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 II OF II

August 7, 2026

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Applicant

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Applicant

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TAB 3

This is Exhibit "G" 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:	§	**Case No. 26-90528 (CML)**
	§	
BITCOIN DEPOT INC., *et al*.,	§	**(Chapter 11)**
	§	
Debtors.[1]	§	**(Jointly Administered)**
	§	

DEBTORS' FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION

(as modified on July 30, 2026)

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Dated: July 30, 2026

[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.

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Important Disclaimers

This first amended combined disclosure statement and chapter 11 plan of liquidation (as may be further revised, amended, or modified from time to time in accordance with the terms hereof, this "***Combined Disclosure Statement and Plan***") describes certain statutory provisions, events in the Chapter 11 Cases, the proposed terms of, and certain documents related to the Combined Disclosure Statement and Plan that may be attached and are incorporated by reference. Although the Debtors believe that the information set forth herein is fair and accurate, the summaries set forth herein are qualified in their entirety by the specific provisions of the Bankruptcy Code and the underlying documents being summarized.

The information contained herein or attached hereto is made only as of the date of this Combined Disclosure Statement and Plan unless another time is specified. No representations or warranties are made as to the accuracy of the financial information contained herein or assumptions regarding the Debtors' business. Except where specifically noted, the financial information contained in this Combined Disclosure Statement and Plan and in the related exhibits has not been audited by a certified public accountant and has not been prepared in accordance with generally accepted accounting principles in the United States or any other jurisdiction.

This Combined Disclosure Statement and Plan has been prepared in accordance with sections 1123 and 1125 of the Bankruptcy Code and Bankruptcy Rule 3016. This Combined Disclosure Statement and Plan is not an offer to sell any securities and is not soliciting an offer to buy any securities. The information contained in this Combined Disclosure Statement and Plan is included for the purpose of soliciting acceptances of the Combined Disclosure Statement and Plan and may not be relied upon for any purpose other than determining how to vote on the Combined Disclosure Statement and Plan. The Debtors are proposing the Combined Disclosure Statement and Plan pursuant to sections 1125 and 1129 of the Bankruptcy Code. The Debtors are the proponents of the Combined Disclosure Statement and Plan within the meaning of section 1129 of the Bankruptcy Code and will ask the Bankruptcy Court to approve this Combined Disclosure Statement and Plan.

This Combined Disclosure Statement and Plan is being proposed on a separate, or debtor-by-debtor, basis for each Debtor for both voting and distribution purposes.

This Combined Disclosure Statement and Plan has not been approved or disapproved by the United States Securities and Exchange Commission (the "***SEC***"), any state securities commission or any securities exchange or association, nor has the SEC, any state securities commission or any securities exchange or association passed upon the accuracy or adequacy of the statements contained herein.

Nothing stated herein shall be deemed or construed as an admission of any fact or liability by any party or be admissible in any proceeding involving the Debtors or any other party or be deemed conclusive evidence of the tax or other legal effects of the Combined Disclosure Statement and Plan. Certain statements contained herein, by nature, are forward-looking and contain estimates and assumptions. **There can be no assurance that such statements, including estimated potential recoveries of claimants, will reflect actual outcomes.**

This Combined Disclosure Statement and Plan should not be construed as providing any business, financial, legal, or tax advice. Therefore, each Holder of a Claim or Interest should consult with its own business, financial, legal, and tax advisors as to any such matters concerning the Combined Disclosure Statement and Plan and the transactions contemplated hereby.

The Debtors and the Official Committee of Unsecured Creditors (the "Committee") support approval of the Combined Disclosure Statement and Plan and recommend all Holders of Claims entitled to vote on the Combined Disclosure Statement and Plan vote to accept the Combined Disclosure Statement and Plan.

However, prior to deciding whether or how to vote on this Combined Disclosure Statement and Plan, each Holder of a Claim that is entitled to vote should carefully review all of the information in this Combined Disclosure Statement and Plan, including the risk factors described in greater detail herein.

ARTICLE I
INTRODUCTION AND GENERAL OVERVIEW

A. Company Overview

As of the Petition Date, the Company[2] owned and operated the largest network of Bitcoin ATMs ("***BTMs***" or "***Kiosks***") across North America, which enabled customers to buy and sell Bitcoin using cash by providing one-way exchanges of cash-to-Bitcoin. The Company also offered related software products that support BTM operational capabilities and programs allowing customers to purchase Bitcoin through an in-person process and the Bitcoin Depot mobile app (the "***BD App***").

The Company traces its origins to Lux Vending, LLC ("***Lux***"), a Georgia limited liability company founded by Brandon Mintz and formed on June 7, 2016; Lux was solely owned by BT Assets, Inc. ("***BT Assets***"), which also served as Lux's sole manager. In July 2021, Lux obtained a controlling interest in BitAccess Inc. ("***BitAccess***"), a Canadian corporation, via a business combination. Lux and BT Assets later entered into a transaction agreement with GSR II Meteora Acquisition Corp., a Delaware special purpose acquisition company formed in October 2021, for the purpose of effectuating a merger. This de-SPAC transaction closed on June 30, 2023, resulting in the formation of Bitcoin Depot, with Bitcoin Depot Operating LLC surviving as an indirect wholly-owned subsidiary of Bitcoin Depot.

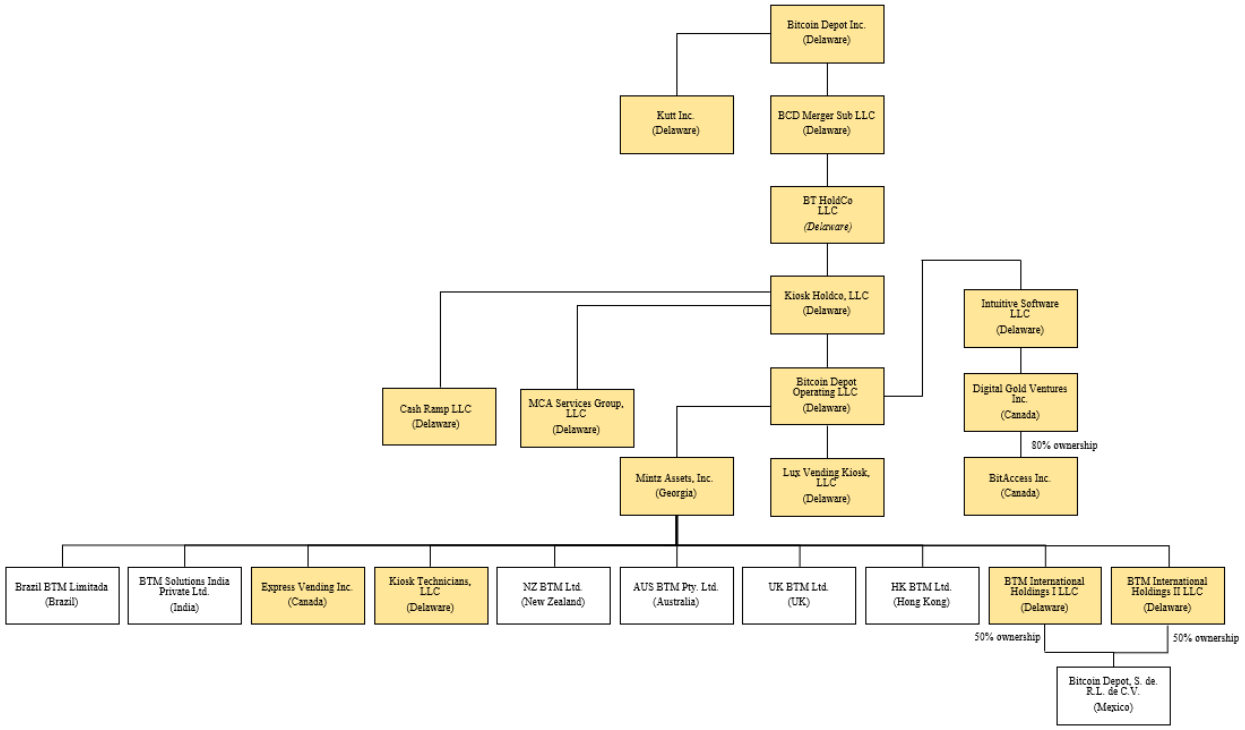
Following the de-SPAC transaction, the Company continued its efforts to develop and expand its businesses, with a particular focus on its network of Kiosks and overseas Bitcoin businesses. As of December 31, 2025, the Company operated approximately 9,700 owned and leased Kiosks across 48 U.S. states, 10 Canadian provinces, and 6 Australian states, generating $613.6 million in revenue for the year ended December 31, 2025, representing approximately 99.8% of the Company's total revenue. The Company also operated BDCheckout, a program launched in June 2022 allowing users to purchase Bitcoin at retail checkout counters through transactions initiated on the BD App, which was available at approximately 16,300 retail locations across North America as of December 31, 2025. In addition, the Company operated BitAccess, a leading BTM device and transaction processing system; Kutt, Inc. ("***Kutt***"), a peer-to-peer social betting platform acquired on February 27, 2026 for $4.5 million; and ReadyBucks, a business advance platform launched on March 10, 2026. Bitcoin Depot's subsidiaries are located in 9 countries including the United States, and, in connection with the Company's decision to commence these Chapter 11 Cases, the Company is winding down its foreign subsidiaries in parallel with its domestic operations to preserve value both domestically and abroad.

B. The Debtors' Corporate Structure

As of the Petition Date, the Company's organizational structure consisted of twenty-four Entities. Bitcoin Depot is the ultimate parent entity and is publicly owned. Brandon Mintz remains the controlling shareholder of Bitcoin Depot, with remaining shares owned by public shareholders. Bitcoin Depot directly or indirectly owns 23 subsidiaries, 17 of which, together with Bitcoin

[2] Capitalized terms not immediately defined in this Combined Disclosure Statement and Plan have the meanings ascribed to them in Art. XVI(A) hereto.

Depot, are Debtors in these Chapter 11 Cases, including the borrower and each entity that is a guarantor under the Term Loan Facility. The non-Debtor entities are all foreign entities which, with the exception of non-Debtor AUS BTM Pty. Ltd., have few or no creditors and de minimis assets and operations. Non-Debtor AUS BTM Pty. Ltd. owns approximately 140 Kiosks in Australia and is commencing a wind-down of its assets and operations through an Australian insolvency proceeding. All of the remaining non-Debtor entities have also begun or will imminently begin the process of liquidating and winding down their affairs in their respective jurisdictions. The Company's Canadian subsidiaries are Debtors in these Chapter 11 Cases and commenced insolvency recognition proceedings in Canada following the filing of these Chapter 11 Cases as described in more detail in Art.I.J. Below is a simplified organizational chart of the Company as of the Petition Date, with the Debtor entities highlighted in yellow.[3]



C. Governmental Regulatory Changes and Enforcement Actions

As discussed in more detail in Bitcoin Depot's Annual Report on Form 10-K filed on March 18, 2026 (the "***Annual Report***") [4] and the First Day Declaration, several state and local governments have introduced or have pending legislation regarding cryptocurrency, digital or virtual currency and cryptocurrency kiosks specifically. In addition to these new regulations, as described in detail in the Annual Report, various states, including Iowa and Massachusetts,

[3] Copies of all Filings in the Chapter 11 Cases can be obtained and viewed free of charge at the following website: https://restructuring.ra.kroll.com/bitcoindepot.

[4] Copies of the Annual Report can be obtained and viewed free of charge at the following website: https://ir.bitcoindepot.com/sec-filings/annual-reports.

initiated actions against the Company alleging, among other things, violations of state regulations regarding consumer protection, consumer safety, and consumer privacy.

D. Commencement of the Chapter 11 Cases

As explained more fully in the First Day Declaration, prior to the Petition Date, the Company faced significant legal, regulatory, and operational challenges, including lawsuits and investigations from eleven state agencies generally alleging that certain of the Company's operating platforms were being used by third parties to perpetuate fraud in violation of federal and state statutes and anti-money laundering regulations. The Company was also the subject of a voluntary information request by the Securities and Exchange Commission and an investigation by the Federal Trade Commission based on similar allegations. In addition, the Company faced various private civil actions, including an arbitration award in favor of Cash Cloud, Inc. against BitAccess in the approximate amount of $18.5 million.

In October 2025, the Company announced implementation of a Know Your Customer ("***KYC***") verification process that required customers to provide identification before transacting for any amount of money at a Kiosk. Following implementation of the KYC verification procedures, the Company's revenues declined significantly in the fourth quarter of 2025 and the first quarter of 2026, including a revenue decrease of $80.7 million, or 49.2%, for the first quarter of 2026 as compared to the first quarter of 2025, primarily due to a decrease in transaction volume driven by a combination of regulatory impacts and enhanced compliance controls. In November 2025, the Company announced a strategic leadership transition effective January 1, 2026, with Brandon Mintz resigning as CEO and taking on the role of Executive Chairman, Scott Buchanan succeeding Mr. Mintz as CEO, and Elizabeth Simer succeeding Mr. Buchanan as COO. On February 13, 2026, Christopher Ryan resigned as Chief Legal Officer and Corporate Secretary and Philip Brown resigned as Chief Compliance Officer, both citing concerns about the Company's compliance practices; in March 2026, Scott Buchanan resigned as CEO, Elizabeth Simer resigned as COO, and Brandon Mintz stepped down as Executive Chairman but remains a member of the Board. In March 2026, the Board appointed Alex Holmes as CEO and Chairman of the Board, and shortly thereafter Christopher Ryan rejoined Bitcoin Depot as General Counsel and Corporate Secretary. In April 2026, the Company retained Portage Point as financial advisor and, effective April 24, 2026, retained V&E as restructuring counsel to evaluate strategic alternatives. On May 13, 2026, the Board appointed Ivona Smith as an independent director, and on May 14, 2026, the Board appointed Thomas Studebaker as the Company's Chief Restructuring Officer and approved the formation of the Restructuring Committee. Ultimately, the new management team's assessment of the business caused the Company to determine to take the Company's BTMs offline and otherwise pause the majority of its operations to focus on asset monetization through a chapter 11 process for the benefit of all stakeholders.

E. Summary of Capital Structure as of the Petition Date

The Debtors entered these Chapter 11 Cases with approximately $15,713,027 in principal amount of funded debt liabilities as summarized directly below:

Debt Facilities[5]	Approximate Total Principal Amount Outstanding as of the Petition Date	Maturity
Term Loan Facility	$13,338,000	December 2027
Equipment Financing Agreements	$2,375,027	2026 - 2027
Total Funded Debt	***$15,713,027***	

1. Term Loan Facility

Kiosk HoldCo LLC, a wholly-owned indirect subsidiary of Bitcoin Depot, is the borrower under the Term Loan Agreement. The Term Loan Agreement provides for a term loan credit facility in the initial aggregate principal amount of $36,450,000. In connection with Amendment No. 2, the borrower was required to make a prepayment of $7,000,000, applied to reduce the aggregate principal amount outstanding under the Term Loan Facility. The obligations under the Term Loan Facility are purported to be secured by a first-priority lien on substantially all of the assets of Debtors Kiosk HoldCo LLC, HoldCo, Bitcoin Depot Operating, Intuitive Software LLC, Digital Gold Ventures Inc., BitAccess Inc., Mintz Assets, Inc., Express Vending Inc., and Kiosk Technicians, LLC.

The Term Loan Facility bears interest at a rate of 17.00% per annum and is scheduled to mature on December 15, 2027. As of the Petition Date, the Debtors prepetition secured lender asserted that the Debtors owed approximately $13,338,000 in principal, $198,784 in accrued but unpaid interest, and a $3,100,000 exit fee (the "***Exit Fee***") under the Term Loan Facility.

2. Equipment Financing Agreements

In 2023 and 2024, Debtor Bitcoin Depot Operating LLC, as successor to Lux Vending, LLC, became party to approximately ten equipment lease agreements with NFS Leasing, Inc. and five collateralized term loan agreements with VFS LLC to facilitate the lease or purchase of certain kiosks, each as described in more detail below.

Pursuant to that certain Master Equipment Lease, dated as of November 22, 2021, by and between NFS Leasing, Inc. ("***NFS***" and together with VFS and the Term Loan Secured Parties, the "***Prepetition Secured Parties***") and Lux Vending, LLC (n/k/a Bitcoin Depot Operating) (as amended or otherwise modified prior to the Petition Date, the "***NFS Financing Agreement***," and collectively with any other agreements and documents executed or delivered in connection therewith, each as may be amended or otherwise modified prior to the Petition Date, the "***NFS Financing Documents***"), NFS extended loans and other financial accommodations to Lux Vending, LLC (n/k/a Bitcoin Depot Operating), as customer, pursuant to the NFS Financing

[5] More information on each of these debt facilities is set forth in the First Day Declaration.

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

Pursuant to that certain Master Equipment Finance Agreement, dated as of June 29, 2021, by and between VFS LLC ("***VFS***") and Lux Vending, LLC (n/k/a Bitcoin Depot Operating) (as amended or otherwise modified prior to the Petition Date, the "***VFS Financing Agreement***," and collectively with any other agreements and documents executed or delivered in connection therewith, each as may be amended or otherwise modified prior to the Petition Date, the "***VFS Financing Documents***" and together with the NFS Financing Documents, the "***Equipment Financing Agreements***"), VFS extended loans and other financial accommodations to Lux Vending, LLC (n/k/a Bitcoin Depot Operating), as customer, pursuant to the VFS Financing Documents. As more fully set forth in the VFS Financing Documents, prior to the Petition Date, VFS asserts a security interest in, and lien on all Collateral (as defined in the VFS Financing Documents) and all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising (the "***VFS Collateral***" and together with the NFS Collateral, the "***Equipment Financing Agreement Collateral***"). In addition, in connection with the VFS Financing Agreement, on December 12, 2023, Bitcoin Depot entered into a corporate guaranty with VFS.

As of the Petition Date, the Debtors' aggregate principal amount of the funded debt obligations on account of the Equipment Financing Agreements totaled approximately $2,375,027 consisting of approximately $963,921 under the NFS Equipment Agreements and approximately $1,411,106 under the VFS Equipment Agreements.

F. Negotiation of the Use of Cash Collateral

Prior to and immediately following the Petition Date, the Debtors and certain of their Advisors engaged in extensive arm's-length, good-faith negotiations with the Term Loan Secured Parties to negotiate the use of Cash Collateral. The Bankruptcy Court authorized the use of Cash Collateral pursuant to the Cash Collateral Orders. The access to Cash Collateral enabled the Debtors to, among other things, honor employee benefits and wages, procure goods and services, and fund general and corporate business needs, and the administration of these Chapter 11 Cases.

Pursuant to the Interim Cash Collateral Orders, on May 21, 2026, the Debtors deposited $17,220,000 into the Adequate Protection Account which funds shall be maintained in such account and not utilized by the Debtors or any other party except by further order of the Court.

On July 24, 2026, the Bankruptcy Court entered the Final Cash Collateral Order which authorized the Debtors' use of Cash Collateral through the Effective Date. Further, the Term Loan Settlement Term Sheet was attached to the Final Cash Collateral Order as **Exhibit 1**. Pursuant to the Final Cash Collateral Order if there is not a Challenge commenced by a party in interest (other than the Debtors and the Committee) prior to the expiration of the Non-Debtor Challenge Period (as defined in the Final Cash Collateral Order), the Debtors will distribute $14,018,139.60 to the Term Loan Secured Parties in partial satisfaction of the Term Loan Claims.

G. Independent Investigation

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***"). The Investigation Subcommittee is 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 has 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 does 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, and has leveraged that material to conduct numerous witness interviews, which activities remain ongoing. Debevoise also engaged in 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.

On July 7, 2026, the Investigation Subcommittee filed the *Notice of Filing of Identity of the Released Parties* identifying the Released Parties and the Non-Released Parties which are incorporated herein. Interested parties will be able to obtain and view such filing free of charge at the following website: https://restructuring.ra.kroll.com/bitcoindepot.

H. Committee Investigation

The Combined Disclosure Statement and Plan provides that holders of allowed General Unsecured Claims will receive Series B Liquidation Trust Interests. In order to help maximize the value of the Series B Liquidation Trust Interests, the Committee conducted its own investigation into estate claims or causes of action and whether or not certain parties should be released (the "***Committee Investigation***"). The Committee Investigation helped identify valuable causes of action for the Liquidation Trustee and helped ensure that the Debtors would take a narrow

approach to releases under the Combined Disclosure Statement and Plan. The Committee worked closely with the Investigation Subcommittee and its advisors and believes the Investigation Subcommittee's recommendations with respect to which parties will be Released Parties and Non-Released Parties, as applicable, are appropriate and preserve valuable causes of action for the Liquidation Trust.

I. Released Parties and Plan Supplement

Upon the conclusion of the Investigation, the Investigation Subcommittee made final recommendations regarding the Persons and Entities to be included as Released Parties, if any, pursuant to the Combined Disclosure Statement and Plan. The Investigation Subcommittee's final recommendations and a summary of its conclusions, along with the identities of the Persons and Entities that will be deemed Released Parties, were included in the Plan Supplement. For the avoidance of doubt, those Persons and Entities not expressly determined by the Investigation Subcommittee to be Released Parties shall be Non-Released Parties.

"Released Parties" 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 and its members solely in their 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. For the avoidance of doubt, no Non-Released Party shall be a "Released Party" under the Combined Disclosure Statement and Plan and the Non-Released Parties shall not receive a release under the Combined Disclosure Statement and Plan.

J. The Debtors' Operational First-Day Motions and Certain Related Relief

In addition to the Cash Collateral Motion, to minimize disruption to the Debtors' operations and monetization efforts, upon the commencement of these Chapter 11 Cases, the Debtors filed various motions seeking authority to, among other things: (a) continue using the Debtors' existing cash management system; (b) pay certain prepetition Claims owed to employees and on account of employee benefit programs and to continue offering employee benefit programs postpetition; and (c) pay certain vendor Claims in the ordinary course of business. On May 19, 2026, the Bankruptcy Court granted the relief sought by the Debtors. Subsequently, on June 9, 2026, the Bankruptcy Court granted such relief, and other relief, on a final basis.

K. Canadian Recognition Proceeding

On May 22, 2026, Bitcoin Depot, in its capacity as foreign representative, commenced an ancillary proceeding in Canada (the "***Canadian Proceedings***") on behalf of the Debtors' estates, including the estates of Debtors' Digital Gold Ventures Inc., BitAccess Inc., and Express Vending

Inc. (collectively, the "***Canadian Debtors***"), under the Companies' Creditors Arrangement Act (the "***CCAA***") in the Ontario Superior Court of Justice (Commercial List) (the "***Canadian Court***") in order to, among other things, protect the Debtors' assets in Canada. Alvarez & Marsal Canada Inc. was appointed by the Canadian Court as the information officer in the Canadian Proceedings (the "***Information Officer***"). On June 11, 2026, the Canadian Court granted the Canadian Debtors' requests to recognize and give effect in Canada to subsequent orders entered by the U.S. Court, including the Bidding Procedures Order and the Rejection Procedures Order.

L. Appointment of the Committee

On May 28, 2026, the U.S. Trustee appointed the Committee [Docket No. 101]. The six members of the Committee are: Cash Cloud, Inc., WPS Kiosk Partners LLC, Loomis Armored US, LLC, OptConnect, Inc., Legacy Vending Fund I, LLC, and Bibbeo. The Committee has proposed to retain Willkie Farr & Gallagher LLP as legal counsel and Berkeley Research Group, LLC as its financial advisor.

M. Rejection Procedures Order

On June 9, 2026, the Bankruptcy Court entered an order (the "***Rejection Procedures Order***") approving certain procedures for the rejection of the Debtors' executory contracts and unexpired leases and the abandonment of personal property in connection therewith (as applicable) (the "***Rejection Procedures***"). On June 10, 2026, the Debtors filed six Omnibus Rejection Notices, each accompanied by a schedule listing the contracts and/or personal property (if any) the Debtors propose to reject and/or abandon and the effective date of such rejection or abandonment. The Debtors are continuing to evaluate the potential rejection of additional executory contracts and unexpired leases and the abandonment of additional personal property in the Debtors' business judgment.

N. Postpetition Sales Process and Bidding Procedures Order

The Debtors are conducting a sale process led by Hilco for the sale of substantially all of their Assets. On June 10, 2026, the Bankruptcy Court entered the Bidding Procedures Order, which approved the Bidding Procedures, the form and manner of notice of the sale, any Auction, the Sale Hearing, and the Assumption and Assignment Procedures, and authorized the Debtors to implement and modify the Bidding Procedures, subject to the Bidding Procedures Order. The Bidding Procedures Order also provides that the Debtors will not sell state money-transmitter licenses or Bitcoin ATM customer information without further Court order, except for certain Kutt or ReadyBucks customer information to the extent permitted by applicable law and the Debtors' privacy policies. The key dates and deadlines established by the Bidding Procedures Order are set forth below:[6]

[6] To the extent such terms are not otherwise defined herein, capitalized terms are used as defined in the Bidding Procedures Order.

Date and Time	Event or Deadline
10 days after service of the Assumption and Assignment Notice	**Assumption and Assignment Objection Deadline.** Deadline by which parties must file any Assumption and Assignment Objection.
June 22, 2026 at 5:00 p.m. (prevailing Central Time)	**Bid Deadline**.
June 23, 2026 at 9:00 a.m. (prevailing Central Time)	**Auction (if any)**. The Auction will be held either (a) at the offices of Vinson & Elkins, LLP, 1114 Avenue of the Americas, 32nd Floor New York, New York 10036, (b) virtually, or (c) at such later date and time or other location, as selected by the Debtors in accordance with the Bidding Procedures.
June 24, 2026 at 5:00 p.m. (prevailing Central Time)	**Notice of Winning Bidder(s)**. The date by which the Debtors will file with the Court the notice identifying the Winning Bidder(s).
June 29, 2026 at 5:00 p.m. (prevailing Central Time)	**Sale Objection Deadline.** Deadline by which parties must file any Sale Objection.
July 2, 2026 at 9:00 a.m. (prevailing Central Time)	**Sale Hearing**.[7]

On the Bid Deadline, the Debtors received several bids for Assets. Pursuant to the Bidding Procedures, and in consultation with the Consultation Parties, the Debtors filed the Notice of Adjournment of Auction to allow more time to evaluate the bids submitted. Subsequently, the Debtors conducted the Auction and designated Winning Bidders for certain of its Assets, and on July 8, 2026 and July 10, 2026 the Bankruptcy Court entered the four sale Orders approving sales of certain of the Debtors Assets. Following the entry of such Orders the Debtors continued to market their remaining Assets, evaluate further Bids, and sought approval of additional Orders approving such sales. On July 24, 2026, the Bankruptcy Court entered an additional six sale Orders approving the sale of various other of the Debtors' Assets.

[7] If applicable, Bitcoin Depot Inc., in its capacity as foreign representative, shall also seek an Order of the Canadian Court (the "***Canadian Sale Order***"), among other things, (a) recognizing and enforcing the Sale Order in Canada, and (b) approving the sale of the Assets of the Canadian Debtors and of the other Debtors in Canada (collectively, the "***Canadian Assets***") to the applicable Winning Bidder or Winning Bidders in accordance with the applicable binding purchase agreement(s).

O. Treatment and Estimated Recoveries of Claims and Interests under the Combined Disclosure Statement and Plan

The Debtors expect to be able to pay all Allowed Administrative Claims and Priority Claims in full from Cash on hand and the proceeds of any 363 Asset Sale.

The following table summarizes: (a) the treatment of Claims and Interests under the Combined Disclosure Statement and Plan; (b) which Classes are Impaired by the Combined Disclosure Statement and Plan; (c) which Classes are entitled to vote on the Combined Disclosure Statement and Plan; and (d) the estimated recoveries for Holders of Claims and Interests. The following table is qualified in its entirety by reference to the full text of the Combined Disclosure Statement and Plan.

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	$17,118,140[8]	Cash and Series A Liquidation Trust Interests	Greater than 0%
4	Equipment Financing Agreement Claims	$2,375,027	Cash and Series B Liquidation Trust Interests	Greater than 0%
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

P. Releases and Exculpation

As more fully detailed in Article IX hereof, the Combined Disclosure Statement and Plan contains Debtor Releases, releases of the Released Parties by the Releasing Parties, and an exculpation of the Exculpated Parties. Please carefully review the release and exculpation provisions.

[8] Pursuant to the Final Cash Collateral Order, on the Effective Date the Term Loan Claims are projected to be approximately $3,098,000 unless a party in interest (other than the 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.

ARTICLE II
CONFIRMATION AND VOTING PROCEDURES

A. Confirmation Procedure

1. Confirmation Hearing

On June 24, 2026, the Bankruptcy Court entered the Conditional Approval and Procedures Order conditionally approving the Combined Disclosure Statement and Plan, for solicitation purposes only and authorizing the Debtors to solicit acceptances of the Combined Disclosure Statement and Plan. The Confirmation Hearing has been scheduled for August 10, 2026 in Courtroom 402, Floor 4, 515 Rusk Avenue, Houston, Texas 77002 to consider, among other things, (a) final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code, and (b) confirmation of the Combined Disclosure Statement and Plan pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Debtors without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by Filing a notice with the Bankruptcy Court. Parties wishing to participate in the Confirmation Hearing may do so in person or remotely through video or audio access as provided on the Bankruptcy Court's website.

2. Procedure for Objections

Any objection to final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and/or Confirmation of the Combined Disclosure Statement and Plan must be made in writing and Filed with the Bankruptcy Court and served on (a) proposed counsel to the Debtors, Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman, and 1114 Avenue of the Americas, 32nd Floor New York, New York 10036, Attn: David S. Meyer and Jessica C. Peet; (b) counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra (c) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; (d) proposed counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: James H. Burbage and Emma Karim; and (e) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002, in each case, by no later than **July 30, 2026 at 5:00 p.m. (CT)**. **Unless an objection is timely Filed and served, it may not be considered by the Bankruptcy Court at the Confirmation Hearing.**

3. Eligibility to Vote on the Combined Disclosure Statement and Plan

Unless otherwise ordered by the Bankruptcy Court, only Holders of Claims in Classes 3, 4, and 5 may vote on the Combined Disclosure Statement and Plan. Further, subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, to vote on the Combined Disclosure Statement and Plan, you must hold a Claim in Class 3, 4, or 5.

4. Solicitation Notice

All Holders of Claims in Classes 3, 4, and 5 will receive (a) notice of the Confirmation Hearing on the Combined Disclosure Statement and Plan (the "***Confirmation Hearing Notice***") 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 Confirmation 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.

The Debtors are soliciting votes from Holders of Claims or Interests in Classes 3, 4, and 5. The votes are being solicited on a Debtor by Debtor basis. All other Classes of Claims and Interests are not being solicited (collectively, the "*Non-Voting Classes*"). Holders of Claims and Interests in the Non-Voting Classes will receive the Notice of Non-Voting Status that allows such Holders to opt out of the releases provided and disclosed in this Combined Disclosure Statement and Plan. In addition, subject to approval by the Bankruptcy Court, the Debtors proposed not to distribute Solicitation Packages, other solicitation materials, or a Non-Voting Status Notice and Opt-Out Form to: (a) any party to whom the notice of the Disclosure Statement Motion was sent but was subsequently returned as undeliverable without a forwarding address; and (b) the Holders of Class 6 Intercompany Claims, Class 7 Subordinated Claims, Class 8 Intercompany Interests, and Class 9 Equity Interests.

The deadline for Holders of Claims and Interests in the Non-Voting Classes to submit their Opt-Out Forms is July 30, 2026 at 5:00 p.m. (prevailing Central Time) (the "*Opt-Out Deadline*").

5. Procedure/Voting Deadlines for Classes 3, 4, and 5

In order for your ballot to count, you must either (1) complete an electronic ballot at https://restructuring.ra.kroll.com/bitcoindepot by clicking "EBallot" under the case action section of the website and following the instructions for ballot submission, or (2) complete, date, sign and properly mail, courier, or personally deliver a paper ballot to the Claims and Noticing Agent at the following applicable addresses: (a) if by first-class mail, Bitcoin Depot Inc. Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232 or (b) if by hand delivery or overnight mail, Bitcoin Depot Inc. Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232. BALLOTS SENT BY FACSIMILE TRANSMISSION OR E-MAIL ARE NOT ALLOWED AND WILL NOT BE COUNTED.

Ballots must be submitted electronically, or the Claims and Noticing Agent must physically receive original ballots by mail or overnight delivery, on or before **July 30, 2026 at 5:00 p.m. (CT)** (unless such time is extended by the Debtors) (the "***Voting Deadline***"). Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, you may not change your vote once a ballot is submitted electronically, or the Claims and Noticing Agent

receives your original paper ballot. Notwithstanding anything to the contrary in the Conditional Approval and Procedures Order and for the avoidance of doubt, the inclusion of an asserted Claim amount by the Debtors on any ballot submitted by a Holder in accordance with the solicitation procedures is (i) for voting purposes only, and (ii) shall in no circumstances be treated as an admission of the amount or allowance of such Claim.

Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, any ballot that is timely and properly submitted electronically or received physically will be counted and will be deemed to be cast as an acceptance, rejection, or abstention, as the case may be, of the Combined Disclosure Statement and Plan.

6. Acceptance of the Combined Disclosure Statement and Plan

Your acceptance of the Combined Disclosure Statement and Plan is important. In order for the Combined Disclosure Statement and Plan to be accepted by an Impaired Class of Claims, a majority in number (*i.e.*, more than half) and at least two-thirds in dollar amount of the Claims voting (of each impaired Class of Claims) must vote to accept the Combined Disclosure Statement and Plan. At least one impaired Class of Creditors, excluding the votes of insiders, must actually vote to accept the Combined Disclosure Statement and Plan. The Debtors and the Committee recommend that you vote to accept the Combined Disclosure Statement and Plan. **YOU ARE URGED TO COMPLETE, DATE, SIGN AND PROMPTLY SUBMIT YOUR BALLOT. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND LEGIBLY IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE CREDITOR.**

7. Elimination of Vacant Classes

Any Class of Claims or Interests that does not contain, as of the date of commencement of the Confirmation Hearing, a Holder of an Allowed Claim or Interest, or a Holder of a Claim temporarily allowed under Bankruptcy Rule 3018, shall be deemed deleted from the Combined Disclosure Statement and Plan for all purposes, including for purposes of determining acceptance of the Combined Disclosure Statement and Plan by such Class under section 1129(a)(8) of the Bankruptcy Code.

B. Statutory Requirements for Confirmation

The Bankruptcy Court will confirm the Combined Disclosure Statement and Plan only if it meets all of the applicable requirements of section 1129 of the Bankruptcy Code. Among other requirements, because certain Impaired Classes are deemed to reject the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan must not "discriminate unfairly" against and be "fair and equitable" with respect to such Classes and must be feasible. The Bankruptcy Court must also find, among other things, that:

a. the Combined Disclosure Statement and Plan has classified Claims and Interests in a permissible manner;

b. the Combined Disclosure Statement and Plan complies with the technical requirements of chapter 11 of the Bankruptcy Code; and

c. the Combined Disclosure Statement and Plan has been proposed in good faith.

1. Classification of Claims and Interests

Section 1122 of the Bankruptcy Code requires the Combined Disclosure Statement and Plan to place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests in such class. The Debtors believe that the Combined Disclosure Statement and Plan's classifications place substantially similar Claims or Interests in the same Classes, and, thus, meet the requirements of section 1122 of the Bankruptcy Code.

2. Impaired Claims or Interests

Pursuant to section 1126 of the Bankruptcy Code, only the Holders of Claims in Classes Impaired by the Combined Disclosure Statement and Plan and that may potentially receive a payment or distribution under the Combined Disclosure Statement and Plan may vote on the Combined Disclosure Statement and Plan. Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims or Interests may be Impaired if the Combined Disclosure Statement and Plan alters the legal, equitable or contractual rights of the Holders of such Claims or Interests treated in such Class. The Holders of Claims in Classes not Impaired by the Combined Disclosure Statement and Plan are deemed to accept the Combined Disclosure Statement and Plan and do not have the right to vote on the Combined Disclosure Statement and Plan. The Holders of Claims or Interests in any Class which will not receive any payment or distribution or retain any property pursuant to the Combined Disclosure Statement and Plan are deemed to reject the Combined Disclosure Statement and Plan and do not have the right to vote. Finally, the Holders of Claims or Interests whose Claims or Interests are not classified under the Combined Disclosure Statement and Plan are not entitled to vote on the Combined Disclosure Statement and Plan.

3. Best Interests Test and Liquidation Analysis

Section 1129(a)(7) of the Bankruptcy Code requires that each Holder of an Impaired Claim or Interest either (a) accept the Combined Disclosure Statement and Plan, or (b) receive or retain under the Combined Disclosure Statement and Plan property of a value, as of the Effective Date, that is not less than the value such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. A hypothetical chapter 7 liquidation analysis (the "***Liquidation Analysis***") will be included in the Plan Supplement.

To calculate the probable distribution to Holders of each Impaired Class of Claims and Interests if the Debtors were liquidated under chapter 7, the Bankruptcy Court must first determine the aggregate dollar amount that would be generated from the Assets if the Chapter 11 Cases were converted to chapter 7 cases under the Bankruptcy Code. Because the Combined Disclosure Statement and Plan is a liquidating plan, the "liquidation value" in the Liquidation Analysis for purposes of the "best interests" test is substantially similar to the estimates of the results of the chapter 11 liquidation contemplated by the Combined Disclosure Statement and Plan. The Debtors believe, however, that in a chapter 7 liquidation, there would be additional costs, expenses and delays that would be incurred as a result of the appointment of one or more chapter 7 trustees who likely would hire a new and different set of professional advisors to evaluate the situation before

making any distributions to creditors in accordance with the priorities established under chapter 7 of the Bankruptcy Code.

Costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of counsel and other professionals retained by a chapter 7 trustee, all unpaid expenses incurred by the Debtors in these Chapter 11 Cases (such as compensation of attorneys, financial advisors and accountants that are allowed in the chapter 7 cases), litigation costs, and Claims arising from the operations of the Debtors during the pendency of the Chapter 11 Cases. Moreover, a chapter 7 trustee would be entitled to statutory fees relating to the distribution of the Debtors' Assets. Accordingly, a portion of the Cash currently estimated to be available for distribution to Liquidation Trust Beneficiaries would instead be paid to a chapter 7 trustee and her/his advisors.

The Debtors believe that anticipated recoveries to each Class of Impaired Claims under the Combined Disclosure Statement and Plan will provide Holders of Claims in each Class with a recovery greater than or equal to the recovery available in a chapter 7 liquidation. Accordingly, the Debtors believe that the "best interests" test of section 1129 of the Bankruptcy Code is satisfied.

4. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors (unless such liquidation or reorganization is proposed in the Combined Disclosure Statement and Plan).

As noted, the Debtors have undertaken a Sales Process pursuant to the Bid Procedures Order in an effort to monetize Assets. The Debtors anticipate that any proceeds received from the Sales Process together with Cash on hand and any other funds to be generated from the Wind Down contemplated by the Combined Disclosure Statement and Plan should be sufficient to meet the obligations hereunder without the need for further financial reorganization. Accordingly, the Debtors submit that the Combined Disclosure Statement and Plan should satisfy the requirements of section 1129(a)(11) of the Bankruptcy Code.

In light of these factors, the Debtors do not anticipate filing a valuation analysis. *See* 11 U.S.C. § 1125(b) ("The court may approve a disclosure statement without a valuation of the debtor or an appraisal of the debtor's assets."); *In re Steward Health Care Sys., LLC*, Case No. 24-90213 (CML) (Bankr. S.D. Tex. July 25, 2025) [Docket No. 5774] (approving disclosure statement without a valuation analysis where plan was a liquidating plan); *In re Sunnova Energy International, Inc.*, Case No. 25-90160 (ARP) (Bankr. S.D. Tex. Nov. 10, 2025) [Docket No. 1205] (same).

ARTICLE III
TREATMENT OF ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Claims, Adequate Protection Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article IV hereof.

A. Administrative Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Liquidation Trustee, as applicable, each Holder of an Allowed Administrative Claim (other than Professional Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash from the Claims Reserve equal to the unpaid amount of such Allowed Administrative Claim in accordance with the following: (a) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Liquidation Trustee, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

B. Statutory Fees

All Statutory Fees that become due and payable prior to the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the Liquidation Trustee shall pay any and all Statutory Fees when due and payable. The Liquidation Trustee shall file all monthly operating reports due prior to the Effective Date when they become due. After the Effective Date, the Liquidation Trustee shall file with the Bankruptcy Court quarterly, Post-Confirmation Reports when they become due. Each and every one of the Debtors shall be and shall remain obligated to pay Statutory Fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. The U.S. Trustee shall not be required to file any Administrative Claim in the cases and shall not be treated as providing any release under the Combined Disclosure Statement and Plan.

C. Administrative Claims Bar Date

Except as otherwise provided herein, requests for payment of Administrative Claims arising on or after the Petition Date but prior to the Effective Date (other than Professional Claims) must be Filed and served on the Liquidation Trustee pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 30 days after the Effective Date.

Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by the applicable date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Liquidation Trustee, the Liquidation Trust, the Estates, or their respective properties. Objections to such requests, if any, must be Filed and served on the Liquidation Trustee and the requesting party no later than 60 days after the Effective Date.

D. Professional Claims

1. Final Fee Applications and Payment of Professional Claims

All requests for payment of Professional Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than 45 days after the Effective Date; *provided* that, the Debtors or the Liquidation Trustee may pay Professionals or other Entities in the ordinary course of business for services rendered after the Effective Date; *provided*, *further*, that the Debtors or the Liquidation Trustee shall pay the retained Professionals for fees and expenses incurred after the Effective Date in connection with the preparation of final fee applications in the ordinary course without the need for approval of the Bankruptcy Court. Objections to any Professional Claim, if any, must be Filed and served on the Debtors or the Liquidation Trustee and the applicable Professional no later than 21 days after such Professional Claim is filed with the Bankruptcy Court. The Bankruptcy Court shall determine the Allowed amounts of such Professional Claims after notice and opportunity for a hearing in accordance with the Interim Compensation Order. The Debtors or Liquidation Trustee, as applicable, shall pay Professional Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account, which will be held in trust for the Professionals and funded with Cash equal to the Professional Claim Reserve Amount on the Effective Date.

2. Professional Fee Escrow Account

On the Effective Date, the Debtors shall fund the Professional Fee Escrow Account with Cash equal to the Professional Claim Reserve Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the benefit of the Professionals. Such funds shall not be considered property of the Debtors' Estates or of the Liquidation Trust. The amount of Allowed Professional Claims shall be paid in Cash to the Professionals by the Liquidation Trustee from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Claims are Allowed. When such Allowed Professional Claims have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be irrevocably transferred to the Liquidation Trust without any further action or order of the Bankruptcy Court.

3. Professional Claim Reserve Amount

Professionals shall reasonably estimate their unpaid Professional Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, as well as the estimated fees and expenses to be incurred in connection with preparing and filing any final fee applications, and shall deliver such estimate to the Debtors no later than five days before the Effective Date; *provided*, *however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of each Professional's final request for payment in the Chapter 11 Cases. If a Professional does not provide an estimate, the Debtors or the Liquidation Trustee may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Effective Date Professional Fees and Expenses

Except as otherwise specifically provided in this Combined Disclosure Statement and Plan, from and after the Effective Date, subject only to the terms of the Combined Disclosure Statement

and Plan and the Liquidation Trust Agreement, the Liquidation Trustee may employ and pay any professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action, order or approval of the Bankruptcy Court. Any such funding for Liquidation Trust Expenses shall be paid from the Liquidation Trust Assets.

E. Adequate Protection Claims

On the Effective Date, any Adequate Protection Claims shall be deemed to be waived and released.

F. Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim shall receive, at the option of the Debtors or the Liquidation Trustee, payment in full in Cash from the Claims Reserve on the Effective Date, or treatment otherwise consistent with section 1129(a)(9) of the Bankruptcy Code, unless the Holder of such Claim and the applicable Debtor or the Liquidation Trustee, as applicable, agree to a less favorable different treatment.

Notwithstanding the foregoing, a Holder of an Allowed Priority Tax Claim will not be entitled to receive any payment on account of any penalty arising with respect to or in connection with the Allowed Priority Tax Claim. Any such Claims or demands for any such penalty shall be classified as General Unsecured Claims and shall be treated in accordance with Article IV of the Combined Disclosure Statement and Plan, if not subordinated to General Unsecured Claims pursuant to an order of the Bankruptcy Court. The Holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Debtors, the Liquidation Trustee, the Liquidation Trust or their respective property (other than as a Holder of a General Unsecured Claim and treated in accordance with Article IV of the Combined Disclosure Statement and Plan).

ARTICLE IV
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

Except for the Claims addressed in Article III hereof, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest fits within the description of that Class and is classified in other Class(es) to the extent that any portion of the Claim or Interest fits within the description of such other Class(es). A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Combined Disclosure Statement and Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. Holders of Allowed Claims against more than one Debtor shall be treated as having a single Allowed Claim solely for purposes of any distribution.

The classification of Claims and Interests against the Debtors pursuant to the Combined Disclosure Statement and Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
1	Senior Priority Lien Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	Term Loan Claims	Impaired	Entitled to Vote
4	Equipment Financing Agreement Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Impaired	Entitled to Vote
6	Intercompany Claims	Unimpaired/Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
7	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
8	Intercompany Interests	Unimpaired/Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
9	Equity Interests	Impaired	Not Entitled to Vote (Presumed to Reject)

B. Treatment of Claims and Interests

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Combined Disclosure Statement and Plan the treatment described below, and such Claims and Interests shall, for the avoidance of doubt, be subject to the injunction contained in Article IX.E. of this Combined Disclosure Statement and Plan, except to the extent different treatment is agreed to by the Debtors or the Liquidation Trustee, as applicable, on the one hand, and the Holder of such Allowed Claim or Allowed Interest, on the other hand. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or Disputed, and for which no Proof of Claim is or has been timely Filed, is considered Disallowed and shall be expunged without further action by the Debtors or the Liquidation Trustee, as applicable, and without further notice to any party or action, approval, or order of the Bankruptcy Court.

1. Class 1 – Senior Priority Lien Claims

   a. *Classification:* Class 1 consists of all Senior Priority Lien Claims.

   b. *Treatment:* To the extent there are any Allowed Senior Priority Lien Claims, unless the Holder of such Claim and the applicable Debtor or the Liquidation Trustee, as applicable, agree to a different treatment, on the Effective Date, or as soon as practicable thereafter, each Holder of an

Allowed Senior Priority Lien Claim (if any) shall receive, at the option of the applicable Debtor or the Liquidation Trustee:

(i) payment in full in Cash from the Claims Reserve of its Allowed Senior Priority Lien Claim;

(ii) the collateral securing its Allowed Senior Priority Lien Claim; or

(iii) such other treatment that renders its Allowed Senior Priority Lien Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

c. *Voting:* Class 1 is Unimpaired under the Combined Disclosure Statement and Plan. Holders of Claims in Class 1 are conclusively presumed to have accepted the Combined Disclosure Statement and Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

2. Class 2 – Other Priority Claims

a. *Classification:* Class 2 consists of all Other Priority Claims.

b. *Treatment:* Each Holder of an Allowed Other Priority Claim shall receive, at the option of the Debtors or the Liquidation Trustee, payment in full in Cash from the Claims Reserve on the Effective Date, or treatment otherwise consistent with section 1129(a)(9) of the Bankruptcy Code, unless the Holder of such Claim and the applicable Debtor or the Liquidation Trustee, as applicable, agree to a less favorable different treatment.

c. *Voting:* Class 2 is Unimpaired under the Combined Disclosure Statement and Plan. Holders of Claims in Class 2 are conclusively presumed to have accepted the Combined Disclosure Statement and Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

3. Class 3 – Term Loan Claims

a. *Classification:* Class 3 consists of all Term Loan Claims.

b. *Allowance:* The Term Loan Claims shall be Allowed in an amount equal to such amount as agreed upon by the Term Loan Agent, the Debtors, and the Committee, pursuant to the Term Loan Settlement (subject to any necessary approval of the Bankruptcy Court pursuant to Bankruptcy Rule 9019, which may be effectuated, for the avoidance of doubt, pursuant to the Confirmation Order).

c. *Treatment:* In full and final satisfaction, compromise, settlement, release, and discharge of its Claim (unless the applicable Holder agrees to a less

favorable treatment), each Holder of an Allowed Term Loan Claim shall receive on or before the Effective Date or as soon as reasonably practicable thereafter (i) the Term Loan Settlement Amount, and (ii) Series A Liquidation Trust Interests.

d. *Voting:* Class 3 is Impaired under the Combined Disclosure Statement and Plan. Holders of Claims in Class 3 are entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

4. Class 4 – Equipment Financing Agreement Claims

a. *Classification:* Class 4 consists of all Equipment Financing Agreement Claims.

b. *Allowance:* The Equipment Financing Agreement Claims shall be Allowed in an amount equal to: (i) $963,921 in principal with respect to NFS Financing Agreement Claims and (ii) $1,411,106 in principal with respect to VFS Financing Agreement Claims; plus in each case, any accrued interest on such Claim and any other reasonable fees, costs, or charges as may be agreed to by the Debtors or Allowed by a Final Order of the Bankruptcy Court pursuant to section 506(b) of the Bankruptcy Code.

c. *Treatment:* In full and final satisfaction, compromise, settlement, release, and discharge of its Claim (unless the applicable Holder agrees to a less favorable treatment), each Holder of an Allowed Equipment Financing Agreement Claim shall receive on the Effective Date or as soon as reasonably practicable thereafter: (i) Cash in an amount equal to such Holder's applicable Equipment Financing Agreement Collateral Proceeds, and (ii) solely to the extent the amount of such Holder's Allowed Equipment Financing Agreement Claims as of the Petition Date exceeds the applicable Equipment Financing Agreement Collateral Proceeds (such claims "***Equipment Financing Agreement Deficiency Claims***"), such Holder's *Pro Rata* share of Series B Liquidation Trust Interests.

d. *Voting:* Class 4 is Impaired under the Combined Disclosure Statement and Plan. Holders of Claims in Class 4 are entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

5. Class 5 – General Unsecured Claims

a. *Classification:* Class 5 consists of all General Unsecured Claims.

b. *Treatment:* Each Holder of an Allowed General Unsecured Claim shall receive on the Effective Date or as soon as reasonably practicable thereafter its *Pro Rata* share of the Series B Liquidation Trust Interests.

c. *Voting:* Class 5 is Impaired under the Combined Disclosure Statement and Plan. Holders of Claims in Class 5 are entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

6. Class 6 – Intercompany Claims

a. *Classification:* Class 6 consists of all Intercompany Claims.

b. *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, Allowed Intercompany Claims, shall, at the election of the Liquidation Trustee, and subject to the orders of the CCAA Court in the Canadian Proceedings, be (a) Reinstated, (b) converted to equity, (c) otherwise set off, settled, distributed, contributed, cancelled, or released, or (d) otherwise addressed at the option of the Liquidation Trustee without any distribution, in each case in accordance with the Liquidation Trust Agreement. For the avoidance of doubt, no Intercompany Claim shall be entitled to vote or to receive a distribution under this Combined Disclosure Statement and Plan. For the avoidance of doubt, no Holder of an Intercompany Claim shall become a beneficiary of the Liquidation Trust.

c. *Voting:* Holders of Intercompany Claims are either Unimpaired, and such Holders of Intercompany Claims are conclusively presumed to have accepted the Combined Disclosure Statement and Plan under section 1126(f) of the Bankruptcy Code, or Impaired, and such Holders of Intercompany Claims are deemed to have rejected the Combined Plan and Disclosure Statement pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims are not entitled to vote to accept or reject the Combined Disclosure Statement.

7. Class 7 – Subordinated Claims

a. *Classification:* Class 7 consists of all Subordinated Claims.

b. *Treatment:* Holders of Subordinated Claims shall not receive any distribution on account of such Subordinated Claims. On the Effective Date, all Subordinated Claims shall be discharged, cancelled, released, and extinguished as of the Effective Date, and shall be of no further force or effect.

c. *Voting:* Class 7 is conclusively deemed to have rejected the Combined Disclosure Statement and Plan pursuant to section 1126(g) of the Bankruptcy Code. Class 7 is not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

8. Class 8 – Intercompany Interests

a. *Classification:* Class 8 consists of all Intercompany Interests.

b. *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, Allowed Intercompany Interests shall, at the election of the Liquidation Trustee, and subject to the orders of the CCAA Court in the Canadian Proceedings, be (a) Reinstated, (b) set off, settled, addressed, distributed, contributed, merged, cancelled, or released, or (c) otherwise addressed at the option of the Liquidation Trustee, without any distribution, in each case in accordance with the Liquidation Trust Agreement. For the avoidance of doubt, no Holder of an Intercompany Interest shall become a beneficiary of the Liquidation Trust.

c. *Voting:* Holders of Intercompany Interests are either Unimpaired, and such Holders of Intercompany Interests are conclusively presumed to have accepted the Combined Disclosure Statement and Plan under section 1126(f) of the Bankruptcy Code, or Impaired, and such Holders of Intercompany Interests are deemed to have rejected the Combined Disclosure Statement and Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Interests are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

9. Class 9 – Equity Interests

a. *Classification:* Class 9 consists of Equity Interests.

b. *Treatment:* Holders of Equity Interests will not receive any distribution or property, on account of such Interests, which will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect.

c. *Voting:* Class 9 is conclusively deemed to have rejected the Combined Disclosure Statement and Plan pursuant to section 1126(g) of the Bankruptcy Code. Class 9 is not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided herein, nothing under the Combined Disclosure Statement and Plan shall affect the Debtors' rights regarding any Unimpaired Claim, including all rights regarding legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claim.

D. Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Combined Disclosure Statement and Plan for purposes of voting to accept or reject the Combined Disclosure Statement and Plan and for purposes of determining acceptance or rejection of the Combined Disclosure Statement and Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Voting Classes, Presumed Acceptance by Non-Voting Classes

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Combined Disclosure Statement and Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Combined Disclosure Statement and Plan.

F. Controversy Concerning Impairment

If a controversy arises as to whether any Claim or Interest, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Combined Disclosure Statement and Plan by one or more of the Classes entitled to vote pursuant to Article IV.B herein. The Debtors shall seek Confirmation of the Combined Disclosure Statement and Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Combined Disclosure Statement and Plan in accordance with Article XI herein to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Subordinated Claims

Except as described in the Combined Disclosure Statement and Plan, the allowance, classification, and treatment of all Claims and Interests and the respective distributions and treatments under the Combined Disclosure Statement and Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors or the Liquidation Trustee, as applicable, reserve the right to reclassify any Claim or Interest, upon notice and a hearing and pursuant to a Final Order of the Bankruptcy Court, in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE V
MEANS FOR IMPLEMENTATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

A. Asset Sales and Abandonment of Other Assets

As described above, during the Chapter 11 Cases the Debtors have sold various of their Assets pursuant to the Bidding Procedures Order. The Debtors have also sought to abandon certain Assets in connection with the rejection of executory contracts and unexpired leases pursuant to the

Rejection Procedures. Unless otherwise specified in this Combined Disclosure Statement and Plan, all Assets not sold pursuant to the Sales Process or abandoned pursuant to the Rejection Procedures Order (other than the Non-Contributed Assets) will be contributed to the Liquidation Trust as part of the Liquidation Trust Assets pursuant to this Combined Disclosure Statement and Plan.

The Combined Disclosure Statement and Plan shall constitute a motion to abandon the Non-Contributed Assets. The Confirmation Order shall constitute: (i) an authorization of the Bankruptcy Court to abandon the Non-Contributed Assets under section 554 of the Bankruptcy Code and (ii) an order of abandonment of the Non-Contributed Assets as of the Effective Date. The Non-Contributed Assets shall not be contributed to the Liquidation Trust, and the Liquidation Trust shall have no ownership interest in the Non-Contributed Assets.

B. General Settlement of Claims and Interests

On July 28, 2026, following arms'-length, good faith negotiations, the UCC Settlement Parties agreed to the terms of the UCC Settlement. The terms of the UCC Settlement are incorporated into the Combined Disclosure Statement and Plan and include, among other things, the Minimum Trust Funding, the funding of the Claims Reserve, the continued cooperation of the Specified Released Parties, a standstill by the Committee on any potential disputes, and the Committee's agreement to support confirmation of the Combined Disclosure Statement and Plan.

On July 24, 2026, following arms'-length good faith negotiations, the Term Loan Settlement Parties agreed to the terms of the Term Loan Settlement and agreed to the Term Loan Settlement Term Sheet. The terms of the Term Loan Settlement are incorporated into the Combined Disclosure Statement and Plan and include, among other things, the payment of the principal and accrued interest under the Term Loan Debt, the release of the remaining funds from the Adequate Protection Account, the receipt of Series A Liquidation Trust Interests and Cash distributions in satisfaction of the remaining Term Loan Claims, and the Term Loan Secured Parties' agreement to support confirmation of the Combined Disclosure Statement and Plan.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Combined Disclosure Statement and Plan, upon the Effective Date, the provisions of the Combined Disclosure Statement and Plan shall constitute a good faith compromise and settlement of all Claims, Interests, issues, disputes and controversies that were, or could have been asserted in connection with the Debtors and the Chapter 11 Cases, except for those expressly preserved by the Combined Disclosure Statement and Plan and the Retained Causes of Action, which are being contributed to the Liquidation Trust.

The Combined Disclosure Statement and Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, issues, disputes and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Subject to the provisions herein, all distributions made to Holders of

Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

C. Professional Claim Escrow Account

The Professional Claim Reserve Amount 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 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 Bankruptcy Court.

D. Claims Reserve

The Claims Reserve shall be held in trust in a segregated account by the Liquidation Trustee for distributions and/or payment in accordance with the terms herein. Any Cash held in the Claims Reserve after all applicable distributions and/or payments are made shall promptly be transferred to the Liquidation Trust without any further action or order of the Bankruptcy Court.

E. Corporate Existence and Dissolution Transactions

On or after the Effective Date, each of the Debtors will be subject to a Dissolution Transaction. The equity or membership interests of each Debtor entity that is not subject to a Dissolution Transaction on the Effective Date will vest in the Liquidation Trust pursuant to this Combined Disclosure Statement and Plan. For the avoidance of doubt, the Debtor entities that are not subject to a Dissolution Transaction on the Effective Date will continue to exist after the Effective Date for the limited purpose of completing the Wind Down. Promptly after completing the Wind Down, such entities shall be dissolved by the Liquidation Trustee.

The actions to effect the Dissolution Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of transfer, merger, consolidation, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Combined Disclosure Statement and Plan and that satisfy the requirements of applicable law, as well as other terms to which these entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Combined Disclosure Statement and Plan and having such other terms as these entities may agree; (iii) the filing of appropriate certificates or articles of merger, consolidation, continuance, or dissolution or similar instruments with the applicable governmental authorities; and (iv) the taking of all other actions that the Liquidation Trustee determines to be reasonably necessary or appropriate, including making other filings or recordings that may be required by applicable law in connection with the Dissolution Transactions.

F. Recourse Solely to Liquidation Trust Assets

All Claims against and Interests in the Debtors are deemed satisfied, waived and released as to the Debtors in exchange for the treatment of such Claims under the Combined Disclosure Statement and Plan, and Holders of Allowed Claims and Allowed Interests against any 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 Combined Disclosure Statement and Plan and the Liquidation Trust Agreement.

G. Liquidation Trust

1. Liquidation Trust Generally

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 this Combined Disclosure Statement and Plan and otherwise implementing this Combined Disclosure Statement and Plan. The Liquidation Trust will be overseen by the Liquidation Trust Oversight Board.

The Liquidation Trust shall be administered by the Liquidation Trustee and governed by the Liquidation Trust Agreement, and the Liquidation Trustee shall have the sole power and authority to distribute the proceeds of the Liquidation Trust Assets to Liquidation Trust Beneficiaries in accordance with the treatment set forth in Article IV.B of the Combined Disclosure Statement and Plan and the terms and conditions of the Liquidation Trust Agreement. The Liquidation Trustee shall be the exclusive trustee of the Liquidation Trust Assets for purposes of 31 U.S.C. § 3713(b) and section 6012(b)(4) of the Tax Code. The Liquidation Trust, acting through the Liquidation Trustee, shall be the sole representative of the Estates under section 1123(b)(3) of the Bankruptcy Code with respect to the Liquidation Trust Assets (including the Retained Causes of Action). The Liquidation Trust, acting through the Liquidation Trustee, shall be a party in interest within the meaning of section 1109(b) of the Bankruptcy Code for all purposes in these Chapter 11 Cases. The Confirmation Order shall contain a finding that the Liquidation Trust has standing to pursue any claim or Cause of Action that is not released pursuant to Article IX.B and Article IX.C hereof, including any Retained Causes of Action, on behalf of the Debtors and the Estates.

Upon the Effective Date, the Debtors shall share all communications or documents that are subject to the attorney-client privilege, work product protection, or other applicable privilege with the Liquidation Trust. The sharing of such information shall not operate as a waiver of any applicable privileges. Any attorney-client privilege, work-product privilege, joint interest privilege or other privilege or immunity attaching to any prepetition documents or communications relating to such Retained Causes of Action shall be transferred to and shall vest in the Liquidation Trust. The Liquidation Trust's receipt of such privileges, including those associated with the Retained Causes of Action, shall not operate as a waiver of those privileges possessed or retained by any Debtor, nor shall it operate to eliminate the rights of any codefendant to any applicable joint privilege. The Liquidation Trust shall also be vested with each Debtor's rights, as such rights existed prior to the Effective Date, to conduct discovery and oral examinations of any party under Bankruptcy Rule 2004. The Liquidation Trust, however, shall not be considered a successor of any Debtor and shall not assume any obligations of any Debtor other than expressly provided for by this Combined Disclosure Statement and Plan and the Liquidation Trust Agreement.

On the Effective Date, the authority, power, and incumbency of the persons acting as directors and officers of each of the Debtors shall be deemed to have been terminated and such

persons shall be deemed to have resigned, solely in their capacities as such, and the Liquidation Trustee shall be appointed by each Debtor as the sole director and the sole officer of the Debtors and their non-Debtor subsidiaries, and shall succeed to the powers of such Debtor's directors and officers.

Notwithstanding anything to the contrary herein, the Liquidation Trust's primary purpose is liquidating the Liquidation Trust Assets, 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 Liquidation Trust's liquidating purpose and reasonably necessary to conserve and protect the Liquidation Trust Assets and provide for the orderly liquidation thereof.

2. Funding of and Transfer of Assets into the Liquidation Trust

Except as otherwise provided in the Combined Disclosure Statement and Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Combined Disclosure Statement and Plan or in the Confirmation Order, upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Liquidation Trust Assets, including the Minimum Trust Funding, shall immediately, automatically, and irrevocably vest in the Liquidation Trust free and clear of all Claims, Liens, Interests, encumbrances, charges, and other interests, other than the Canadian Charges. All Claims, Liens, Interests, encumbrances, charges, and other interests (other than the Canadian Charges) shall be deemed fully released as of the Effective Date, except as otherwise provided in the Combined Disclosure Statement and Plan or the Confirmation Order. The Canadian Charges shall be deemed fully released as of the date the Canadian Proceedings are terminated. After the Effective Date, neither the Debtors nor any other party shall have any interest in the Liquidation Trust Assets except as expressly set forth herein.

In addition to the Liquidation Trust Assets otherwise vesting in the Liquidation Trust pursuant to this Article V.F.2, pursuant to the Committee Settlement, on the Effective Date, the Debtors shall fund the Liquidation Trust with no less than $550,000 in Cash and shall transfer to the Liquidation Trust the Retained Causes of Action against the Non-Released Parties, in each case for the benefit of the Liquidation Trust Beneficiaries.

3. Liquidation Trustee, Liquidation Trust Oversight Board, and Liquidation Trust Agreement

The Liquidation Trustee shall be selected by the Committee. The Liquidation Trustee shall be the successor to and representative of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Liquidation Trust Oversight Board shall be a four-member body with membership appointed by the Committee, one member of which will be the Term Loan Agent. The Liquidation Trust Oversight Board shall, as and when requested by the Liquidation Trustee, or as is otherwise required under the Combined Disclosure Statement and Plan, the Confirmation Order, or the Liquidation Trust Agreement, consult with and advise the Liquidation Trustee as to the administration and management of the Liquidation Trust in accordance with the terms of this Combined Disclosure Statement and Plan, the Confirmation Order, and/or the Liquidation Trust Agreement. The Liquidation Trust Oversight Board shall be appointed on the Effective Date and, in the event of the resignation of a member of the Liquidation Trust Oversight Board, a replacement may be appointed in accordance with the Liquidation Trust

Agreement; provided, that unless and until any such vacancy is filled, the Liquidation Trust Oversight Board shall function with such reduced membership. The powers, rights and responsibilities of the Liquidation Trustee and the Liquidation Trust Oversight Board, respectively, shall be specified in the Liquidation Trust Agreement.

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, except as set forth in the Liquidation Trust Agreement (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. Fees and Expenses of the Liquidation Trust

The Liquidation Trust Expenses shall be paid after the Effective Date pursuant to the terms and conditions of the Liquidation Trust Agreement. The Liquidation Trustee, on behalf of the Liquidation Trust, may, without further notice to the Bankruptcy Court, Liquidation Trust Beneficiaries, or any other Person or Entity, or any further order of the Bankruptcy Court: (a) retain and rely upon advice of counsel, (b) retain counsel on a contingent basis to pursue Retained Causes of Action and/or (c) to obtain litigation financing or similar financing in the name of, and on behalf of, the Liquidation Trust, as may be necessary or appropriate, including, without limitation, to facilitate the pursuit by the Liquidation Trustee and/or Liquidation Trust of the Retained Causes of Action or otherwise to liquidate or monetize the Liquidation Trust Assets, which financing shall be subject to approval by the Liquidation Trust Oversight Board.

The Liquidation Trustee and all professionals retained by the Liquidation Trustee, each in their capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by each of the Debtors. The Liquidation Trustee may obtain, at the expense of the Liquidation Trust, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Debtors. The Liquidation Trustee may rely upon written information previously generated by the Debtors. The Liquidation Trustee shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities.

5. Indemnification

The Liquidation Trust Agreement may include reasonable and customary indemnification provisions for the benefit of the Liquidation Trustee, the Liquidation Trust Oversight Board and its members, and/or other parties. Any such indemnification shall be the sole responsibility of the Liquidation Trust and payable solely from the Liquidation Trust Assets.

6. Tax Treatment

Except to the extent that all or any portion of the Liquidation Trust is treated as one or more disputed ownership funds under Treasury Regulation § 1.468B-9, the Liquidation Trust is intended to be treated for U.S. federal income tax purposes as a liquidating trust described in Treasury Regulation § 301.7701-4(d).

For U.S. federal income tax purposes, the Liquidation Trust shall be treated as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code and the Liquidation Trust Beneficiaries shall be treated as the grantors of the Liquidation Trust and the owners of the Liquidation Trust Assets. Accordingly, for U.S. federal income tax purposes, all parties shall treat the transfer of Liquidation Trust Assets (subject to any liabilities) by the Debtors to the Liquidation Trust as the transfer of the Liquidation Trust Assets (subject to any liabilities) by the Debtors to the Liquidation Trust Beneficiaries, followed by the transfer of the Liquidation Trust Assets (subject to any liabilities) by such Liquidation Trust Beneficiaries to the Liquidation Trust in exchange for their *Pro Rata* share of the Liquidation Trust Interests. The Liquidation Trust Beneficiaries will be treated for U.S. federal income tax purposes as the grantors and deemed owners of their respective shares of the Liquidation Trust Assets (subject to such liabilities), depending on their rights to distributions under the Combined Disclosure Statement and Plan. As grantors and deemed owners of such transferred Liquidation Trust Assets, the Liquidation Trust Beneficiaries will be required to include in income their respective shares of the income, deductions, gains, losses and credits attributable to such transferred Liquidation Trust Assets. The Liquidation Trust Agreement shall require that the Liquidation Trust terminate no later than five (5) years after the Effective Date; *provided*, *however*, if the Bankruptcy Court approves an extension based upon a finding that such an extension is necessary for the Liquidation Trust to complete its liquidating purpose, the term of the Liquidation Trust may be extended one or more times for a finite period pursuant to the terms of the Liquidation Trust Agreement (which such extension shall require such approval of the Bankruptcy Court within six months of the beginning of the extended term).

As soon as practicable after the Effective Date, the Liquidation Trustee shall make (or shall cause to be made) a good faith valuation of the Liquidation Trust Assets. All parties (including, but not limited to, the Debtors, the Liquidation Trustee, and the Liquidation Trust Beneficiaries) will be required to use the values assigned to such Liquidation Trust Assets by the Liquidation Trustee for all U.S. federal income tax purposes. The Liquidation Trustee shall be responsible for filing all tax returns, including, but not limited to, any documentation related thereto, for the Liquidation Trust. The Liquidation Trustee shall file all tax returns for the Liquidation Trust as a grantor trust pursuant to Treasury Regulation § 1.671-4(a) and in accordance with the Combined Disclosure Statement and Plan. Within a reasonable time following the end of the taxable year, the Liquidation Trustee shall send to each holder of a beneficial interest appearing on its record during such year, a separate statement setting forth such holder's share of items of income, gain, loss, deduction or credit and each such holder shall report such items on their U.S. federal income tax returns. The Liquidation Trustee shall allocate the taxable income, gain, loss, deduction or credit of the Liquidation Trust with respect to each holder of a Liquidation Trust Interest to the extent required by the Tax Code and applicable law. A holder of a Liquidation Trust Interest may incur a U.S. federal income tax liability with respect to its allocable share of the Liquidation Trust's income even if the Liquidation Trust does not make a concurrent distribution to such holder.

To the extent all or any portion of the Liquidation Trust is treated as one or more disputed ownership funds under Treasury Regulation § 1.468B-9 (each of which will be taxable as a qualified settlement fund if all of the assets are passive investment assets for U.S. federal income tax purposes), any appropriate elections with respect thereto shall be made, and such treatment will also be applied to the extent possible for state and local tax purposes. The Liquidation Trustee will be responsible for payment of any taxes imposed on a disputed ownership fund. Accordingly, distributions from a disputed ownership fund will be net of any taxes relating to the retention, disposition and distribution of assets in such disputed ownership fund. In the event, and to the extent, any cash of a disputed ownership fund is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets of such disputed ownership fund (including any income that may arise upon the distribution of the assets in such disputed ownership fund), assets of such disputed ownership fund may be sold to pay such taxes.

7. Settlement of Claims

Except as otherwise provided in this Combined Disclosure Statement and Plan or the Liquidation Trust Agreement, on and after the Effective Date, the Liquidation Trustee may compromise or settle any Claims (including Claims between Debtor entities) without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and may pay the charges that it incurs on or after the Effective Date for Liquidation Trust Expenses without application to the Bankruptcy Court.

8. Sales of Assets by the Liquidation Trust

The Liquidation Trustee may conduct any sales or liquidations of non-Cash Liquidation Trust Assets on any terms it deems reasonable, without further order of the Bankruptcy Court. Upon the sale, liquidation, transfer or other disposition of the Liquidation Trust Assets by the Liquidation Trustee, the Liquidation Trustee shall deposit the proceeds of all such sales, liquidations, transfers or dispositions into one or more of the Liquidation Trust accounts.

9. Abandonment of Assets by Liquidation Trust

The Liquidation Trustee may abandon any Liquidation Trust Assets which the Liquidation Trustee determines in his or her reasonable discretion to be of de minimis value or burdensome to the Liquidation Trust, including any pending adversary proceeding or other legal action commenced or capable of being commenced by the Debtors prior to the Effective Date.

10. 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 Liquidation Trust (which shall, in each case, constitute Liquidation Trust Fees and Expenses hereunder), use commercially reasonable efforts to preserve (including through device imaging) and provide to the

Liquidation Trust the following: (a) all documents,[9] communications,[10] and other information (or copies thereof) (collectively, "***Information***") provided to (i) Debevoise in connection with the 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 Liquidation Trustee and the members of the Liquidation Trust Oversight Board on a confidential basis), (b) all Information produced, or that are 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 Liquidation 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 Liquidation Trust (which shall, in each case, constitute Liquidation Trust Expenses hereunder), or (ii) take any actions in connection with any of the Debtor's cooperation obligations hereunder that the Debtors reasonably determine would harm the merits of, create defenses to, or otherwise prejudice the Liquidation Trust Assets, including the Retained Causes of Action, following good-faith consultation and coordination between the Debtors and the Liquidation Trustee or subject to any further court order requiring production.

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[9] For the avoidance of doubt, for the purposes of this Article V, "documents" shall include any printed, written, typed, recorded, transcribed, taped, photographic, or graphic mater, in draft or final form, including, but not limited to: any letter, correspondence, or Communication of any sort; photograph; sound recording; video recording; note, notebook, diary, calendar, minutes, memorandum, contract, agreement, or any amendment thereto; telex, telegram, or cable; summary, report or record of telephone conversation, voice mail or voice mail back-up, Bloomberg messages, discussion, interview, meeting, conference, investigation, negotiation, act, or activity; projection, work paper, or draft; computer or computer network output or input, portable storage devices, e-mail, magnetic and/or optical medias, archived or back up data on any of these medias on the cloud or otherwise, and documents that have been deleted but are recoverable from any of these medias; opinion or report of consultant; request, order, invoice, or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping, or press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, stubs, register, canceled check, deposit slip, charge slip, tax return (income or other), requisition, file, study, graph, or tabulation, and any and all other writings and recordings of whatever nature, and any other data compilation from which information can be obtained, translated, if necessary, by the respondent through detection devices into reasonable usable form; including, without limitation, all things meeting the definition of "documents" or "electronically stored information" set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of "writing" or "recording" set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any marks such as initials, comments, or notations of any kind is not deemed to be identical to one without such marks and is a separate document within the meaning of this term.

[10] For the avoidance doubt, for purposes of this Article V, "communications" shall include any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more Persons, by or to whomsoever made, and including without limitation, correspondence, documents, conversations, dialogues, discussions, e-mail, interviews, text messages, consultations, agreements, and other understandings.

Subject to Article X.A, to the extent the Liquidation Trust receives information from the Debtors in connection with the Liquidation Trust Assets, including the Retained Causes of Action, the Liquidation Trust's receipt of such documents, information, or communications shall not constitute a waiver of any privilege.

Notwithstanding anything herein, the Debtors shall transfer all Information to the Liquidation Trust on the Effective Date.

11. Cooperation of the Specified Released Parties

In exchange for the Debtor Releases provided by Article IX.B of this Combined Disclosure Statement and Plan, as of the Effective Date, the Specified Released Parties shall, on reasonable advance notice from the Liquidation Trustee, reasonably cooperate with, support, and not obstruct the Liquidation Trustee in carrying out its obligations hereunder and in the Liquidation Trust Agreement, including the prosecution of Retained Causes of Action (the "***Cooperation Covenant***"); *provided*, the Liquidation Trustee shall work with the Specified Released Parties in good faith to (i) minimize any interference with any personal and professional commitments or engagements of the Specified Released Parties, and (ii) minimize any expense to the Specified Released Parties on account of the Cooperation Covenant. For the avoidance of doubt, the Cooperation Covenant shall require the Specified Released Parties to reasonably support the Liquidation Trustee in the investigation and prosecution of the Retained Causes of Action, including by (i) providing general background knowledge about the Debtors (including their business operations, personnel, and historic transactions) and the contents of their books and records, to the extent such Specified Released Party has knowledge of such information as a result of his prior service to the Debtors, (ii) helping to identify and obtain access to documents, repositories, systems, and other information relevant to the Retained Causes of Action, in each case, about which the Specified Released Party has knowledge as a result of his prior service to the Debtors; (iii) participating in preparation for and the provision of witness testimony. The Cooperation Covenant shall remain in effect for a period of two years following the Effective Date; provided that, if the Liquidation Trustee asserts claims on the basis of the Retained Causes of Action within two years following the Effective Date, the Specified Released Parties' obligations under the Cooperation Covenant shall continue with respect to such claims until those claims are fully and finally resolved through a final, non-appealable judgment or a binding settlement agreement. If any Specified Released Party incurs necessary, reasonable, and documented out-of-pocket travel expenses in the course of providing the assistance and cooperation contemplated by the Cooperation Covenant, then, upon submission of substantiating documentation to the Liquidation Trustee, the Liquidation Trustee shall reimburse such Specified Released Party for such necessary, reasonable and documented expenses incurred by him as a result of providing such assistance or cooperation, *further*, if any Specified Released Party incurs documented out-of-pocket, non-professional expenses unrelated to travel (e.g., printing, courier, or notary charges) in the course of providing the assistance and cooperation contemplated by the Cooperation Covenant, then upon submission of substantiating documentation to the Liquidation Trustee, the Liquidation Trustee shall reimburse such Specified Released Party for such documented expenses if, in good faith, the Liquidation Trustee determines such documented expenses to have been reasonable and necessary for such Specified Released Party to provide the assistance and cooperation contemplated by the Cooperation Covenant.

H. Cancellation of Existing Securities and Agreements

On the Effective Date, except to the extent otherwise provided in the Combined Disclosure Statement and Plan, all notes, instruments, certificates, credit agreements, indentures, and other documents evidencing Claims or Interests, and any Equity Interests that are not represented by certificates or other instruments shall be cancelled and surrendered and the obligations of the Debtors thereunder or in any way related thereto shall be of no force or effect against the Debtors or the Liquidation Trust, without any further action on the part of the Debtors, the Liquidation Trust, or any other party. Holders of, or parties to, such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to this Combined Disclosure Statement and Plan.

Notwithstanding anything to the contrary in this Article V, any provision in any document, instrument, lease, or other agreement that causes or effectuates, or purports to cause or effectuate, a default, termination, waiver, or other forfeiture of, or by, a Debtor or its Interests, as a result of the cancellations, terminations, satisfaction, releases, or discharges provided for in this Article V shall be deemed null and void and shall be of no force and effect.

I. Release of Liens

Except as otherwise provided in the Combined Disclosure Statement and Plan, any order of the CCAA Court with respect to the Canadian Charges, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Combined Disclosure Statement and Plan, on the Effective Date concurrently and consistent with the treatment provided for Claims and Interests in Articles III and IV, all mortgages, deeds of trust, Liens against, security interests in, or other encumbrances or Interests in property of any Estate shall be deemed fully released and discharged.

J. Corporate Governance, Directors, and Officers

1. Certificates of Formation and Bylaws

[Reserved].

2. Directors and Officers

As of the Effective Date, the term of the current members of the board of directors, or board of managers, as applicable, of each of the Debtors shall expire automatically and each person serving as a director, manager, or officer of the Debtors shall be removed and shall automatically be deemed to have resigned and cease to serve. Consistent with Section V.F.1 herein, as of the Effective Date, the Liquidation Trustee shall automatically be appointed as the sole director and the sole officer of the Debtors and their non-Debtor subsidiaries, and shall succeed to the powers of such Debtor's directors and officers.

K. Director and Officer Liability Insurance

The Debtors (i) have made arrangements to continue the Debtors' current fiduciary liability policy through the purchase of the D&O Tail Coverage, for the six-year period from and after the Effective Date, for the benefit of any person who is serving or has served as one of the Debtors' directors, officers, managers, or employees at any time prior to the Effective Date, and (ii) have fully paid the premium for such insurance. Any and all directors and officers liability insurance and fiduciary liability insurance (including all D&O Liability Insurance Policies) in existence as of the Effective Date shall be continued in accordance with its terms and, to the extent applicable, shall be deemed assumed by, or otherwise transferred to, the Liquidation Trust pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing deemed assumption and transfer of such insurance in existence as of the Effective Date. All directors, officers, managers, or employees of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies, to the extent set forth therein, regardless of whether such directors, officers, managers, or employees remain in such positions after the Effective Date.

L. Preservation of Causes of Action

Except as provided herein or in any contract, instrument, release or other agreement entered into or delivered in connection with this Combined Disclosure Statement and Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Liquidation Trust will retain and may enforce, as successors to the 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 this Combined Disclosure Statement and Plan or otherwise, including the Retained Causes of Action. The Liquidation Trustee, on behalf of the Liquidation Trust, 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 Beneficiaries. 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 Estates may hold against any Person. The Debtors intend to preserve all such claims, demands, rights, or causes of action as Retained Causes of Action (except as otherwise provided herein or to the extent any such claim is specifically satisfied, settled, and released herein).

M. Substitution in Pending Legal Actions

On the Effective Date, the Liquidation Trust or the Liquidation Trustee, as applicable, shall be deemed to be substituted as the party to any litigation in which the Debtors are a party, including (i) pending contested matters or adversary proceedings in the Bankruptcy Court, (ii) any appeals of orders of the Bankruptcy Court, (iii) any state court or federal or state administrative proceedings pending as of the Petition Date, and (iv) any arbitration proceedings pending as of the Petition Date. The Liquidation Trustee and its professionals are not required to, but may take such steps as are appropriate to provide notice of such substitution.

N. Effectuating Documents; Further Transactions

The Debtors (prior to the Effective Date) and the Liquidation Trustee, on behalf of the Liquidation Trust (following the Effective Date), are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and evidence the terms and conditions of this Combined Disclosure Statement and Plan and the Dissolution Transactions, in each case, in the name of and on behalf of any Debtor or the Liquidation Trust, as applicable, without the need for any approvals, authorization or consents except those expressly required pursuant to this Combined Disclosure Statement and Plan.

Pursuant to section 1146(a) of the Bankruptcy Code, the following will not be subject to any document recording Tax, stamp Tax, conveyance fee, intangibles or similar Tax, real estate transfer Tax, sale or use Tax, mortgage recording Tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee or other similar Tax: (a) any transfer made by the Debtors to the Liquidation Trust; (b) any sales made by the Liquidation Trust to liquidate such assets in the trust and convert such assets into Cash; (c) any sales of assets made by the Debtors under section 363 of the Bankruptcy Code, to the extent that title to the assets being sold transfers pursuant to the Combined Disclosure Statement and Plan after the Confirmation Date; (d) the making or assignment of any lease or sublease; (e) any Dissolution Transactions; or (f) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Combined Disclosure Statement and Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale, or assignments executed in connection with any of the foregoing or pursuant to the Combined Disclosure Statement and Plan.

ARTICLE VI
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Executory Contracts and Unexpired Leases

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

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

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Combined Disclosure Statement and Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court in accordance with the Bar Date Order by the Rejection Damages Bar Date. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, their Estates, or the Liquidation Trust, or any of their respective properties without the need for any objection by the Liquidation Trustee or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Proof of Claim to the contrary.** All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article IV of this Combined Disclosure Statement and Plan.

C. Insurance Contracts

On the Effective Date, the Debtors' rights under and to each Insurance Contract shall automatically vest in the Liquidation Trust as of the Effective Date without necessity for further approvals or orders. Confirmation and consummation of this Combined Disclosure Statement and Plan, and the vesting of the Insurance Contracts in the Liquidation Trust as set forth herein, shall not impair or otherwise affect (x) any party's rights to coverage thereunder, including in respect of any claims pending as of the Effective Date or pursued or made thereafter, including any claims pursued or made by the Liquidation Trustee on behalf of the Liquidation Trust, or (y) any available defenses of the Debtors or the Liquidation Trust or any insurer under the Insurance Contracts.

To the extent that any Insurance Contracts are deemed Executory Contracts or Unexpired Leases, unless such Insurance Contracts have been rejected pursuant to an Order of the Bankruptcy Court, notwithstanding anything to the contrary in the Combined Disclosure Statement and Plan: (a) from and after the Effective Date, all Insurance Contracts will be assumed by, and transferred to, the Liquidation Trust pursuant to section 365 of the Bankruptcy Code or continued in accordance with their terms, such that each of the parties' contractual, legal and equitable rights under each Insurance Contract shall remain unaltered; (b) the parties to each Insurance Contract will continue to be bound by such Insurance Contract as if the Chapter 11 Cases had not occurred; (c) nothing in the Combined Disclosure Statement and Plan shall affect, impair or prejudice the rights and defenses of the insurers or the Liquidation Trustee, on behalf of the Liquidation Trust,

under the Insurance Contracts in any manner, and such insurers and the Liquidation Trustee, on behalf of the Liquidation Trust, shall retain all rights and defenses under the Insurance Contracts, and the Insurance Contracts shall apply to, and be enforceable by and against, the Liquidation Trustee, on behalf of the Liquidation Trust, and the applicable insurer(s) as if the Chapter 11 Cases had not occurred; (d) nothing in the Combined Disclosure Statement and Plan shall in any way operate to, or have the effect of, impairing any party's legal, equitable or contractual rights, obligations and/or claims under any Insurance Contract, if any, in any respect, and any such rights and obligations shall be determined under the Insurance Contracts, any agreement of the parties and applicable law; and (e) to the extent any Insurance Contracts provide for a self-insured retention on the part of any Debtor or its Estate, such self-insured retention shall be classified as General Unsecured Claims and shall be treated in accordance with Article IV of this Combined Disclosure Statement and Plan.

D. Reservation of Rights

Nothing contained in the Combined Disclosure Statement and Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that the Liquidation Trustee or Liquidation Trust has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Liquidation Trustee, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

E. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Executory Contracts or Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

F. Contracts and Leases Entered into After the Petition Date

All of the Debtors' rights and obligations under any 363 Asset Purchase Agreement or any transaction documents related to any 363 Asset Sale shall be assigned to and vest in the Liquidation Trust.

Unless otherwise provided herein, contracts and leases entered into or assumed by the Debtors after the Petition Date that are not assigned to any Purchaser or the Liquidation Trust shall be considered repudiated by the Debtors as of the Effective Date, and the counterparties to such contracts, if they believe that such repudiation constitutes a breach of such contract or lease, must File a Claim within 30 days of the Effective Date in accordance with this Combined Disclosure Statement and Plan or have their rights forever satisfied, settled, released, and discharged.

ARTICLE VII
PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

Unless otherwise provided herein, 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 Combined Disclosure Statement and Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Combined Disclosure Statement and Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth herein. Holders of Claims shall not be entitled to postpetition interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered before, on or at any time after the Effective Date. Notwithstanding the foregoing, all distributions to holders of Liquidation Trust Interests shall be made by the Liquidation Trustee pursuant to the terms of the Combined Disclosure Statement and Plan, the Confirmation Order, and the Liquidation Trust Agreement.

B. Entitlement to Distributions

On and after the Effective Date, the Disbursing Agent shall be authorized to recognize and deal only with those Holders of Claims listed on the Debtors' books and records as of the Distribution Record Date. Accordingly, the Disbursing Agent will have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute securities, property, notices, and other documents only to those Holders of Allowed Claims who are Holders of such Claims (or participants therein) as of the close of business on the Distribution Record Date.

C. Disbursing Agent

All distributions under the Combined Disclosure Statement and Plan shall be made by the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Liquidation Trust.

D. Rights and Powers of Disbursing Agent

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Combined

Disclosure Statement and Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Combined Disclosure Statement and Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Combined Disclosure Statement and Plan.

2. Expenses Incurred on or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including Taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Liquidation Trustee.

3. No Liability

Except on account of gross negligence or willful misconduct, the Disbursing Agent shall have no (a) liability to any party for actions taken in accordance with this Combined Disclosure Statement and Plan or in reliance upon information provided to it in accordance with this Combined Disclosure Statement and Plan or (b) obligation or liability to any party who does not hold a Claim against the Debtors as of the Distribution Record Date or any other date on which a Distribution is made or who does not otherwise comply with the terms of this Combined Disclosure Statement and Plan.

E. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distribution

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred 20 or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims and Allowed Interests as of the Distribution Record Date at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution; *provided*, *however*, that the manner of such distributions shall be determined at the discretion of the Liquidation Trustee.

3. Minimum Distributions

No distribution shall be made by the Disbursing Agent on account of an Allowed Claim if the amount to be distributed to the Holder of such Claim on the applicable Distribution Date has an economic value of less than $250.

4. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder of Allowed Claims (as applicable) is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Liquidation Trust automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims and Interests to such property or Interest in property shall be discharged and forever barred.

5. Surrender of Cancelled Instruments or Securities

On the Effective Date, and as a condition precedent to receiving any distribution, each Holder of a certificate or instrument evidencing a Claim or an Interest shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Unless otherwise provided herein, such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Interest, which shall continue in effect for purposes of allowing Holders to receive distributions under the Combined Disclosure Statement and Plan, charging liens, priority of payment, and indemnification rights. On the Effective Date each Holder of an Equity Interest that is not represented by a certificate or other instrument shall be deemed to have surrendered such Equity Interests to the Disbursing Agent, which Equity Interests shall be cancelled in accordance with the immediately preceding sentence.

F. Manner of Payment

All distributions of Cash to the Holders of the applicable Allowed Claims under the Combined Disclosure Statement and Plan shall be made by the Disbursing Agent on behalf of the applicable Debtor. At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

G. Compliance with Tax Requirements

In connection with the Combined Disclosure Statement and Plan, to the extent applicable, the Debtors, Liquidation Trustee, Disbursing Agent, and any applicable withholding agent shall comply with all Tax withholding and reporting requirements imposed on them by any

Governmental Unit, and all distributions made pursuant to the Combined Disclosure Statement and Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Combined Disclosure Statement and Plan to the contrary, such parties shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Combined Disclosure Statement and Plan to generate sufficient funds to pay applicable withholding Taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. For these purposes, all distributions made on behalf of the Debtors pursuant to the Combined Disclosure Statement and Plan shall, if applicable, be first in satisfaction of the portion of Claims that are not subject to any withholding tax obligation. All Persons holding Claims against any Debtor shall be required to provide any additional information necessary for the Debtors, Liquidation Trustee, Disbursing Agent, and any applicable withholding agent to comply with all Tax withholding and reporting requirements imposed on them by any Governmental Unit, including an IRS Form W-8 or W-9, as applicable, and any other applicable tax forms. The Debtors and Liquidation Trustee reserve the right to allocate all distributions made under the Combined Disclosure Statement and Plan in a manner that complies with all other legal requirements, such as applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances. Any amounts withheld pursuant to the Combined Disclosure Statement and Plan shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Combined Disclosure Statement and Plan. Notwithstanding any other provision of the Combined Disclosure Statement and Plan to the contrary, each Holder of an Allowed Claim or Allowed Interest shall have the sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed on such Holder by any Governmental Unit, including income, withholding, and other Tax obligations, on account of such distribution.

H. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

I. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the Combined Disclosure Statement and Plan, the Confirmation Order or the Cash Collateral Orders, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on such Claim.

J. Foreign Currency Exchange Rate

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Effective Date.

K. Setoffs and Recoupment

Except as expressly provided herein, the Liquidation Trustee or Disbursing Agent may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that the Debtors held against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the Liquidation Trustee and the Holder of the Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided*, *however*, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the applicable Debtor, the Liquidation Trustee, or the Disbursing Agent, of any Retained Causes of Action that the Liquidation Trust may possess against the Holder of a Claim.

L. No Double Payment of Claims

To the extent that a Claim is Allowed against more than one Debtor's Estate, the Holder of such Allowed Claim against more than one Debtor may recover Distributions under the Combined Disclosure Statement and Plan for all co-obligor Debtors until the Holder has received payment in full on such Allowed Claim. No Holder of an Allowed Claim shall be entitled to receive more than payment in full of its Allowed Claim, and each Claim shall be administered and treated in the manner provided by the Combined Disclosure Statement and Plan only until payment in full on that Allowed Claim.

M. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

Any Claim will be deemed satisfied in full or in part (as applicable) without a Claims objection having to be Filed by the Debtors or the Liquidation Trustee (as applicable) and without any further order or approval of the Bankruptcy Court, to the extent that the Holder of such Claim (a) receives payment in full or in part (as applicable) on account of such Claim from an entity that is not a Debtor (as applicable) and (b) does not File an objection to such Claim being deemed satisfied within 21 days from service of notice thereof. To the extent a Holder of a Claim receives, on account of such Claim, both a Distribution under the Combined Disclosure Statement and Plan and a payment from a party that is not a Debtor or the Liquidation Trustee, as applicable, on account of such Claim, the Debtors or the Liquidation Trustee (as applicable) will serve a notice of such duplicative payment and such Holder must, within 21 days of receipt thereof, either (a) repay or return the Distribution to the Debtors or Liquidation Trustee (as applicable) to the extent the Holder's total recovery on account of such Claim from the third party and under the Combined Disclosure Statement and Plan exceeds the Allowed amount of such Claim or (b) file an objection setting forth the reasons that the Holder asserts that such Distribution does not have to be returned.

2. Claims Payable by Third Parties

No distributions under the Combined Disclosure Statement and Plan will be made on account of an Allowed Claim that is payable pursuant to an Insurance Contract until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. If the

Debtors or the Liquidation Trustee (as applicable) believe a Holder of an Allowed Claim has recourse to an Insurance Contract and intend to withhold a Distribution pursuant to this Article VII, the Debtors or the Liquidation Trustee (as applicable) shall cause the Disbursing Agent to provide written notice to such Holder as to what the Debtors or the Liquidation Trustee (as applicable) believe to be the nature and scope of applicable insurance coverage. To the extent that one or more of the Debtors' insurers (as applicable) agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim (or the applicable portion of such Claim) may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Contracts

Except as otherwise provided herein, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Contract. Nothing contained in the Combined Disclosure Statement and Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VIII
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance of Claims

On or after the Effective Date, and except as otherwise provided herein, the Liquidation Trustee, with respect to all Claims, shall have and retain any and all rights and defenses that the Debtors had with respect to any Claim immediately prior to the Effective Date. Except as expressly provided in the Combined Disclosure Statement and Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Combined Disclosure Statement and Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Final Cash Collateral Order and the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim. All settlements of Claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court (including the Final Cash Collateral Order and the Confirmation Order), pursuant to Bankruptcy Rule 9019, or otherwise shall be binding on all parties.

B. Claims and Interests Administration Responsibilities

Except as otherwise specifically provided herein, the Debtors (prior to the Effective Date) and the Liquidation Trustee (following the Effective Date), with respect to all Claims, have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the

Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, the Liquidation Trustee, with respect to all Claims, shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Retained Causes of Action pursuant to the Combined Disclosure Statement and Plan.

C. Authority to Amend Schedules

The Debtors (prior to the Effective Date) and the Liquidation Trustee (following the Effective Date) will have the authority to amend the Schedules with respect to any Claim and to make distributions based on such amended Schedules (if no proof of claim is timely filed in response thereto) without approval of the Bankruptcy Court; *provided* that if any such amendment to the Schedules reduces the amount of a Claim or changes the nature or priority of a Claim, the Debtors or the Liquidation Trustee will provide the holder of such Claim with notice of such amendment and such parties will have 21 days to file a proof of claim with respect to such claim.

D. Estimation of Claims

The Debtors (prior to the Effective Date) and the Liquidation Trustee (following the Effective Date) may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Combined Disclosure Statement and Plan (including for purposes of distributions), and the Debtors or the Liquidation Trustee (as applicable) may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

E. Adjustment to Claims or Interests without Objection

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Liquidation Trustee, without the Liquidation Trustee having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval.

F. Time to File Objections to Claims

Any objections to Claims, which, prior to the Effective Date, may be Filed by any party, shall be Filed on or before the Claims Objection Deadline.

G. Disallowance of Claims or Interests

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Liquidation Trustee.

ANY CLAIM THAT HAS BEEN LISTED IN THE SCHEDULES AS DISPUTED, CONTINGENT, OR UNLIQUIDATED, AND FOR WHICH NO PROOF OF CLAIM HAS BEEN TIMELY FILED, SHALL BE DEEMED DISALLOWED AND SHALL BE EXPUNGED WITHOUT FURTHER ACTION AND WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT.

EXCEPT AS PROVIDED HEREIN, IN AN ORDER OF THE BANKRUPTCY COURT, OR OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS AT OR PRIOR TO THE CONFIRMATION HEARING SUCH LATE CLAIM HAS BEEN DEEMED TIMELY FILED BY A FINAL ORDER.

H. Amendments to Claims

On or after the Effective Date, except as provided herein or the Confirmation Order, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court and any such new or amended Claim Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court.

I. No Distributions Pending Allowance

No payment or distribution provided under the Combined Disclosure Statement and Plan shall be made to the extent that any Claim is a Disputed Claim, including if an objection to a Claim or portion thereof is Filed as set forth herein, unless and until such Disputed Claim becomes an Allowed Claim; *provided* that any portion of a Claim that is an Allowed Claim shall receive the payment or distribution provided under the Combined Disclosure Statement and Plan thereon notwithstanding that any other portion of such Claim is a Disputed Claim.

J. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes Allowed, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions herein. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Combined Disclosure Statement and Plan as of the Effective Date, without any interest to be paid on account of such Claim.

ARTICLE IX
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Release and Channeling of Claims and Termination of Interests

Except as otherwise specifically provided herein or in any contract, instrument, or other agreement or document created or entered into pursuant to the Combined Disclosure Statement and Plan, the Holders of Claims and Interests subject to this 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 Combined Disclosure Statement and Plan, and such Claims and Interests and any other Causes of Action treated, exculpated or released under this Combined Disclosure Statement and Plan shall be subject to Article IX. For the avoidance of doubt, the Claims and Interests subject to this Combined Disclosure Statement and Plan, include all Claims against, Interests in, liabilities of, Liens on, obligations of, and rights against the Debtors, the Estates, or any of their assets or properties, whether known or unknown, and any interest accrued on such Claims or Interests from and after the Petition Date, regardless of whether any property shall have been distributed or retained pursuant to the Combined Disclosure Statement and Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Combined Disclosure Statement and Plan.

B. Releases by the Debtors

Notwithstanding anything contained herein to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on the Effective Date, each Released Party is deemed released by the Debtors and their Estates from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or that any Holder of any Claim against, or Interest in, a Debtor or other Entity

could have asserted on behalf of the Debtors or the Estates, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims actually asserted and pursued against the Debtors), intercompany transactions, the Chapter 11 Cases, the Canadian Proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any Person or Entity under the Combined Disclosure Statement and Plan, any 363 Asset Sale Transaction Documents, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Combined Disclosure Statement and Plan or any 363 Asset Sale; (b) any Non-Released Party; or (c) any Person or Entity from any claim or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by such Person or Entity.

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

Action, remedies, and liabilities whatsoever, such Person or Entity shall be deemed a Non-Released Party.

C. Releases by the Releasing Parties Other Than the Debtors

Notwithstanding anything contained herein to the contrary, upon and as of the Effective Date, each Releasing Party (other than the Debtors and the Estates) releases each Debtor, the Estates, and each other Released Party from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors and the Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), any securities issued by the Debtors and the ownership thereof, the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims actually asserted and pursued against the Debtors), intercompany transactions, the Chapter 11 Cases, the Canadian Proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, or any 363 Asset Sale, contract, instrument, release, or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan, the Cash Collateral Orders, the Plan Supplement, any 363 Asset Sale, the Chapter 11 Cases, the Canadian Proceedings, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation, the Sales Process, the administration and implementation of the Combined Disclosure Statement and Plan, the Sales Process, or the distribution of property under the Combined Disclosure Statement and Plan, the Sales Process, or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any Person or Entity under the Combined Disclosure Statement and Plan, any 363 Asset Sale Transaction Documents, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Combined Disclosure Statement and Plan or any 363 Asset Sale; (b) any Non-Released Party; or (c) any Person or Entity from any claim or Causes of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by such Person or Entity.

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

D. Exculpation

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

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

E. Injunction

Except as otherwise expressly provided herein, for Claims or Causes of Action preserved by a Holder that timely opts out of the releases set forth in Article IX.C, or for obligations issued or required to be paid pursuant to the Combined Disclosure Statement and Plan or the Confirmation Order, all Holders of Claims and Interests who have held, hold, or may hold Claims or Interests that are treated under this Combined Disclosure Statement and Plan, or are barred by exculpation, are enjoined, from and after the Effective Date through and until the date upon which all remaining property of the Debtors' Estates vested in any Purchaser or the Liquidation Trust, as applicable, has been liquidated and distributed to any Purchaser, creditors, or otherwise in accordance with the terms of the Combined Disclosure Statement and Plan, and the Confirmation Order and the Combined Disclosure Statement and Plan has been fully administered, subject to further extension or reduction by motion on notice, with all parties' rights with respect to such extension or reduction reserved, from taking any of the following actions against, as applicable, the

Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing, in any manner or in any place, any suit, action, or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Persons or Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Persons or Entities or the property of such Persons or Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Persons or Entities or against the property of such Persons or Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or in connection with or with respect to any such Claims or Interests treated under the Combined Disclosure Statement and Plan.

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

F. Protections Against Discriminatory Treatment

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, no Entity, including Governmental Units, shall discriminate against the Liquidation Trustee or the Liquidation Trust or deny, revoke, suspend, or refuse to renew a license, permit,

charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Liquidation Trustee, or another Entity with whom the Liquidation Trustee has been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

G. Document Retention

On and after the Effective Date, the Liquidation Trustee shall preserve all books, records, electronically stored information, and other documents in accordance with the Debtors' standard document retention policy, as may be altered, amended, modified, or supplemented by the Liquidation Trustee in accordance with the Liquidation Trust Agreement and applicable law.

H. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever Disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

ARTICLE X
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

A. Conditions Precedent to Confirmation

The following conditions are conditions to the entry of the Confirmation Order unless such conditions, or any of them, have been satisfied or duly waived pursuant to the terms herein:

1. The Bankruptcy Court shall have entered an Order approving the adequacy of the Combined Disclosure Statement and Plan.

2. The Combined Disclosure Statement and Plan shall not have been materially amended, altered, or modified from the Combined Disclosure Statement and Plan as Filed, unless such material amendment, alteration or modification has been made in accordance with the terms herein.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to the terms herein:

1. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Combined Disclosure Statement and Plan and each of the other transactions contemplated herein;

2. the Bankruptcy Court shall have entered the Confirmation Order, and the Confirmation Order is not subject to any stay and has been recognized by the CCAA Court;

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

4. the Claims Reserve shall have been established and fully funded with Cash in an amount equal to the Claims Reserve Amount;

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

6. the final version of all schedules, documents, and exhibits in the Plan Supplement shall have been Filed;

7. conditions 1-6 above have been satisfied or waived by the Debtors, in consultation with the Committee, on or before August 14, 2026; and

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

C. Waiver of Conditions

The conditions to Confirmation and/or consummation set forth herein may be waived by the Debtors, in consultation with the Committee, without notice, leave, or Order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Combined Disclosure Statement and Plan.

D. Effect of Failure of Conditions

If consummation does not occur, the Combined Disclosure Statement and Plan shall be null and void in all respects and nothing contained in the Combined Disclosure Statement and Plan shall: (1) constitute a waiver or release of any claims by the Debtors, Claims, or Interests; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any

other Entity; (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity; or (4) be used by the Debtors or any Entity as evidence (or in any other way) in any litigation, including with regard to the strengths or weaknesses of any of the parties' positions, arguments or claims.

E. Substantial Consummation

"Substantial Consummation" of the Combined Disclosure Statement and Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

ARTICLE XI
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

A. Modification and Amendments

Except as otherwise specifically set forth herein, the Debtors reserve the right to, in consultation with the Committee, modify the Combined Disclosure Statement and Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Combined Disclosure Statement and Plan. Subject to those restrictions on modifications set forth herein and the requirements of section 1127 of the Bankruptcy Code, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights to in consultation with the Committee, revoke or withdraw, or to alter, amend, or modify the Combined Disclosure Statement and Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Combined Disclosure Statement and Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Combined Disclosure Statement and Plan, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Combined Disclosure Statement and Plan.

Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Combined Disclosure Statement and Plan without further Order or approval of the Bankruptcy Court.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to the Combined Disclosure Statement and Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

Holders of Claims that have accepted the Combined Disclosure Statement and Plan shall be deemed to have accepted the Combined Disclosure Statement and Plan, as amended, modified, or supplemented, if the proposed amendment, modification, or supplement does not materially and adversely change the treatment of the Claim of such Holder; *provided*, *however*, that any Holders of Claims who were deemed to accept the Combined Disclosure Statement and Plan because such Claims were Unimpaired shall continue to be deemed to accept the Combined Disclosure

Statement and Plan only if, after giving effect to such amendment, modification, or supplement, such Claims continue to be Unimpaired.

C. Revocation or Withdrawal of Plan

The Debtors reserve the right to, in consultation with the Committee, revoke or withdraw the Combined Disclosure Statement and Plan as to any individual Debtor, combination of Debtors or all of the Debtors prior to the Confirmation Date and to File subsequent plans of reorganization or liquidation or disclosure statements. If the Debtors revoke or withdraw the Combined Disclosure Statement and Plan, or if Confirmation or consummation does not occur as to any or all of the Debtors, then: (1) the Combined Disclosure Statement and Plan shall be null and void in all respects with respect to such Debtor(s); (2) any settlement or compromise embodied in the Combined Disclosure Statement and Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Combined Disclosure Statement and Plan, and any document or agreement executed pursuant to the Combined Disclosure Statement and Plan, shall be deemed null and void as to such Debtor(s); and (3) nothing contained in the Combined Disclosure Statement and Plan shall: (a) constitute a waiver or release of any Claims or Interests as to such Debtor(s); (b) prejudice in any manner the rights of such Debtor(s) or any other Entity; (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity; or (d) be used by the Debtors or any Entity as evidence (or in any other way) in any litigation, including with regard to the strengths or weaknesses of any of the parties' positions, arguments or claims. The revocation or withdrawal of the Combined Disclosure Statement and Plan with respect to one or more Debtors shall not require the resolicitation of the Combined Disclosure Statement and Plan with respect to the remaining Debtors.

ARTICLE XII
CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING

THE COMBINED DISCLOSURE STATEMENT AND PLAN AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH HEREIN AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE COMBINED DISCLOSURE STATEMENT AND PLAN. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE COMBINED DISCLOSURE STATEMENT AND PLAN AND ITS IMPLEMENTATION.

A. General Bankruptcy Law and Combined Disclosure Statement and Plan Considerations

1. The Combined Disclosure Statement and Plan May Not Be Accepted

The Debtors can make no assurances that the requisite acceptances to the Combined Disclosure Statement and Plan will be received, and the Debtors may need to obtain acceptances to an alternative plan of liquidation for the Debtors, or otherwise, may be forced to liquidate under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to Holders of Allowed Claims as those proposed in the Combined Disclosure Statement and Plan.

2. The Debtors May Not Be Able to Secure Confirmation of the Combined Disclosure Statement and Plan or Confirmation May Be Delayed

Even if the Debtors receive the requisite acceptances, there is no assurance that the Bankruptcy Court, which may exercise substantial discretion as a court of equity, will confirm the Combined Disclosure Statement and Plan. If the Combined Disclosure Statement and Plan is not confirmed, it is unclear what distributions Holders of Allowed Claims ultimately would receive with respect to their Claims in a subsequent plan of liquidation.

3. Risk Affecting Potential Recoveries of Holders of Claims in Voting Classes

Projected distributions are based upon good faith estimates of the total amount of Claims ultimately Allowed and the Claims Reserve available for distribution. There can be no assurance that the estimated Claim amounts set forth in the Combined Disclosure Statement and Plan are correct. If the total amount of Allowed Claims in a Class is higher than the Debtors' estimates, or the funds available for Distribution to such Class are lower than the Debtors' estimates, the percentage recovery to Holders of Allowed Claims in such Class will be less than projected.

4. Failure to Consummate the Combined Disclosure Statement and Plan

The Combined Disclosure Statement and Plan provides for certain conditions that must be satisfied (or waived) prior to Confirmation and for certain other conditions that must be satisfied (or waived) prior to the Effective Date. As of the date of the Combined Disclosure Statement and Plan, there can be no assurance that any or all of the conditions in the Combined Disclosure Statement and Plan will be satisfied (or waived).

5. Plan Releases May Not Be Approved

There can be no assurance that the releases, as provided in Article IX of the Combined Disclosure Statement and Plan, will be granted. Failure of the Bankruptcy Court to grant such relief may result in a plan of liquidation that differs from the Combined Disclosure Statement and Plan, or the Combined Disclosure Statement and Plan not being confirmed.

B. Risks Associated with Forward Looking Statements

The financial information contained in this Combined Disclosure Statement and Plan has not been audited. In preparing this Combined Disclosure Statement and Plan, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information provided herein, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant or represent that the financial information contained herein and attached hereto is without inaccuracies.

C. Alternatives to Confirmation and Consummation of the Combined Disclosure Statement and Plan

The Debtors believe that the Combined Disclosure Statement and Plan affords the Holders of Claims the potential for a better realization on the Debtors' Assets than a chapter 7 liquidation, and therefore, is in the best interests of such Holders. If, however, the Combined Disclosure Statement and Plan is not confirmed, the theoretical alternatives include (a) formulation of an alternative plan or plans of liquidation under chapter 11, or (b) liquidation of one or more of the Debtors under chapter 7 of the Bankruptcy Code.

ARTICLE XIII
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the Combined Disclosure Statement and Plan to the U.S. Holders (as defined below) of Allowed Term Loan Claims, Allowed Equipment Financing Agreement Claims, and Allowed General Unsecured Claims. This discussion is provided for informational purposes only and is based on the Tax Code, the Treasury Regulations, judicial authority and current administrative rulings and practice, all as in effect as of the date hereof and all of which are subject to change, possibly with retroactive effect. Events subsequent to the date of this Combined Disclosure Statement and Plan, such as the enactment of additional tax legislation, court decisions or administrative changes, could affect the U.S. federal income tax consequences of the Combined Disclosure Statement and Plan and the transactions contemplated thereunder. No representations are being made regarding the particular tax consequences of the Combined Disclosure Statement and Plan to any specific holder of a Claim. The Debtors will not seek a ruling from the IRS and have not obtained an opinion of counsel regarding any tax consequences of the Combined Disclosure Statement and Plan to any holder of a Claim. No assurances can be given that the IRS would not assert, or that a court would not sustain, a different position from any discussed herein. This discussion only addresses U.S. federal income tax consequences and does not address any other U.S. federal tax consequences (such as estate and gift tax consequences), or the tax consequences arising under the laws of any foreign, state, local or other jurisdiction or any income tax treaty. This discussion assumes that the Term Loan Claims and Equipment Financing Agreement Claims are treated in accordance with their form for U.S. federal income tax purposes and that the Liquidation Trust is classified as a liquidating trust under Treasury Regulation § 301.7701-4(d) (except to the extent all or any portion of the Liquidation Trust is treated as one or more disputed ownership funds under Treasury

Regulation § 1.468B-9 for U.S. federal income tax purposes, as discussed below). If the terms set forth in the Liquidation Trust Agreement do not permit the Liquidation Trust to be classified as a liquidating trust, the tax consequences for such holders of the Liquidation Trust Interests may differ materially from that described below. This discussion does not describe the tax consequences arising from a U.S. Holder owning or disposing of the Liquidation Trust Interests, which will be dependent in part on the nature of the Liquidation Trust Assets and the activities of the Liquidation Trust.

This discussion does not address any U.S. federal income tax consequences to a beneficial owner of an Allowed Term Loan Claim, Allowed Equipment Financing Agreement Claim, or Allowed General Unsecured Claim that is an individual, corporation (or other entity taxable as a corporation), estate or trust that is not a U.S. Holder (a "***Non-U.S. Holder***"). Non-U.S. Holders should consult their own independent tax advisors regarding the U.S. federal and state income tax consequences of the implementation of the Combined Disclosure Statement and Plan, including (i) whether Non-U.S. Holders may be subject to any U.S. federal withholding tax or U.S. federal income tax with respect to any payment on Allowed Term Loan Claims, Allowed Equipment Financing Agreement Claims or Allowed General Unsecured Claims and with respect to income of the Liquidation Trust and (ii) whether Non-U.S. Holders may be treated as engaged in a trade or business within the United States with respect to the assets and activities of the Liquidation Trust and obligated to file U.S. federal income tax returns and pay U.S. federal income tax on their share of income and gain recognized by the Liquidation Trust.

This discussion does not describe all of the tax consequences that may be relevant in light of a U.S. Holder's particular circumstances, including, but not limited to, the potential application of provisions of the Medicare tax on net investment income, or tax consequences applicable to U.S. Holders that are otherwise subject to special treatment under the Tax Code, such as: financial institutions; banks; broker-dealers; insurance companies; tax-exempt organizations; retirement plans or other tax-deferred accounts; mutual funds; real estate investment trusts; traders in securities that elect mark-to-market treatment; persons subject to the alternative minimum tax; persons who hold Allowed Term Loan Claims, Allowed Equipment Financing Agreement Claims, Allowed General Unsecured Claims and/or Liquidation Trust Interests as part of a hedge, straddle, constructive sale, conversion or other integrated transaction; persons that have a functional currency other than the U.S. dollar; persons who hold Allowed Term Loan Claims, Allowed Equipment Financing Agreement Claims, Allowed General Unsecured Claims and/or Liquidation Trust Interests through non-U.S. brokers or other non-U.S. intermediaries; governments or governmental organizations; partnerships or other pass-through entities or holders of interests therein; persons required to accelerate the recognition of any item of gross income with respect to the Allowed Term Loan Claims, Allowed Equipment Financing Agreement Claims or Allowed General Unsecured Claims as a result of such income being recognized on an "applicable financial statement" (within the meaning of Section 451(b) of the Tax Code); and holders not entitled to vote on the Combined Disclosure Statement and Plan. If an entity that is classified as a partnership for U.S. federal income tax purposes holds Allowed Term Loan Claims, Allowed Equipment Financing Agreement Claims, Allowed General Unsecured Claims and/or Liquidation Trust Interests, the U.S. federal income tax treatment of a partner will generally depend on the status of such partner and the activities of the partnership. Partnerships holding Allowed Term Loan Claims, Allowed Equipment Financing Agreement Claims, Allowed General Unsecured Claims and/or Liquidation Trust Interests and partners in such partnerships should consult their tax

advisors as to the particular U.S. federal income tax consequences of owning and disposing of the Allowed Term Loan Claims, Allowed Equipment Financing Agreement Claims, Allowed General Unsecured Claims and/or Liquidation Trust Interests.

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of an Allowed Term Loan Claim, Allowed Equipment Financing Agreement Claim, Allowed General Unsecured Claim and/or a Liquidation Trust Interest that is, for U.S. federal income tax purposes:

- an individual who is a U.S. citizen or U.S. resident alien;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, that was created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (a) the administration of which is subject to the primary supervision of a U.S. court and that has one or more United States persons that have the authority to control all substantial decisions of the trust or (b) that has made a valid election under applicable Treasury Regulations to be treated as a United States person.

THE FOLLOWING DISCUSSION OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A U.S. HOLDER. ALL U.S. HOLDERS SHOULD CONSULT THEIR OWN INDEPENDENT TAX ADVISORS FOR THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.

A. Certain U.S. Federal Income Tax Consequences to U.S. Holders of Allowed Term Loan Claims and Allowed Equipment Financing Agreement Claims

Pursuant to the Combined Disclosure Statement and Plan, a U.S. Holder of an Allowed Term Loan Claim will be treated as exchanging such Allowed Term Loan Claim on the Effective Date for (i) Cash and (ii) such U.S. Holder's share of the Liquidation Trust Assets attributable to the Series A Liquidation Trust Interests received in exchange for such Allowed Term Loan Claim. Pursuant to the Combined Disclosure Statement and Plan, a U.S. Holder of an Allowed Equipment Financing Agreement Claim will be treated as exchanging such Allowed Equipment Financing Agreement Claim on the Effective Date for (i) Cash in an amount equal to such U.S. Holder's applicable Equipment Financing Agreement Collateral Proceeds and (ii) solely to the extent the amount of such U.S. Holder's Allowed Equipment Financing Agreement Claims as of the Petition Date exceeds the applicable Equipment Financing Agreement Collateral Proceeds, such U.S. Holder's *Pro Rata* share of the Liquidation Trust Assets attributable to the Series B Liquidation Trust Interests received in exchange for such Allowed Equipment Financing Agreement Claim.

1. Taxable Exchange

Each U.S. Holder of an Allowed Term Loan Claim should recognize gain or loss in a taxable exchange of such Claim equal to the difference between (x) the sum of (a) the amount of Cash received by such U.S. Holder and (b) the fair market value of the Liquidation Trust Assets deemed received by such U.S. Holder for such Claim (in the case of clause (a) and (b) excluding any amount attributable to accrued but unpaid interest or original issue discount ("***OID***"), if any, on such Claim, which amount will be taxable as described below), and (y) such U.S. Holder's adjusted tax basis, if any, in such Claim. Each U.S. Holder of an Allowed Equipment Financing Agreement Claim should recognize gain or loss in a taxable exchange of such Claim equal to the difference between (i) the sum of (A) the amount of Cash received by such U.S. Holder and (B) if applicable, the fair market value of the Liquidation Trust Assets deemed received by such U.S. Holder for such Claim (in the case of clause (A) and (B), excluding any amount attributable to accrued but unpaid interest or OID, if any, on such Claim, which amount will be taxable as described below) and (ii) such U.S. Holder's adjusted tax basis, if any, in such Claim. Whether such gain or loss is capital or ordinary in character will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Allowed Term Loan Claim or Allowed Equipment Financing Agreement Claim in such U.S. Holder's hands, whether such Claim was purchased at a discount, whether there is any accrued but unpaid interest or OID on such Claim, whether any fees are treated as additional interest or OID on such Claim and whether and to what extent the U.S. Holder previously has claimed a bad debt deduction with respect to such Claim. See Articles XIII.A.2. and XIII.A.3 below entitled "Accrued Interest" and "Market Discount."

2. Accrued Interest

To the extent that any amount received by a U.S. Holder is attributable to accrued but unpaid interest (or OID, if any) on the debt instruments constituting such surrendered Allowed Term Loan Claim or Allowed Equipment Financing Agreement Claim, the receipt of such amount should be taxable to the U.S. Holder as ordinary interest income (to the extent not already taken into account by the U.S. Holder). Conversely, a U.S. Holder may be able to recognize a deductible loss (or, possibly, a write off against a reserve for worthless debts) to the extent any accrued interest (or OID, if any) was previously included in the U.S. Holder's gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair market value of the consideration is not sufficient to fully satisfy all principal and interest on an Allowed Term Loan Claim or Allowed Equipment Financing Agreement Claim, the extent to which such consideration will be attributable to accrued but unpaid interest is unclear. Under the Combined Disclosure Statement and Plan, the aggregate consideration to be distributed to U.S. Holders will be allocated first to the principal amount of such Allowed Term Loan Claims or Allowed Equipment Financing Agreement Claims, with any excess allocated to unpaid interest that accrued on such Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, and certain case law generally indicates that a final payment on a distressed debt instrument that is insufficient to repay outstanding principal and interest will be allocated to principal, rather than interest, while certain Treasury Regulations treat payments as allocated first to any accrued but unpaid interest. The IRS could take the position that the consideration received by a U.S. Holder should be allocated in a manner other than as provided

in the Combined Disclosure Statement and Plan, which could include allocating consideration first to any accrued but unpaid interest under the aforementioned Treasury Regulations.

U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE ALLOCATION OF CONSIDERATION RECEIVED UNDER THE COMBINED DISCLOSURE STATEMENT AND PLAN AND THE U.S. FEDERAL INCOME TAX TREATMENT OF ACCRUED BUT UNPAID INTEREST (AND OID, IF ANY).

3. Market Discount

In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if the holder's adjusted tax basis in the debt instrument is less than (i) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a specified de minimis amount. Any gain recognized by a U.S. Holder on the taxable disposition of an Allowed Term Loan Claim or Allowed Equipment Financing Agreement Claim that had been acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such Claim was considered to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued).

U.S. HOLDERS SHOULD CONSULT THEIR OWN INDEPENDENT TAX ADVISORS CONCERNING THE APPLICATION OF THE MARKET DISCOUNT RULES TO THEIR ALLOWED TERM LOAN CLAIMS OR ALLOWED EQUIPMENT FINANCING AGREEMENT CLAIMS.

B. Certain U.S. Federal Income Tax Consequences for U.S. Holders of Allowed General Unsecured Claims

Pursuant to the Combined Disclosure Statement and Plan, a U.S. Holder will be treated as exchanging an Allowed General Unsecured Claim for its *Pro Rata* share of the Liquidation Trust Assets attributable to the Series B Liquidation Trust Interests received in exchange for such Claim. Each U.S. Holder should recognize gain or loss in a taxable exchange of such Allowed General Unsecured Claim equal to the difference between (x) the fair market value of the Liquidation Trust Assets deemed received by such U.S. Holder for such Claim and (y) such U.S. Holder's adjusted tax basis, if any, in such Claim. Whether such gain or loss is capital or ordinary in character will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Allowed General Unsecured Claim in such U.S. Holder's hands, and whether such Allowed General Unsecured Claim was purchased at a discount. Similar rules to those described in Articles XIII.A.2 and XIII.A.3 above entitled "Accrued Interest" and "Market Discount" could apply, depending on the nature of the Allowed General Unsecured Claims.

C. Back-up Withholding and Information Reporting

Under the Tax Code, interest and other reportable payments may, under certain circumstances, be subject to backup withholding. Backup withholding may apply to payments made pursuant to the Combined Disclosure Statement and Plan, unless the U.S. Holder provides

to the applicable withholding agent its taxpayer identification number, certified under penalties of perjury, as well as certain other information or otherwise establishes an exemption from backup withholding. Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against such U.S. Holder's U.S. federal income tax liability, and such U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing an appropriate claim for refund with the IRS.

In addition, information reporting may apply to (i) payments made to a U.S. Holder and (ii) certain transactions under the Combined Disclosure Statement and Plan that result in such U.S. Holder claiming a loss in excess of specified thresholds. U.S. Holders are urged to consult their tax advisors regarding these Treasury Regulations and whether the transactions contemplated by the Combined Disclosure Statement and Plan would be subject to these Treasury Regulations and require disclosure on the U.S. Holders' tax returns.

D. Certain United States Federal Income Tax Consequences Relating to the Liquidation Trust

1. Classification of the Liquidation Trust

Pursuant to the Combined Disclosure Statement and Plan, the Liquidation Trust shall be organized for the primary purpose of liquidating the Liquidation Trust Assets and making distributions to holders of the Liquidation Trust Interests on account of any Liquidation Trust Interests received by such holders. The Liquidation Trust is not organized with an objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, its liquidating purpose. Thus, except to the extent all or any portion of the Liquidation Trust is treated as one or more disputed ownership funds under Treasury Regulation § 1.468B-9 for U.S. federal income tax purposes, the Liquidation Trust is intended to be classified for U.S. federal income tax purposes as a "liquidating trust" within the meaning of Treasury Regulation § 301.7701-4(d). Under the Combined Disclosure Statement and Plan, all relevant parties are required to treat the Liquidation Trust as a liquidating trust, subject to definitive guidance to the contrary from the IRS. In general, a liquidating trust is not a separate taxable entity but rather is treated as a grantor trust, pursuant to §§ 671 through 679 of the Tax Code, owned by the grantors of the trust. For this purpose, the beneficiaries of a liquidating trust are treated as the grantors and owners of the trust.

Although the Liquidation Trust has been structured with the intention of complying with guidelines established by the IRS in Rev. Proc. 94-45, 1994-2 C.B. 684, for obtaining an IRS ruling as to the grantor trust status of a liquidating trust, it is possible that the IRS could require a different characterization of the Liquidation Trust, which could result in a different and possibly greater tax liability to the Liquidation Trust or the holders of the Liquidation Trust Interests. No request for a ruling from the IRS will be sought on the classification of the Liquidation Trust, and there can be no assurance that the IRS will not take a contrary position to the classification of the Liquidation Trust. If the IRS were to successfully challenge the classification of the Liquidation Trust as a grantor trust, the U.S. federal income tax consequences to the Liquidation Trust and the holders of the Liquidation Trust Interests could be materially different from those discussed herein. The following discussion assumes treatment of the Liquidation Trust as a grantor trust for U.S. federal

income tax purposes, except to the extent that all or any portion of the Liquidation Trust is treated as one or more disputed ownership funds under Treasury Regulation § 1.468B-9 for purposes.

2. Creation of the Liquidation Trust

Except to the extent that all or any portion of the Liquidation Trust is treated as one or more disputed ownership funds under Treasury Regulation § 1.468B-9 for purposes, upon its creation, for U.S. federal income tax purposes, each U.S. Holder of a Liquidation Trust Interest would be treated as having received and as owning an undivided interest in the Liquidation Trust Assets in exchange for surrendering all or a portion of such U.S. Holder's Allowed Term Loan Claim, Allowed Equipment Financing Agreement Claim or Allowed General Unsecured Claim followed by a transfer by the U.S. Holder of such Liquidation Trust Assets to the Liquidation Trust. Upon the transfer of the Liquidation Trust Assets as more fully set forth in the Liquidation Trust Agreement, the Debtors will have no reversionary or further interest in or with respect to the Liquidation Trust Assets. Under the Combined Disclosure Statement and Plan, all parties (including, without limitation, the Debtors, the Liquidation Trustee, the Liquidation Trust and the holders of Liquidation Trust Interests) are required to report consistently with the foregoing for U.S. federal and applicable state and local income tax purposes. The tax basis of such Liquidation Trust Interests in the Liquidation Trust Assets received will be equal to the fair market value of such Liquidation Trust Assets as of the Effective Date (the "***Liquidation Trust Asset Value***"). The Liquidation Trust Asset Value will be determined by the Liquidation Trustee as the trustee of the Liquidation Trust, and all parties must utilize and report consistently with the Liquidation Trust Asset Value for U.S. federal and applicable state and local income tax purposes. The determination of the Liquidation Trust Asset Value is factual in nature and the IRS may challenge any such determination.

3. Allocation of Income and Loss and Disposition of Liquidation Trust Assets

Except to the extent all or any portion of the Liquidation Trust is treated as one or more disputed ownership funds under Treasury Regulation § 1.468B-9 for U.S. federal income tax purposes, each U.S. Holder of a Liquidation Trust Interest must report on its U.S. federal income tax return its allocable share of income, gain, loss, deduction and credit recognized or incurred by the Liquidation Trust (including as a result of the sale or other disposition of any Liquidation Trust Assets). Deductions attributable to activities and administrative expenses of the Liquidation Trust may be subject to limitation in the hands of U.S. Holders. The character of items of income, gain, loss or deduction to any U.S. Holder, and the ability of such U.S. Holder to benefit from any deductions, losses or credits, will depend on the particular circumstances and/or status of any such U.S. Holder.

As noted above, except to the extent all or any portion of the Liquidation Trust is treated as one or more disputed ownership funds under Treasury Regulation § 1.468B-9 for U.S. federal income tax purposes, each U.S. Holder of a Liquidation Trust Interest has an obligation to report its share of the Liquidation Trust's tax items (including gain on the sale or other disposition of a Liquidation Trust Asset). Accordingly, U.S. Holders may incur a tax liability as a result of owning a beneficial interest in the Liquidation Trust, regardless of whether the Liquidation Trust distributes Cash or other Liquidation Trust Assets. Although the Liquidation Trust Agreement provides that it will make Cash distributions of net income and net proceeds at least annually, due

to the Liquidation Trust's requirements to satisfy certain liabilities, and due to possible differences in the timing of income on, and the receipt of Cash from, the Liquidation Trust Assets, a U.S. Holder may, in certain years, be required to report and pay tax on a greater amount of income than the amount of Cash received from the Liquidation Trust by such U.S. Holder in such year.

4. Tax Compliance of the Liquidation Trust

Except as described in Article XIII.D(5) below in respect of Disputed Claims, the Liquidation Trust will file annual information tax returns with the IRS as a grantor trust pursuant to Treasury Regulations § 1.671-4(a) that will include information concerning certain items relating to the holding or disposition (or deemed disposition) of the Liquidation Trust Assets (e.g., income, gain, loss, deduction and credit). Each U.S. Holder will receive a copy of the information returns and must report on its U.S. federal income tax return its share of all such items.

5. Disputed Claims Reserves

To the extent the Liquidation Trustee treats any Liquidation Trust Assets reserved for Holders of Disputed Claims as one or more Disputed Claims reserves held in a disputed ownership fund governed by Treasury Regulation § 1.468B-9 (which would be taxable as a "qualified settlement fund" if all assets of the disputed reserve were passive assets for tax purposes), all parties will be required to report for tax purposes consistently with such treatment. In such case, any Disputed Claims reserve would be a separate taxable entity for U.S. federal income tax purposes, and all interest and earnings of any such Disputed Claims reserve would be taxable to such entity. In the event of such U.S. federal income tax treatment, a separate U.S. federal income tax return would be filed with the IRS for any such Disputed Claims reserve, and any such Disputed Claims reserve would be subject to tax annually on a separate entity basis. The Liquidation Trustee would be responsible for payment of any taxes imposed on any Disputed Claims reserve. Accordingly, distributions from any Disputed Claims reserve would be net of any taxes relating to the retention, disposition and distribution of assets in such Disputed Claims reserve. In the event, and to the extent, any Cash of a Disputed Claims reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets of such Disputed Claims reserve (including any income that may arise upon the distribution of the assets in such Disputed Claims reserve), assets of each Disputed Claims reserve may be sold to pay such taxes.

U.S. HOLDERS SHOULD CONSULT THEIR OWN INDEPENDENT TAX ADVISORS CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF RECEIVING AND HOLDING LIQUIDATION TRUST INTERESTS.

ARTICLE XIV
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, following the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases as is legally permissible, including, without limitation, such jurisdiction as is necessary to ensure that the interests and purposes of the Combined Disclosure Statement and Plan are carried out. The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of the Chapter 11 Cases and the Combined Disclosure Statement and Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code (provided that the CCAA Court

shall retain jurisdiction over the Canadian Proceedings and all matters arising out of, or related to, the Canadian Proceedings, the Information Officer and the orders of the CCAA Court) and for, among other things, the following purposes:

1. To hear and determine any objections to Claims and to address any issues relating to Disputed Claims;

2. To enter and implement such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

3. To issue such Orders in aid of execution and consummation of the Combined Disclosure Statement and Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

4. To consider any amendments to or modifications of the Combined Disclosure Statement and Plan, to cure any defect or omission, or reconcile any inconsistency in any Order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

5. To hear and determine all requests for compensation and reimbursement of expenses to the extent Allowed by the Bankruptcy Court under section 330 or 503 of the Bankruptcy Code;

6. To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Combined Disclosure Statement and Plan, the UCC Settlement, the Term Loan Settlement, or the Cooperation Covenant;

7. To hear and determine matters concerning state, local and federal Taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including, without limitation, any request by the Debtors or the Liquidation Trustee for an expedited determination of Tax under section 505(b) of the Bankruptcy Code);

8. To hear any other matter not inconsistent with the Bankruptcy Code, including any future litigations relating to the Retained Causes of Action;

9. To enter a final decree closing the Chapter 11 Cases;

10. To ensure that distributions to Holders of Claims and Interests are accomplished pursuant to the provisions of the Combined Disclosure Statement and Plan;

11. To decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date;

12. To issue injunctions, enter and implement other Orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the occurrence of the Effective Date or enforcement of the Combined Disclosure Statement and Plan, except as otherwise provided herein;

13. To determine any other matters that may arise in connection with or related to the Combined Disclosure Statement and Plan, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created or implemented in connection with the Combined Disclosure Statement and Plan;

14. To hear any disputes and determine any other matters that may arise in connection with or related to any 363 Asset Sale, or any contract, instrument, release, indenture or other agreement or document created or implemented in connection with any 363 Asset Sale;

15. To enforce, interpret, and determine any disputes arising in connection with any stipulations, Orders, judgments, injunctions, exculpations, and rulings entered in connection with the Chapter 11 Cases (whether or not the Chapter 11 Cases have been closed);

16. To resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

17. To resolve any disputes concerning whether a Person or Entity had sufficient notice of the Chapter 11 Case, the General Bar Date, the Governmental Bar Date, the Rejection Damages Bar Date, the Amended Schedules Bar Date, the Administrative Claims Bar Date, and/or the conditional or final hearing on the approval of the Combined Disclosure Statement and Plan for the purpose of determining whether a Claim, or Interest is released, satisfied and/or enjoined hereunder or for any other purpose;

18. To resolve any other matter or for any purpose specified in the Combined Disclosure Statement and Plan, the Confirmation Order, or any other document entered into in connection with any of the foregoing;

19. To enter and enforce any order in furtherance of the Liquidation Trust Agreement;

20. To resolve any cases, controversies, suits, disputes, or Causes of Action relating to the Liquidation Trustee's administration of the Liquidation Trust or the performance by the Liquidation Trustee of any of its obligations (including prosecution of the Retained Causes of Action), or the exercise by the Liquidation Trustee of any of its rights or powers, under the Liquidation Trust Agreement; and

21. To resolve any cases, controversies, suits, disputes, or Causes of Action asserted by the Liquidation Trust or the Liquidation Trustee, or by or on behalf of any non-debtor subsidiary of any Debtor, against any current or former director or officer of any Debtor or non-debtor subsidiary of any Debtor.

ARTICLE XV
MISCELLANEOUS PROVISIONS

A. Injunctions or Stays

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or otherwise, and extant on the Confirmation Date, shall remain in full force and effect.

B. Severability

In the event the Bankruptcy Court determines, before the Confirmation Date, that any provision in the Combined Disclosure Statement and Plan is invalid, void or unenforceable, such provision shall be invalid, void or unenforceable with respect to the Holder or Holders of such Claims or Interests as to which the provision is determined to be invalid, void or unenforceable. The invalidity, voidability or unenforceability of any such provision shall in no way limit or affect the enforceability and operative effect of any other provision of the Combined Disclosure Statement and Plan.

C. Binding Effect

The Combined Disclosure Statement and Plan shall be binding upon and inure to the benefit of the Debtors, the Holders of Claims, and the Holders of Interests, and their respective successors and assigns.

D. Notices

All notices, requests and demands to or upon the Debtors or the Liquidation Trust (as applicable) to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as shall be set forth in the notice of the Effective Date.

E. Governing Law

Except to the extent the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, or to the extent an exhibit to the Combined Disclosure Statement and Plan provides otherwise, the rights and obligations arising under the Combined Disclosure Statement and Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to the principles of conflicts of law of such jurisdiction.

F. Withholding and Reporting Requirements

In connection with the consummation of the Combined Disclosure Statement and Plan, the Debtors, the Liquidation Trustee and/or the Disbursing Agent (as applicable) shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all Distributions hereunder shall be subject to any such withholding and reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim or, if applicable, Allowed Interest, that is to receive a Distribution under the Combined Disclosure Statement and Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such Distribution. The Debtors, the Liquidation Trustee, the Disbursing Agent or any withholding agent (as applicable) has the right, but not the obligation, to not make a Distribution until such Holder has made arrangements satisfactory to any disbursing party for payment of any such tax obligations. The Debtors, the Liquidation Trustee, the Disbursing Agent or any withholding agent (as applicable) may require, as a condition to receipt of a Distribution, that the Holder of the applicable Claim or Interest or the Liquidation Trust

Beneficiary complete and return an IRS Form W-8, W-9 or a similar tax form, as applicable to each such Holder or Liquidation Trust Beneficiary. If the Debtors, the Liquidation Trustee, the Disbursing Agent or any withholding agent (as applicable) makes such a request and Holder or Liquidation Trust Beneficiary fails to comply before the date that is 90 days after the request is made, the applicable requester, in its sole discretion, may (i) make a Distribution net of any applicable withholding or (ii) determine that such Holder or Liquidation Trust Beneficiary shall be deemed to have forfeited the right to receive any Distribution, in which case, (a) 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 (b) 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.

G. Headings

Headings are used in the Combined Disclosure Statement and Plan for convenience and reference only and shall not constitute a part of the Combined Disclosure Statement and Plan for any other purpose.

H. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Combined Disclosure Statement and Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

I. Reference to Monetary Figures

All references herein to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

J. Exhibits/Schedules

All exhibits and schedules to the Combined Disclosure Statement and Plan, including the Plan Supplement, are incorporated into and are a part of the Combined Disclosure Statement and Plan as if set forth in full herein.

K. Filing of Additional Documents

On or before substantial consummation of the Combined Disclosure Statement and Plan, the Debtors shall File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Combined Disclosure Statement and Plan.

L. No Admissions

Notwithstanding anything herein to the contrary, nothing contained in the Combined Disclosure Statement and Plan shall be deemed as an admission by any Entity with respect to any matter set forth herein.

M. Successors and Assigns

The rights, benefits and obligations of any Person or Entity named or referred to in the Combined Disclosure Statement and Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign of such Person or Entity.

N. Reservation of Rights

Except as expressly set forth herein, the Combined Disclosure Statement and Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the Filing of the Combined Disclosure Statement and Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Combined Disclosure Statement and Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors or Holders of Claims or Interests before the Effective Date.

O. Implementation

The Debtors shall take all steps, and execute all documents, including appropriate releases, necessary to effectuate the provisions contained in this Combined Disclosure Statement and Plan.

P. Inconsistency

In the event of any inconsistency among the Combined Disclosure Statement and Plan and any other instrument or document created or executed pursuant to the Combined Disclosure Statement and Plan, the provisions of the Combined Disclosure Statement and Plan shall govern.

Q. Dissolution of the Committee

Upon the occurrence of the Effective Date, the Committee shall dissolve automatically, whereupon its members, professionals, and agents shall be discharged and released from any duties and responsibilities in the Chapter 11 Cases and under the Bankruptcy Code, except with respect to (i) obligations arising under confidentiality agreements, which shall remain in full force and effect, (ii) prosecuting applications for payment of fees and reimbursement of expenses of its Professionals or attending to any other issues related to applications for payment of fees and reimbursement of expenses of its Professionals, (iii) any motions or other actions seeking enforcement or implementation of the provisions of this Combined Disclosure Statement and Plan, and (iv) prosecuting or participating in any appeal of the Confirmation Order or any request for reconsideration thereof.

R. Closing of the Chapter 11 Cases

The Liquidation Trustee shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to issue a final decree closing the Chapter 11 Cases and file materials with the CCAA Court to terminate the CCAA Proceedings. The Liquidation Trustee may determine to close certain of the Debtors' Chapter 11 Cases before others.

S. Request for Expedited Determination of Taxes

The Debtors and the Liquidation Trustee shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to the determination of any unpaid tax liability of each Debtor or its Estate, for any and all taxable periods ending after the Petition Date through the liquidation of such Debtors as determined under applicable tax laws.

T. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Combined Disclosure Statement and Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective agents, representatives, members, principals, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code, and, therefore, neither any of such parties or individuals nor the Liquidation Trust or Liquidation Trustee, as applicable, will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Combined Disclosure Statement and Plan.

ARTICLE XVI
DEFINITIONS AND CONSTRUCTION OF TERMS

A. Definitions

As used herein, the following terms have the respective meanings specified below, unless the context otherwise requires:[11]

1. "***363 Asset Sale***" means any sale of the Debtors' Assets approved by a Sale Order.

2. "***363 Asset Purchase Agreement***" means the applicable asset purchase agreement by and between the Debtors and any Purchaser effectuating a 363 Asset Sale.

3. "***363 Asset Sale Transaction Documents***" means, collectively, the 363 Asset Purchase Agreement and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time in connection with the applicable 363 Asset Sale.

[18] Copies of all Filings in the Chapter 11 Cases (as defined herein) can be obtained and viewed free of charge at the following web address: https://restructuring.ra.kroll.com/bitcoindepot/.

4. "***Acquired Assets***" means any and all of the Assets of the Debtors which are sold pursuant to any 363 Asset Sale.

5. "***Adequate Protection Claim***" means the superpriority administrative expense Claims as provided for in section 503(b) and 507(b) of the Bankruptcy Code granted to the Term Loan Secured Parties pursuant to the Cash Collateral Orders, which are subject and subordinate only to the Carve Out (as defined in the Cash Collateral Orders).

6. "***Adequate Protection Account***" is used as defined in the Interim Cash Collateral Orders.

7. "***Administrative Claim***" means a Claim (other than Adequate Protection Claims) arising on or after the Petition Date and prior to the Effective Date for a cost or expense of administration of the Chapter 11 Cases that is entitled to priority under sections 365, 503(b), 503(c), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors incurred on or after the Petition Date and through the Effective Date; (b) all fees and charges assessed against the Estates under chapter 123 of the Judicial Code; (c) Allowed Professional Claims; and (d) any cure payment in connection with the assumption and assignment of any Executory Contract or Unexpired Lease to a Purchaser which has not been satisfied pursuant to the 363 Asset Sale Transaction Documents.

8. "***Administrative Claims Bar Date***" means the date by which a request for payment of an Administrative Claim (other than Professional Claims or any Statutory Fee) must be filed, which date shall be 30 days after the Effective Date.

9. "***Administrative Claims Reserve Amount***" means the estimated amount to be distributed in payment of Allowed Administrative Claims (other than Professional Fee Claims).

10. "***Advisors***" means, collectively, Hilco, Portage Point, and V&E.

11. "***Affiliate***" has the meaning set forth in section 101(2) of the Bankruptcy Code as if the Entity were a debtor in a case under the Bankruptcy Code.

12. "***Allowed***" means with respect to any Claim, (a) a Claim that is timely Filed and is evidenced by a Proof of Claim or request for payment of an Administrative Claim; (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim, as applicable, has been timely Filed; or (c) a Claim Allowed pursuant to this Combined Disclosure Statement and Plan, or a Final Order of the Bankruptcy Court; *provided* that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that (i) such Claim is not otherwise a Disputed Claim (including as to the priority of such Claim), (ii) with respect to such Claim no objection, request for estimation to the allowance, or other dispute with respect to priority or classification thereof has been Filed (or no motion to deem the Schedules amended has been Filed) and the applicable period of time fixed by the Combined Disclosure Statement and Plan to file an objection or such motion has passed, or such an objection or motion is so interposed and the Claim, as applicable, shall have been Allowed by a Final Order and (iii) such Claim is not otherwise subject to disallowance under section 502(d) or bifurcation under section 506(a) of the Bankruptcy Code. Except as otherwise

provided in the Combined Disclosure Statement and Plan or an order of the Bankruptcy Court or with respect to Priority Tax Claims, the amount of an Allowed Claim shall not include interest on such Claim from and after the Petition Date. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor, as applicable. "***Allow***" and "***Allowing***" shall have correlative meanings.

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

14. "***Assets***" means all of the Debtors' property, rights, and interests that are property of the Estates pursuant to section 541 of the Bankruptcy Code.

15. "***Auction***" has the meaning set forth in the Bidding Procedures Order.

16. "***Avoidance Actions***" means 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.

17. "***Bankruptcy Code***" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended from time to time.

18. "***Bankruptcy Court***" means the United States Bankruptcy Court for the Southern District of Texas.

19. "***Bankruptcy Rules***" means the Federal Rules of Bankruptcy Procedure and any local rules of the Bankruptcy Court, as amended from time to time.

20. "***Bar Date Order***" means the *Order (I) Establishing Bar Dates and Procedures; (II) Approving the Form and Manner of Notice Thereof; and (III) Granting Related Relief* [Docket No. 331].

21. "***Bid Deadline***" has the meaning set forth in the Bidding Procedures Order.

22. "***Bidding Procedures***" has the meaning set forth in the Bidding Procedures Order.

23. "***Bidding Procedures Order***" means the *Order (A) Approving (I) Bidding Procedures, (II) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (III) Assumption and Assignment Procedures; (B) Scheduling Auction, Sale Hearing, and Related Deadlines; and (C) Granting Related Relief* [Docket No. 193].

24. "***Bitcoin Depot***" means Bitcoin Depot Inc.

25. "***Bitcoin Depot Operating***" means Bitcoin Depot Operating LLC.

26. "***Board***" means the board of directors of Bitcoin Depot.

27. "***Business Day***" means any day other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

28. "***Canadian Assets***" means all of the Assets of the Canadian Debtors' and all of the Assets of the Debtors located in Canada.

29. "***Canadian Charges***" means the court-ordered charges granted by the CCAA Court in the Canadian Proceedings on the Canadian Assets.

30. "***Canadian Debtors***" means Digital Gold Ventures Inc., BitAccess Inc., and Express Vending Inc.

31. "***Canadian Proceedings***" means the recognition proceedings commenced pursuant to Part IV of the *Companies' Creditors Arrangement Act (Canada)* in respect of the Chapter 11 Cases of the Debtors.

32. "***Cash***" means cash in legal tender of the United States of America and cash equivalents, including bank deposits, checks, and other similar items.

33. "***Cash Collateral Motion***" means the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing on the Motion, and (V) Granting Related Relief* [Docket No. 24].

34. "***Cash Collateral Orders***" means the Interim Cash Collateral Orders and the Final Cash Collateral Order.

35. "***Cause of Action***" or "***Causes of Action***" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff or counterclaim and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code, including Avoidance Actions; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state or foreign law equivalents of any of the foregoing.

36. "***CCAA***" means the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.

37. "***CCAA Court***" means the Ontario Superior Court of Justice (Commercial List).

38. "***Challenges***" means, in accordance with the Interim Cash Collateral Orders, any adversary proceeding or contested matter (i) objecting to or challenging the amount, allowance,

validity, perfection, enforceability, priority, or extent of the Term Loan Debt or the Term Loan Liens, or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests, or defenses against any of the Term Loan Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such.

39. "***Chapter 11 Cases***" means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court under the case caption Bitcoin Depot Inc., et al., Case No. 26-90528 (CML).

40. "***Chief Restructuring Officer***" means Thomas Studebaker in his capacity as chief restructuring officer of the Debtors.

41. "***Claim***" means any claim, as defined in section 101(5) of the Bankruptcy Code, against a Debtor or its Estate.

42. "***Claims and Noticing Agent***" means Kroll, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases.

43. "***Claims Objection Deadline***" means the deadline for objecting to a Claim against a Debtor, which shall be on the date that is the later of (a) 180 days after the Effective Date, subject to extension by order of the Bankruptcy Court, (b) 90 days after the Filing of a Proof of Claim, or (c) such other period of limitation as may be fixed by the Combined Disclosure Statement and Plan, the Confirmation Order, the Bankruptcy Rules or a Final Order for objecting to a Claim; *provided* that the deadline for objecting to Administrative Claims (other than Professional Claims) filed by the Administrative Claims Bar Date shall be 60 days after the Effective Date.

44. "***Claims Register***" means the official register of Claims maintained by the Claims and Noticing Agent.

45. "***Claims Reserve***" means the 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.

46. "***Claims Reserve Amount***" means the sum of (a) the Other Priority Claims Reserve Amount, (b) the Senior Priority Claims Reserve Amount, (c) the Administrative Claims Reserve Amount, and (d) the Priority Tax Claims Reserve Amount.

47. "***Class***" means a class of Claims or Interests as set forth in the Combined Disclosure Statement and Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

48. "***Clerk***" means the clerk of the Bankruptcy Court.

49. "***Combined Disclosure Statement and Plan***" means this disclosure statement and chapter 11 plan including, without limitation, the Plan Supplement, all exhibits, supplements, appendices and schedules hereto, either in their present form or as the same may be altered, amended or modified from time to time in accordance with the terms hereof.

50. "***Committee***" means any official committee of unsecured creditors of the Debtors appointed by the U.S. Trustee in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

51. "***Common Stock***" means Bitcoin Depot's issued and outstanding shares of common stock.

52. "***Company***" means the Debtors and the Non-Debtor Affiliates.

53. "***Conditional Approval and Procedures Order***" means 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].

54. "***Confirmation Date***" means the date on which the Confirmation Order is entered on the Docket.

55. "***Confirmation***" means the Bankruptcy Court's entry of the Confirmation Order on the Docket of the Chapter 11 Cases, subject to all conditions specified in the Combined Disclosure Statement and Plan having been (a) satisfied or (b) waived pursuant to the Combined Disclosure Statement and Plan.

56. "***Confirmation Hearing***" means the hearing held by the Bankruptcy Court to consider (i) final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (ii) confirmation of the Combined Disclosure Statement and Plan pursuant to sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

57. "***Confirmation Order***" means the Order of the Bankruptcy Court confirming the Combined Disclosure Statement and Plan pursuant to section 1129 of the Bankruptcy Code.

58. "***Consultation Parties***" has the meaning set forth in the Bidding Procedures Order.

59. "***Cooperation Covenant***" has the meaning set forth in Article V.F.11 of the Combined Disclosure Statement and Plan.

60. "***D&O Liability Insurance Policies***" means all unexpired directors', managers', and officers' liability insurance policies (including any D&O Tail Coverage) of any of the Debtors with respect to directors, managers, officers, and employees of the Debtors.

61. "***D&O Tail Coverage***" means coverage under an applicable D&O Liability Insurance Policy that extends beyond the end of the policy period.

62. "***Debevoise***" means Debevoise & Plimpton LLP.

63. "***Debtor Releases***" means the releases granted pursuant to Article IX.B of the Combined Disclosure Statement and Plan.

64. "***Debtor***" or "***Debtors***" mean BCD Merger Sub LLC; BitAccess Inc.; Bitcoin Depot; Bitcoin Depot Operating; HoldCo; BTM International Holdings I 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; and Mintz Assets, Inc.

65. "***Disallowed***" means, with respect to any Claim, or any portion thereof, that is not Allowed, any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, is considered Disallowed and shall be expunged without further action by the Debtors or the Liquidation Trustee, as applicable, and without further notice to any party or action, approval, or order of the Bankruptcy Court; *provided*, *further*, that a Disputed Claim shall not be considered Disallowed until so determined by entry of a Final Order or by agreement between the holder thereof and the Debtors or the Liquidation Trustee, as applicable.

66. "***Disbursing Agent***" means the Entity or Entities selected by the Liquidation Trustee to make or facilitate distributions pursuant to the Combined Disclosure Statement and Plan.

67. "***Disclosure Statement Motion***" means the *Emergency Motion for Entry of an 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. 305].

68. "***Disputed***" means, with respect to any Claim or Interest, that such Claim or Interest (a) is not yet Allowed, (b) is not Disallowed by the Combined Disclosure Statement and Plan, the Bankruptcy Code, or a Final Order, as applicable, (c) as to which a dispute is being adjudicated by the Bankruptcy Court, including a dispute about the priority or the extent of the secured amount of such claim under section 506(a) of the Bankruptcy Code or otherwise, or another court of competent jurisdiction in accordance with non-bankruptcy law, or (d) is or is hereafter listed in the Schedules as contingent, unliquidated, or disputed and for which a Proof of Claim is or has been timely Filed in accordance with the Bar Date Order or the Combined Disclosure Statement and Plan.

69. "***Dissolution Transactions***" means the transactions that the 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 Debtors.

70. "***Distribution Date***" means, except as otherwise set forth herein, the date or dates determined by the Debtors or the Liquidation Trustee, upon which the Disbursing Agent shall make distributions to Holders of Allowed Claims entitled to receive distributions under the Combined Disclosure Statement and Plan.

71. "***Distribution Record Date***" means 5:00 p.m., Central Time, on the Confirmation Date.

72. "***Docket***" means the docket in the Chapter 11 Cases maintained by the Clerk.

73. "***Effective Date***" means the day, as determined by the 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 herein have been satisfied or waived in accordance with the requirements of the Combined Disclosure Statement and Plan.

74. "***Entity***" has the meaning set forth in section 101(15) of the Bankruptcy Code.

75. "***Equipment Financing Agreements***" means, collectively, the VFS Financing Agreement and the NFS Financing Agreement.

76. "***Equipment Financing Agreement Claim***" means any Claim, including, for the avoidance of doubt, Equipment Financing Agreement Deficiency Claims, arising under, derived from, secured by, based on, or related to the Equipment Financing Agreements or any other agreement, instrument, or document executed at any time in connection therewith, or any guaranty thereof.

77. "***Equipment Financing Agreement Collateral***" means, collectively, the NFS Collateral and VFS Collateral.

78. "***Equipment Financing Agreement Collateral Proceeds***" means Cash in an amount attributable to any net proceeds of the sale of the applicable Equipment Financing Agreement Collateral, as determined by the Debtors in accordance with the Bidding Procedures Order.

79. "***Equipment Financing Agreement Deficiency Claims***" has the meaning set forth in Article IV.B of the Combined Disclosure Statement and Plan.

80. "***Equipment Financing Liens***" means, collectively, the NFS Liens and VFS liens.

81. "***Equity Interest***" means all Interests arising from or related to the Common Stock.

82. "***Estate***" means as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of such Debtor's Chapter 11 Case.

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

84. "***Executory Contract***" means a contract to which one or more of the Debtors is a party and that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

85. "***Fifth Interim Cash Collateral Order***" means 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].

86. "***File***," "***Filed***," or "***Filing***" means file, filed, or filing with the Bankruptcy Court in the Chapter 11 Cases.

87. "***Final Cash Collateral Order***" means 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].

88. "***Final Order***" means as applicable, an order, or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

89. "***First Day Declaration***" means the *Declaration of Thomas Studebaker in Support of the Chapter 11 Cases and First-Day Motions* [Docket No. 23].

90. "***First Interim Cash Collateral Order***" means the *Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Second Interim Hearing, and (V) Granting Related Relief* [Docket No. 44].

91. "***Fourth Interim Cash Collateral Order***" means the *Fourth Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 454].

92. "***General Bar Date***" means July 21, 2026, at 5:00 p.m. (prevailing Central Time), pursuant to the Bar Date Order.

93. "***General Unsecured Claim***" means any Claim against any Debtor that is not a Secured Claim, Administrative Claim, Professional Claim, Priority Tax Claim, Senior Priority Lien Claim, Other Priority Claim, Adequate Protection Claim, Term Loan Claim, Equipment Financing Agreement Claim, Intercompany Claim, or Subordinated Claim, to the extent such Claim has not already been paid during the Chapter 11 Cases or assumed by a Purchaser under a 363 Asset Purchase Agreement.

94. "***Governmental Bar Date***" means November 23, 2026, at 5:00 p.m. (prevailing Central Time), pursuant to the Bar Date Order.

95. "***Governmental Unit***" shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

96. "***Hilco***" means, collectively, Hilco Corporate Finance, LLC, Hilco Commercial Industrial, LLC, Hilco Real Estate, LLC, and Hilco IP Services, LLC.

97. "***Holder***" means a Person or Entity holding a Claim against or Interest in a Debtor, as applicable.

98. "***HoldCo***" means BT HoldCo LLC.

99. "***Impaired***" means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

100. "***Independent Member***" means Ivona Smith in her capacity as independent member of the Board and the Investigation Subcommittee.

101. "***Information Officer***" means Alvarez & Marsal Canada Inc. and their counsel, Blake, Cassels & Graydon LLP.

102. "***Insurance Contract***" means any policy of insurance, including the D&O Liability Insurance Policies, under which any of the Debtors could have asserted, did assert or may in the future assert a right to coverage for any claim, together with any other contracts, documents or instruments that pertain or relate to such policy.

103. "***Intercompany Claim***" means any Claim held by a Debtor or an Affiliate against a Debtor or an Affiliate.

104. "***Intercompany Interest***" means any Interest in a Debtor held by another Debtor.

105. "***Interest***" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in any Debtor and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

106. "***Interim Cash Collateral Orders***" means, together, the First Interim Cash Collateral Order, the Second Cash Collateral Order, the Third Interim Cash Collateral Order, the Fourth Interim Cash Collateral Order, and the Fifth Interim Cash Collateral Order.

107. "***Interim Compensation Order***" means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 406].

108. "***Investigation***" means the investigation by the Investigation Subcommittee into whether the Debtors hold any valuable claims or Causes of Action, including, without limitation, claims against current or former officers, directors, insiders, or third parties.

109. "***Investigation Subcommittee***" means the subcommittee of the Restructuring Committee, consisting of Ivona Smith, with the authority to conduct the Investigation and to make a final determination of appropriate action with respect to any Claims or Causes of Action that are the subject of the Investigation.

110. "***IRS***" means the Internal Revenue Service.

111. "***Judicial Code***" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as amended from time to time.

112. "***Kroll***" means Kroll Restructuring Administration LLC.

113. "***Lien***" has the meaning set forth in section 101(37) of the Bankruptcy Code.

114. "***Liquidation Trust***" means the trust established on the Effective Date in accordance with the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement.

115. "***Liquidation Trust Accounts***" means the bank accounts to be held in the name of the Liquidation Trustee that are created pursuant to the Combined Disclosure Statement and Plan and the Liquidation Trust Agreement.

116. "***Liquidation Trust Assets Allocation***" has the meaning set forth in Article V.G.3 of the Combined Disclosure Statement and Plan.

117. "***Liquidation Trust Agreement***" means that certain agreement establishing and governing the Liquidation Trust.

118. "***Liquidation Trust Assets***" means all Assets held by the Debtors as of the Effective Date (including the Minimum Trust Funding") (other than the Non-Contributed Assets), which shall be treated as transferred to and beneficially owned by the Liquidation Trust as of the Effective Date.

119. "***Liquidation Trust Beneficiaries***" means the Holders of Allowed General Unsecured Claims, Holders of Allowed Term Loan Claims, and, if applicable, Holders of Allowed Equipment Financing Agreement Deficiency Claims.

120. "***Liquidation Trust Expenses***" means the actual expenses (including any taxes imposed on or payable by the Liquidation Trust or in respect of the Liquidation Trust Assets and professional fees) incurred by the Liquidation Trust, any professionals retained by the Liquidation Trust, and any additional amount determined to be necessary by the Liquidation Trustee to adequately reserve for the operating expenses of the Liquidation Trust that shall be paid out of the Liquidation Trust Assets.

121. "***Liquidation Trust Interests***" means, together, the Series A Liquidation Trust Interests and the Series B Liquidation Trust Interests.

122. "***Liquidation Trust Oversight Board***" means a four-member board with membership appointed by the Committee on the Effective Date, one member of which shall be the Term Loan Agent, pursuant to the Liquidation Trust Agreement.

123. "***Liquidation Trustee***" means Thomas A. Pitta.

124. "***Minimum Trust Funding***" means no less than $550,000 in Cash.

125. "***NFS***" means NFS Leasing, Inc.

126. "***NFS Collateral***" means certain collateral and all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising under the NFS Financing Agreement.

127. "***NFS Financing Agreement***" means that certain *Master Equipment Lease* dated as of November 22, 2021 by and between NFS and Lux Vending, LLC (n/k/a Bitcoin Depot Operating) (as amended or otherwise modified prior to the Petition Date).

128. "***NFS Liens***" means NFS's asserted security interest in, and lien on the NFS Collateral.

129. "***Non-Contributed Asset***" means (i) property of any Debtor's Estate that is abandoned under section 554 of the 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.

130. "***Non-Debtor Affiliates***" means Brazil BTM Limitada; BTM Solutions India Privat Ltd.; NZ BTM Ltd.; AUS BTM Pty. Ltd.; UK BTM Ltd.; HK BTM Ltd.; and Bitcoin Depot, S.de.R.L. de C.V.

131. "***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.

132. "***Non-Voting Classes***" means all Classes under this Combined Disclosure Statement and Plan other than Classes 3, 4, and 5.

133. "***Notice of Adjournment of Auction***" means, together, the *Notice of Adjournment of Auction for the Sale of the Debtors' Assets Free and Clear of any and all Claims, Interests, and Encumbrances* [Docket No. 313], and any other subsequent notices filed on the docket of the Bankruptcy Court further adjourning the Auction.

134. "***Notice of Non-Voting Status***" means the notice to Holders of Claims or Interests not entitled to vote on this Combined Disclosure Statement and Plan informing those Holders of their non-voting status.

135. "***Notice of Winning Bidder***" has the meaning set forth in the Bidding Procedures Order.

136. "***Opt-Out Deadline***" means July 30, 2026 at 5:00 p.m. (prevailing Central Time).

137. "***Opt-Out Form***" means the form received by Holders of Claims and Interests who receive a Notice of Non-Voting Status that allows such Holders to opt out of the releases provided and disclosed in the Combined Disclosure Statement and Plan.

138. "***Order***" means an order or judgment of the Bankruptcy Court as entered on the Docket.

139. "***Other Priority Claims***" means any Claim that is: (a) entitled to priority of payment under section 507(a) of the Bankruptcy Code other than an Administrative Claim or a Priority Tax Claim; or (b) secured by a CCAA Court-ordered charge on the Canadian Assets in the Canadian Proceedings.

140. "***Other Priority Claims Reserve Amount***" means the estimated amount to be distributed in payment of Allowed Other Priority Claims.

141. "***Person***" has the meaning set forth in section 101(41) of the Bankruptcy Code.

142. "***Petition Date***" means the date on which each Debtor filed its voluntary petition for relief commencing the Chapter 11 Cases.

143. "***Plan Objection Deadline***" means the date the Bankruptcy Court establishes as the deadline to File an objection to Confirmation of the Combined Disclosure Statement and Plan.

144. "***Plan Supplement***" means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Combined Disclosure Statement and Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors no later than seven (7) days before the Plan Objection Deadline (*provided*, *however,* that the identity of the Released Parties will be filed no later than July 7, 2026), including the following, as applicable: (a) the Schedule of Retained Causes of Action; (b) a schedule identifying the Non-Contributed Assets; (c) the Liquidation Trust Agreement; (d) the Schedule of Retained Executory Contracts and Unexpired Leases; (d) the Liquidation Analysis; (e) a summary of the findings of the Investigation Subcommittee; (f) the identity of the Released Parties; (g) the identity of, and the proposed compensation to be paid to, the Liquidation Trustee; (h) and the Term Loan Settlement Term Sheet.

145. "***Post-Confirmation Report***" means post-confirmation reports in accordance with the U.S. Trustee's Region 7 Guidelines for Debtors-in-Possession.

146. "***Portage Point***" means Triple P TRS, LLC.

147. "***Priority Tax Claim***" means a Claim held by a Governmental Unit of the kind entitled to priority of payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

148. "***Priority Tax Claims Reserve Amount***" means the estimated amount to be distributed in payment of Allowed Priority Tax Claims.

149. "***Pro Rata***" means the proportion that an Allowed Claim in Classes 4, and 5 for each Debtor bears to the aggregate amount of all Allowed Claims in such Classes for each such Debtor. Until all Disputed Claims in a Class are resolved, Disputed Claims shall be treated as Allowed Claims in their face amount for purposes of calculating *Pro Rata* distributions of property to Holders of Allowed Claims in such Class, and Disputed Claims that do not specify an amount shall be treated as Allowed Claims in an amount to be determined in the reasonable discretion of the Debtors or the Liquidation Trustee, as applicable, for purposes of calculating *Pro Rata* distributions of property to Holders of Allowed Claims in such Class.

150. "***Professional***" means any professional Person employed in the Chapter 11 Case pursuant to section 327, 328 or 1103 of the Bankruptcy Code pursuant to an Order of the Bankruptcy Court and to be compensated for services rendered pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code.

151. "***Professional Claim***" means a Claim by a professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code to the extent such fees and expenses have not been paid pursuant to the Interim Compensation Order or any order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Allowed Professional Claim.

152. "***Professional Claim Reserve Amount***" means 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 Debtors as set forth in Article III.D of the Combined Disclosure Statement and Plan.

153. "***Professional Fee Escrow Account***" means the escrow account at Kroll the Debtors were authorized and directed to fund pursuant to the Cash Collateral Orders for the sole purpose of reserving for and paying unpaid Allowed Professional Claims which will be funded by the Debtors with Cash as soon as possible after Confirmation and not later than the Effective Date in an amount equal to the Professional Claim Reserve Amount. For the avoidance of doubt, (i) to the extent that the Professional Fee Escrow Account is not sufficient to satisfy in full all Allowed Professional Claims, such Allowed Professional Claims shall nevertheless be paid in full in Cash by the Liquidation Trustee from other available Cash in the Claims Reserve prior to making any distributions to the Holders of Allowed Claims, and (ii) any fees and expenses by Professionals in connection with preparing fee applications shall be paid by the Liquidation Trustee from the

Professional Fee Escrow Account or, if exhausted, from other available Cash in the Claims Reserve prior to making any distributions to the Holders of Allowed Claims.

154. "***Proof of Claim***" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

155. "***Purchaser***" means any Entity or Entities which will acquire any Assets in connection with a 363 Asset Sale.

156. "***Rejection Damages Bar Date***" means the deadline to File a Proof of Claim for damages relating to the rejection of an Executory Contract or Unexpired Lease, which, pursuant to the Bar Date Order, is the later of: (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) 5:00 p.m. (prevailing Central Time) on the date that is 30 days after the effective date of rejection of any executory contracts or unexpired leases of the Debtors and/or abandonment of property in connection therewith.

157. "***Related Party***" means, with respect to any Entity, such Entity's predecessors, successors, assigns, and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective managed accounts or funds or investment vehicles, and each of their respective current and former direct and indirect equity holders, officers, directors, managers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, in each case acting in such capacity.

158. "***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 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 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.

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

160. "***Restructuring Committee***" means the special committee of the board of directors of Bitcoin Depot, consisting of Alex Holmes and Ivona Smith, which Restructuring Committee is tasked with, among other things, advising the full Board on matters related to the evaluation of Bitcoin Depot's strategic alternatives and approving conflict matters.

161. "***Retained Causes of Action***" means those Causes of Action identified on the Schedule of Retained Causes of Action. The Retained Causes of Action will not include any Acquired Assets or claims or Causes of Action released pursuant to the Combined Disclosure Statement and Plan or by separate agreement of the Debtors and approval of the Bankruptcy Court.

162. "***Retained Executory Contracts and Unexpired Leases***" means those Executory Contracts and Unexpired Leases identified on the Schedule of Retained Executory Contracts and Unexpired Leases. The Retained Executory Contracts and Unexpired Leases will not include any Acquired Assets.

163. "***Sale Objection Deadline***" means the deadline set by the Bankruptcy Court pursuant to the Bidding Procedures Order for parties in interest to object to any proposed 363 Asset Sale.

164. "***Sale Order***" means any Order approving the sale of the Acquired Assets.

165. "***Sales Process***" means, together, the sales process for the Debtors' Assets conducted pursuant to the Bidding Procedures Order.

166. "***Schedule of Retained Causes of Action***" means the schedule of Retained Causes of Action that are to be retained by the Debtors and the Estates and contributed to the Liquidation Trust, which schedule will be filed with the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

167. "***Schedule of Retained Executory Contracts and Unexpired Leases***" means the schedule of Retained Executory Contracts and Unexpired Leases that are to be retained by the Debtors and the Estates and vested in the Post-Sale Estates, which schedule will be filed with the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

168. "***Schedules***" means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial conformance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.

169. "***Second Interim Cash Collateral Order***" means the Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 184].

170. "***Secured***" means a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) otherwise Allowed pursuant to the Combined Disclosure Statement and Plan as a Secured Claim.

171. "***Senior Priority Liens***" means all enforceable, valid, perfected and unavoidable liens in existence immediately prior to the Petition Date or valid, enforceable and unavoidable liens in existence immediately prior to the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code, as determined by a Final Order (which may include the Final Cash Collateral Order or the Confirmation Order) or by agreement between the Holder of such Lien and the Debtors or the Liquidation Trustee, other than Term Loan Liens and Equipment Financing Liens.

172. "***Senior Priority Lien Claims***" means any Claims Secured by Senior Priority Liens.

173. "***Senior Priority Lien Claims Reserve Amount***" means the estimated amount to be distributed in payment of Allowed Senior Priority Lien Claims.

174. "***Series A Liquidation Trust Interests***" means the beneficial interests in the Liquidation Trust and rights with respect to the Liquidation Trust Assets to be distributed to the Holders of Allowed Term Loan Claims.

175. "***Series B Liquidation Trust Interests***" means the beneficial interests in the Liquidation Trust and rights with respect to the Liquidation Trust Assets to be distributed on a *Pro Rata* basis to the Holders of Allowed General Unsecured Claims and, if applicable, Holders of Allowed Equipment Financing Agreement Deficiency Claims.

176. "***Silverview***" means Silverview Credit Partners LP.

177. "***Solicitation Package***" means all ballots, notices, and other materials used by the Debtors in respect of the solicitation of votes to accept or reject the Combined Disclosure Statement and Plan.

178. "***Specified Released Parties***" means Brian Sweatt, Christopher Ryan, David Gray, and W. Alexander Holmes.

179. "***Statutory Fees***" means any fees due and payable pursuant to 28 U.S.C. § 1930, together with the statutory rate of interest set forth in 31 U.S.C. § 3717 to the extent applicable.

180. "***Subordinated Claim***" means any Claim, whether or not the subject of an existing lawsuit, (a) arising from rescission of a purchase or sale of any debt or equity securities of the Debtors issued as Interests existing immediately prior to the Effective Date; (b) for damages arising from the purchase or sale of any such security; (c) for violations of the securities laws, misrepresentations, or any similar claims arising from the purchase or sale of any such security, including, to the extent related to the foregoing or otherwise subject to subordination under section 510(b) of the Bankruptcy Code, any attorneys' fees, other charges, or costs incurred on account of the foregoing Claims; or (d) for reimbursement, contribution, or indemnification on account of any such Claim.

181. "***Tax***" means (a) any net income, alternative or add-on minimum, gross income, gross receipts, gross margin, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, escheat, unclaimed property or windfall, custom, duty or other tax, governmental fee or like assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other Person.

182. "***Tax Code***" means the Internal Revenue Code of 1986, as amended.

183. "***Term Loan Agent***" means Silverview.

184. "***Term Loan Agreement***" means that certain Second Amended and Restated Credit Agreement, dated as of November 1, 2024 (as amended or otherwise modified prior to the Petition Date), by and among (a) Term Loan Borrower, (b) HoldCo, (c) the subsidiary guarantors party thereto, (d) the Term Loan Lenders, and (e) the Term Loan Agent.

185. "***Term Loan Borrower***" means Kiosk HoldCo LLC.

186. "***Term Loan Claim***" means any Claim arising under, derived from, secured by, based on, or related to the Term Loan Facility or any other agreement, instrument, or document executed at any time in connection therewith, or any guaranty thereof.

187. "***Term Loan Documents***" means the Term Loan Agreement and Loan Documents (as defined in the Term Loan Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended or otherwise modified prior to the Petition Date.

188. "***Term Loan Facility***" means the credit facility evidenced by the Term Loan Documents.

189. "***Term Loan Lenders***" means the lenders from time-to-time party to the Term Loan Agreement.

190. "***Term Loan Secured Parties***" means the Term Loan Agent and the Term Loan Lenders.

191. "***Term Loan Settlement***" means the negotiated compromise between the Debtors, Term Loan Secured Parties, and Committee, resolving any Challenge(s) or potential Challenge(s) by the Debtors and/or the Committee.

192. "***Term Loan Settlement Amount***" means $500,000.

193. "***Term Loan Settlement Parties***" means the Debtors, the Term Loan Secured Parties, and the Committee.

194. "***Term Loan Settlement Term Sheet***" means the term sheet memorializing the Term Loan Settlement which will is attached as **Exhibit 1** to the Final Cash Collateral Order.

195. "***Third Interim Cash Collateral Order***" means the *Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 327].

196. "***Treasury Regulations***" means the treasury regulations promulgated under the Tax Code.

197. ***"UCC Settlement***" means the settlement reached by and between the UCC Settlement Parties as set forth herein.

198. "***UCC Settlement Parties***" means the Debtors and the Committee.

199. "***U.S.***." means the United States of America.

200. "***U.S. Trustee***" means the Office of the United States Trustee for the Southern District of Texas.

201. "***Unexpired Lease***" means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

202. "***Unimpaired***" means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

203. "***V&E***" means Vinson & Elkins LLP.

204. "***VFS***" means VFS LLC.

205. "***VFS Collateral***" means certain collateral and all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising under the VFS Financing Agreement.

206. "***VFS Financing Agreement***" means that certain *Master Equipment Finance Agreement* dated as of June 29, 2021 by and between VFS and Lux Vending, LLC (n/k/a Bitcoin Depot Operating) (as amended or otherwise modified prior to the Petition Date).

207. "***VFS Liens***" means VFS's asserted security interest in, and lien on the VFS Collateral.

208. "***Voting Deadline***" means July 30, 2026 at 5:00 p.m. (CT) (unless such time is extended by the Debtors).

209. "***Wind Down***" means the process following the Effective Date for (i) making distributions pursuant to the Combined Disclosure Statement and Plan; (ii) pursuing, settling, or abandoning Causes of Action; (iii) implementing the Dissolution Transactions; and (iv) winding-down, dissolving, and liquidating the Estates.

210. "***Wind Down Budget***" means the budget, which shall be reasonably satisfactory to the Committee, pursuant to which the Liquidation Trust shall (i) resolve all Disputed Claims, (ii) make all distributions to Holders of Allowed Claims in accordance with the terms of the Combined Disclosure Statement and Plan, (iii) implement the Wind Down; and (iv) otherwise implement the Combined Disclosure Statement and Plan and carry out its duties hereunder subject to and to the extent set forth in the Combined Disclosure Statement and Plan, the Confirmation Order, or any other Final Order of the Bankruptcy Court entered in connection therewith.

B. Rules of Interpretation.

For purposes hereof: (i) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (iii) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (iv) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (v) unless otherwise specified, all references herein to "***Articles***" are references to Articles hereof or hereto; (vi) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (vii) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Combined Disclosure Statement and Plan in its entirety rather than to a particular portion of the Combined Disclosure Statement and Plan; (viii) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Combined Disclosure Statement and Plan, the rights and obligations arising pursuant to the Combined Disclosure Statement and Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (ix) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Combined Disclosure Statement and Plan; (x) unless otherwise specified

herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (xi) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (xii) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's Docket; (xiii) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (xiv) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; (xv) references to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "Holders of Interests," "Disputed Interests," and the like, as applicable; (xvi) any immaterial effectuating provisions may be interpreted by the Debtors or the Liquidation Trustee in such a manner that is consistent with the overall purpose and intent of the Combined Disclosure Statement and Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (xvii) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

Dated: July 30, 2026

Bitcoin Depot Inc.,
on behalf of itself and all other Debtors

By: */s/ Thomas Studebaker*
Thomas Studebaker
Chief Restructuring Officer

This is Exhibit “H” 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)

DECLARATION OF THOMAS STUDEBAKER IN SUPPORT OF PLAN CONFIRMATION

I, Thomas Studebaker, declare the following under 28 U.S.C. § 1746:

1. I am the Chief Restructuring Officer ("***CRO***") of the above-captioned debtors and debtors in possession (collectively, the "***Debtors***"). In addition to serving as the Debtors' CRO, I am a Managing Director and Co-Head of Turnaround & Restructuring at Triple P TRS, LLC ("***Portage Point***"), a restructuring advisory firm. I am authorized to submit this declaration (the "***Declaration***") on behalf of the Debtors. I am over 21 years of age, and, if called upon to testify, I would testify competently to the facts and opinions set forth herein.

2. On May 17, 2026 (the "***Petition Date***"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "***Court***").

3. I submit this declaration in support of confirmation of the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 570] (as may be modified, amended, or supplemented, the "***Combined Disclosure Statement and Plan***" or,

[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.

separately in relevant parts, the "***Disclosure Statement***" or the "***Plan***," as applicable).[2] I have reviewed and am generally familiar with the terms and conditions of the Combined Disclosure Statement and Plan and the other documents comprising the Plan Supplement.

4. All facts and opinions set forth in this Declaration are based upon: (a) my knowledge of the Debtors' day-to-day operations, business and financial affairs, books and records, and employees; (b) information I learned from my review of relevant documents, including unaudited financial documents; (c) information supplied to me or verified by other members of the Debtors' management and third-party advisors and/or employees of Portage Point working directly with me or under my supervision, direction, or control on this matter; and/or (d) my experience, education, knowledge, and training concerning financial matters, restructurings, and the Debtors' industry generally. Unless otherwise indicated, any financial information contained in this Declaration is subject to change but is true and correct as of the date of this Declaration.

5. I previously submitted the *Declaration of Thomas Studebaker in Support of Chapter 11 Cases and First Day Motions* [Docket No. 23] (the "***First Day Declaration***") on May 18, 2026. The First Day Declaration, which I incorporate herein by reference in its entirety, sets forth background information, as of the Petition Date, about the Debtors, their ownership and capital structure, and the events leading to these Chapter 11 Cases.

THE SETTLEMENTS

6. Throughout the pendency of these Chapter 11 Cases, the Debtors have worked to structure the Combined Disclosure Statement and Plan in a manner that will optimize value for

[2] Capitalized terms used but not defined in this Declaration shall have the meanings ascribed to such terms in the Combined Disclosure Statement and Plan.

their Estates and stakeholders. The Debtors have negotiated extensively with and incorporated feedback from the Term Loan Secured Parties, the Committee, and other parties in interest regarding the terms of an orderly wind down following the closing of the 363 Asset Sales, including the proper structure and funding for the Liquidation Trust. The Debtors have also negotiated with the Term Loan Secured Parties and the Committee regarding two settlement agreements that, among other things, resolve all disputes among such parties in connection with confirmation of the Plan, the Wind Down of the Debtors' Estates, and the funding and administration of the Liquidation Trust. In July 2026, following extensive, arm's-length, and good-faith negotiations, the Debtors, the Term Loan Secured Parties, and the Committee (collectively, the "***Settlement Parties***") reached agreement on the terms of two settlements: the Term Loan Settlement and the UCC Settlement (together, the "***Settlements***"). The Plan effectuates the Settlements by memorializing certain valuable consideration that was agreed to by the Settlement Parties in exchange for, among other things, the releases of certain Claims and support for the Plan. The Settlements pave the way for an efficient exit from these Chapter 11 Cases, a particularly valuable result given the Debtors' limited liquidity.

7. Under the UCC Settlement between the Debtors and the Committee, among other things, the Settlement Parties agreed to the amount of the Minimum Trust Funding, the funding of the Claims Reserve, and the continued cooperation of the Specified Released Parties in exchange for a standstill by the Committee on any potential disputes and the Committee's support of confirmation of the Combined Disclosure Statement and Plan, as further set forth in the Combined Disclosure Statement and Plan.

8. Key terms of the UCC Settlement, which are incorporated into the Plan, include:

- The funding for the Liquidation Trust to be established by the Plan for the benefit of Holders of Claims in Classes 3, 4, and 5, subject to the liquidation

preference described below, with such funding to be provided by the Effective Date in an amount of no less than $550,000 in Cash.

- Through the Cooperation Covenant, the Specified Released Parties agreed to be available to assist the Liquidation Trustee in the administration of the Liquidation Trust Assets within the parameters set forth in the Combined Disclosure Statement and Plan in exchange for the Non-Debtor Releases, as that term applies to the Specified Released Parties.

- The Liquidation Trust will be administered by a trustee selected by the Committee and will be overseen by a four-member Liquidation Trust Oversight Board.

9. Additionally, under the Term Loan Settlement, the Settlement Parties have agreed to the treatment of the Term Loan Secured Parties' claim with respect to an exit fee asserted under the Term Loan Agreement.

10. Key terms of the Term Loan Settlement, which are incorporated into the Plan, include:

- The Term Loan Secured Parties' claims under the Term Loan Agreement will be allowed in full as a secured claim.

- The Term Loan Secured Parties will be paid $14,018,139.60 upon expiration of the Non-Debtor Challenge Period (as defined in the Final Cash Collateral Order).

- Upon the Effective Date of the Plan, approximately $3.1 million of Silverview's allowed claim—which corresponds to the exit fee—shall be entitled to (i) a payment of approximately $500,000 and (ii) additional distributions based on the amount of net litigation recoveries realized by the Liquidation Trust (i.e., a liquidation preference) via the Series A Liquidation Trust Interests.

- The Debtors retain $2.6 million in cash which will be used to help pay administrative and priority claims as required under the Plan.

- The Term Loan Secured Parties will be entitled to one of four seats on the Liquidation Trust Oversight Board.

11. The Settlements were negotiated, proposed, and entered into by the Settlement Parties at arm's length, after significant negotiations. From my role and first-hand participation in these and related discussions, it appeared to me that the parties were operating in good faith, and I

have seen no evidence of collusion or fraud. Those negotiations were hard fought over the course of several weeks.

12. For all of the above reasons, I believe that each Settlement represents a fair and reasonable compromise that is in the best interests of the Debtors, their Estates, and all of the Debtors' stakeholders. The Settlements resolve legal issues that are subject to potentially expensive and time-consuming litigation with uncertain outcomes, and pave the way for an efficient exit from these Chapter 11 Cases. All of this will directly benefit the Debtors' Estates and all parties in interest. Therefore, based on my business judgment, I believe that the Settlements are reasonable and appropriate given the facts and circumstances of these Chapter 11 Cases.

PLAN CONFIRMATION

A. The Plan and the Debtors Comply with the Bankruptcy Code (Sections 1129(a)(1)-(2)).

13. I understand that the Bankruptcy Code requires the Plan and the Debtors to comply with applicable provisions of the Bankruptcy Code. The Debtors retained competent and capable professionals to ensure this was the case, and I believe they have done so.

B. The Plan Satisfies the Confirmation Requirements (Section 1122).

14. I understand that, under section 1122 of the Bankruptcy Code, "a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class."

15. The Plan designates Claims against and Interests in the Debtors into nine Classes that correspond to the Debtors' prepetition capital structure, as set forth in Article IV of the Combined Disclosure Statement and Plan. I believe that the Plan satisfies this requirement because there are valid business, legal, and factual reasons that justify the separate classification of the particular Claims and Interests into the Classes created under the Plan. I believe that each of the

Claims and Interests in each particular Class is substantially similar to the other Claims and Interests in such Class.

C. The Discretionary Contents of the Plan are Appropriate (Section 1123(b)).

16. I understand that, in addition to the provisions required by section 1123(a) of the Bankruptcy Code, the Plan also contains numerous provisions permitted by section 1123(b) of the Bankruptcy Code. I submit that each such provision of the Plan is consistent with section 1123(b). In particular, as discussed further below, I understand that the Plan includes certain releases by the Debtors and their Estates, as well as certain release, exculpation, and injunction provisions that I believe are an integral part of the overall compromise contained in the Plan and were agreed upon following extended arm's-length negotiations among the Settlement Parties.

D. The Plan is Proposed in Good Faith (Section 1129(a)(3)).

17. Since the Petition Date, the Debtors and their advisors have effectuated the Sales Process in order to find value-maximizing transactions. Immediately prior to the Petition Date, the Board delegated authority to the Restructuring Committee to consider, evaluate, analyze, negotiate, and approve any potential transaction, including sale transactions, related to the evaluation of the Debtors' strategic alternatives. In my role as CRO I was involved in the overseeing the Sales Process and conferred frequently with the members of the Restructuring Committee and with Hilco during the pendency of these Chapter 11 Cases.

18. Throughout these Chapter 11 Cases, the Debtors negotiated extensively with the Term Loan Secured Parties and the Committee regarding an orderly wind down following the closing of the 363 Asset Sales. The Debtors also negotiated with the Term Loan Secured Parties and the Committee regarding the Settlements which, among other things, resolve all disputes among such parties in connection with confirmation of the Plan and the funding and administration of the Liquidation Trust while also mitigating potential value-destructive litigation among the

Debtors' key stakeholders. The parties were ultimately able to reach agreement on the terms reflected in the Settlements and embodied in the Plan. The Debtors' largest stakeholders have shown their support for the Plan by, among other things (a) supporting the Sales Process (both the initial and subsequent rounds of same) and the resulting 363 Asset Sales, and (b) voting unanimously to accept the Plan.

19. The Debtors conducted the Sales Process to determine the best value-maximizing transactions available in the market in the good faith interest of all stakeholders. Notably, the Bidding Procedures contained a "fiduciary out" provision that permitted the Debtors and their board of directors, in the exercise of their fiduciary duties to the Estates, to consider alternative proposals or transactions that would maximize recovery for all stakeholders. Pursuant to the Bidding Procedures, the Debtors and their advisors conducted two rounds of bidding on the Debtors' Assets, resulting in ten 363 Asset Sales reflecting approximately $1,800,000 in value to the Estates which were approved by the Court. The Debtors and their advisors continue to work extensively to close the 363 Asset Sales and transition the sold Assets to the applicable purchasers.

20. I also submit that the mechanism set forth in the Plan to monetize the Retained Causes of Action against the Non-Released Parties and facilitate an orderly wind down of the remaining Assets of the Debtors' Estates following the 363 Asset Sales provides a mechanism for the Debtors to efficiently maximize value for all stakeholders.

21. In sum, the Plan incorporates the terms of the Settlements and is the result of extensive, arm's-length, and good-faith negotiations between the Debtors and the other Settlement Parties, all of whom I observed to be acting in good faith at all times. I believe that the Plan and the Settlements are the best compromise available considering the realities of the Debtors' capital structure and the terms of the Settlements. The Plan was developed, negotiated, solicited, and is

presented to the Court in the utmost good faith and the terms of the Plan achieve an outcome that is fundamentally fair to all stakeholders. The support of all major creditor constituents for the Plan further evidences the Debtors' good faith in proposing the Plan.

22. It is also my view, based upon my observations and close involvement in these Chapter 11 Cases, that the Debtors, their management team, and the Released Parties affiliated with the Debtors or representatives of the Debtors upheld their fiduciary duties to stakeholders and protected all of the Debtors' constituents fairly throughout the pendency of these Chapter 11 Cases (including during the Sales Process).

23. For all of the foregoing reasons, I believe that the Debtors have proposed the Plan in good faith and not by any means forbidden by law.

E. Required Fee Approvals Will Be Obtained (Section 1129(a)(4)).

24. All payments for services rendered and reimbursement of expenses incurred by Professionals during these Chapter 11 Cases have been or will be approved by this Court. The Debtors do not intend to make any payments to the Professionals without Court approval, if such approval is required. Specifically, Article III.D of the Combined Disclosure Statement and Plan provides that the Court shall determine the Allowed amounts of Professional Claims after the filing of final fee applications and notice and opportunity for a hearing.

F. Required Governance Disclosures Will Be Made (Section 1129(a)(5)).

25. The Plan Supplement includes the Liquidation Trust Agreement and identifies the proposed Liquidation Trustee and the proposed compensation to be paid to the Liquidation Trustee. The Plan provides that the Liquidation Trust will be overseen by the Liquidation Trust Oversight Board.

26. I understand that, on the Effective Date, the term of the current members of the Debtors' board of directors and / or board of managers, as well as all officers of the Debtors, expire

automatically and each person serving as a director, manager, or officer of the Debtors shall be removed and shall automatically be deemed to have resigned. Consistent with Article V.E of the Plan, each of the Debtors will cease to exist effective as of the Effective Date or shortly thereafter upon completion of the Wind Down.

G. No Rate Approvals are Required (Section 1129(a)(6)).

27. There is no governmental regulatory commission with jurisdiction over the rates of the Debtors and the Plan does not provide for any such rate change.

H. The Plan Satisfies the Best Interests Test (Section 1129(a)(7)).

28. I understand from the Debtors' counsel and my personal experience that, in order to satisfy the "best interests" test under section 1129(a)(7) of the Bankruptcy Code, a debtor must demonstrate that each holder of a claim or interest in an impaired class has either (a) accepted the proposed plan or (b) will receive at least as much value under the proposed plan as such holder would receive in a hypothetical chapter 7 liquidation.

29. I oversaw the Debtors' hypothetical, reasonable, and good-faith estimate of the proceeds that would be generated under the Combined Disclosure Statement and Plan, as compared to the proceeds that would be realized if the Debtors were to liquidate under chapter 7 of the Bankruptcy Code. The Liquidation Analysis was prepared by the Debtors, with the assistance of Portage Point and their other advisors, and is attached as Exhibit D to the Plan Supplement. The Liquidation Analysis was prepared 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 of August 10, 2026 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 assumes that the Conversion Date is a reasonable proxy for the anticipated Effective Date, and the pro forma values referenced therein are projected as of the Conversion Date and utilize the Debtors' forecasted cash flows over the projection period.

30. In connection with the Liquidation Analysis, I assisted in developing the estimates of future recoveries and wind down costs based on my experience and the advice of the Debtors' advisors. As set forth in the Liquidation Analysis, many of the Debtors' Assets were sold pursuant to the 363 Asset Sales, and the Liquidation Analysis reflects estimated asset recoveries and distributions from the remaining post-Effective Date proceeds in both scenarios. In the event of a chapter 7 liquidation, the Liquidation Analysis assumes that the Court would appoint a chapter 7 trustee to oversee the liquidation of the Debtors' Estates, and that such trustee would incur additional costs—including statutory trustee fees computed per section 326(a) of the Bankruptcy Code, a premium on professional fees reflecting one-time conversion costs and the absence of institutional knowledge of the Estates, and higher wind down costs arising from the chapter 7 trustee's need to independently diligence 363 Asset Sale post-closing obligations and determine the treatment of the remaining Assets. I also believe the Liquidation Trustee will be more effective in prosecuting the Retained Causes of Action against the Non-Released Parties than a chapter 7 trustee would be under the circumstances. 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 is critical to maximizing the value that may be recoverable in connection with the Retained Causes of Action.

31. The Liquidation Analysis is based on a variety of assumptions, which are described in detail in the Liquidation Analysis and the notes therein. I believe that the Liquidation Analysis, and the assumptions and conclusions set forth therein, are fair and represent the best judgment of Portage Point and the Debtors regarding the results of a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The Liquidation Analysis demonstrates that each Holder of a Claim in an Impaired Class 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, I submit that the "best interests" test has been met.

I. Under Section 1129(b), the Plan can be Confirmed Notwithstanding Section 1129(a)(8).

32. The Plan separately classifies Claims and Interests against each Debtor (as applicable) as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Senior Priority Lien Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Term Loan Claims	Impaired	Entitled to Vote
Class 4	Equipment Financing Agreement Claims	Impaired	Entitled to Vote
Class 5	General Unsecured Claims	Impaired	Entitled to Vote
Class 6	Intercompany Claims	Unimpaired/Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
Class 7	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 8	Intercompany Interests	Unimpaired/Impaired	Not Entitled to Vote (Presumed to

Class	Claims and Interests	Status	Voting Rights
			Accept or Deemed to Reject)
Class 9	Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

33. I believe that (a) the Claims and Interests in each particular Class for each Debtor are substantially similar to all other Claims and Interests in the same Class for such Debtor, and (b) the Claims and Interests in each Class for each Debtor receive the same treatment under the Plan, unless the Holder of a particular Claim or Interest has agreed to less favorable treatment, and (c) as to all Claims and Interests, similarly situated Claims are treated the same or there is a reasonable basis for any disparate treatment.

34. Class 1 (Senior Priority Lien Claims) and Class 2 (Other Priority Claims) are Unimpaired under the Plan, and I understand they are presumed to accept the Plan. I further understand that Holders of Claims in Class 3 (Term Loan Claims), Class 4 (Equipment Financing Agreement Claims), and Class 5 (General Unsecured Claims) are Impaired and were entitled to vote to accept or reject the Plan. Holders of Claims and Interests in Class 6 (Intercompany Claims) and Class 8 (Intercompany Interests) are either Unimpaired and presumed to accept the Plan or Impaired and deemed to reject the Plan, and Holders of Claims and Interests in Class 7 (Subordinated Claims), and Class 9 (Equity Interests) are Impaired and deemed to reject the Plan.

35. As to all Classes that are deemed to reject the Plan, including without limitation Class 6 (Intercompany Claims), Class 7 (Subordinated Claims), Class 8 (Intercompany Interests), and Class 9 (Equity Interests), no Holder of any Claim or Interest that is junior to the Claims or Interests of such Classes will receive or retain under the Plan on account of its junior Claim or Interest any property. Moreover, as to all Classes that are deemed to reject the Plan, no Holder of any Claims in a senior Class will receive more than 100% on account of its Allowed Claims.

36. Although treatment of Class 6 (Intercompany Claims) is different than Class 5 (General Unsecured Claims), I believe this is reasonable because the Intercompany Claims are owed among the Debtors, and the Debtors are being dissolved under the Plan, while Holders of Allowed Class 5 General Unsecured Claims will receive their Pro Rata share of the Series B Liquidation Trust Interests, which was negotiated as part of the UCC Settlement.

J. Administrative and Priority Claims Will be Satisfied (Section 1129(a)(9)).

37. I understand that all Administrative Claims and Priority Claims against the Debtors and their Estates will be satisfied under the terms of the Plan from the Claims Reserve and/or from the Professional Claim Reserve Amount. *See* Article III of the Plan.

K. At Least One Impaired Class of Claims Has Accepted the Plan (Section 1129(a)(10)).

38. I understand that Class 3 (Term Loan Claims), Class 4 (Equipment Financing Agreement Claims), and Class 5 (General Unsecured Claims) are Impaired and were entitled to vote to accept or reject the Plan. Each of these Classes has voted to accept the Plan.

L. The Plan is Feasible (Section 1129(a)(11)).

39. Because the Plan provides for the orderly liquidation of the Debtors' Assets, I do not believe that confirmation is likely to be followed by further financial reorganization of the Debtors. Among other things, I believe the Plan is feasible because it contemplates the distribution of the Cash proceeds of the 363 Asset Sales to the Holders of Allowed Claims in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan. Any Assets remaining in the Debtors' Estates as of the Effective Date, other than Non-Contributed Assets, will vest in the Liquidation Trust for the purpose of winding down the Estates pursuant to the Plan. As demonstrated by the Claims Reserve and the various other reserves to be established pursuant to the terms of the Plan, the Liquidation Trustee will have sufficient Assets to pay Allowed

Administrative Claims and Other Priority Claims in accordance with the Plan and to make the other distributions contemplated by the Plan. The Minimum Trust Funding of $550,000 in cash to be paid into the Liquidation Trust on the Effective Date also ensures that the Liquidation Trust will have the funds necessary to achieve its objectives.

M. U.S. Trustee Fees Are Current (Section 1129(a)(12)).

40. The Debtors are current on their payments to the U.S. Trustee. The Debtors intend to pay any and all additional fees payable to the U.S. Trustee as and when due and payable. I understand that additional fees payable after the Effective Date will be paid by the Liquidation Trustee on behalf of the Liquidation Trust until the closing of the Chapter 11 Cases, and I believe the Minimum Trust Funding and the Claims Reserve are sufficient to pay such amounts.

N. Remaining Confirmation Requirements are Inapplicable (Sections 1129(a)(13)-(16)).

41. The Debtors do not currently have any employees that are receiving retirement benefits from the Debtors. The Debtors are not individuals, non-profit entities, or trusts.

O. The Plan is Not for Tax or Securities Avoidance (Section 1129(d)).

42. The principal purpose of the Plan is not to avoid taxes or the application of section 5 of the Securities Act.

P. The Releases, Settlements, Exculpations, and Injunctions in the Plan Are Appropriate and Should Be Approved.

43. I am aware that the Plan includes certain releases, exculpations, and injunctions (collectively, the "***Release, Exculpation, and Injunction Provisions***"). More specifically:

a. Article IX.B of the Plan describes certain releases granted by the Debtors and their Estates to each Released Party relating to, among other things, the Debtors (including the management, ownership, or operation thereof), the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims actually asserted and pursued against the Debtors), the Combined Disclosure Statement and Plan, the Cash

Collateral Orders, any 363 Asset Sale, the Canadian Proceedings, or the Chapter 11 Cases (the "***Debtor Releases***");

b. Article IX.C of the Plan provides for a consensual release of any and all Claims and Causes of Action of certain non-Debtor Holders of Claims and Interests (collectively, as defined in the Plan, the "***Releasing Parties***") against the Released Parties relating to the Debtors (including the management, ownership, or operation thereof), the Term Loan Facility, the Equipment Financing Agreements, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims actually asserted and pursued against the Debtors), the Combined Disclosure Statement and Plan, the Cash Collateral Orders, any 363 Asset Sale, the Canadian Proceedings, or the Chapter 11 Cases (collectively, the "***Releases***");

c. Article IX.D of the Plan contains a release and exculpation for certain Exculpated Parties for claims arising out of or relating to these Chapter 11 Cases, the Canadian Proceedings, and the negotiation and pursuit of, among other things, the Debtors' in- or out-of-court restructuring efforts, the formulation, preparation, dissemination, negotiation, or filing of the Cash Collateral Orders, the Combined Disclosure Statement and Plan, any 363 Asset Sale, the Plan Supplement, the related agreements, instruments, and other documents, the filing of these Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, including the distribution of property under the Plan, or any other related agreement (the "***Exculpation***"), which carves out any acts or omissions that are determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence; and

d. Article IX.E of the Plan permanently enjoins certain holders of Claims and Interests from bringing any actions against Exculpated Parties (the "***Injunction***").

44. The Release, Exculpation, and Injunction Provisions are integral components of the Plan which were expressly bargained for at arm's length in the negotiations regarding the Settlements. In particular, the Releases by the Releasing Parties against the Released Parties were a critical element in the Settlements reached under the Plan. The Plan was the product of good-faith and arm's-length negotiations among the Debtors, the Term Loan Secured Parties, and the Committee. The Releases facilitated participation in both the Plan and these Chapter 11 Cases and were critical in incentivizing the parties to support the Plan. As such, the Releases were a core negotiation point and appropriately offer certain protections to parties that constructively

participated in the restructuring process, and the Releases are structured such that each side provides consideration to and benefits from the Releases.

45. I further believe that the exculpation for certain Exculpated Parties in Article IX.D of the Combined Disclosure Statement and Plan is appropriate given its narrow scope and the carve-out for actual fraud, willful misconduct, and gross negligence, and that the injunction in Article IX.E of the Combined Disclosure Statement and Plan is similarly appropriate as it is narrowly tailored to implement, preserve, and enforce the Debtor Releases, the Releases, and the Exculpation.

46. I believe that the Release, Exculpation, and Injunction Provisions will best position the Liquidation Trust and the Liquidation Trustee to maximize value for its beneficiaries. For that reason and others, I believe these provisions will benefit the Debtors and their stakeholders and are appropriate under the circumstances.

Q. Good Cause Exists to Waive the Stay of the Confirmation Order.

47. I believe good cause exists for waiving and eliminating any stay of the proposed Confirmation Order pursuant to Bankruptcy Rules 3020, 6004, and 6006 so that the proposed Confirmation Order will be effective immediately upon its entry. These Chapter 11 Cases and the Plan have been negotiated and implemented in good faith and with a high degree of transparency and public dissemination of information. The Debtors have undertaken great efforts to efficiently close the 363 Asset Sales and effectuate an orderly wind down. Each day that the Debtors remain in chapter 11 they incur significant administrative and professional costs which will be significantly reduced if the Debtors emerge expeditiously, and it is important that they do so given their limited liquidity.

48. For these reasons, the Debtors, their advisors, and other key constituents are working to expedite the Debtors' entry into and consummation of the documents and transactions

related to the Plan so that the Effective Date of the Plan may occur as soon as possible after the Confirmation Date. Accordingly, I believe that good cause exists to waive the stay of the Confirmation Order so that the proposed Confirmation Order may be effective immediately upon its entry.

CONCLUSION

49. It is my belief that there are benefits to the Debtors of quickly consummating the Plan. In particular, I believe that a quick exit from bankruptcy is in the best interests of the Debtors, the Liquidation Trust, and their stakeholders because such emergence will reduce the administrative costs on the Debtors, enable the Liquidation Trustee to efficiently implement the Wind Down, and reduce uncertainty for all stakeholders.

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

Executed on August 4, 2026

/s/ Thomas Studebaker
Thomas Studebaker
Chief Restructuring Officer
Bitcoin Depot Inc., on behalf of itself and all other Debtors

This is Exhibit "I" 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)

DECLARATION OF ALEX ORCHOWSKI OF KROLL RESTRUCTURING ADMINISTRATION LLC REGARDING THE SOLICITATION OF VOTES AND TABULATION OF BALLOTS CAST ON THE DEBTORS' FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION

I, Alex Orchwoski, declare, under the penalty of perjury, that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Director of Restructuring Administration at Kroll Restructuring Administration LLC ("***Kroll***"), located at 1 World Trade Center, 31st Floor, New York, New York 10007. I am over the age of eighteen and not a party to the above-captioned action.

2. I submit this declaration (this "***Declaration***") with respect to the solicitation of votes and the tabulation of ballots cast on the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation,* dated June 24, 2026 [Docket No. 329] (as may be amended, supplemented, or modified from time to time, 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] All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Combined Disclosure Statement and Plan or Combined Disclosure Statement Order (as defined below).

3. Except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision, and my review of relevant documents. I am authorized to submit this Declaration on behalf of Kroll. If I were called to testify, I could and would testify competently as to the facts set forth herein.

4. This Court authorized Kroll's retention as the claims, noticing and solicitation agent to the above-captioned debtors and debtors in possession (collectively, the "***Debtors***") pursuant to the *Order Authorizing the Employment and Retention of Kroll Restructuring Administration as Claims, Noticing, and Solicitation Agent*, dated May 18, 2026 [Docket No. 9] (the "***Retention Order***"). The Retention Order authorizes Kroll to assist the Debtors with, among other things, the service of solicitation materials and tabulation of votes cast to accept or reject the Combined Disclosure Statement and Plan. Kroll and its employees have considerable experience in soliciting and tabulating votes to accept or reject chapter 11 plans.

Service and Transmittal of Solicitation Packages and the Tabulation Process

5. Pursuant to *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,* dated June 25, 2026 [Docket No. 332] (the "***Combined Disclosure Statement Order***"), this Bankruptcy Court approved the procedures to solicit votes from and tabulate Ballots submitted by Holders of Claims entitled to vote on the Combined Disclosure Statement and Plan (the "***Solicitation Procedures***").

6. Kroll adhered to the Solicitation Procedures outlined in the Combined Disclosure Statement Order and distributed (or caused to be distributed) Solicitation Packages (including

Ballots) to parties entitled to vote on the Combined Disclosure Statement and Plan. I supervised the solicitation and tabulation services performed by Kroll's employees.

7. The Solicitation Procedures established June 22, 2026, as the record date (the "***Voting Record Date***") for determining which Holders were entitled to vote on the Combined Disclosure Statement and Plan. Pursuant to the Combined Disclosure Statement and Plan and the Solicitation Procedures, only Holders as of the Voting Record Date in the following classes were entitled to vote to accept or reject the Combined Disclosure Statement and Plan (collectively, the "***Voting Classes***"):

Plan Class	Class Description
3	Term Loan Claims
4	Equipment Financing Agreement Claims
5	General Unsecured Claims

Because the Combined Disclosure Statement and Plan does not contemplate substantive consolidation for voting purposes, the voting results for each of the Voting Classes are reported as separate subclasses for each of the applicable Debtors. No other classes were entitled to vote on the Combined Disclosure Statement and Plan, and the remaining Classes (1, 2, 7, and 9) comprise the "***Non-Voting Classes***".

8. Kroll worked closely with the 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. A detailed description of Kroll's distribution of Solicitation Packages,

Combined Hearing Notices, and Notices of Non-Voting Status is set forth in the *Affidavit of Service of Solicitation Materials*, which was filed with this Court on August 4, 2026 [Docket No. 587].

9. Further, in accordance with the Solicitation Procedures, Kroll received, reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the Combined Disclosure Statement and Plan. Each Ballot submitted to Kroll was date-stamped, scanned (if submitted on paper), assigned a ballot number, entered into Kroll's voting database, and processed in accordance with the Solicitation Procedures. To be included in the tabulation results as valid (among other requirements), a Ballot must have been (a) properly completed pursuant to the Solicitation Procedures, (b) executed by the relevant Holder entitled to vote on the Combined Plan and Disclosure Statement (or such Holder's authorized representative), (c) returned to Kroll via an approved method of delivery set forth in the Solicitation Procedures, and (d) received by Kroll on July 30, 2026 at 5:00 PM (Prevailing Central Time) (the "***Voting Deadline***").

10. 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.

11. The final tabulation of votes cast by timely and properly completed Ballots received by Kroll is attached hereto as **Exhibit A**.

12. A report of all Ballots excluded from the final tabulation prepared by Kroll, and the reason(s) for the exclusion of such Ballots, is attached hereto as **Exhibit B**.

13. 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 (the "***Releases***") contained in the Combined Disclosure Statement and Plan. A report of the foregoing is attached hereto as **Exhibit C**. For the avoidance of doubt, this Declaration does not certify enforceability of any opt-out

election received by Kroll either via Ballot or Notice of Non-Voting Status, and Kroll provides this information for reporting and informational purposes only.

To the best of my knowledge, information and belief, I declare under penalty of perjury that the foregoing information concerning the distribution, submission and final tabulation of Ballots in connection with the Combined Disclosure Statement and Plan is true and correct.

Dated: August 4, 2026

/s/ Alex Orchowski
Alex Orchowski
Director, Restructuring Administration
Kroll Restructuring Administration LLC

Exhibit A

Final Voting Tabulation

Bitcoin Depot Inc., *et al.*
Exhibit A - Voting Tabulation Summary

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
			%	%	%	%	
BT HoldCo LLC	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
			%	%	%	%	
BTM International Holdings 1 LLC	3	Term Loan 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.				
	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.				

Bitcoin Depot Inc., *et al.*
Exhibit A - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
BTM International Holdings II LLC	3	Term Loan 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.				
	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	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.				

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Cash Ramp LLC	3	Term Loan 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.				
	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.				

Bitcoin Depot Inc., *et al.*
Exhibit A - Voting Tabulation Summary

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%	

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Intuitive Software LLC	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
			%	%	%	%	
Kiosk Holdco LLC	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.				

Bitcoin Depot Inc., *et al.*
Exhibit A - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
Kiosk Technicians, LLC	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
			%	%	%	%	
Kutt, Inc.	3	Term Loan 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.				
	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
			%	%	%	%	
Lux Vending Kiosk, LLC	3	Term Loan 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.				
	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	1	0	$2,700.00	$0.00	ACCEPT
			100%	0%	100%	0%	

Bitcoin Depot Inc., *et al.*
Exhibit A - Voting Tabulation Summary

Debtor Name	Class	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result
			%	%	%	%	
MCA Services Group, LLC	3	Term Loan 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.				
	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**
			%	**%**	**%**	**%**	
Mintz Assets, 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.				

Exhibit B

Final Report of Excluded Ballots

Bitcoin Depot Inc., *et al.*
Exhibit B - Report of Ballots Excluded from Final Tabulation

Plan Class Number	Plan Class Name	Debtor	Name of Holder	Voting Amount	Accept / Reject	Reason(s) for Exclusion
5	General Unsecured Claims	Bitcoin Depot Inc.	Aulean, Gandy	$17,500.00	Accept	Duplicate of previously submitted, valid Ballot included in Final Tabulation; Ballot did not contain a signature
5	General Unsecured Claims	Bitcoin Depot Inc.	Beaven, Caroline Lisette	$5,758.53		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Inc.	Beltran, Alejandro	$1,000.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Inc.	Beverly, Anthony	$500.00	Reject	Ballot received after Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	Broick, Kylie	$600.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	BUTKOWSKI, KELLY STRICKER	$6,100.00	Accept	Superseded by later received, valid Ballot included in Final Tabulation
5	General Unsecured Claims	Bitcoin Depot Operating LLC	BUTKOWSKI, KELLY STRICKER	$6,100.00		Holder did not indicate vote to accept or reject the Plan; Superseded by later received, valid Ballot included in Final Tabulation
5	General Unsecured Claims	Bitcoin Depot Operating LLC	BUTKOWSKI, KELLY STRICKER	$6,100.00		Holder did not indicate vote to accept or reject the Plan; Superseded by later received, valid Ballot included in Final Tabulation
5	General Unsecured Claims	Bitcoin Depot Operating LLC	CBL & Associates Management, Inc.	$21,380.65		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Corvada 3, Inc	$3,170.71		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Inc.	Dent, Shannon	$22,000.00	Accept	Superseded by later received, valid Ballot included in Final Tabulation
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Digital Products Limited	$105,488.13	Accept	Ballot received after Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	Ford, Margaret	$55,000.00	Accept	Ballot received after Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Operating LLC	GAB OF WISCONSIN LLC	$509.64	Accept	Ballot received after Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Hanson, MARK DOUGLAS	$5,375.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Hanson, MICHELE	$11,354.62		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	KOBACH, MARY	$2,000.00	Accept	Ballot received after Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Operating LLC	MANNI, FRANK	$325.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Inc.	Midas Operations LLC	$900.00	Accept	Holder did not indicate vote to accept or reject the Plan; Ballot received after Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	Munich Re Specialty Insurance	$15,700,000.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Munich Re Specialty Insurance	$15,700,000.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	BT HoldCo LLC	Munich Re Specialty Insurance	$15,700,000.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Mintz Assets, Inc.	Munich Re Specialty Insurance	$15,700,000.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Inc.	Nicholas, Sophia Isabella	$13,850.00	Accept	Superseded by later received, valid Ballot included in Final Tabulation
5	General Unsecured Claims	Bitcoin Depot Inc.	Oates, Daevon	$1,000.00		Holder did not indicate vote to accept or reject the Plan; Ballot received after Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Operating LLC	OPTCONNECT	$222,157.47	Accept	Ballot received after Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	Sharier, Laura Sue	$83,000.00	Accept	Ballot did not contain a signature
5	General Unsecured Claims	Bitcoin Depot Inc.	Simmons, John Lewis	$52,634.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Inc.	Snyder, Margaret	$12,000.00	Accept	Ballot submitted on account of duplicate claim
5	General Unsecured Claims	Bitcoin Depot Inc.	StrategyCorp Inc	$66,780.00		Holder did not indicate vote to accept or reject the Plan; Superseded by later received, valid Ballot included in Final Tabulation
5	General Unsecured Claims	Bitcoin Depot Inc.	Tullis, Andrew	$2,000.00	Accept	Ballot received after Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	Wheeler, Alice Christina	$1.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	WHITE, DEBRA RUTH	$1,000.00		Holder did not indicate vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Witherington, KAYSHA MARIE	$2,000.00	Reject	Ballot received after Voting Deadline

Exhibit C
Report of Optional Release Elections

Bitcoin Depot Inc., *et al* .

Exhibit C - Report of Optional Release Elections

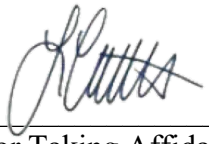
Plan Class	Plan Class Description	Debtor	Name of Holder	Optional Release Election	If the Election Was Made through a Defective Ballot or Opt-Out Form, Below is the Nature of the Defect
1	Senior Priority Lien Claims	Bitcoin Depot Inc.	Salter, Bill	Opts Out of the Releases	
1	Senior Priority Lien Claims	Bitcoin Depot Operating LLC	Trinexis Inc.	Opts Out of the Releases	
2	Other Priority Claims	Bitcoin Depot Inc.	BitCorp, Inc	Opts Out of the Releases	
2	Other Priority Claims	Bitcoin Depot Inc.	Caronna, Anis Krista	Opts Out of the Releases	
2	Other Priority Claims	Bitcoin Depot Inc.	Dawson, Crystal		Holder returned an Opt-Out Form, but did not check the box to indicate an election to Opt Out of the releases set forth in Article IX.C of the Combined Disclosure Statement and Plan
2	Other Priority Claims	Bitcoin Depot Inc.	Doby, Chandler		Holder returned an Opt-Out Form, but did not check the box to indicate an election to Opt Out of the releases set forth in Article IX.C of the Combined Disclosure Statement and Plan
2	Other Priority Claims	Bitcoin Depot Inc.	Gardner, Romanda	Opts Out of the Releases	
2	Other Priority Claims	BitAccess Inc.	Girard, Charles-Philippe	Opts Out of the Releases	
2	Other Priority Claims	Bitcoin Depot Inc.	Gomez, Brandy		Holder returned an Opt-Out Form, but did not check the box to indicate an election to Opt Out of the releases set forth in Article IX.C of the Combined Disclosure Statement and Plan
2	Other Priority Claims	Bitcoin Depot Inc.	Hall Store LLC	Opts Out of the Releases	
2	Other Priority Claims	Bitcoin Depot Inc.	Hintemeyer, Laura Ann	Opts Out of the Releases	
2	Other Priority Claims	Bitcoin Depot Inc.	Nicholas, Sophia Isabella		Holder returned an Opt-Out Form, but did not check the box to indicate an election to Opt Out of the releases set forth in Article IX.C of the Combined Disclosure Statement and Plan
2	Other Priority Claims	Bitcoin Depot Inc.	NIX, DEVIN	Opts Out of the Releases	
2	Other Priority Claims	Bitcoin Depot Inc.	Palacio, Adam Castillo		Holder returned an Opt-Out Form, but did not check the box to indicate an election to Opt Out of the releases set forth in Article IX.C of the Combined Disclosure Statement and Plan
2	Other Priority Claims	Express Vending Inc.	Stokes, Rebecca		Holder returned an Opt-Out Form, but did not check the box to indicate an election to Opt Out of the releases set forth in Article IX.C of the Combined Disclosure Statement and Plan
2	Other Priority Claims	Bitcoin Depot Operating LLC	Xperts Global, Inc		Holder returned an Opt-Out Form, but did not check the box to indicate an election to Opt Out of the releases set forth in Article IX.C of the Combined Disclosure Statement and Plan
2	Other Priority Claims	Bitcoin Depot Operating LLC	Young, Kelvin Dwayne	Opts Out of the Releases	
2	Other Priority Claims	Bitcoin Depot Inc.	Zerillo, Heather	Opts Out of the Releases	
4	Equipment Financing Agreement Claims	Bitcoin Depot Operating LLC	VFS, LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Ball, Venus	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Baltyn, Agata Natalia	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Beaven, Caroline Lisette	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Bellisario, STEPHANIE ANN	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Beverly, Anthony	Opts Out of the Releases	Ballot received after the Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	Broick, Kylie	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Inc.	Brown, Catherine	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Brown, Sheri L	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	BUTKOWSKI, KELLY STRICKER	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Byom, Emma Kay	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	CBL & Associates Management, Inc.	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Compass Government Relations Partners, LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Cormier, ROBIN J	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Corvada 3, Inc	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Inc.	Cromwell, Emily Oliver	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Daines, John Dillon	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Deel, Inc.	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Dent, Shannon	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Dent, SHANNON LEAH	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	DePorter, Matthew	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Digital Products Limited	Opts Out of the Releases	Ballot received after the Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	England, Michelle L	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Fields, JENNIFER CATHERINE	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Ford, Margaret	Opts Out of the Releases	Ballot received after the Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	Funk, Clarine	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	GAB OF WISCONSIN LLC	Opts Out of the Releases	Ballot received after the Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	Gardner, Romanda	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	GAYNOR, JAVAN	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Grant, Timothy Wayne	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Hanson, MARK DOUGLAS	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Hanson, MICHELE	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Inc.	Hilder, Scott	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Hilton, Samuel	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	JAY BIRD SOCAL, LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Jones, Stephen Sinclair	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	JOPEK, DAWN	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Kohs, Tia Casandra Lynn	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Krone, Cinthya Theresa-Jo	Opts Out of the Releases	
5	General Unsecured Claims	Lux Vending Kiosk, LLC	Kuhn, Trask	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Legacy Vending Fund I, LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Legacy Vending Fund II, LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Legacy Vending Fund III, LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Legacy Vending Fund IV, LLC	Opts Out of the Releases	

Bitcoin Depot Inc., *et al* .

Exhibit C - Report of Optional Release Elections

Plan Class	Plan Class Description	Debtor	Name of Holder	Optional Release Election	If the Election Was Made through a Defective Ballot or Opt-Out Form, Below is the Nature of the Defect
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Markley, LINDA JEAN	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Mathews, Dillon	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	MIXON, MAEGAN	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Monette, Susan Elaine	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Morales Solutions	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Munich Re Specialty Insurance	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Munich Re Specialty Insurance	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	BT HoldCo LLC	Munich Re Specialty Insurance	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	Mintz Assets, Inc.	Munich Re Specialty Insurance	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Inc.	Oates, Daevon	Opts Out of the Releases	Ballot received after the Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	Office of the Attorney General for the District of Columbia	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Office of the Attorney General for the District of Columbia	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Parlee, Rebekkah L	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	PATEL, VINESH	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Pettaway, Chris	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Pitcock, Marcia S.	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Radu, Vasile	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Ricks, Samantha Brooke	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Robinson, Howard John	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Ruckman, Joellen J	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Schmidt, Diane L	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	SECRETARIAT ADVISORS LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Serra, Rebecca and Christopher	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Shreejidham LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	State of Wisconsin	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	State of Wisconsin	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Steiner, Jenae	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Stinker Stores, Inc.	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	StrategyCorp Inc	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Stull, JOHN	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Tanner, JOSHUA LUKE	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Tech Pro LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Tennessee Department of Revenue	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Thome, Michelle	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Tolson, Linda White	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Torres, Patrice Anne	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Valdes, Garcia, Marin, & Martinez, LLP	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Waite, Jon	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Wheeler, Alice Christina	Opts Out of the Releases	Ballot did not include vote to accept or reject the Plan
5	General Unsecured Claims	Bitcoin Depot Operating LLC	Witherington, KAYSHA MARIE	Opts Out of the Releases	Ballot received after the Voting Deadline
5	General Unsecured Claims	Bitcoin Depot Inc.	WPS Capital Partners Master Fund, LLC – CashPoint Ventures Series A	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	WPS Capital Partners Master Fund, LLC – CashPoint Ventures Series A	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	WPS Capital Partners Master Fund, LLC – CashPoint Ventures Series B	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	WPS Capital Partners Master Fund, LLC – CashPoint Ventures Series B	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	WPS Kiosk Partners, LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Operating LLC	WPS Kiosk Partners, LLC	Opts Out of the Releases	
5	General Unsecured Claims	Bitcoin Depot Inc.	Zerillo, Heather	Opts Out of the Releases	

This is Exhibit "J" 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

United States Bankruptcy Court
Southern District of Texas
ENTERED
July 24, 2026
Nathan Ochsner, Clerk

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

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

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

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

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

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

(i) authorizing the 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 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 Bankruptcy Code, the subordination of the Prepetition Liens to the Carve Out, or the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties);

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

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

(iv) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Final Order.

The Court having considered the final relief requested in the Motion, the *Declaration of Thomas Studebaker in Support of the Chapter 11 Cases and First-Day Motions* [Docket No. 23] (the "***First Day Declaration***"), and the evidence submitted and arguments made by the Debtors at the interim hearings held on May 19, 2026, June 9, 2026, June 24, 2026, and July 8, 2026, and the final hearing held on July 24, 2026 (the "***Final Hearing***," and collectively, the "***Hearings***"); and notice of the Hearings having been given in accordance with Bankruptcy Rules 4001 and all applicable Local Rules; and the Hearings having been held and concluded; and all objections, if any, to the final relief requested in the Motion having been withdrawn, resolved, or overruled on the merits by the Court; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the final relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the preservation of the Debtors' businesses and property; and it appearing that no

other or further notice of the Motion or the Hearings need be given under the circumstances; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

BASED UPON THE RECORD ESTABLISHED AT THE HEARINGS, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

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

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

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

D. Notice. The Hearings were held pursuant to Bankruptcy Rule 4001(b)(2) and paragraph C of the Complex Case Procedures. Proper, timely, and sufficient notice of the Hearings and the final relief requested in the Motion has been provided under the circumstances in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Complex

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

Case Procedures, and no other or further notice of the Motion or entry of this Final Order shall be required. The final relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

E. First Interim Order. On May 19, 2026, the Court entered the *Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Second Interim Hearing, and (V) Granting Related Relief* [Docket No. 44] (the "***First Interim Order***").

F. Second Interim Order. On June 9, 2026, the Court entered the *Second Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 184] (the "***Second Interim Order***").

G. Third Interim Order. On June 24, 2026, the Court entered the *Third Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 327] (the "***Third Interim Order***").

H. Fourth Interim Order. On July 8, 2026, the Court entered the *Fourth Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 454] (the "***Fourth Interim Order***").

I. Fifth Interim Order. On July 17, 2026, the Court entered 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 Order***").

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

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

L. Term Loan Stipulations. Subject to paragraph 6 of this Final Order and the Term Loan Settlement (as defined below), as set forth in the Term Loan Settlement Term Sheet attached hereto as **Exhibit 1** (the "***Term Sheet***"), the Debtors and the Committee stipulate as follows:

(i) Term Loan Documents. Pursuant to that certain Second Amended and Restated Credit Agreement, dated as of November 1, 2024 (as amended or otherwise modified prior to the Petition Date, the "***Term Loan Agreement***," and collectively with the other Loan Documents (as defined in the Term Loan Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended or otherwise modified prior to the Petition Date, the "***Term Loan Documents***,") by and among (a) Kiosk HoldCo LLC, as borrower (the "***Term Loan Borrower***"), (b) BT HoldCo LLC, as Holdings ("***HoldCo***"), (c) the subsidiary guarantors party thereto (together with the Term Loan Borrower and HoldCo, the "***Term Loan Parties***"), (d) the lenders from time to time party thereto (the "***Term Loan Lenders***"), and (e) Silverview Credit Partners LP, as administrative agent (in such capacity, the "***Term Loan Agent***" and, together with the Term Loan Lenders, the "***Term Loan Secured Parties***"), the Term Loan Lenders extended a term loan facility in the aggregate principal amount of $36,450,000 (the

"***Term Loan***") and other financial accommodations to the Term Loan Parties pursuant to the Term Loan Documents.

(ii) Term Loan Debt. As of the Petition Date, the Term Loan Secured Parties hold a claim in the aggregate principal amount of not less than $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 (as defined below), *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 these Chapter 11 Cases (collectively, the "***Term Loan Debt***").

(iii) Term Loan Liens. As more fully set forth in the Term Loan Documents, prior to the Petition Date, the Term Loan Secured Parties hold a security interest in, and lien on (the "***Term Loan Liens***") all Collateral (as defined in the Term Loan Documents) (including Cash Collateral) and all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising (the "***Term Loan Collateral***").[4]

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

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

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

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

M. Term Loan Settlement

(i) A portion of the Term Loan Debt is comprised of a $3,100,000 exit fee (the "***Exit Fee***") asserted by the Term Loan Secured Parties under the Term Loan Documents. The

Debtors and the Committee have investigated the amount and allowance of the Term Loan Debt and the validity, perfection, and priority of the Term Loan Liens in the Term Loan Collateral. Following such investigations, the Debtors and the Committee have determined not to assert any Challenge with respect to the Term Loan Debt and Term Loan Liens, as set forth above, other than an informal Challenge as to the amount and allowance of the Exit Fee.

(ii) In order to resolve such Challenges to the Exit Fee, as contemplated in Article V.B of the *Debtors' First Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 329] (the "***Combined Disclosure Statement and Plan***"), the Debtors, the Committee, and the Term Loan Secured Parties have agreed to settlement terms (the "***Term Loan Settlement***") which will be reflected in revisions to the Combined Disclosure Statement and Plan.

(iii) 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 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 Order, and any other amounts held in the Adequate Protection Account will be property of the Debtors' Estates and retained by the Debtors to be disbursed in accordance with the Term Loan Settlement and the Combined Disclosure Statement and Plan.

N. VFS Financing Allegations

(i) VFS Financing Documents. Pursuant to that certain *Master Equipment Finance Agreement* dated as of June 29, 2021 by and between VFS LLC ("***VFS***") and Lux Vending, LLC (as amended or otherwise modified prior to the Petition Date, the "***VFS Financing Agreement***", and collectively with any other agreements and documents executed or delivered in

connection therewith, each as may be amended or otherwise modified prior to the Petition Date, the "***VFS Financing Documents***,") by and among Lux Vending, LLC, as customer (the "***VFS Customer***") and VFS as lender, VFS extended loans (the "***VFS Debt***") and other financial accommodations to the VFS Customer pursuant to the VFS Financing Documents.

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

O. NFS Financing Allegations

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

(ii) NFS Liens. As more fully set forth in the NFS Financing Documents, prior to the Petition Date NFS asserted a security interest in, and lien on (the "***NFS Liens***" and together with the VFS Liens and Term Loan Liens, the "***Prepetition Liens***") certain collateral and all

proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising (the "***NFS Collateral***" and together with the VFS Collateral and Term Loan Collateral, the "***Prepetition Collateral***").

P. Findings Regarding the Use of Cash Collateral.

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

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

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

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

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

Q. Prepetition Debt and Liens. Nothing herein shall constitute a finding or ruling by this Court that: (a) any VFS Debt or NFS Debt is allowed, valid, enforceable, or non-avoidable against the applicable Debtors; or (b) any alleged VFS Lien or NFS Lien is allowed, valid, senior, enforceable, prior, perfected, or non-avoidable against the applicable Debtors. Subject to paragraphs L and 6 of this Final Order, nothing herein shall prejudice the rights of any party in interest, including, but not limited to, the Debtors and the Committee, in each case to the extent any such party has standing to challenge, or object to, the allowance, amount, validity, priority, enforceability, seniority, avoidability, perfection, or extent of, any Prepetition Debt, any alleged Prepetition Lien, and/or other security interests and liens.

R. Term Loan Prior Liens. Nothing herein shall constitute a finding or ruling by this Court that any alleged Term Loan Prior Lien or Other Senior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party in interest, including, but not limited to, the Debtors, the Prepetition Secured Parties, and the Committee, in each case to the extent any such party has standing to challenge, or object to, the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any Term Loan Prior Lien, Other Senior Liens, and/or other security interests and liens.

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

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

IT IS HEREBY ORDERED THAT:

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

2. *Use of Cash Collateral*. The Debtors are hereby authorized, subject to the terms and conditions of this Final Order (including the Carve Out), to use the Cash Collateral, consistent with the budget attached hereto as **Exhibit 2** (as amended, supplemented, replaced, extended, or otherwise modified from time to time, the "***Budget***") (subject to the Permitted Variance), during the period from the Petition Date through and including the earlier of (a) the Termination Date, and (b) the effective date of the Combined Disclosure Statement and Plan. The Debtors are authorized to use the Cash Collateral to: (a) fund payroll, working capital, general corporate purposes, and administrative costs and expenses of the Debtors incurred in the Chapter 11 Cases and related proceedings, consistent with the Budget (subject to the Permitted Variance), (b) satisfy any Adequate Protection Obligations to the Term Loan Secured Parties, as provided herein, (c) fund the Carve Out Reserves, and (d) fund the Professional Fee Reserve Account in accordance with this Final Order.

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

4. *Adequate Protection of Prepetition Secured Parties.* Pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, the Prepetition Secured Parties are entitled to adequate protection of their alleged respective interests in the Prepetition Collateral (if any), including the Cash Collateral, solely to the extent of any aggregate diminution in the value of their alleged respective interests, from the value, if any, that existed as of the Petition Date, in the Prepetition

Collateral (including Cash Collateral), from and after the Petition Date as set forth below in this paragraph. Accordingly, the Term Loan Agent (for the benefit of the Term Loan Secured Parties), NFS, and VFS are hereby granted the following as adequate protection (collectively, the "***Adequate Protection Obligations***"):

(a) Term Loan Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, upon entry of the Final Order and effective as of the Petition Date, the Term Loan Agent (for itself and for the benefit of the Term Loan Secured Parties) is hereby granted automatically perfected replacement security interests in and liens upon the following (all property identified in clauses (i), (ii), and (iii) below being collectively referred to as the "***Term Loan Adequate Protection Collateral***"), in each case, subject and subordinate to the Carve Out, Term Loan Prior Liens, and Other Senior Liens (all such replacement liens and security interests, the "***Term Loan Adequate Protection Liens***"):

(i) *First Priority Liens on Unencumbered Property*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, fully-perfected first priority replacement security interest in and lien upon all tangible and intangible pre- and postpetition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to (a) a valid, perfected and non-avoidable lien, or (b) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and the proceeds, products, rents, and profits thereof (the "***Unencumbered Property***"). Unencumbered Property includes, without limitation, any and all inventory, accounts receivable, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, chattel paper, interests in leaseholds, real properties, real property leaseholds, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock or other equity interests of subsidiaries, joint ventures and other entities, wherever located, intercompany loans and notes, and the proceeds, products, rents and profits, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing (excluding (x) claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code, or any

other avoidance actions under the Bankruptcy Code or applicable state-law equivalents (collectively, the "***Avoidance Actions***"), and any proceeds or property recovered from Avoidance Actions, whether by judgment, settlement, or otherwise (collectively, the "***Avoidance Proceeds***"), (y) equity interests in any Debtor or affiliate of any Debtor that is domiciled outside of the United States (collectively, the "***Foreign Equity Interests***"), and (z) "Excluded Assets" (as defined in the Term Loan Documents)).

(ii) *Liens Junior to Other Senior Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, fully-perfected replacement security interest in, and lien upon, all tangible and intangible pre- and postpetition property of each Debtor that is not Term Loan Collateral but is subject to either (a) valid, perfected, and non-avoidable liens in existence immediately prior to the Petition Date (other than the Term Loan Liens) or (b) valid and non-avoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (any such liens described in the foregoing clauses (a) and (b), the "***Other Senior Liens***"), and the proceeds, products, rents, and profits thereof, whether arising under section 552(b) of the Bankruptcy Code or otherwise (excluding (x) Avoidance Actions and Avoidance Action Proceeds, (y) Foreign Equity Interests, and (z) Excluded Assets), which security interest and lien shall be junior and subordinate to any such valid, perfected, and non-avoidable Other Senior Liens on such property in existence immediately prior to the Petition Date.

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

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

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

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

(d) In the event any NFS Collateral or VFS Collateral is liquidated by the Debtors, the identifiable proceeds of such collateral shall be deposited in a segregated account and the Adequate Protection Liens of each the Term Loan Secured Parties, NFS, and VFS shall attach to such proceeds with the same validity, priority, and scope as existed on such property as of the Petition Date, subject to further order of the Court; *provided*, *however*, that to the extent any such collateral is subject to asserted Tax Liens, such proceeds will instead be deposited in the Tax Lien Segregated Account in the amount of such asserted Tax Liens.

(e) Adequate Protection Claims of Term Loan Secured Parties. Upon entry of the Final Order and effective as of the Petition Date, the Term Loan Agent (for itself and for the benefit of the Term Loan Secured Parties) is hereby granted, subject and subordinate only to the Carve Out, allowed superpriority administrative expense claims against the Debtors' estates as provided for in sections 503(b) and 507(b) of the Bankruptcy Code (the "***Adequate Protection***

Claims"), solely to the extent of any aggregate diminution in value of the alleged respective interests from the value, if any, that existed as of the Petition Date, in the Term Loan Collateral (including Cash Collateral) from and after the Petition Date, including as a result of the automatic stay, the Debtors' use, sale, or lease of the Prepetition Collateral, and the subordination of the Term Loan Liens to the Carve Out.

(f) Segregated Account. On May 21, 2026, the Debtors deposited $17,220,000 into their account held at People First Bank ending in x2024 (the "***Adequate Protection Account***") which funds shall be maintained in such account and not utilized by the Debtors or any other party except by further order of the Court, including this Final Order.

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

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

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

(j) Term Loan Secured Parties Adequate Protection Fees and Expenses. As further adequate protection, the Debtors have paid the reasonable and documented fees and

expenses of the professionals retained by the Term Loan Secured Parties, subject to an aggregate maximum limit of $100,000 through the date of the Final Hearing.

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

6. *Challenges*.

(a) The Debtors shall be required to commence any adversary proceeding or contested matter (i) objecting to or challenging the amount, validity, perfection, enforceability, priority, or extent of the Term Loan Debt or the Term Loan Liens, or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests, or defenses (collectively, the "***Challenges***") against the Term Loan Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "***Representative***" and, collectively, the "***Representatives***") in connection with matters related to the Term Loan Documents, the Term Loan Debt, the Term Loan Liens, and

the Term Loan Collateral on or before the later of (x) the date that is 30 calendar days after the entry of the First Interim Order, or (y) the date of the Final Hearing (the later to occur of clauses (x)-(y), the "***Debtors' Challenge Period***"). The Debtors have informally asserted a Challenge with respect to the amount and allowance of the Exit Fee which shall be deemed a timely Challenge and the Debtors waive any and all other Challenges to the amount, validity, perfection, enforceability, priority, or extent of the Term Loan Debt or the Term Loan Liens. Such pending Challenge is, however, subject to settlement pursuant to the Term Loan Settlement to be set forth in revisions to the Combined Disclosure Statement and Plan to be filed with the Court. In the event the Term Loan Settlement is not approved by the Court pursuant to an order confirming the Combined Disclosure Statement and Plan, the Debtors and the Committee shall have five (5) business days from the entry of such order to file an adversary proceeding or contested matter solely to assert such pending Challenge to the Exit Fee, subject to extension by agreement of the Debtors, the Committee, and the Term Loan Secured Parties.

(b) The Debtors' stipulations, admissions, agreements, and releases contained in the Final Order shall be binding upon the Debtors' estates and all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases (including the Committee) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (i) such committee (other than the Committee) or any other party in interest with requisite standing (in each case to the extent requisite standing is sought pursuant to a standing motion filed prior to the expiration of the Non Debtor Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such person or entity's right or ability to commence such proceeding), has timely filed

an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) commencing a Challenge by the earlier of (x) the date of entry of an order confirming a chapter 11 plan, and (y) seventy-five (75) calendar days after entry of the First Interim Order (e.g. August 2, 2026) (the earlier to occur of clauses (x)-(y), the "***Non Debtor Challenge Period***"), *provided*, *however*, the duration of the Non Debtor Challenge Period is subject to entry of the Final Order granting such relief; and (ii) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, *however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Non Debtor Challenge Period shall be deemed forever, waived, released, and barred. If no such Challenge is timely and properly filed during the Non Debtor Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then (subject in all respects to the resolution of any pending Challenges asserted by the Debtors with respect to the Exit Fee by the Term Loan Settlement, other agreement, or a final non-appealable order of the Court): (x) the Debtors' stipulations, admissions, agreements, and releases contained in the Final Order shall be binding on all parties in interest; (y) for all purposes in the Chapter 11 Cases, any subsequent chapter 7 case(s), or otherwise; (z) any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in the Chapter

11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Term Loan Secured Parties and their Representatives arising out of or relating to any of the Debtors, the Term Loan Documents, the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral shall be deemed forever waived, released, and barred. If any such Challenge is timely filed during the Non Debtor Challenge Period, the stipulations, admissions, agreements, and releases contained in the Final Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity who did not timely file a Challenge. Nothing in this Final Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates. For the avoidance of doubt, the Committee waives its rights to bring any and all Challenges to the amount, validity, perfection, enforceability, priority, or extent of the Term Loan Debt or the Term Loan Liens other than with respect to the amount and allowance of the Exit Fee.

7. *Payment of the Term Loan Principal and Interest and Legal Fees*. 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 with respect to the Exit Fee), in accordance with paragraph 6(d) of the Fifth Interim Cash Collateral Order, the Debtors shall distribute to the Term Loan Agent, for the benefit of the Term Loan Lenders, $14,018,139.60 from funds on deposit in the Adequate Protection Account. Such amount shall constitute allowed, legal,

valid, binding, enforceable, and non-avoidable obligations of the Debtors and shall not be subject to any offset, deduction, defense, counterclaim, avoidance, recovery, recharacterization, or subordination under the Bankruptcy Code or any other applicable law.

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

9. *Termination*. The Debtors' authorization to use Cash Collateral hereunder shall be subject to the occurrence of any of the following (each, a "***Termination Event***"): (a) the Court shall have entered an order (i) converting one or more of the Debtors' Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (ii) dismissing the Chapter 11 Cases; (b) the Term Loan Settlement is not approved by the Court pursuant to an order confirming the Combined Disclosure Statement and Plan on or before August 15, 2026; or (c) this Final Order (as the terms thereof may be extended from time to time, including by subsequent interim or final order of the Court) ceases to be in full force and effect for any reason or an order shall be entered reversing, amending, supplementing, staying, vacating, or otherwise modifying this Final Order.

10. *Limitation on Use of Collateral.* Notwithstanding any other provision of this Final Order or any other order entered by the Court, no funds on deposit in the Adequate Protection Account may be used directly or indirectly, including, without limitation, through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings, or other litigation

(i) against any of the Term Loan Secured Parties, or their respective predecessors-in-interest, agents, affiliates, Representatives, attorneys, or advisors, or any action purporting to do the foregoing in respect of the, Term Loan Debt, and/or the Adequate Protection Obligations, and Adequate Protection Liens granted to the Term Loan Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority, or enforceability of or asserting any defense, counterclaim, or offset with respect to the Term Loan Debt and/or the liens, claims, rights, or security interests securing or supporting the Term Loan Debt or Adequate Protection Claims granted under the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, this Final Order, or the Term Loan Documents in respect of the Term Loan Debt, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise, (b) attempts to prevent, hinder, or otherwise delay or interfere with the Term Loan Agent's or the other Term Loan Secured Parties', as applicable, enforcement or realization on the Term Loan Debt, Term Loan Collateral, and the liens, claims, and rights granted to such parties under the First Interim Order, Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, or this Final Order, as applicable, each in accordance with the Term Loan Documents and this Final Order; (c) attempts to seek to modify any of the rights and remedies granted to the Term Loan Agent or the other Term Loan Secured Parties, under the First Interim Order, Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, this Final Order, or the Term Loan Documents, as applicable, other than in accordance with this Final Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Liens and 507(b)

claims granted to the Term Loan Secured Parties; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments from the Adequate Protection Account are approved or authorized by the Court, agreed to in writing by the Term Loan Agent, or expressly permitted under this Final Order (including the Budget, subject to Permitted Variances), in each case unless all Term Loan Debt, Adequate Protection Obligations, and claims granted to the each Term Loan Secured Party under this Final Order, have been indefeasibly paid in full in cash.

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

12. *Carve Out.*

(a) As used in this Final Order, the "***Carve Out***" means the sum of: (i) all unpaid fees required to be paid to the Clerk of the Court and the U.S. Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate; (ii) all unpaid, reasonable and documented fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all accrued but unpaid fees and expenses (the "***Allowed Professional Fees***") incurred by persons or firms retained or proposed to be retained by the Debtors pursuant to

sections 327, 328, or 363 of the Bankruptcy Code (collectively, the "***Debtor Professionals***") and the Committee or other statutory committee (if any) pursuant to sections 328 or 1103 of the Bankruptcy Code (collectively, the "***Committee Professionals***" and, together with the Debtor Professionals, the "***Professional Persons***"), at any time before or on the first business day following the Termination Date, whether allowed by this Court prior to or after the Termination Date; (iv) Allowed Professional Fees of Debtor Professionals in an aggregate amount not to exceed $500,000 and Allowed Professional Fees of Committee Professionals in an aggregate amount not to exceed $150,000, incurred after the first business day following the Termination Date, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "***Post-Termination Date Carve Out Cap***"); and (v) the amounts secured by the Administration Charge and the Directors' Charge (together, the "***Charges***"), each as defined in the Supplemental Order of the Ontario Superior Court of Justice (Commercial List) in the reorganization proceedings commenced by certain of the Debtors under the *Companies' Creditors Arrangement Act*, as against the collateral of Digital Gold Ventures Inc., BitAccess Inc., and Express Vending Inc., and any other collateral of the Debtors located in Canada.

(b) Carve Out Reserves. On the Termination Date, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor (other than cash and funds on deposit in the Adequate Protection Account) to fund a reserve in an amount equal to the then unpaid amounts of the obligations set forth in clauses (a)(i) through (a)(iii) and (a)(v) of the definition of Carve Out set forth above (the "***Pre-Carve Out Amounts***"). The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees and the amounts secured by the Charges (the "***Pre-Termination Date Reserve***")

prior to any and all other claims. On the Termination Date, after funding the Pre-Termination Date Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor (other than funds on deposit in the Adequate Protection Account) to fund a reserve in an amount equal to the Post-Termination Date Carve Out Cap (the "***Post-Termination Date Reserve***" and, together with the Pre-Termination Date Reserve, the "***Carve Out Reserves***") prior to any and all other claims. All funds in the Pre-Termination Date Reserve shall be used first to pay the Pre-Carve Out Amounts until paid in full, and then, to the extent the Pre-Termination Date Reserve has not been reduced to zero, the balance of the Pre-Termination Date Reserve shall be made available for the benefit of the Debtors' estates. All funds in the Post-Termination Date Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "***Post-Carve Out Amounts***") until paid in full, and then, to the extent the Post-Termination Date Reserve has not been reduced to zero, the balance of the Post-Termination Date Reserve shall be made available for the benefit of the Debtors' estates. Notwithstanding anything to the contrary in the Prepetition Documents or this Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 12, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts or Post-Carve Out Amounts, as applicable, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 12, prior to making such excess funds available for the benefit of the Debtors' estates. Further, notwithstanding anything to the contrary in this Final Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute an advance or extension of credit under the Prepetition Documents or increase or reduce the obligations under the Prepetition Documents, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the

priority of the Carve Out, and (iii) in no way shall the Carve Out or Carve Out Reserves, or any of the foregoing, be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors and their estates. For the avoidance of doubt and notwithstanding anything to the contrary in this Final Order or in the Prepetition Documents, the Carve Out shall be senior and prior to the Prepetition Liens, claims on account of the Prepetition Debt, the Adequate Protection Liens, the Adequate Protection Claims, and any and all other forms of adequate protection, liens, or claims arising under the First Interim Order, the Second Interim Order, the Third Interim Order, the Fourth Interim Order, the Fifth Interim Order, this Final Order, or securing the debt and obligations under the Prepetition Documents save and except with respect to cash and funds on deposit in the Adequate Protection Account (subject to the Final Order).

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

(d) Professional Fee Reserve Account. Upon entry of the First Interim Order, and notwithstanding any other provision of this Final Order or any provision of the other Prepetition Documents, the Debtors are authorized and directed to fund an escrow account at Kroll Restructuring Administration LLC for the sole purpose of reserving for and paying unpaid Allowed Professional Fees[5] (the "***Professional Fee Reserve Account***"). The Professional Fee Reserve Account shall be held for the benefit of Professional Persons[6] and shall not be property of the Debtors' estates or subject to the control, lien, security interest, or claims of the Prepetition Secured Parties, or any other creditor. Upon entry of the First Interim Order, the Debtors shall

[5] For the purposes of this paragraph 12(d) "Allowed Professional Fees" shall include the Charges.

[6] For the purposes of this paragraph 12(d) "Professional Persons" shall include professionals retained by certain of the Debtors in related Canadian proceedings.

fund the Professional Fee Reserve Account in an amount equal to (a) the Post Carve Out Trigger Notice Cap (and shall retain such amount in the Professional Fee Reserve Account for the duration of the Chapter 11 Cases); plus (b) the total estimated fees and expenses for each Professional Person (the "***Estimated Professional Fees***"), which good-faith estimate shall cover the time period beginning on the Petition Date through the fourth Saturday following the Petition Date. By not later than 5:00 p.m. (prevailing Central Time) on Thursday of each week commencing with the first full calendar week following the Petition Date (each, an "***Estimation Period***"), each Professional Person shall deliver to the Debtors a statement setting forth the Estimated Professional Fees for such Professional Person for the subsequent week. Subject to clause (e) below, on a weekly basis, the Debtors shall transfer cash, including Cash Collateral, in an amount equal to the Estimated Professional Fees for the subsequent week (including, in the event of the closing of any sale, restructuring, financing, or other transaction upon which one or more success or transaction fees is earned by any Professional Person, any amount equal to the sum of all such fees, to the extent such fees are not paid to the Professional Person upon such closing). For the avoidance of doubt, cash or funds on deposit in the Adequate Protection Account will not be transferred to the Professional Fee Reserve Account except by further order of the Court.

(e) Amounts in the Professional Fee Reserve Account (such amounts, the "***Reserve Amounts***") may be applied from time to time to pay the Allowed Professional Fees prior to any and all other claims; provided, however, that notwithstanding the foregoing, any payment of Allowed Professional Fees prior to the delivery of a Carve Out Trigger Notice shall not reduce the Post-Termination Date Carve Out Cap. If, after payment in full of all Reserve Amounts on account of Allowed Professional Fees and termination of the engagement of all Professional Persons, the Professional Fee Reserve Account has not been reduced to zero, all residual funds

shall be returned to the Debtors' estates for distribution in accordance with a further order of this Court. For the avoidance of doubt, the Debtors' obligation to pay Allowed Professional Fees shall not be limited or deemed limited to funds held in the Professional Fee Reserve Account or the Budget.

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

13. *Texas Taxing Authorities.* In the event any kiosks of the Debtors which are liquidated by the Debtors are subject to the asserted Tax Liens[7] of the Texas Taxing Authorities, the identifiable proceeds of such kiosks shall be deposited in a segregated account (the "***Tax Lien Segregated Account***") in an amount up to the amount of such asserted Tax Liens with the Tax Liens attaching to such proceeds with the same validity, priority, and scope as existed on such property as of the Petition Date, subject to further order of the Court.

14. *Preservation of Rights Granted Under this Final Order.*

(a) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacatur, or stay shall not affect: (i) the validity, priority, or enforceability of any Adequate Protection Claims or Adequate Protection

[7] Capitalized terms used but not immediately defined in this paragraph 13 shall have the meanings set forth in the *Limited Objection to the Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II), Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing on the Motion, and (V) Granting Related Relief* [Docket No. 220].

Liens incurred prior to the actual receipt of written notice by the Prepetition Secured Parties, of the effective date of such reversal, modification, vacatur, or stay; or (ii) the validity, priority, or enforceability of the Adequate Protection Liens or the Carve Out.

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

15. *Automatic Stay Applicable to Bank Accounts*. For the avoidance of doubt, the automatic stay under section 362 of the Bankruptcy Code shall apply to any of the Debtors' bank accounts or kiosks subject to any alleged Prepetition Liens and prohibits any sweep, transfer, or withdrawal of cash or other amounts on deposit therein from such accounts or kiosks, whether

automatic or manual, pursuant to any account control agreement or similar agreement, including any blocked account control agreement, with respect to any such accounts that are subject to any alleged Prepetition Liens.

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

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

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

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

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

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

22. *Retention of Jurisdiction*. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Order, and this retention of

jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

Signed: July 24, 2026

Christopher Lopez
United States Bankruptcy Judge

EXHIBIT 1

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.

EXHIBIT 2

Budget

Cash Flow Forecast

Week Ending	7/24/2026	7/31/2026	8/7/2026	8/14/2026	Total
Operating Cash Flow					
Cash Deposits from Kiosks	**$ -**	**$ 779**	**$ -**	**$ -**	**$ 779**
Operational Disbursements					
Crypto Costs	$ -	$ -	$ -	$ -	$ -
Payroll	-	(51)	(51)	(51)	(154)
Other Operating Expenses	(257)	(149)	(199)	(1,725)	(2,330)
Total Operating Disbursements	**$ (257)**	**$ (200)**	**$ (251)**	**$ (1,776)**	**$ (2,484)**
Operating Cash Flow	**$ (257)**	**$ 579**	**$ (251)**	**$ (1,776)**	**$ (1,705)**
Cumulative Operating Cash Flow	**(257)**	**322**	**72**	**(1,705)**	**(1,705)**
Restructuring Disbursements	$ (478)	$ (408)	$ (248)	$ (22)	$ (1,156)
Net Cash Flow	**$ (735)**	**$ 171**	**$ (498)**	**$ (1,798)**	**$ (2,860)**
Starting Cash Balance	$ 20,586	$ 19,851	$ 20,023	$ 19,525	$ 20,586
(+/-) Net Cash Flow	(735)	171	(498)	(1,798)	(2,860)
(+) Bitcoin Liquidation	-	-	-	250	250
Ending Cash Balance	**$ 19,851**	**$ 20,023**	**$ 19,525**	**$ 17,976**	**$ 17,976**
(-) Silverview Reserve[1]	(17,220)	(17,220)	(17,220)	(17,220)	(17,220)
(+) Bitcoin Investment (net of fees)	251	251	251	-	-
Total Liquidity	**$ 2,883**	**$ 3,054**	**$ 2,556**	**$ 756**	**$ 756**

Notes:

1. Amounts reserved for Silverview reflect estimated funds anticipated to be applied toward repayment of Silverview's claim. This amount does not indicate that the full reserved balance will be required, as any repayment remains subject to the terms of the Final Cash Collateral Order/Term Loan Lender Settlement.

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

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Lawyers for the Applicant

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

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD OF THE APPLICANT
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VOLUME II OF II

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