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, AMENDED

Applicant

MOTION RECORD OF THE APPLICANT
(Plan Confirmation and Termination of CCAA Proceedings, returnable August 13, 2026)

VOLUME I OF II

August 7, 2026

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Court File No. CL-26-00000234-0000

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

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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, AMENDED

Applicant

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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, AMENDED

Applicant

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TAB 1

Court File No. CL-26-00000234-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
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B E T W E E N:

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

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

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

Applicant

NOTICE OF MOTION
(Plan Confirmation and Termination of CCAA Proceedings)

THE APPLICANT, BITCOIN DEPOT INC. ("**Bitcoin Depot**") will make a Motion to the Honourable Justice Black of the Commercial List on Thursday, August 13, 2026 at 10:30 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

[ ] In writing under subrule 37.12.1(1) because it is

[ ] In writing as an opposed motion under subrule 37.12.1(4);

[ ] In person;

[ ] By telephone conference;

[X] By video conference.

at the following location

https://ca01web.zoom.us/j/68763445471?pwd=c212MHFNenltVXZrS0NYTkZXWUdQQT09#success

Meeting ID: 687 6344 5471

Passcode: 530196

THE MOTION IS FOR

1. An Order, substantially in the form of the draft order included at Tab 2 of the Motion Record, among other things:

(a) recognizing and giving full force and effect in Canada to the *Findings of Fact, Conclusions of Law, and Order Granting Final Approval of Disclosure Statement and Confirming Plan of Liquidation of Bitcoin Depot Inc. and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* (the "**Plan Confirmation Order**"), which is expected to be entered by the U.S. Court at or immediately following the Combined Hearing on August 10, 2026, and the *Final Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, and (IV) Granting Related Relief* (the "**Final Cash Collateral Order**"), which was entered by the U.S. Court on July 24, 2026;

(b) approving the fees and disbursements of Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as the information officer (in such capacity, the "**Information Officer**") and its counsel, Blake, Cassels & Graydon LLP ("**Blakes**"), including an estimate of fees to complete these CCAA recognition proceedings; and

(c) providing a mechanism for the termination of these CCAA recognition proceedings; and

2. Such further and other Relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE[1]

Background

1. On May 17, 2026, Bitcoin Depot and 16 other debtors in possession[2] (collectively, the "**Chapter 11 Debtors**") commenced voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code (the "**Chapter 11 Cases**").

2. On May 19, 2026, following a hearing in respect of the first-day motions filed by the Chapter 11 Debtors, the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**U.S. Court**") granted certain First Day Orders, including the Foreign Representative Order authorizing Bitcoin Depot to act as the "**Foreign Representative**" for purposes of these recognition proceedings.

3. On May 22, 2026, this Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued the Initial Recognition Order and the Supplemental Order pursuant to Part IV of the CCAA.

---

[1] All capitalized terms not otherwise defined herein have the meanings given to them in the Affidavit of Thomas Studebaker sworn August 7, 2026 (the "**Studebaker Affidavit**").

[2] The Chapter 11 Debtors are as follows: 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.

4. The Initial Recognition Order, among other things, recognized the Foreign Representative as a "foreign representative" in respect of the Chapter 11 Cases and recognized the Chapter 11 Cases as a "foreign main proceeding" in respect of the Chapter 11 Debtors.

5. The Supplemental Order, among other things, recognized certain of the First Day Orders, granted a stay of proceedings in respect of the Chapter 11 Debtors and their officers and directors in Canada, appointed A&M as Information Officer, and granted the Administrative Charge, the D&O Charge and the Intercompany Charge.

6. On June 11, 2026, this Court approved an Order, among other things, recognizing and giving full force and effect in Canada to certain U.S. Orders entered by the U.S. Court, including (among others) the Bidding Procedures Order, the Rejection Procedures Order, and the Second Interim Cash Collateral Order.

7. On July 2, 2026, this Court approved an Order, among other things, recognizing and giving full force and effect in Canada to certain additional U.S. Orders entered by the U.S. Court following a hearing on June 24, 2026, including the Bar Date Order, the Third Interim Cash Collateral Order and the Conditional Approval of Combined Disclosure Statement and Plan Order.

8. On July 22, 2026, this Court approved an Order, among other things, recognizing and giving full force and effect in Canada to the Sale Order and vesting in and to Bitcoin Bancorp, Inc. all right, title and interest of BitAccess in and to the Canadian Acquired Assets, and recognizing the Fourth Interim Cash Collateral Order and the Fifth Interim Cash Collateral Order.

Plan Confirmation Order

9. On June 24, 2026, the Chapter 11 Debtors filed the solicitation version of the *Chapter 11 Debtors' Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (including all exhibits thereto and as amended, supplemented, or otherwise modified from time to time, the "**Combined Disclosure Statement and Plan**" or, separately in relevant part, the "**Disclosure Statement**" or the "**Plan**") with the U.S. Court. On July 30, 2026, the Chapter 11 Debtors filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (the "**First Amended Combined Disclosure Statement and Plan**").

10. If entered, the Plan Confirmation Order will give effect to the terms of the Plan. Under the First Amended Combined Disclosure Statement and Plan, Canadian creditors will be treated the same as U.S. creditors. The key terms of the Plan are summarized in the Studebaker Affidavit.

11. It is a condition to the Effective Date under the Plan that, among other things, the Plan Confirmation Order shall have been recognized by this Court.

12. In accordance with the Solicitation Procedures, Kroll received, reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the First Amended Combined Disclosure Statement and Plan. All valid Ballots cast by Holders entitled to vote in the Voting Classes and received by Kroll on or before the Voting Deadline were tabulated pursuant to the Solicitation Procedures. Holders of Claims against the Canadian Debtors voted to accept the Plan.

13. Pursuant to the Liquidation Analysis, holders of General Unsecured Claims, including Canadian Claims, are estimated to share in an approximate 2% recovery under the Plan (an estimated US$658,550 distribution on US$43,490,055 in Claims).

14. The Foreign Representative is seeking an order from this Court recognizing and enforcing the Plan Confirmation Order, if entered by the U.S. Court. Following the Combined Hearing, the Foreign Representative will serve a supplementary affidavit on the Service List attaching the Plan Confirmation Order, summarizing the key terms of that Order, and confirming whether there have been any further changes to the Plan.

15. The Foreign Representative is of the view that it is appropriate for this Court to recognize the Plan Confirmation Order (once it is so entered) and such recognition is necessary to effect the Plan and to protect the interests of the Chapter 11 Debtors and their creditors.

16. The Chapter 11 Debtors believe the Plan best maximizes stakeholder recoveries and provides the best available alternatives for their estates and creditors.

17. The obligations under the Silverview Credit Facility are secured by a first priority lien on substantially all of the assets of a number of Chapter 11 Debtors, including each of the Canadian Debtors. Further, each of the Canadian Debtors has granted a security interest in substantially all of their property to the Term Loan Agent in connection with the Silverview Credit Facility, including BitAccess, which has also granted a security interest in its trademarks and related assets to the Term Loan Agent.

18. The Canadian Debtors have benefited from the support provided by the other Chapter 11 Debtors during these recognition proceedings, including through the provision of shared services and the satisfaction of amounts outstanding under the Silverview Credit Facility pursuant to the Final Cash Collateral Order. Further, the majority of the assets sold in the Chapter 11 Debtors' sale process were assets of the U.S. Chapter 11 Debtors, the proceeds of which are being used to satisfy amounts owing to the Chapter 11 Debtors' creditors, including Canadian creditors. It is

therefore reasonable for Canadian creditors to receive treatment consistent with similarly situated U.S. creditors under the Plan.

19. The Information Officer is supportive of the recognition of the Plan Confirmation Order by this Court.

Final Cash Collateral Order

20. In addition to seeking confirmation of the Plan, the Chapter 11 Debtors worked diligently to seek the relief sought in the Final Cash Collateral Order, which was entered by the U.S. Court on July 24, 2026. The First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order and the Fifth Interim Order were previously recognized by this Court.

21. Among other things, the Final Cash Collateral Order authorizes the Chapter 11 Debtors to use the Cash Collateral of the Term Loan Secured Parties under the Term Loan Documents, consistent with the Budget.

22. The Foreign Representative seeks recognition of the Final Cash Collateral Order on the current motion.

23. The Chapter 11 Debtors, including the Canadian Debtors, continue to require access to liquidity to preserve the value of the Chapter 11 Debtors' assets and prevent irreparable harm to the Chapter 11 Debtors' estates and creditors for the remainder of the duration of the Chapter 11 Cases.

24. The Final Cash Collateral Order treats the Chapter 11 Debtors' stakeholders in Canada and the U.S. equally.

Termination of CCAA Proceedings

25. Following the Effective Date under the Plan, the Liquidation Trustee will assume all responsibilities provided for under the Plan to, among other things, implement the Plan and wind down, liquidate or otherwise dissolve the business and affairs of the Chapter 11 Debtors.

26. The Chapter 11 Debtors, including the Canadian Debtors, have ceased operations. The Chapter 11 Cases remain open solely for purposes of effecting distributions under the Plan and attending to certain ancillary matters. The Chapter 11 Debtors anticipate bringing a motion to close the Chapter 11 Cases once the distributions are complete.

27. These Part IV CCAA proceedings have achieved their purpose.

28. Accordingly, the proposed Order sought on this motion provides that:

(a) upon service by the Information Officer of an executed certificate substantially in the form attached to the proposed Order as Schedule "C" (the "**Information Officer's Termination Certificate**") certifying that the Effective Date has occurred and that, to the knowledge of the Information Officer, all matters to be attended to in connection with these CCAA proceedings have been completed, these CCAA proceedings shall be terminated without any other act or formality (the "**CCAA Termination Time**");

(b) the Administration Charge, Directors' Charge and the Intercompany Charge shall be terminated, released and discharged as at the CCAA Termination Time without any other act or formality;

(c) effective at the CCAA Termination Time, A&M shall be and is hereby discharged as the Information Officer in these proceedings, provided that the Information Officer shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of the Information Officer; and

(d) effective at the CCAA Termination Time, A&M, Blakes and Osler, and each of their respective affiliates, officers, directors, partners, employees and agents (collectively, the "**CCAA Released Parties**") shall be released and forever discharged from any and all liability that any such CCAA Released Party now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of A&M while acting in its capacity as Information Officer, Blakes while acting in its capacity as counsel to the Information Officer and Osler while acting in its capacity as Canadian counsel to the Chapter 11 Debtors, save and except for any gross negligence or wilful misconduct on the applicable CCAA Released Party's part.

29. The releases in favour of the CCAA Released Parties are appropriate, as the Information Officer and its counsel and Canadian counsel to the Chapter 11 Debtors and their respective representatives, employees and agents have been a critical component of these CCAA proceedings and have contributed value to these CCAA proceedings. The proposed releases do not waive, discharge, release, cancel or bar any claim or liability arising out of any gross negligence or wilful misconduct on the part of the applicable CCAA Released Party's part.

30. Terminating these CCAA proceedings upon the filing of the Information Officer's Termination Certificate will prevent the filing of additional motions before this Court while the Chapter 11 Cases remain open. In addition to saving professional fees, this will eliminate the need to take up court time in respect of non-contentious motions in these CCAA proceedings.

31. The Information Officer is supportive of the proposed mechanism for terminating these CCAA proceedings and the related relief requested.

32. This Court has not previously approved any of the Information Officer's activities or the fees and disbursements of the Information Officer and its counsel. The Foreign Representative supports the approval of the Information Officer's activities as described in its reports.

General

33. The provisions of the CCAA, including Part IV and section 49 thereof;

34. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194, as amended; and

35. Such further and other grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

1. The Studebaker Affidavit; and

2. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

August 7, 2026

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Lawyers for the Applicant

TO: **THE SERVICE 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. ET AL.

Court File No: CL-26-00000234-0000

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(Plan Confirmation and Termination of CCAA Proceedings)

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TAB 2

Court File No. CL-26-00000234-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	**)**	**THURSDAY, THE 13TH**
	)	
JUSTICE BLACK	**)**	**DAY OF AUGUST, 2026**

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

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

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

Applicant

RECOGNITION AND TERMINATION ORDER
(Plan Confirmation and Termination of CCAA Proceedings)

THIS MOTION, made by Bitcoin Depot Inc., in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") of Bitcoin Depot Inc., Mintz Assets, Inc., MCA Services Group, LLC, Lux Vending Kiosk, LLC, Kutt, Inc., Kiosk Technicians, LLC, Kiosk HoldCo LLC, Intuitive Software LLC, Digital Gold Ventures Inc., Cash Ramp LLC, BTM International Holdings II LLC, BTM International Holdings 1 LLC, BT HoldCo LLC, BCD Merger Sub LLC, Bitcoin Depot Operating LLC, Express Vending Inc. and BitAccess Inc. (collectively, the "**Chapter 11 Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Motion Record, among other things (i) recognizing certain orders entered by the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**U.S. Bankruptcy Court**") in the cases commenced by the Chapter 11 Debtors pursuant to Chapter 11

of the United States Bankruptcy Code (the "**Foreign Proceeding**"), including the Plan Confirmation Order (as defined below) which, among other things, confirmed the Chapter 11 Debtors' *First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (as amended, supplemented and otherwise modified, the "**Plan**"), (ii) approving the fees and disbursements of the Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as the information officer (in such capacity, the "**Information Officer**") and its counsel, Blake, Cassels & Graydon LLP ("**Blakes**"), including an estimate of fees to complete these CCAA recognition proceedings, (iii) providing a mechanism for the termination of these CCAA recognition proceedings, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Thomas Studebaker sworn August 7, 2026, and the Fourth Report of the Information Officer, dated August ●, 2026, (the "**Fourth Report**") and the fee affidavits of the Information Officer and Blakes (such affidavits, the "**Fee Affidavits**") each filed, and on hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and those other parties that were present and wished to be heard, no one else appearing although duly served as appears from the Affidavit of Service of Laura Culleton sworn August ●, 2026,

SERVICE AND DEFINITIONS

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

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

RECOGNITION OF ORDERS

3. **THIS COURT ORDERS** that the following orders (collectively, the "**Foreign Orders**") of the U.S. Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

(a) *Final Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, and (IV) Granting Related Relief*; and

(b) *Findings of Fact, Conclusions of Law, and Order Granting Final Approval of Disclosure Statement and Confirming Plan of Liquidation of Bitcoin Depot Inc. and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* (the "**Plan Confirmation Order**")*;*

(copies of which are attached as **Schedules "A"** and **"B"** hereto);

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

IMPLEMENTATION OF THE PLAN

4. **THIS COURT ORDERS** that the Foreign Representative, the Chapter 11 Debtors, the Information Officer and the Liquidation Trustee are authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to implement the Plan in accordance with its terms, and enter into, implement and consummate all of the steps, transfers, transactions and agreements contemplated pursuant to the Plan.

5. **THIS COURT ORDERS** that:

(a) as of the Effective Date, the Plan, including (i) the treatment of Claims as provided for in the Plan, and (ii) all compromises, arrangements, transfers, transactions, releases, discharges and injunctions provided for in the Plan and as approved in the Plan Confirmation Order, as applicable, shall inure to the benefit of and be binding and effective upon the Chapter 11 Debtors, the Canadian creditors of the Chapter 11 Debtors, and all other persons affected thereby, and on their respective heirs, administrators, executors, legal personal representatives, successors and assigns; and

(b) as of the Effective Date, subject to and in accordance with the Plan and the Plan Confirmation Order, all Liens, Claims, charges, encumbrances, or other interests, unless expressly provided otherwise by the Plan or the Plan Confirmation Order, shall be released and discharged as against BitAccess Inc., Digital Gold Ventures Inc., and Express Vending Inc. (the "**Canadian Debtors**") and their respective property, as applicable.

6. **THIS COURT ORDERS** that, from and after the Effective Date, including for certainty, following the termination of these CCAA proceedings, the Canadian Debtors and the Liquidation Trustee, as applicable, shall be authorized to take all such steps and actions, and to execute and deliver all such additional documents, as may be necessary or desirable to dissolve the Canadian Debtors in accordance with the Plan and applicable law.

RELEASES AND INJUNCTIONS

7. **THIS COURT ORDERS** that the compromises, arrangements, releases, discharges and injunctions contained and referenced in the Plan and as approved by the Plan Confirmation Order, are valid and effective on the Effective Date, all such releases, discharges and injunctions are hereby sanctioned, approved, recognized and given full force and effect in all provinces and territories of Canada in accordance with and subject to the terms of this Order, the Plan Confirmation Order and the Plan.

APPROVAL OF FEES AND ACTIVITIES

8. **THIS COURT ORDERS** that the Information Officer's activities, as set out in the Fourth Report, be and are hereby approved; provided however, that only the Information Officer, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

9. **THIS COURT ORDERS** that the fees and disbursements of the Information Officer and Blakes as set out in the Fourth Report and the Fee Affidavits, be and are hereby approved.

10. **THIS COURT ORDERS** that the fees and disbursements of the Information Officer and Blakes that are not set out in the Fee Affidavits, but that have been or will be incurred in the performance of the duties of the information Officer up to the CCAA Termination Time or in connection with the Incidental Matters (each as defined below) are hereby authorized and approved for the Information Officer and Blakes up to an aggregate maximum of $50,000.00, plus any applicable taxes and disbursements. In the event the aggregate fees of the Information Officer and Blakes exceed such amount, the Chapter 11 Debtors or the Liquidation Trustee may elect to pay such additional amounts, plus any applicable taxes and disbursements, without further application to this Court for approval of such fees.

TERMINATION OF CCAA PROCEEDINGS

11. **THIS COURT ORDERS** that, upon service by the Information Officer of an executed certificate substantially in the form attached hereto as **Schedule "C"** (the "**Information Officer's Termination Certificate**") certifying that the Effective Date has occurred and that, to the knowledge of the Information Officer, all matters to be attended to in connection with these CCAA proceedings have been completed, these CCAA proceedings shall be terminated without any other act or formality (the "**CCAA Termination Time**"); provided that, nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by any Person in connection therewith.

12. **THIS COURT ORDERS** that the Administration Charge, Directors' Charge and the Intercompany Charge (each as defined in the Supplemental Order) shall be terminated, released and discharged as at the CCAA Termination Time without any other act or formality.

13. **THIS COURT ORDERS** that effective at the CCAA Termination Time, A&M shall be and is hereby discharged as the Information Officer in these CCAA proceedings; provided that, notwithstanding its discharge as Information Officer or the termination of these CCAA proceedings, (a) A&M shall have the authority to carry out, complete or address any matters in its role as Information Officer that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may be required or appropriate (the "**Incidental Matters**"); and (b) A&M shall continue to have the benefit of the provisions of all Orders made in these CCAA proceedings, including all approvals, protections and stays of proceedings in favour of the Information Officer, all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with any Incidental Matters.

14. **THIS COURT ORDERS** that effective at the CCAA Termination Time, A&M, Blakes and Osler, and each of their respective affiliates, officers, directors, partners, employees and agents (each, a "**Released Party**" and collectively, the "**Released Parties**") shall be released and discharged from any and all liability that any such Released Party now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of A&M while acting in its capacity as Information Officer, Blakes while acting in its capacity as counsel to the Information Officer, and Osler while acting in its capacity as counsel to the Chapter 11 Debtors, save and except for any gross negligence or wilful misconduct on the applicable Released Party's part. Without limiting the generality of the foregoing, upon the CCAA Termination Time, the Released Parties shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within CCAA proceedings, save and except for any gross negligence or wilful misconduct on the applicable Released Party's part (collectively, the "**Released Claims**").

15. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any Released Party in any way arising from or related to the Released Claims except with prior leave of this Court and on not less than fifteen (15) days' prior written notice to the applicable Released Party.

GENERAL

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

17. **THIS COURT ORDERS** that each of the Chapter 11 Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

SCHEDULE "A"
Final Cash Collateral Order

SCHEDULE "B"
Plan Confirmation Order

SCHEDULE "C"
Form of Information Officer's Certificate

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, AMENDED

Applicant

INFORMATION OFFICER'S TERMINATION CERTIFICATE

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated May 22, 2026 (the "**Supplemental Order**"), Alvarez & Marsal Canada Inc. was appointed as information officer of the Court (in such capacity, the "**Information Officer**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

B. Pursuant to an Order of the Court dated August ●, 2026 (the "**CCAA Termination Order**"), the Court, among other things, (i) recognized the Plan Confirmation Order, and (ii) provided for the termination of these CCAA proceedings upon the filing of this certificate (the "**Information Officer's Termination Certificate**") with the Court.

C. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the CCAA Termination Order.

THE INFORMATION OFFICER CERTIFIES the following:

1. The Information Officer has been advised by the Chapter 11 Debtors (or their counsel) that the conditions to the Plan becoming effective have been satisfied or waived as set out in Article X.B of the Plan.

2. To the knowledge of the Information Officer, all matters to be attended to in connection with the Foreign Representative's CCAA Proceedings (Court File No. CL-26-00000234-0000) have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred.

DATED at Toronto, Ontario this ___ day of _____, 2026

ALVAREZ & MARSAL CANADA INC., in its capacity as Information Officer, and not in its personal or corporate capacity

Per: _____

Name:

Title:

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

Court File No: CL-26-00000234-0000

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

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

RECOGNITION AND TERMINATION ORDER
(Plan Confirmation and Termination of CCAA Proceedings)

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Lawyers for the Applicant

TAB 3

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, AMENDED

Applicant

AFFIDAVIT OF THOMAS STUDEBAKER
(Sworn August 7, 2026)

1. I, Thomas Studebaker, of the City of Boston, in the State of Massachusetts, **MAKE OATH AND SAY**:

2. I am a Managing Director and the Co-Head of Turnaround & Restructuring of Triple P TRS, LLC, a restructuring advisory firm with numerous offices throughout the United States. Triple P TRS, LLC ("**Portage Point**") and its service provider affiliates are wholly owned by Portage Point Partners, LLC. Portage Point has been retained as financial advisor by each of the Chapter 11 Debtors. I have also been appointed the Chapter 11 Debtors' chief restructuring officer (the "**CRO**"). Prior to and since becoming the Chapter 11 Debtors' CRO, I also have led the Portage Point team who served as financial advisor to the Chapter 11 Debtors beginning in April 2026.

3. I previously swore affidavits in these proceedings on May 21, 2026 (the "**Initial Affidavit**"), June 5, 2026 (the "**Second Studebaker Affidavit**"), June 10, 2026 (the "**Third Studebaker Affidavit**"), June 26, 2026 (the "**Fourth Studebaker Affidavit**") and July 15, 2026 (the "**Fifth Studebaker Affidavit**"). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Initial Affidavit, the Second Studebaker Affidavit, the Third Studebaker Affidavit, the Fourth Studebaker Affidavit or the Fifth Studebaker Affidavit.

PART I - OVERVIEW

4. On May 17, 2026 (the "**Petition Date**"), Bitcoin Depot and 16 other debtors in possession[1] (collectively, the "**Chapter 11 Debtors**" or the "**Company**") commenced voluntary petitions for relief (the "**Petitions**") pursuant to Chapter 11 of the U.S. Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**U.S. Court**"). The Chapter 11 Debtors include three Canadian entities (collectively, the "**Canadian Debtors**"): Digital Gold Ventures Inc. ("**Digital Gold**"), BitAccess Inc. ("**BitAccess**"), and Express Vending Inc. ("**Express Vending**"). The cases commenced by the Chapter 11 Debtors in the U.S. Court are referred to herein as the "**Chapter 11 Cases**".

5. On May 19, 2026, following a hearing in respect of the first-day motions (the "**First Day Motions**") filed by the Chapter 11 Debtors, the U.S. Court granted certain First Day Orders, including the Foreign Representative Order authorizing Bitcoin Depot to act as the "**Foreign Representative**" for purposes of these recognition proceedings.

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[1] The Chapter 11 Debtors are as follows: 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.

6. On May 22, 2026, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued the Initial Recognition Order and the Supplemental Order pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C 36, as amended (the "**CCAA**"). The Initial Recognition Order, among other things, recognized the Foreign Representative as a "foreign representative" in respect of the Chapter 11 Cases and recognized the Chapter 11 Cases as a "foreign main proceeding" in respect of the Chapter 11 Debtors. The Supplemental Order, among other things, recognized certain of the First Day Orders, granted a stay of proceedings in respect of the Chapter 11 Debtors and their officers and directors in Canada, appointed Alvarez and Marsal Canada Inc. as Information Officer, and granted the Administrative Charge, the D&O Charge and the Intercompany Charge.

7. On June 11, 2026, this Court approved an Order, among other things, recognizing and giving full force and effect in Canada to certain U.S. Orders entered by the U.S. Court, including (among others) the Bidding Procedures Order, the Rejection Procedures Order, and the Second Interim Cash Collateral Order.

8. On July 2, 2026, this Court approved an Order, among other things, recognizing and giving full force and effect in Canada to certain additional U.S. Orders entered by the U.S. Court following a hearing on June 24, 2026, including the Bar Date Order, the Third Interim Cash Collateral Order and the Conditional Approval of Combined Disclosure Statement and Plan Order.

9. On July 22, 2026, this Court approved an Order, among other things, recognizing and giving full force and effect in Canada to the Sale Order and vesting in and to Bitcoin Bancorp, Inc. (the "**Purchaser**") all right, title and interest of BitAccess in and to the Canadian Acquired Assets, and recognizing the Fourth Interim Cash Collateral Order and the Fifth Interim Cash Collateral

Order (the "**Recognition and Vesting Order**"). A copy of the issued Recognition and Vesting Order (without schedules) is attached to this affidavit as **Exhibit "A"**. A copy of the Endorsement of the Honourable Justice Myers dated July 22, 2026 is attached to this affidavit as **Exhibit "B"**.

10. On this motion, the Foreign Representative will be seeking an Order, among other things:

(a) recognizing and giving full force and effect in Canada to the following orders of the U.S. Court:

(i) *Findings of Fact, Conclusions of Law, and Order Granting Final Approval of Disclosure Statement and Confirming Plan of Liquidation of Bitcoin Depot Inc. and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* (the "**Plan Confirmation Order**"), which is expected to be entered by the U.S. Court at or immediately following the Combined Hearing on August 10, 2026 (as defined below); and

(ii) the *Final Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, and (IV) Granting Related Relief* (the "**Final Cash Collateral Order**"), which was entered by the U.S. Court on July 24, 2026;

(b) approving the fees and disbursements of Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as the information officer (in such capacity, the "**Information Officer**") and its counsel, Blake, Cassels & Graydon LLP ("**Blakes**"), including an estimate of fees to complete these CCAA recognition proceedings; and

(c) providing a mechanism for the termination of these CCAA recognition proceedings.

PART II - UPDATE ON THE CHAPTER 11 CASES

11. On August 3, 2026, the Chapter 11 Debtors filed a Notice of Filing of Amended Asset Purchase Agreement to provide notice of certain non-material modifications to the APA that was approved pursuant to the Sale Order entered July 10, 2026. The Chapter 11 Debtors intend to provide an update to this Court in respect of the closing of the Sale Transaction in advance of the upcoming hearing.[2] Although additional sale orders have been entered by the U.S. Court since the initial hearing to approval the sale to the Purchaser, no additional Canadian assets have been sold in these transactions.

12. The remaining assets of the Canadian Debtors are to be dealt with as follows:

(a) **Canadian Cash**: Cash held in the Canadian BTMs has been collected and deposited into a trust account administered by the Information Officer. Among other disbursements (including professional fees and Canadian employee payroll obligations), some of these funds have been used to satisfy certain disbursements associated with the arbitration commenced by Mohammed Adham against Digital Gold and BitAccess, which claim was dismissed in an award issued on May 19, 2026, including amounts payable to the arbitrator to pursue a costs award in that arbitration. As disclosed in the *Declaration of Disinterestedness of Dentons Canada LLP Pursuant to the Order (I) Authorizing the Debtors to Retain and*

[2] The transactions approved in the other sale orders entered by the U.S. Court on July 8, 2026 do not involve the sale of Canadian assets. Since the hearing on July 8, the Chapter 11 Debtors have been working with the respective purchasers to close these transactions.

Compensate Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief (the "**Declaration of Disinterestedness**"), which was filed on the U.S. docket on June 29, 2026, the Chapter 11 Debtors have requested that Dentons Canada LLP ("**Dentons Canada**") provide legal services to the Chapter 11 Debtors to pursue a costs award against the claimant in the arbitration. To the extent any costs award is issued in favour of any of the Chapter 11 Debtors, the Chapter 11 Debtors have agreed to pay 100% of such award to Dentons Canada, up to US$296,164.56 in respect of fees and expenses incurred, and a success fee, in recognition of the risk Dentons Canada is assuming, of 30% of any excess costs award. The remainder of any costs award would be distributed into the Liquidation Trust (as defined in the Combined Disclosure Statement and Plan, defined below).

(b) **BitAccess Sale Proceeds**: Net proceeds from the BitAccess sale (approximately US$135,000, after deducting promissory notes and Hilco fees) are expected to be used to fund professional fees and other costs in the Chapter 11 Cases with the remainder to be transferred to the Liquidation Trust. The US$45,000 promissory note amount will also be transferred to the Liquidation Trust.

(c) **Unsold Kiosks**: Unsold kiosks in Canada are expected to be abandoned, as the sale process ultimately generated no buyer interest, largely due to the proposed nationwide prohibition on Bitcoin ATMs in Canada. Additionally, the Chapter 11 Debtors have advised the Landlord that they intend to abandon certain other miscellaneous inventory at the Ottawa Office.

13. On June 24, 2026, the Chapter 11 Debtors filed the solicitation version of the *Chapter 11 Debtors' Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (including all exhibits thereto and as amended, supplemented, or otherwise modified from time to time, the "**Combined Disclosure Statement and Plan**" or, separately in relevant part, the "**Disclosure Statement**" or the "**Plan**") with the U.S. Court.

14. The purpose of the Disclosure Statement was to provide Holders of Claims or Interests entitled to vote on the Plan with adequate information in order to make an informed decision on whether or not to vote to accept the Plan, on a conditional basis, subject to final approval at a combined hearing to consider approval and confirmation of the Combined Disclosure Statement and Plan (the "**Combined Hearing**"). Since the Fourth Studebaker Affidavit was sworn, the Combined Hearing was adjourned from August 7, 2026 to August 10, 2026 at 1:00 p.m. (Prevailing Central Time).

15. The timing and materials set out in the Combined Disclosure Statement and Plan was intended to afford Holders of Claims and Interests entitled to vote on the Plan, including claimants in Canada, with sufficient time to review and analyze such materials and make an informed judgment as to whether to vote to accept or reject the Plan before the Voting Deadline and Objection Deadline of July 30, 2026 at 5:00 p.m. (Central Time).

16. The Combined Disclosure Statement and Plan classifies Holders of Claims entitled to vote on the Plan into several classes (the "**Voting Classes**"), including with respect to voting on and distributions under the Plan. As described in greater detail below, only Classes 3, 4 and 5 are entitled to vote while the remaining classes are non-voting and presumed to accept or deemed to reject the Plan. Further, the Combined Disclosure Statement and Plan sets out the process under

which the Chapter 11 Debtors, the Liquidation Trustee or the Entity or Entities selected by the Liquidation Trustee can make or facilitate distributions under the Combined Disclosure Statement and Plan.

17. As described in the Fourth Studebaker Affidavit, although all the objections filed by the Official Committee of Unsecured Creditors (the "**Committee**") to the Conditional Approval of Combined Disclosure Statement and Plan Order were resolved prior to the June 24 hearing, the Committee reserved their rights to object to confirmation of the Plan at the Combined Hearing.

18. In addition to the Committee's reservation of rights, the NAAG client states[3] filed an objection in respect of the Combined Disclosure Statement and Plan on June 23, 2026.

19. In their objection, the NAAG client states asserted (a) the Disclosure Statement does not contain adequate information, including lack of financial data regarding scheduled claims, results of the section 363 asset sale, funding of the proposed Liquidating Trust, estimated administrative expenses, and absence of a Chapter 7 liquidation analysis; (b) the proposed timeline violates due process by not allowing for adequate time for creditors to review and respond to a Plan Supplement; (c) the Plan is not proposed in good faith, citing the Plan's third party releases to entities that have not contributed funding to the Plan; (d) the Plan is not feasible because there is no clear amount of funding allocated to the Liquidating Trust and seeks an improper discharge for liquidating Chapter 11 debtors; and (e) that further disclosure is necessary before creditors can

[3] The NAAG client states include the State of Alaska; the Arkansas Department of Commerce, State Securities Department; Office of the Attorney General for the District of Columbia; the Georgia Department of Banking and Finance; the Office of the Attorney General for the State of Iowa; the State of Minnesota by its Attorney General Keith Ellison; the Montana Commissioner of Securities and Insurance; the State of North Carolina; the Ohio Department of Commerce, Division of Financial Institutions; State of Washington and the State of Wisconsin.

vote. The U.S. Court ruled on the objection of the NAAG client states at the hearing on June 24, 2026 and ultimately granted the Conditional Approval of Combined Disclosure Statement and Plan Order.

20. On July 7, 2026, the Claims and Noticing Agent filed a certificate (the "**Certificate of Publication**") on the U.S. docket confirming that all Holders of Claims in Classes 3, 4 and 5, including Canadian creditors, received (a) notice of the Combined Hearing setting forth: (i) the deadline to vote on the Combined Disclosure Statement and Plan, (ii) the deadline to object to Confirmation of the Combined Disclosure Statement and Plan, (iii) procedures for filing objections and responses to the final approval of the adequacy of the Combined Disclosure Statement and Plan or to confirmation thereof, (iv) the time, date, and place of the Combined Hearing, and (v) a QR Code that provides electronic access to the website maintained by the Claims and Noticing Agent which contains all documents required to vote on the Combined Disclosure Statement and Plan; and (b) a form of ballot.

21. The Certificate of Publication includes a certification verifying that the *Notice of (A) Combined Hearing to Consider Final Approval of and Confirmation of the Combined Disclosure Statement and Plan, (B) Deadline for Filing Objections to Final Approval and Confirmation of the Combined Disclosure Statement and Plan, and (C) Other Relevant Information*, as conformed for publication, was published on July 2, 2026 in (i) the national edition of *The New York Times*, as described in the proof of publication attached thereto as Exhibit A, and (ii) *The Globe and Mail*, as described in the affidavit of publication attached thereto as Exhibit B. A copy of the Certificate of Publication is attached to this affidavit as **Exhibit "C"**.

22. On July 16, 2026, the Chapter 11 Debtors filed the *Supplement to the Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (the "**Plan Supplement**"), a copy of which is attached to this affidavit as **Exhibit "D"**, which includes the following exhibits or placeholders, as applicable: (a) Schedule of Retained Executory Contracts and Unexpired Leases; (b) Schedule of Non-Contributed Assets; (c) Schedule of Retained Causes of Action; (d) Liquidation Analysis; (e) Liquidation Trust Agreement; (f) Identity of and Proposed Compensation for the Liquidation Trustee; (g) Summary of Findings of the Investigation Subcommittee; and (h) Identity of the Released Parties. In respect of the Canadian Debtors, the Schedule of Retained Causes of Action includes "all Causes of Action arising from or relating to the arbitration by Mohammed Adham against certain of the Debtors".[4] The remaining outstanding litigation described in the Initial Affidavit involving Cash Cloud and Canaccord Genuity, respectively, are being treated as disputed Class 5 Claims under the Plan and will be handled by the Liquidation Trustee (defined below).

23. On July 20, 2026, the Chapter 11 Debtors filed the *Amended Supplement to the Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (the "**First Amended Plan Supplement**"), a copy of which is attached to this affidavit as **Exhibit "E"**. Exhibit "D" to the First Amended Plan Supplement includes, among other things, a Liquidation Analysis. Pursuant to the Liquidation Analysis, holders of General Unsecured Claims, including Canadian claims, are estimated to share in an approximate 2% recovery under the Plan (an estimated US$658,550 distribution on US$43,490,055 in Claims), payable through Series B

[4] At a minimum, any costs award or settlement proceeds from the Adham arbitration proceeding would first reimburse the estate for the costs incurred in pursuing and achieving the recovery (including, but not limited to, counsel fees and other litigation-related disbursements). Any excess proceeds would be distributed in accordance with the Liquidation Trust Assets Allocation, as established by the Liquidation Trustee, with the consent of the Liquidation Trust Oversight Board (each as defined in the Combined Disclosure Statement and Plan).

Liquidation Trust Interests issued on the Effective Date (each as defined in the Combined Disclosure Statement and Plan) or as soon as practicable thereafter, with distributions to be made at least annually once the Liquidation Trust (as defined in the Combined Disclosure Statement and Plan) is funded and operational.

24. On August 4, 2026, the Chapter 11 Debtors filed the *Second Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (the "**Second Amended Plan Supplement**"), a copy of which is attached to this affidavit as **Exhibit "F"**. The Second Amended Plan Supplement includes a revised Schedule of Retained Executory Contracts and Unexpired Leases at Exhibit A and a revised Liquidation Trust Agreement at Exhibit E. It also includes a new Exhibit I–the Term Loan Settlement Term Sheet, which is described in more detail below.

25. In addition to the developments described above leading up to the Combined Hearing, each of BitAccess' seven employees have received notices of termination, effective July 17, 2026. Five (5) of these employees filed Claims in the claims process.

PART III– SUMMARY OF THE FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN[5]

26. On July 30, 2026, the Chapter 11 Debtors filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (the "**First Amended Combined Disclosure Statement and Plan**"), a copy of which is attached to this affidavit as **Exhibit "G"**.

27. Six parties have filed objections to the First Amended Combined Disclosure Statement and Plan: the Tennessee Department of Revenue, the American Alternative Insurance Corporation, the

[5] Capitalized terms not otherwise defined in this section have the meanings given to them in the First Amended Combined Disclosure Statement and Plan.

Commonwealth of Massachusetts, the United States Trustee, the United States of America, on behalf of the Internal Revenue Service, and the Texas Taxing Authorities, as follows:

Objecting Party	Basis for Objection	Status of Objection
Tennessee Department of Revenue	Objection to Section III-C of the Plan regarding the administrative claims bar date, asserting that the Plan fails to exempt governmental units from the requirement to file requests for administrative expense claims.	This objection has been resolved through agreed-upon language incorporated in the Plan Confirmation Order
American Alternative Insurance Corporation ("**AAIC**")	Limited objection and reservation of rights, seeking the inclusion of protective language in the Plan Confirmation Order to ensure its rights under surety bonds executed prepetition remain unimpaired pending resolution of the AAIC's Motion for Relief from the Automatic Stay to Cancel Surety Bonds.	The parties expect to resolve this objection through a stipulated order on the Motion for Relief from the Automatic Stay to Cancel Surety Bonds.
Commonwealth of Massachusetts ("**Massachusetts**")	Asserts that the Plan includes overly broad injunction language, indefinitely delaying Massachusetts from pursuing its pre-petition police and regulatory action against the Company, and is inconsistent with the U.S. Bankruptcy Code. Massachusetts requested the inclusion of language in the Plan Confirmation Order stating the injunction does not enjoin proceedings excepted from the automatic stay under section 362(b)(4).	This objection has been resolved through agreed-upon language incorporated in the Plan Confirmation Order.

Objecting Party	Basis for Objection	Status of Objection
United States Trustee for the Southern District of Texas (the "**U.S. Trustee**")	Asserts that the Plan's non-Debtor release and the opt-out provisions of the ballots violate the U.S. Supreme Court's holding in *Harrington v. Purdue*[6], which established that chapter 11 plans may not include nonconsensual releases of claims against non-debtor third parties except in asbestos cases, and that bankruptcy courts cannot involuntarily alter relationships between non-debtors by imposing such releases. Additionally, the U.S. Trustee requested the inclusion of language in the Plan Confirmation Order which states that the Combined Disclosure Statement and Plan does not release claims asserted by governmental entities acting under their police and regulatory authority.	The Chapter 11 Debtors have addressed the U.S. Trustee's objections to the Plan's non-Debtor release and the opt-out provisions of the ballots in their Plan Confirmation Brief. This objection has been partially resolved through agreed-upon language incorporated in the Plan Confirmation Order.
United States of America, on behalf of the Internal Revenue Service (the "**IRS**")	Asserts (i) the Plan's administrative claims bar date provision violates 11 U.S.C. § 503(b)(1)(D), by requiring governmental units to file requests for payment of administrative expenses; (ii) the Plan fails to specify treatment of post-petition pre-confirmation tax liabilities, rendering the Plan ambiguous regarding whether personal post-petition tax liabilities of individual Debtors are included within the Plan's payment provisions; (iii) the	The Chapter 11 Debtors have addressed several of the issues raised in the IRS's objection in their Plan Confirmation Brief and have proposed or will propose language to be included in the Plan Confirmation Order addressing the remaining issues raised in the IRS's objection.

[6] *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204, 216–27 (2024).

Objecting Party	Basis for Objection	Status of Objection
	Plan is overly vague regarding how priority tax claims will be paid, specifically failing to state when installment payments will begin, the amount of installment payments, or the frequency of payments; (iv) Article III, Section F of the Plan improperly prohibits the assessment or collection of priority penalty claims other than as a holder of a General Unsecured Claim; (v) Article IV, Section H of the Plan improperly reserves the right to reclassify any claim or interest in accordance with contractual, legal, or equitable subordination; (vi) Article XIV of the Plan improperly vests the U.S. Bankruptcy Court with exclusive jurisdiction over matters concerning federal taxes; and (vii) the Plan provides inadequate remedies in the event of default.	
Texas Taxing Authorities	Joint limited objection to the Plan to the extent it (i) fails to provide for retention of their senior tax liens on the tax collateral or the cash collateral until the tax claims are paid in full as required by 11 U.S.C. §1129(b)(2)(A); (ii) allows for the transfer of the tax collateral or the Texas Taxing Authorities' cash collateral to the Liquidating Trustee free and clear of the tax liens; (iii) allows for distribution of their cash collateral to any inferior lienholders prior to the tax	The Chapter 11 Debtors have proposed language to be included in the Plan Confirmation Order.

Objecting Party	Basis for Objection	Status of Objection
	claims being paid in full; and (iv) allows for the abandonment of the tax collateral to a junior lienholder without first paying the tax liens. The Texas Taxing Authorities seek clarification that their claims will be paid with statutory interest.	

28. In addition to the objections listed above, the Chapter 11 Debtors received informal comments from several other parties and have either resolved them through agreed-upon language incorporated in the Plan Confirmation Order or are continuing to work with such parties to reach agreed upon language.

29. On August 4, 2026, the Chapter 11 Debtors filed the *Declaration of Thomas Studebaker in Support of Plan Confirmation*, a copy of which is attached to this affidavit as **Exhibit "H"** (the "**Plan Confirmation Declaration**"). Among other things, the Plan Confirmation Declaration provides support for the settlements effected by the Plan, describes how the Plan satisfies the requirements under the U.S. Bankruptcy Code, and sets out the reasons why the Release, Exculpation and Injunction Provisions in the Plan are appropriate and should be approved.

30. If entered, the Plan Confirmation Order will give effect to the terms of the First Amended Combined Disclosure Statement and Plan. Under the Plan, Canadian creditors will be treated the same as U.S. creditors. The key terms of the First Amended Combined Disclosure Statement and Plan are summarized below:

(a) abandonment of the Non-Contributed Assets;[7]

(b) approval of the good faith compromise and settlement of all Claims, Interests, issues, disputes and controversies pursuant to Bankruptcy Rule 9019;

(c) that the Professional Claim Reserve Amount[8] shall be held in trust in a segregated Professional Fee Escrow Account for distributions or payment in accordance with the terms of Article III of the First Amended Combined Disclosure Statement and Plan. Any Cash held in the Professional Fee Escrow Account after all applicable distributions and/or payments are made shall be promptly transferred to the Liquidation Trust without any further action or order of the U.S. Court;

(d) that the Claims Reserve[9] shall be held in trust in a segregated account by the Liquidation Trustee for distributions and/or payment in accordance with the terms of the First Amended Combined Disclosure Statement and Plan. Any Cash held in the Claims Reserve after all applicable distributions and/or payments are made shall

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7 "**Non-Contributed Assets**" is defined in the First Amended Combined Disclosure Statement and Plan as (i) property of any Chapter 11 Debtor's Estate that is abandoned under section 554 of the U.S. Bankruptcy Code prior to the Effective Date, and (ii) any asset, right, arrangement, non-executory contract, or other property that is listed in the Plan Supplement as a Non-Contributed Asset. There are no longer any Non-Contributed Assets under the Plan.

8 "**Professional Claim Reserve Amount**" is defined in the First Amended Combined Disclosure Statement and Plan as the reasonable estimate of the aggregate amount of Allowed Professional Claims relating to the period prior to the Effective Date as well as an estimated aggregate amount related to the preparation, filing and prosecution of fee applications following the Effective Date, which estimates Professionals shall deliver to the Chapter 11 Debtors as set forth in Article III.D of the Combined Disclosure Statement and Plan.

9 "**Claims Reserve**" is defined in the First Amended Combined Disclosure Statement and Plan as a reserve for payment of Allowed Administrative Claims (excluding Professional Fee Claims), Priority Tax Claims, Senior Priority Lien Claims, and Other Priority Claims, to be funded pursuant to this Combined Disclosure Statement and Plan.

promptly be transferred to the Liquidation Trust without any further action or order of the U.S. Court;

(e) on or after the Effective Date,[10] each of the Chapter 11 Debtors will be subject to a Dissolution Transaction.[11] The equity or membership interests of each Chapter 11 Debtor entity that is not subject to a Dissolution Transaction on the Effective Date will vest in the Liquidation Trust pursuant to the First Amended Combined Disclosure Statement and Plan;

(f) all Claims against and Interests in the Chapter 11 Debtors are deemed satisfied, waived and released as to the Chapter 11 Debtors in exchange for the treatment of such Claims under the First Amended Combined Disclosure Statement and Plan, and Holders of Allowed Claims and Allowed Interests against any Chapter 11 Debtor will have recourse solely to the assets of the Liquidation Trust for the payment of their Allowed Claims and Allowed Interests in accordance with the terms of the First Amended Combined Disclosure Statement and Plan and the Liquidation Trust Agreement;

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[10] "**Effective Date**" is defined in the First Amended Combined Disclosure Statement and Plan as the day, as determined by the Chapter 11 Debtors in consultation with the Committee, that is the Business Day as soon as reasonably practicable after all conditions precedent to the effectiveness of the Combined Disclosure Statement and Plan set forth therein have been satisfied or waived in accordance with the requirements of the Combined Disclosure Statement and Plan.

[11] "**Dissolution Transactions**" is defined in the First Amended Combined Disclosure Statement and Plan as the transactions that the Chapter 11 Debtors or Liquidation Trustee determine to be necessary or appropriate to implement the terms of the Combined Disclosure Statement and Plan and ultimately result in the dissolution or other termination of the legal entities that comprise the Chapter 11 Debtors.

(g) on or prior to the Effective Date, the Liquidation Trust shall be established in accordance with the Liquidation Trust Agreement for the purpose of liquidating the Liquidation Trust Assets, resolving all Disputed Claims, making all distributions to holders of Allowed Claims in accordance with the terms of the First Amended Combined Disclosure Statement and Plan and otherwise implementing the First Amended Combined Disclosure Statement and Plan. The Liquidation Trust will be overseen by the Liquidation Trust Oversight Board; and

(h) except as provided in the First Amended Combined Disclosure Statement and Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the First Amended Combined Disclosure Statement and Plan, in accordance with section 1123(b) of the U.S. Bankruptcy Code, the Liquidation Trust will retain and may enforce, as successors to the Chapter 11 Debtors, any claims, demands, rights and Causes of Action that any Estate may hold against any Person to the extent not satisfied, settled, and released under the First Amended Combined Disclosure Statement and Plan or otherwise, including the Retained Causes of Action.

31. Pursuant to the First Amended Combined Disclosure Statement and Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim, including any portion of a Claim that is an Allowed Claim notwithstanding that other portions of such Claim are a Disputed Claim, shall receive the full amount of the distributions that the First Amended Combined Disclosure Statement and Plan provides for Allowed Claims in the applicable Class.

32. Except as otherwise specifically provided in the First Amended Combined Disclosure Statement and Plan or in any contract, instrument, or other agreement or document created or entered into pursuant to the First Amended Combined Disclosure Statement and Plan, the Holders of Claims and Interests subject to the First Amended Combined Disclosure Statement and Plan shall, on account of their Claims and Interests, only be entitled to the distributions, rights, and treatment set forth in the First Amended Combined Disclosure Statement and Plan, and such Claims and Interests and any other Causes of Action treated, exculpated or released under the First Amended Combined Disclosure Statement and Plan shall be subject to Article IX.

33. Article IX of the First Amended Combined Disclosure Statement and Plan provides for certain specific releases. No third-party Claims are proposed to be released by the Plan without the consent of the party with the released Claim (which consent may be in the form of a failure to opt out). The relevant terms of the First Amended Combined Disclosure Statement and Plan are set out below:

(a) **Releases by the Chapter 11 Debtors** – each Released Party[12] is deemed released by the Chapter 11 Debtors and their Estates from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of the Chapter 11 Debtors or the Estates, that the Chapter 11

[12] "**Released Party**" means each of the following solely in its, his, or her capacity as such and to the extent permitted by applicable law (but excluding, for the avoidance of doubt, the Non-Released Parties): (a)(i) the Chapter 11 Debtors; (ii) the Estates; (iii) each Chapter 11 Debtor's current and former directors, each Chapter 11 Debtor's managers, officers, and employees in each case as of the Petition Date and solely to the extent such parties are individuals, the Investigation Subcommittee, the Restructuring Committee, the Chief Restructuring Officer, and the Information Officer; (b) the Committee and its members in their capacity as such; and (c) all retained Professionals in these Chapter 11 Cases, including Professionals retained by the Chapter 11 Debtors and their Estates, the Committee, and the Investigation Subcommittee; provided, however, that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases set forth in Article IX of the Combined Disclosure Statement and Plan; or (y) timely objects to the releases set forth in Article IX of the Combined Disclosure Statement and Plan and such objection is not resolved before Confirmation.

Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or that any Holder of any Claim against, or Interest in, a Chapter 11 Debtor or other Entity could have asserted on behalf of the Chapter 11 Debtors or the Estates, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Debtors (including the management, ownership, or operation thereof), any securities issued by the Chapter 11 Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Chapter 11 Debtors' in or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims actually asserted and pursued against the Chapter 11 Debtors), intercompany transactions, the Chapter 11 Cases, the Canadian Proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the First Amended Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the First Amended Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the First Amended Combined Disclosure Statement and Plan or the distribution of property under the First Amended Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any

other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; and

(b) **Releases by the Releasing Parties Other Than the Chapter 11 Debtors** – each Releasing Party[13] (other than the Chapter 11 Debtors and the Estates) releases each Chapter 11 Debtor, the Estates, and each other Released Party from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Chapter 11 Debtors and the Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Debtors (including the management, ownership, or operation thereof), any securities issued by the Chapter 11 Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Chapter 11 Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims actually asserted and pursued against the Debtors), intercompany transactions, the

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

Chapter 11 Cases, the Canadian Proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the First Amended Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the First Amended Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the First Amended Combined Disclosure Statement and Plan, the Sales Process, or the distribution of property under the First Amended Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

34. It is a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to the terms in the First Amended Combined Disclosure Statement and Plan:

(a) the Chapter 11 Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the First Amended Combined Disclosure Statement and Plan and each of the other transactions contemplated therein;

(b) the U.S. Court shall have entered the Plan Confirmation Order, and the Plan Confirmation Order is not subject to any stay;

(c) the Plan Confirmation Order shall have been recognized by this Court;

(d) the Professional Fee Escrow Account shall have been established and fully funded with Cash in an amount equal to the Professional Claim Reserve Amount;

(e) the Claims Reserve shall have been established and fully funded with Cash in an amount equal to the Claims Reserve Amount;

(f) the First Amended Combined Disclosure Statement and Plan and all documents in the Plan Supplement shall not have been materially amended, altered, or modified from the First Amended Combined Disclosure Statement and Plan and the Plan Supplement as confirmed by the Plan Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with the terms of the First Amended Combined Disclosure Statement and Plan;

(g) the final version of all schedules, documents, and exhibits in the Plan Supplement shall have been Filed;

(h) conditions (a)-(f) above have been satisfied or waived by the Chapter 11 Debtors, in consultation with the Committee, on or before August 14, 2026; and

(i) the Liquidation Trust shall be funded in Cash with the Minimum Trust Funding; provided, this condition 8 may only be waived by the Committee.

35. Except as otherwise specifically set forth in the First Amended Combined Disclosure Statement and Plan, the Chapter 11 Debtors reserve the right to, in consultation with the Committee, modify the First Amended Combined Disclosure Statement and Plan, whether such

modification is material or immaterial, and seek Confirmation consistent with the U.S. Bankruptcy Code and, as appropriate, not resolicit votes on such modified First Amended Combined Disclosure Statement and Plan.

36. The First Amended Combined Disclosure Statement and Plan reflects settlements with both the Committee and the Term Loan Settlement Parties, the terms of which are incorporated into the First Amended Combined Disclosure Statement and Plan. Among other things, the Committee and the Term Loan Settlement Parties have agreed to support confirmation of the First Amended Combined Disclosure Statement and Plan.

37. The following specific revisions were made to the First Amended Combined Disclosure Statement and Plan filed on July 30, 2026:

Plan Section	Key Revisions
Term Loan Settlement and Cash Collateral (Article I.F and V.B)	The Term Loan Settlement concept has been incorporated and pursuant to the Final Cash Collateral Order, if no Challenge is commenced by a party in interest (other than the Chapter 11 Debtors and Committee) prior to the expiration of the Non-Debtor Challenge Period, the Chapter 11 Debtors will distribute US$14,018,139.60 to the Term Loan Secured Parties in partial satisfaction of the Term Loan Claims. Projected amount of Term Loan Claims (excluding Exit Fees) is approximately US$17,118,140.
Liquidation Trust (Article V.G)	A new two-series structure for Liquidation Trust Interests has been introduced: • Series A beneficial interests to be distributed to Holders of Allowed Term Loan Claims; and

Plan Section	Key Revisions
	• Series B beneficial interests to be distributed on a Pro Rata basis to Holders of Allowed General Unsecured Claims and, if applicable, Holders of Allowed Equipment Financing Agreement Deficiency Claims. The Liquidation Trust Oversight Board has been expanded from three members to four members, with one member to be the Term Loan Agent. The Liquidation Trustee is to establish a "**Liquidation Trust Assets Allocation**" (apportioning assets for distribution to holders of Claims against each applicable Chapter 11 Debtor). The Liquidation Trust must terminate no later than five years after the Effective Date, with any extension requiring U.S. Court approval within six months of the beginning of the extended term. The "**Liquidation Trustee**" is Thomas A. Pitta.
Classification and Treatment of Claims (Article IV)	Class 3 (Term Loan Claims) shall receive the Term Loan Settlement Amount (being US$500,000) and Series A Liquidation Trust Interests. Class 4 (Equipment Financing Agreement Claims), any Claims in excess of Equipment Financing Agreement Collateral Proceeds now receive Series B Liquidation Trust Interests. Class 5 (General Unsecured Claims), now receive Series B Liquidation Trust Interests.
Committee Settlement and Minimum Trust Funding (Articles V.B and V.G.2)	The Chapter 11 Debtors and the Committee agreed on settlement terms to establish, among other things, a Claims Reserve, to fund the liquidation trust with at least US$550,000 in

Plan Section	Key Revisions
	cash on day one, to transfer all causes of action against non-released insiders to the trust, and to require certain former officers and directors to cooperate with the Liquidation Trustee in pursuing the Retained Causes of Action. The Committee has also been provided with certain additional consultation rights regarding the Effective Date and whether to waive certain conditions.
Claims Reserve (Article V.D)	Established to pay administrative claims, priority tax claims, and priority lien claims.
Conditions Precedent to Effective Date (Article X.B)	The following terms were added as conditions to the Effective Date: • all conditions must be satisfied or waived by August 14, 2026; • the Claims Reserve shall be established and funded; and • the Liquidation Trust will be funded with the Minimum Trust Funding (US$550,000).
Released Parties (Article IX.I and Article V.G.11)	The definition of "Released Party" was amended to conform with the Released Parties definition in the Plan Supplement filed July 7, 2026 in accordance with the Conditional Approval of Combined Disclosure Statement and Plan Order. In exchange for Debtor Releases under the Plan, certain former directors and officers are required to cooperate and assist the Liquidation Trustee in pursuing the Retained Causes of Action for a period of two years following the Effective Date.
Administrative Claims Bar Date (Article III.C)	30 days after the Effective Date. The deadline for objecting to Administrative Claims (other than Professional Claims) filed by the Administrative Claims Bar Date has

Plan Section	Key Revisions
	been reduced from 90 days to 60 days after the Effective Date.

A. Voting Results

38. Pursuant to the Conditional Approval of Combined Disclosure Statement and Plan Order, the deadline for votes from the Voting Classes was July 30, 2026 at 5:00 p.m. (Central Time) (the "**Voting Deadline**"). Claimants in Classes 3 (Term Loan Claims), 4 (Equipment Financing Agreement Claims) and 5 (General Unsecured Claims) were entitled to vote on the Plan.

39. On August 4, 2026, the Chapter 11 Debtors filed the *Declaration of Alex Orchowski of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Case on the Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (the "**Voting Declaration**") on the U.S. docket, a copy of which is attached to this affidavit as **Exhibit "I"**.

40. The Voting Declaration sets out that Kroll Restructuring Administration LLC ("**Kroll**") adhered to the Solicitation Procedures outlined in the Conditional Approval of Combined Disclosure Statement and Plan Order and distributed or caused to be distributed Solicitation Packages including ballots to parties entitled to vote on the First Amended Combined Disclosure Statement and Plan. Kroll worked closely with the Chapter 11 Debtors and their advisors to identify the Holders of Claims in the Voting Classes and Non-Voting Classes as of the Voting Record Date, and to coordinate the distribution of Solicitation Packages to these Holders of Claims in the Voting Classes and Notice of Non-Voting Status and Combined Hearing Notice to Holders of Claims in the Non-Voting Classes.

41. Further, in accordance with the Solicitation Procedures, Kroll received, reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the First Amended Combined Disclosure Statement and Plan. All valid Ballots cast by Holders entitled to vote in the Voting Classes and received by Kroll on or before the Voting Deadline were tabulated pursuant to the Solicitation Procedures.

42. The final tabulation of votes cast by timely and properly completed Ballots received by Kroll is attached to the Voting Declaration as Exhibit A. In respect of the Canadian Debtors specifically, the results are set out below (with currency amounts in USD):

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BitAccess Inc.	3	Term Loan Claims	3	0	$13,536,284.00	$0.00	ACCEPT
			100%	0%	100%	0%	
	4	Equipment Financing Agreement Claims	No creditors in this Class were entitled to vote on the Plan. As a result, pursuant to Article IV(D) of the Combined Disclosure Statement and Plan, this Class is deemed eliminated from the Plan for voting purposes.				
	5	General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Article IV(E) of the Combined Disclosure Statement and Plan, this Class is presumed to accept the Plan.				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Digital Gold Ventures Inc.	3	Term Loan Claims	3	0	$13,536,284.00	$0.00	ACCEPT
			100%	0%	100%	0%	
	4	Equipment Financing Agreement Claims	No creditors in this Class were entitled to vote on the Plan. As a result, pursuant to Article IV(D) of the Combined Disclosure Statement and Plan, this Class is deemed eliminated from the Plan for voting purposes.				
	5	General Unsecured Claims	None of the creditors in this Class voted on the Plan. As a result, pursuant to Article IV(E) of the Combined Disclosure Statement and Plan, this Class is presumed to accept the Plan.				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Express Vending Inc.	3	Term Loan Claims	3	0	$13,536,284.00	$0.00	ACCEPT
			100%	0%	100%	0%	
	4	Equipment Financing Agreement Claims	No creditors in this Class were entitled to vote on the Plan. As a result, pursuant to Article IV(D) of the Combined Disclosure Statement and Plan, this Class is deemed eliminated from the Plan for voting purposes.				
	5	General Unsecured Claims	3	0	$12,224.30	$0.00	ACCEPT
			100%	0%	100%	0%	

43. In accordance with the Solicitation Procedures, Kroll also reviewed and documented the elections recorded within the election check box on the applicable Ballot or Notice of Non-Voting Status submitted to opt-out of the releases contained in the First Amended Combined Disclosure Statement and Plan. A report of the foregoing is attached to the Voting Declaration as Exhibit C. Two of these elections were made in respect of the Canadian Debtors.

B. Treatment of Claims

44. The First Amended Combined Disclosure Statement and Plan sets out the following summary of treatment of Claims:

Class	Claim or Interest	Projected Principal Amount of Claims	Summary of Treatment	Estimated Recovery
1	Senior Priority Lien Claims	N/A	Payment in full in Cash	100%
2	Other Priority Claims	N/A	Payment in full in Cash	100%
3	Term Loan Claims	US$17,118,140[14]	Cash and Series A Liquidation Trust Interests	Greater than 0%
4	Equipment Financing Agreement Claims	US$2,375,027	Cash and Series B Liquidation Trust Interests	Greater than 0%

[14] Pursuant to the Final Cash Collateral Order, on the Effective Date the Term Loan Claims are projected to be approximately US$3,100,000 unless a party in interest (other than the Chapter 11 Debtors or Committee) file a Challenge prior to the expiration of the Non-Debtor Challenge Period (as defined in the Cash Collateral Orders) pursuant to the Term Loan Settlement. No Challenge was filed prior to the expiration of the Non-Debtor Challenge Period.

Class	Claim or Interest	Projected Principal Amount of Claims	Summary of Treatment	Estimated Recovery
5	General Unsecured Claims	Impaired	Series B Liquidation Trust Interests	Greater than 0%
6	Intercompany Claims	Unimpaired/Impaired	N/A	N/A
7	Subordinated Claims	Impaired	N/A	None
8	Intercompany Interests	Unimpaired/Impaired	N/A	N/A
9	Equity Interests	Impaired	N/A	None

45. The Claims filed against the Canadian Debtors are as follows:

(a) Twelve (12) Claims (representing approximately US$16.9 million) were filed against Express Vending, the largest of which was a Claim by Silverview Credit Partners LP ("**Silverview**"), the administrative agent under the Silverview Credit Agreement, in the amount of US$16,862,316.

(b) Six (6) Claims (representing approximately US$36.9 million) were filed against BitAccess, including a Claim by Silverview in the amount of US$16,862,316, and a Claim by Cash Cloud, Inc. in the amount of US$19,931,136 in respect of the arbitration award issued on November 20, 2025 (as described in the Initial Affidavit).

(c) Ten (10) Claims (representing approximately US$18.6 million) were filed against Digital Gold, the largest of which was a Claim by Silverview in the amount of US$16,862,316.

46. The Chapter 11 Debtors are also aware that the Canada Revenue Agency ("**CRA**") has proposed to reassess certain GST/HST accounts held by BitAccess for the pre-filing period. The CRA also appears to have filed a Proof of Claim that is currently reflected on the Chapter 11 Debtors' claims register as $0 in respect of this reassessment. The Chapter 11 Debtors and their advisors are reviewing such Claim and the related correspondence received from the CRA regarding the potential reassessment.

47. As stated above, Canadian creditors will be treated the same as all other U.S. creditors, consistent with the recovery analysis described above.

C. Grounds for Recognizing the Plan Confirmation Order

48. The Foreign Representative is seeking an order from this Court recognizing and enforcing the Plan Confirmation Order, if entered by the U.S. Court. Following the Combined Hearing, the Foreign Representative will serve a supplementary affidavit on the Service List attaching the Plan Confirmation Order, summarizing the key terms of that Order, and confirming whether there have been any further changes to the Plan.

49. The Foreign Representative is of the view that it is appropriate for this Court to recognize the Plan Confirmation Order (once it is so entered) and such recognition is necessary to effect the Plan and to protect the interests of the Chapter 11 Debtors and their creditors.

50. The Chapter 11 Debtors believe the First Amended Combined Disclosure Statement and Plan best maximizes stakeholder recoveries and provides the best available alternatives for their estates and creditors.

51. As described in the Initial Affidavit, the obligations under the Silverview Credit Facility are secured by a first priority lien on substantially all of the assets of a number of Chapter 11 Debtors, including each of the Canadian Debtors. Further, each of the Canadian Debtors has granted a security interest in substantially all of their property to the Term Loan Agent in connection with the Silverview Credit Facility, including BitAccess, which has also granted a security interest in its trademarks and related assets to the Term Loan Agent.

52. The Canadian Debtors have benefited from the support provided by the other Chapter 11 Debtors during these recognition proceedings, including through the provision of shared services and the satisfaction of amounts outstanding under the Silverview Credit Facility pursuant to the Final Cash Collateral Order. Further, the majority of the assets sold in the Chapter 11 Debtors' sale process were assets of the U.S. Chapter 11 Debtors, the proceeds of which are being used to satisfy amounts owing to the Chapter 11 Debtors' creditors, including Canadian creditors. It is therefore reasonable for Canadian creditors to receive treatment consistent with similarly situated U.S. creditors under the Plan.

53. I have been advised that the Information Officer is supportive of the recognition of the Plan Confirmation Order by this Court and will be filing a report with the Court explaining such support and other matters relevant to the relief being sought.

PART IV – RECOGNITION OF FINAL CASH COLLATERAL ORDER[15]

54. In addition to seeking confirmation of the Plan, the Chapter 11 Debtors worked diligently to seek the relief sought in the Final Cash Collateral Order, which was entered by the U.S. Court

[15] All capitalized terms not otherwise defined in this section have the meanings given to them in the Final Cash Collateral Order.

on July 24, 2026. A copy of the Final Cash Collateral Order is attached to this affidavit as **Exhibit "J"**. As described in my previous affidavits, the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order and the Fifth Interim Order were previously recognized by this Court.

55. The Final Cash Collateral Order, among other things:

(a) authorizes the Chapter 11 Debtors to use the 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 U.S. Bankruptcy Code solely to the extent of any diminution in value of their 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 U.S. Bankruptcy Code, the subordination of the Prepetition Liens to the Carve Out, or the Chapter 11 Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties);

(b) authorizes the Chapter 11 Debtors to maintain funds in the Adequate Protection Account;

(c) confirms that application of the automatic stay under section 362 of the U.S. Bankruptcy Code prohibits the Prepetition Secured Parties from sweeping cash from any bank accounts in which Cash Collateral is held; and

(d) waives any applicable stay (including under Bankruptcy Rule 6004) and provides for immediate effectiveness of the Final Cash Collateral Order.

56. The Final Cash Collateral Order sets out stipulations, which reflect the Term Loan Settlement as set forth in the Term Loan Settlement Term Sheet attached to the Final Cash Collateral Order as Exhibit 1. The Final Cash Collateral Order provides, among other things, that the Term Loan Secured Parties hold a Claim in the aggregate principal amount of not less than US$16,862,315.75, consisting of all amounts due and owing pursuant to, and in accordance with, the terms of the Term Loan Documents, including unpaid principal, accrued but unpaid interest, and the Exit Fee, plus postpetition per diem interest and charges accruing under the Term Loan Documents, and estimated legal fees, costs and expenses accruing through the conclusion of the Chapter 11 Cases.

57. As part of the Term Loan Settlement, the Chapter 11 Debtors and the Committee have determined not to assert any Challenge with respect to the Term Loan Debt and Term Loan Liens, other than an informal challenge to the amount and allowance of the Exit Fee of US$3,100,000 asserted by the Term Loan Secured Parties under the Term Loan Documents. Upon the expiration of the Non-Debtor Challenge Period without the commencement of a Challenge by a party in interest (other than the Chapter 11 Debtors or the Committee), US$14,018,139.60, will be indefeasibly turned over to the Term Loan Secured Parties, from funds on deposit in the Adequate Protection Account, as provided in paragraph 7 of this Final Cash Collateral Order, and any other amounts held in the Adequate Protection Account will be property of the Chapter 11 Debtors' Estates and retained by the Chapter 11 Debtors to be disbursed in accordance with the Term Loan Settlement and the Combined Disclosure Statement and Plan.

58. The Chapter 11 Debtors' authorization to use Cash Collateral is subject to the occurrence of any of the following: (a) the U.S. Court shall have entered an order (i) converting one or more of the Chapter 11 Debtors' Chapter 11 Cases to a case under chapter 7 of the U.S. Bankruptcy Code, or (ii) dismissing the Chapter 11 Cases; or (b) the Term Loan Settlement is not approved by the U.S. Court pursuant to an order confirming the Combined Disclosure Statement and Plan on or before August 15, 2026; or (c) the Final Cash Collateral Order (as the terms thereof may be extended from time to time, including by subsequent interim or final order of the U.S. 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 the Final Cash Collateral Order.

59. The Foreign Representative seeks recognition of the Final Cash Collateral Order on the current motion. The Chapter 11 Debtors, including the Canadian Debtors, continue to require access to liquidity to preserve the value of the Chapter 11 Debtors' assets and prevent irreparable harm to the Chapter 11 Debtors' estates and creditors for the remainder of the duration of the Chapter 11 Cases. The Final Cash Collateral Order treats the Chapter 11 Debtors' stakeholders in Canada and the U.S. equally.

PART V – TERMINATION OF THESE RECOGNITION PROCEEDINGS

60. Following the Effective Date under the First Amended Combined Disclosure Statement and Plan, the Liquidation Trustee will assume all responsibilities provided for under the First Amended Combined Disclosure Statement and Plan to, among other things, implement the Plan and wind down, liquidate or otherwise dissolve the business and affairs of the Chapter 11 Debtors.

61. The Chapter 11 Debtors, including the Canadian Debtors, have ceased operations. The Chapter 11 Cases remain open solely for purposes of effecting distributions under the Plan and

attending to certain ancillary matters. The Chapter 11 Debtors anticipate bringing a motion to close the Chapter 11 Cases once the distributions are complete.

62. These Part IV CCAA proceedings have achieved their purpose. Accordingly, the proposed Order sought on this motion provides that:

(a) upon service by the Information Officer of an executed certificate substantially in the form attached to the proposed Order as Schedule "C" (the "**Information Officer's Termination Certificate**") certifying that the Effective Date has occurred and that, to the knowledge of the Information Officer, all matters to be attended to in connection with these CCAA proceedings have been completed, these CCAA proceedings shall be terminated without any other act or formality (the "**CCAA Termination Time**");

(b) the Administration Charge, Directors' Charge and the Intercompany Charge (each as defined in the Supplemental Order) shall be terminated, released and discharged as at the CCAA Termination Time without any other act or formality;

(c) effective at the CCAA Termination Time, A&M shall be and is hereby discharged as the Information Officer in these proceedings, provided that the Information Officer shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of the Information Officer; and

(d) effective at the CCAA Termination Time, A&M, Blakes and Osler, and each of their respective affiliates, officers, directors, partners, employees and agents (each,

a "**CCAA Released Party**" and collectively, the "**CCAA Released Parties**") shall be released and forever discharged from any and all liability that any such CCAA Released Party now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of A&M while acting in its capacity as Information Officer, Blakes while acting in its capacity as counsel to the Information Officer and Osler while acting in its capacity as Canadian counsel to the Chapter 11 Debtors, save and except for any gross negligence or wilful misconduct on the applicable Released Party's part.

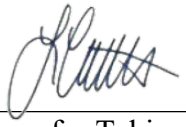
63. I believe that the releases in favour of the CCAA Released Parties are appropriate, as the Information Officer and its counsel and Canadian counsel to the Chapter 11 Debtors and their respective representatives, employees and agents have been a critical component of these CCAA proceedings and have contributed value to these CCAA proceedings. The proposed releases do not waive, discharge, release, cancel or bar any claim or liability arising out of any gross negligence or wilful misconduct on the part of the applicable CCAA Released Party's part.

64. Terminating these CCAA proceedings upon the filing of the Information Officer's Termination Certificate will prevent the filing of additional motions before this Court while the Chapter 11 Cases remain open. In addition to saving professional fees, this will eliminate the need to take up court time in respect of non-contentious motions in these CCAA proceedings. I have been advised that the Information Officer is supportive of the proposed mechanism for terminating these CCAA proceedings and the related relief requested.

65. I understand that the Information Officer will be filing a report in connection with this motion, including seeking approval of its activities as detailed in its reports filed in these CCAA proceedings and of the fees and disbursements of the Information Officer and its counsel.

66. I am advised by Mr. Calvaruso of Osler, Hoskin & Harcourt LLP, counsel to the Foreign Representative, that this Court has not previously approved any of the Information Officer's activities or the fees and disbursements of the Information Officer and its counsel. The Foreign Representative supports the approval of the Information Officer's activities as described in its reports.

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on August 7, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Lisbon in the Lisbon District in the Country of Portugal.

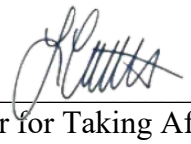


Commissioner for Taking Affidavits
(or as may be)



THOMAS STUDEBAKER

This is Exhibit "A" referred to the in Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on August 7, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Lisbon in the Lisbon District in the Country of Portugal.



Commissioner for Taking Affidavits (or as may be)

LAURA CULLETON

LSO# 82428R

Electronically issued / Délivré par voie électronique : 23-Jul-2026 Court File No./N° du dossier du greffe: CL-26-00000234-0000
Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice

Court File No. CL-26-00000234-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	**)**	**WEDNESDAY, THE 22ND**
	)	
JUSTICE MYERS	**)**	**DAY OF JULY, 2026**

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

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

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

Applicant

RECOGNITION AND VESTING ORDER

THIS MOTION, made by Bitcoin Depot Inc., in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") of Bitcoin Depot Inc., Mintz Assets, Inc., MCA Services Group, LLC, Lux Vending Kiosk, LLC, Kutt, Inc., Kiosk Technicians, LLC, Kiosk HoldCo LLC, Intuitive Software LLC, Digital Gold Ventures Inc., Cash Ramp LLC, BTM International Holdings II LLC, BTM International Holdings 1 LLC, BT HoldCo LLC, BCD Merger Sub LLC, Bitcoin Depot Operating LLC, Express Vending Inc. and BitAccess Inc. (collectively, the "**Chapter 11 Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Motion Record, among other things (i) recognizing certain orders entered by the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**U.S. Bankruptcy Court**") in the cases commenced by the Chapter 11 Debtors pursuant to Chapter 11 of the United States Bankruptcy Code (the "**Foreign Proceeding**"), (ii) vesting in and to Bitcoin

Bancorp, Inc. (the "**Purchaser**") all right, title and interest of BitAccess Inc.'s (the "**Canadian Seller**") in and to the Canadian Acquired Assets (as defined below); and (iii) granting related relief, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Thomas Studebaker sworn July 15, 2026, and the Third Report of Alvarez & Marsal Canada Inc., in its capacity as the information officer (in such capacity, the "**Information Officer**"), dated July 20, 2026, filed, and on hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and those other parties that were present and wished to be heard, no one else appearing although duly served as appears from the Affidavit of Service of Laura Culleton sworn July 16, 2026,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings given to them in the Supplemental Order (Foreign Main Proceeding) made in the within proceedings dated as of May 22, 2026 (the "**Supplemental Order**") or the Asset Purchase Agreement appended as Exhibit 1 to the Bitcoin Bancorp Sale Order (defined below, and such agreement, the "**Sale Agreement**"), by and among, the Purchaser and the Chapter 11 Debtors, including the Canadian Seller, as sellers (collectively, the "**Sellers**"), as applicable.

RECOGNITION OF INTERIM CASH COLLATERAL ORDERS

3. **THIS COURT ORDERS** that the following orders (collectively, the "**Foreign Orders**") of the U.S. Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

(a) *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*; and

(b) *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;*

(copies of which are attached as **Schedules "B"** and **"C"** hereto);

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

RECOGNITION OF US SALE ORDER

4. **THIS COURT ORDERS** that the *Order (I) Approving (A) the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances and (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (II) Granting Related Relief* (the "**Bitcoin Bancorp Sale Order**") of the U.S. Bankruptcy Court made in the Foreign Proceeding is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA (a copy of which is attached as **Schedule "D"** hereto), including with respect to the approval of the Sale Agreement and the sale to the Purchaser of the assets of the Canadian Seller set forth in the Sale Agreement (the "**Canadian Acquired Assets**") pursuant to the Bitcoin Bancorp Sale Order; provided, however, that in the event of any conflict between the terms of the Bitcoin Bancorp Sale Order and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada. The Sellers are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the sale of the Canadian Acquired Assets to the Purchaser.

VESTING OF ASSETS

5. **THIS COURT ORDERS** that, upon delivery concurrently to the Sellers and Purchaser, by the Information Officer of a certificate substantially in the form of **Schedule "A"** hereto (the "**Information Officer's Certificate**"), all of the Canadian Seller's right, title and interest in and

to the Canadian Acquired Assets shall vest absolutely in the Purchaser in accordance with the Sale Agreement, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing (collectively referred to as the "**Encumbrances**"):

(a) any encumbrances or charges created by any Order of this Court in these proceedings, including the Supplemental Order; and

(b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and

for greater certainty, this Court orders that all of the Claims and Encumbrances, other than the Permitted Encumbrances, affecting or relating to the Canadian Acquired Assets are hereby expunged and discharged as against the Canadian Acquired Assets.

6. **THIS COURT ORDERS AND DIRECTS** the Information Officer to serve all parties on the service list in these proceedings, and file with the Court, a copy of the Information Officer's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that the Information Officer shall be entitled to solely rely on written notice from each of the Foreign Representative (or its counsel), on behalf of the Sellers, and the Purchaser (or its counsel), without the need for further inquiry or investigation, for the purpose of providing the certifications included in the Information Officer's Certificate, and the Information Officer shall incur no liability with respect to the delivery of the Information Officer's Certificate, the Sale Agreement or any matter in respect of the sale of the Canadian Acquired Assets.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the Canadian Acquired Assets shall stand in the place and stead of the Canadian Acquired Assets, and that from and after the delivery of the Information Officer's Certificate, all Claims and Encumbrances (including the Administration Charge, the Directors' Charge and the Intercompany Charge), other than the Permitted Encumbrances, shall attach to the net proceeds from the sale of the Canadian Acquired Assets with the same priority as they had with respect to the Canadian Acquired Assets immediately prior to the sale, as if the Canadian Acquired Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of any of the Chapter 11 Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment into bankruptcy under the BIA made in respect of any Chapter 11 Debtors;

the vesting of the Canadian Acquired Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Chapter 11 Debtors and shall not be void or voidable by creditors of any of the Chapter 11 Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

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

11. **THIS COURT ORDERS** that each of the Chapter 11 Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out of the terms of this Order.

Justice FL Myers

Digitally signed by Justice FL Myers
Date: 2026.07.22 14:47:30 -04'00'

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

Court File No: CL-26-00000234-0000

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

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

RECOGNITION AND VESTING ORDER

OSLER, HOSKIN & HARCOURT LLP
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Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

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Tel: 416.862.6665
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Shawn T. Irving (LSO# 50035U)
Tel: 416.862.4733
Email: sirving@osler.com

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

Lawyers for the Applicant

This is Exhibit "B" referred to the in Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on August 7, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Lisbon in the Lisbon District in the Country of Portugal.



Commissioner for Taking Affidavits (or as may be)

LAURA CULLETON

LSO# 82428R

85

SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: CL-26-00000234-0000 **DATE:** July 22, 2026

REGISTRAR: M. Degollacion

NO. ON LIST: 5

TITLE OF PROCEEDING: BITCOIN DEPOT INC.

BEFORE: JUSTICE FL MYERS

PARTICIPANT INFORMATION

For Plaintiff, Applicant / Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Shawn Irving Marleigh Dick Martino Calvaruso	Counsel to the Applicant, Moving Party (the Foreign Representative)	sirving@osler.com mdick@osler.com mcalvaruso@osler.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Chris Burr Jake Harris	Counsel to Alvarez & Marsal Canada Inc.in its capacity as Information Officer	chris.burr@blakes.com jake.harris@blakes.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Lilliana Molek	Counsel to Canaccord Genuity Corp.	LMolek@polleyfaith.com

ENDORSEMENT OF JUSTICE FL MYERS:

1. The Chapter 11 proceedings for Bitcoin Depot Inc. and affiliates before the United States Bankruptcy Court for the Southern District of Texas, Houston Division, have previously been recognized by this court as foreign main proceedings.
2. I am asked to recognize three orders of the US Court today. The most consequential order approved the sale of assets including those of the Canadian debtor BitAccess Inc.
3. This court previously recognized the sale process established in the c.11 proceedings. There was no separate sale process for the Canadian companies. Ultimately only one of the three Canadian debtor companies whose assets were up for sale was sold. There was only one offer received for the assets.
4. The Foreign Representative and the Information Officer have provided evidence to establish that the US court dealt with issues much like our own *Soundair* principle and embodied in s. 36 of the *CCAA* governing the sales of assets in an insolvency proceeding.
5. The US Court concluded that the sales are fair and reasonable.
6. The Canadian debtors and their relationships with their creditors are within the scope of the US proceedings. All objections to the proposed orders in the US were resolved prior to the approval hearing. The orders that I am asked to enforce today were made on an unopposed basis therefore.
7. In my view, applying the principle of maximum cooperation and comity to foreign main proceedings readily leads me to make the approval order sought.
8. The sales process and outcome were specifically before the US Court. There is no indication of any concerns specific to the Canadian debtors or Canadian creditors. The Information Officer supports the motion as well.
9. The court is also inclined to make the vesting order sought to implement the sales agreement(s). This is a normal incident of insolvency sales procedures.

10. The Foreign Representative advises that it is no longer seeking approval for assignments of contracts on paying cure costs. I say nothing about the topic therefore.

11. The approval of the Fourth and Fifth Interim Cash Collateral orders including the date of the final hearing are routine. This court has already approved the third such order. There is no material change other than to the date of the final hearing before the US Court.

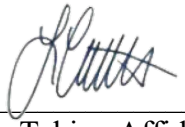
12. Order granted as asked.

FL Myers J.

Justice FL Myers

Digitally signed by Justice FL Myers
Date: 2026.07.22 12:37:34 -04'00'

This is Exhibit “C” referred to the in Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on August 7, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Lisbon in the Lisbon District in the Country of Portugal.



Commissioner for Taking Affidavits (or as may be)

LAURA CULLETON

LSO# 82428R

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)

CERTIFICATE OF PUBLICATION

I, Justin Lewenson, declare and state as follows:

I am employed by Kroll Restructuring Administration LLC, the claims, noticing, and solicitation agent for the Debtors in the above-captioned chapter 11 cases.

This Certificate of Publication includes a certification verifying that the *Notice of (A) Combined Hearing to Consider Final Approval of and Confirmation of the Combined Disclosure Statement and Plan, (B) Deadline for Filing Objections to Final Approval and Confirmation of the Combined Disclosure Statement and Plan, and (C) Other Relevant Information*, as conformed for publication, was published on July 2, 2026 in (i) the national edition of *The New York Times*, as described in the proof of publication attached hereto as **Exhibit A**, and (ii) *The Globe and Mail,* as described in the affidavit of publication attached hereto as **Exhibit B**.

Dated: July 7, 2026

/s/ Justin Lewenson
Justin Lewenson

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

Exhibit A

The New York Times Company

620 8th Avenue
New York, NY 10018
nytimes.com

PROOF OF PUBLICATION

July 2, 2026

I, Tami Bacon, in my capacity as a Principal Clerk of the Publisher of The New York Times, a daily newspaper of general circulation printed and published in the City, County, and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on.

7/2/2026, NY/NATW, pg B3

Tami Bacon

Sworn to me this 2nd day of July, 2026

Shannon Schmidt
Online Notary Public
State of New York
Nassau County
Commission #: 01SC0033223
Commission Expires: 01/28/2029

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

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

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

PLEASE TAKE NOTICE THAT on June 24, 2026, Bitcoin Depot Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the "***Debtors***") in the above-captioned cases, filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (as may be modified, amended, or supplemented, the "***Combined Disclosure Statement and Plan***") [Docket No. 329] pursuant to sections 1125 and 1126(b) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "***Bankruptcy Code***"). On June 25, 2026, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [Docket No. 332] (the "***Disclosure Statement Order***"): (a) scheduling a combined hearing (the "***Combined Hearing***") to consider approval and confirmation of the Combined Disclosure Statement and Plan; (b) setting a deadline by which parties must file objections to the adequacy of the Disclosure Statement and the confirmation of the Plan (the "***Objection Deadline***")[2] and a deadline for the Debtors to reply thereto and file a brief in support of approval and confirmation of the Combined Disclosure Statement and Plan (the "***Reply Deadline***"); (c) approving the form of the Solicitation Materials and Tabulation Procedures, including the forms of ballots; (d) conditionally approving the Combined Disclosure Statement and Plan; and (e) granting related relief. Copies of the Combined Disclosure Statement and Plan may be obtained free of charge by visiting the website maintained by the Debtors' claims, noticing and solicitation agent, Kroll Restructuring Administration LLC (the "***Solicitation Agent***"), at https://restructuring.ra.kroll.com/bitcoindepot. Copies of the Combined Disclosure Statement and Plan may also be obtained by calling the Solicitation Agent at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll).

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

Critical Information Regarding Voting on the Plan

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

Critical Information Regarding Objecting to the Plan or Disclosure Statement

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

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

Important Information Regarding Discharges, Injunctions, Exculpations, and Releases

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

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ECONOMY | POLICY

Fed Chair Embraces Traditions and Signals Shifts Ahead

FROM FIRST BUSINESS PAGE

beacon of stability for the world's largest economy and the financial system globally.

The centerpiece of Mr. Warsh's strategy is a set of task forces focused on five areas that he says are "central to the broad conduct of monetary policy." They include how the Fed communicates; its $6.7 trillion portfolio of government debt and mortgage-backed securities; the data sources it prioritizes; productivity trends and jobs; and the models and measures it uses to understand inflation.

Mr. Warsh will announce further details about the task forces in the next couple of weeks, according to people familiar with the matter. The goal is to wrap up work by year-end, after which policymakers will consider what reforms should be implemented and how. Each task force will be led by a few external people handpicked by Mr. Warsh. Select members of the Fed's staff will be dispatched to support them.

Mr. Warsh adopted a similar tactic when choosing his closest advisers. He brought in outsiders he has known for years from conservative economic policymaking circles. They include Paul Winfree, who worked in the first Trump administration and wrote the chapter on reforming the Fed for the Heritage Foundation's Project 2025 initiative, which has functioned as the president's blueprint in his second term. Mr. Warsh also hired Daniel Heil, a fellow focused on fiscal policy at Stanford's Hoover Institution.

Mr. Warsh has rounded out his team with two veteran Fed economists, Daniel Covitz and Eric Engstrom, who have both published extensive research on a range of core issues to the central bank. So far he has also kept all the division directors and senior staff in place.

Among staff and policymakers at the Fed, there is an apparent readiness to engage in what could be done differently. But a degree of defensiveness about the central bank's conduct under past leadership is also palpable. Perhaps more than anything, there is an overwhelming sense of uncertainty about how far and how quickly Mr. Warsh will seek to usher in changes and how success will ultimately be defined.



PEDRO ROCHA/REUTERS

Kevin M. Warsh, chairman of the Federal Reserve, and his wife, Jane Lauder, heading to the European Central Bank Forum, in Sintra, Portugal, on Wednesday.

A 'Price Stability' Pledge

Mr. Warsh's debut at June's policy meeting was telling. Procedurally, it followed the same structure as past gatherings. Staff held their regular briefings beforehand with policymakers, officials submitted a new slate of economic projections and rate forecasts as they do each quarter, the Fed released a policy statement alongside its rate decision, and Mr. Warsh held a news conference.

But in terms of substance, Mr. Warsh forged a new path.

The statement, which was unanimously supported by policymakers, was drastically scaled back in both length and content. Officials' names were stripped out. It streamlined the overview of the economic backdrop, removed any semblance of a signal about what the Fed might do next with interest rates and stipulated unequivocally that the central bank would "deliver price stability" — changes instigated by Mr. Warsh, according to the people familiar with the matter.

Emphasizing price stability was a deliberate choice, and the goal was to shore up the Fed's credibility after five years of missing its 2 percent inflation target, the people said. It also helped burnish Mr. Warsh's own credibility given appreciable skepticism before he took over about how he would manage President Trump's relentless demands for lower rates. Mr. Trump, who hosted Mr. Warsh's swearing-in ceremony at the White House, had previously said he would not select someone who did not agree with him.

"Price stability is a way of demonstrating independence because you typically associate it with a hawkish tilt to policy," said Donald Kohn, who served as vice chair of the central bank from 2006 to 2010, overlapping with Mr. Warsh's tenure as a Fed governor. Mr. Kohn warned that if inflation did not show tangible signs of retreating, Mr. Warsh would be under pressure to reinforce his pledge by raising rates.

Before rejoining the Fed, Mr. Warsh often remarked that he did not care about decimal-point values when it came to inflation, suggesting that he was comfortable with a rate somewhere around 2 percent rather than a precise target. But as chairman, he has felt a responsibility to make clear to the public that the Fed will not accept anything above 2 percent for the time being. To him, continuing to overshoot that level would not be consistent with price stability.

Mr. Warsh believes the Fed cannot immediately influence near-term inflation trends, which are often driven by price fluctuations in idiosyncratic items like oil, eggs or beef. What the Fed can instead determine, in his view, is the trajectory of future inflation. The policy choices the central bank makes are important in that regard, but so too is the perception that the Fed is seen as credible on its inflation commitment.

Financial markets have shifted since Mr. Warsh's first meeting in ways that have bolstered his confidence in his approach. Yields on U.S. government debt maturing in 10 years or more have fallen while measures of inflation expectations based on market activity have eased. At the same time, short-term Treasury yields have risen as traders have piled on bets that the Fed will raise rates this year, even as energy prices have dropped sharply in anticipation of an end to the war with Iran.

One complication for investors has been Mr. Warsh's refusal to signal where rates might be headed, otherwise known as forward guidance. He declined to submit his own forecasts as part of a set of projections released by the Fed in June. Half of the officials projected the central bank would raise rates at least once this year, while the other half estimated the Fed would keep rates steady or cut.

This lack of direction has led to widely divergent views across Wall Street about what the Fed might do next. Some see the potential for a rate increase in the coming months, which they say would help buttress Mr. Warsh's inflation-fighting credentials.

Others think that with inflation likely to ease in the second half of the year, there is no urgency to adjust rates. Many in this cohort think Mr. Warsh's earlier inclination toward rate cuts while jockeying for the chairmanship has also not evaporated entirely. With a path to lower borrowing costs all but closed given the ongoing surge in inflation, they believe he will settle for an extended hold.

The one view with broad consensus, however, is that volatility is likely to rise.

"Forward guidance reduces volatility in the short-term but it raises it in the long-term; taking it away is the reverse," said Stephen Miran, who in May stepped down as a Fed governor and has since rejoined Hudson Bay Capital, a hedge fund. He has also served as one of Mr. Trump's top economic advisers. "Markets don't know how you're going to respond," Mr. Miran continued, "but it reduces the odds of being wrong at turns. And being wrong at turns is what can lead to unnecessary recessions and inflation spikes."

Transformation Via Task Force

How transparent the Fed should be about its future moves will be a key component of the communications task force that Mr. Warsh has created. The range of issues could include the cadence and structure of the policy meetings themselves, the quarterly projections the Fed now publishes, and the timing and content of the minutes that are now released roughly three weeks after each gathering in addition to historical transcripts. The task force could also examine how often officials should speak between meetings and, for Mr. Warsh specifically, the frequency of the post-meeting news conference.

One potential line of inquiry is whether there are lessons to glean from other central banks like the Bank of England, which Mr. Warsh has cited as a model for encouraging more candid deliberations during policy meetings and a favorable approach to summarizing and disseminating records of those gatherings.

The topics covered will be unconstrained, reflecting the sweeping nature of the changes that Mr. Warsh is willing to consider. The degree of transformation depends largely on the task force.

A number of current and former Fed staffers, for example, balk at the idea that the central bank needs to radically rethink the data sources it uses. They say the central bank already monitors a plethora of private sector metrics that Mr. Warsh has often highlighted, in addition to official government statistics.

But when it comes to the Fed's balance sheet, there has already been a shift toward the idea that there are mechanisms to shrink it without disrupting markets.

An overarching concern is whether Mr. Warsh will furnish the task forces with only people inclined to ratify his long-held beliefs. Perhaps equally important as whom he selects is how Mr. Warsh socializes any proposals with his fellow officials on the Federal Open Market Committee, said William English, a Yale professor and a former director of the Fed's division of monetary affairs.

"Warsh has to manage a difficult balancing act," Mr. English said. "If the F.O.M.C. feels like its views aren't being considered or they don't respect the people on the task forces, they may well not support the conclusions."

Judges Block Student Loan Trump Policy On Forgiveness

By TARA SIEGEL BERNARD

Two federal courts struck down a Trump administration rule that would have allowed the Education Department to disqualify employers from participating in a student loan forgiveness program for public servants.

The rule had fulfilled an executive order issued last year, and appeared to target groups supporting undocumented immigrants, diversity initiatives or gender-affirming care for children under the age of 19, among others. The regulation could have pushed borrowers out of the program if their employers were deemed to be engaged in activities that had "a substantial illegal purpose."

Judge Myong J. Joun of Federal District Court in Massachusetts vacated the rule on Tuesday, just a day before it was scheduled to take effect. More than 22 states, along with several cities, counties, nonprofit employers and others, challenged the administration's new rule, arguing that it would allow the government to target employers that disagreed with its policies.

The judge found that the Trump administration had exceeded its authority, and noted that Congress had clearly described which types of workers were eligible for the Public Service Loan Forgiveness program, which was written into law in 2007. The program is open to government and nonprofit employees like schoolteachers, public defenders and librarians. After they make 120 qualifying payments in an income-driven repayment plan, which requires at least 10 years of service in qualifying jobs, any remaining balance is eliminated.

"The statute does not vest any discretionary authority in the secretary to disqualify employers (and consequently borrowers) or to alter unambiguous requirements set forth in . . . the repayment provision or the statutory definition of 'public service jobs,'" the judge wrote.

He concluded that the final rule "is contrary to law and promulgated in excess of statutory authority, is arbitrary and capricious, and violates the First Amendment."

In a separate case challenging the same regulation, Judge Amir H. Ali, of the U.S. District Court for the District of Columbia found the new rule unlawful, siding with several advocacy groups that filed a lawsuit in November.

Many public servants have staked their financial futures on the program, and being disqualified could have potentially upended their finances. More than one million people have received tens of billions of dollars in loan forgiveness under the program.

"This rule was clear overreach and has already harmed public service employers and workers across the country," said Winston Berkman-Breen, legal director at Protect Borrowers, which represented plaintiffs in one of the Massachusetts cases. "With today's decision, teachers, social workers, immigration attorneys and government employees can continue their important work without fear the federal government will punish them for their service."

Nicholas Kent, the under secretary of education, said in a statement that the department stood "behind this common-sense policy to ensure that taxpayer dollars are never used to subsidize illegal activities," and was evaluating next steps.

Fed's Warsh Says Inflation Poses Less Risk Than a Few Weeks Ago

By ESHE NELSON and COLBY SMITH

SINTRA, PORTUGAL — Kevin M. Warsh said inflation risks had eased in the weeks since he took over as chairman of the Federal Reserve, as he reiterated his pledge to deliver price stability after an extended period in which the central bank had missed its 2 percent target.

"Expectations of inflation over the first four weeks of this period, they've come down. Inflation risks have come down," Mr. Warsh said on Wednesday at the European Central Bank's annual gathering of international policymakers and economists in Sintra, Portugal.

Mr. Warsh spoke on a panel alongside Christine Lagarde, the president of the European Central Bank; Andrew Bailey, the governor of the Bank of England; and Tiff Macklem, who heads up the Bank of Canada.

Central bankers from around the world have been grappling with how to respond to the jump in inflation caused by higher energy prices from the war in Iran, as well as a boom in artificial intelligence that has stoked prices. A preliminary cease-fire deal between the United States and Iran recently sent oil prices back to prewar levels. Still, especially in the United States, measures of underlying inflation, which strip out volatile categories such as food and energy, remain high.

For policymakers, the difficult question is whether they need to raise interest rates to extinguish high inflation or can afford to be patient and wait for inflation to retreat on its own.

Mr. Warsh declined to say on Wednesday whether the Fed would consider raising rates at its next meeting, at the end of the month. This kept with his opposition to provide signals about where interest rates might be headed — known as "forward guidance." He has argued that it risks boxing the Fed in and making it slow to adjust course if the economic circumstances change.

Rather, Mr. Warsh emphasized the Fed's commitment to getting inflation back down to target.

"If there were people in households or the business sector or the financial markets who thought that this central bank was going to be comfortable with an inflation objective above 2 percent, well, I guess they'd be disappointed," he said.

"We're going to deliver price stability in the U.S.," Mr. Warsh added, noting that "the tactics, the strategy and the rest, that's still to come."

The comments from Mr. Warsh were the first with his international counterparts since he took over the Fed in May. At his first Fed policy meeting in mid-June, Mr. Warsh emphasized that he would usher in a "new chapter" at the central bank.

Ms. Lagarde has also said that forward guidance is no longer necessary and that European policymakers will react to economic data at each policy meeting. Central bankers have been adapting how they communicate in the face of heightened uncertainty after shocks — including President Trump's tariffs and the war in Iran — that make forecasting inflation even more challenging.

Less than two weeks ago, the European Central Bank raised interest rates for the first time in nearly three years on forecasts that inflation would stay uncomfortably high next year as well. But shortly after the decision, oil prices dropped as the United States and Iran said they would reopen the Strait of Hormuz, a vital waterway for the export of fuel and other commodities. Despite falling oil prices, Ms. Lagarde has defended the rate increase, arguing that the past four months of higher energy prices warranted a response.

Ms. Lagarde said the risks that inflation would rise much further and the economy weaken more had become more "broadly balanced" than they were a few weeks ago. Inflation was lower than expected in June, at 2.8 percent on average across the eurozone, data published Wednesday showed.

While inflation is also above the 2 percent target in Britain, the central bank there hasn't raised rates this year because of the "softening economy," Mr. Bailey said on the panel.

Mr. Macklem said Canada was in a similar situation — high inflation and a weakening economy — creating a "dilemma" for policymakers wary of raising rates too fast and adding a further drag on economic inactivity.

Broadly, investors have moderated their expectations of how much central banks will need to raise rates to push down inflation this year. Traders are betting that the Bank of England might raise interest rates once by the end of the year, having earlier expected up to three increases. The E.C.B. might raise one more time this year, markets imply.

For Fed officials, the challenge is whether higher interest rates will be necessary to make good on Mr. Warsh's promise to get inflation back to the Fed's 2 percent target after five years of overshooting it. Mr. Warsh did not submit a projection.

Mr. Warsh was asked about Mr. Trump's demands that the Fed lower rates, to which he affirmed the importance of the central bank's operating free of political meddling.

"We've been an independent central bank for a very long time and we're going to be an independent central bank at this moment and you're going to see no changes on that," Mr. Warsh said.

Eshe Nelson reported from Sintra, Portugal, and Colby Smith from New York.



SÉRGIO GARCIA/YOUR IMAGE FOR ECB

Christine Lagarde, the president of the European Central Bank, with Kevin M. Warsh, the chairman of the Federal Reserve, at the forum on Tuesday.

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)

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Exhibit B

AFFIDAVIT OF PUBLICATION

BITCOIN DEPOT

I Michael Anderson, of the City of Toronto, in the Province of Ontario, AFFIRM THAT:

1. I am employed by The Globe and Mail Inc. and my current job title is Advertising Service Representative

2. The Globe and Mail is a media organization with its head office in Toronto, Ontario. The Globe and Mail publishes and distributes a print edition newspaper from Monday to Saturday which is simultaneously printed in the cities of Montreal, Toronto, Winnipeg, Calgary, and Vancouver, and is generally distributed and circulated in the Provinces of Quebec, Ontario, Manitoba, Saskatchewan, Alberta and British Columbia.

3. The advertisement attached to my affidavit as Exhibit "A" is a true and correct copy and was published in the form attached to my affidavit in print editions of The Globe and Mail newspaper published on the following date(s): July 2, 2026

Michael Anderson

Michael Anderson

Affirmed before me at the City of Toronto, in the Province of Ontario on July 2, 2026

Fatima Brito Wilson

Fatima Brito Wilson,
a Commissioner, etc., Province of Ontario,
for The Globe and Mail Newspaper.
Expires November 19, 2028.

This is Exhibit "A" to the
Affidavit of Charlotte Young, affirmed before me
in the City of Toronto, in the Province of Ontario,
July 2, 2026

Fatima Brito Wilson

Fatima Brito Wilson,
a Commissioner, etc., Province of Ontario,
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Expires November 19, 2028.

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

Critical Information Regarding Objecting to the Plan or Disclosure Statement

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

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

Important Information Regarding Discharges, Injunctions, Exculpations, and Releases

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

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

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

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

Startup pitches cheaper artificial-intelligence solution

Together AI's growth is a testament to rising demand for open-source models

NIKO GALLOGLY



Together AI CEO Vipul Ved Prakash, from left, speaks with Mark Surman and Rolfe Winkler at the HumanX Conference in San Francisco in April. BIG EVENT MEDIA/GETTY IMAGES FOR HUMANX CONFERENCE

In recent weeks, two related developments have threatened to reshape the fast-moving artificial-intelligence boom: Companies using the most advanced AI tools have begun to balk at the cost, and new open-source models from China have become nearly as powerful as the proprietary technology from large U.S. labs.

For Vipul Ved Prakash, a co-founder and chief executive of Together AI, a startup specializing in open-source AI, that confluence creates a window of opportunity.

Company margins "are being eaten" by the costs of using closed models, such as those offered by OpenAI and Anthropic, Mr. Prakash said.

Executives have begun to push back against "tokenmaxxing" – tokens being the units of data used by AI models – while searching for solutions to keep expanding their use of the technology. As companies adopt open-source models, which can be used and modified freely, Together AI's business has surged.

The venture capital community has taken notice.

On Wednesday, Together AI announced an US$800-million funding round at an US$8.3-billion valuation, bringing its total funding to US$1.3-billion. The new round was led by Prosperity7 Ventures, the venture arm of Saudi Aramco, Saudi Arabia's state oil company, with participation from Nvidia, Vista Equity Partners, General Catalyst and others.

Mr. Prakash, a serial entrepreneur and former Apple executive, founded the San Francisco-based Together AI with four academics in 2022. The company's chief scientist, Tri Dao, wrote FlashAttention, a seminal algorithm for improving model speed, which is now a core part of Together AI's product.

Demand for Together AI's products is soaring. In the past year, the company has had a 10,000-fold increase in the number of tokens it processes per month. Last quarter, the annual rate of its revenue grew to US$1.2-billion.

Together AI's growth is a testament to rising demand for open-source models, many of which are made in China. In June, a Chinese startup, Z.ai, released an AI model with abilities similar to Anthropic's powerful Fable and Mythos models.

Some experts are worried about U.S. companies' adoption of Chinese open-source models. They cite concerns that the models are built by companies connected to the Chinese government and that developers have illicitly leveraged U.S. technology.

Despite those misgivings, the relatively low price of Chinese models is enticing. They can be one-fiftieth the cost to use compared with their U.S. counterparts on a per-token basis, according to a recent J.P. Morgan report.

Open-source processing on OpenRouter, an AI model marketplace, rose to 65 per cent in June from 34 per cent in January, according to a Citi analysis that Reuters reported. Microsoft, which helped foster the AI boom with its early investment in OpenAI, is considering hosting a version of DeepSeek, an open-source Chinese model, on its Copilot program.

Together AI helps give companies access to those cheaper open-source models to power their AI products. The company rents and buys AI computing chips and uses specialized software to run AI models faster and more efficiently for customers – a process called "inference."

The startup then offers hundreds of open-source models on those chips that can be tailored to a company's needs, removing a firm's need to hire an engineering team to do that on its own.

Ashwin Sreenivas, a co-founder of AI startup Decagon, said using Together AI had saved his company a "massive" amount. Decagon, which makes an AI customer service product, uses a mix of closed models from leading AI companies including OpenAI as well as open-source models from Together AI. Mr. Sreenivas estimated that tasks moved from closed models to Together AI cost one-fifth to one-seventh as much.

The demand for open-source models is surging as Anthropic and OpenAI gear up for major public offerings. "As they are going to the public markets, a lot of other companies are thinking of a future without them," said Mr. Prakash, Together AI's CEO.

Last week, The New York Times reported that OpenAI was considering delaying its offering, in part because of financial challenges.

Together AI plans to spend most of its newly raised capital on research and development. It's also leveraging some of its funding to build out more compute capacity. To do so, its investors are proving helpful, including by introducing Together AI "to the right people who might be looking at building more capacity," said Abhishek Shukla, a managing director at Prosperity7.

Competition among companies hosting open-source models is hot. Last month, Together AI's rival Baseten raised US$1.5-billion at a US$13-billion valuation. Another competitor, Cerebras, held an IPO in May and now has a market value of around US$50-billion.

Mr. Shukla believes that Together AI will try to follow suit. The company, he said, is "headed towards the public markets."

NEW YORK TIMES NEWS SERVICE

KROGER TO BUY GROCER GIANT EAGLE IN $1.65-BILLION DEAL

U.S. grocer **Kroger Co.** has reached a US$1.65-billion deal to buy regional supermarket chain Giant Eagle, it said on Wednesday, strengthening its presence in the Midwest and the Mid-Atlantic region. Its first transaction under chief executive Greg Foran is also the company's first major acquisition since its US$25-billion merger with Albertsons Cos. Inc. fell apart in 2024.

Family-owned Giant Eagle generates about US$9-billion in annual sales and operates 197 supermarkets and 11 standalone pharmacies across northern Ohio, western Pennsylvania, West Virginia, Maryland and Indiana.

"We evaluated the opportunity carefully, and the strategic fit is clear. Giant Eagle expands our reach into attractive adjacent markets," Mr. Foran said.

Shares of Cincinnati-based Kroger were down about 1 per cent in morning trade on Wednesday. The company has been battling intense competition from Walmart, Amazon and others as value-conscious consumers facing cost-of-living pressures seek cheaper essentials.

Giant Eagle did not run a formal auction and instead pursued a bilateral deal, engaging solely with Kroger, a source close to the matter said.

For Kroger, cost savings from the integration of Giant Eagle are seen as a pathway to price reductions, the source added.

Kroger has said it plans price cuts on thousands of items, funded partly by direct imports and better use of technology.

"This acquisition comes at a challenging time for traditional grocers," Consumer Edge analyst Michael Gunther said, adding that specialty banners such as Trader Joe's are outperforming and discounters including Aldi are pulling in trade-down traffic.

Giant Eagle's customer base skews to a more resilient older shopper, Gunther added.

Dealmaking in the consumer sector, including food, beverages, personal care, pet products and health, has been robust as companies consolidate to weather inflationary pressures, shifting consumer preferences and competition.

The deal consists of US$1.25-billion in cash and the assumption of about US$400-million of Giant Eagle's outstanding liabilities, Kroger said.

The retailer expects the deal to close in 2027 and add to adjusted profit in the second full year after completion.

REUTERS

Foreigners dump Asia stocks at record pace as AI winners get crowded

GAURAV DOGRA
ANKUR BANERJEE

Foreign investors sold Asian equities at the fastest pace in at least 16 years in the first half of 2026, as a blistering AI-driven rally forced them to trim their biggest winners in South Korea and Taiwan and hunt for laggards at a discount.

Overseas investors pulled a net US$137.36-billion from shares across South Korea, Taiwan, India, Indonesia, Thailand, Vietnam and the Philippines in the first six months of the year, the fastest six-month outflow in LSEG data going back to 2010.

South Korea and Taiwan bore the brunt, shedding US$70.8-billion and US$29.6-billion, respectively.

The exodus reflects investors grappling with the stunning rally in South Korean and Taiwanese markets as the KOSPI nearly doubled in the first half of the year while Taiwan stocks are up 62 per cent. But with the rally being driven by three major chipmakers, TSMC, Samsung and SK Hynix, it has spurred investors to cut their exposure to these winners amid their growing influence in indexes and to look for cheaper, under-the-radar markets in the region.

"Markets in Asia, there's only two markets and one sector that's outperforming, so at the end of the day, you have to get your balance right," said Joshua Crabb, head of Asia-Pacific equities at Robeco.

Analysts said the withdrawals were not a straightforward risk-off move, rather they pointed to currency hedging and benchmark rebalancing, where funds sell outperforming stocks to stave off concentration risks in their portfolios.

In June alone, foreign investors sold US$27.08-billion of regional equities, including US$12.63-billion from South Korea, US$8-billion from Taiwan and US$5.91-billion from India.

Bank of New York Mellon analysis showed mutual funds sold US$7.5-billion of South Korean equities, pension funds sold US$4.35-billion, while hedge funds accounted for a further US$1.87-billion.

The selling by long-only funds points to rebalancing and profit-taking, not a broad rejection of South Korea, BNY said.

The shift comes as investors question whether the strongest phase of the AI-led rally has passed. While demand for AI infrastructure remains strong, markets have become more cautious after sharp gains in semi-conductor and memory stocks.

The concentration risk is also forcing investors beyond the obvious AI winners, prompting fund managers to look down the supply chain and find better value in other parts of the region.

Mr. Crabb said Southeast Asia remained "very, very cheap" and had long-term structural tailwinds, though the near-term case for a strong overweight was less clear.

REUTERS

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LEGALS

QUEBEC SUPERIOR COURT
COURT FILE NO.: 500-11-067298-261

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ECOLOMONDO CORPORATION, ECOLOMONDO ENVIRONMENTAL (HAWKESBURY) INC., ECOLOMONDO ENVIRONMENTAL (CONTRECOEUR) INC., 9083-5018 QUÉBEC INC. AND ECOLOMONDO ADVANCED CARBON TECHNOLOGIES INC. ("ECOLOMONDO")

Take notice that, pursuant to the proceedings under the *Companies' Creditors Arrangement Act* ("**CCAA**") of Ecolomondo and under the supervision of the Quebec Superior Court (the "**Court**"), the Court-appointed Monitor is soliciting expressions of interest in connection with a potential sale of, or investment in, all or substantially all of the business and assets of the Ecolomondo (the "**Opportunity**"). Such solicitation is being conducted pursuant to a Court-approved sale and investment solicitation process (the "**SISP**").

On June 22, 2026, the Court granted an order approving, among other things, the SISP and directed the Monitor with assistance of KPMG Corporate Finance Inc. (the "**SISP Agent**") and in consultation with Export Development Canada, to implement the SISP.

Ecolomondo is a Canadian clean technology company focused on the commercialization of proprietary thermal decomposition technology for the recycling and recovery of end-of-life tires and the production of recovered carbon black, recovered oil, steel and other valuable by-products.

Interested parties who wish to participate in the SISP and pursue the Opportunity must submit a letter of interest to the Monitor and the SISP Agent by no later than **5:00 p.m. (prevailing Eastern Time) on Monday August 10, 2026**.

Information regarding the Opportunity will be provided to qualified bidders that execute a non-disclosure agreement on or before July 30, 2026, and provide the requisite disclosures under the SISP.

Copies of the SISP Order (including the Bidding Procedures) and all Court orders and application materials in Ecolomondo's CCAA proceedings are posted as they become available on the Monitor's website at: **kpmg.com/ca/ecolomondo**

All parties interested in the Opportunity are encouraged to contact the SISP Agent at:

Jan-Fryderyk Pleszczynski
Managing Director
jfp@kpmg.ca
+1 514 840 9459

Jean-Philippe Parent
Managing Director
jparent@kpmg.ca
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KPMG

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

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

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

PLEASE TAKE NOTICE THAT on June 24, 2026, Bitcoin Depot Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the "***Debtors***") in the above-captioned cases, filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (as may be modified, amended, or supplemented, the "***Combined Disclosure Statement and Plan***") [Docket No. 329] pursuant to sections 1125 and 1126(b) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "***Bankruptcy Code***"). On June 25, 2026, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [Docket No. 332] (the "***Disclosure Statement Order***"): (a) scheduling a combined hearing (the "***Combined Hearing***") to consider approval and confirmation of the Combined Disclosure Statement and Plan; (b) setting a deadline by which parties must file objections to the adequacy of the Disclosure Statement and the confirmation of the Plan (the "***Objection Deadline***")[2] and a deadline for the Debtors to reply thereto and file a brief in support of approval and confirmation of the Combined Disclosure Statement and Plan (the "***Reply Deadline***"); (c) approving the form of the Solicitation Materials and Tabulation Procedures, including the forms of ballots; (d) conditionally approving the Combined Disclosure Statement and Plan; and (e) granting related relief. Copies of the Combined Disclosure Statement and Plan may be obtained free of charge by visiting the website maintained by the Debtors' claims, noticing and solicitation agent, Kroll Restructuring Administration LLC (the "***Solicitation Agent***"), at https://restructuring.ra.kroll.com/bitcoindepot. Copies of the Combined Disclosure Statement and Plan may also be obtained by calling the Solicitation Agent at (844) 339-4117 (U.S./Canada, toll free) or +1 (332) 232-7827 (international, toll).

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

Critical Information Regarding Voting on the Plan

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

Critical Information Regarding Objecting to the Plan or Disclosure Statement

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

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

Important Information Regarding Discharges, Injunctions, Exculpations, and Releases

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

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

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

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

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This is Exhibit "D" referred to the in Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on August 7, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Lisbon in the Lisbon District in the Country of Portugal.



Commissioner for Taking Affidavits (or as may be)

LAURA CULLETON

LSO# 82428R

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

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

NOTICE OF FILING OF
SUPPLEMENT TO THE DEBTORS' FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION

PLEASE TAKE NOTICE that the above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***"), file this supplement (the "***Plan Supplement***") to the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 318] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "***Combined Disclosure Statement and Plan***"), filed in these Chapter 11 Cases on June 18, 2026.[2]

PLEASE TAKE FURTHER NOTICE that this Plan Supplement includes the following documents, as may be modified, amended, or supplemented from time to time in accordance with the Combined Disclosure Statement and Plan:[3]

Exhibit A Schedule of Retained Executory Contracts and Unexpired Leases

Exhibit B Schedule of Non-Contributed Assets

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Combined Disclosure Statement and Plan. The statements contained herein are summaries of the provisions contained in the Combined Disclosure Statement and Plan and do not purport to be precise or complete statements of all the terms and provisions of the Combined Disclosure Statement and Plan or documents referred to therein. To the extent there is a discrepancy between the terms herein and the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan shall govern and control.

[3] Parties are directed to visit the Debtors' case website at https://restructuring.ra.kroll.com/bitcoindepot to obtain copies of any subsequent modifications, amendments, or supplements to the documents set forth in the Plan Supplement.

Exhibit C	Schedule of Retained Causes of Action
Exhibit D	Liquidation Analysis
Exhibit E	Liquidation Trust Agreement
Exhibit F	Identity of and Proposed Compensation for the Liquidation Trustee
Exhibit G	Summary of Findings of the Investigation Subcommittee
Exhibit H	Identity of the Released Parties[4]

PLEASE TAKE FURTHER NOTICE that the Plan Supplement and any exhibits, appendices, supplements, or annexes to the Plan Supplement documents are incorporated into the Combined Disclosure Statement and Plan by reference and are a part of the Combined Disclosure Statement and Plan as if set forth therein. If the Combined Disclosure Statement and Plan is confirmed, the Plan Supplement will be approved as well.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Combined Disclosure Statement and Plan at the hearing scheduled for **August 10, 2026 at 1:00 p.m. (Central Time)** to be held virtually by video conference, before the Honorable Judge Christopher M. Lopez, United States Bankruptcy Judge (the "***Combined Hearing***").

PLEASE TAKE FURTHER NOTICE THAT the Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) in open court, at the Combined Hearing, or by an appropriate filing with the Court, and a notice of such adjourned date(s) will be filed on the docket in these Chapter 11 Cases and available on the electronic case filing docket and on the Debtors' case website at https://restructuring.ra.kroll.com/bitcoindepot.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Combined Disclosure Statement and Plan is **July 30, 2026, at 5:00 p.m. (Central Time)**. Any objections (each respectively, an "***Objection***") to confirmation of the Combined Disclosure Statement and Plan must (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party, the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors; and (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Combined Disclosure Statement and Plan that would resolve such objections. Objections must be filed with the Court and served so as to be **actually received** no later than **July 30, 2026, at 5:00 p.m. (Central Time)**. Objections must be served on: (a) counsel to the Debtors, Vinson & Elkins

[4] This document was previously filed at Docket No. 446 and is included herein for the convenience of the Court and other parties in interest.

LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman and 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036 Attn: David S. Meyer and Jessica C. Peet; (b) counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra; (c) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; (d) counsel to the Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: James H. Burbage and Emma Kari; and (e) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002. **Objections not timely filed and served in the manner set forth above may not be considered by the Court.**

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

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

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

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE COMBINED DISCLOSURE STATEMENT AND PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.

Dated: July 16, 2026
Houston, Texas

/s/ Paul E. Heath

VINSON & ELKINS LLP
Paul E. Heath (TX 09355050)
Sara Zoglman (TX 24121600)
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-and-

David S. Meyer (admitted *pro hac vice*)
Jessica C. Peet (admitted *pro hac vice*)
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Fax: 212.237.0100
Email: dmeyer@velaw.com
jpeet@velaw.com

Counsel to the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that on July 16, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sara Zoglman
One of Counsel

EXHIBIT A

Schedule of Retained Executory Contracts and Unexpired Leases

[*Forthcoming*]

EXHIBIT B

Schedule of Non-Contributed Assets

[*Forthcoming*]

Exhibit C

Schedule of Retained Causes of Action

Schedule of Retained Causes of Action

Except as otherwise released under Article IX of the Combined Disclosure Statement and Plan,[1] the Liquidation Trust shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action described below, in accordance with the Combined Disclosure Statement and Plan and the Plan Supplement, including, for the avoidance of doubt, the *Notice of Filing of Identity of the Released Parties* [Docket No. 446].

The inclusion or failure to include any Cause of Action or claim on this Schedule of Retained Causes of Action shall not be deemed an admission, denial, release, or waiver of any claims, demands, rights or Causes of Action that the Debtors or their Estates may hold against any Person or Entity. Nothing contained in the Combined Disclosure Statement and Plan shall be deemed to be a waiver or relinquishment of any Cause of Action, including any rights, claims, rights of setoff or recoupment, or other legal or equitable defenses that any Debtor had immediately before the Effective Date, except as to any Causes of Action that are otherwise released under the Combined Disclosure Statement and Plan, as provided in the Combined Disclosure Statement and Plan. No Person or Entity, including without limitation any Holders of Claims that vote to accept the Combined Disclosure Statement and Plan, should expect that the Debtors will not pursue any and all available claims and Causes of Action against them. On or after the Effective Date, the Liquidation Trust shall retain and be authorized to prosecute, pursue, compromise, settle, or otherwise dispose of the Retained Causes of Action, subject to applicable law.

The Liquidation Trustee shall have standing and authority to pursue any such retained claims, demands, rights, or Causes of Action, as appropriate, in accordance with the best interests of the Liquidation Trust. Except as otherwise provided herein, in accordance with and subject to any applicable law, the Debtors' inclusion or failure to include any Cause of Action on the Schedule of Retained Causes of Action shall not be deemed an admission, denial or waiver of any claims, demands, rights or Causes of Action that the Debtors or their Estates may hold against any Person or Entity. The Debtors intend to preserve all such claims, demands, rights, or causes of action as Retained Causes of Action (except to the extent any such claim or Cause of Action is specifically satisfied, settled, and released in the Combined Disclosure Statement and Plan).

The Debtors expressly reserve the right to alter, amend, remove, augment, supplement, or otherwise modify this Schedule of Retained Causes of Action if any, at any time in accordance with the terms of the Combined Disclosure Statement and Plan.

Notwithstanding the foregoing or anything to the contrary herein or in the Combined Disclosure Statement and Plan, the Debtors shall not retain any claims or Causes of Action (whether or not described herein) that are otherwise released under the Combined Disclosure Statement and Plan. The inclusion or omission of any explanatory parenthetical, or the specific exclusion of any Person or Entity or inclusion of a Released Party with respect to any specific

[1] Capitalized terms used herein shall have the meanings ascribed to such terms in the Combined Disclosure Statement and Plan.

claim or Cause of Action detailed herein shall not, under any circumstance, limit, abridge, or derogate the foregoing, and the provisions of this paragraph shall govern in all respects.

For the avoidance of doubt, the following specific types of Causes of Action are indicative, but are in no way exclusive, of the Causes of Action retained in connection with the Combined Disclosure Statement and Plan, the failure to list any specific Cause of Action shall not be a bar and shall not have any impact on the rights of the Debtors or the Liquidation Trustee to bring any Cause of Action not otherwise expressly released under the Combined Disclosure Statement and Plan or any other order of the Court, and no Entity (other than the Released Parties) may rely on the absence of a specific reference in the Combined Disclosure Statement and Plan to any claims or Causes of Action against it as any indication that the Debtors or the Liquidation Trust, as applicable, will not pursue any and all available claims or Causes of Action of the Debtors against it:

Causes of Action Related to Affiliates and Investors

All Causes of Action arising from or relating to any Affiliate's or investor's (including, for the avoidance of doubt, any Affiliate or investor who is a Non-Released Party) breach of contract, tortious interference with business relationships, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, tortious interference with prospective economic advantage, unjust enrichment, corporate waste, breach of the implied covenant of good faith and fair dealing, and similar theories, including with respect to unauthorized diversion of business opportunities from the Debtors.

Causes of Action Related to Taxes

All Causes of Action based upon, or related to, in whole or in part, any and all tax or tariff obligations to which any Debtor is or may become a party in the ordinary course of business or pursuant to which any Debtor has or may obtain any rights whatsoever, whether past, present, or future, including against or related to all Persons and Entities that owe or that may in the future owe money to any Debtor in connection with any claims in the ordinary course related to the Debtors' taxes, credits, overpayments, recoupments, or offsets.

Causes of Action Related to Avoidance Actions

Unless otherwise released by the Combined Disclosure Statement and Plan, the Debtors or Liquidation Trustee (as applicable) expressly reserve all avoidance and recovery actions or remedies that may be brought on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 544, 547, 548, 550, 551, 552, or 553 of the Bankruptcy Code. For the avoidance of doubt, no such Causes of Action against any of the Released Parties are Retained Causes of Action.

Causes of Action Related to Contracts, Leases, and Liens

All Causes of Action (a) arising under any Executory Contracts or Unexpired Leases retained by the Debtors on the Effective Date and (b) against any vendor, supplier of goods or services, or customer of any Debtor for (i) overpayments, back charges, duplicate payments,

improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff, (ii) wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations, (iii) failure to fully perform or to condition performance on additional requirements under any contract with any Debtor before the assumption or rejection, if applicable, of such contract, (iv) payments, deposits, holdbacks, reserves, or other amounts, (v) any liens, including mechanics', artisans', materialmens', possessory, or statutory liens held by any one or more of the Debtors, (vi) counter-claims and defenses related to any contractual obligations, (vii) any turnover actions arising under section 542 or 543 of the Bankruptcy Code, and (viii) unfair competition, interference with contract, or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims.

Causes of Action Related to Accounts Receivable and Accounts Payable and Other Commercial Causes of Action

All commercial Causes of Action against any Entity arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed.

Causes of Action Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

All Causes of Action against any creditor, lessor, utility, supplier, vendor, landlord, sub lessee, assignee, or other Person or Entity based upon, in whole or in part, any and all payments, postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral owed by such creditor, lessor, utility, supplier, vendor, landlord, sub-lessee, assignee, or other Person or Entity.

Causes of Action Related to Adversarial Proceedings and Potential Adversarial Proceedings, Including Claims, Defenses, Cross-claims, and Counterclaims

All Causes of Action against any Person or Entity (excluding, for the avoidance of doubt, a Released Party) to which any Debtor is party or may in future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regulatory or non-regulatory, including, without limitation, all actual or potential (a) contract and tort actions that may exist or may subsequently arise, (b) actions relating to environmental and product liability matters, and (c) actions arising out of, or relating to, the Debtors' intellectual property rights.

For the avoidance of doubt, nothing herein shall be read as an admission as to the validity or allowance of any claim against any Debtor, and any and all claims against the Debtors that may be identified herein shall be treated in accordance with the Combined Disclosure Statement and Plan and the Bankruptcy Code and the Debtors reserve any and all defenses, affirmative defenses, counterclaims, and cross claims regarding any claim, motion, or application asserted against the Debtors in connection with these Chapter 11 Cases or regarding any pending litigation to which the Debtors are a party.

Causes of Action Related to Insurance

All Causes of Action arising from or relating to any insurance policies, insurance contracts, or other insurance arrangements of the Debtors, including, without limitation, any rights to coverage, indemnification, reimbursement, or defense costs, and any claims against insurers, insurance carriers, brokers, or other related parties arising under or in connection with such policies or arrangements, including for breach of contract, declaratory relief, or other applicable legal or equitable theories.

Additional and Related Causes of Action

In addition to the specific categories identified above, the Retained Causes of Action include any and all claims and Causes of Action arising from or relating to the same transactions, occurrences, conduct, omissions, relationships, or subject matter described above, including any claims that are derivative of, ancillary to, based upon, or reasonably related to the foregoing, whether known or unknown, matured or unmatured, fixed or contingent, asserted or unasserted, and whether arising under the Bankruptcy Code, state law, federal law, or otherwise.

For the avoidance of doubt, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Combined Disclosure Statement and Plan or by order of the Bankruptcy Court.

Causes of Action Related to Litigation and Potential Litigation

Unless otherwise released by the Combined Disclosure Statement and Plan, the Debtors or Liquidation Trustee (as applicable) expressly reserve all claims and Causes of Action against, or related to, all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, including BUT NOT LIMITED TO any rights, defenses, claims, counterclaims, causes of action, rights of offset, or rights to recoupment that the Debtors and the Liquidation Trustee may have related to any previously filed lawsuits where a Debtor is a defendant or claims exist against the Debtor, including, for the avoidance of doubt: (a) all Causes of Action arising from or relating to the proceeding filed by the Debtors against UAB Nuvei, (b) all Causes of Action arising from or relating to the transfer by an unauthorized actor of approximately 50.903 Bitcoin from Debtor-controlled wallets, which transfer was discovered by the Debtors on March 23, 2026, (c) all Causes of Action arising from or related to the proceedings filed by the Debtors against Greg Gillen, and (d) all Causes of Action arising from or relating to the arbitration by Mohammed Adham against certain of the Debtors.

Causes of Action Against Former Officers of the Debtors

The Debtors or Liquidation Trustee (as applicable) expressly reserve all claims and Causes of Action of the Debtors or their Estates not released under the Combined Disclosure Statement and Plan against any Person or Entity who was a former officer (or, with respect to any Non-Released Parties, a former director) of any of the Debtors as of the Petition Date, solely in his or

her capacity as such, including BUT NOT LIMITED TO claims and Causes of Action related to or based in whole or in part upon (a) any act or omission that constitutes breach of trust or breach of fiduciary duty, including the duties of care, loyalty, good faith, disclosure, candor, and oversight, (b) aiding and abetting breach of fiduciary duty, (c) under and pursuant to any of the D&O Liability Insurance Policies (including for bad faith), or (d) any other negligent, reckless or intentional misconduct that are not otherwise released, settled, or waived prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court (other than the Confirmation Order). Any such Causes of Action will constitute Liquidation Trust Assets and will be assigned to the Liquidation Trust on the Effective Date in accordance with the Combined Disclosure Statement and Plan.

Reservation of Rights to Amend

The Debtors reserve all rights to amend, revise, or supplement this Exhibit C to the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Combined Disclosure Statement and Plan or by order of the Bankruptcy Court.

EXHIBIT D

Liquidation Analysis

[*Forthcoming*]

Exhibit E

Liquidation Trust Agreement

LIQUIDATION TRUST AGREEMENT AND DECLARATION OF TRUST

This Liquidation Trust Agreement and Declaration of Trust (the "Agreement"), dated as of [*], 2026, is made by and among Bitcoin Depot Inc., BCD Merger Sub LLC, Bitcoin Depot Operating LLC, BT HoldCo LLC, BTM International Holdings 1 LLC, BTM International Holdings II LLC, Cash Ramp LLC, Digital Gold Ventures Inc., Express Vending Inc., Intuitive Software LLC, Kiosk Holdco LLC, Kiosk Technicians, LLC, Kutt, Inc., Lux Vending Kiosk, LLC, MCA Services Group, LLC, Mintz Assets, Inc., BitAccess Inc., debtors and debtors in possession (collectively, the "Debtors"), and [*] (the "Trustee," and together with the Debtors, each, a "Party" and collectively, the "Parties").

RECITALS

1. On May 17 and 18, 2026, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), and their Chapter 11 Cases are being jointly administered as *In re Bitcoin Depot Inc., et al.*, Case No. 26-90528 (CML).

2. On May 28, 2026, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed the Official Committee of Unsecured Creditors [Docket No. 101] (the "Committee").

3. On June 24, 2026, the Debtors filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 328] (as may be amended, supplemented, or modified from time to time, the "Plan").

4. On June 25, 2026, the Bankruptcy Court entered the *Order (I) Scheduling A Combined Hearing; (II) Establishing Objection Deadlines; (III) Approving the Solicitation Materials and Tabulation Procedures; (IV) Conditionally Approving the Combined Disclosure*

Statement and Plan; and (V) Granting Related Relief [Docket No. 332] (the "Conditional Approval and Procedures Order").[1]

5. On [*], 2026, the Bankruptcy Court entered an order ("Confirmation Order") (Docket No. [*]) confirming the Plan, which became effective on [*] ("Effective Date").

6. Article V of the Plan provides for the creation of the Liquidation Trust ("Trust") on the Effective Date of the Plan.

7. The Trust is established for the benefit of Holders of Allowed Class 5 General Unsecured Claims and, if applicable, Holders of Allowed Equipment Financing Agreement Claims, in each case entitled to distributions under the Plan (collectively, the "Liquidation Trust Beneficiaries").

8. The Trust is established for the purpose of collecting, holding, administering, distributing, and liquidating the Liquidation Trust Assets ("Trust Assets") for the benefit of the Liquidation Trust Beneficiaries in accordance with the terms and conditions of this Agreement, the Plan, and the Confirmation Order, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

9. Pursuant to the Plan, the Debtors, Trust, Trustee, and Liquidation Trust Beneficiaries are required to treat, for all federal income tax purposes, the transfer of the Trust Assets to the Trust as a transfer of the Trust Assets by the Debtors to the Liquidation Trust Beneficiaries in satisfaction of their Allowed Claims, followed by a transfer of the Trust Assets by the Liquidation Trust Beneficiaries to the Trust in exchange for the Liquidation Trust Interests

[1] A capitalized term used but not defined herein shall have the meaning ascribed to it in the Conditional Approval and Procedures Order, the Plan (as defined herein), or the Confirmation Order (as defined herein), as applicable.

provided for herein, and to treat the Liquidation Trust Beneficiaries as the grantors and owners of the Trust for federal income tax purposes.

10. Pursuant to the Plan, the Trust is intended for federal income tax purposes (i) to be treated as a grantor trust within the meaning of sections 671 through 679 of the Internal Revenue Code of 1986, as amended ("IRC"), and also (ii) to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d).

11. In accordance with the Plan, the Trust is further intended to be exempt from the requirements of (i) pursuant to section 1145 of the Bankruptcy Code, the Securities Exchange Act of 1933, as amended, and any applicable state and local laws requiring registration of securities, and (ii) the Investment Company Act of 1940, as amended, pursuant to sections 7(a) and 7(b) of that Act and section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the promises, and the mutual covenants and agreements of the Parties contained in the Plan and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties agree and declare as follows:

DECLARATION OF TRUST

The Debtors and the Trustee enter into this Agreement to effectuate the distribution of the Trust Assets to the Liquidation Trust Beneficiaries pursuant to the Plan and the Confirmation Order;

Pursuant to Article V of the Plan and section 2.3.2 of this Agreement, on the Effective Date, all the Liquidation Trust Assets shall automatically be transferred to and vest in the Trust free and clear of all Claims, Liens, Interests, encumbrances, charges, and other interests, except as

otherwise provided in the Plan or the Confirmation Order, and shall comprise Liquidation Trust Assets for all purposes;

TO HAVE AND TO HOLD unto the Liquidation Trustee and its successors in trust; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the Liquidation Trust Assets and all other property held from time to time by the Trust under this Agreement and any proceeds thereof and earnings thereon (collectively, "Trust Assets") are to be held by the Trust and applied on behalf of the Trust by the Trustee on the terms and conditions set forth herein and the Plan, solely for the benefit of the Liquidation Trust Beneficiaries, and as more fully set forth in the Plan and this Agreement, for no other party.

ARTICLE I

RECITALS, PLAN DEFINITIONS, OTHER DEFINITIONS, INTERPRETATION, AND CONSTRUCTION

1. Recitals. The Recitals are incorporated into and made terms of this Agreement.

2. Definitions. All terms used in this Agreement but not defined herein shall have the meanings set forth in the Plan or as otherwise set forth herein.

3. Conflict Among Plan Documents. In the event of any inconsistency between the Plan, the Confirmation Order, and this Agreement, the Confirmation Order shall control. In the event of an inconsistency between the Plan and this Agreement, this Agreement shall control.

ARTICLE II

ESTABLISHMENT OF TRUST

2.1 Effectiveness of Agreement; Name of Trust. This Agreement shall become effective on the Effective Date. The Trust shall be officially known as the "Bitcoin Depot Liquidation Trust."

2.2 Purpose of Trust. The Debtors and the Trustee, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby create the Trust for the primary purpose of collecting, holding, administering, distributing and liquidating the Trust Assets for the benefit of the Liquidation Trust Beneficiaries in accordance with the terms and conditions of this Agreement and the Plan, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

2.3 Transfer of Trust Assets.

2.3.1 Conveyance of Trust Assets. Pursuant to the Plan, the Debtors hereby grant, release, assign, transfer, convey and deliver, on behalf of the Liquidation Trust Beneficiaries, the Trust Assets to the Trust as of the Effective Date (including, for the avoidance of doubt, the Retained Causes of Action and the Liquidation Trust Funding) in trust for the benefit of the Liquidation Trust Beneficiaries, which shall comprise Trust Assets for all purposes and shall be administered and applied as specified in this Agreement and the Plan. After the Effective Date, neither the Debtors nor any third party shall have any interest in the Liquidation Trust Assets except as expressly set forth in the Plan or the Confirmation Order. The Debtors shall, from time to time, as and when reasonably requested by the Trustee, execute and deliver or cause to be executed and delivered all such documents (in recordable form where necessary or appropriate) and the Debtors shall take or cause to be taken such further action as the Trustee may reasonably deem necessary or appropriate, to vest or perfect in the Trust or confirm to the Trustee title to and possession of the Trust Assets. The Trustee shall have no duty to arrange for any of the transfers contemplated under this Agreement or by the Plan or to ensure their compliance with the terms of

the Plan, and/or the Confirmation Order, and shall be conclusively entitled to rely on the legality and validity of such transfers.

2.3.2 Title to Trust Assets. Pursuant to the Plan, all of the Debtors' right, title and interest in and to the Trust Assets, including all such assets held or controlled by third parties, are immediately, automatically, and irrevocably vested in the Trust on the Effective Date and shall comprise Trust Assets for all purposes, free and clear of all Claims, Liens, Interests, encumbrances, charges, and other interests, except as otherwise provided in the Plan or the Confirmation Order, and such transfer is on behalf of the Liquidation Trust Beneficiaries to establish the Trust. The Trust shall be authorized to obtain possession or control of, liquidate, and collect all of the Trust Assets in the possession or control of third parties, pursue, settle and/or sell the Retained Causes of Action, and assert and/or exercise any and all rights of setoff and recoupment and defenses of the Debtors or their Estates to any counterclaims that may be asserted by any and all defendants as to the Retained Causes of Action or Holders of Disputed Claims. Without limiting the generality of the foregoing, the Trust shall have the right to invoke section 542 of the Bankruptcy Code to pursue turnover of Trust Assets. On the Effective Date, the Trust shall be substituted for the Debtors for all purposes with respect to the Trust Assets and administration of Claims and Interests. To the extent any law or regulation prohibits the transfer of ownership of any of the Trust Assets from the Debtors to the Trust and such law is not superseded by the Bankruptcy Code, the Trust's interest shall be a lien upon and security interest in such Trust Assets, in trust, nevertheless, for the sole use and purposes set forth in section 2.2, and this Agreement shall be deemed a security agreement granting such interest thereon without need to file financing statements or mortgages. By executing this Agreement, the Trustee on behalf of the Trust hereby accepts all of such property

as Trust Assets, to be held in trust for the Liquidation Trust Beneficiaries, subject to the terms of this Agreement and the Plan.

2.3.3 Equity and Other Ownership Interests. To the extent that Trust Assets consist of or include any equity, membership, or other ownership interest in any Person (including, without limitation, (a) equity or membership interests in a Debtor entity that is not subject to a Dissolution Transaction, (b) equity interests in any Non-Debtor Affiliate (as defined in the Plan), and (c) any equity interest arising from the Liquidation Trustee's election to convert an Intercompany Claim to equity, or to Reinstate, contribute, or otherwise address an Intercompany Interest, pursuant to Article IV.B.6 or IV.B.8 of the Plan), the Trustee shall hold such interest solely for the limited purpose of completing the Wind Down of, and effectuating the dissolution or liquidation of, the applicable Person, in furtherance of, and consistent with, the liquidating purpose of the Trust, and with no objective to continue or engage in the conduct of a trade or business through any such Person except to the extent reasonably necessary to, and consistent with, such liquidating purpose. The Trustee shall use reasonable efforts to complete the Wind Down of, and dissolve or liquidate, each such Person as promptly as practicable.

2.4 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

2.5 Cooperation of the Debtors. Prior to the Effective Date, the Debtors shall, at the cost and expense of the Debtors, and on or after the Effective Date, the Debtors shall, at the sole

cost and expense of the Trust (which shall, in each case, constitute Liquidation Trust Expenses hereunder), use commercially reasonable efforts to preserve (including through device imaging) and provide to the Trust the following: (a) all documents, communications, and other information (or copies thereof) (collectively, "Information") provided to Debevoise & Plimpton LLP in connection with the Investigation Subcommittee's investigation, as well as complete and unredacted versions of the reports prepared by the Investigation Subcommittee and/or its counsel (which unredacted reports may be provided to the Trustee and the members of the Liquidation Trust Oversight Board on a confidential basis); (b) all Information produced, or that is otherwise ready to be produced, by the Debtors in discovery in the Chapter 11 Cases; and (c) such other Information relating to the Retained Causes of Action in the possession, custody, and control of the Debtors that the Debtors and the Trust may agree upon after conferring in good faith; provided that the Debtors shall preserve all Information subject to existing litigation holds, which shall remain in effect; provided, further, that, notwithstanding anything to the contrary herein, the Debtors shall not be required to (i) incur any liability for any fees or expenses (including any indemnification obligations) that may result from any such preservation or production, and any documented costs and expenses incurred by the Debtors in connection therewith shall be borne or promptly reimbursed by the Trust (which shall, in each case, constitute Liquidation Trust Expenses hereunder), or (ii) take any action in connection with the Debtors' cooperation obligations under this section that the Debtors reasonably determine would harm the merits of, create defenses to, or otherwise prejudice the Trust Assets, including the Retained Causes of Action, following good-faith consultation and coordination between the Debtors and the Trustee, or subject to any further court order requiring production. The Debtors shall transfer all Information to the Trust on the

Effective Date. The Debtors shall arrange for the Trustee to receive an updated Claims Register from the Claims and Noticing Agent within thirty (30) days after the Effective Date.

2.6 No Retention of Excess Cash. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the Trust or Trustee retain cash or cash equivalents in excess of a reasonable amount to meet Claims, expenses, and contingent liabilities or to maintain the value of the Trust Assets during liquidation other than reserves established pursuant to sections 3 and/or 4.1.2 of this Agreement, and shall distribute all amounts not required to be retained for such purposes to the Liquidation Trust Beneficiaries as promptly as reasonably practicable, but in all events at least annually, in accordance with the Plan and this Agreement.

2.7 Acceptance by Trustee. The Trustee accepts its appointment as Liquidation Trustee of the Trust.

ARTICLE III

ADMINISTRATION OF TRUST

3.1 Rights, Powers, and Privileges of Trustee Generally. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, as of the date that the Trust Assets are transferred to the Trust and become Trust Assets, the Trustee on behalf of the Trust may control and exercise authority over the Trust Assets, over the acquisition, management and disposition thereof, and over the management and conduct of the affairs of the Trust. In administering the Trust Assets, the Trustee shall endeavor not to unduly prolong the Trust's duration, with due regard that undue haste in the administration of the Trust Assets may fail to maximize value for the benefit of the Liquidation Trust Beneficiaries and otherwise be imprudent and not in the best interests of the Liquidation Trust Beneficiaries.

3.2 Power to Contract. In furtherance of the purpose of the Trust, and except as otherwise specifically restricted in the Plan, Confirmation Order, or this Agreement, the Trustee shall have the right and power on behalf of the Trust, and also may cause the Trust, to enter into any covenants or agreements binding the Trust, and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Trustee to be consistent with and advisable in furthering the purpose of the Trust, including without limitation, with respect to the Retained Causes of Action.

3.3 Ultimate Right to Act Based on Advice of Counsel or Other Professionals. Nothing in this Agreement shall be deemed to prevent the Trustee from taking or refraining to take any action on behalf of the Trust that, based upon the advice of counsel or other professionals, the Trustee determines it is obligated to take or to refrain from taking in the performance of any duty that the Trustee may owe the Liquidation Trust Beneficiaries or any other Person under the Plan, Confirmation Order, or this Agreement.

3.4 Powers of Trustee. Without limiting the generality of the above section 3.1, in addition to the powers granted in the Plan, the Trustee shall have the power to take the following actions on behalf of the Trust and any powers reasonably incidental thereto that the Trustee, in its reasonable discretion, deems necessary or appropriate to fulfill the purpose of the Trust, unless otherwise specifically limited or restricted by the Plan, the Confirmation Order, or this Agreement:

3.4.1 hold legal title to the Trust Assets and to any and all rights of the Debtors and the Liquidation Trust Beneficiaries in or arising from the Trust Assets;

3.4.2 receive, maintain, conserve, supervise, prosecute, collect, settle, manage, adjust, invest, protect, enforce and where appropriate, cause the Trust to abandon the Trust Assets,

including causing the Trust to invest any moneys held as Trust Assets in accordance with the terms of section 3.7 hereof;

3.4.3 open and maintain bank accounts on behalf of or in the name of the Trust;

3.4.4 cause the Trust to enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order, or this Agreement, and to perform all obligations thereunder;

3.4.5 collect and liquidate all Trust Assets, including the sale of any Trust Assets;

3.4.6 protect and enforce the rights to the Trust Assets (including the Retained Causes of Action) vested in the Trust and Trustee by this Agreement by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

3.4.7 investigate any Trust Assets including, but not limited to, the Retained Causes of Action, review, reconcile, compromise, settle, or object to Claims of any kind, and cause the Trust to seek the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004;

3.4.8 cause the Trust to employ or retain professionals, a Disbursing Agent, and other agents, independent contractors and third parties pursuant to this Agreement and pay the reasonable compensation thereof;

3.4.9 cause the Trust to pay all of its lawful expenses, debts, charges, taxes and other liabilities, and make all other payments relating to the Trust Assets, solely out of Trust Assets;

3.4.10 cause the Trust to review, reconcile, prosecute, enforce, collect, compromise, settle, abandon or elect not to pursue all Disputed Claims and the Retained Causes of Action;

3.4.11 calculate, authorize and make all distributions to the Holders of Allowed Claims as provided for in, or contemplated by, the Plan and this Agreement;

3.4.12 establish, adjust, and maintain a reserve for Disputed Claims ("Disputed Claims Reserve");

3.4.13 cause the Trust to withhold from the amount distributable to any Person the maximum amount needed to pay any tax or other charge that the Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld from such distribution under the income tax or other laws of the United States or of any state or political subdivision thereof;

3.4.14 in reliance upon the Debtors' Schedules and the official Claims Register maintained in these Chapter 11 Cases, review, and where appropriate, cause the Trust to allow or object to Claims, and supervise and administer the Trust's commencement, prosecution, settlement, compromise, withdrawal or resolution of all objections to Disputed Claims required to be administered by the Trust;

3.4.15 in reliance upon the Debtors' Schedules and the Claims Register maintained in these Chapter 11 Cases, maintain a register evidencing the Liquidation Trust Interest herein held by each Liquidation Trust Beneficiary and, in accordance with section 3.8 of this Agreement, such register may be the official Claims Register maintained in these Chapter 11 Cases;

3.4.16 cause the Trust to make all tax withholdings, file tax information returns, file and prosecute tax refund claims, make tax elections by and on behalf of the Trust, and file tax returns for the Trust as a grantor trust under IRC section 671 and Treasury Income Tax Regulation section 1.671-4 pursuant to and in accordance with the Plan and Article VII hereof, and pay taxes, if any, payable for and on behalf of the Trust, provided, however, nothing contained herein shall

provide the Trustee with authority or responsibility to file any tax returns for the Debtors' estates, nor shall the Trust or the Trustee have any responsibility or liability in any capacity whatsoever for the filing of the Debtors' income tax returns for any period either prior to or after the Effective Date;

3.4.17 cause the Trust to abandon or donate to a qualified section 501(c)(3) of the Tax Code charitable organization any Trust Assets that the Trustee determines to be too impractical to distribute to Liquidation Trust Beneficiaries or of inconsequential value to the Trust and Liquidation Trust Beneficiaries;

3.4.18 cause the Trust to send annually to Liquidation Trust Beneficiaries, in accordance with the tax laws, a separate statement stating a Liquidation Trust Beneficiary's interest in the Trust and its share of the Trust's income, gain, loss, deduction or credit, and to instruct all such Liquidation Trust Beneficiaries to report such items on their federal tax returns;

3.4.19 cause the Trust to seek a determination of tax liability or refund under section 505 of the Bankruptcy Code;

3.4.20 cause the Trust to establish such reserves for taxes, assessments and other expenses of administration of the Trust as may be necessary and appropriate for the proper operation of matters incident to the Trust;

3.4.21 cause the Trust to purchase and carry all insurance policies that the Trustee deems reasonably necessary or advisable and to pay all associated insurance premiums and costs;

3.4.22 undertake all administrative functions of the Trust, including overseeing the winding down and termination of the Trust;

3.4.23 exercise, implement, enforce, and discharge all of the applicable and relevant terms, conditions, powers, duties, and other provisions of the Plan, the Confirmation Order, and this Agreement; and

3.4.24 take all other actions consistent with the provisions of the Plan that the Trustee deems reasonably necessary or desirable to administer the Trust.

3.5 Exclusive Authority to Pursue the Retained Causes of Action. The Trust shall have the exclusive right, power, and interest to review, reconcile, enforce, collect, compromise, settle, or elect not to pursue the Retained Causes of Action. The Trust, acting by and through the Trustee, shall be the sole representative of the Estates under section 1123(b)(3) of the Bankruptcy Code with respect to the Retained Causes of Action. The Trust shall be vested with, and the Trust and Trustee shall be entitled to assert, all setoffs, and defenses of the Debtors or the Trust to any counterclaims that may be asserted by any defendant with respect to the Retained Causes of Action. The Trust shall also be vested with, and the Trust and Trustee shall be entitled to assert, all of the Debtors' and the Estates' rights with respect to any such counterclaims under section 558 of the Bankruptcy Code. To the extent the Trustee determines, in its reasonable business judgment, that the Retained Causes of Action should be sold, any sale by the Trust of any Retained Causes of Action shall be either (A) pursuant to a reasonable auction, or (B) on terms that are commercially reasonable. Moreover, any settlement by the Trustee of any of the Retained Causes of Action shall be on terms the Trustee determines, in its reasonable business judgment, to be fair and reasonable, subject to any approval of the Liquidation Trust Oversight Board required under this Agreement.

3.6 Abandonment. Notwithstanding the foregoing, if, in the Trustee's reasonable discretion, any Trust Asset is determined to be of de minimis value or burdensome to the Trust or its Liquidation Trust Beneficiaries, the Trustee shall have the right to cause the Trust to abandon

or otherwise dispose of such property, including by donation of such property to a qualified section 501(c)(3) of the Tax Code charitable organization, pursuant to the procedures set forth in the Plan.

3.7 Responsibility for Administration of Claims. From and after the Effective Date, the Trust shall become responsible for administering and paying distributions to the Holders of Allowed Claims. The Trust, acting by and through the Trustee, shall have the exclusive right to object to the allowance of any Claim on any ground, to file, withdraw or litigate to judgment objections to Claims, to settle or compromise any Disputed Claims without any further notice to or action, order or approval by the Bankruptcy Court, and to assert all defenses of the Debtors and their Estates except where such Claim is expressly allowed under the Plan or Confirmation Order. The Trust, acting by and through the Trustee, shall also be entitled to assert all of the Debtors' and the Estates rights under, without limitation, section 558 of the Bankruptcy Code, and may seek estimation of any Claims under and subject to section 502(c) of the Bankruptcy Code.

3.8 Agents and Professionals. The Trustee may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants, appraisers, and other professionals the Trustee believes have qualifications necessary to assist in the administration of the Trust, including professionals previously retained by the Debtors or the Committee. For the avoidance of doubt, and without limitation of applicable law, nothing in this Agreement shall limit the Trustee from engaging counsel or other professionals, including the Trustee itself or the Trustee's firm or their affiliates, to do work for the Trust. The Trustee may pay the reasonable salaries, fees and expenses of such Persons out of the Trust Assets in the ordinary course of business.

3.9 Safekeeping and Investment of Trust Assets. All moneys and other assets received by the Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the Liquidation Trust Beneficiaries, but need not be segregated in separate

accounts from other Trust Assets, unless and to the extent required by law, the Plan, or the Confirmation Order. Neither the Trust nor the Trustee shall have any liability for interest or producing income on any moneys received by them and held for distribution on account of Allowed Claims or payment to the Liquidation Trust Beneficiaries except as such interest shall actually be received by the Trust or Trustee, which shall be distributed as provided in the Plan. Except as otherwise provided by the Plan or the Confirmation Order, the powers of the Trustee to invest any moneys held by the Trust, other than those powers reasonably necessary to maintain the value of the assets and to further the Trust's liquidating purpose, shall be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary liquid investments, such as treasury bills; provided, however, that the scope of permissible investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treas. Reg. § 301.7701-4(d), may be permitted to hold pursuant to the Treasury Regulations, or any modification of the IRS guidelines, whether set forth in IRS rulings, IRS pronouncements, or otherwise. For the avoidance of doubt, the provisions of section 11-2.3 of the Estates, Powers, and Trusts Law of New York shall not apply to this Agreement. Notwithstanding the foregoing, the Trustee shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not interfere or conflict with the Trustee's administration of the Trust.

3.10 Maintenance and Disposition of Trust and Debtor Records. The Trustee shall maintain accurate records of the administration of Trust Assets, including receipts and disbursements and other activity of the Trust. The Trust may, but has no obligation to, engage a claims agent (including, but not limited to, the Claims and Noticing Agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases throughout the administration

of the Trust. To the extent of any General Unsecured Claims reflected thereon, the Claims Register may serve as the Trustee's register of Liquidation Trust Interests held by Liquidation Trust Beneficiaries. The books and records maintained by the Trustee and any records of the Debtors transferred to the Trust may be disposed of by the Trustee at the later of (i) such time as the Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Trust or its Liquidation Trust Beneficiaries and (ii) upon the termination and completion of the winding down or dissolution of the Trust.

3.11 No Bond Required; Procurement of Insurance. Notwithstanding any state or other applicable law to the contrary, the Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The Trustee is hereby authorized, but not required, to obtain all reasonable insurance coverage for itself, its agents, representatives, employees or independent contractors, including, without limitation, coverage with respect to the liabilities, duties and obligations of the Trustee and its agents, representatives, employees or independent contractors under this Agreement. The cost of any such insurance coverage shall be an expense of the Trust and paid out of Trust Assets.

3.12 Establishment and Composition of the Liquidation Trust Oversight Board. On the Effective Date, the Liquidation Trust Oversight Board shall be established and appointed as a three (3) member body, with membership appointed by the Committee, to oversee the Trust in accordance with the Plan, the Confirmation Order, and this Agreement.

3.13 Powers and Duties of the Liquidation Trust Oversight Board. The Liquidation Trust Oversight Board shall, as and when requested by the Trustee, or as is otherwise required under the Plan, the Confirmation Order, or this Agreement, consult with and advise the Trustee as to the administration and management of the Trust in accordance with the terms of the Plan, the

Confirmation Order, and this Agreement. Without limiting the generality of the foregoing, the Trustee shall obtain the prior approval of the Liquidation Trust Oversight Board before (a) obtaining any litigation financing or similar financing in the name of, and on behalf of, the Trust to facilitate the pursuit of the Retained Causes of Action or otherwise to liquidate or monetize the Trust Assets, (b) allocating value between Debtor entities for purposes of making distributions, and (c) taking any other action expressly requiring Liquidation Trust Oversight Board approval under this Agreement. The powers, rights, and responsibilities of the Trustee and the Liquidation Trust Oversight Board, respectively, are as specified in this Agreement.

3.14 Vacancies. In the event of the resignation of a member of the Liquidation Trust Oversight Board, a replacement may be appointed in accordance with this Agreement; provided, that unless and until any such vacancy is filled, the Liquidation Trust Oversight Board shall function with such reduced membership.

ARTICLE IV

DISTRIBUTIONS

4.1 Distribution and Reserve of Trust Assets. Following the transfer of Trust Assets to the Trust, the Trustee shall make continuing efforts on behalf of the Trust to collect, liquidate, and distribute all Trust Assets, subject to the reserves deemed necessary by the Trustee pursuant to this Agreement.

4.1.1 Distributions. The Trustee shall cause the Trust to make timely distributions of its net income and all net proceeds from the sale of assets as soon as reasonably practicable, and in all events at least annually, to the Holders of Allowed Claims, except the Trust may retain an amount of net income and other Trust Assets reasonably necessary to maintain the value of the Trust Assets or to meet expenses, claims and contingent liabilities of the Trust and

Trustee, and retention of such amount may preclude distributions to Holders of Allowed Claims; provided that, for the avoidance of doubt, the cash proceeds of that certain promissory note received by the Debtors' estates in connection with the 363 Asset Sale to Bitcoin Bancorp, Inc. attributable to the Equipment Financing Agreement Collateral shall constitute Equipment Financing Agreement Collateral Proceeds and shall be distributed to Holders of Claims in Class 4 in an amount proportionate to each Holder's interest in such Equipment Financing Agreement Collateral, net of applicable taxes and fees, pursuant to Article IV of the Plan.

4.1.2 Reserves; Pooling of Reserved Funds. Before any distribution can be made, the Trustee shall, in its reasonable discretion, establish, supplement, and maintain a reserve in an amount sufficient to meet any and all expenses and liabilities of the Trust, including attorneys' fees and expenses and the fees and expenses of other professionals. In accordance with section 3.2.12 of this Agreement, the Trust may also maintain as necessary a Disputed Claims Reserve with respect to General Unsecured Claims required to be administered by the Trust. For the avoidance of doubt, the Trustee may withhold any distribution pending the Trust's determination of whether to object to any General Unsecured Claim. Any such withheld distribution shall become part of the Disputed Claims Reserve and shall be distributed to the appropriate Holder of an Allowed General Unsecured Claim no later than the first Distribution Date after a decision is made not to object to the pertinent Claim or the Claim becomes Allowed. The Trustee need not maintain any of the Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the Trust; provided, however, that the Trust shall treat all such reserved funds as being held in a segregated manner in its books and records.

4.1.3 Distributions Net of Reserves and Costs. Distributions shall be made net of reserves in accordance with the Plan and this Agreement, and also net of the actual and reasonable costs of making the distributions.

4.1.4 Allocation of Distributions. The Liquidation Trustee, with the consent of the Liquidation Trust Oversight Board, shall have the responsibility for establishing an allocation for apportioning Liquidation Trust Assets allocated for distribution to Holders of Claims against the applicable Debtor (the "Liquidation Trust Assets Allocation"). Upon approval by the Liquidation Trust Oversight Board, the Liquidation Trust Assets Allocation shall be deemed to be conclusive regarding the maximum amount of Liquidation Trust Assets Allocation available for distribution to Holders of Claims against each respective Debtor. If the Liquidation Trust Oversight Board does not approve the Liquidation Trust Assets Allocation, the Liquidation Trustee may seek approval of the Liquidation Trust Assets Allocation by the Bankruptcy Court, and such Liquidation Trust Assets Allocation will be deemed conclusive upon entry of a Final Order by the Bankruptcy Court approving the proposed allocation.

4.1.5 Right to Rely on Professionals. Without limitation of the generality of section 6.6 of this Agreement, in determining the amount of any distribution or reserves, the Trustee may rely and shall be fully protected in relying on the advice and opinion of the Trust's financial advisors, accountants, or other professionals.

4.2 Method and Timing of Distributions. Distributions to Holders of Allowed Claims will be made from the Trust in accordance with the terms of the Plan and this Agreement. The Trust may engage a Disbursing Agent and other Persons to assist in making distributions, pursuant to the terms and procedures set forth in the Plan.

4.3 Withholding from Distributions. The Trustee, in its reasonable discretion, may cause the Trust to withhold from amounts distributable from the Trust to any Holder of an Allowed Claim any and all amounts as may be sufficient to pay the maximum amount of any tax or other charge that has been or might be assessed or imposed by any law, regulation, rule, ruling, directive, or other governmental requirement on such Holder or the Trust with respect to the amount to be distributed to such Holder. The Trustee shall determine such maximum amount to be withheld by the Trust in its sole, reasonable discretion and shall cause the Trust to distribute to the Holder any excess amount withheld. All such amounts withheld and paid to the appropriate governmental unit shall be treated as amounts distributed to such Liquidation Trust Beneficiaries for all purposes of this Agreement, the Plan and the Confirmation Order.

4.4 IRS Forms. As more fully set forth in Article XV.F of the Plan, the Trustee may require any Holder of a Claim to complete the appropriate IRS Form W-8, Form W-9, or similar tax form as a prerequisite to receiving any distribution under the Plan or this Agreement. If a Holder of a Claim does not provide to the Trustee within ninety (90) days of written request with all such documentation, then the Trustee, in its sole discretion, may (a) make a distribution net of any applicable withholding or (b) determine that such Holder or Liquidation Trust Beneficiary shall be deemed to have forfeited the right to receive any distribution, in which case, (i) any such distribution shall revert to the Debtors, the Liquidation Trustee or the Disbursing Agent (as applicable) for distribution to the other Holders of Claims or Liquidation Trust Beneficiaries in accordance with the Combined Disclosure Statement and Plan and (ii) the Allowed Claim or Interest of the Holder or Liquidation Trust Beneficiary originally entitled to such distribution shall be waived and forever barred without further order of the Bankruptcy Court. If the Trustee fails to withhold in respect of amounts received or distributable with respect to a holder of a Claim and

the Trustee is later held liable for the amount of such withholding, such holder shall be required to reimburse the Trustee for such liability, unless such liability arises out of the Trustee's fraud, willful misconduct or gross negligence.

4.5 Unclaimed and Undeliverable Distributions. Unclaimed property, together with any distributions to Holders of Allowed Claims returned as undeliverable, shall be held by the Trustee in an unclaimed property reserve (the "Unclaimed Property Reserve") and may be released by the Trustee prior to the expiration of sixty (60) days from the Effective Date if presentation of proper proof by such Holder of its entitlement thereto is presented to the Trustee. After the expiration of sixty (60) days from the Effective Date, the respective Holders of Allowed Claims otherwise entitled to such unclaimed property shall cease to be entitled thereto and shall be entitled to no further distributions under the Plan or this Agreement, and (a) such Allowed Claims shall be deemed disallowed and expunged in their entirety; (b) the funds in respect of such unclaimed property shall become Trust Assets and shall revert to the Trust for all purposes including, but not limited to, for distribution to other Holders of Allowed Claims in accordance with the terms of the Plan, Confirmation Order and this Agreement, automatically and without any need for further order of the Bankruptcy Court; and (c) the corresponding Liquidation Trust Interest of any Liquidation Trust Beneficiary holding a disallowed Claim shall be deemed cancelled. Any such funds that revert to the Trust hereunder shall not be subject to the escheat, abandonment or unclaimed property laws of any federal, state, provincial or local government authority.

4.6 No Responsibility to Attempt to Locate Liquidation Trust Beneficiaries. If a distribution is returned to the Trust as undeliverable, or otherwise remains unclaimed, no further distribution shall be made to such Holder unless and until the Holder notifies the Trustee of such Holder's then-current address and taxpayer identification number. The Trustee may, in its sole

discretion, attempt to determine a Holder's current address or otherwise locate a Holder, but nothing in this Agreement or the Plan shall require the Trustee to do so.

4.6.1 Inapplicability of Escheat, Abandoned or Unclaimed Property Laws. Unclaimed property held by the Trust shall not be subject to the escheat, abandoned or unclaimed property laws of the United States, or any state, provincial or local governmental unit.

4.7 Request for Reissuance. Distribution checks shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Distribution checks not cashed within such ninety-day period shall be treated as unclaimed property that has been held in the Unclaimed Property Reserve as set forth above in section 4.5. Requests for reissuance of any check shall be made in writing directly to the Trustee by the Holder of the Claim that was originally issued such check. All such requests shall be made promptly and in time for the check to be reissued and cashed before the funds for the checks become unrestricted Trust Assets under section 4.5 of this Agreement. The Holder shall bear all the risk that, and shall indemnify and hold the Trust and Trustee harmless against any loss that may arise if, the Trustee does not reissue a check promptly after receiving a request for its reissuance.

4.8 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the Liquidation Trust Interest of a Liquidation Trust Beneficiary, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

4.8.1 The Trustee may elect to cause the Trust to make no payment or distribution with respect to the Liquidation Trust Interest subject to the conflicting claims or demand, or any

part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have continuing jurisdiction over resolution of such conflicting claims or demands. Neither the Trust nor the Trustee shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the Trust or Trustee be liable for interest on any funds which may be so withheld.

4.8.2 The Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction adjudicating the matter; or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the Trustee, which agreement shall include a complete release of the Trust and Trustee. Until the Trustee receives written notice that one of the conditions of the preceding sentence is met, the Trustee may deem and treat as the absolute owner under this Agreement of the Liquidation Trust Interest in the Trust the Liquidation Trust Beneficiary identified as the owner of that interest in the books and records maintained by the Trustee. The Trustee may deem and treat such Liquidation Trust Beneficiary as the absolute owner for purposes of receiving distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

4.9 In acting or refraining from acting under and in accordance with this the Agreement, the Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to Article VI of this Agreement.

4.10 Priority of Expenses of Trust. The Trust must pay all of its expenses before making any distributions, including but not limited to, any distribution on an Allowed Claim.

ARTICLE V

BENEFICIARIES

5.1 Interest Beneficial Only. The ownership of a Liquidation Trust Interest shall not entitle any Liquidation Trust Beneficiary or the Debtors to any title in or to the Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

5.2 Ownership of Beneficial Interests Hereunder. Each Liquidation Trust Beneficiary shall own a Liquidation Trust Interest herein which shall, subject to section 4.1 of this Agreement and subject to the Plan, be entitled to a distribution in the amounts, and at the times, set forth in the Plan.

5.3 Evidence of Beneficial Interest. Ownership of a Liquidation Trust Interest in the Trust Assets shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Trust by the Trustee.

5.4 No Right to Accounting. Neither the Liquidation Trust Beneficiaries nor their successors, assigns, creditors, nor any other Person shall have any right to an accounting by the Trustee, and the Trustee shall not be obligated to provide any accounting to any Person. Nothing in this Agreement is intended to require the Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Trust or as a condition for making any advance, payment, or distribution out of proceeds of Trust Assets.

5.5 No Standing. Except as expressly provided in this Agreement, a Liquidation Trust Beneficiary shall not have standing to direct or to seek to direct the Trust or Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any Person upon or with respect to the Trust Assets.

5.6 Requirement of Undertaking. The Trustee may request the Bankruptcy Court to require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit; provided, however, that the provisions of this section 5.6 shall not apply to any suit by the Trustee.

5.7 Limitation on Transferability. It is understood and agreed that the Liquidation Trust Interests shall be non-transferable and non-assignable during the term of this Agreement except by operation of law. An assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the Trustee, and the Trustee may continue to cause the Trust to pay all amounts to or for the benefit of the assigning Liquidation Trust Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The Trustee may rely upon such proof without the requirement of any further investigation.

5.8 Exemption from Registration. The rights of the Liquidation Trust Beneficiaries arising under this Agreement may be deemed "securities" under applicable law. However, such rights have not been defined as "securities" under the Plan because (i) the parties hereto intend that such rights shall not be securities and (ii) if the rights arising under this Agreement in favor of the Liquidation Trust Beneficiaries are deemed to be "securities," the exemption from registration under section 1145 of the Bankruptcy Code is intended to be applicable to such securities. No party to this Agreement shall make a contrary or different contention.

5.9 Delivery of Distributions. Subject to the terms of this Agreement, the Trustee shall cause the Trust to make distributions to Liquidation Trust Beneficiaries in the manner provided in the Plan or in this Agreement.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Parties Dealing with the Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the Trust Assets. There is no obligation of any Person dealing with the Trustee to inquire into the validity or expediency or propriety of any transaction by the Trustee or any agent of the Trustee.

6.2 Limitation of Trustee Liability. In exercising the rights granted herein, the Trustee shall exercise the Trustee's best judgment, to the end that the affairs of the Trust shall be properly managed and the interests of all of the Liquidation Trust Beneficiaries safeguarded. However, notwithstanding anything herein to the contrary, neither the Trustee nor any of its respective firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, Disbursing Agent, or agents, and any of such Person's successors and assigns, shall incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with this Agreement, whether sounding in tort, contract, or otherwise, except for fraud, gross negligence, or willful misconduct that is found by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) to be the direct and primary cause of loss, liability, damage, or expense suffered by the Trust. In no event shall the Trustee be liable for indirect, punitive, special, incidental or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action. Without limiting the foregoing, the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Plan

and the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Confirmation Order.

6.3 No Liability for Acts of Other Persons. None of the Persons identified in the immediately preceding section 6.2 of this Agreement shall be liable for the act or omission of any other Person identified in that section.

6.4 No Liability for Acts of Predecessors. No successor Trustee shall be in any way responsible for the acts or omissions of any Trustee in office prior to the date on which such successor becomes the Trustee, unless a successor Trustee expressly assumes such responsibility.

6.5 No Liability for Good Faith Error of Judgment. The Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) that the Trustee was grossly negligent in ascertaining the pertinent facts.

6.6 Reliance by Trustee on Documents and Advice of Counsel or Other Persons. Except as otherwise provided herein, the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties. The Trustee also may engage and consult with its respective legal counsel and other agents and advisors, and shall not be liable for any action taken, omitted, or suffered in reliance upon the advice of such counsel, agents, or advisors.

6.7 No Liability for Acts Approved by Bankruptcy Court. The Trustee shall have the right at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Trust and the Claims required to be administered by the Trust. The Trustee shall not be liable for any act or omission that has been approved by the Bankruptcy Court, and all such

actions or omissions shall conclusively be deemed not to constitute fraud, gross negligence, or willful misconduct.

6.8 No Personal Obligation for Trust Liabilities. Persons dealing with the Trustee shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trustee to any such Person in carrying out the terms of this Agreement, and the Trustee shall have no personal, individual obligation to satisfy any such liability.

6.9 Indemnification. The Trustee, the members of the Liquidation Trust Oversight Board, and each of its respective accountants, agents, assigns, attorneys, bankers, consultants, directors, employees, executors, financial advisors, investment bankers, real estate brokers, transfer agents, independent contractors, managers, members, officers, partners, predecessors, principals, professional persons, representatives, affiliate, employer and successors (each, an "Indemnified Party") shall be indemnified for, and defended and held harmless against, by the Trust and solely from the Trust Assets, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost, or expense (including the reasonable fees and expenses of their respective professionals) actually incurred without gross negligence, willful misconduct, or fraud on the part of the applicable Indemnified Party (which gross negligence, willful misconduct, or fraud, if any, must be determined by a Final Order of a court of competent jurisdiction) for any action taken, suffered, or omitted to be taken by the Indemnified Parties in connection with the acceptance, administration, exercise, and performance of their duties under the Plan or this Agreement, as applicable if the applicable Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust or its Liquidation Trust Beneficiaries. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence, willful

misconduct, or fraud. The amounts necessary for the indemnification provided in this section (including, but not limited to, any costs and expenses incurred in enforcing the right of indemnification in this section) shall be paid by the Trustee out of the Trust Assets. The Trustee shall not be personally liable for the payment of any Trust expense or claim or other liability of the Trust, and no Person shall look to the Trustee personally for the payment of any such expense or liability. The indemnification provided in this section shall survive the death, dissolution, incapacity, resignation or removal of the Trustee, Indemnified Party or the termination of the Trust, and shall inure to the benefit of each Indemnified Party's heirs and assigns.

6.9.1 Expense of Trust; Limitation on Source of Payment of Indemnification. All indemnification liabilities of the Trust under this section 6.9 shall be expenses of the Trust. The amounts necessary for such indemnification and reimbursement shall be paid by the Trust out of the available Trust Assets after reserving for all actual and anticipated expenses and liabilities of the Trust. The Trustee shall not be personally liable for the payment of any Trust expense or claim or other liability of the Trust, and no Person shall look to the Trustee or other Indemnified Parties personally for the payment of any such expense or liability.

6.9.2 Procedure for Current Payment of Indemnified Expenses; Undertaking to Repay. The Trust shall reasonably promptly pay an Indemnified Party all amounts subject to indemnification under this section 6.9 on submission of invoices for such amounts by the Indemnified Party. By accepting any indemnification payment, the Indemnified Party undertakes to repay such amount promptly if it is determined that the Indemnified Party is not entitled to be indemnified under this Agreement. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section 6.9.

6.10 No Implied Obligations. The Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Trustee.

6.11 Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Agreement, the provisions of this Article VI shall survive the death, dissolution, liquidation, incapacity, resignation, replacement, or removal, as may be applicable, of the Trustee, or the termination of the Trust or this Agreement, and shall inure to the benefit of the Trustee's and the Indemnified Parties' heirs and assigns.

ARTICLE VII

TAX MATTERS

7.1 Tax Treatment of Trust. Pursuant to and in accordance with the Plan, except to the extent that all or any portion of the Trust is treated as one or more disputed ownership funds under Treasury Regulation Section 1.468B-9, for all U.S. federal income tax purposes, the Debtors, the Liquidation Trust Beneficiaries, the Trustee and the Trust shall treat the Trust as a liquidating trust within the meaning of Treasury Income Tax Regulation Section 301.7701-4(d) and IRS Revenue Procedure 94-45, 1994-2 C.B. 684, and as a grantor trust within the meaning of Sections 671 through 679 of the Tax Code, and the transfer of the Trust Assets to the Trust shall be treated as a transfer of the Trust Assets by the Debtors to the Liquidation Trust Beneficiaries in satisfaction of their Allowed General Unsecured Claims and/or Allowed Equipment Financing Agreement Claims, if applicable, followed by a transfer of the Trust Assets by the Liquidation Trust Beneficiaries to the Trust in exchange for their Pro Rata share of the Liquidation Trust Interests. The Liquidation Trust Beneficiaries shall be treated as the grantors and owners of the Trust for U.S. federal income tax purposes. The Trustee shall be the exclusive trustee of the Trust Assets for purposes of 31 U.S.C. § 3713(b) and section 6012(b)(4) of the Tax Code.

7.2 Annual Reporting and Filing Requirements. Pursuant to and in accordance with the terms of the Plan and this Agreement, the Trustee shall file tax returns for the Trust as a grantor trust pursuant to Treasury Income Tax Regulation Section 1.671-4(a). The Trust's taxable income, gain, loss, deduction, or credit will be allocated to the Liquidating Trust Beneficiaries in accordance with their relative beneficial interests in the Trust.

7.3 Tax Treatment of Reserves for Disputed Claims. The Trustee may, in the Trustee's sole reasonable discretion, determine the best way to report for tax purposes with respect to any Disputed Claims Reserve, including (i) filing a tax election to treat any and all Disputed Claims Reserves as a Disputed Ownership Fund ("DOF") within the meaning of Treasury Income Tax Regulation Section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Trust; or (ii) electing to report as a separate trust or sub-trust or other entity. If an election is made to report any Disputed Claims Reserve as a DOF, the Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including but not limited to the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due annually on a separate entity basis on any net income earned with respect to the Liquidating Trust Assets in the Disputed Claims Reserve.

7.4 Valuation of Trust Assets. As soon as practicable after the Effective Date, but in no event later than the due date for timely filing of the Trust's first federal income tax return (taking into account applicable tax filing extensions), the Trustee shall determine the fair market value of the Trust Assets as of the Effective Date, based on the Trustee's good faith determination and establish appropriate means to apprise the Liquidation Trust Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Trust, the Trustee, and the Liquidation Trust Beneficiaries) for all federal income tax purposes.

ARTICLE VIII

SELECTION, REMOVAL, REPLACEMENT AND COMPENSATION OF TRUSTEE

8.1 Initial Trustee. The Trustee has been selected by the Committee and is appointed effective as of the Effective Date. The initial trustee shall be the Trustee. The initial members of the Liquidation Trust Oversight Board shall likewise be appointed by the Committee, effective as of the Effective Date.

8.2 Term of Service. The Trustee shall serve until (a) the completion of the administration of the Trust Assets and the Trust, including the winding up of the Trust, in accordance with this Agreement and the Plan; (b) termination and dissolution of the Trust in accordance with the terms of this Agreement and the Plan; or (c) the Trustee's resignation, death, dissolution, incapacity, liquidation or removal. In the event that the Trustee's appointment terminates by reason of resignation, death, dissolution, incapacity, liquidation or removal, the Trustee shall be immediately compensated for all reasonable fees and expenses accrued but unpaid through the effective date of termination, whether or not previously invoiced. The provisions of Article VI of this Agreement shall survive the resignation or removal of any Trustee.

8.3 Removal of Trustee. Any party in interest, on notice and hearing before the Bankruptcy Court, may seek removal of the Trustee for cause. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section.

8.4 Resignation of Trustee. The Trustee may resign at any time on written notice to the U.S. Trustee and Bankruptcy Court. The resignation shall be effective on the later of (a) the date specified in the notice of resignation and (b) the date that is thirty days (30) after the date such notice is filed with the Bankruptcy Court. In the event of a resignation, the resigning Trustee shall

file a full and complete accounting of monies and assets received, disbursed, and held during the term of that Trustee.

8.5 Appointment of Successor Trustee. Upon the resignation, death, dissolution, incapacity, liquidation or removal of a Trustee, any party in interest (including, in the case of resignation, the Trustee) may file a motion in the Bankruptcy Court to appoint a successor trustee. In the event no party in interest seeks the appointment of a successor Trustee, the Bankruptcy Court may do so on its own motion. Any successor Trustee so appointed (a) shall consent to and accept his, her or its appointment as successor Trustee, which may be done by e-mail or through acquiescence in not objecting to a motion for approval of his, her or its appointment as successor Trustee and (b) shall not have any liability or responsibility for the acts or omissions of any predecessor(s). Any successor Trustee may be appointed to serve only on an interim basis.

8.6 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of his, her or its predecessor under this Agreement, the Plan, and Confirmation Order.

8.7 Trust Continuance. The resignation, death, dissolution, incapacity, liquidation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

8.8 Compensation of Trustee and Costs of Administration. The Trustee shall receive fair and reasonable compensation for its services in accordance with the terms and conditions of the Plan, which shall be a charge against and paid out of the Trust Assets. All costs, expenses, and obligations incurred by the Trustee (or professionals who may be employed by the Trustee in administering the Trust, in carrying out their other responsibilities under this Agreement, or in any manner connected, incidental, or related thereto) shall be paid by the Trust from the Trust Assets

prior to any distribution to Holders of Allowed Claims. The terms of the compensation of the Trustee are set forth on Exhibit A hereto.

8.9 Appointment of Supplemental Trustee. If the Trustee has a conflict or any of the Trust Assets are situated in any state or other jurisdiction in which the Trustee is not qualified to act as trustee, the Trustee shall nominate and appoint a Person duly qualified to act as trustee (the "Supplemental Trustee") with respect to such conflict, or in such state or jurisdiction, and require from each such Supplemental Trustee such security as may be designated by the Trustee in its discretion. In the event the Trustee is unwilling or unable to appoint a disinterested Person to act as Supplemental Trustee to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so. The Trustee or the Bankruptcy Court, as applicable, may confer upon such Supplemental Trustee any or all of the rights, powers, privileges and duties of the Trustee hereunder, subject to the conditions and limitations of this Agreement, except as modified or limited by the laws of the applicable state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such Supplemental Trustee is acting shall prevail to the extent necessary). To the extent the Supplemental Trustee is appointed by the Trustee, the Trustee shall require such Supplemental Trustee to be answerable to the Trustee for all monies, assets and other property that may be received in connection with the administration of all property. The Trustee or the Bankruptcy Court, as applicable, may remove such Supplemental Trustee, with or without cause, and appoint a successor Supplemental Trustee at any time by executing a written instrument declaring such Supplemental Trustee removed from office and specifying the effective date and time of removal.

ARTICLE IX

DURATION OF TRUST

9.1 Duration. Once the Trust becomes effective upon the Effective Date of the Plan, the Trust and this Agreement shall remain and continue in full force and effect until the Trust is terminated.

9.2 Termination on Payment of Trust Expenses and Distribution of Trust Assets. Upon the payment of all costs, expenses, and obligations incurred in connection with administering the Trust, and the distribution of all Trust Assets in accordance with the provisions of the Plan, the Confirmation Order, and this Agreement, the Trust shall terminate and dissolve and the Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant law.

9.3 Termination after Five Years. If the Trust has not been previously terminated and dissolved pursuant to section 9.2 hereof, no later than five (5) years from the Effective Date, unless the Trust term has been extended in accordance with section V.F of the Plan (such extension based upon a finding that such extension is necessary to the liquidating purpose of the Trust, and which shall require the approval of the Bankruptcy Court within six months of the beginning of the extended term), the Trustee shall distribute all of the Trust Assets to the Liquidation Trust Beneficiaries in accordance with the Plan, and immediately thereafter the Trust shall dissolve and terminate and the Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in section 9.5 of this Agreement.

9.4 No Termination by Liquidation Trust Beneficiaries. The Trust may not be terminated and dissolved at any time by the Liquidation Trust Beneficiaries.

9.5 Continuance of Trust for Winding Up; Discharge and Release of Trustee. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until its responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Trust Assets including all excess reserves, the Trustee and the Trust's professionals and agents shall be deemed discharged and have no further duties or obligations hereunder. Upon a motion by the Trustee, the Bankruptcy Court may enter an order relieving the Trustee, its employees, professionals, and agents of any further duties, discharging and releasing the Trustee, its employees, professionals, and agents from all liability related to the Trust, and releasing the Trustee's bond, if any.

ARTICLE X

MISCELLANEOUS

10.1 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

10.2 Notices. All notices to be given to Liquidation Trust Beneficiaries may be given by ordinary mail, or may be delivered personally, at the addresses for such Liquidation Trust Beneficiaries appearing on the books kept by the Trustee. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Trust or Trustee:

[*]

with a copy to its counsel:

[*]

or to such other address as may from time to time be provided in written notice by the Trustee.

10.2.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws.

10.2.2 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

10.2.3 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words "hereof," "herein," and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement.

10.2.4 Execution. All funds in the Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Liquidation Trust Beneficiary, and no Liquidation Trust Beneficiary or any other Person can execute upon, garnish or attach the Trust Assets or the Trustee in any manner or compel payment from the Trust except by Final Order of the Bankruptcy Court. Payments will be solely governed by the Plan, the Confirmation Order and this Agreement.

10.2.5 Amendment. This Agreement may be amended by written agreement of the Trustee or by order of the Bankruptcy Court; provided, however, that such amendment may not be inconsistent with the Plan or the Confirmation Order.

10.2.6 No Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

10.2.7 No Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership or joint venture of any kind.

10.2.8 Severability. If any term, provision covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.2.9 Further Assurances. Without limitation of the generality of section 2.5 of this Agreement, the Parties agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes and provide for the full implementation of this Agreement and the pertinent provisions of the Plan and to consummate the transactions contemplated hereby.

10.2.10 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.2.11 Jurisdiction. The Bankruptcy Court shall have jurisdiction regarding the Debtors, Trust, Trustee, and Trust Assets, including, without limitation, the determination of all disputes arising out of or related to administration of the Trust. The Bankruptcy Court shall have continuing jurisdiction and venue to hear and finally determine all disputes and related matters among the Parties arising out of or related to this Agreement or the administration of the Trust. The Parties expressly consent to the Bankruptcy Court hearing and exercising such judicial power as is necessary to finally determine all such disputes and matters.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to these Chapter 11 Cases, including the matters set forth in this Agreement, the provisions of this Agreement shall have no effect on and shall not control, limit or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter, and all applicable references in this Agreement to an order or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have or are deemed to have executed this Agreement as of the day and year written above.

Bitcoin Depot Inc. and Affiliated Debtors

By: _____

Name: _____

Title: _____

[*], not individually but solely in its capacity as Trustee under this Agreement

By: _____

Name: _____

Title: _____

Exhibit A

Terms of Compensation of Trustee

Exhibit F

Identity of and Proposed Compensation for the Liquidation Trustee

[*Forthcoming*]

Exhibit G

Summary of Findings of the Investigation Subcommittee

Independent Investigation Summary

In connection with their restructuring and liquidation efforts, the Debtors appointed Alex Holmes and Ivona Smith to the Restructuring Committee and appointed Ms. Smith to the investigation subcommittee thereof ("***Investigation Subcommittee***"). Ms. Smith is an experienced fiduciary and investment professional with over 30 years of experience in the financial services industry. She sits on the boards of both public and private companies and has overseen numerous litigation, liquidation, and general unsecured creditor trusts. Prior to her current roles, she was a co-founder and manager of a hedge fund with an 11-year track record specializing in investing in distressed debt and equities. Her prior experience also includes roles in distressed advisory, valuation, and audit.

The Investigation Subcommittee was vested with authority to investigate, evaluate, and advise the Board on whether the Company holds any valuable claims or causes of action, including, without limitation, claims against current or former officers, directors, insiders, or third parties, and to make a final determination of appropriate action with respect to any such claims. The Investigation Subcommittee retained Debevoise & Plimpton LLP as independent counsel and Shannon Lee Beatty LLP as local and conflicts counsel.

The Investigation Subcommittee, with the support of Debevoise and the cooperation of the Company and the Debtors' advisors, conducted an investigation consistent with its mandate during these Chapter 11 Cases (the "***Investigation***"). The Investigation was conducted for purposes of identifying claims that should be preserved and assessing the appropriate scope of releases, if any, and is not and will not constitute a final adjudication of liability, damages, solvency, or any other ultimate merits determination.

In furtherance of the Investigation, at the outset, at the direction of the Investigation Subcommittee, Debevoise had numerous discussions with V&E and Company personnel in order to identify sources of documents and information, custodians, and witnesses of potential relevance to the Investigation. Debevoise also made targeted information requests to the Company and Portage Point, including but not limited to requests for board materials, financial information, internal communications, debt documents, information concerning prepetition transactions, and other materials. In addition, Debevoise collected hundreds of gigabytes of electronic documents and data from the Company and relevant document custodians, conducted targeted searches of such materials to locate additional material germane to the Investigation. Documents and information requested and provided by the Company during the course of the investigation included, but was not limited to, the following:

- Documents concerning the corporate structure of the Company, including organizational charts and documents reflecting ownership of Company stock, as well as the unwinding of the Company's Up-C structure in 2025.

- Materials relating to the Board of Directors and subcommittees thereof, including committee charters, meeting minutes, presentations, and email communications.

- Materials relating to the Company's compliance efforts, including compliance policies, compliance-related communications, and documents relating to the implementation, execution, and modification of compliance controls.

- Documents pertaining to past and ongoing litigation, as well as state and federal investigations, involving complaints, Civil Investigative Demands, and legal analyses.

- Materials relating to the Company's acquisitions, including communications discussing the risks and valuation of particular acquisitions.

- Documents relating to the Company's financial condition, including operating models and budgets.

- Documents and agreements relating to any loans to the Company and/or the Company's lenders.

- Documents relating to various strategic acquisitions, including deal files and related email communications.

- Materials relating to executive and director compensation and executive stock trading plans, including communications and analyses regarding such compensation.

Debevoise conducted numerous witness interviews with former and current members of the Board of Directors, former and current members of the executive team, former and current department heads, select employees with relevant experience, and third parties affiliated with the Debtors. Debevoise also regularly engaged with counsel for the Debtors in furtherance of the Investigation Subcommittee's fact-gathering process.

Debevoise also engaged in numerous discussions with counsel to the Committee and coordinated with Committee counsel to provide documents and information and rolling updates on the progress of the Investigation and to receive information from the Committee and its constituents that may be helpful in the Investigation.

The Investigation Subcommittee concluded its Investigation in early July and made final recommendations regarding the scope of releases and the identification of Released Parties and retained causes of action. Based on the Investigation Subcommittee's recommendations, the Debtors filed the Notice of Filing of Identity of the Released Parties, ECF No. 446, identifying the Released Parties on the Bankruptcy Court's docket on July 7, 2026.

The Notice of Released Parties indicated that the Combined Disclosure Statement and Plan would be modified, amended, and supplemented with respect to the following defined terms:

1. "***Released Party***" in the Combined Disclosure Statement and Plan shall have the meaning set forth below:

"***Released Party***" means each of the following solely in its, his, or her capacity as such and to the extent permitted by applicable law (but excluding, for the avoidance of doubt, the Non-Released Parties): (a)(i) the Debtors; (ii) the Estates; (iii) each Debtor's current and former directors, each Debtor's managers, officers, and employees in each case as of the Petition Date, the Investigation Subcommittee, the Restructuring Committee, the Chief Restructuring Officer, and the Information Officer; (b) the Committee in its capacity as such; and (c) all retained Professionals in these Chapter 11 Cases, including Professionals retained by the Debtors and their Estates, the Committee, and the Investigation Subcommittee; provided, however, that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases set forth in Article IX of the Combined Disclosure Statement and Plan; or (y) timely objects to the releases set forth in Article IX of the Combined Disclosure Statement and Plan and such objection is not resolved before Confirmation.

2. "***Non-Released Parties***" in the Combined Disclosure Statement and Plan shall have the meaning set forth below:

"***Non-Released Parties***" means (a) Brandon Mintz; (b) C. Scott Buchanan; (c) each Debtor's former managers, officers, and employees in each case prior to the Petition Date; and (d) any Entity or Person that is not a Released Party.

Exhibit H

Identity of the Released Parties

Identity of the Released Parties[1]

The Combined Disclosure Statement and Plan is hereby modified, amended, and supplemented with respect to the following defined terms:

1. "***Released Party***" in the Combined Disclosure Statement and Plan shall have the meaning set forth below:

   "***Released Party***" means each of the following solely in its, his, or her capacity as such and to the extent permitted by applicable law (but excluding, for the avoidance of doubt, the Non-Released Parties): (a)(i) the Debtors; (ii) the Estates; (iii) each Debtor's current and former directors, each Debtor's managers, officers, and employees in each case as of the Petition Date, the Investigation Subcommittee, the Restructuring Committee, the Chief Restructuring Officer, and the Information Officer; (b) the Committee in its capacity as such; and (c) all retained Professionals in these Chapter 11 Cases, including Professionals retained by the Debtors and their Estates, the Committee, and the Investigation Subcommittee; provided, however, that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases set forth in Article IX of the Combined Disclosure Statement and Plan; or (y) timely objects to the releases set forth in Article IX of the Combined Disclosure Statement and Plan and such objection is not resolved before Confirmation.

2. "***Non-Released Parties***" in the Combined Disclosure Statement and Plan shall have the meaning set forth below:

   "***Non-Released Parties***" means (a) Brandon Mintz; (b) C. Scott Buchanan; (c) each Debtor's former managers, officers, and employees in each case prior to the Petition Date; and (d) any Entity or Person that is not a Released Party.

[1] This document was previously filed at Docket No. 446 and is included herein for the convenience of the Court and other parties in interest.

This is Exhibit "E" referred to the in Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on August 7, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Lisbon in the Lisbon District in the Country of Portugal.



Commissioner for Taking Affidavits (or as may be)

LAURA CULLETON

LSO# 82428R

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

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

NOTICE OF FILING OF AMENDED SUPPLEMENT TO THE DEBTORS' FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION

PLEASE TAKE NOTICE that on July 16, 2026, the above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***"), filed the *Notice of Filing of Supplement to the Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 484].

PLEASE TAKE FURTHER NOTICE that the Debtors hereby submit this *Notice of Filing of Amended Supplement to the Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* (the "***Plan Supplement***").[2]

PLEASE TAKE FURTHER NOTICE that this Plan Supplement includes the following documents, as may be modified, amended, or supplemented from time to time in accordance with the Combined Disclosure Statement and Plan:[3]

Exhibit A Schedule of Retained Executory Contracts and Unexpired Leases

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 318] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "***Combined Disclosure Statement and Plan***"). The statements contained herein are summaries of the provisions contained in the Combined Disclosure Statement and Plan and do not purport to be precise or complete statements of all the terms and provisions of the Combined Disclosure Statement and Plan or documents referred to therein. To the extent there is a discrepancy between the terms herein and the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan shall govern and control.

[3] Parties are directed to visit the Debtors' case website at https://restructuring.ra.kroll.com/bitcoindepot to obtain copies of any subsequent modifications, amendments, or supplements to the documents set forth in the Plan Supplement.

Exhibit B	Schedule of Non-Contributed Assets
Exhibit C	Schedule of Retained Causes of Action
Exhibit D	Liquidation Analysis
Exhibit E	Liquidation Trust Agreement
Exhibit F	Identity of and Proposed Compensation for the Liquidation Trustee
Exhibit G	Summary of Findings of the Investigation Subcommittee
Exhibit H	Identity of the Released Parties[4]

PLEASE TAKE FURTHER NOTICE that the Plan Supplement and any exhibits, appendices, supplements, or annexes to the Plan Supplement documents are incorporated into the Combined Disclosure Statement and Plan by reference and are a part of the Combined Disclosure Statement and Plan as if set forth therein. If the Combined Disclosure Statement and Plan is confirmed, the Plan Supplement will be approved as well.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Combined Disclosure Statement and Plan at the hearing scheduled for **August 10, 2026 at 1:00 p.m. (Central Time)** to be held virtually by video conference, before the Honorable Judge Christopher M. Lopez, United States Bankruptcy Judge (the "***Combined Hearing***").

PLEASE TAKE FURTHER NOTICE THAT the Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) in open court, at the Combined Hearing, or by an appropriate filing with the Court, and a notice of such adjourned date(s) will be filed on the docket in these Chapter 11 Cases and available on the electronic case filing docket and on the Debtors' case website at https://restructuring.ra.kroll.com/bitcoindepot.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Combined Disclosure Statement and Plan is **July 30, 2026, at 5:00 p.m. (Central Time)**. Any objections (each respectively, an "***Objection***") to confirmation of the Combined Disclosure Statement and Plan must (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party, the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors; and (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Combined Disclosure Statement and Plan that would resolve such objections. Objections must be filed with the Court and served so as to be **actually received** no later than **July 30, 2026, at 5:00 p.m. (Central Time)**. Objections must be served on: (a) counsel to the Debtors, Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara

[4] This document was previously filed at Docket No. 446 and is included herein for the convenience of the Court and other parties in interest.

Zoglman and 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036 Attn: David S. Meyer and Jessica C. Peet; (b) counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra; (c) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; (d) counsel to the Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: James H. Burbage and Emma Kari; and (e) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002. **Objections not timely filed and served in the manner set forth above may not be considered by the Court.**

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

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

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

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE COMBINED DISCLOSURE STATEMENT AND PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.

Dated: July 20, 2026
Houston, Texas

/s/ Paul E. Heath

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

-and-

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

Counsel to the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that on July 20, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sara Zoglman
One of Counsel

EXHIBIT A

Schedule of Retained Executory Contracts and Unexpired Leases

Schedule of Retained Executory Contracts and Unexpired Leases[1]

Counterparty Name	Agreement Type	Date of Agreement	Cure Costs
UKG Inc.	**Master Service Agreement**	**6/30/2023**	**$0.00**
Datarails, Inc.	**Service Agreement**	**3/26/2026**	**$0.00**
Salesforce, Inc - Enterprise Sales Cloud	**Service Agreement**	**5/15/2026**	**$0.00**
Paylocity.com	**Service Agreement**	**2/23/2024**	**$0.00**
Salesforce, Inc - Slack	**Service Agreement**	**6/5/2026**	**$0.00**

[1] The Debtors reserve the right to amend and/or supplement this Schedule of Retained Executory Contracts and Unexpired Leases.

EXHIBIT B

Schedule of Non-Contributed Assets

[*Forthcoming*]

Exhibit C

Schedule of Retained Causes of Action

Schedule of Retained Causes of Action

Except as otherwise released under Article IX of the Combined Disclosure Statement and Plan,[1] the Liquidation Trust shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action described below, in accordance with the Combined Disclosure Statement and Plan and the Plan Supplement, including, for the avoidance of doubt, the *Notice of Filing of Identity of the Released Parties* [Docket No. 446].

The inclusion or failure to include any Cause of Action or claim on this Schedule of Retained Causes of Action shall not be deemed an admission, denial, release, or waiver of any claims, demands, rights or Causes of Action that the Debtors or their Estates may hold against any Person or Entity. Nothing contained in the Combined Disclosure Statement and Plan shall be deemed to be a waiver or relinquishment of any Cause of Action, including any rights, claims, rights of setoff or recoupment, or other legal or equitable defenses that any Debtor had immediately before the Effective Date, except as to any Causes of Action that are otherwise released under the Combined Disclosure Statement and Plan, as provided in the Combined Disclosure Statement and Plan. No Person or Entity, including without limitation any Holders of Claims that vote to accept the Combined Disclosure Statement and Plan, should expect that the Debtors or the Liquidation Trustee, as applicable, will not pursue any and all available claims and Causes of Action against them. On or after the Effective Date, the Liquidation Trust shall retain and be authorized to prosecute, pursue, compromise, settle, or otherwise dispose of the Retained Causes of Action, subject to applicable law.

The Liquidation Trustee shall have standing and authority to pursue any such retained claims, demands, rights, or Causes of Action, as appropriate, in accordance with the best interests of the Liquidation Trust. Except as otherwise provided herein, in accordance with and subject to any applicable law, the Debtors' inclusion or failure to include any Cause of Action on the Schedule of Retained Causes of Action shall not be deemed an admission, denial or waiver of any claims, demands, rights or Causes of Action that the Debtors or their Estates may hold against any Person or Entity. The Debtors intend to preserve all such claims, demands, rights, or causes of action as Retained Causes of Action (except to the extent any such claim or Cause of Action is specifically satisfied, settled, and released in the Combined Disclosure Statement and Plan).

The Debtors expressly reserve the right to alter, amend, remove, augment, supplement, or otherwise modify this Schedule of Retained Causes of Action at any time in accordance with the terms of the Combined Disclosure Statement and Plan.

Notwithstanding the foregoing or anything to the contrary herein or in the Combined Disclosure Statement and Plan, the Debtors shall not retain any claims or Causes of Action (whether or not described herein) that are otherwise released under the Combined Disclosure Statement and Plan. The inclusion or omission of any explanatory parenthetical, or the specific exclusion of any Person or Entity or inclusion of a Released Party with respect to any specific

[1] Capitalized terms used herein shall have the meanings ascribed to such terms in the Combined Disclosure Statement and Plan.

claim or Cause of Action detailed herein shall not, under any circumstance, limit, abridge, or derogate the foregoing, and the provisions of this paragraph shall govern in all respects.

For the avoidance of doubt, the following specific types of claims and Causes of Action of the Debtors and their Estates are indicative, but are in no way exclusive, of the claims and Causes of Action retained in connection with the Combined Disclosure Statement and Plan, the failure to list any specific Cause of Action shall not be a bar and shall not have any impact on the rights of the Debtors or the Liquidation Trustee to bring any claim or Cause of Action not otherwise expressly released under the Combined Disclosure Statement and Plan or any other order of the Court, and no Person or Entity (other than the Released Parties) may rely on the absence of a specific reference in the Combined Disclosure Statement and Plan to any claims or Causes of Action against it as any indication that the Debtors or the Liquidation Trustee, as applicable, will not pursue any and all available claims or Causes of Action of the Debtors and their Estates against it:

Causes of Action Against Non-Released Parties

All claims and Causes of Action against any Person or Entity who is a Non-Released Party, including but not limited to Brandon Mintz and C. Scott Buchanan.

Causes of Action Related to Affiliates and Investors

All claims and Causes of Action arising from or relating to any Affiliate's or investor's (including, for the avoidance of doubt, any Affiliate or investor who is a Non-Released Party) breach of contract, tortious interference with business relationships, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, tortious interference with prospective economic advantage, unjust enrichment, corporate waste, breach of the implied covenant of good faith and fair dealing, and similar theories, including with respect to unauthorized diversion of business opportunities from the Debtors.

Causes of Action Related to Taxes

All claims and Causes of Action based upon, or related to, in whole or in part, any and all tax or tariff obligations to which any Debtor is or may become a party in the ordinary course of business or pursuant to which any Debtor has or may obtain any rights whatsoever, whether past, present, or future, including against or related to all Persons and Entities that owe or that may in the future owe money to any Debtor in connection with any claims in the ordinary course related to the Debtors' taxes, credits, overpayments, recoupments, or offsets.

Causes of Action Related to Avoidance Actions

Unless otherwise released by the Combined Disclosure Statement and Plan, the Debtors or Liquidation Trustee (as applicable) expressly reserve all avoidance and recovery actions or remedies that may be brought on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 544, 547, 548, 550, 551, 552, or 553 of the Bankruptcy Code. For the avoidance of doubt, no such Causes of Action against any of the Released Parties are Retained Causes of Action.

Causes of Action Related to Contracts, Leases, and Liens

All claims and Causes of Action (a) arising under any Executory Contracts or Unexpired Leases retained by the Debtors on the Effective Date and (b) against any vendor, supplier of goods or services, or customer of any Debtor for (i) overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff, (ii) wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations, (iii) failure to fully perform or to condition performance on additional requirements under any contract with any Debtor before the assumption or rejection, if applicable, of such contract, (iv) payments, deposits, holdbacks, reserves, or other amounts, (v) any liens, including mechanics', artisans', materialmens', possessory, or statutory liens held by any one or more of the Debtors, (vi) counter-claims and defenses related to any contractual obligations, (vii) any turnover actions arising under section 542 or 543 of the Bankruptcy Code, and (viii) unfair competition, interference with contract, or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims.

Causes of Action Related to Accounts Receivable and Accounts Payable and Other Commercial Causes of Action

All claims and Causes of Action against any Person or Entity arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed.

Causes of Action Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

All claims and Causes of Action against any creditor, lessor, utility, supplier, vendor, landlord, sub lessee, assignee, or other Person or Entity based upon, in whole or in part, any and all payments, postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral owed by such creditor, lessor, utility, supplier, vendor, landlord, sub-lessee, assignee, or other Person or Entity.

Causes of Action Related to Adversarial Proceedings and Potential Adversarial Proceedings, Including Claims, Defenses, Cross-claims, and Counterclaims

All claims and Causes of Action against any Person or Entity (excluding, for the avoidance of doubt, a Released Party) to which any Debtor is party or may in future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regulatory or non-regulatory, including, without limitation, all actual or potential (a) contract and tort actions that may exist or may subsequently arise, (b) actions relating to environmental and product liability matters, and (c) actions arising out of, or relating to, the Debtors' intellectual property rights.

For the avoidance of doubt, nothing herein shall be read as an admission as to the validity or allowance of any claim against any Debtor, and any and all claims against the Debtors that may be identified herein shall be treated in accordance with the Combined Disclosure Statement and

Plan and the Bankruptcy Code and the Debtors reserve any and all defenses, affirmative defenses, counterclaims, and cross claims regarding any claim, motion, or application asserted against the Debtors in connection with these Chapter 11 Cases or regarding any pending litigation to which the Debtors are a party.

Causes of Action Related to Insurance

All claims and Causes of Action arising from or relating to any insurance policies, insurance contracts, or other insurance arrangements of the Debtors, including, without limitation, any rights to coverage, indemnification, reimbursement, or defense costs, and any claims against insurers, insurance carriers, brokers, or other related parties arising under or in connection with such policies or arrangements, including for breach of contract, declaratory relief, or other applicable legal or equitable theories.

Additional and Related Causes of Action

In addition to the specific categories identified above, the Retained Causes of Action include any and all claims and Causes of Action arising from or relating to the same transactions, occurrences, conduct, omissions, relationships, or subject matter described above, including any claims that are derivative of, ancillary to, based upon, or reasonably related to the foregoing, whether known or unknown, matured or unmatured, fixed or contingent, asserted or unasserted, and whether arising under the Bankruptcy Code, state law, federal law, or otherwise.

For the avoidance of doubt, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Combined Disclosure Statement and Plan or by order of the Bankruptcy Court.

Causes of Action Related to Litigation and Potential Litigation

Unless otherwise released by the Combined Disclosure Statement and Plan, the Debtors or Liquidation Trustee (as applicable) expressly reserve all claims and Causes of Action against, or related to, all Persons and Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, including BUT NOT LIMITED TO (i) any rights, defenses, claims, counterclaims, causes of action, rights of offset, or rights to recoupment that the Debtors and the Liquidation Trustee may have related to any previously filed lawsuits where a Debtor is a defendant or claims exist against the Debtor, including, for the avoidance of doubt, all claims and Causes of Action arising from or relating to the arbitration by Mohammed Adham against certain of the Debtors; and (ii) any rights, defenses, claims, counterclaims, causes of action, rights of offset, or rights to recoupment that the Debtors and the Liquidation Trustee may have related to any previously filed lawsuits where a Debtor is a plaintiff or the Debtors has claims that exist, including, for the avoidance of doubt, (a) all claims and Causes of Action arising from or relating to the proceeding filed by the Debtors against UAB Nuvei, (b) all claims and Causes of Action arising from or relating to the transfer by an unauthorized actor of approximately

50.903 Bitcoin from Debtor-controlled wallets, which transfer was discovered by the Debtors on or about March 23, 2026, (c) all claims and Causes of Action arising from or related to the proceedings filed by the Debtors against Greg Gillen, (d) all claims and Causes of Action arising from or relating to the arbitration filed by the Debtors against A Mart; and (e) all claims and Causes of Action arising from or relating to the proceeding currently pending on appeal in the Iowa Supreme Court under the caption *In the Matter of $11,500.00 Seized from Bitcoin Depot Operating, LLC*, Iowa Supreme Court No. 25-1639, arising from Black Hawk County No. SPCR263450, in which the Debtors are the claimant-appellant (all of which claims are proposed to be assigned pursuant to the Proposed Coinflip Sale Order filed by the Debtors at Docket No. 477, as that term is defined in same).

Causes of Action Against Former Managers, Officers, and Employees of the Debtors, Brandon Mintz, and C. Scott Buchanan

The Debtors or Liquidation Trustee (as applicable) expressly reserve all claims and Causes of Action of the Debtors or their Estates not released under the Combined Disclosure Statement and Plan against: (a) any Person or Entity who was a former manager, officer, or employee (or, with respect to any Non-Released Parties, a former director) of any of the Debtors as of the Petition Date, solely in his or her capacity as such, (b) Brandon Mintz, (c) C. Scott Buchanan, and (d) any Entity or Person that is not a Released Party, including BUT NOT LIMITED TO any and all claims and Causes of Action related to or based in whole or in part upon (i) any act or omission that constitutes breach of trust or breach of fiduciary duty, including the duties of care, loyalty, good faith, disclosure, candor, and oversight, (ii) aiding and abetting breach of fiduciary duty, (iii) under and pursuant to any of the D&O Liability Insurance Policies (including for bad faith), or (iv) any other negligent, reckless or intentional misconduct that are not otherwise released, settled, or waived prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court (other than the Confirmation Order). Any and all such claims and Causes of Action will constitute Liquidation Trust Assets and will be assigned to the Liquidation Trust on the Effective Date in accordance with the Combined Disclosure Statement and Plan.

Reservation of Rights to Amend

The Debtors reserve all rights to amend, revise, or supplement this Exhibit C to the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Combined Disclosure Statement and Plan or by order of the Bankruptcy Court.

Exhibit C-1

Redline of Schedule of Retained Causes of Action

Schedule of Retained Causes of Action

Except as otherwise released under Article IX of the Combined Disclosure Statement and Plan,[1] the Liquidation Trust shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action described below, in accordance with the Combined Disclosure Statement and Plan and the Plan Supplement, including, for the avoidance of doubt, the *Notice of Filing of Identity of the Released Parties* [Docket No. 446].

The inclusion or failure to include any Cause of Action or claim on this Schedule of Retained Causes of Action shall not be deemed an admission, denial, release, or waiver of any claims, demands, rights or Causes of Action that the Debtors or their Estates may hold against any Person or Entity. Nothing contained in the Combined Disclosure Statement and Plan shall be deemed to be a waiver or relinquishment of any Cause of Action, including any rights, claims, rights of setoff or recoupment, or other legal or equitable defenses that any Debtor had immediately before the Effective Date, except as to any Causes of Action that are otherwise released under the Combined Disclosure Statement and Plan, as provided in the Combined Disclosure Statement and Plan. No Person or Entity, including without limitation any Holders of Claims that vote to accept the Combined Disclosure Statement and Plan, should expect that the Debtors or the Liquidation Trustee, as applicable, will not pursue any and all available claims and Causes of Action against them. On or after the Effective Date, the Liquidation Trust shall retain and be authorized to prosecute, pursue, compromise, settle, or otherwise dispose of the Retained Causes of Action, subject to applicable law.

The Liquidation Trustee shall have standing and authority to pursue any such retained claims, demands, rights, or Causes of Action, as appropriate, in accordance with the best interests of the Liquidation Trust. Except as otherwise provided herein, in accordance with and subject to any applicable law, the Debtors' inclusion or failure to include any Cause of Action on the Schedule of Retained Causes of Action shall not be deemed an admission, denial or waiver of any claims, demands, rights or Causes of Action that the Debtors or their Estates may hold against any Person or Entity. The Debtors intend to preserve all such claims, demands, rights, or causes of action as Retained Causes of Action (except to the extent any such claim or Cause of Action is specifically satisfied, settled, and released in the Combined Disclosure Statement and Plan).

The Debtors expressly reserve the right to alter, amend, remove, augment, supplement, or otherwise modify this Schedule of Retained Causes of Action ~~if any,~~ at any time in accordance with the terms of the Combined Disclosure Statement and Plan.

Notwithstanding the foregoing or anything to the contrary herein or in the Combined Disclosure Statement and Plan, the Debtors shall not retain any claims or Causes of Action (whether or not described herein) that are otherwise released under the Combined Disclosure Statement and Plan. The inclusion or omission of any explanatory parenthetical, or the specific exclusion of any Person or Entity or inclusion of a Released Party with respect to any specific

[1] Capitalized terms used herein shall have the meanings ascribed to such terms in the Combined Disclosure Statement and Plan.

claim or Cause of Action detailed herein shall not, under any circumstance, limit, abridge, or derogate the foregoing, and the provisions of this paragraph shall govern in all respects.

For the avoidance of doubt, the following specific types of claims and Causes of Action of the Debtors and their Estates are indicative, but are in no way exclusive, of the claims and Causes of Action retained in connection with the Combined Disclosure Statement and Plan, the failure to list any specific Cause of Action shall not be a bar and shall not have any impact on the rights of the Debtors or the Liquidation Trustee to bring any claim or Cause of Action not otherwise expressly released under the Combined Disclosure Statement and Plan or any other order of the Court, and no Person or Entity (other than the Released Parties) may rely on the absence of a specific reference in the Combined Disclosure Statement and Plan to any claims or Causes of Action against it as any indication that the Debtors or the Liquidation ~~Trust~~Trustee, as applicable, will not pursue any and all available claims or Causes of Action of the Debtors and their Estates against it:

Causes of Action Against Non-Released Parties

All claims and Causes of Action against any Person or Entity who is a Non-Released Party, including but not limited to Brandon Mintz and C. Scott Buchanan.

Causes of Action Related to Affiliates and Investors

All claims and Causes of Action arising from or relating to any Affiliate's or investor's (including, for the avoidance of doubt, any Affiliate or investor who is a Non-Released Party) breach of contract, tortious interference with business relationships, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, tortious interference with prospective economic advantage, unjust enrichment, corporate waste, breach of the implied covenant of good faith and fair dealing, and similar theories, including with respect to unauthorized diversion of business opportunities from the Debtors.

Causes of Action Related to Taxes

All claims and Causes of Action based upon, or related to, in whole or in part, any and all tax or tariff obligations to which any Debtor is or may become a party in the ordinary course of business or pursuant to which any Debtor has or may obtain any rights whatsoever, whether past, present, or future, including against or related to all Persons and Entities that owe or that may in the future owe money to any Debtor in connection with any claims in the ordinary course related to the Debtors' taxes, credits, overpayments, recoupments, or offsets.

Causes of Action Related to Avoidance Actions

Unless otherwise released by the Combined Disclosure Statement and Plan, the Debtors or Liquidation Trustee (as applicable) expressly reserve all avoidance and recovery actions or remedies that may be brought on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 544, 547, 548, 550, 551, 552, or 553 of the Bankruptcy Code. For the avoidance of doubt, no such Causes of Action against any of the Released Parties are Retained Causes of Action.

Causes of Action Related to Contracts, Leases, and Liens

All claims and Causes of Action (a) arising under any Executory Contracts or Unexpired Leases retained by the Debtors on the Effective Date and (b) against any vendor, supplier of goods or services, or customer of any Debtor for (i) overpayments, back charges, duplicate payments,

improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff, (ii) wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations,
(iii) failure to fully perform or to condition performance on additional requirements under any contract with any Debtor before the assumption or rejection, if applicable, of such contract, (iv) payments, deposits, holdbacks, reserves, or other amounts, (v) any liens, including mechanics', artisans', materialmens', possessory, or statutory liens held by any one or more of the Debtors, (vi) counter-claims and defenses related to any contractual obligations, (vii) any turnover actions arising under section 542 or 543 of the Bankruptcy Code, and (viii) unfair competition, interference with contract, or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims.

Causes of Action Related to Accounts Receivable and Accounts Payable and Other Commercial Causes of Action

All ~~commercial~~claims and Causes of Action against any Person or Entity arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed.

Causes of Action Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

All claims and Causes of Action against any creditor, lessor, utility, supplier, vendor, landlord, sub lessee, assignee, or other Person or Entity based upon, in whole or in part, any and all payments, postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral owed by such creditor, lessor, utility, supplier, vendor, landlord, ~~sub-lessee~~sub-lessee, assignee, or other Person or Entity.

Causes of Action Related to Adversarial Proceedings and Potential Adversarial Proceedings, Including Claims, Defenses, Cross-claims, and Counterclaims

All claims and Causes of Action against any Person or Entity (excluding, for the avoidance of doubt, a Released Party) to which any Debtor is party or may in future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regulatory or non-regulatory, including, without limitation, all actual or potential (a) contract and tort actions that may exist or may subsequently arise, (b) actions relating to environmental and product liability matters, and (c) actions arising out of, or relating to, the Debtors' intellectual property rights.

For the avoidance of doubt, nothing herein shall be read as an admission as to the validity or allowance of any claim against any Debtor, and any and all claims against the Debtors that may be identified herein shall be treated in accordance with the Combined Disclosure Statement and Plan and the Bankruptcy Code and the Debtors reserve any and all defenses, affirmative defenses, counterclaims, and cross claims regarding any claim, motion, or application asserted against the Debtors in connection with these Chapter 11 Cases or regarding any pending litigation to which the Debtors are a party.

Causes of Action Related to Insurance

All claims and Causes of Action arising from or relating to any insurance policies, insurance contracts, or other insurance arrangements of the Debtors, including, without limitation, any rights to coverage, indemnification, reimbursement, or defense costs, and any claims against insurers, insurance carriers, brokers, or other related parties arising under or in connection with such policies or arrangements, including for breach of contract, declaratory relief, or other applicable legal or equitable theories.

Additional and Related Causes of Action

In addition to the specific categories identified above, the Retained Causes of Action include any and all claims and Causes of Action arising from or relating to the same transactions, occurrences, conduct, omissions, relationships, or subject matter described above, including any claims that are derivative of, ancillary to, based upon, or reasonably related to the foregoing, whether known or unknown, matured or unmatured, fixed or contingent, asserted or unasserted, and whether arising under the Bankruptcy Code, state law, federal law, or otherwise.

For the avoidance of doubt, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Combined Disclosure Statement and Plan or by order of the Bankruptcy Court.

Causes of Action Related to Litigation and Potential Litigation

Unless otherwise released by the Combined Disclosure Statement and Plan, the Debtors or Liquidation Trustee (as applicable) expressly reserve all claims and Causes of Action against, or related to, all Persons and Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, including BUT NOT LIMITED TO (i) any rights, defenses, claims, counterclaims, causes of action, rights of offset, or rights to recoupment that the Debtors and the Liquidation Trustee may have related to any previously filed lawsuits where a Debtor is a defendant or claims exist against the Debtor, including, for the avoidance of doubt~~:~~

, all claims and Causes of Action arising from or relating to the arbitration by Mohammed Adham against certain of the Debtors; and ~~(a) all~~(ii) any rights, defenses, claims, counterclaims, causes of action, rights of offset, or rights to recoupment that the Debtors and the Liquidation Trustee may have related to any previously filed lawsuits where a Debtor is a plaintiff or the Debtors has claims that exist, including, for the avoidance of doubt, (a) all claims and Causes of Action arising from or relating to the proceeding filed by the Debtors against UAB Nuvei, (b) all claims and Causes of Action arising from or relating to the transfer by an unauthorized actor of approximately

50.903 Bitcoin from Debtor-controlled wallets, which transfer was discovered by the Debtors on or about March 23, 2026, (c) all claims and Causes of Action arising from or related to the proceedings filed by the Debtors against Greg Gillen, ~~and~~ (d) all claims and Causes of Action

arising from or relating to the arbitration ~~by Mohammed Adham against certain of~~filed by the Debtors~~.~~ against A Mart; and (e) all claims and Causes of Action arising from or relating to the proceeding currently pending on appeal in the Iowa Supreme Court under the caption *In the Matter of $11,500.00 Seized from Bitcoin Depot Operating, LLC*, Iowa Supreme Court No. 25-1639, arising from Black Hawk County No. SPCR263450, in which the Debtors are the claimant-appellant (all of which claims are proposed to be assigned pursuant to the Proposed Coinflip Sale Order filed by the Debtors at Docket No. 477, as that term is defined in same).

Causes of Action Against Former Managers, Officers, and Employees of the Debtors, Brandon Mintz, and C. Scott Buchanan

The Debtors or Liquidation Trustee (as applicable) expressly reserve all claims and Causes of Action of the Debtors or their Estates not released under the Combined Disclosure Statement and Plan against: (a) any Person or Entity who was a former manager, officer, or employee (or, with respect to any ~~Non-Released~~Non-Released Parties, a former director) of any of the Debtors as of the Petition Date, solely in his or

her capacity as such, (b) Brandon Mintz, (c) C. Scott Buchanan, and (d) any Entity or Person that is not a Released Party, including BUT NOT LIMITED TO any and all claims and Causes of Action related to or based in whole or in part upon (~~a~~i) any act or omission that constitutes breach of trust or breach of fiduciary duty, including the duties of care, loyalty, good faith, disclosure, candor, and oversight, (~~b~~ii) aiding and abetting breach of fiduciary duty, (~~c~~iii) under and pursuant to any of the D&O Liability Insurance Policies (including for bad faith), or (~~d~~iv) any other negligent, reckless or intentional misconduct that are not otherwise released, settled, or waived prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court (other than the Confirmation Order). Any and all such claims and Causes of Action will constitute Liquidation Trust Assets and will be assigned to the Liquidation Trust on the Effective Date in accordance with the Combined Disclosure Statement and Plan.

Reservation of Rights to Amend

The Debtors reserve all rights to amend, revise, or supplement this Exhibit C to the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Combined Disclosure Statement and Plan or by order of the Bankruptcy Court.

Summary report: **Litera Compare for Word 11.16.0.74 Document comparison done on 7/20/2026 6:14:27 PM**	
Style name: VE Show Moves	
Intelligent Table Comparison: Active	
Original filename: BTM - Retained Causes of Action .pdf	
Modified filename: Ex C - Retained Causes of Action (VE Draft 7.20.2026).pdf	
Changes:	
Add	52
~~Delete~~	17
~~Move From~~	1
Move To	1
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	71

EXHIBIT D

Liquidation Analysis

Project Coin - Summary Chapter 7 vs. Chapter 11 Comparison

			Recovery $		Recovery %	
$ in Actuals		**Base Value**	**Chapter 7**	**Chapter 11**	**Chapter 7**	**Chapter 11**
Forecasted Cash as of 8/10/26	$	755,713	755,713	755,713	100%	100%
Professional Fee Escrow		8,945,000	8,945,000	8,945,000	100%	100%
Silverview Reserve		17,220,000	17,220,000	17,220,000	100%	100%
Sale Proceeds Reserve Amounts		198,811	198,811	198,811	100%	100%
Total Reserves & Escrows		26,363,811	$ 26,363,811	$ 26,363,811	100%	100%
Total Cash, Reserves & Escrows	**$**	**27,119,525**	**$ 27,119,525**	**$ 27,119,525**	**100%**	**100%**
Other Assets						
Insurance Proceeds	$	900,000	$ 675,000	$ 900,000	75%	100%
Nuvei Claim		1,419,000	1,064,250	1,419,000	75%	100%
Equipment Financing Agreement Promissory Notes		40,900	40,900	40,900	100%	100%
Company Promissory Notes		140,200	140,200	140,200	100%	100%
Total Promissory Notes		181,100	181,100	181,100	100%	100%
Causes of Action		TBD	TBD	TBD	TBD	TBD
Total Other Proceeds	**$**	**2,500,100**	**$ 1,920,350**	**$ 2,500,100**	**77%**	**100%**
Total Distributable Proceeds	**$**	**29,619,625**	**$ 29,039,875**	**$ 29,619,625**		
Costs						
Wind Down Costs			$ 1,976,780	$ 1,530,450		
Chapter 7 Trustee Costs			894,446	-		
Administrative Costs			200,000	200,000		
Outstanding Professional Fees			11,594,836	11,594,836		
Total Costs			**$ 14,666,062**	**$ 13,325,286**		
Distributable Proceeds Net of Costs			**$ 14,373,812**	**$ 16,294,339**		
Claims Waterfall						
Other Priority Claims	$	1,365,000	$ 103,024	$ 1,365,000	8%	100%
Equipment Financing Agreement Claims		2,256,486	149,115	149,115	7%	7%
Term Loan Claims		14,121,674	14,121,674	14,121,674	100%	100%
General Unsecured Claims		43,490,055	-	658,550	-	2%
Intercompany Claims		n/a	-	-	-	-
Subordinated Claims		n/a	-	-	-	-
Intercompany Interests		n/a	-	-	-	-
Equity Interests		n/a	-	-	-	-
Total Claims	**$**	**61,233,215**	**$ 14,373,812**	**$ 16,294,339**	**23%**	**27%**

Liquidation Analysis Notes and Assumptions[1]

A. Introduction

The "best interests" test, section 1129(a)(7) of the Bankruptcy Code, requires the Bankruptcy Court to find, as a condition to confirmation of the Combined Disclosure Statement and Plan, that each Holder of a Claim or Interest in each Class that is Impaired has either (a) voted to accept the Combined Disclosure Statement and Plan or (b) received or retained under the Combined Disclosure Statement and Plan property of a value that is not less than the amount such Holder would receive or retain in a hypothetical liquidation under chapter 7 of the Bankruptcy Code (the "***Liquidation Analysis***").

The Debtors, with the assistance of their restructuring advisor, Portage Point Partners, LLC, and other advisors, prepared the Liquidation Analysis to include: (a) estimated cash proceeds that a chapter 7 trustee would generate if the Debtors' Chapter 11 Cases were converted to chapter 7 cases on the assumed Conversion Date (as defined below) and the remaining Assets of the Debtors' Estates were liquidated under chapter 7 of the Bankruptcy Code; (b) estimated distributions that each Holder of an Impaired Claim or Interest would receive from the liquidation proceeds under the Combined Disclosure Statement and Plan; and (c) a comparison of the estimated distribution and recovery that each Holder of an Impaired Claim or Interest would receive under a chapter 7 liquidation to the distribution and recovery under the Combined Disclosure Statement and Plan.

The Liquidation Analysis does not estimate the value of the Retained Causes of Action that would be transferred to the Liquidation Trust under the Combined Disclosure Statement and Plan. As set forth below, the Debtors believe the chapter 11 scenario optimizes potential recoveries on the Retained Causes of Action due (in part) to the ongoing cooperation and collaboration among the Debtors' management team, the Committee, and their respective advisors.

The Liquidation Analysis demonstrates that each Holder of a Claim or Interest in a Class that is Impaired would receive a recovery under the Combined Disclosure Statement and Plan that is not less than the amount such Holder would receive under a hypothetical chapter 7 liquidation. Therefore, the "best interests" test described above has been satisfied.

The Liquidation Analysis is based upon certain assumptions, and, as such, certain aspects may be different from those represented in the Combined Disclosure Statement and Plan. The Liquidation Analysis should be read in conjunction with the Combined Disclosure Statement and Plan.

B. Statement of Limitations

The Liquidation Analysis is a hypothetical exercise that has been prepared for the sole purpose of assisting the Bankruptcy Court and Holders of Impaired Claims or Interests in making

[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 318] (the "***Combined Disclosure Statement and Plan***").

the determination described above and is not intended to and should not be used for any other purpose.

The determination of the hypothetical proceeds, and costs of the liquidation of the Debtors' Assets, is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to significant business and economic uncertainties and contingencies beyond the control of the Debtors, their management, and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could affect the ultimate results.

The underlying financial information in the Liquidation Analysis was not compiled or examined by any independent accountants. No independent appraisals were conducted in preparing the Liquidation Analysis. Additionally, unless otherwise specified, the Debtors have not estimated, and the Liquidation Analysis does not take into account: (a) the tax consequences that may result from the liquidation of the Debtors' Assets under chapter 7 of the Bankruptcy Code; and (b) the avoidance of any prepetition liens and recoveries resulting from any potential preference, fraudulent transfer, or other litigation or avoidance actions.

ACCORDINGLY, WHILE DEEMED REASONABLE BASED ON THE FACTS CURRENTLY AVAILABLE, THE DEBTORS AND THEIR ADVISORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES CONTAINED HEREIN OR A CHAPTER 7 TRUSTEE'S ABILITY TO ACHIEVE THE FORECASTED RESULTS. IN THE EVENT THESE CHAPTER 11 CASES ARE CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY FROM THE ESTIMATES SET FORTH IN THIS LIQUIDATION ANALYSIS.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based upon a review of Claims listed on the Debtors' Schedules of Assets and Liabilities and Proofs of Claim that have been filed. In addition, the Liquidation Analysis includes estimates for Claims that are not currently asserted in the Chapter 11 Cases or that are currently contingent, which may or may not be asserted and Allowed in a chapter 7 liquidation. To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing the Liquidation Analysis.

Therefore, the Debtors' estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims and Interests under the Combined Disclosure Statement and Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION OF THE DEBTORS. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD

MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.

C. Basis of Presentation

The Debtors prepared the Liquidation Analysis assuming the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code on or about August 10, 2026 (the "***Conversion Date***"). The Debtors have assumed that the Conversion Date is a reasonable proxy for the anticipated Effective Date. Unless otherwise specified, the Liquidation Analysis is based on the Debtors' remaining Assets as of the Conversion Date and compares projected distributions under the Combined Disclosure Statement and Plan against those in a hypothetical chapter 7 liquidation.

In the chapter 11 scenario, the Debtors' Combined Disclosure Statement and Plan contemplates the appointment of a Liquidation Trustee to effectuate the reconciliation of Claims, distributions to Holders of Allowed Claims, and the Wind Down of the Estates after the Effective Date. In connection therewith, the Debtors' management team, Chief Restructuring Officer, and professional advisors have been, and will continue through and after the Effective Date to be, actively cooperating with the Committee and its advisors in facilitating an orderly transition to the Liquidation Trustee. This ongoing collaboration is designed to preserve and transfer institutional knowledge, relevant historical information, litigation work product, and the resources necessary to efficiently Wind Down the Estates and maximize recoveries on the Retained Causes of Action.

In the chapter 7 scenario, on the Conversion Date, it is assumed that the Office of the United States Trustee would appoint one or more chapter 7 trustees (the "***Trustee***") to liquidate the Estates, during which time all of the Debtors' remaining Assets would be sold or surrendered to the respective lien holders, and the Cash proceeds, net of liquidation-related costs, would then be used and distributed to creditors in accordance with the priority scheme under section 726 of the Bankruptcy Code.

Under section 704 of the Bankruptcy Code, a chapter 7 trustee must, among other duties, collect and convert the property of a debtor's estate as expeditiously as possible with the best interests of the debtor's stakeholders, which could result in potentially distressed recoveries. Although it is expected that the Trustee would seek to accomplish a similar liquidation of the Debtors' remaining Assets, the Trustee would be incentivized to do so on an expedited timeline that may yield less proceeds as compared to a chapter 11 scenario. In addition, the Trustee would be required to address the disposition of certain Assets held by the Estates, complete the remaining obligations of the Estates, and complete other wind down tasks.

The hypothetical chapter 7 liquidation of the Debtors' Estates is assumed to occur through the disposition of the Debtors' remaining Assets, and the Cash proceeds, net of liquidation-related costs, would then be distributed to creditors in accordance with applicable law, including, among other things: (a) fees due to the Trustee; (b) professional fees attributable to the liquidation and wind-down of the Estates; (c) expenses associated with the liquidation and wind-down of the

Estates; (d) costs and expenses of other Administrative Claims that may arise in a chapter 7 liquidation; and (e) prepetition Claims.

In addition, in the event of a chapter 7 liquidation, it is possible that a chapter 7 liquidation would result in increased costs and expenses arising from fees payable to the Trustee and professional advisors to the Trustee. The Liquidation Analysis assumes that the Debtors' costs of liquidation under chapter 7 includes the fees payable to the Trustee as well as those fees that might be payable to attorneys and other professionals that the Trustee might separately engage. The foregoing types of Claims, costs, expenses, fees, and such other Claims that may arise in a liquidation case would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay prepetition priority, secured, and unsecured Claims, or available for distribution to the Holders of Interests.

D. Notes to the Liquidation Analysis

The following notes detail the assumed treatment and estimated value of (a) the Debtors' Assets, (b) costs associated with the liquidation of these Assets, and (c) any Claims that have been asserted or could be asserted against these Assets. The Liquidation Analysis should be read in conjunction with the following notes:

1. Forecasted Cash

The Debtors' Cash balance as of the Conversion Date is estimated to be approximately $755,000, which includes funds received through the sale of cryptocurrency Assets and operational activities, as well as proceeds received from the 363 Asset Sales.

2. Silverview Reserve (Adequate Protection Account)

The Debtors estimate approximately $17,200,000 deposited into the Adequate Protection Account and maintained by the Debtors pursuant to the Interim Cash Collateral Orders on account of the Term Loan Claims asserted against certain of the Debtors by Silverview, as Term Loan Agent, under the Term Loan Facility.

3. Sale Proceeds Reserve Amounts (Equipment Financing Agreement Collateral Proceeds)

The Debtors estimate funds reserved pursuant to the Interim Cash Collateral Orders on account of (a) the Equipment Financing Agreement Claims asserted by NFS Leasing, Inc. ("***NFS***") and VFS LLC ("***VFS***") and (b) the Tax Liens asserted by the Texas Taxing Authorities (each as defined in the Interim Cash Collateral Orders) against certain of the BTMs located in Texas. The amounts allocated to the NFS and VFS reserves in this Liquidation Analysis are equal to the Debtors' estimates of the Equipment Financing Agreement Collateral Proceeds attributable to their respective Equipment Financing Agreement Collateral, subject to final purchase price allocation from the 363 Asset Sales and net of applicable taxes and fees.

4. Insurance Proceeds

The Debtors estimate potential recovery from an insurance claim filed under the Debtors' applicable Insurance Contracts in connection with the theft of approximately 51 Bitcoin that occurred in March 2026. The claim was submitted to the applicable insurer on or around April 9, 2026, and as of the date hereof, the claim remains under review by the insurance carrier. The maximum potential recovery is subject to the applicable policy limit of $1,000,000. The Debtors estimate 75% recovery for this Asset in the chapter 7 scenario. This discount reflects the incremental risk of collection associated with, among other things, the installation of a chapter 7 trustee unfamiliar with the Debtors' business and Assets, the onboarding of new professionals unfamiliar with the underlying facts and circumstances, the potential loss of continuity of management personnel possessing critical institutional knowledge, and the administrative inefficiencies inherent in transitioning to an entirely new fiduciary and advisory team.

5. Nuvei Claim

The Debtors estimate potential recovery from a litigation Cause of Action captioned *Bitcoin Depot Inc. v. UAB Nuvei*, Case No. 64123-12-25, a breach of contract action filed by the Debtors, as plaintiff, pending in Israel. The complaint was filed on December 18, 2025, and as of the date hereof, the matter remains in early-stage proceedings. The Debtors estimate 75% recovery for this Asset in the chapter 7 scenario. This discount reflects the incremental risk of collection associated with, among other things, the installation of a chapter 7 trustee unfamiliar with the Debtors' business and Assets, the onboarding of new professionals unfamiliar with the underlying facts and circumstances, the potential loss of continuity of management personnel possessing critical institutional knowledge, and the administrative inefficiencies inherent in transitioning to an entirely new fiduciary and advisory team.

6. Equipment Financing Agreement Promissory Notes

The Debtors estimate deferred consideration payable to the Estates in connection with the sale of certain BTMs that may constitute Equipment Financing Agreement Collateral attributable to NFS and VFS in connection with the 363 Asset Sales. Such deferred consideration has not been or will not be received upon closing of the applicable 363 Asset Sales and is documented in promissory notes payable to the Debtors, due in December 2026. The Debtors estimate 100% recovery for this Asset in both the chapter 7 and chapter 11 scenarios, as the amounts are documented obligations of creditworthy counterparties with defined payment terms.

7. Company Promissory Notes

The Debtors estimate deferred consideration payable to the Estates in connection with the sale of certain BTMs owned by the Debtors (other than Equipment Financing Agreement Collateral) in connection with the 363 Asset Sales. Such deferred consideration has not been or will not be received upon closing of the applicable 363 Asset Sales and is documented in promissory notes payable to the Debtors, due in December 2026. The Debtors estimate 100% recovery for this Asset in both the chapter 7 and chapter 11 scenarios, as the amounts are documented obligations of creditworthy counterparties with defined payment terms.

8. Retained Causes of Action

As of the date hereof, prepetition Retained Causes of Action remain under investigation and evaluation, and the amounts recoverable, if any, are undetermined. Accordingly, no specific value or recovery amount has been estimated for this Asset in either the chapter 7 or chapter 11 scenarios.

Notwithstanding the foregoing, the Debtors believe that the ongoing cooperation and collaboration among the Debtors' management team, the Committee, and their respective advisors to facilitate an orderly transition to the Liquidation Trustee in the chapter 11 scenario, particularly with respect to efforts to preserve and transfer institutional knowledge, relevant historical information, litigation work product, and other resources, is critical to maximizing the value that may be recoverable in connection with the Retained Causes of Action.

The Debtors estimate that recovery amounts for this Asset in a chapter 7 scenario would be materially lower than in the chapter 11 scenario. This discount reflects the incremental risk of collection associated with, among other things, the installation of a chapter 7 trustee unfamiliar with the Debtors' business and Assets, the onboarding of new professionals unfamiliar with the underlying facts and circumstances, the potential loss of continuity of management personnel possessing critical institutional knowledge, and the administrative inefficiencies inherent in transitioning to an entirely new fiduciary and advisory team.

9. Wind Down Costs

The Debtors estimate costs associated with the wind down of the Estates, including the non-Debtor foreign subsidiaries. Such costs include, among other things, professional fees required to support the Liquidation Trustee in winding down the Estates and expenses related to the liquidation and recovery of Assets, Claims reconciliation, and other administrative duties relating to the wind-down. The Debtors also estimate additional expenses that would be incurred during the wind-down period, including technology expenses, insurance costs, and overhead.

The Debtors estimate that wind down costs in a chapter 7 scenario would be materially higher than in the chapter 11 scenario. This increase reflects the incremental costs associated with, among other things, the installation of a chapter 7 trustee unfamiliar with the Debtors' business and Assets, the onboarding of new professionals unfamiliar with the underlying facts and circumstances, the potential loss of continuity of management personnel possessing critical institutional knowledge, and the administrative inefficiencies inherent in transitioning to an entirely new fiduciary and advisory team.

10. Chapter 7 Trustee Costs

Pursuant to section 326 of the Bankruptcy Code, the Bankruptcy Court may allow reasonable compensation for the Trustee's services. The Trustee's fees should not exceed 25% on the first $5,000 or less, 10% on any amount in excess of $5,000 but not in excess of $50,000, 5% on any amount in excess of $50,000 but not in excess of $1 million, and 3% of such moneys in excess of $1 million, upon all moneys disbursed or turned over in the case by the Trustee to parties

in interest. The Liquidation Analysis projects Trustee fees in accordance with these maximum allowable percentages.

11. Administrative Costs

The Debtors estimate accrued and unpaid Administrative Claims at Confirmation, reflecting expenses incurred during the post-petition period but not paid by the Conversion Date, including operating expenses, taxes, and other Administrative Claims.

12. Equipment Financing Agreement Claims

The Debtors estimate obligations under the Debtors' Equipment Financing Agreements with NFS and VFS, which were used to finance the acquisition of certain BTMs. The associated obligations are secured by, or otherwise relate to, the applicable Equipment Financing Agreement Collateral.

13. Other Priority Claims

The Debtors estimate potential recoveries on account of Other Priority Claims, including a potential Claim by the Texas Comptroller of Public Accounts arising from an ongoing franchise tax audit covering Texas tax years 2022 through 2025 (accounting periods 2021 through 2024). As of the date hereof, the franchise tax audit remains ongoing and the final liability, if any, is undetermined. The Debtors have also estimated additional amounts on account of additional Other Priority Claims. All such amounts are subject to final reconciliation and allowance of Other Priority Claims in accordance with the Combined Disclosure Statement and Plan.

14. Term Loan Claims

The Debtors estimate the Term Loan Claims asserted by the Term Loan Secured Parties under the Term Loan Agreement and related Term Loan Documents, including outstanding principal, accrued interest, fees, and other obligations arising under the Term Loan Documents. As of the Conversion Date, the aggregate balance of the asserted Term Loan Claims totals approximately $14,100,000, excluding the asserted Exit Fee. The Liquidation Analysis assumes a consensual resolution of the Term Loan Claims will be reached among the Debtors, the Committee, and the Term Loan Secured Parties prior to the Effective Date in the chapter 11 scenario.

15. General Unsecured Claims

The Debtors estimate General Unsecured Claims based on Claims that have been scheduled as well as the Exit Fee of approximately $3,000,000 in connection with the Term Loan Agreement. The estimated General Unsecured Claims do not include Claims that are speculative in amount, including Disputed Claims related to litigation, that may be asserted against the Debtors. The Liquidation Analysis concludes that there are no expected recoveries for the Holders of General Unsecured Claims in a chapter 7 scenario.

Exhibit E

Liquidation Trust Agreement

LIQUIDATION TRUST AGREEMENT AND DECLARATION OF TRUST

This Liquidation Trust Agreement and Declaration of Trust (the "Agreement"), dated as of [*], 2026, is made by and among Bitcoin Depot Inc., BCD Merger Sub LLC, Bitcoin Depot Operating LLC, BT HoldCo LLC, BTM International Holdings 1 LLC, BTM International Holdings II LLC, Cash Ramp LLC, Digital Gold Ventures Inc., Express Vending Inc., Intuitive Software LLC, Kiosk Holdco LLC, Kiosk Technicians, LLC, Kutt, Inc., Lux Vending Kiosk, LLC, MCA Services Group, LLC, Mintz Assets, Inc., BitAccess Inc., debtors and debtors in possession (collectively, the "Debtors"), and [*] (the "Trustee," and together with the Debtors, each, a "Party" and collectively, the "Parties").

RECITALS

1. On May 17 and 18, 2026, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), and their Chapter 11 Cases are being jointly administered as *In re Bitcoin Depot Inc., et al.*, Case No. 26-90528 (CML).

2. On May 28, 2026, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed the Official Committee of Unsecured Creditors [Docket No. 101] (the "Committee").

3. On June 24, 2026, the Debtors filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 328] (as may be amended, supplemented, or modified from time to time, the "Plan").

4. On June 25, 2026, the Bankruptcy Court entered the *Order (I) Scheduling A Combined Hearing; (II) Establishing Objection Deadlines; (III) Approving the Solicitation Materials and Tabulation Procedures; (IV) Conditionally Approving the Combined Disclosure*

Statement and Plan; and (V) Granting Related Relief [Docket No. 332] (the "Conditional Approval and Procedures Order").[1]

5. On [*], 2026, the Bankruptcy Court entered an order ("Confirmation Order") (Docket No. [*]) confirming the Plan, which became effective on [*] ("Effective Date").

6. Article V of the Plan provides for the creation of the Liquidation Trust ("Trust") on the Effective Date of the Plan.

7. The Trust is established for the benefit of Holders of Allowed Class 5 General Unsecured Claims and, if applicable, Holders of Allowed Equipment Financing Agreement Claims, in each case entitled to distributions under the Plan (collectively, the "Liquidation Trust Beneficiaries").

8. The Trust is established for the purpose of collecting, holding, administering, distributing, and liquidating the Liquidation Trust Assets ("Trust Assets") for the benefit of the Liquidation Trust Beneficiaries in accordance with the terms and conditions of this Agreement, the Plan, and the Confirmation Order, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

9. Pursuant to the Plan, the Debtors, Trust, Trustee, and Liquidation Trust Beneficiaries are required to treat, for all federal income tax purposes, the transfer of the Trust Assets to the Trust as a transfer of the Trust Assets by the Debtors to the Liquidation Trust Beneficiaries in satisfaction of their Allowed Claims, followed by a transfer of the Trust Assets by the Liquidation Trust Beneficiaries to the Trust in exchange for the Liquidation Trust Interests

[1] A capitalized term used but not defined herein shall have the meaning ascribed to it in the Conditional Approval and Procedures Order, the Plan (as defined herein), or the Confirmation Order (as defined herein), as applicable.

provided for herein, and to treat the Liquidation Trust Beneficiaries as the grantors and owners of the Trust for federal income tax purposes.

10. Pursuant to the Plan, the Trust is intended for federal income tax purposes (i) to be treated as a grantor trust within the meaning of sections 671 through 679 of the Internal Revenue Code of 1986, as amended ("IRC"), and also (ii) to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d).

11. In accordance with the Plan, the Trust is further intended to be exempt from the requirements of (i) pursuant to section 1145 of the Bankruptcy Code, the Securities Exchange Act of 1933, as amended, and any applicable state and local laws requiring registration of securities, and (ii) the Investment Company Act of 1940, as amended, pursuant to sections 7(a) and 7(b) of that Act and section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the promises, and the mutual covenants and agreements of the Parties contained in the Plan and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties agree and declare as follows:

DECLARATION OF TRUST

The Debtors and the Trustee enter into this Agreement to effectuate the distribution of the Trust Assets to the Liquidation Trust Beneficiaries pursuant to the Plan and the Confirmation Order;

Pursuant to Article V of the Plan and section 2.3.2 of this Agreement, on the Effective Date, all the Liquidation Trust Assets shall automatically be transferred to and vest in the Trust free and clear of all Claims, Liens, Interests, encumbrances, charges, and other interests, except as

otherwise provided in the Plan or the Confirmation Order, and shall comprise Liquidation Trust Assets for all purposes;

TO HAVE AND TO HOLD unto the Liquidation Trustee and its successors in trust; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the Liquidation Trust Assets and all other property held from time to time by the Trust under this Agreement and any proceeds thereof and earnings thereon (collectively, "Trust Assets") are to be held by the Trust and applied on behalf of the Trust by the Trustee on the terms and conditions set forth herein and the Plan, solely for the benefit of the Liquidation Trust Beneficiaries, and as more fully set forth in the Plan and this Agreement, for no other party.

ARTICLE I

RECITALS, PLAN DEFINITIONS, OTHER DEFINITIONS, INTERPRETATION, AND CONSTRUCTION

1. Recitals. The Recitals are incorporated into and made terms of this Agreement.

2. Definitions. All terms used in this Agreement but not defined herein shall have the meanings set forth in the Plan or as otherwise set forth herein.

3. Conflict Among Plan Documents. In the event of any inconsistency between the Plan, the Confirmation Order, and this Agreement, the Confirmation Order shall control. In the event of an inconsistency between the Plan and this Agreement, this Agreement shall control.

ARTICLE II

ESTABLISHMENT OF TRUST

2.1 Effectiveness of Agreement; Name of Trust. This Agreement shall become effective on the Effective Date. The Trust shall be officially known as the "Bitcoin Depot Liquidation Trust."

2.2 Purpose of Trust. The Debtors and the Trustee, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby create the Trust for the primary purpose of collecting, holding, administering, distributing and liquidating the Trust Assets for the benefit of the Liquidation Trust Beneficiaries in accordance with the terms and conditions of this Agreement and the Plan, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

2.3 Transfer of Trust Assets.

2.3.1 Conveyance of Trust Assets. Pursuant to the Plan, the Debtors hereby grant, release, assign, transfer, convey and deliver, on behalf of the Liquidation Trust Beneficiaries, the Trust Assets to the Trust as of the Effective Date (including, for the avoidance of doubt, the Retained Causes of Action and the Liquidation Trust Funding) in trust for the benefit of the Liquidation Trust Beneficiaries, which shall comprise Trust Assets for all purposes and shall be administered and applied as specified in this Agreement and the Plan. After the Effective Date, neither the Debtors nor any third party shall have any interest in the Liquidation Trust Assets except as expressly set forth in the Plan or the Confirmation Order. The Debtors shall, from time to time, as and when reasonably requested by the Trustee, execute and deliver or cause to be executed and delivered all such documents (in recordable form where necessary or appropriate) and the Debtors shall take or cause to be taken such further action as the Trustee may reasonably deem necessary or appropriate, to vest or perfect in the Trust or confirm to the Trustee title to and possession of the Trust Assets. The Trustee shall have no duty to arrange for any of the transfers contemplated under this Agreement or by the Plan or to ensure their compliance with the terms of

the Plan, and/or the Confirmation Order, and shall be conclusively entitled to rely on the legality and validity of such transfers.

2.3.2 Title to Trust Assets. Pursuant to the Plan, all of the Debtors' right, title and interest in and to the Trust Assets, including all such assets held or controlled by third parties, are immediately, automatically, and irrevocably vested in the Trust on the Effective Date and shall comprise Trust Assets for all purposes, free and clear of all Claims, Liens, Interests, encumbrances, charges, and other interests, except as otherwise provided in the Plan or the Confirmation Order, and such transfer is on behalf of the Liquidation Trust Beneficiaries to establish the Trust. The Trust shall be authorized to obtain possession or control of, liquidate, and collect all of the Trust Assets in the possession or control of third parties, pursue, settle and/or sell the Retained Causes of Action, and assert and/or exercise any and all rights of setoff and recoupment and defenses of the Debtors or their Estates to any counterclaims that may be asserted by any and all defendants as to the Retained Causes of Action or Holders of Disputed Claims. Without limiting the generality of the foregoing, the Trust shall have the right to invoke section 542 of the Bankruptcy Code to pursue turnover of Trust Assets. On the Effective Date, the Trust shall be substituted for the Debtors for all purposes with respect to the Trust Assets and administration of Claims and Interests. To the extent any law or regulation prohibits the transfer of ownership of any of the Trust Assets from the Debtors to the Trust and such law is not superseded by the Bankruptcy Code, the Trust's interest shall be a lien upon and security interest in such Trust Assets, in trust, nevertheless, for the sole use and purposes set forth in section 2.2, and this Agreement shall be deemed a security agreement granting such interest thereon without need to file financing statements or mortgages. By executing this Agreement, the Trustee on behalf of the Trust hereby accepts all of such property

as Trust Assets, to be held in trust for the Liquidation Trust Beneficiaries, subject to the terms of this Agreement and the Plan.

2.3.3 Equity and Other Ownership Interests. To the extent that Trust Assets consist of or include any equity, membership, or other ownership interest in any Person (including, without limitation, (a) equity or membership interests in a Debtor entity that is not subject to a Dissolution Transaction, (b) equity interests in any Non-Debtor Affiliate (as defined in the Plan), and (c) any equity interest arising from the Liquidation Trustee's election to convert an Intercompany Claim to equity, or to Reinstate, contribute, or otherwise address an Intercompany Interest, pursuant to Article IV.B.6 or IV.B.8 of the Plan), the Trustee shall hold such interest solely for the limited purpose of completing the Wind Down of, and effectuating the dissolution or liquidation of, the applicable Person, in furtherance of, and consistent with, the liquidating purpose of the Trust, and with no objective to continue or engage in the conduct of a trade or business through any such Person except to the extent reasonably necessary to, and consistent with, such liquidating purpose. The Trustee shall use reasonable efforts to complete the Wind Down of, and dissolve or liquidate, each such Person as promptly as practicable.

2.4 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

2.5 Cooperation of the Debtors. Prior to the Effective Date, the Debtors shall, at the cost and expense of the Debtors, and on or after the Effective Date, the Debtors shall, at the sole

cost and expense of the Trust (which shall, in each case, constitute Liquidation Trust Expenses hereunder), use commercially reasonable efforts to preserve (including through device imaging) and provide to the Trust the following: (a) all documents, communications, and other information (or copies thereof) (collectively, "Information") provided to Debevoise & Plimpton LLP in connection with the Investigation Subcommittee's investigation, as well as complete and unredacted versions of the reports prepared by the Investigation Subcommittee and/or its counsel (which unredacted reports may be provided to the Trustee and the members of the Liquidation Trust Oversight Board on a confidential basis); (b) all Information produced, or that is otherwise ready to be produced, by the Debtors in discovery in the Chapter 11 Cases; and (c) such other Information relating to the Retained Causes of Action in the possession, custody, and control of the Debtors that the Debtors and the Trust may agree upon after conferring in good faith; provided that the Debtors shall preserve all Information subject to existing litigation holds, which shall remain in effect; provided, further, that, notwithstanding anything to the contrary herein, the Debtors shall not be required to (i) incur any liability for any fees or expenses (including any indemnification obligations) that may result from any such preservation or production, and any documented costs and expenses incurred by the Debtors in connection therewith shall be borne or promptly reimbursed by the Trust (which shall, in each case, constitute Liquidation Trust Expenses hereunder), or (ii) take any action in connection with the Debtors' cooperation obligations under this section that the Debtors reasonably determine would harm the merits of, create defenses to, or otherwise prejudice the Trust Assets, including the Retained Causes of Action, following good-faith consultation and coordination between the Debtors and the Trustee, or subject to any further court order requiring production. The Debtors shall transfer all Information to the Trust on the

Effective Date. The Debtors shall arrange for the Trustee to receive an updated Claims Register from the Claims and Noticing Agent within thirty (30) days after the Effective Date.

2.6 No Retention of Excess Cash. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the Trust or Trustee retain cash or cash equivalents in excess of a reasonable amount to meet Claims, expenses, and contingent liabilities or to maintain the value of the Trust Assets during liquidation other than reserves established pursuant to sections 3 and/or 4.1.2 of this Agreement, and shall distribute all amounts not required to be retained for such purposes to the Liquidation Trust Beneficiaries as promptly as reasonably practicable, but in all events at least annually, in accordance with the Plan and this Agreement.

2.7 Acceptance by Trustee. The Trustee accepts its appointment as Liquidation Trustee of the Trust.

ARTICLE III

ADMINISTRATION OF TRUST

3.1 Rights, Powers, and Privileges of Trustee Generally. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, as of the date that the Trust Assets are transferred to the Trust and become Trust Assets, the Trustee on behalf of the Trust may control and exercise authority over the Trust Assets, over the acquisition, management and disposition thereof, and over the management and conduct of the affairs of the Trust. In administering the Trust Assets, the Trustee shall endeavor not to unduly prolong the Trust's duration, with due regard that undue haste in the administration of the Trust Assets may fail to maximize value for the benefit of the Liquidation Trust Beneficiaries and otherwise be imprudent and not in the best interests of the Liquidation Trust Beneficiaries.

3.2 Power to Contract. In furtherance of the purpose of the Trust, and except as otherwise specifically restricted in the Plan, Confirmation Order, or this Agreement, the Trustee shall have the right and power on behalf of the Trust, and also may cause the Trust, to enter into any covenants or agreements binding the Trust, and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Trustee to be consistent with and advisable in furthering the purpose of the Trust, including without limitation, with respect to the Retained Causes of Action.

3.3 Ultimate Right to Act Based on Advice of Counsel or Other Professionals. Nothing in this Agreement shall be deemed to prevent the Trustee from taking or refraining to take any action on behalf of the Trust that, based upon the advice of counsel or other professionals, the Trustee determines it is obligated to take or to refrain from taking in the performance of any duty that the Trustee may owe the Liquidation Trust Beneficiaries or any other Person under the Plan, Confirmation Order, or this Agreement.

3.4 Powers of Trustee. Without limiting the generality of the above section 3.1, in addition to the powers granted in the Plan, the Trustee shall have the power to take the following actions on behalf of the Trust and any powers reasonably incidental thereto that the Trustee, in its reasonable discretion, deems necessary or appropriate to fulfill the purpose of the Trust, unless otherwise specifically limited or restricted by the Plan, the Confirmation Order, or this Agreement:

3.4.1 hold legal title to the Trust Assets and to any and all rights of the Debtors and the Liquidation Trust Beneficiaries in or arising from the Trust Assets;

3.4.2 receive, maintain, conserve, supervise, prosecute, collect, settle, manage, adjust, invest, protect, enforce and where appropriate, cause the Trust to abandon the Trust Assets,

including causing the Trust to invest any moneys held as Trust Assets in accordance with the terms of section 3.7 hereof;

3.4.3 open and maintain bank accounts on behalf of or in the name of the Trust;

3.4.4 cause the Trust to enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order, or this Agreement, and to perform all obligations thereunder;

3.4.5 collect and liquidate all Trust Assets, including the sale of any Trust Assets;

3.4.6 protect and enforce the rights to the Trust Assets (including the Retained Causes of Action) vested in the Trust and Trustee by this Agreement by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

3.4.7 investigate any Trust Assets including, but not limited to, the Retained Causes of Action, review, reconcile, compromise, settle, or object to Claims of any kind, and cause the Trust to seek the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004;

3.4.8 cause the Trust to employ or retain professionals, a Disbursing Agent, and other agents, independent contractors and third parties pursuant to this Agreement and pay the reasonable compensation thereof;

3.4.9 cause the Trust to pay all of its lawful expenses, debts, charges, taxes and other liabilities, and make all other payments relating to the Trust Assets, solely out of Trust Assets;

3.4.10 cause the Trust to review, reconcile, prosecute, enforce, collect, compromise, settle, abandon or elect not to pursue all Disputed Claims and the Retained Causes of Action;

3.4.11 calculate, authorize and make all distributions to the Holders of Allowed Claims as provided for in, or contemplated by, the Plan and this Agreement;

3.4.12 establish, adjust, and maintain a reserve for Disputed Claims ("Disputed Claims Reserve");

3.4.13 cause the Trust to withhold from the amount distributable to any Person the maximum amount needed to pay any tax or other charge that the Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld from such distribution under the income tax or other laws of the United States or of any state or political subdivision thereof;

3.4.14 in reliance upon the Debtors' Schedules and the official Claims Register maintained in these Chapter 11 Cases, review, and where appropriate, cause the Trust to allow or object to Claims, and supervise and administer the Trust's commencement, prosecution, settlement, compromise, withdrawal or resolution of all objections to Disputed Claims required to be administered by the Trust;

3.4.15 in reliance upon the Debtors' Schedules and the Claims Register maintained in these Chapter 11 Cases, maintain a register evidencing the Liquidation Trust Interest herein held by each Liquidation Trust Beneficiary and, in accordance with section 3.8 of this Agreement, such register may be the official Claims Register maintained in these Chapter 11 Cases;

3.4.16 cause the Trust to make all tax withholdings, file tax information returns, file and prosecute tax refund claims, make tax elections by and on behalf of the Trust, and file tax returns for the Trust as a grantor trust under IRC section 671 and Treasury Income Tax Regulation section 1.671-4 pursuant to and in accordance with the Plan and Article VII hereof, and pay taxes, if any, payable for and on behalf of the Trust, provided, however, nothing contained herein shall

provide the Trustee with authority or responsibility to file any tax returns for the Debtors' estates, nor shall the Trust or the Trustee have any responsibility or liability in any capacity whatsoever for the filing of the Debtors' income tax returns for any period either prior to or after the Effective Date;

3.4.17 cause the Trust to abandon or donate to a qualified section 501(c)(3) of the Tax Code charitable organization any Trust Assets that the Trustee determines to be too impractical to distribute to Liquidation Trust Beneficiaries or of inconsequential value to the Trust and Liquidation Trust Beneficiaries;

3.4.18 cause the Trust to send annually to Liquidation Trust Beneficiaries, in accordance with the tax laws, a separate statement stating a Liquidation Trust Beneficiary's interest in the Trust and its share of the Trust's income, gain, loss, deduction or credit, and to instruct all such Liquidation Trust Beneficiaries to report such items on their federal tax returns;

3.4.19 cause the Trust to seek a determination of tax liability or refund under section 505 of the Bankruptcy Code;

3.4.20 cause the Trust to establish such reserves for taxes, assessments and other expenses of administration of the Trust as may be necessary and appropriate for the proper operation of matters incident to the Trust;

3.4.21 cause the Trust to purchase and carry all insurance policies that the Trustee deems reasonably necessary or advisable and to pay all associated insurance premiums and costs;

3.4.22 undertake all administrative functions of the Trust, including overseeing the winding down and termination of the Trust;

3.4.23 exercise, implement, enforce, and discharge all of the applicable and relevant terms, conditions, powers, duties, and other provisions of the Plan, the Confirmation Order, and this Agreement; and

3.4.24 take all other actions consistent with the provisions of the Plan that the Trustee deems reasonably necessary or desirable to administer the Trust.

3.5 Exclusive Authority to Pursue the Retained Causes of Action. The Trust shall have the exclusive right, power, and interest to review, reconcile, enforce, collect, compromise, settle, or elect not to pursue the Retained Causes of Action. The Trust, acting by and through the Trustee, shall be the sole representative of the Estates under section 1123(b)(3) of the Bankruptcy Code with respect to the Retained Causes of Action. The Trust shall be vested with, and the Trust and Trustee shall be entitled to assert, all setoffs, and defenses of the Debtors or the Trust to any counterclaims that may be asserted by any defendant with respect to the Retained Causes of Action. The Trust shall also be vested with, and the Trust and Trustee shall be entitled to assert, all of the Debtors' and the Estates' rights with respect to any such counterclaims under section 558 of the Bankruptcy Code. To the extent the Trustee determines, in its reasonable business judgment, that the Retained Causes of Action should be sold, any sale by the Trust of any Retained Causes of Action shall be either (A) pursuant to a reasonable auction, or (B) on terms that are commercially reasonable. Moreover, any settlement by the Trustee of any of the Retained Causes of Action shall be on terms the Trustee determines, in its reasonable business judgment, to be fair and reasonable, subject to any approval of the Liquidation Trust Oversight Board required under this Agreement.

3.6 Abandonment. Notwithstanding the foregoing, if, in the Trustee's reasonable discretion, any Trust Asset is determined to be of de minimis value or burdensome to the Trust or its Liquidation Trust Beneficiaries, the Trustee shall have the right to cause the Trust to abandon

or otherwise dispose of such property, including by donation of such property to a qualified section 501(c)(3) of the Tax Code charitable organization, pursuant to the procedures set forth in the Plan.

3.7 Responsibility for Administration of Claims. From and after the Effective Date, the Trust shall become responsible for administering and paying distributions to the Holders of Allowed Claims. The Trust, acting by and through the Trustee, shall have the exclusive right to object to the allowance of any Claim on any ground, to file, withdraw or litigate to judgment objections to Claims, to settle or compromise any Disputed Claims without any further notice to or action, order or approval by the Bankruptcy Court, and to assert all defenses of the Debtors and their Estates except where such Claim is expressly allowed under the Plan or Confirmation Order. The Trust, acting by and through the Trustee, shall also be entitled to assert all of the Debtors' and the Estates rights under, without limitation, section 558 of the Bankruptcy Code, and may seek estimation of any Claims under and subject to section 502(c) of the Bankruptcy Code.

3.8 Agents and Professionals. The Trustee may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants, appraisers, and other professionals the Trustee believes have qualifications necessary to assist in the administration of the Trust, including professionals previously retained by the Debtors or the Committee. For the avoidance of doubt, and without limitation of applicable law, nothing in this Agreement shall limit the Trustee from engaging counsel or other professionals, including the Trustee itself or the Trustee's firm or their affiliates, to do work for the Trust. The Trustee may pay the reasonable salaries, fees and expenses of such Persons out of the Trust Assets in the ordinary course of business.

3.9 Safekeeping and Investment of Trust Assets. All moneys and other assets received by the Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the Liquidation Trust Beneficiaries, but need not be segregated in separate

accounts from other Trust Assets, unless and to the extent required by law, the Plan, or the Confirmation Order. Neither the Trust nor the Trustee shall have any liability for interest or producing income on any moneys received by them and held for distribution on account of Allowed Claims or payment to the Liquidation Trust Beneficiaries except as such interest shall actually be received by the Trust or Trustee, which shall be distributed as provided in the Plan. Except as otherwise provided by the Plan or the Confirmation Order, the powers of the Trustee to invest any moneys held by the Trust, other than those powers reasonably necessary to maintain the value of the assets and to further the Trust's liquidating purpose, shall be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary liquid investments, such as treasury bills; provided, however, that the scope of permissible investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treas. Reg. § 301.7701-4(d), may be permitted to hold pursuant to the Treasury Regulations, or any modification of the IRS guidelines, whether set forth in IRS rulings, IRS pronouncements, or otherwise. For the avoidance of doubt, the provisions of section 11-2.3 of the Estates, Powers, and Trusts Law of New York shall not apply to this Agreement. Notwithstanding the foregoing, the Trustee shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not interfere or conflict with the Trustee's administration of the Trust.

3.10 Maintenance and Disposition of Trust and Debtor Records. The Trustee shall maintain accurate records of the administration of Trust Assets, including receipts and disbursements and other activity of the Trust. The Trust may, but has no obligation to, engage a claims agent (including, but not limited to, the Claims and Noticing Agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases throughout the administration

of the Trust. To the extent of any General Unsecured Claims reflected thereon, the Claims Register may serve as the Trustee's register of Liquidation Trust Interests held by Liquidation Trust Beneficiaries. The books and records maintained by the Trustee and any records of the Debtors transferred to the Trust may be disposed of by the Trustee at the later of (i) such time as the Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Trust or its Liquidation Trust Beneficiaries and (ii) upon the termination and completion of the winding down or dissolution of the Trust.

3.11 No Bond Required; Procurement of Insurance. Notwithstanding any state or other applicable law to the contrary, the Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The Trustee is hereby authorized, but not required, to obtain all reasonable insurance coverage for itself, its agents, representatives, employees or independent contractors, including, without limitation, coverage with respect to the liabilities, duties and obligations of the Trustee and its agents, representatives, employees or independent contractors under this Agreement. The cost of any such insurance coverage shall be an expense of the Trust and paid out of Trust Assets.

3.12 Establishment and Composition of the Liquidation Trust Oversight Board. On the Effective Date, the Liquidation Trust Oversight Board shall be established and appointed as a three (3) member body, with membership appointed by the Committee, to oversee the Trust in accordance with the Plan, the Confirmation Order, and this Agreement.

3.13 Powers and Duties of the Liquidation Trust Oversight Board. The Liquidation Trust Oversight Board shall, as and when requested by the Trustee, or as is otherwise required under the Plan, the Confirmation Order, or this Agreement, consult with and advise the Trustee as to the administration and management of the Trust in accordance with the terms of the Plan, the

Confirmation Order, and this Agreement. Without limiting the generality of the foregoing, the Trustee shall obtain the prior approval of the Liquidation Trust Oversight Board before (a) obtaining any litigation financing or similar financing in the name of, and on behalf of, the Trust to facilitate the pursuit of the Retained Causes of Action or otherwise to liquidate or monetize the Trust Assets, (b) allocating value between Debtor entities for purposes of making distributions, and (c) taking any other action expressly requiring Liquidation Trust Oversight Board approval under this Agreement. The powers, rights, and responsibilities of the Trustee and the Liquidation Trust Oversight Board, respectively, are as specified in this Agreement.

3.14 Vacancies. In the event of the resignation of a member of the Liquidation Trust Oversight Board, a replacement may be appointed in accordance with this Agreement; provided, that unless and until any such vacancy is filled, the Liquidation Trust Oversight Board shall function with such reduced membership.

ARTICLE IV

DISTRIBUTIONS

4.1 Distribution and Reserve of Trust Assets. Following the transfer of Trust Assets to the Trust, the Trustee shall make continuing efforts on behalf of the Trust to collect, liquidate, and distribute all Trust Assets, subject to the reserves deemed necessary by the Trustee pursuant to this Agreement.

4.1.1 Distributions. The Trustee shall cause the Trust to make timely distributions of its net income and all net proceeds from the sale of assets as soon as reasonably practicable, and in all events at least annually, to the Holders of Allowed Claims, except the Trust may retain an amount of net income and other Trust Assets reasonably necessary to maintain the value of the Trust Assets or to meet expenses, claims and contingent liabilities of the Trust and

Trustee, and retention of such amount may preclude distributions to Holders of Allowed Claims; provided that, for the avoidance of doubt, the cash proceeds of that certain promissory note received by the Debtors' estates in connection with the 363 Asset Sale to Bitcoin Bancorp, Inc. attributable to the Equipment Financing Agreement Collateral shall constitute Equipment Financing Agreement Collateral Proceeds and shall be distributed to Holders of Claims in Class 4 in an amount proportionate to each Holder's interest in such Equipment Financing Agreement Collateral, net of applicable taxes and fees, pursuant to Article IV of the Plan.

4.1.2 Reserves; Pooling of Reserved Funds. Before any distribution can be made, the Trustee shall, in its reasonable discretion, establish, supplement, and maintain a reserve in an amount sufficient to meet any and all expenses and liabilities of the Trust, including attorneys' fees and expenses and the fees and expenses of other professionals. In accordance with section 3.2.12 of this Agreement, the Trust may also maintain as necessary a Disputed Claims Reserve with respect to General Unsecured Claims required to be administered by the Trust. For the avoidance of doubt, the Trustee may withhold any distribution pending the Trust's determination of whether to object to any General Unsecured Claim. Any such withheld distribution shall become part of the Disputed Claims Reserve and shall be distributed to the appropriate Holder of an Allowed General Unsecured Claim no later than the first Distribution Date after a decision is made not to object to the pertinent Claim or the Claim becomes Allowed. The Trustee need not maintain any of the Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the Trust; provided, however, that the Trust shall treat all such reserved funds as being held in a segregated manner in its books and records.

4.1.3 Distributions Net of Reserves and Costs. Distributions shall be made net of reserves in accordance with the Plan and this Agreement, and also net of the actual and reasonable costs of making the distributions.

4.1.4 Allocation of Distributions. The Liquidation Trustee, with the consent of the Liquidation Trust Oversight Board, shall have the responsibility for establishing an allocation for apportioning Liquidation Trust Assets allocated for distribution to Holders of Claims against the applicable Debtor (the "Liquidation Trust Assets Allocation"). Upon approval by the Liquidation Trust Oversight Board, the Liquidation Trust Assets Allocation shall be deemed to be conclusive regarding the maximum amount of Liquidation Trust Assets Allocation available for distribution to Holders of Claims against each respective Debtor. If the Liquidation Trust Oversight Board does not approve the Liquidation Trust Assets Allocation, the Liquidation Trustee may seek approval of the Liquidation Trust Assets Allocation by the Bankruptcy Court, and such Liquidation Trust Assets Allocation will be deemed conclusive upon entry of a Final Order by the Bankruptcy Court approving the proposed allocation.

4.1.5 Right to Rely on Professionals. Without limitation of the generality of section 6.6 of this Agreement, in determining the amount of any distribution or reserves, the Trustee may rely and shall be fully protected in relying on the advice and opinion of the Trust's financial advisors, accountants, or other professionals.

4.2 Method and Timing of Distributions. Distributions to Holders of Allowed Claims will be made from the Trust in accordance with the terms of the Plan and this Agreement. The Trust may engage a Disbursing Agent and other Persons to assist in making distributions, pursuant to the terms and procedures set forth in the Plan.

4.3 Withholding from Distributions. The Trustee, in its reasonable discretion, may cause the Trust to withhold from amounts distributable from the Trust to any Holder of an Allowed Claim any and all amounts as may be sufficient to pay the maximum amount of any tax or other charge that has been or might be assessed or imposed by any law, regulation, rule, ruling, directive, or other governmental requirement on such Holder or the Trust with respect to the amount to be distributed to such Holder. The Trustee shall determine such maximum amount to be withheld by the Trust in its sole, reasonable discretion and shall cause the Trust to distribute to the Holder any excess amount withheld. All such amounts withheld and paid to the appropriate governmental unit shall be treated as amounts distributed to such Liquidation Trust Beneficiaries for all purposes of this Agreement, the Plan and the Confirmation Order.

4.4 IRS Forms. As more fully set forth in Article XV.F of the Plan, the Trustee may require any Holder of a Claim to complete the appropriate IRS Form W-8, Form W-9, or similar tax form as a prerequisite to receiving any distribution under the Plan or this Agreement. If a Holder of a Claim does not provide to the Trustee within ninety (90) days of written request with all such documentation, then the Trustee, in its sole discretion, may (a) make a distribution net of any applicable withholding or (b) determine that such Holder or Liquidation Trust Beneficiary shall be deemed to have forfeited the right to receive any distribution, in which case, (i) any such distribution shall revert to the Debtors, the Liquidation Trustee or the Disbursing Agent (as applicable) for distribution to the other Holders of Claims or Liquidation Trust Beneficiaries in accordance with the Combined Disclosure Statement and Plan and (ii) the Allowed Claim or Interest of the Holder or Liquidation Trust Beneficiary originally entitled to such distribution shall be waived and forever barred without further order of the Bankruptcy Court. If the Trustee fails to withhold in respect of amounts received or distributable with respect to a holder of a Claim and

the Trustee is later held liable for the amount of such withholding, such holder shall be required to reimburse the Trustee for such liability, unless such liability arises out of the Trustee's fraud, willful misconduct or gross negligence.

4.5 Unclaimed and Undeliverable Distributions. Unclaimed property, together with any distributions to Holders of Allowed Claims returned as undeliverable, shall be held by the Trustee in an unclaimed property reserve (the "Unclaimed Property Reserve") and may be released by the Trustee prior to the expiration of sixty (60) days from the Effective Date if presentation of proper proof by such Holder of its entitlement thereto is presented to the Trustee. After the expiration of sixty (60) days from the Effective Date, the respective Holders of Allowed Claims otherwise entitled to such unclaimed property shall cease to be entitled thereto and shall be entitled to no further distributions under the Plan or this Agreement, and (a) such Allowed Claims shall be deemed disallowed and expunged in their entirety; (b) the funds in respect of such unclaimed property shall become Trust Assets and shall revert to the Trust for all purposes including, but not limited to, for distribution to other Holders of Allowed Claims in accordance with the terms of the Plan, Confirmation Order and this Agreement, automatically and without any need for further order of the Bankruptcy Court; and (c) the corresponding Liquidation Trust Interest of any Liquidation Trust Beneficiary holding a disallowed Claim shall be deemed cancelled. Any such funds that revert to the Trust hereunder shall not be subject to the escheat, abandonment or unclaimed property laws of any federal, state, provincial or local government authority.

4.6 No Responsibility to Attempt to Locate Liquidation Trust Beneficiaries. If a distribution is returned to the Trust as undeliverable, or otherwise remains unclaimed, no further distribution shall be made to such Holder unless and until the Holder notifies the Trustee of such Holder's then-current address and taxpayer identification number. The Trustee may, in its sole

discretion, attempt to determine a Holder's current address or otherwise locate a Holder, but nothing in this Agreement or the Plan shall require the Trustee to do so.

4.6.1 Inapplicability of Escheat, Abandoned or Unclaimed Property Laws. Unclaimed property held by the Trust shall not be subject to the escheat, abandoned or unclaimed property laws of the United States, or any state, provincial or local governmental unit.

4.7 Request for Reissuance. Distribution checks shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Distribution checks not cashed within such ninety-day period shall be treated as unclaimed property that has been held in the Unclaimed Property Reserve as set forth above in section 4.5. Requests for reissuance of any check shall be made in writing directly to the Trustee by the Holder of the Claim that was originally issued such check. All such requests shall be made promptly and in time for the check to be reissued and cashed before the funds for the checks become unrestricted Trust Assets under section 4.5 of this Agreement. The Holder shall bear all the risk that, and shall indemnify and hold the Trust and Trustee harmless against any loss that may arise if, the Trustee does not reissue a check promptly after receiving a request for its reissuance.

4.8 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the Liquidation Trust Interest of a Liquidation Trust Beneficiary, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

4.8.1 The Trustee may elect to cause the Trust to make no payment or distribution with respect to the Liquidation Trust Interest subject to the conflicting claims or demand, or any

part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have continuing jurisdiction over resolution of such conflicting claims or demands. Neither the Trust nor the Trustee shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the Trust or Trustee be liable for interest on any funds which may be so withheld.

4.8.2 The Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction adjudicating the matter; or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the Trustee, which agreement shall include a complete release of the Trust and Trustee. Until the Trustee receives written notice that one of the conditions of the preceding sentence is met, the Trustee may deem and treat as the absolute owner under this Agreement of the Liquidation Trust Interest in the Trust the Liquidation Trust Beneficiary identified as the owner of that interest in the books and records maintained by the Trustee. The Trustee may deem and treat such Liquidation Trust Beneficiary as the absolute owner for purposes of receiving distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

4.9 In acting or refraining from acting under and in accordance with this the Agreement, the Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to Article VI of this Agreement.

4.10 Priority of Expenses of Trust. The Trust must pay all of its expenses before making any distributions, including but not limited to, any distribution on an Allowed Claim.

ARTICLE V

BENEFICIARIES

5.1 Interest Beneficial Only. The ownership of a Liquidation Trust Interest shall not entitle any Liquidation Trust Beneficiary or the Debtors to any title in or to the Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

5.2 Ownership of Beneficial Interests Hereunder. Each Liquidation Trust Beneficiary shall own a Liquidation Trust Interest herein which shall, subject to section 4.1 of this Agreement and subject to the Plan, be entitled to a distribution in the amounts, and at the times, set forth in the Plan.

5.3 Evidence of Beneficial Interest. Ownership of a Liquidation Trust Interest in the Trust Assets shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Trust by the Trustee.

5.4 No Right to Accounting. Neither the Liquidation Trust Beneficiaries nor their successors, assigns, creditors, nor any other Person shall have any right to an accounting by the Trustee, and the Trustee shall not be obligated to provide any accounting to any Person. Nothing in this Agreement is intended to require the Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Trust or as a condition for making any advance, payment, or distribution out of proceeds of Trust Assets.

5.5 No Standing. Except as expressly provided in this Agreement, a Liquidation Trust Beneficiary shall not have standing to direct or to seek to direct the Trust or Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any Person upon or with respect to the Trust Assets.

5.6 Requirement of Undertaking. The Trustee may request the Bankruptcy Court to require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit; provided, however, that the provisions of this section 5.6 shall not apply to any suit by the Trustee.

5.7 Limitation on Transferability. It is understood and agreed that the Liquidation Trust Interests shall be non-transferable and non-assignable during the term of this Agreement except by operation of law. An assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the Trustee, and the Trustee may continue to cause the Trust to pay all amounts to or for the benefit of the assigning Liquidation Trust Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The Trustee may rely upon such proof without the requirement of any further investigation.

5.8 Exemption from Registration. The rights of the Liquidation Trust Beneficiaries arising under this Agreement may be deemed "securities" under applicable law. However, such rights have not been defined as "securities" under the Plan because (i) the parties hereto intend that such rights shall not be securities and (ii) if the rights arising under this Agreement in favor of the Liquidation Trust Beneficiaries are deemed to be "securities," the exemption from registration under section 1145 of the Bankruptcy Code is intended to be applicable to such securities. No party to this Agreement shall make a contrary or different contention.

5.9 Delivery of Distributions. Subject to the terms of this Agreement, the Trustee shall cause the Trust to make distributions to Liquidation Trust Beneficiaries in the manner provided in the Plan or in this Agreement.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Parties Dealing with the Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the Trust Assets. There is no obligation of any Person dealing with the Trustee to inquire into the validity or expediency or propriety of any transaction by the Trustee or any agent of the Trustee.

6.2 Limitation of Trustee Liability. In exercising the rights granted herein, the Trustee shall exercise the Trustee's best judgment, to the end that the affairs of the Trust shall be properly managed and the interests of all of the Liquidation Trust Beneficiaries safeguarded. However, notwithstanding anything herein to the contrary, neither the Trustee nor any of its respective firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, Disbursing Agent, or agents, and any of such Person's successors and assigns, shall incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with this Agreement, whether sounding in tort, contract, or otherwise, except for fraud, gross negligence, or willful misconduct that is found by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) to be the direct and primary cause of loss, liability, damage, or expense suffered by the Trust. In no event shall the Trustee be liable for indirect, punitive, special, incidental or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action. Without limiting the foregoing, the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Plan

and the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Confirmation Order.

6.3 No Liability for Acts of Other Persons. None of the Persons identified in the immediately preceding section 6.2 of this Agreement shall be liable for the act or omission of any other Person identified in that section.

6.4 No Liability for Acts of Predecessors. No successor Trustee shall be in any way responsible for the acts or omissions of any Trustee in office prior to the date on which such successor becomes the Trustee, unless a successor Trustee expressly assumes such responsibility.

6.5 No Liability for Good Faith Error of Judgment. The Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) that the Trustee was grossly negligent in ascertaining the pertinent facts.

6.6 Reliance by Trustee on Documents and Advice of Counsel or Other Persons. Except as otherwise provided herein, the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties. The Trustee also may engage and consult with its respective legal counsel and other agents and advisors, and shall not be liable for any action taken, omitted, or suffered in reliance upon the advice of such counsel, agents, or advisors.

6.7 No Liability for Acts Approved by Bankruptcy Court. The Trustee shall have the right at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Trust and the Claims required to be administered by the Trust. The Trustee shall not be liable for any act or omission that has been approved by the Bankruptcy Court, and all such

actions or omissions shall conclusively be deemed not to constitute fraud, gross negligence, or willful misconduct.

6.8 No Personal Obligation for Trust Liabilities. Persons dealing with the Trustee shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trustee to any such Person in carrying out the terms of this Agreement, and the Trustee shall have no personal, individual obligation to satisfy any such liability.

6.9 Indemnification. The Trustee, the members of the Liquidation Trust Oversight Board, and each of its respective accountants, agents, assigns, attorneys, bankers, consultants, directors, employees, executors, financial advisors, investment bankers, real estate brokers, transfer agents, independent contractors, managers, members, officers, partners, predecessors, principals, professional persons, representatives, affiliate, employer and successors (each, an "Indemnified Party") shall be indemnified for, and defended and held harmless against, by the Trust and solely from the Trust Assets, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost, or expense (including the reasonable fees and expenses of their respective professionals) actually incurred without gross negligence, willful misconduct, or fraud on the part of the applicable Indemnified Party (which gross negligence, willful misconduct, or fraud, if any, must be determined by a Final Order of a court of competent jurisdiction) for any action taken, suffered, or omitted to be taken by the Indemnified Parties in connection with the acceptance, administration, exercise, and performance of their duties under the Plan or this Agreement, as applicable if the applicable Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust or its Liquidation Trust Beneficiaries. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence, willful

misconduct, or fraud. The amounts necessary for the indemnification provided in this section (including, but not limited to, any costs and expenses incurred in enforcing the right of indemnification in this section) shall be paid by the Trustee out of the Trust Assets. The Trustee shall not be personally liable for the payment of any Trust expense or claim or other liability of the Trust, and no Person shall look to the Trustee personally for the payment of any such expense or liability. The indemnification provided in this section shall survive the death, dissolution, incapacity, resignation or removal of the Trustee, Indemnified Party or the termination of the Trust, and shall inure to the benefit of each Indemnified Party's heirs and assigns.

6.9.1 Expense of Trust; Limitation on Source of Payment of Indemnification. All indemnification liabilities of the Trust under this section 6.9 shall be expenses of the Trust. The amounts necessary for such indemnification and reimbursement shall be paid by the Trust out of the available Trust Assets after reserving for all actual and anticipated expenses and liabilities of the Trust. The Trustee shall not be personally liable for the payment of any Trust expense or claim or other liability of the Trust, and no Person shall look to the Trustee or other Indemnified Parties personally for the payment of any such expense or liability.

6.9.2 Procedure for Current Payment of Indemnified Expenses; Undertaking to Repay. The Trust shall reasonably promptly pay an Indemnified Party all amounts subject to indemnification under this section 6.9 on submission of invoices for such amounts by the Indemnified Party. By accepting any indemnification payment, the Indemnified Party undertakes to repay such amount promptly if it is determined that the Indemnified Party is not entitled to be indemnified under this Agreement. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section 6.9.

6.10 No Implied Obligations. The Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Trustee.

6.11 Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Agreement, the provisions of this Article VI shall survive the death, dissolution, liquidation, incapacity, resignation, replacement, or removal, as may be applicable, of the Trustee, or the termination of the Trust or this Agreement, and shall inure to the benefit of the Trustee's and the Indemnified Parties' heirs and assigns.

ARTICLE VII

TAX MATTERS

7.1 Tax Treatment of Trust. Pursuant to and in accordance with the Plan, except to the extent that all or any portion of the Trust is treated as one or more disputed ownership funds under Treasury Regulation Section 1.468B-9, for all U.S. federal income tax purposes, the Debtors, the Liquidation Trust Beneficiaries, the Trustee and the Trust shall treat the Trust as a liquidating trust within the meaning of Treasury Income Tax Regulation Section 301.7701-4(d) and IRS Revenue Procedure 94-45, 1994-2 C.B. 684, and as a grantor trust within the meaning of Sections 671 through 679 of the Tax Code, and the transfer of the Trust Assets to the Trust shall be treated as a transfer of the Trust Assets by the Debtors to the Liquidation Trust Beneficiaries in satisfaction of their Allowed General Unsecured Claims and/or Allowed Equipment Financing Agreement Claims, if applicable, followed by a transfer of the Trust Assets by the Liquidation Trust Beneficiaries to the Trust in exchange for their Pro Rata share of the Liquidation Trust Interests. The Liquidation Trust Beneficiaries shall be treated as the grantors and owners of the Trust for U.S. federal income tax purposes. The Trustee shall be the exclusive trustee of the Trust Assets for purposes of 31 U.S.C. § 3713(b) and section 6012(b)(4) of the Tax Code.

7.2 Annual Reporting and Filing Requirements. Pursuant to and in accordance with the terms of the Plan and this Agreement, the Trustee shall file tax returns for the Trust as a grantor trust pursuant to Treasury Income Tax Regulation Section 1.671-4(a). The Trust's taxable income, gain, loss, deduction, or credit will be allocated to the Liquidating Trust Beneficiaries in accordance with their relative beneficial interests in the Trust.

7.3 Tax Treatment of Reserves for Disputed Claims. The Trustee may, in the Trustee's sole reasonable discretion, determine the best way to report for tax purposes with respect to any Disputed Claims Reserve, including (i) filing a tax election to treat any and all Disputed Claims Reserves as a Disputed Ownership Fund ("DOF") within the meaning of Treasury Income Tax Regulation Section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Trust; or (ii) electing to report as a separate trust or sub-trust or other entity. If an election is made to report any Disputed Claims Reserve as a DOF, the Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including but not limited to the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due annually on a separate entity basis on any net income earned with respect to the Liquidating Trust Assets in the Disputed Claims Reserve.

7.4 Valuation of Trust Assets. As soon as practicable after the Effective Date, but in no event later than the due date for timely filing of the Trust's first federal income tax return (taking into account applicable tax filing extensions), the Trustee shall determine the fair market value of the Trust Assets as of the Effective Date, based on the Trustee's good faith determination and establish appropriate means to apprise the Liquidation Trust Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Trust, the Trustee, and the Liquidation Trust Beneficiaries) for all federal income tax purposes.

ARTICLE VIII

SELECTION, REMOVAL, REPLACEMENT AND COMPENSATION OF TRUSTEE

8.1 Initial Trustee. The Trustee has been selected by the Committee and is appointed effective as of the Effective Date. The initial trustee shall be the Trustee. The initial members of the Liquidation Trust Oversight Board shall likewise be appointed by the Committee, effective as of the Effective Date.

8.2 Term of Service. The Trustee shall serve until (a) the completion of the administration of the Trust Assets and the Trust, including the winding up of the Trust, in accordance with this Agreement and the Plan; (b) termination and dissolution of the Trust in accordance with the terms of this Agreement and the Plan; or (c) the Trustee's resignation, death, dissolution, incapacity, liquidation or removal. In the event that the Trustee's appointment terminates by reason of resignation, death, dissolution, incapacity, liquidation or removal, the Trustee shall be immediately compensated for all reasonable fees and expenses accrued but unpaid through the effective date of termination, whether or not previously invoiced. The provisions of Article VI of this Agreement shall survive the resignation or removal of any Trustee.

8.3 Removal of Trustee. Any party in interest, on notice and hearing before the Bankruptcy Court, may seek removal of the Trustee for cause. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section.

8.4 Resignation of Trustee. The Trustee may resign at any time on written notice to the U.S. Trustee and Bankruptcy Court. The resignation shall be effective on the later of (a) the date specified in the notice of resignation and (b) the date that is thirty days (30) after the date such notice is filed with the Bankruptcy Court. In the event of a resignation, the resigning Trustee shall

file a full and complete accounting of monies and assets received, disbursed, and held during the term of that Trustee.

8.5 Appointment of Successor Trustee. Upon the resignation, death, dissolution, incapacity, liquidation or removal of a Trustee, any party in interest (including, in the case of resignation, the Trustee) may file a motion in the Bankruptcy Court to appoint a successor trustee. In the event no party in interest seeks the appointment of a successor Trustee, the Bankruptcy Court may do so on its own motion. Any successor Trustee so appointed (a) shall consent to and accept his, her or its appointment as successor Trustee, which may be done by e-mail or through acquiescence in not objecting to a motion for approval of his, her or its appointment as successor Trustee and (b) shall not have any liability or responsibility for the acts or omissions of any predecessor(s). Any successor Trustee may be appointed to serve only on an interim basis.

8.6 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of his, her or its predecessor under this Agreement, the Plan, and Confirmation Order.

8.7 Trust Continuance. The resignation, death, dissolution, incapacity, liquidation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

8.8 Compensation of Trustee and Costs of Administration. The Trustee shall receive fair and reasonable compensation for its services in accordance with the terms and conditions of the Plan, which shall be a charge against and paid out of the Trust Assets. All costs, expenses, and obligations incurred by the Trustee (or professionals who may be employed by the Trustee in administering the Trust, in carrying out their other responsibilities under this Agreement, or in any manner connected, incidental, or related thereto) shall be paid by the Trust from the Trust Assets

prior to any distribution to Holders of Allowed Claims. The terms of the compensation of the Trustee are set forth on Exhibit A hereto.

8.9 Appointment of Supplemental Trustee. If the Trustee has a conflict or any of the Trust Assets are situated in any state or other jurisdiction in which the Trustee is not qualified to act as trustee, the Trustee shall nominate and appoint a Person duly qualified to act as trustee (the "Supplemental Trustee") with respect to such conflict, or in such state or jurisdiction, and require from each such Supplemental Trustee such security as may be designated by the Trustee in its discretion. In the event the Trustee is unwilling or unable to appoint a disinterested Person to act as Supplemental Trustee to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so. The Trustee or the Bankruptcy Court, as applicable, may confer upon such Supplemental Trustee any or all of the rights, powers, privileges and duties of the Trustee hereunder, subject to the conditions and limitations of this Agreement, except as modified or limited by the laws of the applicable state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such Supplemental Trustee is acting shall prevail to the extent necessary). To the extent the Supplemental Trustee is appointed by the Trustee, the Trustee shall require such Supplemental Trustee to be answerable to the Trustee for all monies, assets and other property that may be received in connection with the administration of all property. The Trustee or the Bankruptcy Court, as applicable, may remove such Supplemental Trustee, with or without cause, and appoint a successor Supplemental Trustee at any time by executing a written instrument declaring such Supplemental Trustee removed from office and specifying the effective date and time of removal.

ARTICLE IX

DURATION OF TRUST

9.1 Duration. Once the Trust becomes effective upon the Effective Date of the Plan, the Trust and this Agreement shall remain and continue in full force and effect until the Trust is terminated.

9.2 Termination on Payment of Trust Expenses and Distribution of Trust Assets. Upon the payment of all costs, expenses, and obligations incurred in connection with administering the Trust, and the distribution of all Trust Assets in accordance with the provisions of the Plan, the Confirmation Order, and this Agreement, the Trust shall terminate and dissolve and the Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant law.

9.3 Termination after Five Years. If the Trust has not been previously terminated and dissolved pursuant to section 9.2 hereof, no later than five (5) years from the Effective Date, unless the Trust term has been extended in accordance with section V.F of the Plan (such extension based upon a finding that such extension is necessary to the liquidating purpose of the Trust, and which shall require the approval of the Bankruptcy Court within six months of the beginning of the extended term), the Trustee shall distribute all of the Trust Assets to the Liquidation Trust Beneficiaries in accordance with the Plan, and immediately thereafter the Trust shall dissolve and terminate and the Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in section 9.5 of this Agreement.

9.4 No Termination by Liquidation Trust Beneficiaries. The Trust may not be terminated and dissolved at any time by the Liquidation Trust Beneficiaries.

9.5 Continuance of Trust for Winding Up; Discharge and Release of Trustee. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until its responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Trust Assets including all excess reserves, the Trustee and the Trust's professionals and agents shall be deemed discharged and have no further duties or obligations hereunder. Upon a motion by the Trustee, the Bankruptcy Court may enter an order relieving the Trustee, its employees, professionals, and agents of any further duties, discharging and releasing the Trustee, its employees, professionals, and agents from all liability related to the Trust, and releasing the Trustee's bond, if any.

ARTICLE X

MISCELLANEOUS

10.1 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

10.2 Notices. All notices to be given to Liquidation Trust Beneficiaries may be given by ordinary mail, or may be delivered personally, at the addresses for such Liquidation Trust Beneficiaries appearing on the books kept by the Trustee. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Trust or Trustee:

[*]

with a copy to its counsel:

[*]

or to such other address as may from time to time be provided in written notice by the Trustee.

10.2.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws.

10.2.2 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

10.2.3 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words "hereof," "herein," and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement.

10.2.4 Execution. All funds in the Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Liquidation Trust Beneficiary, and no Liquidation Trust Beneficiary or any other Person can execute upon, garnish or attach the Trust Assets or the Trustee in any manner or compel payment from the Trust except by Final Order of the Bankruptcy Court. Payments will be solely governed by the Plan, the Confirmation Order and this Agreement.

10.2.5 Amendment. This Agreement may be amended by written agreement of the Trustee or by order of the Bankruptcy Court; provided, however, that such amendment may not be inconsistent with the Plan or the Confirmation Order.

10.2.6 No Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

10.2.7 No Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership or joint venture of any kind.

10.2.8 Severability. If any term, provision covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.2.9 Further Assurances. Without limitation of the generality of section 2.5 of this Agreement, the Parties agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes and provide for the full implementation of this Agreement and the pertinent provisions of the Plan and to consummate the transactions contemplated hereby.

10.2.10 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.2.11 Jurisdiction. The Bankruptcy Court shall have jurisdiction regarding the Debtors, Trust, Trustee, and Trust Assets, including, without limitation, the determination of all disputes arising out of or related to administration of the Trust. The Bankruptcy Court shall have continuing jurisdiction and venue to hear and finally determine all disputes and related matters among the Parties arising out of or related to this Agreement or the administration of the Trust. The Parties expressly consent to the Bankruptcy Court hearing and exercising such judicial power as is necessary to finally determine all such disputes and matters.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to these Chapter 11 Cases, including the matters set forth in this Agreement, the provisions of this Agreement shall have no effect on and shall not control, limit or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter, and all applicable references in this Agreement to an order or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have or are deemed to have executed this Agreement as of the day and year written above.

Bitcoin Depot Inc. and Affiliated Debtors

By: _____

Name: _____

Title: _____

[*], not individually but solely in its capacity as Trustee under this Agreement

By: _____

Name: _____

Title: _____

Exhibit A

Terms of Compensation of Trustee

Exhibit F

Identity of and Proposed Compensation for the Liquidation Trustee

[*Forthcoming*]

Exhibit G

Summary of Findings of the Investigation Subcommittee

Independent Investigation Summary

In connection with their restructuring and liquidation efforts, the Debtors appointed Alex Holmes and Ivona Smith to the Restructuring Committee and appointed Ms. Smith to the investigation subcommittee thereof ("***Investigation Subcommittee***"). Ms. Smith is an experienced fiduciary and investment professional with over 30 years of experience in the financial services industry. She sits on the boards of both public and private companies and has overseen numerous litigation, liquidation, and general unsecured creditor trusts. Prior to her current roles, she was a co-founder and manager of a hedge fund with an 11-year track record specializing in investing in distressed debt and equities. Her prior experience also includes roles in distressed advisory, valuation, and audit.

The Investigation Subcommittee was vested with authority to investigate, evaluate, and advise the Board on whether the Company holds any valuable claims or causes of action, including, without limitation, claims against current or former officers, directors, insiders, or third parties, and to make a final determination of appropriate action with respect to any such claims. The Investigation Subcommittee retained Debevoise & Plimpton LLP as independent counsel and Shannon Lee Beatty LLP as local and conflicts counsel.

The Investigation Subcommittee, with the support of Debevoise and the cooperation of the Company and the Debtors' advisors, conducted an investigation consistent with its mandate during these Chapter 11 Cases (the "***Investigation***"). The Investigation was conducted for purposes of identifying claims that should be preserved and assessing the appropriate scope of releases, if any, and is not and will not constitute a final adjudication of liability, damages, solvency, or any other ultimate merits determination.

In furtherance of the Investigation, at the outset, at the direction of the Investigation Subcommittee, Debevoise had numerous discussions with V&E and Company personnel in order to identify sources of documents and information, custodians, and witnesses of potential relevance to the Investigation. Debevoise also made targeted information requests to the Company and Portage Point, including but not limited to requests for board materials, financial information, internal communications, debt documents, information concerning prepetition transactions, and other materials. In addition, Debevoise collected hundreds of gigabytes of electronic documents and data from the Company and relevant document custodians, conducted targeted searches of such materials to locate additional material germane to the Investigation. Documents and information requested and provided by the Company during the course of the investigation included, but was not limited to, the following:

- Documents concerning the corporate structure of the Company, including organizational charts and documents reflecting ownership of Company stock, as well as the unwinding of the Company's Up-C structure in 2025.

- Materials relating to the Board of Directors and subcommittees thereof, including committee charters, meeting minutes, presentations, and email communications.

- Materials relating to the Company's compliance efforts, including compliance policies, compliance-related communications, and documents relating to the implementation, execution, and modification of compliance controls.

- Documents pertaining to past and ongoing litigation, as well as state and federal investigations, involving complaints, Civil Investigative Demands, and legal analyses.

- Materials relating to the Company's acquisitions, including communications discussing the risks and valuation of particular acquisitions.

- Documents relating to the Company's financial condition, including operating models and budgets.

- Documents and agreements relating to any loans to the Company and/or the Company's lenders.

- Documents relating to various strategic acquisitions, including deal files and related email communications.

- Materials relating to executive and director compensation and executive stock trading plans, including communications and analyses regarding such compensation.

Debevoise conducted numerous witness interviews with former and current members of the Board of Directors, former and current members of the executive team, former and current department heads, select employees with relevant experience, and third parties affiliated with the Debtors. Debevoise also regularly engaged with counsel for the Debtors in furtherance of the Investigation Subcommittee's fact-gathering process.

Debevoise also engaged in numerous discussions with counsel to the Committee and coordinated with Committee counsel to provide documents and information and rolling updates on the progress of the Investigation and to receive information from the Committee and its constituents that may be helpful in the Investigation.

The Investigation Subcommittee concluded its Investigation in early July and made final recommendations regarding the scope of releases and the identification of Released Parties and retained causes of action. Based on the Investigation Subcommittee's recommendations, the Debtors filed the Notice of Filing of Identity of the Released Parties, ECF No. 446, identifying the Released Parties on the Bankruptcy Court's docket on July 7, 2026.

The Notice of Released Parties indicated that the Combined Disclosure Statement and Plan would be modified, amended, and supplemented with respect to the following defined terms:

1. "***Released Party***" in the Combined Disclosure Statement and Plan shall have the meaning set forth below:

"***Released Party***" means each of the following solely in its, his, or her capacity as such and to the extent permitted by applicable law (but excluding, for the avoidance of doubt, the Non-Released Parties): (a)(i) the Debtors; (ii) the Estates; (iii) each Debtor's current and former directors, each Debtor's managers, officers, and employees in each case as of the Petition Date, the Investigation Subcommittee, the Restructuring Committee, the Chief Restructuring Officer, and the Information Officer; (b) the Committee in its capacity as such; and (c) all retained Professionals in these Chapter 11 Cases, including Professionals retained by the Debtors and their Estates, the Committee, and the Investigation Subcommittee; provided, however, that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases set forth in Article IX of the Combined Disclosure Statement and Plan; or (y) timely objects to the releases set forth in Article IX of the Combined Disclosure Statement and Plan and such objection is not resolved before Confirmation.

2. "***Non-Released Parties***" in the Combined Disclosure Statement and Plan shall have the meaning set forth below:

"***Non-Released Parties***" means (a) Brandon Mintz; (b) C. Scott Buchanan; (c) each Debtor's former managers, officers, and employees in each case prior to the Petition Date; and (d) any Entity or Person that is not a Released Party.

Exhibit H

Identity of the Released Parties

Identity of the Released Parties[1]

The Combined Disclosure Statement and Plan is hereby modified, amended, and supplemented with respect to the following defined terms:

1. "***Released Party***" in the Combined Disclosure Statement and Plan shall have the meaning set forth below:

   "***Released Party***" means each of the following solely in its, his, or her capacity as such and to the extent permitted by applicable law (but excluding, for the avoidance of doubt, the Non-Released Parties): (a)(i) the Debtors; (ii) the Estates; (iii) each Debtor's current and former directors, each Debtor's managers, officers, and employees in each case as of the Petition Date, the Investigation Subcommittee, the Restructuring Committee, the Chief Restructuring Officer, and the Information Officer; (b) the Committee in its capacity as such; and (c) all retained Professionals in these Chapter 11 Cases, including Professionals retained by the Debtors and their Estates, the Committee, and the Investigation Subcommittee; provided, however, that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases set forth in Article IX of the Combined Disclosure Statement and Plan; or (y) timely objects to the releases set forth in Article IX of the Combined Disclosure Statement and Plan and such objection is not resolved before Confirmation.

2. "***Non-Released Parties***" in the Combined Disclosure Statement and Plan shall have the meaning set forth below:

   "***Non-Released Parties***" means (a) Brandon Mintz; (b) C. Scott Buchanan; (c) each Debtor's former managers, officers, and employees in each case prior to the Petition Date; and (d) any Entity or Person that is not a Released Party.

[1] This document was previously filed at Docket No. 446 and is included herein for the convenience of the Court and other parties in interest.

This is Exhibit “F” referred to the in Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on August 7, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Lisbon in the Lisbon District in the Country of Portugal.



Commissioner for Taking Affidavits (or as may be)

LAURA CULLETON

LSO# 82428R

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

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

NOTICE OF FILING OF SECOND AMENDED SUPPLEMENT TO THE DEBTORS' FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION

PLEASE TAKE NOTICE that on July 16, 2026, the above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***"), filed the *Notice of Filing of Supplement to the Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 484] (the "***Initial Plan Supplement***").

PLEASE TAKE NOTICE that on July 20, 2026, the above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***"), filed the *Notice of Filing of Amended Supplement to the Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 493] (the "***First Amended Plan Supplement***").

PLEASE TAKE FURTHER NOTICE that, the Debtors hereby file this second amended supplement to the Combined Disclosure Statement and Plan (the "***Second Amended Plan Supplement***" and together with the Initial Plan Supplement and the First Amended Plan Supplement, the "***Plan Supplement***"), which amends and supplements the Initial Plan Supplement and First Amended Plan Supplement as set forth herein. For the avoidance of doubt, exhibits contained in the Initial Plan Supplement and/or First Amended Plan Supplement that are omitted in this Second Amended Plan Supplement remain unchanged.

PLEASE TAKE FURTHER NOTICE that this Second Amended Plan Supplement includes the following documents, as may be modified, amended, or supplemented from time to time in accordance with the Combined Disclosure Statement and Plan:[2]

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

[2] Parties are directed to visit the Debtors' case website at https://restructuring.ra.kroll.com/bitcoindepot to obtain copies of any subsequent modifications, amendments, or supplements to the documents set forth in the Plan Supplement.

Exhibit A	Schedule of Retained Executory Contracts and Unexpired Leases
Exhibit A-1	Redline
Exhibit E	Liquidation Trust Agreement
Exhibit E-1	Redline
Exhibit F	Identity of and Proposed Compensation for the Liquidation Trustee
Exhibit I	Term Loan Settlement Term Sheet[3]

PLEASE TAKE FURTHER NOTICE that the Plan Supplement and any exhibits, appendices, supplements, or annexes to the Plan Supplement documents are incorporated into the Combined Disclosure Statement and Plan by reference and are a part of the Combined Disclosure Statement and Plan as if set forth therein. If the Combined Disclosure Statement and Plan is confirmed, the Plan Supplement will be approved as well.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Combined Disclosure Statement and Plan at the hearing scheduled for **August 10, 2026 at 1:00 p.m. (Central Time)** to be held virtually by video conference, before the Honorable Judge Christopher M. Lopez, United States Bankruptcy Judge (the "***Combined Hearing***").

PLEASE TAKE FURTHER NOTICE THAT the Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) in open court, at the Combined Hearing, or by an appropriate filing with the Court, and a notice of such adjourned date(s) will be filed on the docket in these Chapter 11 Cases and available on the electronic case filing docket and on the Debtors' case website at https://restructuring.ra.kroll.com/bitcoindepot.

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

[3] This document was previously attached as **Exhibit 1** of the *Final Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 516] and is included here for the convenience of the Court and other parties in interest.

Dated: August 4, 2026
Houston, Texas

/s/ Paul E. Heath

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

-and-

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

Counsel to the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that on August 4, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sara Zoglman
One of Counsel

EXHIBIT A

Schedule of Retained Executory Contracts and Unexpired Leases

Schedule of Retained Executory Contracts and Unexpired Leases[1]

Counterparty Name	Agreement Type	Date of Agreement	Cure Costs
Salesforce, Inc - Enterprise Sales Cloud	Service Agreement	5/15/2026	$0.00
Kroll Restructuring Administration LLC	Account Agent Agreement - Professional Fees	5/8/2026	$0.00
Kroll Restructuring Administration LLC	Account Agent Agreement - Sale Related Accounts	6/12/2026	$0.00
Datarails, Inc.	Service Agreement	3/26/2026	$0.00
Paylocity.com	Service Agreement	2/23/2024	$0.00
UKG Inc.	Master Service Agreement	6/30/2023	$0.00
Atlanta Computer Group Inc.	Master Service Agreement	3/26/2021	$0.00
LastPass	Service Agreement	5/29/2026	$0.00
Salesforce, Inc - Slack	Service Agreement	6/5/2026	$0.00
Debevoise & Plimpton LLP	Engagement Letter Agreement	5/17/2026	N/A
Dentons Canada LLP	Engagement Letter Agreement	3/10/2023	N/A
Furth, Wilensky, Mizrahi, Knaani	Engagement Letter Agreement	6/16/2026	N/A
Hilco Corporate Finance and Affiliates	Service Agreement	6/1/2026	N/A
Howse Williams	Engagement Letter Agreement	2/27/2025	N/A
Ivona Smith	Independent Director Agreement	5/14/2026	N/A
Kroll Restructuring Administration LLC	Engagement Letter Agreement	5/5/2026	N/A
Osler Hoskin & Harcourt LLP	Engagement Letter Agreement	5/14/2026	N/A
RLV Law, PLLC	Engagement Letter Agreement	5/7/2026	N/A
Triple P TRS, LLC	Engagement Letter Agreement	5/14/2026	N/A
Vinson & Elkins LLP	Engagement Letter Agreement	4/24/2026	N/A
Bibbeo Ltd.	Service Agreement	1/13/2021	$0.00

[1] The Debtors reserve the right to amend and/or supplement this Schedule of Retained Executory Contracts and Unexpired Leases.

Exhibit A-1

Redline

Schedule of Retained Executory Contracts and Unexpired Leases[1]

Counterparty Name	Agreement Type	Date of Agreement	Cure Costs
~~UKG~~Salesforce, Inc~~.~~ - Enterprise Sales Cloud	~~Master~~ Service Agreement	~~6/30/2023~~5/15/2026	$0.00
Kroll Restructuring Administration LLC	Account Agent Agreement - Professional Fees	5/8/2026	$0.00
Kroll Restructuring Administration LLC	Account Agent Agreement - Sale Related Accounts	6/12/2026	$0.00
Datarails, Inc.	Service Agreement	3/26/2026	$0.00
~~Salesforce, Inc - Enterprise Sales Cloud~~Paylocity.com	Service Agreement	~~5/15/2026~~2/23/2024	$0.00
~~Paylocity.com~~UKG Inc.	Master Service Agreement	~~2/23/2024~~6/30/2023	$0.00
Atlanta Computer Group Inc.	Master Service Agreement	3/26/2021	$0.00
LastPass	Service Agreement	5/29/2026	$0.00
Salesforce, Inc - Slack	Service Agreement	6/5/2026	$0.00
Debevoise & Plimpton LLP	Engagement Letter Agreement	5/17/2026	N/A
Dentons Canada LLP	Engagement Letter Agreement	3/10/2023	N/A
Furth, Wilensky, Mizrahi, Knaani	Engagement Letter Agreement	6/16/2026	N/A
Hilco Corporate Finance and Affiliates	Service Agreement	6/1/2026	N/A
Howse Williams	Engagement Letter Agreement	2/27/2025	N/A
Ivona Smith	Independent Director Agreement	5/14/2026	N/A
Kroll Restructuring Administration LLC	Engagement Letter Agreement	5/5/2026	N/A
Osler Hoskin & Harcourt LLP	Engagement Letter Agreement	5/14/2026	N/A
RLV Law, PLLC	Engagement Letter Agreement	5/7/2026	N/A
Triple P TRS, LLC	Engagement Letter Agreement	5/14/2026	N/A
Vinson & Elkins LLP	Engagement Letter Agreement	4/24/2026	N/A
Bibbeo Ltd.	Service Agreement	1/13/2021	$0.00

[1] The Debtors reserve the right to amend and/or supplement this Schedule of Retained Executory Contracts and Unexpired Leases.

Exhibit E

Liquidation Trust Agreement

LIQUIDATION TRUST AGREEMENT AND DECLARATION OF TRUST

This Liquidation Trust Agreement and Declaration of Trust (the "Agreement"), dated as of [*], 2026, is made by and among Bitcoin Depot Inc., BCD Merger Sub LLC, Bitcoin Depot Operating LLC, BT HoldCo LLC, BTM International Holdings 1 LLC, BTM International Holdings II LLC, Cash Ramp LLC, Digital Gold Ventures Inc., Express Vending Inc., Intuitive Software LLC, Kiosk Holdco LLC, Kiosk Technicians, LLC, Kutt, Inc., Lux Vending Kiosk, LLC, MCA Services Group, LLC, Mintz Assets, Inc., BitAccess Inc., debtors and debtors in possession (collectively, the "Debtors"), and Thomas A. Pitta (the "Trustee," and together with the Debtors, each, a "Party" and collectively, the "Parties").

RECITALS

1. On May 17 and 18, 2026, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), and their Chapter 11 Cases are being jointly administered as *In re Bitcoin Depot Inc., et al.*, Case No. 26-90528 (CML).

2. On May 28, 2026, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed the Official Committee of Unsecured Creditors [Docket No. 101] (the "Committee").

3. On June 24, 2026, the Debtors filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 328] (as may be amended, supplemented, or modified from time to time, the "Plan").

4. On June 25, 2026, the Bankruptcy Court entered the *Order (I) Scheduling A Combined Hearing; (II) Establishing Objection Deadlines; (III) Approving the Solicitation Materials and Tabulation Procedures; (IV) Conditionally Approving the Combined Disclosure*

Statement and Plan; and (V) Granting Related Relief [Docket No. 332] (the "Conditional Approval and Procedures Order").[1]

5. On [*], 2026, the Bankruptcy Court entered an order ("Confirmation Order") (Docket No. [*]) confirming the Plan, which became effective on [*] ("Effective Date").

6. Article V of the Plan provides for the creation of the Liquidation Trust ("Trust") on the Effective Date of the Plan.

7. The Trust is established for the benefit of Holders of Allowed Claims in Classes [3, 4 and 5] (collectively, the "Liquidation Trust Beneficiaries"). As set forth in the Plan, the Liquidation Trust Beneficiaries will either be entitled to Series A Liquidation Trust Interests or Series B Liquidation Trust Interests.

8. The Trust is established for the purpose of collecting, holding, administering, distributing, and liquidating the Liquidation Trust Assets, and all other property held from time to time by the Trust under this Agreement and any proceeds thereof and earnings thereon (collectively, "Trust Assets") for the benefit of the Liquidation Trust Beneficiaries in accordance with the terms and conditions of this Agreement, the Plan, and the Confirmation Order, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

9. Pursuant to the Plan, the Debtors, Trust, Trustee, and Liquidation Trust Beneficiaries are required to treat, for all federal income tax purposes, the transfer of the Trust Assets to the Trust as a transfer of the Trust Assets by the Debtors to the Liquidation Trust Beneficiaries in satisfaction of their Allowed Claims, followed by a transfer of the Trust Assets by

[1] A capitalized term used but not defined herein shall have the meaning ascribed to it in the Conditional Approval and Procedures Order, the Plan (as defined herein), or the Confirmation Order (as defined herein), as applicable.

the Liquidation Trust Beneficiaries to the Trust in exchange for the Liquidation Trust Interests provided for herein, and to treat the Liquidation Trust Beneficiaries as the grantors and owners of the Trust for federal income tax purposes.

10. Pursuant to the Plan, the Trust is intended for federal income tax purposes (i) to be treated as a grantor trust within the meaning of sections 671 through 679 of the Internal Revenue Code of 1986, as amended ("IRC"), and also (ii) to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d).

11. In accordance with the Plan, the Trust is further intended to be exempt from the requirements of (i) pursuant to section 1145 of the Bankruptcy Code, the Securities Exchange Act of 1933, as amended, and any applicable state and local laws requiring registration of securities, and (ii) the Investment Company Act of 1940, as amended, pursuant to sections 7(a) and 7(b) of that Act and section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the promises, and the mutual covenants and agreements of the Parties contained in the Plan and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties agree and declare as follows:

DECLARATION OF TRUST

The Debtors and the Trustee enter into this Agreement to effectuate the distribution of the Trust Assets to the Liquidation Trust Beneficiaries pursuant to the Plan and the Confirmation Order;

Pursuant to Article V of the Plan and section 2.3.2 of this Agreement, on the Effective Date, all the Liquidation Trust Assets shall automatically be transferred to and vest in the Trust free and clear of all Claims, Liens, Interests, encumbrances, charges, and other interests, except as

otherwise provided in the Plan or the Confirmation Order, and shall comprise Liquidation Trust Assets for all purposes;

TO HAVE AND TO HOLD unto the Liquidation Trustee and its successors in trust; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the Trust Assets are to be held by the Trust and applied on behalf of the Trust by the Trustee on the terms and conditions set forth herein and the Plan, solely for the benefit of the Liquidation Trust Beneficiaries, and as more fully set forth in the Plan and this Agreement, for no other party.

ARTICLE I

RECITALS, PLAN DEFINITIONS, OTHER DEFINITIONS, INTERPRETATION, AND CONSTRUCTION

1. Recitals. The Recitals are incorporated into and made terms of this Agreement.

2. Definitions. All terms used in this Agreement but not defined herein shall have the meanings set forth in the Plan or as otherwise set forth herein.

3. Conflict Among Plan Documents. In the event of any inconsistency between the Plan, the Confirmation Order, and this Agreement, the Confirmation Order shall control. In the event of an inconsistency between the Plan and this Agreement, this Agreement shall control.

ARTICLE II

ESTABLISHMENT OF TRUST

2.1 Effectiveness of Agreement; Name of Trust. This Agreement shall become effective on the Effective Date. The Trust shall be officially known as the "Bitcoin Depot Liquidation Trust."

2.2 Purpose of Trust. The Debtors and the Trustee, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby create the Trust for the primary purpose of collecting, holding, administering, distributing and liquidating the Trust Assets for the benefit of

the Liquidation Trust Beneficiaries in accordance with the terms and conditions of this Agreement and the Plan, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

2.3 Transfer of Trust Assets.

2.3.1 Conveyance of Trust Assets. Pursuant to the Plan, the Debtors hereby grant, release, assign, transfer, convey and deliver, on behalf of the Liquidation Trust Beneficiaries, the Trust Assets to the Trust as of the Effective Date (including, for the avoidance of doubt, the Retained Causes of Action and the Liquidation Trust Funding) in trust for the benefit of the Liquidation Trust Beneficiaries, which shall comprise Trust Assets for all purposes and shall be administered and applied as specified in this Agreement and the Plan. After the Effective Date, neither the Debtors nor any third party shall have any interest in the Liquidation Trust Assets except as expressly set forth in the Plan or the Confirmation Order. The Debtors shall, from time to time, as and when reasonably requested by the Trustee, execute and deliver or cause to be executed and delivered all such documents (in recordable form where necessary or appropriate) and the Debtors shall take or cause to be taken such further action as the Trustee may reasonably deem necessary or appropriate, to vest or perfect in the Trust or confirm to the Trustee title to and possession of the Trust Assets. The Trustee shall have no duty to arrange for any of the transfers contemplated under this Agreement or by the Plan or to ensure their compliance with the terms of the Plan, and/or the Confirmation Order, and shall be conclusively entitled to rely on the legality and validity of such transfers.

2.3.2 Title to Trust Assets. Pursuant to the Plan, all of the Debtors' right, title and interest in and to the Trust Assets, including all such assets held or controlled by third parties,

are immediately, automatically, and irrevocably vested in the Trust on the Effective Date and shall comprise Trust Assets for all purposes, free and clear of all Claims, Liens, Interests, encumbrances, charges, and other interests, except as otherwise provided in the Plan or the Confirmation Order, and such transfer is on behalf of the Liquidation Trust Beneficiaries to establish the Trust. The Trust shall be authorized to obtain possession or control of, liquidate, and collect all of the Trust Assets in the possession or control of third parties, pursue, settle and/or sell the Retained Causes of Action, and assert and/or exercise any and all rights of setoff and recoupment and defenses of the Debtors or their Estates to any counterclaims that may be asserted by any and all defendants as to the Retained Causes of Action or Holders of Disputed Claims. Without limiting the generality of the foregoing, the Trust shall have the right to invoke section 542 of the Bankruptcy Code to pursue turnover of Trust Assets. On the Effective Date, the Trust shall be substituted for the Debtors for all purposes with respect to the Trust Assets and administration of Claims and Interests. To the extent any law or regulation prohibits the transfer of ownership of any of the Trust Assets from the Debtors to the Trust and such law is not superseded by the Bankruptcy Code, the Trust's interest shall be a lien upon and security interest in such Trust Assets, in trust, nevertheless, for the sole use and purposes set forth in section 2.2, and this Agreement shall be deemed a security agreement granting such interest thereon without need to file financing statements or mortgages. By executing this Agreement, the Trustee on behalf of the Trust hereby accepts all of such property as Trust Assets, to be held in trust for the Liquidation Trust Beneficiaries, subject to the terms of this Agreement and the Plan.

2.3.3 Equity and Other Ownership Interests. To the extent that Trust Assets consist of or include any equity, membership, or other ownership interest in any Person (including, without limitation, (a) equity or membership interests in a Debtor entity that is not subject to a

Dissolution Transaction, (b) equity interests in any Non-Debtor Affiliate (as defined in the Plan), and (c) any equity interest arising from the Liquidation Trustee's election to convert an Intercompany Claim to equity, or to Reinstate, contribute, or otherwise address an Intercompany Interest, pursuant to Article IV.B.6 or IV.B.8 of the Plan), the Trustee shall hold such interest solely for the limited purpose of completing the Wind Down of, and effectuating the dissolution or liquidation of, the applicable Person, in furtherance of, and consistent with, the liquidating purpose of the Trust, and with no objective to continue or engage in the conduct of a trade or business through any such Person except to the extent reasonably necessary to, and consistent with, such liquidating purpose. The Trustee shall use reasonable efforts to complete the Wind Down of, and dissolve or liquidate, each such Person as promptly as practicable.

2.4 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

2.5 Cooperation of the Debtors. Prior to the Effective Date, the Debtors shall, at the cost and expense of the Debtors, and on or after the Effective Date, the Debtors shall, at the sole cost and expense of the Trust (which shall, in each case, constitute Liquidation Trust Expenses hereunder), use commercially reasonable efforts to preserve (including through device imaging) and provide to the Trust the following: (a) all documents, communications, and other information (or copies thereof) (collectively, "Information") provided (i) to Debevoise & Plimpton LLP in connection with the Investigation Subcommittee's investigation and (ii) to Goodwin Procter LLP

in connection with the special committee's investigation of the Debtors' compliance practices, as well as complete and unredacted versions of the reports prepared by the Investigation Subcommittee, the special committee, and/or their counsel (which unredacted reports may be provided to the Trustee and the members of the Liquidation Trust Oversight Board on a confidential basis); (b) all Information produced, or that is otherwise ready to be produced, by the Debtors in discovery in the Chapter 11 Cases; and (c) such other Information relating to the Retained Causes of Action in the possession, custody, and control of the Debtors that the Debtors and the Trust may agree upon after conferring in good faith; provided that the Debtors shall preserve all Information subject to existing litigation holds, which shall remain in effect; provided, further, that, notwithstanding anything to the contrary herein, the Debtors shall not be required to (x) incur any liability for any fees or expenses (including any indemnification obligations) that may result from any such preservation or production, and any documented costs and expenses incurred by the Debtors in connection therewith shall be borne or promptly reimbursed by the Trust (which shall, in each case, constitute Liquidation Trust Expenses hereunder), or (y) take any action in connection with the Debtors' cooperation obligations under this section that the Debtors reasonably determine would harm the merits of, create defenses to, or otherwise prejudice the Trust Assets, including the Retained Causes of Action, following good-faith consultation and coordination between the Debtors and the Trustee, or subject to any further court order requiring production. The Debtors shall transfer all Information to the Trust on the Effective Date at the cost and expense of the Debtors, in all respects consistent with the budget attached as **Exhibit 2** to the Final Cash Collateral Order. The Debtors shall arrange for the Trustee to receive an updated Claims Register from the Claims and Noticing Agent within thirty (30) days after the Effective Date.

2.6 No Retention of Excess Cash. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the Trust or Trustee retain cash or cash equivalents in excess of a reasonable amount to meet Claims, expenses, and contingent liabilities or to maintain the value of the Trust Assets during liquidation other than reserves established pursuant to sections 3 and/or 4.1.2 of this Agreement, and shall distribute all amounts not required to be retained for such purposes to the Liquidation Trust Beneficiaries as promptly as reasonably practicable, but in all events at least annually, in accordance with the Plan and this Agreement.

2.7 Acceptance by Trustee. The Trustee accepts its appointment as Liquidation Trustee of the Trust.

ARTICLE III

ADMINISTRATION OF TRUST

3.1 Rights, Powers, and Privileges of Trustee Generally. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, as of the date that the Trust Assets are transferred to the Trust and become Trust Assets, the Trustee on behalf of the Trust may control and exercise authority over the Trust Assets, over the acquisition, management and disposition thereof, and over the management and conduct of the affairs of the Trust. In administering the Trust Assets, the Trustee shall endeavor not to unduly prolong the Trust's duration, with due regard that undue haste in the administration of the Trust Assets may fail to maximize value for the benefit of the Liquidation Trust Beneficiaries and otherwise be imprudent and not in the best interests of the Liquidation Trust Beneficiaries.

3.2 Power to Contract. In furtherance of the purpose of the Trust, and except as otherwise specifically restricted in the Plan, Confirmation Order, or this Agreement, the Trustee shall have the right and power on behalf of the Trust, and also may cause the Trust, to enter into

any covenants or agreements binding the Trust, and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Trustee to be consistent with and advisable in furthering the purpose of the Trust, including without limitation, with respect to the Retained Causes of Action.

3.3 Ultimate Right to Act Based on Advice of Counsel or Other Professionals. Nothing in this Agreement shall be deemed to prevent the Trustee from taking or refraining to take any action on behalf of the Trust that, based upon the advice of counsel or other professionals, the Trustee determines it is obligated to take or to refrain from taking in the performance of any duty that the Trustee may owe the Liquidation Trust Beneficiaries or any other Person under the Plan, Confirmation Order, or this Agreement.

3.4 Powers of Trustee. Without limiting the generality of the above section 3.1, in addition to the powers granted in the Plan, the Trustee shall have the power to take the following actions on behalf of the Trust and any powers reasonably incidental thereto that the Trustee, in its reasonable discretion, deems necessary or appropriate to fulfill the purpose of the Trust, unless otherwise specifically limited or restricted by the Plan, the Confirmation Order, or this Agreement:

3.4.1 hold legal title to the Trust Assets and to any and all rights of the Debtors and the Liquidation Trust Beneficiaries in or arising from the Trust Assets;

3.4.2 receive, maintain, conserve, supervise, prosecute, collect, settle, manage, adjust, invest, protect, enforce and where appropriate, cause the Trust to abandon the Trust Assets, including causing the Trust to invest any moneys held as Trust Assets in accordance with the terms of section 3.7 hereof;

3.4.3 open and maintain bank accounts on behalf of or in the name of the Trust;

3.4.4 cause the Trust to enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order, or this Agreement, and to perform all obligations thereunder;

3.4.5 collect and liquidate all Trust Assets, including the sale of any Trust Assets;

3.4.6 protect and enforce the rights to the Trust Assets (including the Retained Causes of Action) vested in the Trust and Trustee by this Agreement by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

3.4.7 investigate any Trust Assets including, but not limited to, the Retained Causes of Action, review, reconcile, compromise, settle, or object to Claims of any kind, and cause the Trust to seek the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004;

3.4.8 cause the Trust to employ or retain professionals, a Disbursing Agent, and other agents, independent contractors and third parties pursuant to this Agreement and pay the reasonable compensation thereof;

3.4.9 cause the Trust to pay all of its lawful expenses, debts, charges, taxes and other liabilities, and make all other payments relating to the Trust Assets, solely out of Trust Assets;

3.4.10 cause the Trust to review, reconcile, prosecute, enforce, collect, compromise, settle, abandon or elect not to pursue all Disputed Claims and the Retained Causes of Action;

3.4.11 calculate, authorize and make all distributions to the Holders of Allowed Claims as provided for in, or contemplated by, the Plan and this Agreement;

3.4.12 establish, adjust, and maintain a reserve for Disputed Claims ("Disputed Claims Reserve");

3.4.13 cause the Trust to withhold from the amount distributable to any Person the maximum amount needed to pay any tax or other charge that the Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld from such distribution under the income tax or other laws of the United States or of any state or political subdivision thereof;

3.4.14 in reliance upon the Debtors' Schedules and the official Claims Register maintained in these Chapter 11 Cases, review, and where appropriate, cause the Trust to allow or object to Claims, and supervise and administer the Trust's commencement, prosecution, settlement, compromise, withdrawal or resolution of all objections to Disputed Claims required to be administered by the Trust;

3.4.15 in reliance upon the Debtors' Schedules and the Claims Register maintained in these Chapter 11 Cases, maintain a register evidencing the Liquidation Trust Interest herein held by each Liquidation Trust Beneficiary and, in accordance with section 3.8 of this Agreement, such register may be the official Claims Register maintained in these Chapter 11 Cases;

3.4.16 cause the Trust to make all tax withholdings, file tax information returns, file and prosecute tax refund claims, make tax elections by and on behalf of the Trust, and file tax returns for the Trust as a grantor trust under IRC section 671 and Treasury Income Tax Regulation section 1.671-4 pursuant to and in accordance with the Plan and Article VII hereof, and pay taxes, if any, payable for and on behalf of the Trust, provided, however, nothing contained herein shall provide the Trustee with authority or responsibility to file any tax returns for the Debtors' estates, nor shall the Trust or the Trustee have any responsibility or liability in any capacity whatsoever

for the filing of the Debtors' income tax returns for any period either prior to or after the Effective Date;

3.4.17 cause the Trust to abandon or donate to a qualified section 501(c)(3) of the Tax Code charitable organization any Trust Assets that the Trustee determines to be too impractical to distribute to Liquidation Trust Beneficiaries or of inconsequential value to the Trust and Liquidation Trust Beneficiaries;

3.4.18 cause the Trust to send annually to Liquidation Trust Beneficiaries, in accordance with the tax laws, a separate statement stating a Liquidation Trust Beneficiary's interest in the Trust and its share of the Trust's income, gain, loss, deduction or credit, and to instruct all such Liquidation Trust Beneficiaries to report such items on their federal tax returns;

3.4.19 cause the Trust to seek a determination of tax liability or refund under section 505 of the Bankruptcy Code;

3.4.20 cause the Trust to establish such reserves for taxes, assessments and other expenses of administration of the Trust as may be necessary and appropriate for the proper operation of matters incident to the Trust;

3.4.21 cause the Trust to purchase and carry all insurance policies that the Trustee deems reasonably necessary or advisable and to pay all associated insurance premiums and costs;

3.4.22 undertake all administrative functions of the Trust, including overseeing the winding down and termination of the Trust;

3.4.23 exercise, implement, enforce, and discharge all of the applicable and relevant terms, conditions, powers, duties, and other provisions of the Plan, the Confirmation Order, and this Agreement; and

3.4.24 take all other actions consistent with the provisions of the Plan that the Trustee deems reasonably necessary or desirable to administer the Trust.

3.5 Exclusive Authority to Pursue the Retained Causes of Action. The Trust shall have the exclusive right, power, and interest to review, reconcile, enforce, collect, compromise, settle, or elect not to pursue the Retained Causes of Action. The Trust, acting by and through the Trustee, shall be the sole representative of the Estates under section 1123(b)(3) of the Bankruptcy Code with respect to the Retained Causes of Action. The Trust shall be vested with, and the Trust and Trustee shall be entitled to assert, all setoffs, and defenses of the Debtors or the Trust to any counterclaims that may be asserted by any defendant with respect to the Retained Causes of Action. The Trust shall also be vested with, and the Trust and Trustee shall be entitled to assert, all of the Debtors' and the Estates' rights with respect to any such counterclaims under section 558 of the Bankruptcy Code. To the extent the Trustee determines, in its reasonable business judgment, that the Retained Causes of Action should be sold, any sale by the Trust of any Retained Causes of Action shall be either (A) pursuant to a reasonable auction, or (B) on terms that are commercially reasonable. Moreover, any settlement by the Trustee of any of the Retained Causes of Action shall be on terms the Trustee determines, in its reasonable business judgment, to be fair and reasonable, subject to any approval of the Liquidation Trust Oversight Board required under this Agreement.

3.6 Abandonment. Notwithstanding the foregoing, if, in the Trustee's reasonable discretion, any Trust Asset is determined to be of de minimis value or burdensome to the Trust or its Liquidation Trust Beneficiaries, the Trustee shall have the right to cause the Trust to abandon or otherwise dispose of such property, including by donation of such property to a qualified section 501(c)(3) of the Tax Code charitable organization, pursuant to the procedures set forth in the Plan.

3.7 Responsibility for Administration of Claims. From and after the Effective Date, the Trust shall become responsible for administering and paying distributions to the Holders of Allowed Claims. The Trust, acting by and through the Trustee, shall have the exclusive right to object to the allowance of any Claim on any ground, to file, withdraw or litigate to judgment objections to Claims, to settle or compromise any Disputed Claims without any further notice to or action, order or approval by the Bankruptcy Court, and to assert all defenses of the Debtors and their Estates except where such Claim is expressly allowed under the Plan or Confirmation Order. The Trust, acting by and through the Trustee, shall also be entitled to assert all of the Debtors' and the Estates rights under, without limitation, section 558 of the Bankruptcy Code, and may seek estimation of any Claims under and subject to section 502(c) of the Bankruptcy Code.

3.8 Agents and Professionals. The Trustee may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants, appraisers, and other professionals the Trustee believes have qualifications necessary to assist in the administration of the Trust, including professionals previously retained by the Debtors or the Committee. For the avoidance of doubt, and without limitation of applicable law, nothing in this Agreement shall limit the Trustee from engaging counsel or other professionals, including the Trustee itself or the Trustee's firm or their affiliates, to do work for the Trust. The Trustee may pay the reasonable salaries, fees and expenses of such Persons out of the Trust Assets in the ordinary course of business.

3.9 Safekeeping and Investment of Trust Assets. All moneys and other assets received by the Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the Liquidation Trust Beneficiaries, but need not be segregated in separate accounts from other Trust Assets, unless and to the extent required by law, the Plan, or the Confirmation Order. Neither the Trust nor the Trustee shall have any liability for interest or

producing income on any moneys received by them and held for distribution on account of Allowed Claims or payment to the Liquidation Trust Beneficiaries except as such interest shall actually be received by the Trust or Trustee, which shall be distributed as provided in the Plan. Except as otherwise provided by the Plan or the Confirmation Order, the powers of the Trustee to invest any moneys held by the Trust, other than those powers reasonably necessary to maintain the value of the assets and to further the Trust's liquidating purpose, shall be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary liquid investments, such as treasury bills; provided, however, that the scope of permissible investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treas. Reg. § 301.7701-4(d), may be permitted to hold pursuant to the Treasury Regulations, or any modification of the IRS guidelines, whether set forth in IRS rulings, IRS pronouncements, or otherwise. For the avoidance of doubt, the provisions of section 11-2.3 of the Estates, Powers, and Trusts Law of New York shall not apply to this Agreement. Notwithstanding the foregoing, the Trustee shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not interfere or conflict with the Trustee's administration of the Trust.

3.10 Maintenance and Disposition of Trust and Debtor Records. The Trustee shall maintain accurate records of the administration of Trust Assets, including receipts and disbursements and other activity of the Trust. The Trust may, but has no obligation to, engage a claims agent (including, but not limited to, the Claims and Noticing Agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases throughout the administration of the Trust. To the extent of any General Unsecured Claims reflected thereon, the Claims Register may serve as the Trustee's register of Liquidation Trust Interests held by Liquidation Trust

Beneficiaries. The books and records maintained by the Trustee and any records of the Debtors transferred to the Trust may be disposed of by the Trustee at the later of (i) such time as the Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Trust or its Liquidation Trust Beneficiaries and (ii) upon the termination and completion of the winding down or dissolution of the Trust.

3.11 No Bond Required; Procurement of Insurance. Notwithstanding any state or other applicable law to the contrary, the Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The Trustee is hereby authorized, but not required, to obtain all reasonable insurance coverage for itself, its agents, representatives, employees or independent contractors, including, without limitation, coverage with respect to the liabilities, duties and obligations of the Trustee and its agents, representatives, employees or independent contractors under this Agreement. The cost of any such insurance coverage shall be an expense of the Trust and paid out of Trust Assets.

3.12 Establishment and Composition of the Liquidation Trust Oversight Board. On the Effective Date, the Liquidation Trust Oversight Board shall be established. The initial members of the Liquidation Trust Oversight Board shall be: (i) Silverview, (ii) Bibbeo, (iii) WPS Kiosk Partners LLC and (iv) Cash Cloud, Inc.

3.13 Powers and Duties of the Liquidation Trust Oversight Board. The Liquidation Trust Oversight Board shall, as and when requested by the Trustee, or as is otherwise required under the Plan, the Confirmation Order, or this Agreement, consult with and advise the Trustee as to the administration and management of the Trust in accordance with the terms of the Plan, the Confirmation Order, and this Agreement. Without limiting the generality of the foregoing, the Trustee shall obtain the prior approval of the Liquidation Trust Oversight Board before

(a) obtaining any litigation financing or similar financing in the name of, and on behalf of, the Trust to facilitate the pursuit of the Retained Causes of Action or otherwise to liquidate or monetize the Trust Assets, (b) allocating value between Debtor entities for purposes of making distributions, and (c) taking any other action expressly requiring Liquidation Trust Oversight Board approval under this Agreement. The powers, rights, and responsibilities of the Trustee and the Liquidation Trust Oversight Board, respectively, are as specified in this Agreement.

3.14 Vacancies. In the event of the resignation of a member of the Liquidation Trust Oversight Board, a replacement may be appointed in accordance with this Agreement; provided, that unless and until any such vacancy is filled, the Liquidation Trust Oversight Board shall function with such reduced membership.

3.15 Successor Board Member. In the event of a vacancy by reason of the death, incapacity or removal of any member of the Liquidation Trust Oversight Board (a "Board Member") or prospective vacancy by reason of resignation, a successor Board Member shall be nominated by a majority of the remaining members of the Liquidation Trust Oversight Board and the Liquidation Trustee. In the event a majority vote cannot be reached, the Board Member may be appointed by the Bankruptcy Court, absent a showing that such successor is not qualified to perform as successor. Notwithstanding anything in this Section 3.15, so long as there is one (1) Board Member on the Liquidation Trust Oversight Board, the Liquidation Trust Oversight Board shall have the authority to discharge its duties in this Agreement without interruption.

3.16 Majorities. In the event there is no majority vote of the Liquidation Trust Oversight Board, the Liquidation Trustee may cast the deciding vote.

ARTICLE IV

DISTRIBUTIONS

4.1 Distribution and Reserve of Trust Assets. Following the transfer of Trust Assets to the Trust, the Trustee shall make continuing efforts on behalf of the Trust to collect, liquidate, and distribute all Trust Assets, subject to the reserves deemed necessary by the Trustee pursuant to this Agreement.

4.1.1 Distributions. The Trustee shall cause the Trust to make timely distributions as soon as reasonably practicable to the Holders of Allowed Claims, except the Trust may retain an amount of net income and other Trust Assets reasonably necessary to maintain the value of the Trust Assets or to meet expenses, claims and contingent liabilities of the Trust and Trustee, and retention of such amount may preclude distributions to Holders of Allowed Claims; provided that, for the avoidance of doubt, the cash proceeds of that certain promissory note received by the Debtors' estates in connection with the 363 Asset Sale to Bitcoin Bancorp, Inc. attributable to the Equipment Financing Agreement Collateral shall constitute Equipment Financing Agreement Collateral Proceeds and shall be distributed to Holders of Claims in Class 4 in an amount proportionate to each Holder's interest in such Equipment Financing Agreement Collateral, net of applicable taxes and fees, pursuant to Article IV of the Plan.

4.1.2 Reserves; Pooling of Reserved Funds. Before any distribution can be made, the Trustee shall, in its reasonable discretion, establish, supplement, and maintain a reserve in an amount sufficient to meet any and all expenses and liabilities of the Trust, including attorneys' fees and expenses and the fees and expenses of other professionals. In accordance with section 3.2.12 of this Agreement, the Trust may also maintain as necessary a Disputed Claims Reserve with respect to General Unsecured Claims required to be administered by the Trust. For the

avoidance of doubt, the Trustee may withhold any distribution pending the Trust's determination of whether to object to any General Unsecured Claim. Any such withheld distribution shall become part of the Disputed Claims Reserve and shall be distributed to the appropriate Holder of an Allowed General Unsecured Claim no later than the first Distribution Date after a decision is made not to object to the pertinent Claim or the Claim becomes Allowed. The Trustee need not maintain any of the Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the Trust; provided, however, that the Trust shall treat all such reserved funds as being held in a segregated manner in its books and records.

4.1.3 Distributions Net of Reserves and Costs. Distributions shall be made net of reserves in accordance with the Plan and this Agreement, and also net of the actual and reasonable costs of making the distributions.

4.1.4 Allocation of Distributions. The Liquidation Trustee, with the consent of the Liquidation Trust Oversight Board, shall have the responsibility for establishing an allocation for apportioning Liquidation Trust Assets allocated for distribution to Holders of Claims against the applicable Debtor (the "Liquidation Trust Assets Allocation"). Upon approval by the Liquidation Trust Oversight Board, the Liquidation Trust Assets Allocation shall be deemed to be conclusive regarding the maximum amount of Liquidation Trust Assets Allocation available for distribution to Holders of Claims against each respective Debtor. If the Liquidation Trust Oversight Board does not approve the Liquidation Trust Assets Allocation, the Liquidation Trustee may seek approval of the Liquidation Trust Assets Allocation by the Bankruptcy Court, and such Liquidation Trust Assets Allocation will be deemed conclusive upon entry of a Final Order by the Bankruptcy Court approving the proposed allocation.

4.1.5 Right to Rely on Professionals. Without limitation of the generality of section 6.6 of this Agreement, in determining the amount of any distribution or reserves, the Trustee may rely and shall be fully protected in relying on the advice and opinion of the Trust's financial advisors, accountants, or other professionals.

4.2 Method and Timing of Distributions. Distributions to Holders of Allowed Claims will be made from the Trust in accordance with the terms of the Plan and this Agreement. The Trust may engage a Disbursing Agent and other Persons to assist in making distributions, pursuant to the terms and procedures set forth in the Plan.

4.3 Distributions for Series A Liquidation Trust Interests. In full and final satisfaction of their respective Claims, Holders of Series A Liquidation Trust Interests shall be entitled to *pro rata* distributions from the Liquidation Trust based on the recoveries realized by the Liquidation Trust (net of legal and related litigation fees) from the Retained Causes of Action (the "Net Proceeds"), as set forth below:

(a) If the Liquidation Trust recovers Net Proceeds of less than $5,000,000 the Holders of Series A Liquidation Trust Interests will receive, in cash, twenty percent of such recovery;

(b) If the Liquidation Trust recovers Net Proceeds of between $5,000,000 and $9,999,999.99 the Holders of Series A Liquidation Trust Interests will receive, in cash, $1,000,000;

(c) If the Liquidation Trust recovers Net Proceeds of between $10,000,000 and $14,999,999.99 the Holders of Series A Liquidation Trust Interests will receive, in cash, $1,200,000;

(d) If the Liquidation Trust recovers Net Proceeds of between $15,000,000 and $19,999,999.99 the Holders of Series A Liquidation Trust Interests will receive, in cash, $1,400,000;

(e) If the Liquidation Trust recovers Net Proceeds of between $20,000,000 and $24,999,999.99 the Holders of Series A Liquidation Trust Interests will receive, in cash, $1,650,000;

(f) If the Liquidation Trust recovers Net Proceeds of between $25,000,000 and $39,999,999.99 the Holders of Series A Liquidation Trust Interests will receive, in cash, $2,000,000; and

(g) If the Liquidation Trust recovers Net Proceeds of $40,000,000 or more the Holders of Series A Liquidation Trust Interests will receive, in cash, $2,600,000.

4.4 Distributions for Series B Liquidation Trust Interests. In full and final satisfaction of their respective Claims, and following any distributions made to Holders of Series A Liquidation Trust Interests pursuant to Section 4.3 above, Holders of Series B Liquidation Trust Interests shall be entitled to *pro rata* distributions from all remaining distributable Trust Assets consistent with the Liquidation Trust Asset Allocation.

4.5 Withholding from Distributions. The Trustee, in its reasonable discretion, may cause the Trust to withhold from amounts distributable from the Trust to any Holder of an Allowed Claim any and all amounts as may be sufficient to pay the maximum amount of any tax or other charge that has been or might be assessed or imposed by any law, regulation, rule, ruling, directive, or other governmental requirement on such Holder or the Trust with respect to the amount to be distributed to such Holder. The Trustee shall determine such maximum amount to be withheld by the Trust in its sole, reasonable discretion (and may conclusively rely on the advice of a qualified accounting professional in determining such amount) and shall cause the Trust to distribute to the Holder any excess amount withheld. All such amounts withheld and paid to the appropriate governmental unit shall be treated as amounts distributed to such Liquidation Trust Beneficiaries for all purposes of this Agreement, the Plan and the Confirmation Order.

4.6 IRS Forms. As more fully set forth in Article XV.F of the Plan, the Trustee may require any Holder of a Claim to complete the appropriate IRS Form W-8, Form W-9, or similar tax form as a prerequisite to receiving any distribution under the Plan or this Agreement. If a Holder of a Claim does not provide to the Trustee within ninety (90) days of written request with

all such documentation, then the Trustee, in its sole discretion, may (a) make a distribution net of any applicable withholding or (b) determine that such Holder or Liquidation Trust Beneficiary shall be deemed to have forfeited the right to receive any distribution, in which case, (i) any such distribution shall revert to the Debtors, the Liquidation Trustee or the Disbursing Agent (as applicable) for distribution to the other Holders of Claims or Liquidation Trust Beneficiaries in accordance with the Combined Disclosure Statement and Plan and (ii) the Allowed Claim or Interest of the Holder or Liquidation Trust Beneficiary originally entitled to such distribution shall be waived and forever barred without further order of the Bankruptcy Court. If the Trustee fails to withhold in respect of amounts received or distributable with respect to a holder of a Claim and the Trustee is later held liable for the amount of such withholding, such holder shall be required to reimburse the Trustee for such liability, unless such liability arises out of the Trustee's fraud, willful misconduct or gross negligence.

4.7 Unclaimed and Undeliverable Distributions. Unclaimed property, together with any distributions to Holders of Allowed Claims returned as undeliverable, shall be held by the Trustee in an unclaimed property reserve (the "Unclaimed Property Reserve") and may be released by the Trustee prior to the expiration of sixty (60) days from the relevant Distribution Date if presentation of proper proof by such Holder of its entitlement thereto is presented to the Trustee. After the expiration of such sixty (60) day period, the respective Holders of Allowed Claims otherwise entitled to such unclaimed property shall cease to be entitled thereto and shall be entitled to no further distributions under the Plan or this Agreement, and (a) such Allowed Claims shall be deemed disallowed and expunged in their entirety; (b) the funds in respect of such unclaimed property shall become Trust Assets and shall revert to the Trust for all purposes including, but not limited to, for distribution to other Holders of Allowed Claims in accordance with the terms of the

Plan, Confirmation Order and this Agreement, automatically and without any need for further order of the Bankruptcy Court; and (c) the corresponding Liquidation Trust Interest of any Liquidation Trust Beneficiary holding a disallowed Claim shall be deemed cancelled. Any such funds that revert to the Trust hereunder shall not be subject to the escheat, abandonment or unclaimed property laws of any federal, state, provincial or local government authority.

4.8 No Responsibility to Attempt to Locate Liquidation Trust Beneficiaries. If a distribution is returned to the Trust as undeliverable, or otherwise remains unclaimed, no further distribution shall be made to such Holder unless and until the Holder notifies the Trustee of such Holder's then-current address and taxpayer identification number. The Trustee may, in its sole discretion, attempt to determine a Holder's current address or otherwise locate a Holder, but nothing in this Agreement or the Plan shall require the Trustee to do so.

4.8.1 Inapplicability of Escheat, Abandoned or Unclaimed Property Laws. Unclaimed property held by the Trust shall not be subject to the escheat, abandoned or unclaimed property laws of the United States, or any state, provincial or local governmental unit.

4.9 Request for Reissuance. Distribution checks shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Distribution checks not cashed within such ninety-day period shall be treated as unclaimed property that has been held in the Unclaimed Property Reserve as set forth above in section 4.7. Requests for reissuance of any check shall be made in writing directly to the Trustee by the Holder of the Claim that was originally issued such check. All such requests shall be made promptly and in time for the check to be reissued and cashed before the funds for the checks become unrestricted Trust Assets under section 4.7 of this Agreement. The Holder shall bear all the risk that, and shall indemnify and hold the Trust and

Trustee harmless against any loss that may arise if, the Trustee does not reissue a check promptly after receiving a request for its reissuance.

4.10 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the Liquidation Trust Interest of a Liquidation Trust Beneficiary, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

4.10.1 The Trustee may elect to cause the Trust to make no payment or distribution with respect to the Liquidation Trust Interest subject to the conflicting claims or demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have continuing jurisdiction over resolution of such conflicting claims or demands. Neither the Trust nor the Trustee shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the Trust or Trustee be liable for interest on any funds which may be so withheld.

4.10.2 The Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction adjudicating the matter; or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the Trustee, which agreement shall include a complete release of the Trust and Trustee. Until the Trustee receives written notice that one of the conditions of the preceding sentence is met, the Trustee may deem and treat as the absolute owner under this Agreement of the Liquidation Trust Interest in the Trust the Liquidation Trust Beneficiary identified as the owner of that interest in the books and records

maintained by the Trustee. The Trustee may deem and treat such Liquidation Trust Beneficiary as the absolute owner for purposes of receiving distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

4.11 In acting or refraining from acting under and in accordance with this the Agreement, the Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to Article VI of this Agreement.

4.12 Priority of Expenses of Trust. The Trust must pay all of its expenses before making any distributions. The Trust may also reserve for future anticipated expenses when determining the amount of any distributions.

ARTICLE V

BENEFICIARIES

5.1 Interest Beneficial Only. The ownership of a Liquidation Trust Interest shall not entitle any Liquidation Trust Beneficiary or the Debtors to any title in or to the Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

5.2 Ownership of Beneficial Interests Hereunder. Each Liquidation Trust Beneficiary shall own a Liquidation Trust Interest herein which shall, subject to section 4.1 of this Agreement and subject to the Plan, be entitled to a distribution in the amounts, and at the times, set forth in the Plan.

5.3 Evidence of Beneficial Interest. Ownership of a Liquidation Trust Interest in the Trust Assets shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Trust by the Trustee.

5.4 No Right to Accounting. Neither the Liquidation Trust Beneficiaries nor their successors, assigns, creditors, nor any other Person shall have any right to an accounting by the

Trustee, and the Trustee shall not be obligated to provide any accounting to any Person. Nothing in this Agreement is intended to require the Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Trust or as a condition for making any advance, payment, or distribution out of proceeds of Trust Assets.

5.5 No Standing. Except as expressly provided in this Agreement, a Liquidation Trust Beneficiary shall not have standing to direct or to seek to direct the Trust or Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any Person upon or with respect to the Trust Assets.

5.6 Requirement of Undertaking. The Trustee may request the Bankruptcy Court to require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit; provided, however, that the provisions of this section 5.6 shall not apply to any suit by the Trustee.

5.7 Limitation on Transferability. It is understood and agreed that the Liquidation Trust Interests shall be non-transferable and non-assignable during the term of this Agreement except by operation of law. An assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the Trustee, and the Trustee may continue to cause the Trust to pay all amounts to or for the benefit of the assigning Liquidation Trust Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The Trustee may rely upon such proof without the requirement of any further investigation.

5.8 Exemption from Registration. The rights of the Liquidation Trust Beneficiaries arising under this Agreement may be deemed "securities" under applicable law. However, such

rights have not been defined as "securities" under the Plan because (i) the parties hereto intend that such rights shall not be securities and (ii) if the rights arising under this Agreement in favor of the Liquidation Trust Beneficiaries are deemed to be "securities," the exemption from registration under section 1145 of the Bankruptcy Code is intended to be applicable to such securities. No party to this Agreement shall make a contrary or different contention.

5.9 Delivery of Distributions. Subject to the terms of this Agreement, the Trustee shall cause the Trust to make distributions to Liquidation Trust Beneficiaries in the manner provided in the Plan or in this Agreement.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Parties Dealing with the Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the Trust Assets. There is no obligation of any Person dealing with the Trustee to inquire into the validity or expediency or propriety of any transaction by the Trustee or any agent of the Trustee.

6.2 Limitation of Trustee Liability. In exercising the rights granted herein, the Trustee shall exercise the Trustee's best judgment, to the end that the affairs of the Trust shall be properly managed and the interests of all of the Liquidation Trust Beneficiaries safeguarded. However, notwithstanding anything herein to the contrary, neither the Trustee nor any of its respective firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, Disbursing Agent, or agents, and any of such Person's successors and assigns, shall incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with this Agreement, whether sounding in tort, contract, or otherwise, except for fraud, gross

negligence, or willful misconduct that is found by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) to be the direct and primary cause of loss, liability, damage, or expense suffered by the Trust. In no event shall the Trustee be liable for indirect, punitive, special, incidental or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action. Without limiting the foregoing, the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Plan and the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Confirmation Order.

6.3 No Liability for Acts of Other Persons. None of the Persons identified in the immediately preceding section 6.2 of this Agreement shall be liable for the act or omission of any other Person identified in that section.

6.4 No Liability for Acts of Predecessors. No successor Trustee shall be in any way responsible for the acts or omissions of any Trustee in office prior to the date on which such successor becomes the Trustee, unless a successor Trustee expressly assumes such responsibility.

6.5 No Liability for Good Faith Error of Judgment. The Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) that the Trustee was grossly negligent in ascertaining the pertinent facts.

6.6 Reliance by Trustee on Documents and Advice of Counsel or Other Persons. Except as otherwise provided herein, the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by

the proper party or parties. The Trustee also may engage and consult with its respective legal counsel and other agents and advisors, and shall not be liable for any action taken, omitted, or suffered in reliance upon the advice (written or oral) of such counsel, agents, or advisors.

6.7 No Liability for Acts Approved by Bankruptcy Court. The Trustee shall have the right (but not the obligation) at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Trust and the Claims required to be administered by the Trust. The Trustee shall not be liable for any act or omission that has been approved by the Bankruptcy Court, and all such actions or omissions shall conclusively be deemed not to constitute fraud, gross negligence, or willful misconduct.

6.8 No Personal Obligation for Trust Liabilities. Persons dealing with the Trustee shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trustee to any such Person in carrying out the terms of this Agreement, and the Trustee shall have no personal, individual obligation to satisfy any such liability.

6.9 Indemnification. The Trustee, the members of the Liquidation Trust Oversight Board, and each of its respective accountants, agents, assigns, attorneys, bankers, consultants, directors, employees, executors, financial advisors, investment bankers, real estate brokers, transfer agents, independent contractors, managers, members, officers, partners, predecessors, principals, professional persons, representatives, affiliate, employer and successors (each, an "Indemnified Party") shall be indemnified for, and defended and held harmless against, by the Trust and solely from the Trust Assets, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost, or expense (including the reasonable fees and expenses of their respective professionals) actually incurred without gross negligence, willful misconduct, or fraud on the part of the applicable Indemnified Party (which gross negligence, willful misconduct, or

fraud, if any, must be determined by a Final Order of a court of competent jurisdiction) for any action taken, suffered, or omitted to be taken by the Indemnified Parties in connection with the acceptance, administration, exercise, and performance of their duties under the Plan or this Agreement, as applicable if the applicable Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust or its Liquidation Trust Beneficiaries. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence, willful misconduct, or fraud. The amounts necessary for the indemnification provided in this section (including, but not limited to, any costs and expenses incurred in enforcing the right of indemnification in this section) shall be paid by the Trustee out of the Trust Assets. The Trustee shall not be personally liable for the payment of any Trust expense or claim or other liability of the Trust, and no Person shall look to the Trustee personally for the payment of any such expense or liability. The indemnification provided in this section shall survive the death, dissolution, incapacity, resignation or removal of the Trustee, Indemnified Party or the termination of the Trust, and shall inure to the benefit of each Indemnified Party's heirs and assigns.

6.9.1 Expense of Trust; Limitation on Source of Payment of Indemnification. All indemnification liabilities of the Trust under this section 6.9 shall be expenses of the Trust. The amounts necessary for such indemnification and reimbursement shall be paid by the Trust out of the available Trust Assets after reserving for all actual and anticipated expenses and liabilities of the Trust. The Trustee shall not be personally liable for the payment of any Trust expense or claim or other liability of the Trust, and no Person shall look to the Trustee or other Indemnified Parties personally for the payment of any such expense or liability.

6.9.2 Procedure for Current Payment of Indemnified Expenses; Undertaking to Repay. The Trust shall reasonably promptly pay an Indemnified Party all amounts subject to indemnification under this section 6.9 on submission of invoices for such amounts by the Indemnified Party. By accepting any indemnification payment, the Indemnified Party undertakes to repay such amount promptly if it is determined that the Indemnified Party is not entitled to be indemnified under this Agreement. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section 6.9.

6.9.3 Rebuttable Presumption in Favor of Indemnification. In making a determination with respect to entitlement to indemnification of any Indemnified Party hereunder, the person, persons, or entity making such determination shall presume that such Indemnified Party is entitled to indemnification under this Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption. The rights to indemnification hereunder are not exclusive of other rights that any Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

6.9.4 Preservation of Attorney-Client Privilege. In the event the Trustee retains counsel (including at the expense of the Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege, including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor Trustee shall succeed to and hold the same rights and benefits of the predecessor for purposes of privilege, including the attorney-client

privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

6.10 No Implied Obligations. The Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Trustee.

6.11 Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Agreement, the provisions of this Article VI shall survive the death, dissolution, liquidation, incapacity, resignation, replacement, or removal, as may be applicable, of the Trustee, or the termination of the Trust or this Agreement, and shall inure to the benefit of the Trustee's and the Indemnified Parties' heirs and assigns.

ARTICLE VII

TAX MATTERS

7.1 Tax Treatment of Trust. Pursuant to and in accordance with the Plan, except to the extent that all or any portion of the Trust is treated as one or more disputed ownership funds under Treasury Regulation Section 1.468B-9, for all U.S. federal income tax purposes, the Debtors, the Liquidation Trust Beneficiaries, the Trustee and the Trust shall treat the Trust as a liquidating trust within the meaning of Treasury Income Tax Regulation Section 301.7701-4(d) and IRS Revenue Procedure 94-45, 1994-2 C.B. 684, and as a grantor trust within the meaning of Sections 671 through 679 of the Tax Code, and the transfer of the Trust Assets to the Trust shall be treated as a transfer of the Trust Assets by the Debtors to the Liquidation Trust Beneficiaries in satisfaction of their Allowed General Unsecured Claims and/or Allowed Equipment Financing Agreement Claims, if applicable, followed by a transfer of the Trust Assets by the Liquidation Trust Beneficiaries to the Trust in exchange for their Pro Rata share of the Liquidation Trust Interests. The Liquidation Trust Beneficiaries shall be treated as the grantors and owners of the Trust for

U.S. federal income tax purposes. The Trustee shall be the exclusive trustee of the Trust Assets for purposes of 31 U.S.C. § 3713(b) and section 6012(b)(4) of the Tax Code.

7.2 Annual Reporting and Filing Requirements. Pursuant to and in accordance with the terms of the Plan and this Agreement, the Trustee shall file tax returns for the Trust as a grantor trust pursuant to Treasury Income Tax Regulation Section 1.671-4(a). The Trust's taxable income, gain, loss, deduction, or credit will be allocated to the Liquidating Trust Beneficiaries in accordance with their relative beneficial interests in the Trust.

7.3 Tax Treatment of Reserves for Disputed Claims. The Trustee may, in the Trustee's sole reasonable discretion, determine the best way to report for tax purposes with respect to any Disputed Claims Reserve, including (i) filing a tax election to treat any and all Disputed Claims Reserves as a Disputed Ownership Fund ("DOF") within the meaning of Treasury Income Tax Regulation Section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Trust; or (ii) electing to report as a separate trust or sub-trust or other entity. If an election is made to report any Disputed Claims Reserve as a DOF, the Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including but not limited to the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due annually on a separate entity basis on any net income earned with respect to the Liquidating Trust Assets in the Disputed Claims Reserve.

7.4 Valuation of Trust Assets. As soon as practicable after the Effective Date, but in no event later than the due date for timely filing of the Trust's first federal income tax return (taking into account applicable tax filing extensions), the Trustee shall determine the fair market value of the Trust Assets as of the Effective Date, based on the Trustee's good faith determination and establish appropriate means to apprise the Liquidation Trust Beneficiaries of such valuation. The

valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Trust, the Trustee, and the Liquidation Trust Beneficiaries) for all federal income tax purposes.

ARTICLE VIII

SELECTION, REMOVAL, REPLACEMENT AND COMPENSATION OF TRUSTEE

8.1 Initial Trustee. The Trustee has been selected by the Committee and is appointed effective as of the Effective Date. The initial trustee shall be the Trustee. The initial members of the Liquidation Trust Oversight Board shall likewise be appointed by the Committee, effective as of the Effective Date.

8.2 Term of Service. The Trustee shall serve until (a) the completion of the administration of the Trust Assets and the Trust, including the winding up of the Trust, in accordance with this Agreement and the Plan; (b) termination and dissolution of the Trust in accordance with the terms of this Agreement and the Plan; or (c) the Trustee's resignation, death, dissolution, incapacity, liquidation or removal. In the event that the Trustee's appointment terminates by reason of resignation, death, dissolution, incapacity, liquidation or removal, the Trustee shall be immediately compensated for all reasonable fees and expenses accrued but unpaid through the effective date of termination, whether or not previously invoiced. The provisions of Article VI of this Agreement shall survive the resignation or removal of any Trustee.

8.3 Removal of Trustee. The Trustee may be removed for cause by a majority vote of the Liquidation Trust Oversight Board; provided, however, that if the Trustee disputes whether cause exists justifying the Trustee's removal, the Trustee may file a motion with the Bankruptcy Court, upon notice to the members of the Liquidation Trust Oversight Board, within ten (10) business days of the Trustee's receipt of a removal notice from the Liquidation Trust Oversight Board, in which case the Trustee shall not be removed unless and until the Bankruptcy Court enters

a Final Order determining that cause exists and approving the removal; provided further, however, that the Trustee may not be removed until a successor Trustee has been named or is capable of being named immediately upon such removal. For purposes of removing the Trustee, "cause" shall mean gross negligence, breach of fiduciary duty, fraud, breach of trust, or reckless or willful mishandling of the Trust Assets. For the avoidance of doubt, Liquidation Trust Beneficiaries shall not have standing to seek removal of the Trustee.

8.4 Resignation of Trustee. The Trustee may resign at any time on written notice to the U.S. Trustee and Bankruptcy Court. The resignation shall be effective on the later of (a) the date specified in the notice of resignation and (b) the date that is thirty days (30) after the date such notice is filed with the Bankruptcy Court. In the event of a resignation, the resigning Trustee shall file a full and complete accounting of monies and assets received, disbursed, and held during the term of that Trustee.

8.5 Appointment of Successor Trustee. Upon the resignation, death, dissolution, incapacity, liquidation or removal of a Trustee, any party in interest (including, in the case of resignation, the Trustee) may file a motion in the Bankruptcy Court to appoint a successor trustee. In the event no party in interest seeks the appointment of a successor Trustee, the Bankruptcy Court may do so on its own motion. Any successor Trustee so appointed (a) shall consent to and accept his, her or its appointment as successor Trustee, which may be done by e-mail or through acquiescence in not objecting to a motion for approval of his, her or its appointment as successor Trustee and (b) shall not have any liability or responsibility for the acts or omissions of any predecessor(s). Any successor Trustee may be appointed to serve only on an interim basis.

8.6 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of his, her or its predecessor under this Agreement, the Plan, and Confirmation Order.

8.7 Trust Continuance. The resignation, death, dissolution, incapacity, liquidation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

8.8 Compensation of Trustee and Costs of Administration. The Trustee shall receive fair and reasonable compensation for its services, which shall be a charge against and paid out of the Trust Assets. All costs, expenses, and obligations incurred by the Trustee (or professionals who may be employed by the Trustee in administering the Trust, in carrying out their other responsibilities under this Agreement, or in any manner connected, incidental, or related thereto) shall be paid by the Trust from the Trust Assets prior to any distribution to Holders of Liquidation Trust Interests. The terms of the compensation of the Trustee are set forth on **Exhibit A** hereto.

8.9 Appointment of Supplemental Trustee. If the Trustee has a conflict or any of the Trust Assets are situated in any state or other jurisdiction in which the Trustee is not qualified to act as trustee, the Trustee shall nominate and appoint a Person duly qualified to act as trustee (the "Supplemental Trustee") with respect to such conflict, or in such state or jurisdiction, and require from each such Supplemental Trustee such security as may be designated by the Trustee in its discretion. In the event the Trustee is unwilling or unable to appoint a disinterested Person to act as Supplemental Trustee to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so. The Trustee or the Bankruptcy Court, as applicable, may confer upon such Supplemental Trustee any or all of the rights, powers, privileges and duties of the Trustee hereunder, subject to the conditions and limitations of this Agreement, except as modified or

limited by the laws of the applicable state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such Supplemental Trustee is acting shall prevail to the extent necessary). To the extent the Supplemental Trustee is appointed by the Trustee, the Trustee shall require such Supplemental Trustee to be answerable to the Trustee for all monies, assets and other property that may be received in connection with the administration of all property. The Trustee or the Bankruptcy Court, as applicable, may remove such Supplemental Trustee, with or without cause, and appoint a successor Supplemental Trustee at any time by executing a written instrument declaring such Supplemental Trustee removed from office and specifying the effective date and time of removal.

ARTICLE IX

DURATION OF TRUST

9.1 Duration. Once the Trust becomes effective upon the Effective Date of the Plan, the Trust and this Agreement shall remain and continue in full force and effect until the Trust is terminated.

9.2 Termination on Payment of Trust Expenses and Distribution of Trust Assets. Upon the payment of all costs, expenses, and obligations incurred in connection with administering the Trust, and the distribution of all Trust Assets in accordance with the provisions of the Plan, the Confirmation Order, and this Agreement, the Trust shall terminate and dissolve and the Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant law.

9.3 Termination after Five Years. If the Trust has not been previously terminated and dissolved pursuant to section 9.2 hereof, no later than five (5) years from the Effective Date, unless the Trust term has been extended in accordance with section V.F of the Plan (which such extension

shall be based upon a finding that such extension is necessary to the liquidating purpose of the Trust, shall require the approval of the Bankruptcy Court within six months of the beginning of the extended term and shall be for a finite term not to exceed three (3) years (including prior extensions) without a favorable private letter ruling from the Internal Revenue Service or an opinion of counsel satisfactory to the Trustee that any further extension would not adversely affect the status of the Trust as a liquidating trust for U.S. federal income tax purposes), the Trustee shall distribute all of the Trust Assets to the Liquidation Trust Beneficiaries in accordance with the Plan, and immediately thereafter the Trust shall dissolve and terminate and the Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in section 9.5 of this Agreement.

9.4 No Termination by Liquidation Trust Beneficiaries. The Trust may not be terminated and dissolved at any time by the Liquidation Trust Beneficiaries.

9.5 Continuance of Trust for Winding Up; Discharge and Release of Trustee. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until its responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Trust Assets including all excess reserves, the Trustee and the Trust's professionals and agents shall be deemed discharged and have no further duties or obligations hereunder. Upon a motion by the Trustee, the Bankruptcy Court (or another court of competent jurisdiction) may enter an order relieving the Trustee, its employees, professionals, and agents of any further duties, discharging and releasing the Trustee, its employees, professionals, and agents from all liability related to the Trust, and releasing the Trustee's bond, if any.

ARTICLE X

MISCELLANEOUS

10.1 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

10.2 Notices. All notices to be given to Liquidation Trust Beneficiaries may be given by ordinary mail, or may be delivered personally, at the addresses for such Liquidation Trust Beneficiaries appearing on the books kept by the Trustee. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Trust or Trustee:

Thomas A. Pitta
Emmet, Marvin & Martin, LLP
120 Broadway, 32nd Floor
New York, NY 10271
tpitta@emmetmarvin.com

with a copy to its counsel:

Eric Wilson, Esq.
Kelley Drye & Warren, LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007
ewilson@kelleydrye.com

or to such other address as may from time to time be provided in written notice by the Trustee.

10.2.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws.

10.2.2 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

10.2.3 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words "hereof," "herein," and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement.

10.2.4 Execution. All funds in the Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Liquidation Trust Beneficiary, and no Liquidation Trust Beneficiary or any other Person can execute upon, garnish or attach the Trust Assets or the Trustee in any manner or compel payment from the Trust except by Final Order of the Bankruptcy Court. Payments will be solely governed by the Plan, the Confirmation Order and this Agreement.

10.2.5 Amendment. This Agreement may be amended by written consent of the Trustee and a majority of the Liquidation Trust Oversight Board or by order of the Bankruptcy Court; provided, however, that such amendment may not be inconsistent with the Plan or the Confirmation Order.

10.2.6 No Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

10.2.7 No Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership or joint venture of any kind.

10.2.8 Severability. If any term, provision, covenant, or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void,

unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.2.9 Further Assurances. Without limitation of the generality of section 2.5 of this Agreement, the Parties agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes and provide for the full implementation of this Agreement and the pertinent provisions of the Plan and to consummate the transactions contemplated hereby.

10.2.10 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.2.11 Jurisdiction. The Bankruptcy Court shall have jurisdiction regarding the Debtors, Trust, Trustee, and Trust Assets, including, without limitation, the determination of all disputes arising out of or related to administration of the Trust. The Bankruptcy Court shall have continuing jurisdiction and venue to hear and finally determine all disputes and related matters among the Parties arising out of or related to this Agreement or the administration of the Trust. The Parties expressly consent to the Bankruptcy Court hearing and exercising such judicial power as is necessary to finally determine all such disputes and matters. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to these Chapter 11 Cases, including the matters set forth in this Agreement, the provisions of this Agreement shall have no effect on and shall not control, limit or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter, and all applicable references in

this Agreement to an order or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction.

10.2.12 Confidentiality. The Trustee and the Board Members shall treat all matters discussed at meetings of the Liquidation Trust Oversight Board (whether or not memorialized in any minutes thereof) and all information shared among them (the "Confidential Information") that is not generally available to the public as confidential and, except as otherwise permitted herein or required by applicable law or court order, not disclose such Confidential Information to any other person, other than Board Members not in attendance or professionals retained by the Board Members or the Trust. In the event of a resignation or removal of a Board Member or the Trustee, upon request of the Trustee (including any successor Trustee), such former Board Member or Trustee shall promptly return to the Trustee or destroy any Confidential Information (including copies thereof) received by the Board Member or Trustee in its capacity and in the course of its tenure as a Board Member or Trustee. Notwithstanding the resignation or removal of a Board Member or Trustee, such former Board Member or Trustee shall continue to be bound by these confidentiality provisions. Notwithstanding the foregoing, a former Board Member or Trustee and its counsel may retain copies of the Confidential Information to the extent such former Board Member or Trustee or its counsel reasonably believes it is required to retain a copy of the Confidential Information under applicable law, for legal or regulatory purposes, or to satisfy internal compliance policies and procedures. For the avoidance of doubt, a former Board Member or Trustee (and such party's counsel) shall not be required to return, destroy, or expunge any Confidential Information located on backup servers and similar devices except in the ordinary course of business provided that any such former Board Member or Trustee and their counsel shall

not access or use such Confidential Information unless required by law to do so; provided further that any such materials so retained shall be held subject to the terms of this Agreement.

10.2.13 Joint Litigation Privilege. All communications, whether in writing or oral, among, and all documents exchanged among the Trustee and/or the members of the Liquidation Trust Oversight Board (in such capacities), and their respective agents and representatives as well as all communications, whether in writing or oral, among, and all documents exchanged among, the Trustee and/or the members of the Liquidation Trust Oversight Board (in such capacities), and their respective agents and representatives, on the one hand, and any of the Debtors or Wind Down Debtors, and their respective agents and representatives, on the other hand, shall be for all purposes deemed to be, and treated as, privileged communications, not subject to discovery, disclosure, or process seeking same, based upon their common interests, joint litigation privileges, and joint attorney-work product protections, of the Trustee and/or the members of the Liquidation Trust Oversight Board (in such capacities) and the Debtors or Wind Down Debtors with respect to all matters pertaining to the Plan, the Confirmation Order, or this Agreement.

IN WITNESS WHEREOF, the Parties have or are deemed to have executed this Agreement as of the day and year written above.

Bitcoin Depot Inc. and Affiliated Debtors

By: _____

Name: _____

Title: _____

Thomas A. Pitta, not individually but solely in his capacity as Trustee under this Agreement

By: _____

Name: Thomas A. Pitta

Title: Trustee

Exhibit A

Terms of Compensation of Trustee

1. Basic Fee: $12,500 per month

2. Contingent Fee: 3.0% of any amounts recovered by the Trust through the prosecution of Estate Causes of Action. For the avoidance of doubt, no contingent fee shall be payable on account of cash transferred by the Debtors to the Trust.

Exhibit E-1

Redline

~~*Draft – Subject to Ongoing Review*~~

LIQUIDATION TRUST AGREEMENT AND DECLARATION OF TRUST

This Liquidation Trust Agreement and Declaration of Trust (the "Agreement"), dated as of [*], 2026, is made by and among Bitcoin Depot Inc., BCD Merger Sub LLC, Bitcoin Depot Operating LLC, BT HoldCo LLC, BTM International Holdings 1 LLC, BTM International Holdings II LLC, Cash Ramp LLC, Digital Gold Ventures Inc., Express Vending Inc., Intuitive Software LLC, Kiosk Holdco LLC, Kiosk Technicians, LLC, Kutt, Inc., Lux Vending Kiosk, LLC, MCA Services Group, LLC, Mintz Assets, Inc., BitAccess Inc., debtors and debtors in possession (collectively, the "Debtors"), and ~~[*]~~Thomas A. Pitta (the "Trustee," and together with the Debtors, each, a "Party" and collectively, the "Parties").

RECITALS

1. On May 17 and 18, 2026, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), and their Chapter 11 Cases are being jointly administered as *In re Bitcoin Depot Inc., et al.*, Case No. 26-90528 (CML).

2. On May 28, 2026, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed the Official Committee of Unsecured Creditors [Docket No. 101] (the "Committee").

3. On June 24, 2026, the Debtors filed the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 328] (as may be amended, supplemented, or modified from time to time, the "Plan").

4. On June 25, 2026, the Bankruptcy Court entered the *Order (I) Scheduling A Combined Hearing; (II) Establishing Objection Deadlines; (III) Approving the Solicitation Materials and Tabulation Procedures; (IV) Conditionally Approving the Combined Disclosure*

Statement and Plan; and (V) Granting Related Relief [Docket No. 332] (the "Conditional Approval and Procedures Order").[1]

5. On [*], 2026, the Bankruptcy Court entered an order ("Confirmation Order") (Docket No. [*]) confirming the Plan, which became effective on [*] ("Effective Date").

6. Article V of the Plan provides for the creation of the Liquidation Trust ("Trust") on the Effective Date of the Plan.

7. The Trust is established for the benefit of Holders of Allowed ~~Class 5 General Unsecured Claims and, if applicable, Holders of Allowed Equipment Financing Agreement Claims, in each case entitled to distributions under the Plan~~Claims in Classes [3, 4 and 5] (collectively, the "Liquidation Trust Beneficiaries"). As set forth in the Plan, the Liquidation Trust Beneficiaries will either be entitled to Series A Liquidation Trust Interests or Series B Liquidation Trust Interests.

8. The Trust is established for the purpose of collecting, holding, administering, distributing, and liquidating the Liquidation Trust Assets ~~(~~, and all other property held from time to time by the Trust under this Agreement and any proceeds thereof and earnings thereon (collectively, "Trust Assets") for the benefit of the Liquidation Trust Beneficiaries in accordance with the terms and conditions of this Agreement, the Plan, and the Confirmation Order, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

9. Pursuant to the Plan, the Debtors, Trust, Trustee, and Liquidation Trust Beneficiaries are required to treat, for all federal income tax purposes, the transfer of the Trust

[1] A capitalized term used but not defined herein shall have the meaning ascribed to it in the Conditional Approval and Procedures Order, the Plan (as defined herein), or the Confirmation Order (as defined herein), as applicable.

Assets to the Trust as a transfer of the Trust Assets by the Debtors to the Liquidation Trust Beneficiaries in satisfaction of their Allowed Claims, followed by a transfer of the Trust Assets by the Liquidation Trust Beneficiaries to the Trust in exchange for the Liquidation Trust Interests provided for herein, and to treat the Liquidation Trust Beneficiaries as the grantors and owners of the Trust for federal income tax purposes.

10. Pursuant to the Plan, the Trust is intended for federal income tax purposes (i) to be treated as a grantor trust within the meaning of sections 671 through 679 of the Internal Revenue Code of 1986, as amended ("IRC"), and also (ii) to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d).

11. In accordance with the Plan, the Trust is further intended to be exempt from the requirements of (i) pursuant to section 1145 of the Bankruptcy Code, the Securities Exchange Act of 1933, as amended, and any applicable state and local laws requiring registration of securities, and (ii) the Investment Company Act of 1940, as amended, pursuant to sections 7(a) and 7(b) of that Act and section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the promises, and the mutual covenants and agreements of the Parties contained in the Plan and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties agree and declare as follows:

DECLARATION OF TRUST

The Debtors and the Trustee enter into this Agreement to effectuate the distribution of the Trust Assets to the Liquidation Trust Beneficiaries pursuant to the Plan and the Confirmation Order;

Pursuant to Article V of the Plan and section 2.3.2 of this Agreement, on the Effective Date, all the Liquidation Trust Assets shall automatically be transferred to and vest in the Trust free and clear of all Claims, Liens, Interests, encumbrances, charges, and other interests, except as otherwise provided in the Plan or the Confirmation Order, and shall comprise Liquidation Trust Assets for all purposes;

TO HAVE AND TO HOLD unto the Liquidation Trustee and its successors in trust; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the ~~Liquidation~~ Trust Assets ~~and all other property held from time to time by the Trust under this Agreement and any proceeds thereof and earnings thereon (collectively, "Trust Assets")~~ are to be held by the Trust and applied on behalf of the Trust by the Trustee on the terms and conditions set forth herein and the Plan, solely for the benefit of the Liquidation Trust Beneficiaries, and as more fully set forth in the Plan and this Agreement, for no other party.

ARTICLE I

RECITALS, PLAN DEFINITIONS, OTHER DEFINITIONS, INTERPRETATION, AND CONSTRUCTION

1. Recitals. The Recitals are incorporated into and made terms of this Agreement.

2. Definitions. All terms used in this Agreement but not defined herein shall have the meanings set forth in the Plan or as otherwise set forth herein.

3. Conflict Among Plan Documents. In the event of any inconsistency between the Plan, the Confirmation Order, and this Agreement, the Confirmation Order shall control. In the event of an inconsistency between the Plan and this Agreement, this Agreement shall control.

ARTICLE II

ESTABLISHMENT OF TRUST

2.1 Effectiveness of Agreement; Name of Trust. This Agreement shall become effective on the Effective Date. The Trust shall be officially known as the "Bitcoin Depot Liquidation Trust."

2.2 Purpose of Trust. The Debtors and the Trustee, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby create the Trust for the primary purpose of collecting, holding, administering, distributing and liquidating the Trust Assets for the benefit of the Liquidation Trust Beneficiaries in accordance with the terms and conditions of this Agreement and the Plan, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

2.3 Transfer of Trust Assets.

2.3.1 Conveyance of Trust Assets. Pursuant to the Plan, the Debtors hereby grant, release, assign, transfer, convey and deliver, on behalf of the Liquidation Trust Beneficiaries, the Trust Assets to the Trust as of the Effective Date (including, for the avoidance of doubt, the Retained Causes of Action and the Liquidation Trust Funding) in trust for the benefit of the Liquidation Trust Beneficiaries, which shall comprise Trust Assets for all purposes and shall be administered and applied as specified in this Agreement and the Plan. After the Effective Date, neither the Debtors nor any third party shall have any interest in the Liquidation Trust Assets except as expressly set forth in the Plan or the Confirmation Order. The Debtors shall, from time to time, as and when reasonably requested by the Trustee, execute and deliver or cause to be executed and delivered all such documents (in recordable form where necessary or appropriate)

and the Debtors shall take or cause to be taken such further action as the Trustee may reasonably deem necessary or appropriate, to vest or perfect in the Trust or confirm to the Trustee title to and possession of the Trust Assets. The Trustee shall have no duty to arrange for any of the transfers contemplated under this Agreement or by the Plan or to ensure their compliance with the terms of the Plan, and/or the Confirmation Order, and shall be conclusively entitled to rely on the legality and validity of such transfers.

2.3.2 Title to Trust Assets. Pursuant to the Plan, all of the Debtors' right, title and interest in and to the Trust Assets, including all such assets held or controlled by third parties, are immediately, automatically, and irrevocably vested in the Trust on the Effective Date and shall comprise Trust Assets for all purposes, free and clear of all Claims, Liens, Interests, encumbrances, charges, and other interests, except as otherwise provided in the Plan or the Confirmation Order, and such transfer is on behalf of the Liquidation Trust Beneficiaries to establish the Trust. The Trust shall be authorized to obtain possession or control of, liquidate, and collect all of the Trust Assets in the possession or control of third parties, pursue, settle and/or sell the Retained Causes of Action, and assert and/or exercise any and all rights of setoff and recoupment and defenses of the Debtors or their Estates to any counterclaims that may be asserted by any and all defendants as to the Retained Causes of Action or Holders of Disputed Claims. Without limiting the generality of the foregoing, the Trust shall have the right to invoke section 542 of the Bankruptcy Code to pursue turnover of Trust Assets. On the Effective Date, the Trust shall be substituted for the Debtors for all purposes with respect to the Trust Assets and administration of Claims and Interests. To the extent any law or regulation prohibits the transfer of ownership of any of the Trust Assets from the Debtors to the Trust and such law is not superseded by the Bankruptcy Code, the Trust's interest shall be a lien upon and security interest in such Trust Assets, in trust, nevertheless, for the

sole use and purposes set forth in section 2.2, and this Agreement shall be deemed a security agreement granting such interest thereon without need to file financing statements or mortgages. By executing this Agreement, the Trustee on behalf of the Trust hereby accepts all of such property as Trust Assets, to be held in trust for the Liquidation Trust Beneficiaries, subject to the terms of this Agreement and the Plan.

2.3.3 Equity and Other Ownership Interests. To the extent that Trust Assets consist of or include any equity, membership, or other ownership interest in any Person (including, without limitation, (a) equity or membership interests in a Debtor entity that is not subject to a Dissolution Transaction, (b) equity interests in any Non-Debtor Affiliate (as defined in the Plan), and (c) any equity interest arising from the Liquidation Trustee's election to convert an Intercompany Claim to equity, or to Reinstate, contribute, or otherwise address an Intercompany Interest, pursuant to Article IV.B.6 or IV.B.8 of the Plan), the Trustee shall hold such interest solely for the limited purpose of completing the Wind Down of, and effectuating the dissolution or liquidation of, the applicable Person, in furtherance of, and consistent with, the liquidating purpose of the Trust, and with no objective to continue or engage in the conduct of a trade or business through any such Person except to the extent reasonably necessary to, and consistent with, such liquidating purpose. The Trustee shall use reasonable efforts to complete the Wind Down of, and dissolve or liquidate, each such Person as promptly as practicable.

2.4 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary

proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

2.5 Cooperation of the Debtors. Prior to the Effective Date, the Debtors shall, at the cost and expense of the Debtors, and on or after the Effective Date, the Debtors shall, at the sole cost and expense of the Trust (which shall, in each case, constitute Liquidation Trust Expenses hereunder), use commercially reasonable efforts to preserve (including through device imaging) and provide to the Trust the following: (a) all documents, communications, and other information (or copies thereof) (collectively, "Information") provided (i) to Debevoise & Plimpton LLP in connection with the Investigation Subcommittee's investigation and (ii) to Goodwin Procter LLP in connection with the special committee's investigation of the Debtors' compliance practices, as well as complete and unredacted versions of the reports prepared by the Investigation Subcommittee, the special committee, and/or ~~its~~their counsel (which unredacted reports may be provided to the Trustee and the members of the Liquidation Trust Oversight Board on a confidential basis); (b) all Information produced, or that is otherwise ready to be produced, by the Debtors in discovery in the Chapter 11 Cases; and (c) such other Information relating to the Retained Causes of Action in the possession, custody, and control of the Debtors that the Debtors and the Trust may agree upon after conferring in good faith; provided that the Debtors shall preserve all Information subject to existing litigation holds, which shall remain in effect; provided, further, that, notwithstanding anything to the contrary herein, the Debtors shall not be required to (~~i~~x) incur any liability for any fees or expenses (including any indemnification obligations) that may result from any such preservation or production, and any documented costs and expenses incurred by the Debtors in connection therewith shall be borne or promptly reimbursed by the Trust (which shall, in each case, constitute Liquidation Trust Expenses hereunder), or (~~ii~~y) take

any action in connection with the Debtors' cooperation obligations under this section that the Debtors reasonably determine would harm the merits of, create defenses to, or otherwise prejudice the Trust Assets, including the Retained Causes of Action, following good-faith consultation and coordination between the Debtors and the Trustee, or subject to any further court order requiring production. The Debtors shall transfer all Information to the Trust on the Effective Date at the cost and expense of the Debtors, in all respects consistent with the budget attached as **Exhibit 2** to the Final Cash Collateral Order. The Debtors shall arrange for the Trustee to receive an updated Claims Register from the Claims and Noticing Agent within thirty (30) days after the Effective Date.

2.6 No Retention of Excess Cash. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the Trust or Trustee retain cash or cash equivalents in excess of a reasonable amount to meet Claims, expenses, and contingent liabilities or to maintain the value of the Trust Assets during liquidation other than reserves established pursuant to sections 3 and/or 4.1.2 of this Agreement, and shall distribute all amounts not required to be retained for such purposes to the Liquidation Trust Beneficiaries as promptly as reasonably practicable, but in all events at least annually, in accordance with the Plan and this Agreement.

2.7 Acceptance by Trustee. The Trustee accepts its appointment as Liquidation Trustee of the Trust.

ARTICLE III

ADMINISTRATION OF TRUST

3.1 Rights, Powers, and Privileges of Trustee Generally. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, as of the date that the Trust Assets are transferred to the Trust and become Trust Assets, the Trustee on behalf of the Trust may control

and exercise authority over the Trust Assets, over the acquisition, management and disposition thereof, and over the management and conduct of the affairs of the Trust. In administering the Trust Assets, the Trustee shall endeavor not to unduly prolong the Trust's duration, with due regard that undue haste in the administration of the Trust Assets may fail to maximize value for the benefit of the Liquidation Trust Beneficiaries and otherwise be imprudent and not in the best interests of the Liquidation Trust Beneficiaries.

3.2 Power to Contract. In furtherance of the purpose of the Trust, and except as otherwise specifically restricted in the Plan, Confirmation Order, or this Agreement, the Trustee shall have the right and power on behalf of the Trust, and also may cause the Trust, to enter into any covenants or agreements binding the Trust, and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Trustee to be consistent with and advisable in furthering the purpose of the Trust, including without limitation, with respect to the Retained Causes of Action.

3.3 Ultimate Right to Act Based on Advice of Counsel or Other Professionals. Nothing in this Agreement shall be deemed to prevent the Trustee from taking or refraining to take any action on behalf of the Trust that, based upon the advice of counsel or other professionals, the Trustee determines it is obligated to take or to refrain from taking in the performance of any duty that the Trustee may owe the Liquidation Trust Beneficiaries or any other Person under the Plan, Confirmation Order, or this Agreement.

3.4 Powers of Trustee. Without limiting the generality of the above section 3.1, in addition to the powers granted in the Plan, the Trustee shall have the power to take the following actions on behalf of the Trust and any powers reasonably incidental thereto that the Trustee, in its

reasonable discretion, deems necessary or appropriate to fulfill the purpose of the Trust, unless otherwise specifically limited or restricted by the Plan, the Confirmation Order, or this Agreement:

3.4.1 hold legal title to the Trust Assets and to any and all rights of the Debtors and the Liquidation Trust Beneficiaries in or arising from the Trust Assets;

3.4.2 receive, maintain, conserve, supervise, prosecute, collect, settle, manage, adjust, invest, protect, enforce and where appropriate, cause the Trust to abandon the Trust Assets, including causing the Trust to invest any moneys held as Trust Assets in accordance with the terms of section 3.7 hereof;

3.4.3 open and maintain bank accounts on behalf of or in the name of the Trust;

3.4.4 cause the Trust to enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order, or this Agreement, and to perform all obligations thereunder;

3.4.5 collect and liquidate all Trust Assets, including the sale of any Trust Assets;

3.4.6 protect and enforce the rights to the Trust Assets (including the Retained Causes of Action) vested in the Trust and Trustee by this Agreement by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

3.4.7 investigate any Trust Assets including, but not limited to, the Retained Causes of Action, review, reconcile, compromise, settle, or object to Claims of any kind, and cause the Trust to seek the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004;

3.4.8 cause the Trust to employ or retain professionals, a Disbursing Agent, and other agents, independent contractors and third parties pursuant to this Agreement and pay the reasonable compensation thereof;

3.4.9 cause the Trust to pay all of its lawful expenses, debts, charges, taxes and other liabilities, and make all other payments relating to the Trust Assets, solely out of Trust Assets;

3.4.10 cause the Trust to review, reconcile, prosecute, enforce, collect, compromise, settle, abandon or elect not to pursue all Disputed Claims and the Retained Causes of Action;

3.4.11 calculate, authorize and make all distributions to the Holders of Allowed Claims as provided for in, or contemplated by, the Plan and this Agreement;

3.4.12 establish, adjust, and maintain a reserve for Disputed Claims ("Disputed Claims Reserve");

3.4.13 cause the Trust to withhold from the amount distributable to any Person the maximum amount needed to pay any tax or other charge that the Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld from such distribution under the income tax or other laws of the United States or of any state or political subdivision thereof;

3.4.14 in reliance upon the Debtors' Schedules and the official Claims Register maintained in these Chapter 11 Cases, review, and where appropriate, cause the Trust to allow or object to Claims, and supervise and administer the Trust's commencement, prosecution, settlement, compromise, withdrawal or resolution of all objections to Disputed Claims required to be administered by the Trust;

3.4.15 in reliance upon the Debtors' Schedules and the Claims Register maintained in these Chapter 11 Cases, maintain a register evidencing the Liquidation Trust Interest herein held

by each Liquidation Trust Beneficiary and, in accordance with section 3.8 of this Agreement, such register may be the official Claims Register maintained in these Chapter 11 Cases;

3.4.16 cause the Trust to make all tax withholdings, file tax information returns, file and prosecute tax refund claims, make tax elections by and on behalf of the Trust, and file tax returns for the Trust as a grantor trust under IRC section 671 and Treasury Income Tax Regulation section 1.671-4 pursuant to and in accordance with the Plan and Article VII hereof, and pay taxes, if any, payable for and on behalf of the Trust, provided, however, nothing contained herein shall provide the Trustee with authority or responsibility to file any tax returns for the Debtors' estates, nor shall the Trust or the Trustee have any responsibility or liability in any capacity whatsoever for the filing of the Debtors' income tax returns for any period either prior to or after the Effective Date;

3.4.17 cause the Trust to abandon or donate to a qualified section 501(c)(3) of the Tax Code charitable organization any Trust Assets that the Trustee determines to be too impractical to distribute to Liquidation Trust Beneficiaries or of inconsequential value to the Trust and Liquidation Trust Beneficiaries;

3.4.18 cause the Trust to send annually to Liquidation Trust Beneficiaries, in accordance with the tax laws, a separate statement stating a Liquidation Trust Beneficiary's interest in the Trust and its share of the Trust's income, gain, loss, deduction or credit, and to instruct all such Liquidation Trust Beneficiaries to report such items on their federal tax returns;

3.4.19 cause the Trust to seek a determination of tax liability or refund under section 505 of the Bankruptcy Code;

3.4.20 cause the Trust to establish such reserves for taxes, assessments and other expenses of administration of the Trust as may be necessary and appropriate for the proper operation of matters incident to the Trust;

3.4.21 cause the Trust to purchase and carry all insurance policies that the Trustee deems reasonably necessary or advisable and to pay all associated insurance premiums and costs;

3.4.22 undertake all administrative functions of the Trust, including overseeing the winding down and termination of the Trust;

3.4.23 exercise, implement, enforce, and discharge all of the applicable and relevant terms, conditions, powers, duties, and other provisions of the Plan, the Confirmation Order, and this Agreement; and

3.4.24 take all other actions consistent with the provisions of the Plan that the Trustee deems reasonably necessary or desirable to administer the Trust.

3.5 Exclusive Authority to Pursue the Retained Causes of Action. The Trust shall have the exclusive right, power, and interest to review, reconcile, enforce, collect, compromise, settle, or elect not to pursue the Retained Causes of Action. The Trust, acting by and through the Trustee, shall be the sole representative of the Estates under section 1123(b)(3) of the Bankruptcy Code with respect to the Retained Causes of Action. The Trust shall be vested with, and the Trust and Trustee shall be entitled to assert, all setoffs, and defenses of the Debtors or the Trust to any counterclaims that may be asserted by any defendant with respect to the Retained Causes of Action. The Trust shall also be vested with, and the Trust and Trustee shall be entitled to assert, all of the Debtors' and the Estates' rights with respect to any such counterclaims under section 558 of the Bankruptcy Code. To the extent the Trustee determines, in its reasonable business judgment, that the Retained Causes of Action should be sold, any sale by the Trust of any Retained Causes of

Action shall be either (A) pursuant to a reasonable auction, or (B) on terms that are commercially reasonable. Moreover, any settlement by the Trustee of any of the Retained Causes of Action shall be on terms the Trustee determines, in its reasonable business judgment, to be fair and reasonable, subject to any approval of the Liquidation Trust Oversight Board required under this Agreement.

3.6 Abandonment. Notwithstanding the foregoing, if, in the Trustee's reasonable discretion, any Trust Asset is determined to be of de minimis value or burdensome to the Trust or its Liquidation Trust Beneficiaries, the Trustee shall have the right to cause the Trust to abandon or otherwise dispose of such property, including by donation of such property to a qualified section 501(c)(3) of the Tax Code charitable organization, pursuant to the procedures set forth in the Plan.

3.7 Responsibility for Administration of Claims. From and after the Effective Date, the Trust shall become responsible for administering and paying distributions to the Holders of Allowed Claims. The Trust, acting by and through the Trustee, shall have the exclusive right to object to the allowance of any Claim on any ground, to file, withdraw or litigate to judgment objections to Claims, to settle or compromise any Disputed Claims without any further notice to or action, order or approval by the Bankruptcy Court, and to assert all defenses of the Debtors and their Estates except where such Claim is expressly allowed under the Plan or Confirmation Order. The Trust, acting by and through the Trustee, shall also be entitled to assert all of the Debtors' and the Estates rights under, without limitation, section 558 of the Bankruptcy Code, and may seek estimation of any Claims under and subject to section 502(c) of the Bankruptcy Code.

3.8 Agents and Professionals. The Trustee may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants, appraisers, and other professionals the Trustee believes have qualifications necessary to assist in the administration of the Trust, including professionals previously retained by the Debtors or the Committee. For the avoidance of doubt,

and without limitation of applicable law, nothing in this Agreement shall limit the Trustee from engaging counsel or other professionals, including the Trustee itself or the Trustee's firm or their affiliates, to do work for the Trust. The Trustee may pay the reasonable salaries, fees and expenses of such Persons out of the Trust Assets in the ordinary course of business.

3.9 Safekeeping and Investment of Trust Assets. All moneys and other assets received by the Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the Liquidation Trust Beneficiaries, but need not be segregated in separate accounts from other Trust Assets, unless and to the extent required by law, the Plan, or the Confirmation Order. Neither the Trust nor the Trustee shall have any liability for interest or producing income on any moneys received by them and held for distribution on account of Allowed Claims or payment to the Liquidation Trust Beneficiaries except as such interest shall actually be received by the Trust or Trustee, which shall be distributed as provided in the Plan. Except as otherwise provided by the Plan or the Confirmation Order, the powers of the Trustee to invest any moneys held by the Trust, other than those powers reasonably necessary to maintain the value of the assets and to further the Trust's liquidating purpose, shall be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary liquid investments, such as treasury bills; provided, however, that the scope of permissible investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treas. Reg. § 301.7701-4(d), may be permitted to hold pursuant to the Treasury Regulations, or any modification of the IRS guidelines, whether set forth in IRS rulings, IRS pronouncements, or otherwise. For the avoidance of doubt, the provisions of section 11-2.3 of the Estates, Powers, and Trusts Law of New York shall not apply to this Agreement. Notwithstanding the foregoing, the Trustee shall not be prohibited from

engaging in any trade or business on its own account, provided that such activity does not interfere or conflict with the Trustee's administration of the Trust.

3.10 Maintenance and Disposition of Trust and Debtor Records. The Trustee shall maintain accurate records of the administration of Trust Assets, including receipts and disbursements and other activity of the Trust. The Trust may, but has no obligation to, engage a claims agent (including, but not limited to, the Claims and Noticing Agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases throughout the administration of the Trust. To the extent of any General Unsecured Claims reflected thereon, the Claims Register may serve as the Trustee's register of Liquidation Trust Interests held by Liquidation Trust Beneficiaries. The books and records maintained by the Trustee and any records of the Debtors transferred to the Trust may be disposed of by the Trustee at the later of (i) such time as the Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Trust or its Liquidation Trust Beneficiaries and (ii) upon the termination and completion of the winding down or dissolution of the Trust.

3.11 No Bond Required; Procurement of Insurance. Notwithstanding any state or other applicable law to the contrary, the Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The Trustee is hereby authorized, but not required, to obtain all reasonable insurance coverage for itself, its agents, representatives, employees or independent contractors, including, without limitation, coverage with respect to the liabilities, duties and obligations of the Trustee and its agents, representatives, employees or independent contractors under this Agreement. The cost of any such insurance coverage shall be an expense of the Trust and paid out of Trust Assets.

3.12 Establishment and Composition of the Liquidation Trust Oversight Board. On the Effective Date, the Liquidation Trust Oversight Board shall be established ~~and appointed as a three (3) member body, with membership appointed by the Committee, to oversee the Trust in accordance with the Plan, the Confirmation Order, and this Agreement.~~. The initial members of the Liquidation Trust Oversight Board shall be: (i) Silverview, (ii) Bibbeo, (iii) WPS Kiosk Partners LLC and (iv) Cash Cloud, Inc.

3.13 Powers and Duties of the Liquidation Trust Oversight Board. The Liquidation Trust Oversight Board shall, as and when requested by the Trustee, or as is otherwise required under the Plan, the Confirmation Order, or this Agreement, consult with and advise the Trustee as to the administration and management of the Trust in accordance with the terms of the Plan, the Confirmation Order, and this Agreement. Without limiting the generality of the foregoing, the Trustee shall obtain the prior approval of the Liquidation Trust Oversight Board before (a) obtaining any litigation financing or similar financing in the name of, and on behalf of, the Trust to facilitate the pursuit of the Retained Causes of Action or otherwise to liquidate or monetize the Trust Assets, (b) allocating value between Debtor entities for purposes of making distributions, and (c) taking any other action expressly requiring Liquidation Trust Oversight Board approval under this Agreement. The powers, rights, and responsibilities of the Trustee and the Liquidation Trust Oversight Board, respectively, are as specified in this Agreement.

3.14 Vacancies. In the event of the resignation of a member of the Liquidation Trust Oversight Board, a replacement may be appointed in accordance with this Agreement; provided, that unless and until any such vacancy is filled, the Liquidation Trust Oversight Board shall function with such reduced membership.

3.15 Successor Board Member. In the event of a vacancy by reason of the death, incapacity or removal of any member of the Liquidation Trust Oversight Board (a "Board Member") or prospective vacancy by reason of resignation, a successor Board Member shall be nominated by a majority of the remaining members of the Liquidation Trust Oversight Board and the Liquidation Trustee. In the event a majority vote cannot be reached, the Board Member may be appointed by the Bankruptcy Court, absent a showing that such successor is not qualified to perform as successor. Notwithstanding anything in this Section 3.15, so long as there is one (1) Board Member on the Liquidation Trust Oversight Board, the Liquidation Trust Oversight Board shall have the authority to discharge its duties in this Agreement without interruption.

3.16 Majorities. In the event there is no majority vote of the Liquidation Trust Oversight Board, the Liquidation Trustee may cast the deciding vote.

ARTICLE IV

DISTRIBUTIONS

4.1 Distribution and Reserve of Trust Assets. Following the transfer of Trust Assets to the Trust, the Trustee shall make continuing efforts on behalf of the Trust to collect, liquidate, and distribute all Trust Assets, subject to the reserves deemed necessary by the Trustee pursuant to this Agreement.

4.1.1 Distributions. The Trustee shall cause the Trust to make timely distributions ~~of its net income and all net proceeds from the sale of assets~~ as soon as reasonably practicable~~, and in all events at least annually,~~ to the Holders of Allowed Claims, except the Trust may retain an amount of net income and other Trust Assets reasonably necessary to maintain the value of the Trust Assets or to meet expenses, claims and contingent liabilities of the Trust and Trustee, and retention of such amount may preclude distributions to Holders of Allowed Claims;

provided that, for the avoidance of doubt, the cash proceeds of that certain promissory note received by the Debtors' estates in connection with the 363 Asset Sale to Bitcoin Bancorp, Inc. attributable to the Equipment Financing Agreement Collateral shall constitute Equipment Financing Agreement Collateral Proceeds and shall be distributed to Holders of Claims in Class 4 in an amount proportionate to each Holder's interest in such Equipment Financing Agreement Collateral, net of applicable taxes and fees, pursuant to Article IV of the Plan.

4.1.2 Reserves; Pooling of Reserved Funds. Before any distribution can be made, the Trustee shall, in its reasonable discretion, establish, supplement, and maintain a reserve in an amount sufficient to meet any and all expenses and liabilities of the Trust, including attorneys' fees and expenses and the fees and expenses of other professionals. In accordance with section 3.2.12 of this Agreement, the Trust may also maintain as necessary a Disputed Claims Reserve with respect to General Unsecured Claims required to be administered by the Trust. For the avoidance of doubt, the Trustee may withhold any distribution pending the Trust's determination of whether to object to any General Unsecured Claim. Any such withheld distribution shall become part of the Disputed Claims Reserve and shall be distributed to the appropriate Holder of an Allowed General Unsecured Claim no later than the first Distribution Date after a decision is made not to object to the pertinent Claim or the Claim becomes Allowed. The Trustee need not maintain any of the Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the Trust; provided, however, that the Trust shall treat all such reserved funds as being held in a segregated manner in its books and records.

4.1.3 Distributions Net of Reserves and Costs. Distributions shall be made net of reserves in accordance with the Plan and this Agreement, and also net of the actual and reasonable costs of making the distributions.

4.1.4 Allocation of Distributions. The Liquidation Trustee, with the consent of the Liquidation Trust Oversight Board, shall have the responsibility for establishing an allocation for apportioning Liquidation Trust Assets allocated for distribution to Holders of Claims against the applicable Debtor (the "Liquidation Trust Assets Allocation"). Upon approval by the Liquidation Trust Oversight Board, the Liquidation Trust Assets Allocation shall be deemed to be conclusive regarding the maximum amount of Liquidation Trust Assets Allocation available for distribution to Holders of Claims against each respective Debtor. If the Liquidation Trust Oversight Board does not approve the Liquidation Trust Assets Allocation, the Liquidation Trustee may seek approval of the Liquidation Trust Assets Allocation by the Bankruptcy Court, and such Liquidation Trust Assets Allocation will be deemed conclusive upon entry of a Final Order by the Bankruptcy Court approving the proposed allocation.

4.1.5 Right to Rely on Professionals. Without limitation of the generality of section 6.6 of this Agreement, in determining the amount of any distribution or reserves, the Trustee may rely and shall be fully protected in relying on the advice and opinion of the Trust's financial advisors, accountants, or other professionals.

4.2 Method and Timing of Distributions. Distributions to Holders of Allowed Claims will be made from the Trust in accordance with the terms of the Plan and this Agreement. The Trust may engage a Disbursing Agent and other Persons to assist in making distributions, pursuant to the terms and procedures set forth in the Plan.

4.3 Distributions for Series A Liquidation Trust Interests. In full and final satisfaction of their respective Claims, Holders of Series A Liquidation Trust Interests shall be entitled to *pro rata* distributions from the Liquidation Trust based on the recoveries realized by the Liquidation

Trust (net of legal and related litigation fees) from the Retained Causes of Action (the "Net Proceeds"), as set forth below:

(a) If the Liquidation Trust recovers Net Proceeds of less than $5,000,000 the Holders of Series A Liquidation Trust Interests will receive, in cash, twenty percent of such recovery;

(b) If the Liquidation Trust recovers Net Proceeds of between $5,000,000 and $9,999,999.99 the Holders of Series A Liquidation Trust Interests will receive, in cash, $1,000,000;

(c) If the Liquidation Trust recovers Net Proceeds of between $10,000,000 and $14,999,999.99 the Holders of Series A Liquidation Trust Interests will receive, in cash, $1,200,000;

(d) If the Liquidation Trust recovers Net Proceeds of between $15,000,000 and $19,999,999.99 the Holders of Series A Liquidation Trust Interests will receive, in cash, $1,400,000;

(e) If the Liquidation Trust recovers Net Proceeds of between $20,000,000 and $24,999,999.99 the Holders of Series A Liquidation Trust Interests will receive, in cash, $1,650,000;

(f) If the Liquidation Trust recovers Net Proceeds of between $25,000,000 and $39,999,999.99 the Holders of Series A Liquidation Trust Interests will receive, in cash, $2,000,000; and

(g) If the Liquidation Trust recovers Net Proceeds of $40,000,000 or more the Holders of Series A Liquidation Trust Interests will receive, in cash, $2,600,000.

4.4 Distributions for Series B Liquidation Trust Interests. In full and final satisfaction of their respective Claims, and following any distributions made to Holders of Series A Liquidation Trust Interests pursuant to Section 4.3 above, Holders of Series B Liquidation Trust Interests shall be entitled to *pro rata* distributions from all remaining distributable Trust Assets consistent with the Liquidation Trust Asset Allocation.

4.5 ~~4.3~~ Withholding from Distributions. The Trustee, in its reasonable discretion, may cause the Trust to withhold from amounts distributable from the Trust to any Holder of an Allowed Claim any and all amounts as may be sufficient to pay the maximum amount of any tax or other

charge that has been or might be assessed or imposed by any law, regulation, rule, ruling, directive, or other governmental requirement on such Holder or the Trust with respect to the amount to be distributed to such Holder. The Trustee shall determine such maximum amount to be withheld by the Trust in its sole, reasonable discretion (and may conclusively rely on the advice of a qualified accounting professional in determining such amount) and shall cause the Trust to distribute to the Holder any excess amount withheld. All such amounts withheld and paid to the appropriate governmental unit shall be treated as amounts distributed to such Liquidation Trust Beneficiaries for all purposes of this Agreement, the Plan and the Confirmation Order.

4.6 ~~4.4~~ IRS Forms. As more fully set forth in Article XV.F of the Plan, the Trustee may require any Holder of a Claim to complete the appropriate IRS Form W-8, Form W-9, or similar tax form as a prerequisite to receiving any distribution under the Plan or this Agreement. If a Holder of a Claim does not provide to the Trustee within ninety (90) days of written request with all such documentation, then the Trustee, in its sole discretion, may (a) make a distribution net of any applicable withholding or (b) determine that such Holder or Liquidation Trust Beneficiary shall be deemed to have forfeited the right to receive any distribution, in which case, (i) any such distribution shall revert to the Debtors, the Liquidation Trustee or the Disbursing Agent (as applicable) for distribution to the other Holders of Claims or Liquidation Trust Beneficiaries in accordance with the Combined Disclosure Statement and Plan and (ii) the Allowed Claim or Interest of the Holder or Liquidation Trust Beneficiary originally entitled to such distribution shall be waived and forever barred without further order of the Bankruptcy Court. If the Trustee fails to withhold in respect of amounts received or distributable with respect to a holder of a Claim and the Trustee is later held liable for the amount of such withholding, such holder shall

be required to reimburse the Trustee for such liability, unless such liability arises out of the Trustee's fraud, willful misconduct or gross negligence.

4.7 ~~4.5~~ Unclaimed and Undeliverable Distributions. Unclaimed property, together with any distributions to Holders of Allowed Claims returned as undeliverable, shall be held by the Trustee in an unclaimed property reserve (the "Unclaimed Property Reserve") and may be released by the Trustee prior to the expiration of sixty (60) days from the ~~Effective~~relevant Distribution Date if presentation of proper proof by such Holder of its entitlement thereto is presented to the Trustee. After the expiration of such sixty (60) ~~days from the Effective Date~~day period, the respective Holders of Allowed Claims otherwise entitled to such unclaimed property shall cease to be entitled thereto and shall be entitled to no further distributions under the Plan or this Agreement, and (a) such Allowed Claims shall be deemed disallowed and expunged in their entirety; (b) the funds in respect of such unclaimed property shall become Trust Assets and shall revert to the Trust for all purposes including, but not limited to, for distribution to other Holders of Allowed Claims in accordance with the terms of the Plan, Confirmation Order and this Agreement, automatically and without any need for further order of the Bankruptcy Court; and (c) the corresponding Liquidation Trust Interest of any Liquidation Trust Beneficiary holding a disallowed Claim shall be deemed cancelled. Any such funds that revert to the Trust hereunder shall not be subject to the escheat, abandonment or unclaimed property laws of any federal, state, provincial or local government authority.

4.8 ~~4.6~~ No Responsibility to Attempt to Locate Liquidation Trust Beneficiaries. If a distribution is returned to the Trust as undeliverable, or otherwise remains unclaimed, no further distribution shall be made to such Holder unless and until the Holder notifies the Trustee of such Holder's then-current address and taxpayer identification number. The Trustee may, in its sole

discretion, attempt to determine a Holder's current address or otherwise locate a Holder, but nothing in this Agreement or the Plan shall require the Trustee to do so.

4.8.1 ~~4.6.1~~ Inapplicability of Escheat, Abandoned or Unclaimed Property Laws. Unclaimed property held by the Trust shall not be subject to the escheat, abandoned or unclaimed property laws of the United States, or any state, provincial or local governmental unit.

4.9 ~~4.7~~ Request for Reissuance. Distribution checks shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Distribution checks not cashed within such ninety-day period shall be treated as unclaimed property that has been held in the Unclaimed Property Reserve as set forth above in section ~~4.5~~4.7. Requests for reissuance of any check shall be made in writing directly to the Trustee by the Holder of the Claim that was originally issued such check. All such requests shall be made promptly and in time for the check to be reissued and cashed before the funds for the checks become unrestricted Trust Assets under section ~~4.5~~4.7 of this Agreement. The Holder shall bear all the risk that, and shall indemnify and hold the Trust and Trustee harmless against any loss that may arise if, the Trustee does not reissue a check promptly after receiving a request for its reissuance.

4.10 ~~4.8~~ Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to the Liquidation Trust Interest of a Liquidation Trust Beneficiary, or if there is any disagreement between the assignees, transferees, heirs, representatives or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

4.10.1 ~~4.8.1~~ The Trustee may elect to cause the Trust to make no payment or distribution with respect to the Liquidation Trust Interest subject to the conflicting claims or

demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have continuing jurisdiction over resolution of such conflicting claims or demands. Neither the Trust nor the Trustee shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the Trust or Trustee be liable for interest on any funds which may be so withheld.

4.10.2 ~~4.8.2~~ The Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction adjudicating the matter; or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the Trustee, which agreement shall include a complete release of the Trust and Trustee. Until the Trustee receives written notice that one of the conditions of the preceding sentence is met, the Trustee may deem and treat as the absolute owner under this Agreement of the Liquidation Trust Interest in the Trust the Liquidation Trust Beneficiary identified as the owner of that interest in the books and records maintained by the Trustee. The Trustee may deem and treat such Liquidation Trust Beneficiary as the absolute owner for purposes of receiving distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

4.11 ~~4.9~~ In acting or refraining from acting under and in accordance with this the Agreement, the Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to Article VI of this Agreement.

4.12 ~~4.10~~ Priority of Expenses of Trust. The Trust must pay all of its expenses before making any distributions~~, including but not limited to, any distribution on an Allowed Claim~~. The Trust may also reserve for future anticipated expenses when determining the amount of any distributions.

ARTICLE V

BENEFICIARIES

5.1 Interest Beneficial Only. The ownership of a Liquidation Trust Interest shall not entitle any Liquidation Trust Beneficiary or the Debtors to any title in or to the Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

5.2 Ownership of Beneficial Interests Hereunder. Each Liquidation Trust Beneficiary shall own a Liquidation Trust Interest herein which shall, subject to section 4.1 of this Agreement and subject to the Plan, be entitled to a distribution in the amounts, and at the times, set forth in the Plan.

5.3 Evidence of Beneficial Interest. Ownership of a Liquidation Trust Interest in the Trust Assets shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Trust by the Trustee.

5.4 No Right to Accounting. Neither the Liquidation Trust Beneficiaries nor their successors, assigns, creditors, nor any other Person shall have any right to an accounting by the Trustee, and the Trustee shall not be obligated to provide any accounting to any Person. Nothing in this Agreement is intended to require the Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Trust or as a condition for making any advance, payment, or distribution out of proceeds of Trust Assets.

5.5 No Standing. Except as expressly provided in this Agreement, a Liquidation Trust Beneficiary shall not have standing to direct or to seek to direct the Trust or Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any Person upon or with respect to the Trust Assets.

5.6 Requirement of Undertaking. The Trustee may request the Bankruptcy Court to require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit; provided, however, that the provisions of this section 5.6 shall not apply to any suit by the Trustee.

5.7 Limitation on Transferability. It is understood and agreed that the Liquidation Trust Interests shall be non-transferable and non-assignable during the term of this Agreement except by operation of law. An assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the Trustee, and the Trustee may continue to cause the Trust to pay all amounts to or for the benefit of the assigning Liquidation Trust Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The Trustee may rely upon such proof without the requirement of any further investigation.

5.8 Exemption from Registration. The rights of the Liquidation Trust Beneficiaries arising under this Agreement may be deemed "securities" under applicable law. However, such rights have not been defined as "securities" under the Plan because (i) the parties hereto intend that such rights shall not be securities and (ii) if the rights arising under this Agreement in favor of the Liquidation Trust Beneficiaries are deemed to be "securities," the exemption from registration under section 1145 of the Bankruptcy Code is intended to be applicable to such securities. No party to this Agreement shall make a contrary or different contention.

5.9 Delivery of Distributions. Subject to the terms of this Agreement, the Trustee shall cause the Trust to make distributions to Liquidation Trust Beneficiaries in the manner provided in the Plan or in this Agreement.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Parties Dealing with the Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the Trust Assets. There is no obligation of any Person dealing with the Trustee to inquire into the validity or expediency or propriety of any transaction by the Trustee or any agent of the Trustee.

6.2 Limitation of Trustee Liability. In exercising the rights granted herein, the Trustee shall exercise the Trustee's best judgment, to the end that the affairs of the Trust shall be properly managed and the interests of all of the Liquidation Trust Beneficiaries safeguarded. However, notwithstanding anything herein to the contrary, neither the Trustee nor any of its respective firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, Disbursing Agent, or agents, and any of such Person's successors and assigns, shall incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with this Agreement, whether sounding in tort, contract, or otherwise, except for fraud, gross negligence, or willful misconduct that is found by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) to be the direct and primary cause of loss, liability, damage, or expense suffered by the Trust. In no event shall the Trustee be liable for indirect, punitive, special, incidental or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action. Without limiting the foregoing, the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Plan

and the Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Confirmation Order.

6.3 No Liability for Acts of Other Persons. None of the Persons identified in the immediately preceding section 6.2 of this Agreement shall be liable for the act or omission of any other Person identified in that section.

6.4 No Liability for Acts of Predecessors. No successor Trustee shall be in any way responsible for the acts or omissions of any Trustee in office prior to the date on which such successor becomes the Trustee, unless a successor Trustee expressly assumes such responsibility.

6.5 No Liability for Good Faith Error of Judgment. The Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) that the Trustee was grossly negligent in ascertaining the pertinent facts.

6.6 Reliance by Trustee on Documents and Advice of Counsel or Other Persons. Except as otherwise provided herein, the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties. The Trustee also may engage and consult with its respective legal counsel and other agents and advisors, and shall not be liable for any action taken, omitted, or suffered in reliance upon the advice (written or oral) of such counsel, agents, or advisors.

6.7 No Liability for Acts Approved by Bankruptcy Court. The Trustee shall have the right (but not the obligation) at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Trust and the Claims required to be administered by the Trust. The Trustee shall not be liable for any act or omission that has been approved by the

Bankruptcy Court, and all such actions or omissions shall conclusively be deemed not to constitute fraud, gross negligence, or willful misconduct.

6.8 No Personal Obligation for Trust Liabilities. Persons dealing with the Trustee shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trustee to any such Person in carrying out the terms of this Agreement, and the Trustee shall have no personal, individual obligation to satisfy any such liability.

6.9 Indemnification. The Trustee, the members of the Liquidation Trust Oversight Board, and each of its respective accountants, agents, assigns, attorneys, bankers, consultants, directors, employees, executors, financial advisors, investment bankers, real estate brokers, transfer agents, independent contractors, managers, members, officers, partners, predecessors, principals, professional persons, representatives, affiliate, employer and successors (each, an "Indemnified Party") shall be indemnified for, and defended and held harmless against, by the Trust and solely from the Trust Assets, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost, or expense (including the reasonable fees and expenses of their respective professionals) actually incurred without gross negligence, willful misconduct, or fraud on the part of the applicable Indemnified Party (which gross negligence, willful misconduct, or fraud, if any, must be determined by a Final Order of a court of competent jurisdiction) for any action taken, suffered, or omitted to be taken by the Indemnified Parties in connection with the acceptance, administration, exercise, and performance of their duties under the Plan or this Agreement, as applicable if the applicable Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust or its Liquidation Trust Beneficiaries. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence, willful

misconduct, or fraud. The amounts necessary for the indemnification provided in this section (including, but not limited to, any costs and expenses incurred in enforcing the right of indemnification in this section) shall be paid by the Trustee out of the Trust Assets. The Trustee shall not be personally liable for the payment of any Trust expense or claim or other liability of the Trust, and no Person shall look to the Trustee personally for the payment of any such expense or liability. The indemnification provided in this section shall survive the death, dissolution, incapacity, resignation or removal of the Trustee, Indemnified Party or the termination of the Trust, and shall inure to the benefit of each Indemnified Party's heirs and assigns.

6.9.1 Expense of Trust; Limitation on Source of Payment of Indemnification. All indemnification liabilities of the Trust under this section 6.9 shall be expenses of the Trust. The amounts necessary for such indemnification and reimbursement shall be paid by the Trust out of the available Trust Assets after reserving for all actual and anticipated expenses and liabilities of the Trust. The Trustee shall not be personally liable for the payment of any Trust expense or claim or other liability of the Trust, and no Person shall look to the Trustee or other Indemnified Parties personally for the payment of any such expense or liability.

6.9.2 Procedure for Current Payment of Indemnified Expenses; Undertaking to Repay. The Trust shall reasonably promptly pay an Indemnified Party all amounts subject to indemnification under this section 6.9 on submission of invoices for such amounts by the Indemnified Party. By accepting any indemnification payment, the Indemnified Party undertakes to repay such amount promptly if it is determined that the Indemnified Party is not entitled to be indemnified under this Agreement. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section 6.9.

6.9.3 Rebuttable Presumption in Favor of Indemnification. In making a determination with respect to entitlement to indemnification of any Indemnified Party hereunder, the person, persons, or entity making such determination shall presume that such Indemnified Party is entitled to indemnification under this Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption. The rights to indemnification hereunder are not exclusive of other rights that any Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

6.9.4 Preservation of Attorney-Client Privilege. In the event the Trustee retains counsel (including at the expense of the Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege, including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor Trustee shall succeed to and hold the same rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

6.10 No Implied Obligations. The Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Trustee.

6.11 Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Agreement, the provisions of this Article VI shall survive the death, dissolution, liquidation, incapacity, resignation, replacement, or removal, as may be applicable, of the Trustee,

or the termination of the Trust or this Agreement, and shall inure to the benefit of the Trustee's and the Indemnified Parties' heirs and assigns.

ARTICLE VII

TAX MATTERS

7.1 Tax Treatment of Trust. Pursuant to and in accordance with the Plan, except to the extent that all or any portion of the Trust is treated as one or more disputed ownership funds under Treasury Regulation Section 1.468B-9, for all U.S. federal income tax purposes, the Debtors, the Liquidation Trust Beneficiaries, the Trustee and the Trust shall treat the Trust as a liquidating trust within the meaning of Treasury Income Tax Regulation Section 301.7701-4(d) and IRS Revenue Procedure 94-45, 1994-2 C.B. 684, and as a grantor trust within the meaning of Sections 671 through 679 of the Tax Code, and the transfer of the Trust Assets to the Trust shall be treated as a transfer of the Trust Assets by the Debtors to the Liquidation Trust Beneficiaries in satisfaction of their Allowed General Unsecured Claims and/or Allowed Equipment Financing Agreement Claims, if applicable, followed by a transfer of the Trust Assets by the Liquidation Trust Beneficiaries to the Trust in exchange for their Pro Rata share of the Liquidation Trust Interests. The Liquidation Trust Beneficiaries shall be treated as the grantors and owners of the Trust for U.S. federal income tax purposes. The Trustee shall be the exclusive trustee of the Trust Assets for purposes of 31 U.S.C. § 3713(b) and section 6012(b)(4) of the Tax Code.

7.2 Annual Reporting and Filing Requirements. Pursuant to and in accordance with the terms of the Plan and this Agreement, the Trustee shall file tax returns for the Trust as a grantor trust pursuant to Treasury Income Tax Regulation Section 1.671-4(a). The Trust's taxable income, gain, loss, deduction, or credit will be allocated to the Liquidating Trust Beneficiaries in accordance with their relative beneficial interests in the Trust.

7.3 Tax Treatment of Reserves for Disputed Claims. The Trustee may, in the Trustee's sole reasonable discretion, determine the best way to report for tax purposes with respect to any Disputed Claims Reserve, including (i) filing a tax election to treat any and all Disputed Claims Reserves as a Disputed Ownership Fund ("DOF") within the meaning of Treasury Income Tax Regulation Section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Trust; or (ii) electing to report as a separate trust or sub-trust or other entity. If an election is made to report any Disputed Claims Reserve as a DOF, the Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including but not limited to the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due annually on a separate entity basis on any net income earned with respect to the Liquidating Trust Assets in the Disputed Claims Reserve.

7.4 Valuation of Trust Assets. As soon as practicable after the Effective Date, but in no event later than the due date for timely filing of the Trust's first federal income tax return (taking into account applicable tax filing extensions), the Trustee shall determine the fair market value of the Trust Assets as of the Effective Date, based on the Trustee's good faith determination and establish appropriate means to apprise the Liquidation Trust Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Trust, the Trustee, and the Liquidation Trust Beneficiaries) for all federal income tax purposes.

ARTICLE VIII

SELECTION, REMOVAL, REPLACEMENT AND COMPENSATION OF TRUSTEE

8.1 Initial Trustee. The Trustee has been selected by the Committee and is appointed effective as of the Effective Date. The initial trustee shall be the Trustee. The initial members of

the Liquidation Trust Oversight Board shall likewise be appointed by the Committee, effective as of the Effective Date.

8.2 Term of Service. The Trustee shall serve until (a) the completion of the administration of the Trust Assets and the Trust, including the winding up of the Trust, in accordance with this Agreement and the Plan; (b) termination and dissolution of the Trust in accordance with the terms of this Agreement and the Plan; or (c) the Trustee's resignation, death, dissolution, incapacity, liquidation or removal. In the event that the Trustee's appointment terminates by reason of resignation, death, dissolution, incapacity, liquidation or removal, the Trustee shall be immediately compensated for all reasonable fees and expenses accrued but unpaid through the effective date of termination, whether or not previously invoiced. The provisions of Article VI of this Agreement shall survive the resignation or removal of any Trustee.

8.3 Removal of Trustee. ~~Any party in interest, on notice and hearing before the Bankruptcy Court, may~~The Trustee may be removed for cause by a majority vote of the Liquidation Trust Oversight Board; provided, however, that if the Trustee disputes whether cause exists justifying the Trustee's removal, the Trustee may file a motion with the Bankruptcy Court, upon notice to the members of the Liquidation Trust Oversight Board, within ten (10) business days of the Trustee's receipt of a removal notice from the Liquidation Trust Oversight Board, in which case the Trustee shall not be removed unless and until the Bankruptcy Court enters a Final Order determining that cause exists and approving the removal; provided further, however, that the Trustee may not be removed until a successor Trustee has been named or is capable of being named immediately upon such removal. For purposes of removing the Trustee, "cause" shall mean gross negligence, breach of fiduciary duty, fraud, breach of trust, or reckless or willful mishandling of the Trust Assets. For the avoidance of doubt, Liquidation Trust Beneficiaries shall not have

standing to seek removal of the Trustee ~~for cause. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section.~~.

8.4 Resignation of Trustee. The Trustee may resign at any time on written notice to the U.S. Trustee and Bankruptcy Court. The resignation shall be effective on the later of (a) the date specified in the notice of resignation and (b) the date that is thirty days (30) after the date such notice is filed with the Bankruptcy Court. In the event of a resignation, the resigning Trustee shall file a full and complete accounting of monies and assets received, disbursed, and held during the term of that Trustee.

8.5 Appointment of Successor Trustee. Upon the resignation, death, dissolution, incapacity, liquidation or removal of a Trustee, any party in interest (including, in the case of resignation, the Trustee) may file a motion in the Bankruptcy Court to appoint a successor trustee. In the event no party in interest seeks the appointment of a successor Trustee, the Bankruptcy Court may do so on its own motion. Any successor Trustee so appointed (a) shall consent to and accept his, her or its appointment as successor Trustee, which may be done by e-mail or through acquiescence in not objecting to a motion for approval of his, her or its appointment as successor Trustee and (b) shall not have any liability or responsibility for the acts or omissions of any predecessor(s). Any successor Trustee may be appointed to serve only on an interim basis.

8.6 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of his, her or its predecessor under this Agreement, the Plan, and Confirmation Order.

8.7 Trust Continuance. The resignation, death, dissolution, incapacity, liquidation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

8.8 Compensation of Trustee and Costs of Administration. The Trustee shall receive fair and reasonable compensation for its services ~~in accordance with the terms and conditions of the Plan~~, which shall be a charge against and paid out of the Trust Assets. All costs, expenses, and obligations incurred by the Trustee (or professionals who may be employed by the Trustee in administering the Trust, in carrying out their other responsibilities under this Agreement, or in any manner connected, incidental, or related thereto) shall be paid by the Trust from the Trust Assets prior to any distribution to Holders of ~~Allowed Claims~~Liquidation Trust Interests. The terms of the compensation of the Trustee are set forth on **Exhibit A** hereto.

8.9 Appointment of Supplemental Trustee. If the Trustee has a conflict or any of the Trust Assets are situated in any state or other jurisdiction in which the Trustee is not qualified to act as trustee, the Trustee shall nominate and appoint a Person duly qualified to act as trustee (the "Supplemental Trustee") with respect to such conflict, or in such state or jurisdiction, and require from each such Supplemental Trustee such security as may be designated by the Trustee in its discretion. In the event the Trustee is unwilling or unable to appoint a disinterested Person to act as Supplemental Trustee to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so. The Trustee or the Bankruptcy Court, as applicable, may confer upon such Supplemental Trustee any or all of the rights, powers, privileges and duties of the Trustee hereunder, subject to the conditions and limitations of this Agreement, except as modified or limited by the laws of the applicable state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such Supplemental Trustee is acting shall prevail to the extent necessary). To the extent the Supplemental Trustee is appointed by the Trustee, the Trustee shall require such Supplemental Trustee to be answerable to the Trustee for all monies, assets and other property that may be received in connection with the administration of all property. The Trustee

or the Bankruptcy Court, as applicable, may remove such Supplemental Trustee, with or without cause, and appoint a successor Supplemental Trustee at any time by executing a written instrument declaring such Supplemental Trustee removed from office and specifying the effective date and time of removal.

ARTICLE IX

DURATION OF TRUST

9.1 Duration. Once the Trust becomes effective upon the Effective Date of the Plan, the Trust and this Agreement shall remain and continue in full force and effect until the Trust is terminated.

9.2 Termination on Payment of Trust Expenses and Distribution of Trust Assets. Upon the payment of all costs, expenses, and obligations incurred in connection with administering the Trust, and the distribution of all Trust Assets in accordance with the provisions of the Plan, the Confirmation Order, and this Agreement, the Trust shall terminate and dissolve and the Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant law.

9.3 Termination after Five Years. If the Trust has not been previously terminated and dissolved pursuant to section 9.2 hereof, no later than five (5) years from the Effective Date, unless the Trust term has been extended in accordance with section V.F of the Plan (which such extension shall be based upon a finding that such extension is necessary to the liquidating purpose of the Trust, ~~and which~~ shall require the approval of the Bankruptcy Court within six months of the beginning of the extended term and shall be for a finite term not to exceed three (3) years (including prior extensions) without a favorable private letter ruling from the Internal Revenue Service or an opinion of counsel satisfactory to the Trustee that any further extension would not adversely affect

the status of the Trust as a liquidating trust for U.S. federal income tax purposes), the Trustee shall distribute all of the Trust Assets to the Liquidation Trust Beneficiaries in accordance with the Plan, and immediately thereafter the Trust shall dissolve and terminate and the Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in section 9.5 of this Agreement.

9.4 No Termination by Liquidation Trust Beneficiaries. The Trust may not be terminated and dissolved at any time by the Liquidation Trust Beneficiaries.

9.5 Continuance of Trust for Winding Up; Discharge and Release of Trustee. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until its responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Trust Assets including all excess reserves, the Trustee and the Trust's professionals and agents shall be deemed discharged and have no further duties or obligations hereunder. Upon a motion by the Trustee, the Bankruptcy Court (or another court of competent jurisdiction) may enter an order relieving the Trustee, its employees, professionals, and agents of any further duties, discharging and releasing the Trustee, its employees, professionals, and agents from all liability related to the Trust, and releasing the Trustee's bond, if any.

ARTICLE X

MISCELLANEOUS

10.1 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

10.2 Notices. All notices to be given to Liquidation Trust Beneficiaries may be given by ordinary mail, or may be delivered personally, at the addresses for such Liquidation Trust

Beneficiaries appearing on the books kept by the Trustee. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Trust or Trustee:

~~[*]~~
Thomas A. Pitta
Emmet, Marvin & Martin, LLP
120 Broadway, 32nd Floor
New York, NY 10271
tpitta@emmetmarvin.com

with a copy to its counsel:

~~[*]~~

Eric Wilson, Esq.
Kelley Drye & Warren, LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007
ewilson@kelleydrye.com

or to such other address as may from time to time be provided in written notice by the Trustee.

10.2.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws.

10.2.2 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

10.2.3 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words

"hereof," "herein," and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement.

10.2.4 Execution. All funds in the Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Liquidation Trust Beneficiary, and no Liquidation Trust Beneficiary or any other Person can execute upon, garnish or attach the Trust Assets or the Trustee in any manner or compel payment from the Trust except by Final Order of the Bankruptcy Court. Payments will be solely governed by the Plan, the Confirmation Order and this Agreement.

10.2.5 Amendment. This Agreement may be amended by written ~~agreement~~consent of the Trustee and a majority of the Liquidation Trust Oversight Board or by order of the Bankruptcy Court; provided, however, that such amendment may not be inconsistent with the Plan or the Confirmation Order.

10.2.6 No Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

10.2.7 No Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership or joint venture of any kind.

10.2.8 Severability. If any term, provision, covenant, or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.2.9 Further Assurances. Without limitation of the generality of section 2.5 of this Agreement, the Parties agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes and provide for the full implementation of this Agreement and the pertinent provisions of the Plan and to consummate the transactions contemplated hereby.

10.2.10 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.2.11 Jurisdiction. The Bankruptcy Court shall have jurisdiction regarding the Debtors, Trust, Trustee, and Trust Assets, including, without limitation, the determination of all disputes arising out of or related to administration of the Trust. The Bankruptcy Court shall have continuing jurisdiction and venue to hear and finally determine all disputes and related matters among the Parties arising out of or related to this Agreement or the administration of the Trust. The Parties expressly consent to the Bankruptcy Court hearing and exercising such judicial power as is necessary to finally determine all such disputes and matters. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to these Chapter 11 Cases, including the matters set forth in this Agreement, the provisions of this Agreement shall have no effect on and shall not control, limit or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter, and all applicable references in this Agreement to an order or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction.

10.2.12 Confidentiality. The Trustee and the Board Members shall treat all matters discussed at meetings of the Liquidation Trust Oversight Board (whether or not memorialized in any minutes thereof) and all information shared among them (the "Confidential Information") that is not generally available to the public as confidential and, except as otherwise permitted herein or required by applicable law or court order, not disclose such Confidential Information to any other person, other than Board Members not in attendance or professionals retained by the Board Members or the Trust. In the event of a resignation or removal of a Board Member or the Trustee, upon request of the Trustee (including any successor Trustee), such former Board Member or Trustee shall promptly return to the Trustee or destroy any Confidential Information (including copies thereof) received by the Board Member or Trustee in its capacity and in the course of its tenure as a Board Member or Trustee. Notwithstanding the resignation or removal of a Board Member or Trustee, such former Board Member or Trustee shall continue to be bound by these confidentiality provisions. Notwithstanding the foregoing, a former Board Member or Trustee and its counsel may retain copies of the Confidential Information to the extent such former Board Member or Trustee or its counsel reasonably believes it is required to retain a copy of the Confidential Information under applicable law, for legal or regulatory purposes, or to satisfy internal compliance policies and procedures. For the avoidance of doubt, a former Board Member or Trustee (and such party's counsel) shall not be required to return, destroy, or expunge any Confidential Information located on backup servers and similar devices except in the ordinary course of business provided that any such former Board Member or Trustee and their counsel shall not access or use such Confidential Information unless required by law to do so; provided further that any such materials so retained shall be held subject to the terms of this Agreement.

10.2.13 Joint Litigation Privilege. All communications, whether in writing or oral, among, and all documents exchanged among the Trustee and/or the members of the Liquidation Trust Oversight Board (in such capacities), and their respective agents and representatives as well as all communications, whether in writing or oral, among, and all documents exchanged among, the Trustee and/or the members of the Liquidation Trust Oversight Board (in such capacities), and their respective agents and representatives, on the one hand, and any of the Debtors or Wind Down Debtors, and their respective agents and representatives, on the other hand, shall be for all purposes deemed to be, and treated as, privileged communications, not subject to discovery, disclosure, or process seeking same, based upon their common interests, joint litigation privileges, and joint attorney-work product protections, of the Trustee and/or the members of the Liquidation Trust Oversight Board (in such capacities) and the Debtors or Wind Down Debtors with respect to all matters pertaining to the Plan, the Confirmation Order, or this Agreement.

IN WITNESS WHEREOF, the Parties have or are deemed to have executed this Agreement as of the day and year written above.

Bitcoin Depot Inc. and Affiliated Debtors

By: _____

Name: _____

Title: _____

[*]Thomas A. Pitta, not individually but solely in ~~its~~his capacity as Trustee under this Agreement

By: _____

Name: Thomas A. Pitta

Title: Trustee

~~*Draft – Subject to Ongoing Review*~~

Exhibit A

Terms of Compensation of Trustee

1. Basic Fee: $12,500 per month

2. Contingent Fee: 3.0% of any amounts recovered by the Trust through the prosecution of Estate Causes of Action. For the avoidance of doubt, no contingent fee shall be payable on account of cash transferred by the Debtors to the Trust.

Exhibit F

Identity of and Proposed Compensation for the Liquidation Trustee

Identity of the Liquidation Trustee

The Liquidation Trustee will be Thomas A. Pitta of Emmet, Marvin & Martin, LLP. Mr. Pitta is a partner in Emmet, Marvin & Martin, LLP's Banking and Finance Department and focuses his practice on the representation of indenture trustees, institutional lenders and other creditors in connection with chapter 11 cases, out-of-court restructurings and international insolvency proceedings. Mr. Pitta also has extensive experience in post-effective date case administration, including service as liquidating trustee, plan administrator, and as counsel for others serving in those roles.

Prior to joining Emmet, Marvin & Martin, LLP, Mr. Pitta practiced law with a large New York law firm and has extensive experience representing creditors, creditors' committees and debtors in connection with chapter 11 bankruptcies and out-of-court restructurings.

Compensation of the Liquidation Trustee

The terms of the compensation of the Liquidation Trustee are set forth below.

1. **Basic Fee**: $12,500 per month

2. **Contingent Fee**: 3.0% of any amounts recovered by the Trust through the prosecution of Estate Causes of Action. For the avoidance of doubt, no contingent fee shall be payable on account of cash transferred by the Debtors to the Trust.

Exhibit I

Term Loan Settlement Term Sheet

IN RE BITCOIN DEPOT, INC., *ET AL.*
TERM LOAN SETTLEMENT TERM SHEET

July 24, 2026

This non-binding settlement term sheet (this "***Term Sheet***") describes the material terms of a proposed settlement in the Bankruptcy Cases of Bitcoin Depot Inc. and its affiliated debtors-in-possession (the "***Debtors***"). Reference is made in this Term Sheet to the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 328] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[1]

This Term Sheet is provided in confidence in the nature of a settlement proposal in furtherance of settlement discussions and is not a commitment or agreement on the terms of any settlement. Accordingly, this Term Sheet is entitled to the protections of Rule 408 of the Federal Rules of Evidence and any other applicable statutes or doctrines protecting the use or disclosure of confidential information and information exchanged in the context of settlement discussions.

Settlement Terms	
Settlement Parties	The Debtors, the Committee, and the Term Loan Secured Parties (collectively, the "***Parties***").
Modifications to the Plan	The Debtors will modify and amend the Plan to implement the terms contained herein (the "***Amended Plan***"), which the Debtors will seek to have confirmed pursuant to sections 1123 and 1129 of the Bankruptcy Code and Bankruptcy Rule 9019 with the Committee's support (the "***Settlement***"). The Debtors will not be required to resolicit or re-notice the Amended Plan.
Payment of Term Loan Principal and Interest	Upon the expiration of the Non-Debtor Challenge Period without the commencement of a Challenge by a party in interest (other than the Debtors or the Committee), $14,018,139.60 (the "***Term Loan Principal and Interest***") will be indefeasibly distributed to the Term Loan Secured Parties from funds on deposit in the Adequate Protection Account as provided in the Fifth Interim Cash Collateral Order. Alternatively, if a Challenge is timely filed by a party in interest, on the Effective Date of the Plan the Term Loan Principal and Interest will be indefeasibly distributed to the Term Loan Secured Parties. All remaining funds in the Adequate Protection Account, including on account of the Exit Fee, shall be property of the Debtors' Estates and retained by the Debtors' Estates for use in accordance with the Plan.
Classification of Exit Fee	On the Effective Date of the Plan, the Exit Fee shall be allowed as a secured claim in the amount of $3,100,000 (the "***Term Loan Exit Fee Claim***").

[1] Capitalized terms used but not defined in this Term Sheet have the meanings ascribed to such terms in the Plan or the *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* [Docket No. 488] (the "***Fifth Interim Cash Collateral Order***"), as applicable.

Effective Date Treatment of Exit Fee	On the Effective Date of the Plan, the Debtors shall distribute to the Term Loan Lenders $500,000 on account of the Term Loan Exit Fee Claim.
Liquidation Trust Treatment of Exit Fee	The balance of the Term Loan Exit Fee Claim (e.g. $2,600,000) shall receive Liquidating Trust Interests with a liquidation preference as follows: cash payments from the Liquidation Trust based on the amount of litigation recoveries (net of legal and related litigation fees) by the Liquidation Trustee as follows: a. If the Liquidation Trust recovers less than $5,000,000 the Term Loan Secured Parties will receive, in cash, twenty percent of such recovery; b. If the Liquidation Trust recovers between $5,000,000 and $9,999,999.99 the Term Loan Secured Parties will receive, in cash, $1,000,000; c. If the Liquidation Trust recovers between $10,000,000 and $14,999,999.99 the Term Loan Secured Parties will receive, in cash, $1,200,000; d. If the Liquidation Trust recovers between $15,000,000 and $19,999,999.99 the Term Loan Secured Parties will receive, in cash, $1,400,000; e. If the Liquidation Trust recovers between $20,000,000 and $24,999,999.99 the Term Loan Secured Parties will receive, in cash, $1,650,000; f. If the Liquidation Trust recovers between $25,000,000 and $39,999,999.99 the Term Loan Secured Parties will receive, in cash, $2,000,000; and g. If the Liquidation Trust recovers $40,000,000 or more the Term Loan Secured Parties will receive, in cash, $2,600,000.
Waiver of Term Loan Secured Parties' Remaining Claims	The Term Loan Secured Parties agree to waive and release any Adequate Protection Claims, post-petition interest, or other claims against the Debtors, their Estates, or the Liquidation Trust not addressed in this Term Sheet.
Term Loan Secured Parties' Support of the Plan	The Term Loan Secured Parties agree to vote as Holders of Claims in Class 3 in favor of, and not object to, the Plan or opt-out of the Plan releases.
Appointment to the Liquidation Trust Oversight Board	The Term Loan Agent will be named to the Liquidating Trust Oversight Board.

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

Court File No: CL-26-00000234-0000

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD OF THE APPLICANT
(Plan Confirmation and Termination of CCAA Proceedings, returnable August 13, 2026)

VOLUME I OF II

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