Order are described in the Fifth Studebaker Affidavit. Copies of the entered Sale Order and Fourth Interim Cash Collateral Order are attached as exhibits to the Fifth Studebaker Affidavit.

5.5 This Third Report provides pertinent information regarding the U.S. Orders below.

<u>The Fourth and Fifth Interim Cash Collateral Orders</u>

5.6 The Information Officer notes that the Fourth Interim Cash Collateral Order and Fifth Interim Cash Collateral Order are both substantially consistent with the Third Interim Cash Collateral Order, entered by the U.S. Bankruptcy Court on June 24, 2026, and recognized by this Court pursuant to the Third Recognition Order. The minor revisions to the Fourth Interim Cash Collateral Order are described in the Fifth Studebaker Affidavit. The main revision to the Fifth Interim Cash Collateral Order is an adjournment of the Final Hearing date to July 24, 2026 at 1:00 p.m., prevailing Central Time. The Information Officer understands that following the hearing on July 24, if a final version of the cash collateral order is granted, the Foreign Representative will bring a motion seeking recognition of such order in due course.

The Sale Order[6]

5.7 Pursuant to the Sale Order granted by the U.S. Bankruptcy Court on July 8, 2026, in order to close the sale transaction contemplated by the APA in respect of the Canadian Acquired Assets, the Sellers are required to obtain an order of the Court that, among other things, recognizes and gives full force and effect in Canada to the Sale Order. The Canadian Acquired Assets form a subset of the Acquired Assets included in the Sale Transaction (as defined below).

5.8 The Sale Order, among other things: (a) authorizes and approves entry into and performance under the Asset Purchase Agreement by and among BBI, as the "**Purchaser**", and the Debtors, including BA Inc., as the "**Sellers**" (the "**APA**"), and the consummation of the transaction contemplated thereby (the "**Sale Transaction**"); (b) effective upon the delivery of a certificate from the Information Officer, vests all of the Sellers' right title and interest in the Acquired Assets in BBI, free and clear of all encumbrances (other than Permitted Encumbrances); (c) compels the assignment of all Assigned Contracts, provided prescribed cure costs are paid; and (d) approves the APA and authorizes the Debtors to take any and all actions necessary to consummate the Sale Transactions.

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[6] Capitalized terms used and not defined in this section of the Third Report have the meanings ascribed to them in the Sale Order.

5.9 Pursuant to the APA, the aggregate purchase price for the Acquired Assets is: (a) a cash payment in the amount of $751,600; (b) the assumption of the Assumed Liabilities[7]; and (c) one or more promissory notes from the Purchaser in an aggregate principal amount of $182,150, in the form set out in Schedule 2.1 of the APA. The Purchase Price is allocated among the Acquired Assets as set out in Schedule 1.1(a) of the APA, with $225,000 of the total Purchase Price allocated to the Canadian Acquired Assets (comprised of $180,000 cash plus a promissory note in the amount of $45,000).

5.10 The APA also provides that the Sale Order and the Recognition and Vesting Order must provide for, to the maximum extent permitted by Law, the assignment of the Assigned Contracts by the applicable Seller(s), including three operating contracts of BA Inc. with two counterparties, to the Purchaser and the assumption by the Purchaser of the Assigned Contracts (and all Assumed Liabilities relating thereto), effective upon the Closing in accordance with Sections 1.1 and 1.5 of the APA. The Information Officer understands that the Foreign Representative has served its Motion Record on the counterparties to the Assigned Contracts relating to BA Inc. (Onifido Inc. and Sanctions.io).

5.11 The APA further provides that the Recognition and Vesting Order is required to, among other things:

(a) recognizes and gives full force and effect to the Sale Order in all provinces and territories in Canada, pursuant to Section 49 of the CCAA;

[7] The Information Officer notes that, as outlined in the Fifth Studebaker Affidavit, there are no assumed liabilities of BA Inc. being treated as Assumed Liabilities under the APA.

(b) effective upon the delivery of a certificate from the Information Officer, vests all of BA Inc.'s right, title and interest in the Canadian Acquired Assets in the Purchaser, free and clear of all Encumbrances, other than Permitted Encumbrances[8];

(c) assigns the Canadian Assigned Contracts, if any, to the Purchaser and deems the quantum of Cure Costs related thereto to be in the amount set forth in Section 1.3(d) of the Disclosure Schedules[9]; and

(d) provides that upon payment of the applicable Cure Costs as set forth in Section 1.3(d) of the Disclosure Schedules, all past defaults under the applicable Canadian Assigned Contracts shall be deemed to be cured and each such Canadian Assigned Contract shall be in good standing and effective according to its terms.

5.12 A summary of the material terms of the APA is included in the Fifth Studebaker Affidavit, and the form of APA is attached as Exhibit 1 to the Sale Order.

5.13 Although there were various objections from certain stakeholders raised in advance of the July 8, 2026 hearing before the U.S. Bankruptcy Court, including by certain contractual

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[8] The Information Officer understands that all parties with PPSA registrations as of July 10, 2026 have been served with the Foreign Representative's motion materials.

[9] There are no Cure Costs included in Schedule "D" of the proposed Recognition and Vesting Order to be paid in respect of the Canadian Assigned Contracts.

counterparties whose kiosks would be impacted by the sales, such objections were resolved by the Debtors.

5.14 The Foreign Representative is seeking recognition by the Court of the Sale Order pursuant to the Recognition and Vesting Order. While the Debtors are not yet able to estimate the recoveries to be distributed to Canadian creditors,[10] the Information Officer considered the following in assessing the reasonableness of the transaction contemplated by the APA and the Recognition and Vesting Order:

(a) the Debtors, with the assistance of Hilco, conducted a thorough marketing process for the Acquired Assets and, as found by the U.S. Bankruptcy Court in the Sale Order, the APA resulting from the Auction represents the highest and best offer for the Acquired Assets, including the Canadian Acquired Assets;

(b) the bid process for the Acquired Assets pursuant to the Auction was conducted fairly and competitively pursuant to the Bidding Procedures and the Auction Procedures;

(c) no expressions of interest or Qualified Bids were received for the Canadian Acquired Assets on a standalone basis separate from the Acquired Assets and no expressions of interest or Qualified Bids were received for the assets of Digital Gold Ventures Inc. or Express Vending Inc.;

[10] The Debtors have indicated that they will provide further information on estimated recoveries for Canadian creditors to the Court following the General Bar Date on July 21, 2026.

(d) the terms of the Recognition and Vesting Order other than the recognition provisions are consistent with domestic approval and vesting orders granted in plenary CCAA proceedings and receiverships;

(e) the Sale Transactions are supported by key stakeholders of the Debtors, including the UCC, and all objections to the Sale Order have been resolved; and

(f) the Information Officer does not believe that the creditors of the Canadian Debtors would be materially prejudiced by the Recognition and Vesting Order.

5.15 Based on the foregoing, the Information Officer believes the Recognition and Vesting Order is fair and reasonable in the circumstances and recommends that the Court grant the Recognition and Vesting Order.

6.0 ACTIVITIES OF THE INFORMATION OFFICER

Trust Funds Held by the Information Officer

6.1 As outlined in the First Report, prior to and following the Petition Date, Brinks Canada Limited ("**Brinks**") was collecting the Canadian Cash from the Kiosks located in Canada that were taken offline by the Debtors as of the Petition Date. As the Debtors' Canadian bank accounts were closed prepetition, there was no Debtor-owned bank account in Canada into which the Canadian Cash could be deposited.

6.2 As authorized by the Second Recognition Order, the Information Officer opened a trust bank account (the "**Trust Account**") with Royal Bank of Canada for and on behalf of the Canadian Debtors. The receipts and disbursements made through the Trust Account during the three-week period ended July 20, 2026 (the "**Reporting Period**") are summarized in the table below.

Summary Receipts and Disbursements for the Period June 29, 2026 to July 20, 2026	
(CAD $000's, Unaudited)	**Amount**
Receipts	**1,015**
Disbursements	
Professional fees	385
Salaries and benefits	55
HST	10
Total Disbursements	**450**
Cash Balance at July 20, 2026	**565**

6.3 During the Reporting Period, approximately $1.02 million of the Canadian Debtors' cash was collected and remitted by Brinks to the Information Officer. During the same period, at the instruction of the Debtors, the Information Officer remitted payments totaling approximately $385,000 in respect of professional fees of the Debtors' Canadian legal counsel, and the Information Officer and its legal counsel, and a payment of approximately $55,000 in respect of amounts payable to an employee group RRSP.

6.4 As at July 20, 2026, the Information Officer is holding approximately $565,000 in trust on behalf of the Canadian Debtors.

Other Activities of the Information Officer

6.5 In addition to those activities otherwise described in this Third Report, the activities of the Information Officer since the date of the Second Report have included:

(a) updating the Case Website with the orders granted in the CCAA Recognition Proceedings and other relevant motion materials and reports;

(b) monitoring the Kroll website for activity in the Chapter 11 Cases;

(c) responding to stakeholder inquiries regarding the Restructuring Proceedings;

(d) discussing with the Debtors' Canadian legal counsel and advisors, matters relevant to the Chapter 11 Cases;

(e) providing such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably respect;

(f) reviewing and commenting on the Debtors' draft motions and orders in the Chapter 11 Cases;

(g) preparing this Third Report and reviewing draft materials of the Foreign Representative in connection with the CCAA Recognition Proceedings; and

(h) attending the hearing held in the Court on July 2, 2026, and the various hearings held in the U.S. Bankruptcy Court.

7.0 RECOMMENDATIONS

7.1 The Information Officer understands that the recognition of the U.S. Orders and the other relief sought in the Recognition and Vesting Order is necessary to advance the Restructuring Proceedings, including the Debtors' efforts to maximize the value of their estate via the wind-down and liquidation of their assts, and specifically, to close the Sale Transactions.

7.2 The Information Officer has reviewed each of the U.S. Orders for which the Foreign Representative is seeking recognition, as well as the terms of the Recognition and Vesting Order, and believes that the relief sought, as set out in the form of order submitted to the Court for approval, is fair and reasonable in the circumstances, having regard to the current status of the Canadian Debtors.

7.3 Based on the foregoing, the Information Officer respectfully recommends that this Court grant the relief requested by the Foreign Representative in the Recognition and Vesting Order.

All of which is respectfully submitted to the Court this 20th day of July, 2026.

ALVAREZ & MARSAL CANADA INC.,
Information Officer of the Canadian Debtors
and not in its personal or corporate capacity

Per: ______________________________
Josh Nevsky
Senior Vice-President

APPENDIX "A"
SECOND REPORT OF THE INFORMATION OFFICER
(WITHOUT APPENDICES), DATED JUNE 30, 2026

Court File No. CL-26-00000234-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

SECOND REPORT OF THE INFORMATION OFFICER ALVAREZ & MARSAL CANADA INC.

JUNE 30, 2026

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1.0 INTRODUCTION

1.1 On May 17, 2026 (the "**Petition Date**"), Bitcoin Depot Inc. ("**Bitcoin Depot**") and certain of its subsidiaries and affiliates (collectively, the "**Debtors**"), including Digital Gold Ventures Inc., BitAccess Inc. ("**BA Inc.**")[1], and Express Vending Inc. (collectively, the "**Canadian Debtors**" and each a "**Canadian Debtor**"), commenced cases in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**U.S. Bankruptcy Court**") by filing voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "**Chapter 11 Cases**").

1.2 The purpose of the Chapter 11 Cases is to facilitate an orderly wind-down of the Debtors' operations and the liquidation of their assets, including the assets of the Canadian Debtors. The Canadian Debtors are wholly-owned or majority-owned indirect subsidiaries of Bitcoin Depot.

1.3 On May 19, 2026, the U.S. Bankruptcy Court granted certain orders (the "**First Day Orders**")[2], including the Foreign Representative Order authorizing Bitcoin Depot to act as "foreign representative" on behalf of the Debtors' estates in the CCAA Recognition Proceedings (as defined below) (in such capacity, the "**Foreign Representative**").

1.4 On May 22, 2026, on application of the Foreign Representative, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted two orders (the "**Initial Recognition**

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[1] BA Inc.'s voluntary petition was filed on May 18, 2026.

[2] Copies of each of the First Day Orders and other documents related to the Chapter 11 Cases are available at the website maintained by Kroll: https://restructuring.ra.kroll.com/BitcoinDepot (the "**Kroll Website**").

Order" and the "**Supplemental Order**") pursuant to Part IV of the *Companies' Creditors Arrangement Act,* R.S.C., 1985, c. C36, as amended (the "**CCAA**") among other things: (a) recognizing the Chapter 11 Cases as a "foreign main proceeding" under the CCAA; (b) recognizing Bitcoin Depot as the "foreign representative" of the Canadian Debtors; (c) staying all proceedings in respect of the Debtors, and their respective directors and officers, in Canada; (d) appointing Alvarez & Marsal Canada Inc. ("**A&M**") as the information officer (the "**Information Officer**"); (e) recognizing and giving effect in Canada to certain of the First Day Orders issued by the U.S. Bankruptcy Court; and (f) granting the Administration Charge, the Directors' Charge, and the Intercompany Charge (each as defined in the Supplemental Order).

1.5 On May 28, 2026, the United States Trustee for the Southern District of Texas appointed an Official Committee of Unsecured Creditors (the "**UCC**") in respect of the Chapter 11 Cases.

1.6 On June 11, 2026**,** the Court granted an order (the "**Second Recognition Order**"), among other things: (a) recognizing and giving full force and effect in Canada certain orders that have been granted by the U.S. Bankruptcy Court, including (among others) the Bidding Procedures Order, the Rejection Procedures Order, and the Second Interim Cash Collateral Order (each, as defined below); (b) authorizing and empowering but not obligating the Information Officer to receive and hold in trust cash of the Canadian Debtors (the "**Canadian Cash**"), for and on behalf of the Canadian Debtors; and (c) empowering the Information Officer to hold and distribute the Canadian Cash to certain Debtors on account of Intercompany Claims that are subject to the Intercompany Charge (as each term is defined in the Supplemental Order).

1.7 The proceedings commenced by Bitcoin Depot under the CCAA are referred to herein as the "**CCAA Recognition Proceedings**", and together with the Chapter 11 Cases, the "**Restructuring Proceedings**".

1.8 In connection with the Restructuring Proceedings, A&M, then in its capacity as proposed Information Officer, filed with the Court the Report of the Proposed Information Officer dated May 22, 2026 (the "**Pre-Filing Report**"). The Information Officer has also provided the Court with the First Report of the Information Officer dated June 10, 2026 (the "**First Report**"), attached hereto (without appendices) as **Appendix "A"**. The Pre-Filing Report, the First Report and other Court-filed documents in the CCAA Recognition Proceedings are available on the Information Officer's case website at: www.alvarezandmarsal.com/bitcoindepot (the "**Case Website**").

2.0 TERMS OF REFERENCE AND DISCLAIMER

2.1 In preparing this Second Report of the Information Officer (the "**Second Report**"), A&M has relied solely on information and documents provided by the Foreign Representative and other Debtors, as well as their Canadian legal counsel and publicly available documents filed with the U.S. Bankruptcy Court (collectively the "**Information**"). Except as otherwise described in this Second Report:

(a) the Information Officer has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the

Information Officer has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the *Chartered Professional Accountants of Canada Handbook* (the "**Handbook**") and accordingly, the Information Officer expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and

(b) some of the information referred to in this Second Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the Handbook, has not been performed.

2.2 Future-oriented financial information referred to in this Second Report was prepared based on estimates and assumptions made by Bitcoin Depot's management. Readers are cautioned that, since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, and the variations could be significant.

2.3 This Second Report should be read in conjunction with the Affidavit of Thomas Studebaker, sworn on June 26, 2026 (the "**Fourth Studebaker Affidavit**"). Except where explicitly stated to the contrary, the Information Officer's understanding of the matters set out herein is based on the information in the Fourth Studebaker Affidavit, and capitalized terms used but not defined herein shall have the meanings ascribed to them in the Fourth Studebaker Affidavit.

2.4 Unless otherwise stated, all monetary amounts contained herein are expressed in United States dollars.

3.0 PURPOSE OF THIS REPORT

3.1 The purpose of this Second Report is to provide the Court with information regarding the following:

(a) the Foreign Representative's motion for an order (the "**Third Recognition Order**"), among other things, recognizing and giving effect in Canada to certain orders that have been granted by the U.S. Bankruptcy Court, as discussed below; and

(b) a summary of the activities of the Information Officer since the date of the First Report.

4.0 ORDERS FOR WHICH RECOGNITION IS BEING SOUGHT

4.1 In connection with a hearing before the U.S. Bankruptcy Court on June 24, 2026, the Debtors sought and obtained: (a) the Bar Date Order; (b) the Third Interim Cash Collateral Order; and (c) the Conditional Approval of Disclosure Statement and Plan Order (collectively referred to herein as the "**U.S. Orders**").

4.2 The Foreign Representative is now seeking recognition by the Court of the U.S. Orders, each of which is defined and described in the Fourth Studebaker Affidavit. Copies of the entered U.S. Orders are attached as exhibits to the Fourth Studebaker Affidavit.

4.3 This Second Report provides pertinent information regarding the remaining U.S. Orders below.

The Third Interim Cash Collateral Order

4.4 The Information Officer notes that the Third Interim Cash Collateral Order is substantially consistent with the Second Interim Cash Collateral Order, entered by the U.S. Bankruptcy Court on June 9, 2026, and recognized by this Court pursuant to the Second Recognition Order. The minor revisions to the Third Interim Cash Collateral Order are described in the Fourth Studebaker Affidavit.

The Bar Date Order[3]

4.5 The Bar Date Order is described in the Fourth Studebaker Affidavit and is attached thereto as Exhibit "C". The Bar Date Order sets out the categories of claimants holding a claim against any of the Debtors that must file a Proof of Claim, along with applicable deadlines for each category, as set out below. Key dates and terms include the following:

(a) Proofs of Claim must be submitted by 5:00 p.m. (Central Time) on July 21, 2026 (the "**General Bar Date**");

(b) governmental agencies and authorities must file Proofs of Claim by 5:00 p.m. (Central Time) on November 23, 2026 (the "**Governmental Bar Date**");

(c) if the Debtors file a previously unfiled Schedule or amend or supplement the schedules of assets and liabilities filed in the Chapter 11 Cases (the "**Schedules**"),

[3] Capitalized terms used and not defined in this section of the Second Report have the meanings ascribed to them in the Bar Date Order.

affected creditors must file Proofs of Claim by the later of: (i) the General Bar Date or the Governmental Bar Date, as applicable; and (ii) 5:00 p.m. (Central Time), on the date that is 21 days from the date on which the Debtors provide notice of the previously unfiled Schedule or amendment or supplement to the Schedules and Statements (the "**Amended Schedules Bar Date**");

(d) creditors with claims arising from the rejection of executory contracts, or unexpired leases and/or the abandonment of property in connection therewith must file proofs of claim with respect to such rejection by the later of: (i) the General Bar Date or the Governmental Bar Date, as applicable; and (ii) 5:00 p.m. (Central Time) on the date that is 30 days after the effective date of the rejection;

(e) 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; and

(f) under the Bar Date Order, the Debtors are required to send the Bar Date Notice to all known creditors of the Debtors, including those of the Canadian Debtors.

4.6 The Information Officer notes:

(a) the Bar Date Notice and Proof of Claim Form (each as defined in the Fourth Studebaker Affidavit) (together, the "**Bar Dates Notice Package**") have been posted to the Kroll Website;

(b) to ensure that Canadian domiciled creditors have notice of the Bar Date Order, the Information Officer intends to post a copy of any order of this Court recognizing the Bar Date Order on the Case Website, and the Bar Dates Notice Package will be available on the Case Website through a link to the Kroll Website;

(c) to further help to ensure that all potential claimants receive adequate notice of the Bar Dates, the Debtors provided notice of the Bar Dates by publication (the "**Publication Notice**") in *The New York Times* and *The Globe and Mail (National Edition)* on June 30, 2026;

(d) the Publication Notice will contain, among other things: (i) a website address where potential claimants may download the relevant Proof of Claim Form and related instructions; and (ii) a toll-free number where potential claimants can seek additional information with respect to filing proofs of claim;

(e) the General Bar Date of July 21, 2026 is almost a month following the date of the entry of the Bar Date Order in the Chapter 11 Cases, and approximately three weeks after the date of the hearing of the July 2, 2026 recognition motion. The Information Officer notes that: (i) the CCAA does not prescribe a minimum claims bar date for plenary proceedings; (ii) objections to the General Bar Date filed by several States and U.S. State Attorney Generals in the Chapter 11 Cases were resolved by the U.S. Bankruptcy Court, which concluded that July 21, 2026 was appropriate in the circumstances; (iii) the General Bar Date (like the other bar dates) applies to when proofs of claim are *postmarked*, not when they are received by the Debtors, which serves to provide claimants slightly more time than if the General Bar Date was the date of receipt; and (iv) the General Bar Date (like other bar dates) applies equally to Canadian and foreign creditors of the Debtors, and so no creditors are being treated differently. Accordingly, while three weeks is a relatively short General Bar Date deadline, it is not unreasonable or onerous under the circumstances, and has been ordered by the U.S. Bankruptcy Court following consideration of formal objections from government creditors;

(f) the Bar Date Order does not provide a process for the determination of claims, but does provide that any party failing to file a Proof of Claim will be barred from receiving a distribution on account of such claim; and

(g) the Debtors served a Bar Dates Notice Package to all known creditors and other known holders of potential claims against any of the Debtors, including creditors of the Canadian Debtors, as of the date of this Second Report.

4.7 Based on the foregoing, the Information Officer believes the Bar Date Order is fair and reasonable and recommends that this Court recognize the Bar Date Order.

The Combined Disclosure Statement and Plan[4]

4.8 On June 18, 2026, the Debtors filed the Disclosure Statement and Plan Motion seeking, among other things, U.S. Bankruptcy Court approval of the Conditional Approval of Disclosure Statement and Plan Order, along with the proposed Combined Disclosure Statement and Plan.

4.9 On June 24, 2026, the Debtors filed the solicitation version of the Combined Disclosure Statement and Plan. The Combined Disclosure Statement and Plan is described in the Fourth Studebaker Affidavit and is attached thereto as Exhibit "H".

4.10 The Plan provides for the continuation of the Debtors' wind-down through the creation of the Liquidation Trust (as defined in the Combined Disclosure Statement and Plan), which will, among other things, wind down the Debtors' remaining affairs and make distributions to the Debtors' creditors in accordance with the priorities established in the U.S. Bankruptcy Code.

4.11 As described in the Fourth Studebaker Affidavit, the purpose of the Disclosure Statement is to provide Holders of Claims or Interests entitled to vote on the Plan with adequate information to make an informed decision on whether or not to vote to accept the Plan, on a conditional basis and subject to final approval of the U.S. Bankruptcy Court, at a hearing

[4] Capitalized terms used and not defined in this section of the Second Report have the meanings ascribed to them in the Combined Disclosure Statement and Plan.

to consider final approval of the Combined Disclosure Statement and Plan (the "**Combined Hearing**").

4.12 The U.S. Bankruptcy Court has scheduled the Combined Hearing to consider confirmation of the Plan on August 7, 2026 at 9:00 a.m. (Central Time). If the order confirming the Combined Disclosure Statement and Plan (the "**Confirmation Order**") is granted, the Foreign Representative will return to the Court for recognition of such order.

4.13 As Debtors, the Canadian Debtors are subject to the proposed Plan. Accordingly, if the Plan receives the requisite creditor approval, is confirmed by the U.S. Bankruptcy Court and implemented, the Assets (as defined below) (including the Canadian Assets) will vest in the Liquidation Trust as of the effective date of the Plan.

4.14 The Plan classifies Holders of Claims or Interests into classes, including for voting and distributions under the Plan. The table below summarizes the Voting Classes under the Plan:

Class	Claim / Interest	Treatment of Claims/Interest	Status	Voting Rights
1	Senior Priority Lien Claims	At the option of the Debtor or the Liquidation Trustee: (i) payment in full in Cash of such Holder's Allowed Senior Priority Lien Claim; (ii) the collateral securing the Allowed Senior Priority Lien Claim; or (iii) such other treatment that renders the Allowed Senior Priority Lien Claim Unimpaired in accordance with section 1124 of the U.S. Bankruptcy Code.	Unimpaired	Not entitled to Vote (presumed to accept)
2	Other Priority Claims	At the option of the Debtor or the Liquidation Trustee, payment in full in Cash, or treatment otherwise consistent with section 1129(a)(9) of the U.S. Bankruptcy Code, unless the Holder of such Claim or Interest and the applicable Debtor or the Liquidation Trustee, as applicable, agree to a less favourable different treatment.	Unimpaired	Not entitled to Vote (presumed to accept)

Class	Claim / Interest	Treatment of Claims/Interest	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 favourable treatment), each Holder of an Allowed Term Loan Claim shall receive: (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 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): (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	The Holder of an Allowed General Unsecured Claim's *Pro Rata* share of the Liquidation Trust Interests.	Impaired	Entitled to Vote
6	Intercompany Claims	(i) reinstated, (ii) converted to equity, (iii) otherwise set off, settled, distributed, contributed, cancelled, or released, or (iv) 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 and no Holder of an Intercompany Claim shall become a beneficiary of the Liquidation Trust.	Unimpaired/ Impaired	Not entitled to Vote (presumed to accept or deemed to reject)
7	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, and shall be of no further force or effect.	Impaired	Not entitled to Vote (deemed to reject)
8	Intercompany Interests	(i) reinstated, (ii) set off, settled, addressed, distributed, contributed, merged, cancelled, or released, or (iii) 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 Interest shall become a beneficiary of the Liquidation Trust.	Unimpaired/ Impaired	Not entitled to Vote (presumed to accept or deemed to reject)

Class	Claim / Interest	Treatment of Claims/Interest	Status	Voting Rights
9	Equity Interests	No 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 (presumed to reject)

4.15 As outlined in the Combined Disclosure Statement and Plan, Section 1129(a)(7) of the U.S. Bankruptcy Code requires that each Holder of an Impaired Claim or Interest either: (a) accept the Combined Disclosure Statement and Plan; or (b) receive or retain under the Combined Disclosure Statement and Plan property of a value that is not less than the value such Holder would receive in a liquidation under Chapter 7 of the U.S. Bankruptcy Code.

4.16 The Plan includes certain consensual debtor and third-party releases, an exculpation provision, and an injunction provision. With respect to the releases, in general terms, the Plan contains a release by the Debtors and a release by the Releasing Parties, in each case in favour of the Released Parties.

4.17 Article IX of the Combined Disclosure Statement and Plan contains, among other things, certain release provisions. Following the hearing before the U.S. Bankruptcy Court on June 24, 2026, the definition of "Released Party" in the Combined Disclosure Statement and Plan was revised to be "each Person or Entity identified as a Released Party in the Plan Supplement as recommended by the Independent Subcommittee and filed on the U.S. Bankruptcy Court docket no later than July 7, 2026".

The Conditional Approval of Disclosure Statement and Plan Order[5]

4.18 In advance of the June 24, 2026 hearing, the Debtors filed revised versions of the U.S. Orders that reflected changes incorporated as a result of collaborative efforts between the Debtors and certain of their key stakeholders, including the UCC. Although the objections of the UCC to the Conditional Approval of Disclosure Statement and Plan Order were resolved, the UCC reserved its rights to object to the confirmation of the Plan at the Combined Hearing.

4.19 The Conditional Approval of Disclosure Statement and Plan Order, among other things: (a) approves the form and manner of notice of the Combined Hearing to consider final approval of the Combined Disclosure Statement and Plan (separately in relevant part, the "**Disclosure Statement**" or the "**Plan**"), and the procedures for objecting thereto; (b) approves certain other noticing and procedures associated with voting to accept or reject the Plan, or the ineligibility to vote on the Plan; (c) conditionally approves the Combined Disclosure Statement and Plan as providing "adequate information" (as further described in the Fourth Studebaker Affidavit); and (d) sets out applicable deadlines in respect of the solicitation of votes on the Combined Disclosure Statement and Plan.

[5] Capitalized terms used and not defined in this section of the Second Report have the meanings ascribed to them in the Conditional Approval of Disclosure Statement and Plan Order.

4.20 The key dates and events contemplated by the Conditional Approval of Disclosure Statement and Plan Order are summarized as follows:[6]

Conditional Approval of Disclosure Statement and Plan Order – Key Dates	
Voting Record Date[7]	June 22, 2026
Notice Date[8]	Within one (1) business day following entry of the Conditional Approval of Disclosure Statement and Plan 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 following entry of the Conditional Approval of Disclosure Statement and Plan Order (or as soon as practicable thereafter)
Publication Deadline	Within five (5) business days following entry of the Conditional Approval of Disclosure Statement and Plan Order (or as soon as practicable thereafter)
Plan Supplement Filing Deadline	July 16, 2026
Voting Deadline 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 Voting Report	August 4, 2026
Combined Hearing Date	August 7, 2026 at 9:00 a.m. (Central Time)

4.21 The Conditional Approval of Disclosure Statement and Plan Order does not approve or confirm the Plan, but finds that the Disclosure Statement contains the requisite "adequate information" under the U.S. Bankruptcy Code for creditors to make an informed decision regarding approval of the Plan, and authorizes the Debtors to solicit acceptances of the Plan through the distribution of the Disclosure Statement and Solicitation Packages to the Debtors' creditors entitled to vote on the Plan.

[6] The Information Officer notes that certain of these dates differ from those included in the Disclosure Statement and Plan Motion as originally filed, reflecting the negotiations held with key stakeholders.

[7] 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.

[8] The date by which the Combined Hearing Notice 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.

4.22 If the Plan receives the requisite approvals, the Debtors intend to seek the Confirmation Order at the Combined Hearing confirming the Plan pursuant to section 1129 of the U.S. Bankruptcy Code.

4.23 Implementation of the Plan is conditional on, among other things, the U.S. Bankruptcy Court having entered the Confirmation Order. In addition, a recognition order in the CCAA Recognition Proceedings is a condition precedent to the Effective Date of the Plan.

4.24 The Foreign Representative is seeking recognition by the Court of the Conditional Approval of Disclosure Statement and Plan Order. The Information Officer considered the following in assessing the reasonableness of the Conditional Approval of Disclosure Statement and Plan Order:

(a) in the Information Officer's view, the contemplated Disclosure Statement provides adequate information that is consistent with information circulars approved by the Court in both Canadian-only and cross-border insolvency proceedings, and has been designed to provide stakeholders with the necessary information regarding the proposed Plan;

(b) the timelines outlined above provide sufficient time to ensure the Holders of Claims or Interests that are entitled to vote can review and assess the reasonableness of the Plan prior to the voting deadline;

(c) the solicitation and voting process in the Conditional Approval of Disclosure Statement and Plan Order will enable creditors, including Canadian creditors, to receive notice of the Plan and participate in voting on it;

(d) if approved by creditors, confirmed by the U.S. Bankruptcy Court and implemented, the Plan is expected to provide recoveries for Canadian creditors with claims against the Debtors in the same manner as non-Canadian creditors; and

(e) the Information Officer does not believe the creditors of the Canadian Debtors would be materially prejudiced by the Disclosure Statement and there is no material prejudice in allowing creditors to vote pursuant to the Conditional Approval of Disclosure Statement and Plan Order.

4.25 Based on the foregoing, the Information Officer believes the Conditional Approval of Disclosure Statement and Plan Order is fair and reasonable and recommends that this Court recognize the Conditional Approval of Disclosure Statement and Plan Order.

5.0 UPDATE ON THE CANADIAN DEBTORS

5.1 The initial affidavit of Thomas Studebaker was sworn on May 21, 2026. Since that date, the Debtors have disabled all of their Bitcoin kiosks and have been working to wind down their operations and administer the Restructuring Proceedings while conserving cash and preserving and maximizing value for the benefit of their stakeholders.

5.2 On June 10, 2026, the U.S. Bankruptcy Court entered an order (the "**Bidding Procedures Order**") which, among other things: (a) approved the Bidding Procedures (as defined in the Bidding Procedures Order) in connection with one or more sale transactions (each, a "**Sale Transaction**") of substantially all of the Debtors' assets (collectively, the "**Assets**"); (b) scheduled an auction (the "**Auction**"), hearing dates in connection with the approval of the Sale Transaction(s) (the "**Sale Hearing**"), and other deadlines in respect of the Bidding

Procedures; (c) approved the form and manner of notice of the Sale Transaction(s), the Auction and the Sale Hearing; and (d) approved the procedures regarding the assumption and assignment of certain executory contracts and leases. As noted above, on June 11, 2026, the Court granted the Second Recognition Order that, among other things, recognized and gave effect in Canada to the Bidding Procedures Order.

5.3 The Bidding Procedures and related deadlines are described in the First Report. The Bid Deadline therein was set as June 22, 2026. To allow for the review of the bids received by Hilco Corporate Finance, LLC, the Debtors' asset disposition consultant, the Auction occurred on June 29, 2026 at 9:00 a.m. (Central Time). The hearing to consider approval of the Sale Transaction(s) is scheduled for July 2, 2026. The Information Officer will update the Court in respect of the results of the auction when additional information becomes available.

5.4 Additionally, the Rejection Procedures Order which was entered by the U.S. Bankruptcy Court on June 9, 2026, was recognized by the Court in the Second Recognition Order, and as described in the First Report, sets out a streamlined process for the rejection of certain Contracts and the abandonment of certain personal property in connection therewith.

5.5 In accordance with the Rejection Procedures Order, the Debtors have filed several *Omnibus Notices of Rejection of Certain Executory Contracts and Unexpired Leases* with the U.S. Bankruptcy Court, including the *Eighth Omnibus Notice of Rejection of Certain Executory Contracts and Unexpired Leases and Abandonment of Property in Connection Therewith* filed by the Debtors with the U.S. Bankruptcy Court on June 16, 2026 (the "**Eighth Rejection Notice**") wherein the Debtors rejected 308 of the Debtors' floorspace leases in

Canada, effective June 16, 2026, and the office lease of BA Inc. in Ottawa, Ontario, effective June 30, 2026. A copy of the Eighth Rejection Notice is attached to the Fourth Studebaker Affidavit as Exhibit "F".

6.0 ACTIVITIES OF THE INFORMATION OFFICER

6.1 The activities of the Information Officer since the date of the First Report have included:

(a) updating the Case Website with the orders granted in the CCAA Recognition Proceedings and other relevant motion materials and reports;

(b) monitoring the Kroll website for activity in the Chapter 11 Cases;

(c) as authorized by the Second Recognition Order, opening a trust account with Royal Bank of Canada for and on behalf of the Canadian Debtors to hold in trust the Canadian Cash. As at the date of this Second Report, the Information Officer is holding approximately CAD $1 million;

(d) responding to stakeholder inquiries regarding the Restructuring Proceedings;

(e) discussing with the Debtors' Canadian legal counsel and advisors matters relevant to the Chapter 11 Cases;

(f) providing such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably respect;

(g) reviewing and commenting on the Debtors' draft motions and orders in the Chapter 11 Cases;

(h) preparing this Second Report and reviewing draft materials of the Foreign Representative in connection with the CCAA Recognition Proceedings; and

(i) attending the hearing held in the Court on June 11, 2026, and the various hearings held in the U.S. Bankruptcy Court.

7.0 RECOMMENDATIONS

7.1 The Information Officer understands that the recognition of the U.S. Orders and the other relief sought in the Third Recognition Order is necessary to advance the Restructuring Proceedings, including the Debtors’ efforts to maximize the value of their estate via the wind-down and liquidation of their assts.

7.2 The Information Officer has reviewed each of the U.S. Orders for which the Foreign Representative is seeking recognition, as well as the terms of the Third Recognition Order, and believes that the relief sought, as set out in the form of orders submitted to the Court for approval, is fair and reasonable in the circumstances, having regard to the current status of the Canadian Debtors.

7.3 Based on the foregoing, the Information Officer respectfully recommends that this Court grant the relief requested by the Foreign Representative in the Third Recognition Order.

All of which is respectfully submitted to the Court this 30th day of June, 2026.

ALVAREZ & MARSAL CANADA INC.,
Information Officer of the Canadian Debtors
and not in its personal or corporate capacity

Per: ______________________________
Josh Nevsky
Senior Vice-President

APPENDIX "B"
FIFTH INTERIM CASH COLLATERAL ORDER

United States Bankruptcy Court
Southern District of Texas
ENTERED
July 17, 2026
Nathan Ochsner, Clerk

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

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

FIFTH 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 fifth interim order (together with all annexes and exhibits hereto, this "***Fifth 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' 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 Fifth 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 Fifth 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 Fifth 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, June 24, 2026, and July 8, 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 Fifth 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. Third Interim Order. On June 24, 2026, the Court entered the *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* [Docket No. 327] (the "***Third Interim Order***").

H. Fourth Interim Order. On July 8, 2026, the Court entered the *Fourth 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. 454] (the "***Fourth Interim Order***").

I. 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].

J. 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.

K. 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.

[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.

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

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

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 Fifth Interim Cash Collateral Order, whether such Routers are in storage, placed in or removed from the Debtors' Equipment.

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

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

L. 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***").

M. 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***").

N. Interim Findings Regarding the Use of Cash Collateral.

(i) This Court concludes that good and sufficient cause has been shown for entry of this Fifth Interim Order and entry of this Fifth 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 Fifth 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 Fifth 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 Fifth 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 Fifth 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.

O. 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.

P. 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.

Q. **Immediate Entry**. Sufficient cause exists for immediate entry of this Fifth Interim Order pursuant to Bankruptcy Rule 4001(b)(2). Absent granting the relief set forth in this Fifth Interim Order, the Debtors' estates will be immediately and irreparably harmed. Permitting the use of Cash Collateral in accordance with this Fifth 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 Fifth 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 Fifth Interim Order. All objections to this Fifth 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 Fifth Interim Order (including the Carve Out), to use the Cash Collateral, consistent with the budget attached hereto as **<u>Exhibit 1</u>** (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 Fifth Interim Order.

3. *Banks Must Honor This Fifth 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 Fifth 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 Fifth 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 Fifth 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; *provided*, *however*, that to the extent any such collateral is subject to asserted Tax Liens, such proceeds will instead be deposited in the Tax Lien Segregated Account in the amount of such asserted Tax Liens.

(e) Adequate Protection Claims of Term Loan Secured Parties. Upon entry of the Fifth 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 20, 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 Fifth 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 Fifth 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 Fifth Interim Order.

9. *Limitation on Use of Collateral.* Notwithstanding any other provision of this Fifth 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, the Third Interim Order, the Fourth Interim Order, this Fifth 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, the Third Interim Order, the Fourth Interim Order, this Fifth Interim Order, or Final Order, as applicable, each in accordance with the Term Loan Documents and this Fifth 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, the Third Interim Order, the Fourth Interim Order, this Fifth Interim Order, or the Term Loan Documents, as applicable, other than in accordance with this Fifth 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 Fifth 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 Fifth 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 Fifth 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 Fifth 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 Fifth 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 Fifth 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, the Third Interim Order, the Fourth Interim Order, this Fifth 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 the First Interim Order, and notwithstanding any other provision of this Fifth 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 the First 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

[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.

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 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 Fifth 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. *Texas Taxing Authorities.* In the event any kiosks of the Debtors which are liquidated by the Debtors are subject to the asserted Tax Liens[8] of the Texas Taxing Authorities, the identifiable proceeds of such kiosks shall be deposited in a segregated account (the "***Tax Lien Segregated Account***") in an amount up to the amount of such asserted Tax Liens subject to further order of the Court.

13. *Preservation of Rights Granted Under this Fifth Interim Order*.

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

[8] Capitalized terms used but not immediately defined in this paragraph 12 shall have the meanings set forth in the *Limited Objection to the Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II), Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing on the Motion, and (V) Granting Related Relief* [Docket No. 220].

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 Fifth 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 Fifth 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.

14. *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.

15. *Effectiveness*. This Fifth 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 Fifth Interim Order shall be immediately effective

and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Fifth Interim Order.

16. *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 Fifth Interim Order.

17. *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.

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

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

20. *Fifth Interim Order Controls*. In the event of any inconsistency between the terms and conditions of the Prepetition Documents and this Fifth Interim Order, the provisions of this Fifth Interim Order shall govern and control.

21. *Retention of Jurisdiction*. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Fifth 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.

22. *Final Hearing.* The final hearing on the Motion shall be held on July 24, 2026, at 1:00 p.m., prevailing Central Time. Any objections or responses to entry of an additional order on the Motion shall be filed on or before 12:00 p.m., prevailing Central Time, on July 22, 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: July 17, 2026

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge

EXHIBIT 1

Budget

Cash Flow Forecast

Week Ending	7/17/2026	7/24/2026	7/31/2026	Total
Operating Cash Flow				
Cash Deposits from Kiosks	**$ -**	**$ -**	**$ 779**	**$ 779**
Operational Disbursements				
Crypto Costs	$ -	$ -	$ -	$ -
Payroll	(974)	-	(103)	(1,076)
Other Operating Expenses	(608)	(257)	(376)	(1,241)
Total Operating Disbursements	**$ (1,582)**	**$ (257)**	**$ (479)**	**$ (2,318)**
Operating Cash Flow	**$ (1,582)**	**$ (257)**	**$ 301**	**$ (1,539)**
Cumulative Operating Cash Flow	**(1,582)**	**(1,839)**	**(1,539)**	**(1,539)**
Restructuring Disbursements	$ (478)	$ (478)	$ (408)	$ (1,364)
Net Cash Flow	**$ (2,060)**	**$ (735)**	**$ (107)**	**$ (2,903)**
Starting Cash Balance	$ 18,808	$ 20,586	$ 19,851	$ 18,808
(+/-) Net Cash Flow	(2,060)	(735)	(107)	(2,903)
(+) Bitcoin Liquidation	3,838	-	-	3,838
Ending Cash Balance	**$ 20,586**	**$ 19,851**	**$ 19,744**	**$ 19,744**
(-) Silverview Reserve[1]	(17,220)	(17,220)	(17,220)	(17,220)
(+) Bitcoin Investment (net of fees)	251	251	251	251
Total Liquidity	**$ 3,618**	**$ 2,883**	**$ 2,775**	**$ 2,775**

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

Court File No.: CL-26-00000234-0000

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., 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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

THIRD REPORT OF THE INFORMATION OFFICER

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1415-8167-5553.4