Court File No. CV-26-●-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

APPLICATION RECORD OF THE APPLICANT
(Application for Initial Recognition Order and Supplemental Order, Returnable May 22, 2026)

VOLUME II OF II

May 21, 2026

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

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

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

Marleigh Dick (LSO# 79390S)
Tel: 416.362.2111
Email: mdick@osler.com

Lawyers for the Applicant

TO: SERVICE LIST

Court File No. CV-26-●-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

TABLE OF CONTENTS

Tab No.	Description		Page No.
	VOLUME I OF II		
1.	Notice of Application		12
2.	Proposed Initial Recognition Order		26
3.	Blackline to Model Initial Recognition Order		34
4.	Proposed Supplemental Order (without schedules)		46
5.	Blackline to Model Supplemental Order		73
6.	Affidavit of Thomas Studebaker sworn May 21, 2026		106
	Exhibit "A"	Certified Petition for Bitcoin Depot Inc. filed May 18, 2026	155
	Exhibit "B"	Certified Petition for Mintz Assests, Inc. filed May 18, 2026	183
	Exhibit "C"	Certified Petition for MCA Services Group, LLC filed May 18, 2026	208
	Exhibit "D"	Certified Petition for Lux Vending Kiosk, LLC filed May 18, 2026	233
	Exhibit "E"	Certified Petition for Kutt, Inc. filed May 18, 2026	258
	Exhibit "F"	Certified Petition for Kiosk Technicians, LLC filed May 18, 2026	283
	Exhibit "G"	Certified Petition for Kiosk HoldCo LLC filed May 18, 2026	308

Tab No.	Description		Page No.
	Exhibit "H"	Certified Petition for Intuitive Software LLC filed May 18, 2026	333
	Exhibit "I"	Certified Petition for Digital Gold Ventures Inc. filed May 18, 2026	358
	Exhibit "J"	Certified Petition for Cash Ramp LLC filed May 18, 2026	377
	Exhibit "K"	Certified Petition for BTM International Holdings II LLC filed May 18, 2026	402
	Exhibit "L"	Certified Petition for BTM International Holdings 1 LLC filed May 18, 2026	427
	Exhibit "M"	Certified Petition for BT HoldCo LLC filed May 18, 2026	452
	Exhibit "N"	Certified Petition for BCD Merger Sub LLC filed May 18, 2026 (continued in Volume II)	477
VOLUME II OF II			
	Exhibit "N"	Certified Petition for BCD Merger Sub LLC filed May 18, 2026	5
	Exhibit "O"	Certified Petition for Bitcoin Depot Operating LLC filed May 17, 2026	16
	Exhibit "P"	Certified Petition for Express Vending Inc. filed May 17, 2026	57
	Exhibit "Q"	Certified Petition for BitAccess Inc. filed May 18, 2026	76
	Exhibit "R"	First Day Declaration filed March 18, 2026 (with exhibits)	95
	Exhibit "S"	FY2025 Consolidated Financial Statement	188
	Exhibit "T"	Trial Balance, as at March 31, 2026	197
	Exhibit "U"	BitAccess Inc. Software Agreement dated April 9, 2021	199
	Exhibit "V"	BitAccess Inc. Software Amendment dated April 9, 2021	216
	Exhibit "W"	Canadian Pledge and Security Agreement dated as of December 21, 2020 (Express Vending Inc., and Silverpeak Credit Partners, LP)	223
	Exhibit "X"	Canadian Security Agreement Supplement (Digital Gold) dated July 20, 2021	276
	Exhibit "Y"	Pledge Amendment to Canadian Security Agreement dated July 20, 2021	291

Tab No.	Description		Page No.
	Exhibit "Z"	Canadian Security Agreement Supplement (BitAccess) dated July 20, 2021	295
	Exhibit "AA"	Canadian Trademark Security Agreement made as of July 20, 2021	314
	Exhibit "BB"	PPSA Searches for BitAccess Inc., Digital Gold Ventures Inc., and Express Vending Inc. (ON, BC, AB, SK, MB, QC, NB, NS, PEI, NL)	319
	Exhibit "CC"	Certified Foreign Representative Order filed May 19, 2026	416
	Exhibit "DD"	Interim Cash Management Order filed March 19, 2026	420
	Exhibit "EE"	Interim Critical Vendors Order filed March 19, 2026	428
	Exhibit "FF"	Joint Administration Order filed March 19, 2026	436
	Exhibit "GG"	Wages Order filed March 19, 2026	444
	Exhibit "HH"	Interim Cash Collateral Order filed March 19, 2026	449
	Exhibit "II"	Cash Collateral Declaration filed May 19, 2026	479
	Exhibit "JJ"	Claims Agent Order filed March 18, 2026	488
7.	Consent to Act as Information Officer dated May 20, 2026		493

Docusign Envelope ID: 01F3D242-4F4B-4AFA-AC82-34747058625E

IN WITNESS WHEREOF, the undersigned, being the managers of each Manager-Managed Company, has executed this written consent effective as of the date first written above.

BCD MERGER SUB LLC
MCA SERVICES GROUP, LLC
LUX VENDING KIOSK, LLC

Signed by:
By: _____
C5DA87536D2842C...
Name: W. Alexander Holmes
Title: Manager

Signed by:
By: _____
C5DA87536D2842C...
Name: W. Alexander Holmes
Title: Manager

Docusign Envelope ID: 01F3D242-4F4B-4AFA-AC82-34747058625E

6

IN WITNESS WHEREOF, the undersigned, being the sole member of the board of directors of Kutt, Inc., has executed this written consent effective as of the date first written above.

KUTT, INC.

Signed by:

C5DA87536D2612C...

W. Alexander Holmes

Docusign Envelope ID: 01F3D242-4F4B-4AFA-AC82-34747058625E

7

IN WITNESS WHEREOF, the undersigned, being the sole member of the board of directors of Mintz Assets, Inc., has executed this written consent effective as of the date first written above.

MINTZ ASSETS, INC.

Signed by:
C5DA87536D2842C...

W. Alexander Holmes

Fill in this information to identify the case:

Debtor name: Bitcoin Depot Inc. et al.
United States Bankruptcy Court for the Southern District of Texas
Case number (if known): 26-_____ ( )

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim. If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
1	CASHCLOUD ATTN: THOMAS CONWAY 400-411 ROOSEVELT AVENUE OTTAWA, ON K2A 3X9 CANADA	ATTN: THOMAS CONWAY EMAIL: TCONWAY@CONWAYLITIGATION.CA PHONE NUMBER: 613-780-2011	LEGAL JUDGEMENT	D			$18,470,000.00
2	WPS KIOSK PARTNERS LLC ATTN: WILLIAM SIRIGNANO 135 W 50TH ST SUITE 200 NEW YORK, NY 10020	ATTN: WILLIAM SIRIGNANO EMAIL: W@WPSCAPITALPARTNERS.COM	PROFIT SHARE AGREEMENT	C, U, D			$5,000,000.00
3	LEGACY VENDING, LLC ATTN: ANSUR AHMED 7633 GRAND RIDGE ROAD COLUMBUS, GA 31904	ATTN: ANSUR AHMED EMAIL: ANSUR.AHMED@OUTLOOK.COM	PROFIT SHARE AGREEMENT	C, U, D			$3,760,000.00
4	SOPRIS-BITCOIN DEPOT INVESTORS LLC ATTN: DAN WEDMAN 409 ASPEN AIRPORT BUSINESS CENTER SUITE B ASPEN, CO 81612	ATTN: DAN WEDMAN EMAIL: DWEDMAN@SOPRISCAPITAL.COM	PROFIT SHARE AGREEMENT	C, U, D			$2,000,000.00
5	KIRKLAND & ELLIS LLP ATTN: THOMAS LAUGHLIN 333 W WOLF POINT PLAZA CHICAGO, IL 60654	ATTN: THOMAS LAUGHLIN EMAIL: THOMAS.LAUGHLIN@KIRKLAND.COM PHONE NUMBER: T +1 214 972 1663 M +1 214 926 5353	LEGAL SERVICES	C, U, D			$1,939,141.05
6	LATHAM & WATKINS LLP ATTN: STEVEN STOKDYK 555 WEST FIFTH ST SUITE 300 LOS ANGELES, CA 90013-1020	ATTN: STEVEN STOKDYK EMAIL: STEVEN.STOKDYK@LW.COM PHONE NUMBER: D: +1-213-891-7421 | M: +1-310-993-9093	LEGAL SERVICES	C, U, D			$1,000,000.00
7	BIBBEO LTD ATTN: MILES POWER 24340 E GLASGOW DR AURORA, CO 80016	ATTN: MILES POWER EMAIL: POWER.M@BIBBEO.COM PHONE NUMBER: 269-903-1309	INSTALLATION	C, U, D			$892,023.69
8	GOOGLE LLC ATTN: KILLY WINZ 1600 AMPHITHEATRE PKWY MOUNTAIN VIEW, CA 94043	ATTN: KILLY WINZ EMAIL: KILLYW@GOOGLE.COM PHONE NUMBER: 720-289-9910	OTHER OPERATING EXPENSES	C, U, D			$715,334.81
9	GREENBERG TRAURING, LLC ATTN: JENA VALDETERO 8400 NW 36TH STREET SUITE 400 DORAL, FL 33166	ATTN: JENA VALDETERO EMAIL: JENA.VALDETERO@GTLAW.COM PHONE NUMBER: T +1 312-456-1025 / C 2024310288	LEGAL SERVICES	C, U, D			$611,019.41
10	SECRETARIAT ADVISORS LLC ATTN: CHRIS MCKAY 1175 PEACHTREE ST NE 100 COLONY SQ SUITE 400 ATLANTA, GA 30361	ATTN: CHRIS MCKAY EMAIL: CMCKAY@SECRETARIAT-INTL.COM PHONE NUMBER: +1 818 307 3314	LEGAL SERVICES	C, U, D			$261,550.00
11	CONSILIO INC. ATTN: MATT SIMMONS DEPT CH 17174 PALATINE, IL 6005	ATTN: MATT SIMMONS EMAIL: MATT.SIMMONS@CONSILIO.COM	LEGAL SERVICES	C, U, D			$235,920.24
12	LOOMIS ATTN: STEVE MORRIS 2500 CITYWEST BLVD. STE. 2300 HOUSTON, TX 77042	ATTN: STEVE MORRIS EMAIL: STEVE.MORRIS@US.LOOMIS.COM PHONE NUMBER: 901-463-0827	ARMORED TRANSPORT	C, U, D			$223,231.41

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
13	OPTCONNECT ATTN: MATT WARNER 854 WEST 450 NORTH #4 KAYSVILLE, UT 84037	ATTN: MATT WARNER EMAIL: MATT.WARNER@OPTCONNECT.COM PHONE NUMBER: 801-645-3254	WIRELESS	C, U, D			$222,157.47
14	COBRA CAPITAL PARTNERS LLC ATTN: HAMZEE KADDOURA 442 KINGSBURY AVE DEARBORN, MI 48128	ATTN: HAMZEE KADDOURA EMAIL: HAMZEE47@GMAIL.COM	PROFIT SHARE AGREEMENT	C, U, D			$212,000.00
15	DENTONS CANADA LLP ATTN: GREG MCNAB 77 KING STREET WEST TORONTO-DOMINION CENTRE, SUITE 400 TORONTO, ON M5K 0A1 CANADA	ATTN: GREG MCNAB EMAIL: GREG.MCNAB@DENTONS.COM PHONE NUMBER: +1 416 863 4492	LEGAL SERVICES	C, U, D			$201,638.90
16	ATM TOKEN GROUP SERVICES LTD. ATTN: SHELVIN PRASAD 1285 WEST BROADWAY SUITE 600 VANCOUVER, BC V6H 3X8 CANADA	ATTN: SHELVIN PRASAD EMAIL: SHELVIN@ATMTOKEN.COM PHONE NUMBER: 403-830-0710	INSTALLATION & MAINTENANCE	C, U, D			$182,988.73
17	GARDAWORLD ATTN: DARREN GARBUTT 2000 NW CORPORATE BLVD BOCA RATON, FL 33431	ATTN: DARREN GARBUTT EMAIL: DARREN.GARBUTT@GARDA.COM	ARMORED TRANSPORT	C, U, D			$181,767.82
18	BURROUGHS ATTN: CHRIS ADAMSON P.O. BOX 72409 CLEVELAND, OH 44192	ATTN: CHRIS ADAMSON EMAIL: CHRIS.ADAMSON@BURROUGHS.COM PHONE NUMBER: 647-982-6158	MAINTENANCE	C, U, D			$175,679.05
19	ELLIPTIC INC. ATTN: DAVE HOMANKO 1632 1ST AVENUE #23346 NEW YORK, NY 10128	ATTN: DAVE HOMANKO EMAIL: DAVE.HOMANKO@ELLIPTIC.CO	INFORMATION TECHNOLOGY	C, U, D			$173,250.00
20	TROUTMAN PEPPER LOCKE LLP ATTN: DOMINIC CERVONI 600 PEACHTREE STREET, NE SUITE 3000 ATLANTA, GA 30308	ATTN: DOMINIC CERVONI EMAIL: DOMENIC.CERVONI@TROUTMAN.COM PHONE NUMBER: 212-912-2722	LEGAL SERVICES	C, U, D			$157,626.73
21	DEEL, INC ATTN: JOEY ASAMOAH 425 1ST STREET SAN FRANCISCO, CA 94105-4621	ATTN: JOEY ASAMOAH EMAIL: JOEY.ASAMOAH@DEEL.COM	PEO	C, U, D			$128,038.00
22	WOLF & COMPANY, P.C. ATTN: MARISSA A. SCICCHITANO 255 STATE STREET BOSTON, MA 02109	ATTN: MARISSA A. SCICCHITANO EMAIL: MSCICCHITANO@WOLFANDCO.COM	ACCOUNTING & AUDITING	C, U, D			$123,000.00
23	BRINKS CANADA LIMITED ATTN: TY BURCH 95 BROWN'S LINE ETOBICOKE, ON M8W 3S2 CANADA	ATTN: TY BURCH EMAIL: TYNAN.BURCH@BRINKS.COM PHONE NUMBER: 289-440-0476	ARMORED TRANSPORT	C, U, D			$122,335.28
24	DONNELLEY FINANCIAL, LLC ATTN: RYAN WARD 35 W. WACKER DRIVE CHICAGO, IL 60601	ATTN: RYAN WARD EMAIL: RYAN.T.WARD@DFINSOLUTIONS.COM PHONE NUMBER: 508-728-9960	OTHER OPERATING EXPENSES	C, U, D			$105,895.00
25	GARRISON MANAGEMENT GROUP, LLC DBA AXADVOCACY, LLC ATTN: NICK MADDUX 800 W 47TH ST STE 200 KANSAS CITY, MO 64112	ATTN: NICK MADDUX EMAIL: NMADDUX@AXIOMSTRATEGIES.COM PHONE NUMBER: 417-594-0029	LEGAL SERVICES	C, U, D			$100,000.00
26	PROFESSIONALS WORLD LLC ATTN: YOUSEF AZZAM 1072 MADISON CHASE #7 WEST PALM BEACH, FL 33411	ATTN: YOUSEF AZZAM EMAIL: YOUSEF@PROS-WORLD.COM	OTHER OPERATING EXPENSES	C, U, D			$98,010.73
27	DAC GROUP / CHICAGO, INC. ATTN: GEMMA GIBSON P.O. BOX 842862 BOSTON, MA 02284-2870	ATTN: GEMMA GIBSON EMAIL: GGIBSON@DACGROUP.COM PHONE NUMBER: 872-270-0964	MARKETING	C, U, D			$93,906.41
28	LALCHANDANI SIMON PL ATTN: KUBS LALCHANDANI 25 SE 2ND AVE SUITE 1020 MIAMI, FL 33131	ATTN: KUBS LALCHANDANI EMAIL: KUBS@LSLAWPL.COM	LEGAL SERVICES	C, U, D			$91,105.90

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
29	BPO HIVE LLC ATTN: ABDULLAH M. STREET 2, EL WAHA NASR CITY, CAIRO, 11577 EGYPT	ATTN: ABDULLAH M. EMAIL: ABDULLAH@BPOHIVE.COM PHONE NUMBER: (+20)114 190 8557	MARKETING	C, U, D			$78,237.81
30	CUMMINS-ALLISON CORP ATTN: JAMES REEVES 852 FEEHANVILLE MT PROSPECT, IL 60056	ATTN: JAMES REEVES EMAIL: JAMES.REEVES@CRANEPI.COM	OTHER OPERATING EXPENSES	C, U, D			$78,208.62

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 – [_____] (__)
Debtors.[1]	)	Joint Administration Requested

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1

Pursuant to Federal Rules of Bankruptcy Procedure 1007(a)(1) and 7007.1, the following are all of the ownership interests in Bitcoin Depot Inc. ("***Bitcoin Depot***") and its affiliated debtors, who are each debtors and debtors in possession in the above-captioned cases (collectively, the "***Debtors***"). Bitcoin Depot, on behalf of itself and the Debtors, hereby states as follows:

1. The following entities own 10% or more of the equity interests of Bitcoin Depot:[2]

Corporate Equity Holder	Address of Corporate Equity Holder	Type/Class of Interest	Percentage of Equity Held
BD Investment Holdings II LLC	500 Westover Dr #32474 Sanford, NC 27330	Class M	100%
Cede & Co.	570 Washington Blvd Jersey City, NJ 07310	Class A	87.496%

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

[2] Equity positions indicate the record holders of such equity as of March 31, 2026.

2. Bitcoin Depot owns 100% of the equity interests of Kutt, Inc.
3. Bitcoin Depot owns 100% of the equity interests of BCD Merger Sub LLC, which in turn owns 100% of the equity interests of BT HoldCo LLC.
4. BT HoldCo LLC owns 100% of the equity interests of Kiosk HoldCo LLC, which in turn owns 100% of the equity interests of the following entities:
    a. Bitcoin Depot Operating LLC;
    b. Cash Ramp LLC; and
    c. MCA Services Group, LLC.
5. Bitcoin Depot Operating LLC owns 100% of the equity interests of the following entities:
    a. Intuitive Software LLC;
    b. Lux Vending Kiosk, LLC; and
    c. Mintz Assets, Inc.
6. Intuitive Software LLC owns 100% of the equity interests of Digital Gold Ventures Inc.
7. Mintz Assets, Inc. owns 100% of the equity interests of the following entities:
    a. BTM International Holdings 1 LLC;
    b. BTM International Holdings II LLC;
    c. Express Vending Inc.; and
    d. Kiosk Technicians, LLC.

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

In re:	)	Chapter 11
BCD MERGER SUB LLC,	)	Case No. 26 – [_____] (__)
Debtor.	)	(Joint Administration Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(a)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder	Address of Corporate Equity Holder	Percentage of Equity Held
Bitcoin Depot Inc.	2870 Peachtree Road #327 Atlanta, GA 30305	100%

Fill in this information to identify the case and this filing:

Debtor Name BCD Merger Sub LLC

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number (*If known*): 26-[___]

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ☑ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☑ Other document that requires a declaration Corporate Ownership Statement; List of Equity Security Holders

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

Executed on 05/17/2026
MM / DD / YYYY

✘ /s/ W. Alexander Holmes
Signature of individual signing on behalf of debtor

W. Alexander Holmes
Printed name

Manager
Position or relationship to debtor

This is Exhibit "O" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas (State)

Case number (*If known*): 26-[ ] Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** Bitcoin Depot Operating LLC

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names
   dba Bitcoin Depot

3. **Debtor's federal Employer Identification Number** (EIN) 81-3003586

4. **Debtor's address**

Principal place of business

8601 Dunwoody Place
Number Street

Suite 308

Sandy Springs GA 30350
City State ZIP Code

Fulton County
County

Mailing address, if different from principal place of business

2870 Peachtree Road
Number Street

#327
P.O. Box

Atlanta GA 30305
City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

See Rider 3

TX
City State ZIP Code

5. **Debtor's website** (URL) https://bitcoindepot.com/

TRUE COPY I CERTIFY
ATTEST: May 20, 2026
NATHAN OCHSNER, Clerk of Court
By: *s/ B. Thomas*
Deputy Clerk

Debtor Bitcoin Depot Operating LLC Case number (*if known*) 26-[ ]
Name

6. Type of debtor

- ☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☑ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

5 2 3 9

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ☑ Chapter 11. *Check **all** that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ☑ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor Bitcoin Depot Operating LLC Case number (*if known*) 26-[ ]
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No
☑ Yes. Debtor See Rider 1 Relationship _____
District _____ When _____ MM / DD / YYYY
Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

☑ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☑ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☑ No See Rider 2.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

☐ No
☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☑ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☑ 200-999		

Debtor Bitcoin Depot Operating LLC Name Case number (*if known*) 26-[ ]

15. Estimated assets

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☑ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ☐ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☑ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ☐ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 05/18/2026 MM / DD / YYYY

✘ /s/ Christopher Ryan
Signature of authorized representative of debtor

Christopher Ryan
Printed name

Title General Counsel and Corporate Secretary

18. Signature of attorney

✘ /s/ Paul E. Heath
Signature of attorney for debtor

Date 05/18/2026 MM / DD / YYYY

Paul E. Heath
Printed name

Vinson & Elkins LLP
Firm name

845 Texas Avenue, Suite 4700
Number Street

Houston TX 77002
City State ZIP Code

713.758.2222
Contact phone

pheath@velaw.com
Email address

09355050 TX
Bar number State

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor in the United States Bankruptcy Court for the Southern District of Texas

Bitcoin Depot Inc.
BCD Merger Sub LLC
Bitcoin Depot Operating LLC
BT HoldCo LLC
BTM International Holdings 1 LLC
BTM International Holdings II LLC
Cash Ramp LLC
Digital Gold Ventures Inc.
Express Vending Inc.
Intuitive Software LLC
Kiosk HoldCo LLC
Kiosk Technicians, LLC
Kutt, Inc.
Lux Vending Kiosk, LLC
MCA Services Group, LLC
Mintz Assets, Inc.

Rider 2

Real Property or Personal Property That Needs Immediate Attention

Question 12, among other things, asks debtors to identify any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

Bitcoin Depot Inc. and its affiliated companies that are also filing voluntary chapter 11 bankruptcy cases in this Court (collectively, the "***Debtors***") own and operate the largest network of Bitcoin kiosks across North America, providing users with a means of converting cash into Bitcoin. The Debtors' portfolio consists of approximately 9,700 kiosks deployed in retailer locations throughout the United States and Canada. The Debtors also sell cryptocurrency to consumers through its BDCheckout product offering. The Debtors do not believe they own or possess any real or personal property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety. The Debtors note that they are not aware of any definition of "imminent and identifiable" harm as used in this form.

Rider 3

Principal Place of Assets for Bitcoin Depot Operating LLC
Debtor in the United States Bankruptcy Court for the Southern District of Texas

1001 HWY 80 E	ABILENE	TX	79601
1202 GRAPE ST	ABILENE	TX	79601
2824 E OVERLAND TRAIL	ABILENE	TX	79601
3299 S FOURTEENTH	ABILENE	TX	79605
3809 S 1ST ST	ABILENE	TX	79605
4150 RIDGEMONT DR	ABILENE	TX	79606
4809 S 14TH ST	ABILENE	TX	79605
16601 ADDISON RD	ADDISON	TX	75001
5015 ADDISON CIRCLE	ADDISON	TX	75001
511 E RIDGE RD	ALAMO	TX	78516
709 NFARM TO MARKET 1187 STE 700	ALEDO	TX	76008
1329 WEST FRONT STREET	ALICE	TX	78332
620 S U.S. HWY 281	ALICE	TX	78332
1010 W EXCHANGE PKWY #1120	ALLEN	TX	75013
1019 S GREENVILLE AVE	ALLEN	TX	75002
1206 EAST MAIN STREET	ALLEN	TX	75002
1314 W MCDERMOTT DR, SUITE 106	ALLEN	TX	75013
1719 ANGEL PKWY	ALLEN	TX	75002
333 CENTRAL EXPY S	ALLEN	TX	75013
740 S GREENVILLE AVE SUITE 500	ALLEN	TX	75002
803 E MAIN ST	ALLEN	TX	75002
2075 FARM TO MARKET 1462	ALVIN	TX	77511
5001 FAIRWAY DR	ALVIN	TX	77511
100 TASCOSA ROAD	AMARILLO	TX	79124
1627 N. GRAND	AMARILLO	TX	79107
1917 BELL ST	AMARILLO	TX	79106
2601 PARAMOUNT	AMARILLO	TX	79109
2700 I-40 WEST	AMARILLO	TX	79102
3365 S. BELL	AMARILLO	TX	79106
3400 COULTER ST	AMARILLO	TX	79109
4224 SW. 34TH	AMARILLO	TX	79109
4430 S WESTERN ST	AMARILLO	TX	79109
4500 S. WASHINGTON	AMARILLO	TX	79110
5805 S. GEORGIA	AMARILLO	TX	79118
7201 S. WESTERN	AMARILLO	TX	79110
950 BUCHANAN	AMARILLO	TX	79101
101 MAIN	ANDREWS	TX	79714

1814 NORTH VELASCO STREET	ANGLETON	TX	77515
2100 S VELASCO ST	ANGLETON	TX	77515
631 COMMERCIAL AVE	ANSON	TX	79501
5243 FM 521 ROAD	ARCOLA	TX	77583
100 E BARDIN RD	ARLINGTON	TX	76018
1101 EAST BARDIN ROAD	ARLINGTON	TX	76018
1101 SOUTH BOWEN ROAD	ARLINGTON	TX	76013
1712 W SANFORD ST	ARLINGTON	TX	76012
1725 W PARK ROW DR	ARLINGTON	TX	76013
1861 W DIVISION ST	ARLINGTON	TX	76012
1902B BAIRD FARM RD	ARLINGTON	TX	76006
2244 BROWNING DR	ARLINGTON	TX	76010
2501 E ARKANSAS LANE	ARLINGTON	TX	76010
2603 WEST SUBLETT ROAD	ARLINGTON	TX	76017
3601 SW GREEN OAKS BLVD #109	ARLINGTON	TX	76017
3603 WEST PARK ROW DRIVE	ARLINGTON	TX	76013
4500 S BOWEN RD	ARLINGTON	TX	76017
6808 BOWMAN SPRINGS RD	ARLINGTON	TX	76016
763 W LAMAR BLVD	ARLINGTON	TX	76012
821 NE GREEN OAKS BLVD	ARLINGTON	TX	76006
900 MANSFIELD WEBB RD	ARLINGTON	TX	76002
924 EAST PARK ROW DRIVE	ARLINGTON	TX	76010
930 W SUBLETT RD	ARLINGTON	TX	76017
12331 WILL CLAYTON PKWY	ATASCOCITA	TX	77346
1017 BARTON SPRINGS RD	AUSTIN	TX	78704
1030 NORWOOD PARK BLVD	AUSTIN	TX	78753
10510 WEST PARMER LANE	AUSTIN	TX	78717
11150 RESEARCH BLVD	AUSTIN	TX	78759
11206 S IH-35	AUSTIN	TX	78748
11601 U.S. 290 SUITE A101	AUSTIN	TX	78737
12202 RANCH ROAD 620 NORTH	AUSTIN	TX	78750
1221 W LYNN ST	AUSTIN	TX	78703
13015 DESSAU RD	AUSTIN	TX	78754
13201 POND SPRINGS ROAD RD #101	AUSTIN	TX	78729
13210 W US 290 HWY	AUSTIN	TX	78737

13541 RANCH ROAD 620 NORTH	AUSTIN	TX	78717
13775 RESEARCH BLVD	AUSTIN	TX	78750
14326 HUNTERS BEND RD	AUSTIN	TX	78725
1900 E OLTORF ST	AUSTIN	TX	78741
2121 W PARMER LN UNIT 108	AUSTIN	TX	78727
2222 RIO GRANDE ST STE 175	AUSTIN	TX	78705
2410 EAST RIVERSIDE DRIVE	AUSTIN	TX	78741
3407 WELLS BRANCH PKWY	AUSTIN	TX	78728
399 W LOUIS HENNA BLVD STE E	AUSTIN	TX	78728
408 E RUNDBERG LN	AUSTIN	TX	78753
4201 SOUTH CONGRESS AVENUE	AUSTIN	TX	78745
4301 DUVAL ST.	AUSTIN	TX	78751
4415 MANCHACA RD.	AUSTIN	TX	78745
4509 E MARTIN LUTHER KING JR BLVD	AUSTIN	TX	78721
4545 S LAMAR BLVD	AUSTIN	TX	78745
5501 N LAMAR BLVD	AUSTIN	TX	78751
5700 MENCHACA ROAD	AUSTIN	TX	78745
6100 EAST RIVERSIDE DRIVE	AUSTIN	TX	78741
6800 W GATE BLVD SUITE 144	AUSTIN	TX	78745
700 CUERNAVACA DRIVE NORTH	AUSTIN	TX	78733
7108 WOODROW AVE	AUSTIN	TX	78757
7200 NORTH INTERSTATE HIGHWAY 35	AUSTIN	TX	78752
730 W STASSNEY LN	AUSTIN	TX	78745
800 E WILLIAM CANNON DR	AUSTIN	TX	78745
9600 ESCARPMENT BLVD STE 745	AUSTIN	TX	78749
100 EAST MAIN STREET	AZLE	TX	76020
11175 FARM TO MARKET ROAD 730 NORTH	AZLE	TX	76020
11202 SOUTH FARM TO MARKET ROAD 730	AZLE	TX	76020
1121 SOUTHEAST PKWY	AZLE	TX	76020
14580 FARM TO MARKET ROAD 730 NORTH	AZLE	TX	76020
3505 NORTH HIGHWAY 146	BACLIFF	TX	77518
11915 LAKE JUNE RD	BALCH SPRINGS	TX	75180
1901 EAST FREEWAY	BASYTOWN	TX	77521
1617 MISSOURI ST	BAYTOWN	TX	77520
1800 MASSEY TOMPKINS ROAD	BAYTOWN	TX	77521
2110 JAMES BOWIE DR	BAYTOWN	TX	77520
220 W MAIN ST	BAYTOWN	TX	77520
3000 W BAKER RD	BAYTOWN	TX	77521
3520 N MAIN ST	BAYTOWN	TX	77521
5003 NORTH MAIN STREET	BAYTOWN	TX	77521
7724 DECKER DR	BAYTOWN	TX	77520
1110 N 11TH ST	BEAUMONT	TX	77702
255 DOWLEN RD	BEAUMONT	TX	77706
4015 EASTEX FWY	BEAUMONT	TX	77706
4095 DOWLEN RD	BEAUMONT	TX	77706
5480 COLLEGE ST	BEAUMONT	TX	77707
1552 BEDFORD RD	BEDFORD	TX	76021
2105 HARWOOD ROAD STE #219	BEDFORD	TX	76021
3700 CHEEK-SPARGER ROAD	BEDFORD	TX	76021
4439 BISSONNET ST	BELLAIRE	TX	77401
1009 S LOOP 121	BELTON	TX	76513
2218 HOLLAND ROAD	BELTON	TX	76513
3358 FM439	BELTON	TX	76513
601 E 6TH	BELTON	TX	76513
11550 BENBROOK BLVD	BENBROOK	TX	76126
1801 S GREGG	BIG SPRING	TX	79720
1600 WATAUGA SMITHFIELD RD STE A	BLUE MOUND	TX	76131
1693 RIVER RD	BOERNE	TX	78006
824 N MAIN ST	BOERNE	TX	78006
1001 N. CEDAR	BORGER	TX	79007
1612 S DAY ST	BRENHAM	TX	77833
3603 SOUTH FRONT ST SUITE 105	BROOKSHIRE	TX	77423
14584 STATE HIGHWAY 31 WEST	BROWNSBORO	TX	75756
2370 N EXPWY	BROWNSVILLE	TX	78526
3324 INTERNATIONAL	BROWNSVILLE	TX	78521
7877 BOCA CHICA BOULEVARD	BROWNSVILLE	TX	78521
507 N CENTER AVE	BROWNWOOD	TX	76801
1401 N TEXAS AVE	BRYAN	TX	77803
208 N TEXAS AVE	BRYAN	TX	77803
3221 S TEXAS AVE	BRYAN	TX	77802
3819 EAST 29TH STREET	BRYAN	TX	77802
401 WEST WILLIAM JOEL BRYAN PARKWAY	BRYAN	TX	77803
4311 N TEXAS AVE	BRYAN	TX	77803
5943 E SH 21	BRYAN	TX	77808
902 N HARVEY MITCHELL PKWY	BRYAN	TX	77803

16649 SOUTH INTERSTATE 35 FRONTAGE ROAD	BUDA	TX	78610
1200 SW WILSHIRE BLVD	BURLESON	TX	76028
12201 RENDON ROAD	BURLESON	TX	76028
1465 EAST RENFRO STREET	BURLESON	TX	76028
201 N BURLESON BLVD	BURLESON	TX	76028
440 SW WILSHIRE BLVD	BURLESON	TX	76028
31 HUNSLEY ROAD	CANYON	TX	79015
1900 S JOSEY LANE	CAROLLTON	TX	75006
1000 WEST ROSEMEADE PARKWAY	CARROLLTON	TX	75007
1616 W HEBRON PKWY	CARROLLTON	TX	75010
2146 N JOSEY LN	CARROLLTON	TX	75006
2155 MARSH LANE	CARROLLTON	TX	75006
2502 E BELT LINE RD	CARROLLTON	TX	75006
2760 E TRINITY MILLS RD	CARROLLTON	TX	75006
3044 OLD DENTON RD APT 317	CARROLLTON	TX	75007
3065 NORTH JOSEY LANE	CARROLLTON	TX	75007
3665 N JOSEY LN	CARROLLTON	TX	75007
635 E PLEASANT RUN RD	CEDAR HILL	TX	75104
710 E BELT LINE RD	CEDAR HILL	TX	75104
804 E BELT LINE RD STE 104	CEDAR HILL	TX	75104
1221 E NEW HOPE DR	CEDAR PARK	TX	78613
900 S BELL BLVD	CEDAR PARK	TX	78613
540 SHELDON RD	CHANNELVIEW	TX	77530
700 FARM TO MARKET RD 1103	CIBOLO	TX	78108
511 W HENDERSON ST	CLEBURNE	TX	76033
705 S ACCESS RD	CLYDE	TX	79510
1103 WILLIAM D FITCH PKWY	COLLEGE STATION	TX	77845
2408 TEXAS AVE STE D	COLLEGE STATION	TX	77840
600 GRAHAM ROAD	COLLEGE STATION	TX	77845
104 BLUERIDGE	COMFORT	TX	78013
1203 N LOOP 336 E	CONROE	TX	77301
1224 N LOOP 336 W	CONROE	TX	77301
1500 SOUTH FRAZIER STREET	CONROE	TX	77301
2016 N FM 3083 W	CONROE	TX	77304
3800 S LOOP 336 E	CONROE	TX	77301
422 SOUTH FRAZIER STREET	CONROE	TX	77301
700 E DAVIS ST	CONROE	TX	77301
812 W DALLAS ST	CONROE	TX	77301
3835 E LOOP 1604 N STE 103	CONVERSE	TX	78109
7825 EAST LOOP 1604 NORTH	CONVERSE	TX	78109
101 E BELT LINE RD	COPPELL	TX	75019
101 WOLF RD	COPPERAS COVE	TX	76522
10446 I-37	CORPUS CHRISTI	TX	78410
1130 WALDRON ROAD	CORPUS CHRISTI	TX	78418
1311 S STAPLES ST	CORPUS CHRISTI	TX	78404
2156 GOLLIHAR RD	CORPUS CHRISTI	TX	78416
2202 HOLLY RD	CORPUS CHRISTI	TX	78417
3310 MORGAN AVENUE	CORPUS CHRISTI	TX	78405
3801 RODD FIELD RD	CORPUS CHRISTI	TX	78414
4024 WEBER RD	CORPUS CHRISTI	TX	78411
4237 KOSTORYZ ROAD	CORPUS CHRISTI	TX	78415
4750 HOLLY ROAD	CORPUS CHRISTI	TX	78411
5801 S STAPLES ST	CORPUS CHRISTI	TX	78413
5857 LEOPARD STREET	CORPUS CHRISTI	TX	78408
6225 SOUTH PADRE ISLAND DRIVE	CORPUS CHRISTI	TX	78412
7201 S PADRE ISLAND DR	CORPUS CHRISTI	TX	78412
7629 S STAPLES ST	CORPUS CHRISTI	TX	78413
1139 W 7TH AVE	CORSICANA	TX	75110
1430 W 7TH AVE	CORSICANA	TX	75110
14405 FARM TO MARKET 2100	CROSBY	TX	77532
11901 BARKER CYPRESS RD	CYPRESS	TX	77433
12630 TELGE RD	CYPRESS	TX	77429
14004 TELGE RD	CYPRESS	TX	77429
7016 FRY RD SUITE B2	CYPRESS	TX	77433
8191 BARKER CYPRESS	CYPRESS	TX	77433
122 LIBERAL ST	DALHART	TX	79022
1005 S ZANG BLVD	DALLAS	TX	75208
10121 LAKE JUNE ROAD	DALLAS	TX	75217
102 S BELTLINE RD	DALLAS	TX	75253
10405 N CENTRAL EXPRESSWAY	DALLAS	TX	75231
11411 E NORTHWEST HWY	DALLAS	TX	75218
1221 N HAMPTON RD	DALLAS	TX	75208
12309 PLANO RD	DALLAS	TX	75243

1323 WEST CLARENDON DRIVE	DALLAS	TX	75208
136 NORTH MASTERS DRIVE	DALLAS	TX	75217
13936 MONTFORT DRIVE	DALLAS	TX	75240
1406 E OVERTON RD	DALLAS	TX	75216
1418 BONNIE VIEW ROAD	DALLAS	TX	75203
15130 SEAGOVILLE RD	DALLAS	TX	75253
18900 DALLAS PKWY STE 100	DALLAS	TX	75287
1900 NORTH HALL STREET	DALLAS	TX	75204
2111 S CESAR CHAVEZ BLVD	DALLAS	TX	75215
2210 HIGHLAND RD	DALLAS	TX	75228
2240 IRVING BOULEVARD	DALLAS	TX	75207
2333 HARDWICK ST	DALLAS	TX	75208
2402 N FITZHUGH AVE	DALLAS	TX	75206
2418 W CLARENDON DR	DALLAS	TX	75211
2560 ROYAL LANE	DALLAS	TX	75229
2630 WALNUT HILL LN	DALLAS	TX	75229
2636 FRANKFORD RD	DALLAS	TX	75287
2745 W NORTHWEST HWY	DALLAS	TX	75220
2880 FOREST LN	DALLAS	TX	75234
2911 E LEDBETTER DR	DALLAS	TX	75216
2913 GREENVILLE AVE	DALLAS	TX	75206
2947 SOUTH BUCKNER BOULEVARD	DALLAS	TX	75227
3010 N WESTMORELAND RD	DALLAS	TX	75212
3102 W CAMP WISDOM RD	DALLAS	TX	75237
3330 WEST KIEST BOULEVARD	DALLAS	TX	75233
33303 W ILLINOIS AVE	DALLAS	TX	75211
339 S RIVERFRONT BLVD	DALLAS	TX	75207
3535 N BUCKNER BLVD #106	DALLAS	TX	75228
3562 FOREST LANE	DALLAS	TX	75234
3629 HOLMES STREET	DALLAS	TX	75215
3818 N HAMPTON RD	DALLAS	TX	75212
3936 S POLK ST	DALLAS	TX	75224
4275 W NORTHWEST HWY	DALLAS	TX	75220
4307 DUNCANVILLE ROAD	DALLAS	TX	75236
4438 MAPLE AVE	DALLAS	TX	75219
4475 ADLER DR	DALLAS	TX	75211
5626 ALPHA RD	DALLAS	TX	75240
5711 E GRAND AVE	DALLAS	TX	75223
6413 HILLCREST AVE	DALLAS	TX	75205
6556 SKILLMAN ST	DALLAS	TX	75231
7110 S COCKRELL HILL RD	DALLAS	TX	75236
7410 HARRY HINES BOULEVARD	DALLAS	TX	75235
7995 LYNDON B JOHNSON FWY	DALLAS	TX	75240
8122 FOREST LN STE A	DALLAS	TX	75243
8353 PARK LN	DALLAS	TX	75231
8460 DENTON DR	DALLAS	TX	75235
9798 FOREST LN	DALLAS	TX	75243
9888 FERGUSON ROAD	DALLAS	TX	75228
306 HWY 90	DAYTON	TX	77535
102 E BELT LINE RD	DE SOTO	TX	75115
1816 SOUTH FARM TO MARKET 51	DECATUR	TX	76234
5034 LUELLA AVE	DEER PARK	TX	77536
908 W PASADENA BLVD	DEER PARK	TX	77536
605 E GARFIELD ST	DEL RIO	TX	78840
400 US-69	DENISON	TX	75021
801 W MAIN ST	DENISON	TX	75020
2607 LOY LAKE RD	DENNISON	TX	75020
1117 E MCKINNEY ST	DENTON	TX	76209
125 N BONNIE BRAE ST	DENTON	TX	76201
1450 DALLAS DRIVE	DENTON	TX	76205
1705 W UNIVERSITY DR	DENTON	TX	76201
218 WEST UNIVERSITY DRIVE	DENTON	TX	76201
736 FORT WORTH DR	DENTON	TX	76201
1001 N BECKLEY AVE STE 410C	DESOTO	TX	75115
1501 N HAMPTON RD	DESOTO	TX	75115
1009 E HONDO AVE	DEVINE	TX	78016
2908 DICKINSON AVE	DICKINSON	TX	77539
3515 GULF FWY	DICKINSON	TX	77539
900 HOOKS AVENUE	DONNA	TX	78537
1301 US 290	DRIPPING SPRINGS	TX	78620
1411 NORTH DUNCANVILLE ROAD	DUNCANVILLE	TX	75116
502 E CAMP WISDOM RD	DUNCANVILLE	TX	75116
602 S CLARK RD	DUNCANVILLE	TX	75137
700 S COCKRELL HILL RD	DUNCANVILLE	TX	75137
2104 S MCCOLL RD	EDINBURG	TX	78539
2502 E UNIVERSITY DR	EDINBURG	TX	78542
301 S SUGAR RD	EDINBURG	TX	78539
403 W TRENTON RD	EDINBURG	TX	78539
10026 MONTANA AVE	EL PASO	TX	79925

10650 GATEWAY BLVD N	EL PASO	TX	79924
10900 MCCOMBS	EL PASO	TX	79934
1130 JOE BATTLE BLVD	EL PASO	TX	79936
11390 MONTWOOD DR	EL PASO	TX	79936
11601 ROJAS	EL PASO	TX	79936 -6909
1250 AIRWAY BLVD	EL PASO	TX	79925
1330 N ZARAGOSA	EL PASO	TX	79936
1600 ZARAGOSA RD	EL PASO	TX	79936
2000 N PIEDRAS ST	EL PASO	TX	79930
2050-1 TRAWOOD DR.	EL PASO	TX	79935 -3511
2329 E MISSOURI AVE	EL PASO	TX	79903
3020 LEE TREVINO DR	EL PASO	TX	79936
311 W PAISANO DR	EL PASO	TX	79901
320 S AMERICAS AVE	EL PASO	TX	79907
3230 ALABAMA STREET	EL PASO	TX	79930
3815 PERSHING DR	EL PASO	TX	79903
4140 N MESA	EL PASO	TX	79902
4601 DYER STREET	EL PASO	TX	79930
4950 HERCULES AVE.	EL PASO	TX	79904 -3426
5316 E PAISANO DR	EL PASO	TX	79905
5710 HONDO PASS DR	EL PASO	TX	79924
5830 DYER ST	EL PASO	TX	79904
6095 MONTANA	EL PASO	TX	79925
6200 GATEWAY EAST	EL PASO	TX	79905 -2005
629 S YARBROUGH DR	EL PASO	TX	79915
6920 DELTA DR	EL PASO	TX	79905
6998 WESTWIND RD	EL PASO	TX	79912
7400 ALAMEDA AVE	EL PASO	TX	79915
7660 N MESA ST	EL PASO	TX	79912
850 E REDD RD	EL PASO	TX	79912
850 N ZARAGOZA RD	EL PASO	TX	79907
8601 N. LOOP	EL PASO	TX	79907 -4520
9601 DYER ST	EL PASO	TX	79924
9829 SOCORRO RD	EL PASO	TX	79927
995 LOMALAND	EL PASO	TX	79907 -2436
9950 GATEWAY BLVD N	EL PASO	TX	79924
1132 U.S. 290	ELGIN	TX	78621
18810 E US-290	ELGIN	TX	78621
513 WEST EDINBURG AVENUE	ELSA	TX	78543
406 W ENNIS AVE	ENNIS	TX	75119
1000 E HARWOOD RD	EULESS	TX	76039
1510 W EULESS BLVD	EULESS	TX	76040
3011 TEXAS 360	EULESS	TX	76039
901 E MIDCITIES BLVD	EULESS	TX	76039
301 U.S. 175	EUSTACE	TX	75124
100 NORTH FOREST HILL DRIVE	EVERMAN	TX	76140
29202 RALPH FAIR RD	FAIR OAKS	TX	78015
13920 JOSEY LN SUITE 110	FARMERS BRANCH	TX	75234
2740 VALWOOD PKWY, SUITE 110	FARMERS BRANCH	TX	75234
1700 10TH ST	FLORESVIL LE	TX	78114
1909 CROSS TIMBERS RD	FLOWER MOUND	TX	75028
2240 MORRISS RD #100	FLOWER MOUND	TX	75028
6621 FOREST HILL DRIVE	FOREST HILL	TX	76140
1102 RANCH RD STE 218	FORNEY	TX	75126
11511 WALNUT LANE	FORNEY	TX	75126
231 S FM 548	FORNEY	TX	75126
5525 FM741	FORNEY	TX	75126
6914 FARM TO MARKET ROAD 741	FORNEY	TX	75126
1309 W DICKINSON BLVD	FORT STOCKTON	TX	79735
1001 WOODHAVEN BOULEVARD	FORT WORTH	TX	76112
101 LONGHORN RD	FORT WORTH	TX	76179
10101 JACKSBORO HIGHWAY	FORT WORTH	TX	76135
1024 E BERRY ST	FORT WORTH	TX	76110
1050 N UNIVERSITY DR	FORT WORTH	TX	76114
1200 WEST BOLT STREET	FORT WORTH	TX	76110
1201 S RIVERSIDE DR	FORT WORTH	TX	76104
12509 BUSINESS HWY 287 N	FORT WORTH	TX	76179
12650 N BEACH ST	FORT WORTH	TX	76244
13008 PARK VISTA BLVD	FORT WORTH	TX	76244
1301 E SEMINARY DR	FORT WORTH	TX	76115
1306 SYCAMORE SCHOOL ROAD	FORT WORTH	TX	76134
1320 MILLER AVENUE	FORT WORTH	TX	76105
14205 TRINITY BLVD	FORT WORTH	TX	76155
15853 NORTH FREEWAY	FORT WORTH	TX	76177
1601 W BERRY ST	FORT WORTH	TX	76110
1704 NW 28TH ST	FORT WORTH	TX	76164
1900 NORTHEAST 33RD STREET	FORT WORTH	TX	76106

2501 HEMPHILL ST	FORT WORTH	TX	76110
2551 NE 28TH ST	FORT WORTH	TX	76111
2901 FAIR DRIVE	FORT WORTH	TX	76131
3401 ALTAMESA BLVD	FORT WORTH	TX	76133
3417 HORNE ST	FORT WORTH	TX	76107
3501 MILLER AVE	FORT WORTH	TX	76119
3576 W SEMINARY DR	FORT WORTH	TX	76133
3951 SYCAMORE SCHOOL ROAD	FORT WORTH	TX	76133
4140 MEADOWBROOK DR	FORT WORTH	TX	76103
4244 WILBARGER ST	FORT WORTH	TX	76119
4504 BOAT CLUB RD # 100	FORT WORTH	TX	76135
4601 BRYANT IRVIN RD	FORT WORTH	TX	76132
4724 SE LP 820	FORT WORTH	TX	76140
4821 SOUTH FWY	FORT WORTH	TX	76115
4901 E LANCASTER AVE	FORT WORTH	TX	76103
5133 WICHITA STREET	FORT WORTH	TX	76119
5375 GRANBURY RD	FORT WORTH	TX	76133
5902 JACKSBORO HIGHWAY	FORT WORTH	TX	76114
5910 AZLE AVE STE 500	FORT WORTH	TX	76106
6001 LT JG BARNETT RD	FORT WORTH	TX	76114
6044 S HULEN ST	FORT WORTH	TX	76132
6509 BRENTWOOD STAIR RD	FORT WORTH	TX	76112
6630 RUFE SNOW DR	FORT WORTH	TX	76148
6800 JOHN T WHITE ROAD	FORT WORTH	TX	76120
700 CALIFORNIA PARKWAY NORTH	FORT WORTH	TX	76115
7621 CAMP BOWIE W BLVD	FORT WORTH	TX	76116
9098 CAMP BOWIE WEST BLVD	FORT WORTH	TX	76116
9100 NORTH FREEWAY	FORT WORTH	TX	76177
9234 TEN MILE BRIDGE ROAD	FORT WORTH	TX	76135
9595 BOAT CLUB RD	FORT WORTH	TX	76179
9836 WHITE SETTLEMENT	FORT WORTH	TX	76108
9937 BLUE MOUND ROAD	FORT WORTH	TX	76131
1902 LLANO ST 78624	FREDERICKSBURG	TX	78624
516 S ADAMS ST	FREDERICKSBURG	TX	78624

205 W ELDORADO BLVD	FRIENDSWOOD	TX	77546
5091 FM 2351 RD	FRIENDSWOOD	TX	77546
12299 CUSTER ROAD	FRISCO	TX	75035
5570 FM 423	FRISCO	TX	75036
6529 DALLAS PKWY	FRISCO	TX	75034
8811 TEEL PARKWAY SUITE 180	FRISCO	TX	75034
8979 FM 423 STE 300	FRISCO	TX	75036
4625 HWY 377 S	FT WORTH	TX	76116
28830 FARM TO MARKET ROAD 1093	FULSHEAR	TX	77441
1100 N GRAND AVE	GAINESVILLE	TX	76240
3590 N I-35 FRONTAGE RD	GAINESVILLE	TX	76240
801 I-35	GAINESVILLE	TX	76240
1809 1ST STREET	GALENA PARK	TX	77547
4621 FORT CROCKETT BLVD	GALVESTON	TX	77551
6902 SEAWALL BLVD	GALVESTON	TX	77551
7201 AVENUE P 1/2	GALVESTON	TX	77551
2022 N GLENBROOK DR	GARLAND	TX	75040
2376 LAVON DRIVE	GARLAND	TX	75040
3261 BROADWAY BLVD SUITE 200	GARLAND	TX	75043
3845 N GARLAND AVE STE #100	GARLAND	TX	75040
4018 NORTH JUPITER ROAD	GARLAND	TX	75044
4334 SATURN RD	GARLAND	TX	75041
4402 BROADWAY BOULEVARD	GARLAND	TX	75043
6226 BROADWAY BLVD STE 100	GARLAND	TX	75043
101 HWY 36 BYPASS	GATESVILLE	TX	76528
2101 WESTINGHOUSE RD	GEORGETOWN	TX	78626
3600 EAST UNIVERSITY AVENUE STE 106	GEORGETOWN	TX	78626
5725 WILLIAMS DRIVE	GEORGETOWN	TX	78633
1640 S COCKRELL HILL RD	GLENN HEIGHTS	TX	75154
1817 N SAINT JOSEPH ST	GONZALES	TX	78629
1806A TEXAS 16	GRAHAM	TX	76450
2201 S MORGAN ST	GRANBURY	TX	76048
4505 EAST HWY 377	GRANBURY	TX	76049
535 SOUTH MORGAN STREET	GRANBURY	TX	76048
110 HENSLEY DRIVE	GRAND PRAIRIE	TX	75050
1209 FOUNTAIN PKWY	GRAND PRAIRIE	TX	75050

1726 SOUTH BELT LINE ROAD	GRAND PRAIRIE	TX	75051
1801 WEST POLO ROAD	GRAND PRAIRIE	TX	75052
2605 W PIONEER PKWY	GRAND PRAIRIE	TX	75051
3005 S CARRIER PKWY	GRAND PRAIRIE	TX	75052
3705 S CARRIER PKWY	GRAND PRAIRIE	TX	75052
608 EAST PIONEER PARKWAY	GRAND PRAIRIE	TX	75051
692 W PIONEER PKWY	GRAND PRAIRIE	TX	75051
809 WEST JEFFERSON STREET	GRAND PRAIRIE	TX	75051
7000 RANCH TO MARKET 1431	GRANITE SHOALS	TX	78654
1700 HWY 121 NORTH	GRAPEVINE	TX	76051
3000 GRAPEVINE MILLS PARKWAY	GRAPEVINE	TX	76051
3613 IRA E WOODS AVE	GRAPEVINE	TX	76051
3901 SOCKWELL BOULEVARD	GREENVILLE	TX	75401
7500 WESLEY ST	GREENVILLE	TX	75402
900 WOLFE CITY DR	GREENVILLE	TX	75401
6900 32ND ST	GROVES	TX	77619
5005 DENTON HWY	HALTOM CITY	TX	76117
5050 AIRPORT FWY	HALTOM CITY	TX	76117
6001 MIDWAY RD	HALTOM CITY	TX	76117
500 E FM 2410	HARKER HEIGHTS	TX	76548
926 INDIAN TR	HARKER HEIGHTS	TX	76548
1218 NORTH LOOP 499	HARLINGEN	TX	78550
930 MORGAN BLVD	HARLINGEN	TX	78550
2488 AVONDALE HASLET RD #148	HASLET	TX	76052
101 KILGORE DR	HENDERSON	TX	75652
100 RITCHIE RD	HEWITT	TX	76643
2930 E WALLISVILLE RD	HIGHLANDS	TX	77562
300 W ELM ST	HILLSBORO	TX	76645
14034 HORIZON	HORIZON	TX	79928
10103 TIDWELL ROAD	HOUSTON	TX	77078
10104 LA PORTE FWY	HOUSTON	TX	2729
102 CAVALCADE ST	HOUSTON	TX	77009
105 ALDINE BENDER RD	HOUSTON	TX	77060
10680A HAMMERLY BLVD	HOUSTON	TX	77043
10770 SPRING CYPRESS RD	HOUSTON	TX	77375
10801 S POST OAK RD	HOUSTON	TX	77035
10822 HUGHES ROAD	HOUSTON	TX	77089
10855 TELEPHONE ROAD	HOUSTON	TX	77075
10864 FARM TO MARKET 1960 ROAD WEST	HOUSTON	TX	77070
10914 WESTHEIMER ROAD	HOUSTON	TX	77042
110 SORTERS MCCLELLAN ROAD	HOUSTON	TX	77339
11206 EAST SAM HOUSTON PARKWAY NORTH	HOUSTON	TX	77044
11418 S SAM HOUSTON PKWY E	HOUSTON	TX	77089
11616 T C JESTER BLVD	HOUSTON	TX	77067
11730 WESTHEIMER RD	HOUSTON	TX	77077
11807 WESTHEIMER RD	HOUSTON	TX	77077
11911 JONES ROAD	HOUSTON	TX	77070
1201 N WAYSIDE DR	HOUSTON	TX	77020
1201 W SAM HOUSTON PKWY N	HOUSTON	TX	77043
12010 BAMMEL N HOUSTON	HOUSTON	TX	77066
12039 ANTOINE DRIVE	HOUSTON	TX	77066
12250 FARM TO MARKET ROAD 529	HOUSTON	TX	77041
1235 CLEAR LAKE CITY BOULEVARD	HOUSTON	TX	77062
12410 WALLISVILLE RD	HOUSTON	TX	77013
12801 HOMESTEAD ROAD	HOUSTON	TX	77039
12941 NORTH FWY	HOUSTON	TX	77060
13120 VETERANS MEMORIAL DR	HOUSTON	TX	77014
13630 RICHMOND AVE STE A	HOUSTON	TX	77082
13646 BISSONNET STREET	HOUSTON	TX	77083
1419 E NASA PKWY	HOUSTON	TX	77058
14455 CULLEN BOULEVARD	HOUSTON	TX	77047
14455 MARKET ST	HOUSTON	TX	77015
1450 ALDINE BENDER	HOUSTON	TX	77032
14702 FARM TO MARKET ROAD 529	HOUSTON	TX	77095
14760 WALLISVILLE RD	HOUSTON	TX	77049
1501 ALDINE MAIL ROUTE ROAD	HOUSTON	TX	77039
1508 AHRENS STREET	HOUSTON	TX	77017
1515 WALNUT BEND LANE	HOUSTON	TX	77042
15639 WESTPARK DR	HOUSTON	TX	77082
15795 BELLAIRE BOULEVARD	HOUSTON	TX	77083
15922 WALLISVILLE RD	HOUSTON	TX	77049
16200 HICKORY KNOLL DR	HOUSTON	TX	77059
1621 WITTE RD	HOUSTON	TX	77080
1711 N SHEPHERD DR	HOUSTON	TX	77008

1738 S DAIRY ASHFORD RD	HOUSTON	TX	77077
17504 NORTHWEST FREEWAY	HOUSTON	TX	77065
17702 KIETH HARROW BLVD	HOUSTON	TX	77084
18006 PARK ROW	HOUSTON	TX	77084
1801 CYPRESS STATION DR	HOUSTON	TX	77090
2007 WEST ALABAMA STREET	HOUSTON	TX	77098
2100 HAMILTON ST	HOUSTON	TX	77003
2222 LOUISIANA ST	HOUSTON	TX	77002
2246 WEST HOLCOMBE BOULEVARD	HOUSTON	TX	77030
2424 OLD SPANISH TRAIL	HOUSTON	TX	77054
2440 N SHEPHERD DR	HOUSTON	TX	77008
2702 ALABAMA STREET	HOUSTON	TX	77004
2747 BAY AREA BOULEVARD	HOUSTON	TX	77058
2768 W T C JESTER BLVD	HOUSTON	TX	77018
2808 SOUTH TEXAS 6	HOUSTON	TX	77082
3013 COLLINGSWORTH ST	HOUSTON	TX	77026
303 BAYLAND AVENUE	HOUSTON	TX	77009
3139 WEST HOLCOMBE BOULEVARD	HOUSTON	TX	77025
3400 LIBERTY ROAD	HOUSTON	TX	77026
3405 S SAM HOUSTON PKWY E	HOUSTON	TX	77047
3536 LOCKWOOD DR	HOUSTON	TX	77026
3604 CAMPBELL RD	HOUSTON	TX	77080
3711 SOUTH TEXAS 6	HOUSTON	TX	77082
4103 W BELLFORT AVE	HOUSTON	TX	77025
4400 YALE ST	HOUSTON	TX	77018
4401 BUCK STREET	HOUSTON	TX	77020
4740 KATY FREEWAY	HOUSTON	TX	77007
4826 HIGHWAY 6 N	HOUSTON	TX	77084
5008 ALDINE BENDER RD	HOUSTON	TX	77032
5161 SAN FELIPE SUITE 320	HOUSTON	TX	77056
5300 NORTH BRAESWOOD BOULEVARD	HOUSTON	TX	77096
5349 ANTOINE DR	HOUSTON	TX	77091
5432 HWY 6 N	HOUSTON	TX	77084
550 FM1959	HOUSTON	TX	77034
5560 GASMER DRIVE	HOUSTON	TX	77035
5800 ALMEDA RD	HOUSTON	TX	77004
6030 DASHWOOD DR	HOUSTON	TX	77081
6060 VICTORY DR	HOUSTON	TX	77088
6302 MARTIN LUTHER KING BLVD	HOUSTON	TX	77021
6309 BARKER CYPRESS RD	HOUSTON	TX	77084
6503 HARRISBURG BLVD	HOUSTON	TX	77011
6619 CHIMNEY ROCK RD	HOUSTON	TX	77081
6622 EAGLE PASS STREET	HOUSTON	TX	77020
6660 TELEPHONE RD	HOUSTON	TX	77061
6751 FAIRBANKS N HOUSTON RD	HOUSTON	TX	77040
6925 LAKEVIEW HAVEN DRIVE	HOUSTON	TX	77084
703 NORMANDY ST	HOUSTON	TX	77015
7045 NAVIGATION BLVD	HOUSTON	TX	77011
7131 QUEENSTON BLVD	HOUSTON	TX	77095
719 BARBARA MAE STREET	HOUSTON	TX	77015
7323 HARRISBURG BLVD	HOUSTON	TX	77011
733 N LOOP	HOUSTON	TX	77008
736 WILCREST DRIVE	HOUSTON	TX	77042
7401 CULLEN BLVD	HOUSTON	TX	77051
743 N SAM HOUSTON PKWY E	HOUSTON	TX	77060
7655 CYPRESS CREEK PKWY	HOUSTON	TX	77070
7802 WESTHEIMER RD	HOUSTON	TX	77063
7805 S. SOUTH HOUSTON PKWY E	HOUSTON	TX	77075
8012 HOMESTEAD RD	HOUSTON	TX	77028
8035 WEST AIRPORT BOULEVARD	HOUSTON	TX	77071
8102 WEST TIDWELL ROAD	HOUSTON	TX	77040
8103 MARTIN LUTHER KING BOULEVARD	HOUSTON	TX	77033
822 EDGEBROOK DR	HOUSTON	TX	77034
8235 WINDFERN RD	HOUSTON	TX	77040
8350 FRY ROAD	HOUSTON	TX	77433
8450 GULF FREEWAY	HOUSTON	TX	77017
8935 VETERANS MEMORIAL DRIVE	HOUSTON	TX	77088
903 EL DORADO BOULEVARD	HOUSTON	TX	77062
9191 WEST ROAD	HOUSTON	TX	77064
9202 ROSEHAVEN DR	HOUSTON	TX	77051
9323 CULLEN BLVD	HOUSTON	TX	77051
9337 KATY FREEWAY	HOUSTON	TX	77024
9350 NORTH FWY	HOUSTON	TX	77037
9415 GLENFIELD COURT	HOUSTON	TX	77096
945 TULLY STREET	HOUSTON	TX	77079
957 EAST NASA PARKWAY	HOUSTON	TX	77058
9700 TELEPHONE RD	HOUSTON	TX	77075
9721 JONES RD	HOUSTON	TX	77065

9806 N HOUSTON ROSSLYN RD	HOUSTON	TX	77088
7330 S LAKE HOUSTON PKWY	HOUSTON TX 77049	TX	77049
11105 FM 1960	HUFFMAN	TX	77336
10711 NORTH SAM HOUSTON PARKWAY EAST	HUMBLE	TX	77396
14905 OLD HUMBLE ROAD	HUMBLE	TX	77396
21502 ALDINE WESTFIELD RD	HUMBLE	TX	77338
4028 FM 1960	HUMBLE	TX	77346
411 ISAACKS ROAD	HUMBLE	TX	77338
6942 FARM TO MARKET 1960 ROAD EAST	HUMBLE	TX	77346
7715 FARM TO MARKET 1960 BYPASS ROAD WEST	HUMBLE	TX	77338
7839 RANKIN RD	HUMBLE	TX	77396
9351 FM1960 BUSINESS SUITE 100	HUMBLE	TX	77338
1746 TX-75	HUNTSVILLE	TX	77320
400 W BEDFORD EULESS RD	HURST	TX	76053
401 E HURST BLVD	HURST	TX	76053
634 W BEDFORD EULESS RD	HURST	TX	76053
751 BUENA VISTA DRIVE	HURST	TX	76053
844 WEST PIPELINE ROAD	HURST	TX	76053
143 EXCHANGE BLVD	HUTTO	TX	78634
3333 CO RD 119 #6	HUTTO	TX	78634
400 CHRIS KELLY BLVD	HUTTO	TX	78634
2734 DALLAS AVE	INGLESIDE	TX	78362
1102 E PIONEER DR	IRVING	TX	75061
2112 N O'CONNOR RD	IRVING	TX	75061
2302 WEST WALNUT HILL LANE	IRVING	TX	75038
2400 ROCK ISLAND RD	IRVING	TX	75060
3739 N STORY RD	IRVING	TX	75062
3947 N BELT LINE RD	IRVING	TX	75038
4325 W. JOHN CARPENTER FREEWAY	IRVING	TX	75063
4455 W NORTHGATE DR	IRVING	TX	75062
5401 N MACARTHUR BLVD	IRVING	TX	75038
705 N MACARTHUR BLVD	IRVING	TX	75061
9975 N MACARTHUR BLVD	IRVING	TX	75063
521 NORTH JACKSON STREET	JACKSONVILLE	TX	75766
11840 NORTH INTERSTATE 35	JARRELL	TX	76537
18660 RM 1431	JONESTOWN	TX	78645
305 EAST 12TH STREET	JOSHUA	TX	76058
1450 WEST GRAND PARKWAY SOUTH	KATY	TX	77494
1708 SPRING GREEN BOULEVARD	KATY	TX	77494
1955 N MASON RD	KATY	TX	77449
20240 PARK ROW BOULEVARD	KATY	TX	77449
23255 KINGSLAND BLVD	KATY	TX	77494
23927 FM 529 RD	KATY	TX	77493
24002 CLAY ROAD	KATY	TX	77493
3603 GREENHOUSE ROAD	KATY	TX	77449
403 WEST GRAND PARKWAY SOUTH	KATY	TX	77494
6078 NORTH FRY ROAD	KATY	TX	77449
6445 FM 1463	KATY	TX	77494
5970 PARK VISTA CIR	KELLER	TX	76244
841 NORTH TARRANT PARKWAY	KELLER	TX	76248
212 FM 518 RD	KEMAH	TX	77565
1698 JUNCTION HWY	KERRVILLE	TX	78028
1980 SIDNEY BAKER ST	KERRVILLE	TX	78028
227 N HENDERSON BLVD	KILGORE	TX	75662
1408 EAST RANCIER AVENUE	KILLEEN	TX	76541
1800 WEST ELMS ROAD	KILLEEN	TX	76549
2816 EAST VETERANS MEMORIAL BOULEVARD	KILLEEN	TX	76543
2901 W ELMS RD STE 200	KILLEEN	TX	76549
3000 LAKE ROAD	KILLEEN	TX	76543
305 E SCHLUETER LOOP	KILLEEN	TX	76542
4011 STAN SCHLUETER	KILLEEN	TX	76542
4201 EAST RANCIER AVENUE #107	KILLEEN	TX	76543
1029 U.S. 77	KINGSVILLE	TX	78363
1102 EAST YOAKUM AVENUE	KINGSVILLE	TX	78363
1102 S 6TH ST	KINGSVILLE	TX	78363
201 W SANTA GERTRUDIS ST	KINGSVILLE	TX	78363
2515 CHESTNUT RIDGE RD	KINGWOOD	TX	77339
4620 US-377 UNIT 2B	KRUGERVILLE	TX	76227
2101 BEBEE RD	KYLE	TX	78640
2300 WINDY HILL ROAD	KYLE	TX	78640
202 HIGHWAY 3	LA MARQUE	TX	77568
220 HWY 332 W	LAKE JACKSON	TX	77566
2418 RANCH RD 620 S	LAKEWAY	TX	78738
509 RANCH ROAD 620 SOUTH	LAKEWAY	TX	78734
3797 W ELDORADO PKWY	LAKEWOOD VILLAGE	TX	75068

4328 GULF FWY	LAMARQUE	TX	77568
1007 CEDARDALE ROAD	LANCASTER	TX	75134
1314 NORTH DALLAS AVENUE	LANCASTER	TX	75134
3225 W PLEASANT RUN RD	LANCASTER	TX	75146
3536 N INTERSTATE 35E RD	LANCASTER	TX	75134
995 W BELT LINE RD	LANCASTER	TX	75146
10122 MINES ROAD	LAREDO	TX	78045
1911 BOB BULLOCK LOOP	LAREDO	TX	78041
201 WEST DEL MAR BOULEVARD	LAREDO	TX	78041
2620 SANTA URSULA AVE	LAREDO	TX	78040
309 PARK STREET	LAREDO	TX	78040
3402 NORTH ARKANSAS AVENUE	LAREDO	TX	78043
3420 SANTA MARIA AVENUE	LAREDO	TX	78040
5300 SAN DARIO AVE	LAREDO	TX	78041
620 N ZAPATA HWY	LAREDO	TX	78043
702 SHILOH DRIVE	LAREDO	TX	78045
801 E SAUNDERS ST	LAREDO	TX	78041
106 LANDING BLVD	LEAGUE CITY	TX	77573
1851 W MAIN ST	LEAGUE CITY	TX	77573
222 SOUTH EGRET BAY BOULEVARD	LEAGUE CITY	TX	77573
3311 FM RD 518 E STE 400 F	LEAGUE CITY	TX	77573
811 WEST MAIN STREET	LEAGUE CITY	TX	77573
106 W WILLIS ST	LEANDER	TX	78641
12200 OLD 2243 W	LEANDER	TX	78641
1909 SOUTH HIGHWAY 183	LEANDER	TX	78641
7153 BANDERA RD	LEON VALLEY	TX	78238
1235 S STATE HWY 121	LEWISVILLE	TX	75067
1301 FM407 #104	LEWISVILLE	TX	75077
1324 WEST MAIN STREET	LEWISVILLE	TX	75067
1598 S VALLEY PKWY	LEWISVILLE	TX	75067
2560 KING ARTHUR BLVD	LEWISVILLE	TX	75056
290 E CORPORATE DR	LEWISVILLE	TX	75067
11801 FM 423	LITTLE ELM	TX	75068
1725 EAST ELDORADO PARKWAY	LITTLE ELM	TX	75068
1101 MCCANN RD	LONGVIEW	TX	75601
1501 PINE TREE ROAD	LONGVIEW	TX	75604
2000 S HIGH ST	LONGVIEW	TX	75602
2300 GILMER RD	LONGVIEW	TX	75604
3001 JUDSON RD	LONGVIEW	TX	75605
3357 GILMER RD	LONGVIEW	TX	75604
427 E LOOP 281	LONGVIEW	TX	75605
611 E MARSHALL AVE	LONGVIEW	TX	75601
709 GILMER RD	LONGVIEW	TX	75604
2524 PARKWAY DRIVE	LUBBOCK	TX	79403
2608 AVE Q	LUBBOCK	TX	79411
2902 4TH	LUBBOCK	TX	79415
3802 34TH	LUBBOCK	TX	79410
4324 82ND	LUBBOCK	TX	79423
5001 UNIVERSITY	LUBBOCK	TX	79412
5002 QUAKER	LUBBOCK	TX	79413
5112 114TH STREET	LUBBOCK	TX	79424
5444 50TH STREET	LUBBOCK	TX	79414
5724 4TH	LUBBOCK	TX	79416
5746 82ND ST	LUBBOCK	TX	79424
5761 34TH ST	LUBBOCK	TX	79407
5908 AVENUE P	LUBBOCK	TX	79412
6101 19TH ST	LUBBOCK	TX	79407
6413 FRANKFORD AVE	LUBBOCK	TX	79424
7303 82ND STREET	LUBBOCK	TX	79424
8109 INDIANA AVE	LUBBOCK	TX	79423
9802 SLIDE	LUBBOCK	TX	79424
3009 S JOHN REDDITT DR	LUFKIN	TX	75904
4600 S MEDFORD DR	LUFKIN	TX	75901
18903 FM 1488 RD	MAGNOLIA	TX	77355
28275 NICHOLS SAWMILL ROAD	MAGNOLIA	TX	77355
32725 FM 2978 RD STE 100	MAGNOLIA	TX	77354
1724 EAST BROAD STREET	MANSFIELD	TX	76063
2437 FM 917	MANSFIELD	TX	76063
26 E DEBBIE LN	MANSFIELD	TX	76063
2881 FM157	MANSFIELD	TX	76063
960 N WALNUT CREEK DR #107	MANSFIELD	TX	76063
16377 HWY 6	MANVEL	TX	77578
2101 RANCH TO MARKET 1431	MARBLE FALLS	TX	78654
503 E END BLVD S	MARSHALL	TX	75670
1601 PECAN BOULEVARD	MCALLEN	TX	78501
18 S MAIN ST	MCALLEN	TX	78501
1902 S 10TH ST	MCALLEN	TX	78501
2413 WEST MILITARY HIGHWAY	MCALLEN	TX	78503
2901 NORTH 23RD STREET	MCALLEN	TX	78501

3912 N MCCOLL RD	MCALLEN	TX	78501
4525 N WARE RD	MCALLEN	TX	78504
5221 NORTH 10TH STREET	MCALLEN	TX	78504
1313 N CHURCH ST	MCKINNEY	TX	75069
1411 NORTH CUSTER ROAD	MCKINNEY	TX	75071
1434 N CENTRAL EXPY	MCKINNEY	TX	75070
202 N CENTRAL EXP	MCKINNEY	TX	75070
2414 W UNIVERSITY DR SUITE 210	MCKINNEY	TX	75071
260 N COIT RD	MCKINNEY	TX	75071
3001 S HARDIN BLVD	MCKINNEY	TX	75070
4051 SOUTH CUSTER ROAD	MCKINNEY	TX	75070
4600 ELDORADO PKWY STE 700	MCKINNEY	TX	75070
5010 ALMA RD	MCKINNEY	TX	75070
6150 ELDORADO PARKWAY	MCKINNEY	TX	75072
1221 SAM RAYBURN HWY	MELISSA	TX	75454
1717 OATES DR	MESQUITE	TX	75150
1820 HILLCREST ST	MESQUITE	TX	75149
211 W GRUBB DR	MESQUITE	TX	75149
4503 GUS THOMASSON ROAD	MESQUITE	TX	75150
105 W OAK AVE	MIDLAND	TX	79705
2111 W WALL	MIDLAND	TX	79701
3301 W ILLINOIS DR	MIDLAND	TX	79703
4230 N MIDLAND DR	MIDLAND	TX	79707
4400 W WADLEY	MIDLAND	TX	79707
4415 N GARFIELD	MIDLAND	TX	79705
4601 N A ST	MIDLAND	TX	79705
4921 E LOOP 250 N	MIDLAND	TX	79705
715 W SCHARBAUER	MIDLAND	TX	79705
908 W INDIANA AVE	MIDLAND	TX	79701
1110 E MAIN ST	MIDLOTHIAN	TX	76065
616 EAST MAIN STREET	MIDLOTHIAN	TX	76065
1503 E HUBBARD ST	MINERAL WELLS	TX	76067
1400 WEST GRIFFIN PARKWAY	MISSION	TX	78572
1920 W MILE 7 RD	MISSION	TX	78573
2004 E GRIFFIN	MISSION	TX	78572
3503 NORTH CONWAY AVENUE	MISSION	TX	78574
801-851 EAST 1ST STREET	MISSION	TX	78572
2202 TEXAS PKWY	MISSOURI CITY	TX	77489
2465 FM 1092 RD	MISSOURI CITY	TX	77459
503 TEXAS PKWY	MISSOURI CITY	TX	77489
18547 TEXAS 105	MONTGOMERY	TX	77356
925 W 16TH ST	MT PLEASANT	TX	75455
257 E NEW BOSTON RD	NASH	TX	75569
1349 NEDERLAND AVENUE	NEDERLAND	TX	77627
1608 FM 365	NEDERLAND	TX	77627
2624 NEDERLAND AVE	NEDERLAND	TX	77627
13503 TEXAS 36	NEEDVILLE	TX	77461
2475 S IH 35	NEW BRAUNFELS	TX	78130
541 S HWY 46	NEW BRAUNFELS	TX	78130
5684 INTERSTATE 35	NEW BRAUNFELS	TX	78132
957 TX-337 LOOP	NEW BRAUNFELS	TX	78130
974 N WALNUT AVE	NEW BRAUNFELS	TX	78130
995 TX-337 LP	NEW BRAUNFELS	TX	78130
21316 LOOP 494	NEW CANEY	TX	77357
4037 RUFE SNOW DR	NORTH RICHLAND HILLS	TX	76180
5050 DAVIS BLVD	NORTH RICHLAND HILLS	TX	76180
5600 RUFE SNOW DR #113	NORTH RICHLAND HILLS	TX	76180
7802 N COLLEGE CIR	NORTH RICHLAND HILLS	TX	76180
7903 MAIN ST	NORTH RICHLAND HILLS	TX	76182
1101 E 42ND	ODESSA	TX	79762
1231 S CRANE	ODESSA	TX	79761
1401 W UNIVERSITY	ODESSA	TX	79764
1515 S GRANDVIEW AVE	ODESSA	TX	79761
1550 EAST 8TH STREET	ODESSA	TX	79761
221 EAST UNIVERSITY BOULEVARD	ODESSA	TX	79762
2712 E 8TH	ODESSA	TX	79761
3800 E 52ND ST	ODESSA	TX	79762
6001 EASTRIDGE RD	ODESSA	TX	79762
8700 ANDREWS HWY	ODESSA	TX	79765
1918 STRICKLAND DR	ORANGE	TX	77630
1625 TX-256 LOOP STE F	PALESTINE	TX	75801
1639 I-45	PALMER	TX	75152
1314 WEST PALMA VISTA DRIVE	PALMVIEW	TX	78572
1515 N. HOBART	PAMPA	TX	79065

3100 NE LOOP 286	PARIS	TX	75460
707 BONHAM ST	PARIS	TX	75460
1018 PASADENA BOULEVARD	PASADENA	TX	77506
1900 STRAWBERRY RD	PASADENA	TX	77502
2783 RED BLUFF RD	PASADENA	TX	77503
4010 FAIRMONT PKWY	PASADENA	TX	77504
4201 PASADENA BOULEVARD	PASADENA	TX	77503
4441 SPENCER HWY #100	PASADENA	TX	77504
5912 RED BLUFF RD	PASADENA	TX	77505
6315 FAIRMONT PARKWAY	PASADENA	TX	77505
11630 BROADWAY ST	PEARLAND	TX	77584
1823 NORTH MAIN STREET	PEARLAND	TX	77581
2221 COUNTY RD 129	PEARLAND	TX	77581
4453 SOUTH MAIN STREET	PEARLAND	TX	77581
8080 BAILEY ROAD	PEARLAND	TX	77584
8325 BROADWAY ST SUITE 244	PEARLAND	TX	77581
1400 S MAIN ST	PERRYTON	TX	79070
100 12TH ST	PFLUGERVILLE	TX	78660
14015 HYMILL DR	PFLUGERVILLE	TX	78660
15424 FARM TO MARKET ROAD 1825	PFLUGERVILLE	TX	78660
19500 N HEATHERWILDE BLVD	PFLUGERVILLE	TX	78660
1301 W US HIGHWAY 83	PHARR	TX	78577
2507 S CAGE BLVD	PHARR	TX	78577
2900 N SUGAR RD	PHARR	TX	78577
416 SOUTH CAGE BOULEVARD	PHARR	TX	78577
6805 S CAGE BLVD	PHARR	TX	78577
310 S GEER BLVD	PITTSBURG	TX	75686
2401 DIMMITT HWY	PLAINVIEW	TX	79072
2510 W 5TH ST	PLAINVIEW	TX	79072
1310 M AVE	PLANO	TX	75074
1620 INDEPENDENCE PKWY	PLANO	TX	75075
2000 W PARKER RD	PLANO	TX	75075
2001 COIT RD #168	PLANO	TX	75075
2011 W SPRING CREEK PKWY SUITE 50	PLANO	TX	75023
2300 E PARKER RD	PLANO	TX	75074
3300 COIT RD	PLANO	TX	75023
4040 PRESTON RD	PLANO	TX	75093
4100 E PARK BLVD	PLANO	TX	75074
6000 INDEPENDENCE PKWY	PLANO	TX	75023
6009 W PARKER RD	PLANO	TX	75093
6900 ALMA DR SUITE 215	PLANO	TX	75023
7801 ALMA DR	PLANO	TX	75025
7965 CUSTER ROAD	PLANO	TX	75025
826 LEGACY DR	PLANO	TX	75023
901 W PARK BLVD	PLANO	TX	75075
909 W SPRING CREEK PKWY STE 370	PLANO	TX	75023
104 SOUTH MAIN STREET	PLEASANTON	TX	78064
1800 WOODWORTH BLVD	PORT ARTHUR	TX	77640
3444 GULFWAY DR	PORT ARTHUR	TX	77642
852 MAGNOLIA AVENUE	PORT NECHES	TX	77651
21775 FM 1314 RD	PORTER	TX	77365
22338 FM 1314	PORTER	TX	77365
22570 FORD RD SUITE B	PORTER	TX	77365
US-181 FRONTAGE	PORTLAND	TX	78374
1501 PRINCETON DR	PRINCETON	TX	75407
1411 E UNIVERSITY DR	PROSPER	TX	75078
100 HARRIS AVE	RED OAK	TX	75154
290 E OVILLA RD	RED OAK	TX	75154
901 E OVILLA RD	RED OAK	TX	75154
1050 N COIT RD	RICHARDSON	TX	75080
1264 SPRING VALLEY	RICHARDSON	TX	75080
1332 S PLANO RD	RICHARDSON	TX	75081
1401 E ARAPAHO RD # A	RICHARDSON	TX	75081
2050 N COLLINS BLVD 105	RICHARDSON	TX	75080
555 W ARAPAHO RD	RICHARDSON	TX	75080
635 WEST CAMPBELL ROAD	RICHARDSON	TX	75080
818 S. CENTRAL EXPY	RICHARDSON	TX	75080
7212 BOULEVARD 26	RICHLAND HILLS	TX	76180
1385 FM 359 RD	RICHMOND	TX	77406
16740 W AIRPORT BLVD	RICHMOND	TX	77407
19120 WEST BELLFORT BLVD	RICHMOND	TX	77407
6611 FARM TO MARKET 1464	RICHMOND	TX	77407
8650 GRAND MISSION BLVD	RICHMOND	TX	77407
1541 FM 2004	RICHWOOD	TX	77531
101 W MOONLIGHT DR	ROBINSON	TX	76706
327 WEST AVENUE J	ROBSTOWN	TX	78380
701 LINCOLN AVE	ROBSTOWN	TX	78380
1802 W MARKET ST	ROCKPORT	TX	78382

2205 TX-276	ROCKWALL	TX	75032
876 W RUSK ST STE B	ROCKWALL	TX	75087
1730 B F TERRY BLVD STE 1002	ROSENBERG	TX	77471
1804 AVE H	ROSENBERG	TX	77471
3118 1ST ST	ROSENBERG	TX	77471
4307 AVENUE H STE B	ROSENBERG	TX	77471
1726 OLEANDER STREET	ROSHARON	TX	77583
1601 S I-35 FRONTAGE RD #390	ROUND ROCK	TX	78664
1717 SOUTH MAYS STREET	ROUND ROCK	TX	78664
3100 NORTH A W GRIMES BLVD	ROUND ROCK	TX	78665
900 LOUIS HENNA BLVD	ROUND ROCK	TX	78664
5119 ROWLETT RD	ROWLETT	TX	75088
5328 LAKEVIEW PKWY	ROWLETT	TX	75088
9400 LAKEVIEW PKWY STE 101	ROWLETT	TX	75088
117 I-30 FRONTAGE RD	ROYSE CITY	TX	75189
7514 TEXAS 66	ROYSE CITY	TX	75189
501 N SAGINAW BLVD	SAGINAW	TX	76179
1850 W BEAUREGARD AVE	SAN ANGELO	TX	76901
2202 N CHADBOURNE	SAN ANGELO	TX	76903
3369 KNICKERBOCKER RD	SAN ANGELO	TX	76904
4321 SOUTHWEST BLVD	SAN ANGELO	TX	76904
10402 BANDERA RD	SAN ANTONIO	TX	78250
110 NASSAU DR	SAN ANTONIO	TX	78213
11003 CULEBRA RD	SAN ANTONIO	TX	78254
1105 FERNDALE STREET	SAN ANTONIO	TX	78211
11056 TEXAS 16	SAN ANTONIO	TX	78224
11311 HUEBNER RD	SAN ANTONIO	TX	78230
1134 CULEBRA RD	SAN ANTONIO	TX	78201
1139 SOUTH WW WHITE ROAD	SAN ANTONIO	TX	78220
1203 AUSTIN HWY	SAN ANTONIO	TX	78209
12210 NACOGDOCHES RD	SAN ANTONIO	TX	78217
12434 NACOGDOCHES ROAD	SAN ANTONIO	TX	78217
12602 JONES MALTSBERGER RD	SAN ANTONIO	TX	78247
12845 POTRANCO RD	SAN ANTONIO	TX	78253
13323 CULEBRA RD	SAN ANTONIO	TX	78253
13425 BLANCO ROAD	SAN ANTONIO	TX	78216
1429 DONALDSON AVE	SAN ANTONIO	TX	78228
14602 HUEBNER RD	SAN ANTONIO	TX	78230
14839 TOEPPERWEIN RD	SAN ANTONIO	TX	78233
15010 JUDSON RD	SAN ANTONIO	TX	78247
15139 BULVERDE ROAD	SAN ANTONIO	TX	78247
1514 S NEW BRAUNFELS AVE	SAN ANTONIO	TX	78210
155 SOUTH WW WHITE ROAD	SAN ANTONIO	TX	78219
15503 BABCOCK RD	SAN ANTONIO	TX	78255
15614 HUEBNER RD #110	SAN ANTONIO	TX	78248
16624 SAN PEDRO AVE	SAN ANTONIO	TX	78232
1775 ENCINO RIO	SAN ANTONIO	TX	78259
1822 CINCINNATI AVENUE	SAN ANTONIO	TX	78201
20115 U.S. 281	SAN ANTONIO	TX	78221
208 S NEW BRAUNFELS AVE	SAN ANTONIO	TX	78203
2113 W MARTIN ST	SAN ANTONIO	TX	78207
2118 S ZARZAMORA ST	SAN ANTONIO	TX	78207
223 BYNUM AVE	SAN ANTONIO	TX	78211
2300 NE INTERSTATE 410 LOOP	SAN ANTONIO	TX	78217
2315 HARRY WURZBACH RD	SAN ANTONIO	TX	78209
2317 PINN ROAD	SAN ANTONIO	TX	78227
23650 US HIGHWAY 281 N	SAN ANTONIO	TX	78258
2400 THOUSAND OAKS	SAN ANTONIO	TX	78232
2402 HICKS AVENUE	SAN ANTONIO	TX	78210
24354 WILDERNESS OAK	SAN ANTONIO	TX	78258
2502 AUSTIN HWY	SAN ANTONIO	TX	78218
2502 S GENERAL MCMULLEN DR	SAN ANTONIO	TX	78226
25020 BLANCO RD	SAN ANTONIO	TX	78260
2506 PLEASONTON RD	SAN ANTONIO	TX	78221
25510 BULVERDE RD	SAN ANTONIO	TX	78261
26210 CANYON GOLF RD	SAN ANTONIO	TX	78260
2709 GOLIAD ROAD	SAN ANTONIO	TX	78223
2726 LOCKHILL SELMA RD	SAN ANTONIO	TX	78230
2850 W LOOP 1604 S	SAN ANTONIO	TX	78245

3941 EISENHAURE RD	SAN ANTONIO	TX	78218
400 RANDALL AVENUE	SAN ANTONIO	TX	78237
4003 E SOUTHCROSS BLVD	SAN ANTONIO	TX	78222
4030 MEDICAL DRIVE	SAN ANTONIO	TX	78229
4058 NACO PERRIN BLVD	SAN ANTONIO	TX	78217
4415 WEST AVE	SAN ANTONIO	TX	78213
446 CUPPLES RD	SAN ANTONIO	TX	78237
4712 SAN PEDRO AVENUE	SAN ANTONIO	TX	78212
5100 FREDERICKSBURG RD #101	SAN ANTONIO	TX	78229
516 SOUTH ZARZAMORA STREET	SAN ANTONIO	TX	78207
5230 N LP 1604 W	SAN ANTONIO	TX	78249
526 W CEVALLOS	SAN ANTONIO	TX	78204
5365 NEW SULPHUR SPRINGS RD	SAN ANTONIO	TX	78222
5427 CHARLES WINDHAM	SAN ANTONIO	TX	78218
5460 BABCOCK RD	SAN ANTONIO	TX	78240
602 LABOR ST	SAN ANTONIO	TX	78210
6111 TEZEL RD	SAN ANTONIO	TX	78250
6203 S ZARZAMORA ST	SAN ANTONIO	TX	78211
6301 NORHTWEST LOOP 410	SAN ANTONIO	TX	78238
6358 OLD PEARSALL RD.	SAN ANTONIO	TX	78242
6447 CAMP BULLIS RD	SAN ANTONIO	TX	78257
6614 SAN PEDRO AVE	SAN ANTONIO	TX	78216
7096 BANDERA RD	SAN ANTONIO	TX	78228
7239 STILL BROOK ST	SAN ANTONIO	TX	78238
7271 WURZBACH ROAD	SAN ANTONIO	TX	78240
7519 MARBACH ROAD	SAN ANTONIO	TX	78227
7530 NW LOOP 410	SAN ANTONIO	TX	78251
7880 CULEBRA RD	SAN ANTONIO	TX	78251
7910 W 1604 N	SAN ANTONIO	TX	78250
8002 FM78	SAN ANTONIO	TX	78244
841 E BITTERS RD	SAN ANTONIO	TX	78216
8614 S ZARZAMORA ST	SAN ANTONIO	TX	78224
8719 WURZBACH RD	SAN ANTONIO	TX	78240
8802 POTRANCO RD #10	SAN ANTONIO	TX	78251
8815 POTRANCO RD	SAN ANTONIO	TX	78251
9094 GUILBEAU ROAD	SAN ANTONIO	TX	78250
913 N MITTMAN ST	SAN ANTONIO	TX	78202
1101 E FM 495	SAN JUAN	TX	78589
2601 N RAUL LONGORIA RD	SAN JUAN	TX	78589
909 W 1ST ST	SAN JUAN	TX	78589
900 BUGG LN	SAN MARCOS	TX	78666
10422 FARM TO MARKET RD 1764	SANTA FE	TX	77510
14425 I-10 FRONTAGE RD	SCHERTZ	TX	78154
17599 IH-35 N	SCHERTZ	TX	78154
212 HALL ROAD	SEAGOVILLE	TX	75159
410 US-175 FRONTAGE RD STE 205	SEAGOVILLE	TX	75159
1052 E KINGSBURY ST	SEGUIN	TX	78155
19153 I-45	SHENANDOAH	TX	77385
106 SUNSET BLVD	SHERMAN	TX	75092
1904 N GRAND AVE	SHERMAN	TX	75090
2091 E ROBY HWY	SNYDER	TX	79549
407 COLISEUM DR	SNYDER	TX	79549
5109 BIG SPRING HIGHWAY	SNYDER	TX	79549
11400 SOCORRO RD	SOCORRO	TX	79927
602 S HORIZON	SOCORRO	TX	79927
1101 SPENCER HWY	SOUTH HOUSTON	TX	77587
8306 N HWY 6	SPEEGLEVILLE	TX	76712
24834 GOSLING RD	SPRING	TX	77389
25192 I-45, STE #107	SPRING	TX	77386
29719 BROOKCHASE DR	SPRING	TX	77386
3421 LOUETTA RD	SPRING	TX	77388
4806 SPRING STUEBNER RD B	SPRING	TX	77389
5034 FARM TO MARKET 2920	SPRING	TX	77388
6224 SPRING CYPRESS ROAD SUITE 112	SPRING	TX	77379
7505 SPRING CYPRESS RD	SPRING	TX	77379
8220 LOUETTA RD	SPRING	TX	77379
9610 LOUETTA RD	SPRING	TX	77379
19750 TEXAS 46 #102	SPRING BRANCH	TX	78070
100 E HWY 199	SPRINGTOWN	TX	76082
4800 E HWY 199 UNIT 101	SPRINGTOWN	TX	76082
12220 MURPHY RD SUITE F	STAFFORD	TX	77477
13001 JAMES LN	STAFFORD	TX	77477

3607 S MAIN ST #104	STAFFORD	TX	77477
4535 SOUTH MAIN STREET	STAFFORD	TX	77477
161 E SOUTH LOOP	STEPHENVILLE	TX	76401
2963 W WASHINGTON ST	STEPHENVILLE	TX	76401
10555 SYNOTT ROAD	SUGAR LAND	TX	77498
12521 FM 1464 RD	SUGAR LAND	TX	77498
13811 SOUTHWEST FWY	SUGAR LAND	TX	77478
8250 US-90 ALT	SUGAR LAND	TX	77478
430 INDUSTRIAL DRIVE W	SULPHER SPRINGS	TX	75482
1108 E BROADWAY ST	SWEETWATER	TX	79556
1101 N MAIN ST	TAYLOR	TX	76574
1103 S 1ST ST	TEMPLE	TX	76504
1601 E ADAMS AVE	TEMPLE	TX	76501
2204 W AVE M	TEMPLE	TX	76504
2815 W ADAMS AVE	TEMPLE	TX	76504
3111 S 31ST ST	TEMPLE	TX	76502
4105 SOUTH GENERAL BRUCE DRIVE	TEMPLE	TX	76502
415 VAN DYCK DRIVE	TEMPLE	TX	76504
605 N 3RD	TEMPLE	TX	76501
807 E MOORE AVE	TERRELL	TX	75160
2223 NEW BOSTON ROAD	TEXARKANA	TX	75501
2307 N STATE LINE AVE	TEXARKANA	TX	75501
3610 SUMMERHILL RD	TEXARKANA	TX	75503
8456 US-59	TEXARKANA	TX	75501
8490 W 7TH ST	TEXARKANA	TX	75501
430 HWY 146 N	TEXAS CITY	TX	77590
3901 SH 121	THE COLONY	TX	75056
4679 TX-121 SUITE 129	THE COLONY	TX	75056
7112 MAIN ST	THE COLONY	TX	75056
1231 ALMA ST	TOMBALL	TX	77375
15215 FM 2920 RD	TOMBALL	TX	77377
16949 NORTH ELDRIDGE PARKWAY	TOMBALL	TX	77377
30504 TEXAS 249	TOMBALL	TX	77375
11812 STATE HWY 64	TYLER	TX	75704
12810 FM-14	TYLER	TX	75706
1301 WEST SOUTHWEST LOOP 323	TYLER	TX	75701
1316 SOUTH VINE AVE	TYLER	TX	75701
2106 WEST GENTRY PARKWAY	TYLER	TX	75702
2431 EAST SOUTHEAST LOOP 323	TYLER	TX	75701
2615 E COMMERCE ST	TYLER	TX	75702
2700 EAST 5TH ST	TYLER	TX	75701
302 WEST MARTIN LUTHER KING JUNIOR BOULEVARD	TYLER	TX	75702
5011 TROUP HWY	TYLER	TX	75701
5120 OLD JACKSONVILLE HWY	TYLER	TX	75703
6393 PALUXY DR	TYLER	TX	75703
2914 PAT BOOKER RD	UNIVERSAL CITY	TX	78148
2250 E MAIN ST	UVALDE	TX	78801
524 WEST MAIN STREET	UVALDE	TX	78801
1409 NE WATER ST	VICTORIA	TX	77901
695 NORTH MAIN STREET	VIDOR	TX	77662
202 S ELM ST	WACAHACHIE	TX	75165
1000 S NEW RD	WACO	TX	76711
1812 W WACO RD	WACO	TX	76701
2000 N VALLEY MILLS DR	WACO	TX	76710
3001 GHOLSON RD	WACO	TX	76705
501 EAST WACO DRIVE	WACO	TX	76704
5201 SANGER AVENUE	WACO	TX	76710
7500 BOSQUE BLVD	WACO	TX	76712
9417 CHINA SPRING RD	WACO	TX	76708
102 REDWATER RD	WAKE VILLAGE	TX	75501
6212 DENTON HWY	WATAUGA	TX	76148
8251 RUFE SNOW DR	WATAUGA	TX	76148
813 FERRIS AVE	WAXAHACHIE	TX	75165
102 SANTA FE DRIVE	WEATHERFORD	TX	76086
7458 I-20	WEATHERFORD	TX	76088
1710 FM 528 RD	WEBSTER	TX	77598
135 S BRIDGE AVE	WESLACO	TX	78596
4654 N INTERNATIONAL BLVD	WESLACO	TX	78599
2425 NORTH RICHMOND ROAD	WHARTON	TX	77488
608 US 80	WHITE OAK	TX	75693
2025 S CHERRY LN	WHITE SETTLEMENT	TX	76108
2209 PETTIT PARKWAY	WHITEWRIGHT	TX	75491
1579 STATE HWY 22	WHITNEY	TX	76692
100 E HATTON RD	WICHITA FALLS	TX	76302
1200 LOOP 11	WICHITA FALLS	TX	76306

1508 SOUTHWEST PKWY	WICHITA FALLS	TX	76302
2515 5TH ST	WICHITA FALLS	TX	76301
3609 KEMP BLVD	WICHITA FALLS	TX	76308
7351 NORTHWEST FWY	WICHITA FALLS	TX	76305
105 INTERSTATE 45	WILMER	TX	75172
104 NORTH BALLARD AVENUE	WYLIE	TX	75098
2744 FM 1378	WYLIE	TX	75098
801 S WESTGATE WAY	WYLIE	TX	75098

EXECUTION VERSION

OMNIBUS ACTION BY WRITTEN CONSENT OF

THE BOARDS OF DIRECTORS OF
KUTT, INC.
MINTZ ASSETS, INC.
(the "Corporation Companies")

AND

THE SOLE MEMBERS OF
BITCOIN DEPOT OPERATING LLC
BT HOLDCO LLC
BTM INTERNATIONAL HOLDINGS 1 LLC
BTM INTERNATIONAL HOLDINGS II LLC
CASH RAMP LLC
INTUITIVE SOFTWARE LLC
KIOSK HOLDCO LLC
KIOSK TECHNICIANS, LLC
(the "Member-Managed Companies")

AND

THE MANAGERS OF
BCD MERGER SUB LLC
MCA SERVICES GROUP, LLC
LUX VENDING KIOSK, LLC
(the "Manager-Managed Companies" and, together with the Corporation Companies and the Member-Managed Companies, the "Companies")

May 17, 2026

The undersigned being:

(a) All of the members of the board of directors of Kutt, Inc., a Delaware corporation ("***Kutt***");

(b) All of the members of the board of directors of Mintz Assets, Inc., a Georgia corporation ("***Mintz Assets***");

(c) The managing member of Intuitive Software LLC, a Delaware limited liability company (being Bitcoin Depot Operating LLC, a Delaware limited liability company ("***Bitcoin Operating***"));

(d) All of the managers of (i) BCD Merger Sub LLC, a Delaware limited liability company ("***BCD Merger Sub***"), (ii) MCA Services Group, LLC, a Delaware limited liability company, and (iii) Lux Vending Kiosk, LLC, a Delaware limited liability company;

(e) The sole member of Bitcoin Operating (being Kiosk HoldCo LLC, a Delaware limited liability company ("***Kiosk HoldCo***"));

(f) The sole member of Kiosk HoldCo (being BT HoldCo LLC, a Delaware limited liability company ("***BT HoldCo***"));

(g) The sole member of BT HoldCo (being BCD Merger Sub);

(h) The sole member of Cash Ramp, LLC, a Delaware limited liability company (being Kiosk HoldCo);

(i) The sole member of BTM International Holdings 1 LLC, a Delaware limited liability company (being Mintz Assets);

(j) The sole member of BTM International Holdings II LLC, a Delaware limited liability company (being Mintz Assets); and

(k) The sole member of Kiosk Technicians, LLC, a Delaware limited liability company (being Mintz Assets) (the governing bodies set forth in (a) through (k), collectively, the "***Consenting Bodies***");

acting by written consent in lieu of a meeting pursuant to Section 18-302(d) of the Delaware Limited Liability Company Act (with respect to the Member-Managed Companies and the Manager-Managed Companies), Section 228(a) of the Delaware General Corporation Law (with respect to Kutt) and Section 14-2-821 of the Georgia Business Corporation Code (with respect to Mintz Assets), hereby take the following actions by unanimous written consent of such Consenting Body with respect to each Company, which actions shall have the same force and effect as if adopted at a duly called and held meeting of each such Consenting Body.

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' immediate liquidity needs, liabilities, contractual obligations, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of each Company to (i) file for immediate protection under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") and (ii) file or cause to be filed voluntary petitions for relief (the "***Chapter 11 Petitions***," and the cases commenced thereby, the "***Chapter 11 Cases***") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, or another appropriate court (the "***U.S. Bankruptcy Court***"), and any and all documents necessary or convenient to effect, cause, or to promote the Chapter 11 Cases;

WHEREAS, pursuant to a unanimous written consent duly adopted on May 14, 2026, the board of directors of Bitcoin Depot Inc. established a special committee (the "***Restructuring Committee***") for the purposes of, among other things, (i) engaging in an evaluation of the Companies' strategic alternatives, including without limitation, a potential sale of all or substantially all of the assets of the Companies, a recapitalization or restructuring of the Companies' outstanding indebtedness, a restructuring or liquidation of the Companies under chapter 11 of the Bankruptcy Code, and/or other transactions and (ii) considering and authorizing certain conflict matters;

WHEREAS, the Restructuring Committee has reviewed and considered the need for the Chapter 11 Cases and has (x) determined that it is advisable, fair to, and in the best interests of the Companies to approve the filing of the Chapter 11 Cases and (y) recommended that the Consenting Bodies pursue, adopt and approve the filing of the Chapter 11 Cases; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operate, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the liquidity position of the Companies, and (iii) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of each Company to pursue the Chapter 11 Cases, as approved in this written consent.

Chapter 11 Filing

NOW, THEREFORE, BE IT RESOLVED, that each Consenting Body hereby determines that it is advisable and in the best interest of the respective Company to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that each Consenting Body hereby authorizes each respective Company to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that each Consenting Body hereby authorizes and empowers each duly appointed manager or officer of each Company (each an "***Authorized Officer***" and, collectively, the "***Authorized Officers***"), to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of each Company, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that each Consenting Body hereby authorizes and empowers each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve, and subject to further Consenting Body approvals as the Companies and their counsel determine to be appropriate under the circumstances;

Retention of Professionals

FURTHER RESOLVED, that each Consenting Body hereby approves the Companies' engagement of Vinson & Elkins L.L.P. ("***V&E***") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Triple P TRS, LLC and Triple P Securities, LLC (together, "***Portage Point***") as financial advisor to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Portage Point for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Portage Point;

FURTHER RESOLVED, that each Consenting Body hereby approves the Companies' engagement of Kroll Restructuring Administration LLC ("***Kroll***") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Kroll for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Kroll;

FURTHER RESOLVED, that each Consenting Body hereby authorizes and empowers each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that each Consenting Body hereby authorizes and empowers each Authorized Officer, on behalf of each Company, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions

necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of each Company, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[*The remainder of this page is intentionally blank.*]

IN WITNESS WHEREOF, the undersigned, being the sole or managing member, as applicable, of each Member-Managed Company, has executed this written consent effective as of the date first written above.

BITCOIN DEPOT OPERATING LLC

By: Kiosk HoldCo LLC, its sole member

By: BT HoldCo LLC, its sole member

By: BCD Merger Sub LLC, its sole member

By: Bitcoin Depot Inc., its sole member

Signed by:
By: Christopher Ryan
8F7ABC3954F475...
Name: Christopher Ryan
Title: General Counsel and Corporate Secretary

BT HOLDCO LLC

By: BCD Merger Sub LLC, its sole member

By: Bitcoin Depot Inc., its sole member

Signed by:
By: Christopher Ryan
8F7ABC3954F475...
Name: Christopher Ryan
Title: General Counsel and Corporate Secretary

CASH RAMP LLC

By: Kiosk HoldCo LLC, its sole member

By: BT HoldCo LLC, its sole member

By: BCD Merger Sub LLC, its sole member

By: Bitcoin Depot Inc., its sole member

Signed by:
By: Christopher Ryan
8F7ABC3954F475...
Name: Christopher Ryan
Title: General Counsel and Corporate Secretary

INTUITIVE SOFTWARE LLC

By: Bitcoin Depot Operating LLC, its managing member

By: Kiosk HoldCo LLC, its sole member

By: BT HoldCo LLC, its sole member

By: BCD Merger Sub LLC, its sole member

By: Bitcoin Depot Inc., its sole member

By: Signed by: Christopher Ryan 6F7A8C39B41F475...
Name: Christopher Ryan
Title: General Counsel and Corporate Secretary

KIOSK HOLDCO LLC

By: BT HoldCo LLC, its sole member

By: BCD Merger Sub LLC, its sole member

By: Bitcoin Depot Inc., its sole member

By: Signed by: Christopher Ryan 6F7A8C39B41F475...
Name: Christopher Ryan
Title: General Counsel and Corporate Secretary

KIOSK TECHNICIANS, LLC

By: Mintz Assets, Inc., its sole member

By: Bitcoin Depot Operating LLC, its sole stockholder

By: Kiosk HoldCo LLC, its sole member

By: BT HoldCo LLC, its sole member

By: BCD Merger Sub LLC, its sole member

By: Bitcoin Depot Inc., its sole member

By: Signed by: Christopher Ryan 6F7A8C39B41F475...
Name: Christopher Ryan
Title: General Counsel and Corporate Secretary

BTM INTERNATIONAL HOLDINGS 1 LLC

By: Mintz Assets, Inc., its sole member

By: Bitcoin Depot Operating LLC, its sole stockholder

By: Kiosk HoldCo LLC, its sole member

By: BT HoldCo LLC, its sole member

By: BCD Merger Sub LLC, its sole member

By: Bitcoin Depot Inc., its sole member

Signed by:
By: Christopher Ryan
6E7A8C39541F475...
Name: Christopher Ryan
Title: General Counsel and Corporate Secretary

BTM INTERNATIONAL HOLDINGS II LLC

By: Mintz Assets, Inc., its sole member

By: Bitcoin Depot Operating LLC, its sole stockholder

By: Kiosk HoldCo LLC, its sole member

By: BT HoldCo LLC, its sole member

By: BCD Merger Sub LLC, its sole member

By: Bitcoin Depot Inc., its sole member

Signed by:
By: Christopher Ryan
9F7A8C39541F475...
Name: Christopher Ryan
Title: General Counsel and Corporate Secretary

Docusign Envelope ID: 01F3D242-4F4B-4AEA-AC82-34747058625E

IN WITNESS WHEREOF, the undersigned, being the managers of each Manager-Managed Company, has executed this written consent effective as of the date first written above.

BCD MERGER SUB LLC
MCA SERVICES GROUP, LLC
LUX VENDING KIOSK, LLC

Signed by:
By: _____
C5DA87536D2842C...
Name: W. Alexander Holmes
Title: Manager

Signed by:
By: _____
C5DA87536D2842C...
Name: W. Alexander Holmes
Title: Manager

Docusign Envelope ID: 01F3D242-4F4B-4AFA-AC82-34747058625E

IN WITNESS WHEREOF, the undersigned, being the sole member of the board of directors of Kutt, Inc., has executed this written consent effective as of the date first written above.

KUTT, INC.

Signed by:

C5DA87536D2612C...

W. Alexander Holmes

IN WITNESS WHEREOF, the undersigned, being the sole member of the board of directors of Mintz Assets, Inc., has executed this written consent effective as of the date first written above.

MINTZ ASSETS, INC.

Signed by:
C5DA87536D2842C...

W. Alexander Holmes

Fill in this information to identify the case:

Debtor name: Bitcoin Depot Inc. et al.
United States Bankruptcy Court for the Southern District of Texas
Case number (if known): 26-_____ ( )

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim. If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
1	CASHCLOUD ATTN: THOMAS CONWAY 400-411 ROOSEVELT AVENUE OTTAWA, ON K2A 3X9 CANADA	ATTN: THOMAS CONWAY EMAIL: TCONWAY@CONWAYLITIGATION.CA PHONE NUMBER: 613-780-2011	LEGAL JUDGEMENT	D			$18,470,000.00
2	WPS KIOSK PARTNERS LLC ATTN: WILLIAM SIRIGNANO 135 W 50TH ST SUITE 200 NEW YORK, NY 10020	ATTN: WILLIAM SIRIGNANO EMAIL: W@WPSCAPITALPARTNERS.COM	PROFIT SHARE AGREEMENT	C, U, D			$5,000,000.00
3	LEGACY VENDING, LLC ATTN: ANSUR AHMED 7633 GRAND RIDGE ROAD COLUMBUS, GA 31904	ATTN: ANSUR AHMED EMAIL: ANSUR.AHMED@OUTLOOK.COM	PROFIT SHARE AGREEMENT	C, U, D			$3,760,000.00
4	SOPRIS-BITCOIN DEPOT INVESTORS LLC ATTN: DAN WEDMAN 409 ASPEN AIRPORT BUSINESS CENTER SUITE B ASPEN, CO 81612	ATTN: DAN WEDMAN EMAIL: DWEDMAN@SOPRISCAPITAL.COM	PROFIT SHARE AGREEMENT	C, U, D			$2,000,000.00
5	KIRKLAND & ELLIS LLP ATTN: THOMAS LAUGHLIN 333 W WOLF POINT PLAZA CHICAGO, IL 60654	ATTN: THOMAS LAUGHLIN EMAIL: THOMAS.LAUGHLIN@KIRKLAND.COM PHONE NUMBER: T +1 214 972 1663 M +1 214 926 5353	LEGAL SERVICES	C, U, D			$1,939,141.05
6	LATHAM & WATKINS LLP ATTN: STEVEN STOKDYK 555 WEST FIFTH ST SUITE 300 LOS ANGELES, CA 90013-1020	ATTN: STEVEN STOKDYK EMAIL: STEVEN.STOKDYK@LW.COM PHONE NUMBER: D: +1-213-891-7421 | M: +1-310-993-9093	LEGAL SERVICES	C, U, D			$1,000,000.00
7	BIBBEO LTD ATTN: MILES POWER 24340 E GLASGOW DR AURORA, CO 80016	ATTN: MILES POWER EMAIL: POWER.M@BIBBEO.COM PHONE NUMBER: 269-903-1309	INSTALLATION	C, U, D			$892,023.69
8	GOOGLE LLC ATTN: KILLY WINZ 1600 AMPHITHEATRE PKWY MOUNTAIN VIEW, CA 94043	ATTN: KILLY WINZ EMAIL: KILLYW@GOOGLE.COM PHONE NUMBER: 720-289-9910	OTHER OPERATING EXPENSES	C, U, D			$715,334.81
9	GREENBERG TRAURING, LLC ATTN: JENA VALDETERO 8400 NW 36TH STREET SUITE 400 DORAL, FL 33166	ATTN: JENA VALDETERO EMAIL: JENA.VALDETERO@GTLAW.COM PHONE NUMBER: T +1 312-456-1025 / C 2024310288	LEGAL SERVICES	C, U, D			$611,019.41
10	SECRETARIAT ADVISORS LLC ATTN: CHRIS MCKAY 1175 PEACHTREE ST NE 100 COLONY SQ SUITE 400 ATLANTA, GA 30361	ATTN: CHRIS MCKAY EMAIL: CMCKAY@SECRETARIAT-INTL.COM PHONE NUMBER: +1 818 307 3314	LEGAL SERVICES	C, U, D			$261,550.00
11	CONSILIO INC. ATTN: MATT SIMMONS DEPT CH 17174 PALATINE, IL 6005	ATTN: MATT SIMMONS EMAIL: MATT.SIMMONS@CONSILIO.COM	LEGAL SERVICES	C, U, D			$235,920.24
12	LOOMIS ATTN: STEVE MORRIS 2500 CITYWEST BLVD. STE. 2300 HOUSTON, TX 77042	ATTN: STEVE MORRIS EMAIL: STEVE.MORRIS@US.LOOMIS.COM PHONE NUMBER: 901-463-0827	ARMORED TRANSPORT	C, U, D			$223,231.41

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
13	OPTCONNECT ATTN: MATT WARNER 854 WEST 450 NORTH #4 KAYSVILLE, UT 84037	ATTN: MATT WARNER EMAIL: MATT.WARNER@OPTCONNECT.COM PHONE NUMBER: 801-645-3254	WIRELESS	C, U, D			$222,157.47
14	COBRA CAPITAL PARTNERS LLC ATTN: HAMZEE KADDOURA 442 KINGSBURY AVE DEARBORN, MI 48128	ATTN: HAMZEE KADDOURA EMAIL: HAMZEE47@GMAIL.COM	PROFIT SHARE AGREEMENT	C, U, D			$212,000.00
15	DENTONS CANADA LLP ATTN: GREG MCNAB 77 KING STREET WEST TORONTO-DOMINION CENTRE, SUITE 400 TORONTO, ON M5K 0A1 CANADA	ATTN: GREG MCNAB EMAIL: GREG.MCNAB@DENTONS.COM PHONE NUMBER: +1 416 863 4492	LEGAL SERVICES	C, U, D			$201,638.90
16	ATM TOKEN GROUP SERVICES LTD. ATTN: SHELVIN PRASAD 1285 WEST BROADWAY SUITE 600 VANCOUVER, BC V6H 3X8 CANADA	ATTN: SHELVIN PRASAD EMAIL: SHELVIN@ATMTOKEN.COM PHONE NUMBER: 403-830-0710	INSTALLATION & MAINTENANCE	C, U, D			$182,988.73
17	GARDAWORLD ATTN: DARREN GARBUTT 2000 NW CORPORATE BLVD BOCA RATON, FL 33431	ATTN: DARREN GARBUTT EMAIL: DARREN.GARBUTT@GARDA.COM	ARMORED TRANSPORT	C, U, D			$181,767.82
18	BURROUGHS ATTN: CHRIS ADAMSON P.O. BOX 72409 CLEVELAND, OH 44192	ATTN: CHRIS ADAMSON EMAIL: CHRIS.ADAMSON@BURROUGHS.COM PHONE NUMBER: 647-982-6158	MAINTENANCE	C, U, D			$175,679.05
19	ELLIPTIC INC. ATTN: DAVE HOMANKO 1632 1ST AVENUE #23346 NEW YORK, NY 10128	ATTN: DAVE HOMANKO EMAIL: DAVE.HOMANKO@ELLIPTIC.CO	INFORMATION TECHNOLOGY	C, U, D			$173,250.00
20	TROUTMAN PEPPER LOCKE LLP ATTN: DOMINIC CERVONI 600 PEACHTREE STREET, NE SUITE 3000 ATLANTA, GA 30308	ATTN: DOMINIC CERVONI EMAIL: DOMENIC.CERVONI@TROUTMAN.COM PHONE NUMBER: 212-912-2722	LEGAL SERVICES	C, U, D			$157,626.73
21	DEEL, INC ATTN: JOEY ASAMOAH 425 1ST STREET SAN FRANCISCO, CA 94105-4621	ATTN: JOEY ASAMOAH EMAIL: JOEY.ASAMOAH@DEEL.COM	PEO	C, U, D			$128,038.00
22	WOLF & COMPANY, P.C. ATTN: MARISSA A. SCICCHITANO 255 STATE STREET BOSTON, MA 02109	ATTN: MARISSA A. SCICCHITANO EMAIL: MSCICCHITANO@WOLFANDCO.COM	ACCOUNTING & AUDITING	C, U, D			$123,000.00
23	BRINKS CANADA LIMITED ATTN: TY BURCH 95 BROWN'S LINE ETOBICOKE, ON M8W 3S2 CANADA	ATTN: TY BURCH EMAIL: TYNAN.BURCH@BRINKS.COM PHONE NUMBER: 289-440-0476	ARMORED TRANSPORT	C, U, D			$122,335.28
24	DONNELLEY FINANCIAL, LLC ATTN: RYAN WARD 35 W. WACKER DRIVE CHICAGO, IL 60601	ATTN: RYAN WARD EMAIL: RYAN.T.WARD@DFINSOLUTIONS.COM PHONE NUMBER: 508-728-9960	OTHER OPERATING EXPENSES	C, U, D			$105,895.00
25	GARRISON MANAGEMENT GROUP, LLC DBA AXADVOCACY, LLC ATTN: NICK MADDUX 800 W 47TH ST STE 200 KANSAS CITY, MO 64112	ATTN: NICK MADDUX EMAIL: NMADDUX@AXIOMSTRATEGIES.COM PHONE NUMBER: 417-594-0029	LEGAL SERVICES	C, U, D			$100,000.00
26	PROFESSIONALS WORLD LLC ATTN: YOUSEF AZZAM 1072 MADISON CHASE #7 WEST PALM BEACH, FL 33411	ATTN: YOUSEF AZZAM EMAIL: YOUSEF@PROS-WORLD.COM	OTHER OPERATING EXPENSES	C, U, D			$98,010.73
27	DAC GROUP / CHICAGO, INC. ATTN: GEMMA GIBSON P.O. BOX 842862 BOSTON, MA 02284-2870	ATTN: GEMMA GIBSON EMAIL: GGIBSON@DACGROUP.COM PHONE NUMBER: 872-270-0964	MARKETING	C, U, D			$93,906.41
28	LALCHANDANI SIMON PL ATTN: KUBS LALCHANDANI 25 SE 2ND AVE SUITE 1020 MIAMI, FL 33131	ATTN: KUBS LALCHANDANI EMAIL: KUBS@LSLAWPL.COM	LEGAL SERVICES	C, U, D			$91,105.90

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
29	BPO HIVE LLC ATTN: ABDULLAH M. STREET 2, EL WAHA NASR CITY, CAIRO, 11577 EGYPT	ATTN: ABDULLAH M. EMAIL: ABDULLAH@BPOHIVE.COM PHONE NUMBER: (+20)114 190 8557	MARKETING	C, U, D			$78,237.81
30	CUMMINS-ALLISON CORP ATTN: JAMES REEVES 852 FEEHANVILLE MT PROSPECT, IL 60056	ATTN: JAMES REEVES EMAIL: JAMES.REEVES@CRANEPI.COM	OTHER OPERATING EXPENSES	C, U, D			$78,208.62

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 – [_____] (__)
Debtors.[1]	)	Joint Administration Requested

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1

Pursuant to Federal Rules of Bankruptcy Procedure 1007(a)(1) and 7007.1, the following are all of the ownership interests in Bitcoin Depot Inc. ("***Bitcoin Depot***") and its affiliated debtors, who are each debtors and debtors in possession in the above-captioned cases (collectively, the "***Debtors***"). Bitcoin Depot, on behalf of itself and the Debtors, hereby states as follows:

1. The following entities own 10% or more of the equity interests of Bitcoin Depot:[2]

Corporate Equity Holder	Address of Corporate Equity Holder	Type/Class of Interest	Percentage of Equity Held
BD Investment Holdings II LLC	500 Westover Dr #32474 Sanford, NC 27330	Class M	100%
Cede & Co.	570 Washington Blvd Jersey City, NJ 07310	Class A	87.496%

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

[2] Equity positions indicate the record holders of such equity as of March 31, 2026.

2. Bitcoin Depot owns 100% of the equity interests of Kutt, Inc.
3. Bitcoin Depot owns 100% of the equity interests of BCD Merger Sub LLC, which in turn owns 100% of the equity interests of BT HoldCo LLC.
4. BT HoldCo LLC owns 100% of the equity interests of Kiosk HoldCo LLC, which in turn owns 100% of the equity interests of the following entities:
    a. Bitcoin Depot Operating LLC;
    b. Cash Ramp LLC; and
    c. MCA Services Group, LLC.
5. Bitcoin Depot Operating LLC owns 100% of the equity interests of the following entities:
    a. Intuitive Software LLC;
    b. Lux Vending Kiosk, LLC; and
    c. Mintz Assets, Inc.
6. Intuitive Software LLC owns 100% of the equity interests of Digital Gold Ventures Inc.
7. Mintz Assets, Inc. owns 100% of the equity interests of the following entities:
    a. BTM International Holdings 1 LLC;
    b. BTM International Holdings II LLC;
    c. Express Vending Inc.; and
    d. Kiosk Technicians, LLC.

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

In re:	)	Chapter 11
BITCOIN DEPOT OPERATING LLC,	)	Case No. 26 – [_____] (__)
Debtor.	)	(Joint Administration Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(a)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder	Address of Corporate Equity Holder	Percentage of Equity Held
Kiosk HoldCo LLC	2870 Peachtree Road #327 Atlanta, GA 30305	100%

Fill in this information to identify the case and this filing:

Debtor Name Bitcoin Depot Operating LLC

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number (*If known*): 26-[___]

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ☑ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☑ Other document that requires a declaration Corporate Ownership Statement; List of Equity Security Holders

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

Executed on 05/18/2026
MM / DD / YYYY

✘ /s/ Christopher Ryan
Signature of individual signing on behalf of debtor

Christopher Ryan
Printed name

General Counsel and Corporate Secretary
Position or relationship to debtor

This is Exhibit "P" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas (State)

Case number (*If known*): 26-[ ] Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** Express Vending Inc.

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) N/A – __ __ __ __ __ __ __

4. **Debtor's address**

Principal place of business

267 Richmond Road
Number Street

3rd Floor

Ottawa ON K1Z 6X3
City State ZIP Code

County

Mailing address, if different from principal place of business

2870 Peachtree Road
Number Street

#327
P.O. Box

Atlanta GA 30305
City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

Houston TX
City State ZIP Code

5. **Debtor's website** (URL) https://bitcoindepot.com/

TRUE COPY I CERTIFY
ATTEST: May 20, 2026
NATHAN OCHSNER, Clerk of Court
By: *s/ B. Thomas*
Deputy Clerk

Debtor Express Vending Inc. Case number (*if known*) 26-[ ]
Name

6. Type of debtor

☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☑ None of the above

B. *Check all that apply:*

☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

5 2 3 9

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

☐ Chapter 7
☐ Chapter 9
☑ Chapter 11. *Check **all** that apply*:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

☑ No
☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor Express Vending Inc. Case number (*if known*) 26-[ ]
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No
☑ Yes. Debtor See Rider 1 Relationship _____
District _____ When _____ MM / DD / YYYY
Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

☑ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☑ No See Rider 2.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

☐ No
☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☑ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

☑ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor Express Vending Inc. (Name) Case number (*if known*) 26-[ ]

15. Estimated assets

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☑ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ☐ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☑ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ☐ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 05/17/2026 (MM / DD / YYYY)

✘ /s/ W. Alexander Holmes
Signature of authorized representative of debtor

W. Alexander Holmes
Printed name

Title Director

18. Signature of attorney

✘ /s/ Paul E. Heath
Signature of attorney for debtor

Date 05/17/2026 (MM / DD / YYYY)

Paul E. Heath
Printed name

Vinson & Elkins LLP
Firm name

845 Texas Avenue, Suite 4700
Number Street

Houston TX 77002
City State ZIP Code

713.758.2222
Contact phone

pheath@velaw.com
Email address

09355050 TX
Bar number State

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor in the United States Bankruptcy Court for the Southern District of Texas

Bitcoin Depot Inc.
BCD Merger Sub LLC
Bitcoin Depot Operating LLC
BT HoldCo LLC
BTM International Holdings 1 LLC
BTM International Holdings II LLC
Cash Ramp LLC
Digital Gold Ventures Inc.
Express Vending Inc.
Intuitive Software LLC
Kiosk HoldCo LLC
Kiosk Technicians, LLC
Kutt, Inc.
Lux Vending Kiosk, LLC
MCA Services Group, LLC
Mintz Assets, Inc.

Rider 2

Real Property or Personal Property That Needs Immediate Attention

Question 12, among other things, asks debtors to identify any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

Bitcoin Depot Inc. and its affiliated companies that are also filing voluntary chapter 11 bankruptcy cases in this Court (collectively, the "***Debtors***") own and operate the largest network of Bitcoin kiosks across North America, providing users with a means of converting cash into Bitcoin. The Debtors' portfolio consists of approximately 9,700 kiosks deployed in retailer locations throughout the United States and Canada. The Debtors also sell cryptocurrency to consumers through its BDCheckout product offering. The Debtors do not believe they own or possess any real or personal property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety. The Debtors note that they are not aware of any definition of "imminent and identifiable" harm as used in this form.

OMNIBUS WRITTEN RESOLUTION BY

THE BOARDS OF DIRECTORS OF
DIGITAL GOLD VENTURES INC.
EXPRESS VENDING INC.
(the "Companies")

May 17, 2026

The undersigned being:

(a) The sole director of Digital Gold Ventures Inc. ("***Digital Gold***");

(b) The sole director of Express Vending Inc. ("***Express Vending***");

acting by written resolution in lieu of a meeting pursuant to Section 129 of the *Business Corporations Act* (Ontario) (with respect to Digital Gold) and Section 140 of the *Business Corporations Act* (British Columbia) (with respect to Express Vending), hereby takes the following actions by written resolution of the board of directors with respect to each Company (each a "***Board***"), which actions shall have the same force and effect as if adopted at a duly called and held meeting of each such Board.

WHEREAS, the Board has studied and considered the financial condition of the Companies, including the Companies' immediate liquidity needs, liabilities, contractual obligations, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Board has consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, the Board has determined that it is advisable and in the best interests of each Company to (i) file for immediate protection under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") and (ii) file or cause to be filed voluntary petitions for relief (the "***Chapter 11 Petitions***," and the cases commenced thereby, the "***Chapter 11 Cases***") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, or another appropriate court (the "***U.S. Bankruptcy Court***"), and any and all documents necessary or convenient to effect, cause, or to promote the Chapter 11 Cases;

WHEREAS, pursuant to a unanimous written consent duly adopted on May 14, 2026, the board of directors of Bitcoin Depot Inc. established a special committee (the "***Restructuring Committee***") for the purposes of, among other things, (i) engaging in an evaluation of the Companies' strategic alternatives, including without limitation, a potential sale of all or substantially all of the assets of the Companies, a recapitalization or restructuring of the Companies' outstanding indebtedness, a restructuring or liquidation of the Companies under

chapter 11 of the Bankruptcy Code, and/or other transactions and (ii) considering and authorizing certain conflict matters;

WHEREAS, the Restructuring Committee has reviewed and considered the need for the Chapter 11 Cases and has (x) determined that it is advisable, fair to, and in the best interests of the Companies to approve the filing of the Chapter 11 Cases and (y) recommended that the Board pursue, adopt and approve the filing of the Chapter 11 Cases; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operate, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the liquidity position of the Companies, and (iii) such other considerations as the Board deems relevant, the Board, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of each Company to pursue the Chapter 11 Cases, as approved in this written consent.

Chapter 11 Filing

NOW, THEREFORE, BE IT RESOLVED, that each Board hereby determines that it is advisable and in the best interest of the respective Company to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that each Board hereby authorizes each respective Company to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that each Board hereby authorizes and empowers each duly appointed manager or officer of each Company (each an "***Authorized Officer***" and, collectively, the "***Authorized Officers***"), to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of each Company, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that each Board hereby authorizes and empowers each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve, and subject to further Board approvals as the Companies and their counsel determine to be appropriate under the circumstances;

Retention of Professionals

FURTHER RESOLVED, that each Board hereby approves the Companies' engagement of Vinson & Elkins L.L.P. ("***V&E***") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings

and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that each Board hereby approves the Companies' engagement of Portage Point Partners LLC ("***Portage Point***") as financial advisor to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Portage Point for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Portage Point;

FURTHER RESOLVED, that each Board hereby approves the Companies' engagement of Kroll Restructuring Administration LLC ("***Kroll***") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Kroll for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Kroll;

FURTHER RESOLVED, that each Board hereby authorizes and empowers each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that each Board hereby authorizes and empowers each Authorized Officer, on behalf of each Company, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of each Company, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions,

as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[*The remainder of this page is intentionally blank.*]

IN WITNESS WHEREOF, the undersigned, being the sole director of each Company, has executed this written resolution effective as of the date first written above.

Signed by:

C5DA87536D2842C...

W. Alexander Holmes

Fill in this information to identify the case:

Debtor name: Bitcoin Depot Inc. et al.
United States Bankruptcy Court for the Southern District of Texas
Case number (if known): 26-_____ ( )

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
1	CASHCLOUD ATTN: THOMAS CONWAY 400-411 ROOSEVELT AVENUE OTTAWA, ON K2A 3X9 CANADA	ATTN: THOMAS CONWAY EMAIL: TCONWAY@CONWAYLITIGATION.CA PHONE NUMBER: 613-780-2011	LEGAL JUDGEMENT	D			$18,470,000.00
2	WPS KIOSK PARTNERS LLC ATTN: WILLIAM SIRIGNANO 135 W 50TH ST SUITE 200 NEW YORK, NY 10020	ATTN: WILLIAM SIRIGNANO EMAIL: W@WPSCAPITALPARTNERS.COM	PROFIT SHARE AGREEMENT	C, U, D			$5,000,000.00
3	LEGACY VENDING, LLC ATTN: ANSUR AHMED 7633 GRAND RIDGE ROAD COLUMBUS, GA 31904	ATTN: ANSUR AHMED EMAIL: ANSUR.AHMED@OUTLOOK.COM	PROFIT SHARE AGREEMENT	C, U, D			$3,760,000.00
4	SOPRIS-BITCOIN DEPOT INVESTORS LLC ATTN: DAN WEDMAN 409 ASPEN AIRPORT BUSINESS CENTER SUITE B ASPEN, CO 81612	ATTN: DAN WEDMAN EMAIL: DWEDMAN@SOPRISCAPITAL.COM	PROFIT SHARE AGREEMENT	C, U, D			$2,000,000.00
5	KIRKLAND & ELLIS LLP ATTN: THOMAS LAUGHLIN 333 W WOLF POINT PLAZA CHICAGO, IL 60654	ATTN: THOMAS LAUGHLIN EMAIL: THOMAS.LAUGHLIN@KIRKLAND.COM PHONE NUMBER: T +1 214 972 1663 M +1 214 926 5353	LEGAL SERVICES	C, U, D			$1,939,141.05
6	LATHAM & WATKINS LLP ATTN: STEVEN STOKDYK 555 WEST FIFTH ST SUITE 300 LOS ANGELES, CA 90013-1020	ATTN: STEVEN STOKDYK EMAIL: STEVEN.STOKDYK@LW.COM PHONE NUMBER: D: +1-213-891-7421 | M: +1-310-993-9093	LEGAL SERVICES	C, U, D			$1,000,000.00
7	BIBBEO LTD ATTN: MILES POWER 24340 E GLASGOW DR AURORA, CO 80016	ATTN: MILES POWER EMAIL: POWER.M@BIBBEO.COM PHONE NUMBER: 269-903-1309	INSTALLATION	C, U, D			$892,023.69
8	GOOGLE LLC ATTN: KILLY WINZ 1600 AMPHITHEATRE PKWY MOUNTAIN VIEW, CA 94043	ATTN: KILLY WINZ EMAIL: KILLYW@GOOGLE.COM PHONE NUMBER: 720-289-9910	OTHER OPERATING EXPENSES	C, U, D			$715,334.81
9	GREENBERG TRAURING, LLC ATTN: JENA VALDETERO 8400 NW 36TH STREET SUITE 400 DORAL, FL 33166	ATTN: JENA VALDETERO EMAIL: JENA.VALDETERO@GTLAW.COM PHONE NUMBER: T +1 312-456-1025 / C 2024310288	LEGAL SERVICES	C, U, D			$611,019.41
10	SECRETARIAT ADVISORS LLC ATTN: CHRIS MCKAY 1175 PEACHTREE ST NE 100 COLONY SQ SUITE 400 ATLANTA, GA 30361	ATTN: CHRIS MCKAY EMAIL: CMCKAY@SECRETARIAT-INTL.COM PHONE NUMBER: +1 818 307 3314	LEGAL SERVICES	C, U, D			$261,550.00
11	CONSILIO INC. ATTN: MATT SIMMONS DEPT CH 17174 PALATINE, IL 6005	ATTN: MATT SIMMONS EMAIL: MATT.SIMMONS@CONSILIO.COM	LEGAL SERVICES	C, U, D			$235,920.24
12	LOOMIS ATTN: STEVE MORRIS 2500 CITYWEST BLVD. STE. 2300 HOUSTON, TX 77042	ATTN: STEVE MORRIS EMAIL: STEVE.MORRIS@US.LOOMIS.COM PHONE NUMBER: 901-463-0827	ARMORED TRANSPORT	C, U, D			$223,231.41

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
13	OPTCONNECT ATTN: MATT WARNER 854 WEST 450 NORTH #4 KAYSVILLE, UT 84037	ATTN: MATT WARNER EMAIL: MATT.WARNER@OPTCONNECT.COM PHONE NUMBER: 801-645-3254	WIRELESS	C, U, D			$222,157.47
14	COBRA CAPITAL PARTNERS LLC ATTN: HAMZEE KADDOURA 442 KINGSBURY AVE DEARBORN, MI 48128	ATTN: HAMZEE KADDOURA EMAIL: HAMZEE47@GMAIL.COM	PROFIT SHARE AGREEMENT	C, U, D			$212,000.00
15	DENTONS CANADA LLP ATTN: GREG MCNAB 77 KING STREET WEST TORONTO-DOMINION CENTRE, SUITE 400 TORONTO, ON M5K 0A1 CANADA	ATTN: GREG MCNAB EMAIL: GREG.MCNAB@DENTONS.COM PHONE NUMBER: +1 416 863 4492	LEGAL SERVICES	C, U, D			$201,638.90
16	ATM TOKEN GROUP SERVICES LTD. ATTN: SHELVIN PRASAD 1285 WEST BROADWAY SUITE 600 VANCOUVER, BC V6H 3X8 CANADA	ATTN: SHELVIN PRASAD EMAIL: SHELVIN@ATMTOKEN.COM PHONE NUMBER: 403-830-0710	INSTALLATION & MAINTENANCE	C, U, D			$182,988.73
17	GARDAWORLD ATTN: DARREN GARBUTT 2000 NW CORPORATE BLVD BOCA RATON, FL 33431	ATTN: DARREN GARBUTT EMAIL: DARREN.GARBUTT@GARDA.COM	ARMORED TRANSPORT	C, U, D			$181,767.82
18	BURROUGHS ATTN: CHRIS ADAMSON P.O. BOX 72409 CLEVELAND, OH 44192	ATTN: CHRIS ADAMSON EMAIL: CHRIS.ADAMSON@BURROUGHS.COM PHONE NUMBER: 647-982-6158	MAINTENANCE	C, U, D			$175,679.05
19	ELLIPTIC INC. ATTN: DAVE HOMANKO 1632 1ST AVENUE #23346 NEW YORK, NY 10128	ATTN: DAVE HOMANKO EMAIL: DAVE.HOMANKO@ELLIPTIC.CO	INFORMATION TECHNOLOGY	C, U, D			$173,250.00
20	TROUTMAN PEPPER LOCKE LLP ATTN: DOMINIC CERVONI 600 PEACHTREE STREET, NE SUITE 3000 ATLANTA, GA 30308	ATTN: DOMINIC CERVONI EMAIL: DOMENIC.CERVONI@TROUTMAN.COM PHONE NUMBER: 212-912-2722	LEGAL SERVICES	C, U, D			$157,626.73
21	DEEL, INC ATTN: JOEY ASAMOAH 425 1ST STREET SAN FRANCISCO, CA 94105-4621	ATTN: JOEY ASAMOAH EMAIL: JOEY.ASAMOAH@DEEL.COM	PEO	C, U, D			$128,038.00
22	WOLF & COMPANY, P.C. ATTN: MARISSA A. SCICCHITANO 255 STATE STREET BOSTON, MA 02109	ATTN: MARISSA A. SCICCHITANO EMAIL: MSCICCHITANO@WOLFANDCO.COM	ACCOUNTING & AUDITING	C, U, D			$123,000.00
23	BRINKS CANADA LIMITED ATTN: TY BURCH 95 BROWN'S LINE ETOBICOKE, ON M8W 3S2 CANADA	ATTN: TY BURCH EMAIL: TYNAN.BURCH@BRINKS.COM PHONE NUMBER: 289-440-0476	ARMORED TRANSPORT	C, U, D			$122,335.28
24	DONNELLEY FINANCIAL, LLC ATTN: RYAN WARD 35 W. WACKER DRIVE CHICAGO, IL 60601	ATTN: RYAN WARD EMAIL: RYAN.T.WARD@DFINSOLUTIONS.COM PHONE NUMBER: 508-728-9960	OTHER OPERATING EXPENSES	C, U, D			$105,895.00
25	GARRISON MANAGEMENT GROUP, LLC DBA AXADVOCACY, LLC ATTN: NICK MADDUX 800 W 47TH ST STE 200 KANSAS CITY, MO 64112	ATTN: NICK MADDUX EMAIL: NMADDUX@AXIOMSTRATEGIES.COM PHONE NUMBER: 417-594-0029	LEGAL SERVICES	C, U, D			$100,000.00
26	PROFESSIONALS WORLD LLC ATTN: YOUSEF AZZAM 1072 MADISON CHASE #7 WEST PALM BEACH, FL 33411	ATTN: YOUSEF AZZAM EMAIL: YOUSEF@PROS-WORLD.COM	OTHER OPERATING EXPENSES	C, U, D			$98,010.73
27	DAC GROUP / CHICAGO, INC. ATTN: GEMMA GIBSON P.O. BOX 842862 BOSTON, MA 02284-2870	ATTN: GEMMA GIBSON EMAIL: GGIBSON@DACGROUP.COM PHONE NUMBER: 872-270-0964	MARKETING	C, U, D			$93,906.41
28	LALCHANDANI SIMON PL ATTN: KUBS LALCHANDANI 25 SE 2ND AVE SUITE 1020 MIAMI, FL 33131	ATTN: KUBS LALCHANDANI EMAIL: KUBS@LSLAWPL.COM	LEGAL SERVICES	C, U, D			$91,105.90

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
29	BPO HIVE LLC ATTN: ABDULLAH M. STREET 2, EL WAHA NASR CITY, CAIRO, 11577 EGYPT	ATTN: ABDULLAH M. EMAIL: ABDULLAH@BPOHIVE.COM PHONE NUMBER: (+20)114 190 8557	MARKETING	C, U, D			$78,237.81
30	CUMMINS-ALLISON CORP ATTN: JAMES REEVES 852 FEEHANVILLE MT PROSPECT, IL 60056	ATTN: JAMES REEVES EMAIL: JAMES.REEVES@CRANEPI.COM	OTHER OPERATING EXPENSES	C, U, D			$78,208.62

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 – [_____] (__)
Debtors.[1]	)	Joint Administration Requested

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1

Pursuant to Federal Rules of Bankruptcy Procedure 1007(a)(1) and 7007.1, the following are all of the ownership interests in Bitcoin Depot Inc. ("***Bitcoin Depot***") and its affiliated debtors, who are each debtors and debtors in possession in the above-captioned cases (collectively, the "***Debtors***"). Bitcoin Depot, on behalf of itself and the Debtors, hereby states as follows:

1. The following entities own 10% or more of the equity interests of Bitcoin Depot:[2]

Corporate Equity Holder	Address of Corporate Equity Holder	Type/Class of Interest	Percentage of Equity Held
BD Investment Holdings II LLC	500 Westover Dr #32474 Sanford, NC 27330	Class M	100%
Cede & Co.	570 Washington Blvd Jersey City, NJ 07310	Class A	87.496%

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

[2] Equity positions indicate the record holders of such equity as of March 31, 2026.

2. Bitcoin Depot owns 100% of the equity interests of Kutt, Inc.
3. Bitcoin Depot owns 100% of the equity interests of BCD Merger Sub LLC, which in turn owns 100% of the equity interests of BT HoldCo LLC.
4. BT HoldCo LLC owns 100% of the equity interests of Kiosk HoldCo LLC, which in turn owns 100% of the equity interests of the following entities:
    a. Bitcoin Depot Operating LLC;
    b. Cash Ramp LLC; and
    c. MCA Services Group, LLC.
5. Bitcoin Depot Operating LLC owns 100% of the equity interests of the following entities:
    a. Intuitive Software LLC;
    b. Lux Vending Kiosk, LLC; and
    c. Mintz Assets, Inc.
6. Intuitive Software LLC owns 100% of the equity interests of Digital Gold Ventures Inc.
7. Mintz Assets, Inc. owns 100% of the equity interests of the following entities:
    a. BTM International Holdings 1 LLC;
    b. BTM International Holdings II LLC;
    c. Express Vending Inc.; and
    d. Kiosk Technicians, LLC.

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

In re:	)	Chapter 11
EXPRESS VENDING INC.,	)	Case No. 26 – [_____] (__)
Debtor.	)	(Joint Administration Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(a)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder	Address of Corporate Equity Holder	Percentage of Equity Held
Mintz Assets, Inc.	2870 Peachtree Road #327 Atlanta, GA 30305	100%

Fill in this information to identify the case and this filing:

Debtor Name Express Vending Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number (*If known*): 26-[___]

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ☑ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☑ Other document that requires a declaration Corporate Ownership Statement; List of Equity Security Holders

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

Executed on 05/17/2026
MM / DD / YYYY

✘ /s/ W. Alexander Holmes
Signature of individual signing on behalf of debtor

W. Alexander Holmes
Printed name

Director
Position or relationship to debtor

This is Exhibit "Q" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas (State)

Case number (*If known*): 26-[ ] Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** BitAccess Inc.

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) N/A – __ __ __ __ __ __ __

4. **Debtor's address**

Principal place of business

267 Richmond Road
Number Street

3rd Floor

Ottawa ON K1Z 6X3
City State ZIP Code

County

Mailing address, if different from principal place of business

2870 Peachtree Road
Number Street

#327
P.O. Box

Atlanta GA 30305
City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

Houston TX
City State ZIP Code

5. **Debtor's website** (URL) https://bitcoindepot.com/

TRUE COPY I CERTIFY
ATTEST: May 20, 2026
NATHAN OCHSNER, Clerk of Court
By: *s/ B. Thomas*
Deputy Clerk

Debtor BitAccess Inc. Case number (*if known*) 26-[ ]
Name

6. Type of debtor

- ☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☑ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

5 2 3 9

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ☑ Chapter 11. *Check **all** that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ☑ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor BitAccess Inc. Case number (*if known*) 26-[ ]
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No
☑ Yes. Debtor See Rider 1 Relationship _____
District _____ When _____ MM / DD / YYYY
Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

☑ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☑ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☑ No See Rider 2.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

☐ No
☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☑ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

☑ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor BitAccess Inc. Case number (*if known*) 26-[ ]
Name

15. Estimated assets

- ☑ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ☐ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities

- ☑ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ☐ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on 05/18/2026
MM / DD / YYYY

✘ /s/ Christopher Ryan
Signature of authorized representative of debtor

Christopher Ryan
Printed name

Title General Counsel and Corporate Secretary

18. Signature of attorney

✘ /s/ Paul E. Heath
Signature of attorney for debtor

Date 05/18/2026
MM / DD / YYYY

Paul E. Heath
Printed name

Vinson & Elkins LLP
Firm name

845 Texas Avenue, Suite 4700
Number Street

Houston TX 77002
City State ZIP Code

713.758.2222
Contact phone

pheath@velaw.com
Email address

09355050 TX
Bar number State

Rider 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor in the United States Bankruptcy Court for the Southern District of Texas

Bitcoin Depot Inc.
BCD Merger Sub LLC
BitAccess Inc.
Bitcoin Depot Operating LLC
BT HoldCo LLC
BTM International Holdings 1 LLC
BTM International Holdings II LLC
Cash Ramp LLC
Digital Gold Ventures Inc.
Express Vending Inc.
Intuitive Software LLC
Kiosk HoldCo LLC
Kiosk Technicians, LLC
Kutt, Inc.
Lux Vending Kiosk, LLC
MCA Services Group, LLC
Mintz Assets, Inc.

Rider 2

Real Property or Personal Property That Needs Immediate Attention

Question 12, among other things, asks debtors to identify any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

Bitcoin Depot Inc. and its affiliated companies that are also filing voluntary chapter 11 bankruptcy cases in this Court (collectively, the "***Debtors***") own and operate the largest network of Bitcoin kiosks across North America, providing users with a means of converting cash into Bitcoin. The Debtors' portfolio consists of approximately 9,700 kiosks deployed in retailer locations throughout the United States and Canada. The Debtors also sell cryptocurrency to consumers through its BDCheckout product offering. The Debtors do not believe they own or possess any real or personal property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety. The Debtors note that they are not aware of any definition of "imminent and identifiable" harm as used in this form.

WRITTEN RESOLUTION BY THE SOLE DIRECTOR OF BITACCESS INC.
(the "Company")

May 18, 2026

The undersigned being the sole director of the Company acting by written resolution in lieu of a meeting pursuant to Section 117 of the *Canada Business Corporations Act* hereby takes the following actions by written resolution of the board of directors of the Company (each a "**Board**"), which actions shall have the same force and effect as if adopted at a duly called and held meeting of each such Board.

WHEREAS, the Board has studied and considered the financial condition of the Company, including the Company's immediate liquidity needs, liabilities, contractual obligations, the short-term and long-term prospects available to the Company, the strategic alternatives available to the Company and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Company operate;

WHEREAS, the Board has consulted with the Company's financial and legal advisors and considered a variety of strategic alternatives available to the Company;

WHEREAS, the Board has determined that it is advisable and in the best interests of the Company to (i) file for immediate protection under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") and (ii) file or cause to be filed voluntary petitions for relief (the "***Chapter 11 Petitions***," and the cases commenced thereby, the "***Chapter 11 Cases***") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, or another appropriate court (the "***U.S. Bankruptcy Court***"), and any and all documents necessary or convenient to effect, cause, or to promote the Chapter 11 Cases;

WHEREAS, pursuant to a unanimous written consent duly adopted on May 14, 2026, the board of directors of Bitcoin Depot Inc. established a special committee (the "***Restructuring Committee***") for the purposes of, among other things, (i) engaging in an evaluation of the Company's (and its affiliates) strategic alternatives, including without limitation, a potential sale of all or substantially all of the assets of the Company (and its affiliates), a recapitalization or restructuring of the Company's (and its affiliates') outstanding indebtedness, a restructuring or liquidation of the Company (and its affiliates) under chapter 11 of the Bankruptcy Code, and/or other transactions and (ii) considering and authorizing certain conflict matters;

WHEREAS, the Restructuring Committee has reviewed and considered the need for the Chapter 11 Cases and has (x) determined that it is advisable, fair to, and in the best interests of the Company (and its affiliates) to approve the filing of the Chapter 11 Cases and (y) recommended that the Board pursue, adopt and approve the filing of the Chapter 11 Cases; and

WHEREAS, after review of (i) the financial condition of the Company, the current and reasonably foreseeable future conditions of the industry in which the Company operates, the outlook for the Company's businesses and the other alternatives available to the Company, (ii) the

liquidity position of the Company, and (iii) such other considerations as the Board deems relevant, the Board, following consultation with the financial and legal advisors to the Company, have determined that it is advisable and in the best interests of each Company to pursue the Chapter 11 Cases, as approved in this written consent,

Chapter 11 Filing

NOW, THEREFORE, BE IT RESOLVED, that each Board hereby determines that it is advisable and in the best interest of the Company to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Board hereby authorizes the Company to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Board hereby authorizes and empowers each duly appointed manager or officer of each Company (each an "***Authorized Officer***" and, collectively, the "***Authorized Officers***"), to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Company, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

CCAA Filing

FURTHER RESOLVED, that in connection with the foregoing, the Board hereby authorizes the Company to file or cause to be filed an application for relief (the proceedings commenced by such application, the "***CCAA Recognition Proceedings***") under the provisions of Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "***CCAA***"), in the Ontario Superior Court of Justice (Commercial List) (the "***Canadian Court***");

Retention of Professionals

FURTHER RESOLVED, that each Board hereby approves the Company's engagement of Vinson & Elkins L.L.P. ("***V&E***") as general bankruptcy counsel to represent and assist the Company in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Company's rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that each Board hereby approves the Company's engagement of Portage Point Partners LLC ("***Portage Point***") as financial advisor to represent and assist the Company in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Company's rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Portage Point for such purposes; and in connection therewith, each Authorized

Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Portage Point;

FURTHER RESOLVED, that each Board hereby approves the Company's engagement of Kroll Restructuring Administration LLC ("***Kroll***") as notice, claims, and solicitation agent to represent and assist the Company in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Company's rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Kroll for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Kroll;

FURTHER RESOLVED, that each Board hereby authorizes and empowers each Authorized Officer to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code and CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Board hereby authorizes and empowers each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court and Canadian Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases and CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve, and subject to further Board approvals as the Company and its counsel determine to be appropriate under the circumstances;

FURTHER RESOLVED, that each Board hereby authorizes and empowers each Authorized Officer, on behalf of the Company, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Company, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument

and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[*The remainder of this page is intentionally blank.*]

IN WITNESS WHEREOF, the undersigned, being the sole director of the Company, has executed this written resolution effective as of the date first written above.

DocuSigned by:
James Phillipson
B1074C087ED0443...

James Phillipson

Fill in this information to identify the case:

Debtor name: Bitcoin Depot Inc. et al.
United States Bankruptcy Court for the Southern District of Texas
Case number (if known): 26-_____ ( )

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
1	CASHCLOUD ATTN: THOMAS CONWAY 400-411 ROOSEVELT AVENUE OTTAWA, ON K2A 3X9 CANADA	ATTN: THOMAS CONWAY EMAIL: TCONWAY@CONWAYLITIGATION.CA PHONE NUMBER: 613-780-2011	LEGAL JUDGEMENT	D			$18,470,000.00
2	WPS KIOSK PARTNERS LLC ATTN: WILLIAM SIRIGNANO 135 W 50TH ST SUITE 200 NEW YORK, NY 10020	ATTN: WILLIAM SIRIGNANO EMAIL: W@WPSCAPITALPARTNERS.COM	PROFIT SHARE AGREEMENT	C, U, D			$5,000,000.00
3	LEGACY VENDING, LLC ATTN: ANSUR AHMED 7633 GRAND RIDGE ROAD COLUMBUS, GA 31904	ATTN: ANSUR AHMED EMAIL: ANSUR.AHMED@OUTLOOK.COM	PROFIT SHARE AGREEMENT	C, U, D			$3,760,000.00
4	SOPRIS-BITCOIN DEPOT INVESTORS LLC ATTN: DAN WEDMAN 409 ASPEN AIRPORT BUSINESS CENTER SUITE B ASPEN, CO 81612	ATTN: DAN WEDMAN EMAIL: DWEDMAN@SOPRISCAPITAL.COM	PROFIT SHARE AGREEMENT	C, U, D			$2,000,000.00
5	KIRKLAND & ELLIS LLP ATTN: THOMAS LAUGHLIN 333 W WOLF POINT PLAZA CHICAGO, IL 60654	ATTN: THOMAS LAUGHLIN EMAIL: THOMAS.LAUGHLIN@KIRKLAND.COM PHONE NUMBER: T +1 214 972 1663 M +1 214 926 5353	LEGAL SERVICES	C, U, D			$1,939,141.05
6	LATHAM & WATKINS LLP ATTN: STEVEN STOKDYK 555 WEST FIFTH ST SUITE 300 LOS ANGELES, CA 90013-1020	ATTN: STEVEN STOKDYK EMAIL: STEVEN.STOKDYK@LW.COM PHONE NUMBER: D: +1-213-891-7421 | M: +1-310-993-9093	LEGAL SERVICES	C, U, D			$1,000,000.00
7	BIBBEO LTD ATTN: MILES POWER 24340 E GLASGOW DR AURORA, CO 80016	ATTN: MILES POWER EMAIL: POWER.M@BIBBEO.COM PHONE NUMBER: 269-903-1309	INSTALLATION	C, U, D			$892,023.69
8	GOOGLE LLC ATTN: KILLY WINZ 1600 AMPHITHEATRE PKWY MOUNTAIN VIEW, CA 94043	ATTN: KILLY WINZ EMAIL: KILLYW@GOOGLE.COM PHONE NUMBER: 720-289-9910	OTHER OPERATING EXPENSES	C, U, D			$715,334.81
9	GREENBERG TRAURING, LLC ATTN: JENA VALDETERO 8400 NW 36TH STREET SUITE 400 DORAL, FL 33166	ATTN: JENA VALDETERO EMAIL: JENA.VALDETERO@GTLAW.COM PHONE NUMBER: T +1 312-456-1025 / C 2024310288	LEGAL SERVICES	C, U, D			$611,019.41
10	SECRETARIAT ADVISORS LLC ATTN: CHRIS MCKAY 1175 PEACHTREE ST NE 100 COLONY SQ SUITE 400 ATLANTA, GA 30361	ATTN: CHRIS MCKAY EMAIL: CMCKAY@SECRETARIAT-INTL.COM PHONE NUMBER: +1 818 307 3314	LEGAL SERVICES	C, U, D			$261,550.00
11	CONSILIO INC. ATTN: MATT SIMMONS DEPT CH 17174 PALATINE, IL 6005	ATTN: MATT SIMMONS EMAIL: MATT.SIMMONS@CONSILIO.COM	LEGAL SERVICES	C, U, D			$235,920.24
12	LOOMIS ATTN: STEVE MORRIS 2500 CITYWEST BLVD. STE. 2300 HOUSTON, TX 77042	ATTN: STEVE MORRIS EMAIL: STEVE.MORRIS@US.LOOMIS.COM PHONE NUMBER: 901-463-0827	ARMORED TRANSPORT	C, U, D			$223,231.41

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
13	OPTCONNECT ATTN: MATT WARNER 854 WEST 450 NORTH #4 KAYSVILLE, UT 84037	ATTN: MATT WARNER EMAIL: MATT.WARNER@OPTCONNECT.COM PHONE NUMBER: 801-645-3254	WIRELESS	C, U, D			$222,157.47
14	COBRA CAPITAL PARTNERS LLC ATTN: HAMZEE KADDOURA 442 KINGSBURY AVE DEARBORN, MI 48128	ATTN: HAMZEE KADDOURA EMAIL: HAMZEE47@GMAIL.COM	PROFIT SHARE AGREEMENT	C, U, D			$212,000.00
15	DENTONS CANADA LLP ATTN: GREG MCNAB 77 KING STREET WEST TORONTO-DOMINION CENTRE, SUITE 400 TORONTO, ON M5K 0A1 CANADA	ATTN: GREG MCNAB EMAIL: GREG.MCNAB@DENTONS.COM PHONE NUMBER: +1 416 863 4492	LEGAL SERVICES	C, U, D			$201,638.90
16	ATM TOKEN GROUP SERVICES LTD. ATTN: SHELVIN PRASAD 1285 WEST BROADWAY SUITE 600 VANCOUVER, BC V6H 3X8 CANADA	ATTN: SHELVIN PRASAD EMAIL: SHELVIN@ATMTOKEN.COM PHONE NUMBER: 403-830-0710	INSTALLATION & MAINTENANCE	C, U, D			$182,988.73
17	GARDAWORLD ATTN: DARREN GARBUTT 2000 NW CORPORATE BLVD BOCA RATON, FL 33431	ATTN: DARREN GARBUTT EMAIL: DARREN.GARBUTT@GARDA.COM	ARMORED TRANSPORT	C, U, D			$181,767.82
18	BURROUGHS ATTN: CHRIS ADAMSON P.O. BOX 72409 CLEVELAND, OH 44192	ATTN: CHRIS ADAMSON EMAIL: CHRIS.ADAMSON@BURROUGHS.COM PHONE NUMBER: 647-982-6158	MAINTENANCE	C, U, D			$175,679.05
19	ELLIPTIC INC. ATTN: DAVE HOMANKO 1632 1ST AVENUE #23346 NEW YORK, NY 10128	ATTN: DAVE HOMANKO EMAIL: DAVE.HOMANKO@ELLIPTIC.CO	INFORMATION TECHNOLOGY	C, U, D			$173,250.00
20	TROUTMAN PEPPER LOCKE LLP ATTN: DOMINIC CERVONI 600 PEACHTREE STREET, NE SUITE 3000 ATLANTA, GA 30308	ATTN: DOMINIC CERVONI EMAIL: DOMENIC.CERVONI@TROUTMAN.COM PHONE NUMBER: 212-912-2722	LEGAL SERVICES	C, U, D			$157,626.73
21	DEEL, INC ATTN: JOEY ASAMOAH 425 1ST STREET SAN FRANCISCO, CA 94105-4621	ATTN: JOEY ASAMOAH EMAIL: JOEY.ASAMOAH@DEEL.COM	PEO	C, U, D			$128,038.00
22	WOLF & COMPANY, P.C. ATTN: MARISSA A. SCICCHITANO 255 STATE STREET BOSTON, MA 02109	ATTN: MARISSA A. SCICCHITANO EMAIL: MSCICCHITANO@WOLFANDCO.COM	ACCOUNTING & AUDITING	C, U, D			$123,000.00
23	BRINKS CANADA LIMITED ATTN: TY BURCH 95 BROWN'S LINE ETOBICOKE, ON M8W 3S2 CANADA	ATTN: TY BURCH EMAIL: TYNAN.BURCH@BRINKS.COM PHONE NUMBER: 289-440-0476	ARMORED TRANSPORT	C, U, D			$122,335.28
24	DONNELLEY FINANCIAL, LLC ATTN: RYAN WARD 35 W. WACKER DRIVE CHICAGO, IL 60601	ATTN: RYAN WARD EMAIL: RYAN.T.WARD@DFINSOLUTIONS.COM PHONE NUMBER: 508-728-9960	OTHER OPERATING EXPENSES	C, U, D			$105,895.00
25	GARRISON MANAGEMENT GROUP, LLC DBA AXADVOCACY, LLC ATTN: NICK MADDUX 800 W 47TH ST STE 200 KANSAS CITY, MO 64112	ATTN: NICK MADDUX EMAIL: NMADDUX@AXIOMSTRATEGIES.COM PHONE NUMBER: 417-594-0029	LEGAL SERVICES	C, U, D			$100,000.00
26	PROFESSIONALS WORLD LLC ATTN: YOUSEF AZZAM 1072 MADISON CHASE #7 WEST PALM BEACH, FL 33411	ATTN: YOUSEF AZZAM EMAIL: YOUSEF@PROS-WORLD.COM	OTHER OPERATING EXPENSES	C, U, D			$98,010.73
27	DAC GROUP / CHICAGO, INC. ATTN: GEMMA GIBSON P.O. BOX 842862 BOSTON, MA 02284-2870	ATTN: GEMMA GIBSON EMAIL: GGIBSON@DACGROUP.COM PHONE NUMBER: 872-270-0964	MARKETING	C, U, D			$93,906.41
28	LALCHANDANI SIMON PL ATTN: KUBS LALCHANDANI 25 SE 2ND AVE SUITE 1020 MIAMI, FL 33131	ATTN: KUBS LALCHANDANI EMAIL: KUBS@LSLAWPL.COM	LEGAL SERVICES	C, U, D			$91,105.90

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
29	BPO HIVE LLC ATTN: ABDULLAH M. STREET 2, EL WAHA NASR CITY, CAIRO, 11577 EGYPT	ATTN: ABDULLAH M. EMAIL: ABDULLAH@BPOHIVE.COM PHONE NUMBER: (+20)114 190 8557	MARKETING	C, U, D			$78,237.81
30	CUMMINS-ALLISON CORP ATTN: JAMES REEVES 852 FEEHANVILLE MT PROSPECT, IL 60056	ATTN: JAMES REEVES EMAIL: JAMES.REEVES@CRANEPI.COM	OTHER OPERATING EXPENSES	C, U, D			$78,208.62

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 – [_____] (__)
Debtors.[1]	)	Joint Administration Requested

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT PURSUANT TO FED. R. BANKR. P. 1007(a)(1) AND 7007.1

Pursuant to Federal Rules of Bankruptcy Procedure 1007(a)(1) and 7007.1, the following are all of the ownership interests in Bitcoin Depot Inc. ("***Bitcoin Depot***") and its affiliated debtors, who are each debtors and debtors in possession in the above-captioned cases (collectively, the "***Debtors***"). Bitcoin Depot, on behalf of itself and the Debtors, hereby states as follows:

1. The following entities own 10% or more of the equity interests of Bitcoin Depot:[2]

Corporate Equity Holder	Address of Corporate Equity Holder	Type/Class of Interest	Percentage of Equity Held
BD Investment Holdings II LLC	500 Westover Dr #32474 Sanford, NC 27330	Class M	100%
Cede & Co.	570 Washington Blvd Jersey City, NJ 07310	Class A	87.496%

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

[2] Equity positions indicate the record holders of such equity as of March 31, 2026.

2. Bitcoin Depot owns 100% of the equity interests of Kutt, Inc.
3. Bitcoin Depot owns 100% of the equity interests of BCD Merger Sub LLC, which in turn owns 100% of the equity interests of BT HoldCo LLC.
4. BT HoldCo LLC owns 100% of the equity interests of Kiosk HoldCo LLC, which in turn owns 100% of the equity interests of the following entities:
    a. Bitcoin Depot Operating LLC;
    b. Cash Ramp LLC; and
    c. MCA Services Group, LLC.
5. Bitcoin Depot Operating LLC owns 100% of the equity interests of the following entities:
    a. Intuitive Software LLC;
    b. Lux Vending Kiosk, LLC; and
    c. Mintz Assets, Inc.
6. Intuitive Software LLC owns 100% of the equity interests of Digital Gold Ventures Inc., which in turn owns 80% of the equity interests of BitAccess Inc.
    a. Minority shareholders own 20% of the equity interests of BitAccess Inc.[3]
7. Mintz Assets, Inc. owns 100% of the equity interests of the following entities:
    a. BTM International Holdings 1 LLC;
    b. BTM International Holdings II LLC;
    c. Express Vending Inc.; and
    d. Kiosk Technicians, LLC.

[3] As indicated in the Statement of Claim, *Adham v. BitAccess Inc.*, Court File No. CV-24-00730021-0000, Ont. Sup. Ct. J. (Oct. 25, 2024).

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

In re:	)	Chapter 11
BITACCESS INC.,	)	Case No. 26 – [_____] (__)
Debtor.	)	(Joint Administration Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(a)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder	Address of Corporate Equity Holder	Percentage of Equity Held
Digital Gold Ventures Inc.	2870 Peachtree Road #327 Atlanta, GA 30305	80%
Minority Shareholders	Unknown	20%[1]

[1] As indicated in the Statement of Claim, *Adham v. BitAccess Inc.*, Court File No. CV-24-00730021-0000, Ont. Sup. Ct. J. (Oct. 25, 2024).

Fill in this information to identify the case and this filing:

Debtor Name BitAccess Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number (*If known*): 26-[___]

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ☑ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☑ Other document that requires a declaration Corporate Ownership Statement; List of Equity Security Holders

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

Executed on 05/18/2026
MM / DD / YYYY

✘ /s/ Christopher Ryan
Signature of individual signing on behalf of debtor

Christopher Ryan
Printed name

General Counsel and Corporate Secretary
Position or relationship to debtor

This is Exhibit "R" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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

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

DECLARATION OF THOMAS STUDEBAKER
IN SUPPORT OF THE CHAPTER 11 CASES AND FIRST DAY MOTIONS

I, Thomas Studebaker, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury that:

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

2. I hold a Bachelor of Business Administration in Accounting and Psychology from the University of Notre Dame and a Master of Business Administration in Finance and Strategy from Northwestern University's Kellogg School of Management. I have been employed at Portage Point for over three years and have been a Managing Director throughout that time. During that

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

time I have been involved in numerous restructurings and financing transactions on behalf of companies, lenders, investors and other constituencies. I have negotiated plans of reorganization, conducted sales of distressed assets, and participated in several chapter 11 cases, including: *In re RUNITONETIME LLC*, Case No. 25-90191 (ARP) (Bankr. S.D. Tex. Aug. 13, 2025); *In re Linqto Texas, LLC*, Case No. 25-90186 (ARP) (Bankr. S.D. Tex. July 7, 2025); *In re DRF Logistics, LLC*, Case No. 24-90447 (CML) (Bankr. S.D. Tex. Aug. 8, 2024); *In re Supply Source Enterprises, Inc.*, Case No. 24-11054 (BLS) (Bankr. D. Del. May 21, 2024); *In re Appgate, Inc.*, Case No. 24-10956 (CTG) (Bankr. D. Del. May 6, 2024); *In re Benitago Inc.*, Case No. 23-11394 (SHL) (Bankr. S.D.N.Y. Aug. 30, 2023); and *In re AppHarvest Products, LLC*, Case No. 23-90745 (DRJ) (Bankr. S.D. Tex. July 23, 2023), among others.

3. On May 17, 2026 (the "***Petition Date***"), each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "***Court***"). The Debtors have filed these chapter 11 cases (the "***Chapter 11 Cases***") to allow them to preserve and maximize the value of their estates, all as more fully described below.

4. I am authorized to submit this Declaration on behalf of the Debtors. I am over twenty-one (21) years of age, and, if called upon to testify, I would testify competently to the facts and opinions set forth herein. All facts and opinions set forth in this declaration (the "***Declaration***") are based upon: (i) my knowledge of the Debtors' day-to-day operations, business and financial affairs, books and records, and employees; (ii) information I learned from my review of relevant documents, including unaudited financial documents; (iii) information supplied to me or verified by other members of the Portage Point team working directly with me or under my supervision, direction, or control, and the management team of Bitcoin Depot Inc.

("***Bitcoin Depot***," and, together with its debtor and non-debtor subsidiaries, the "***Company***"), and the Company's other third-party advisors; and/or (iv) my opinions based upon my knowledge, training, and experience. 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. Such financial information is presented on a consolidated basis for the Debtors, except where specifically noted.

5. The Debtors have filed certain contemporaneous motions seeking "first day" relief (collectively, the "***First Day Motions***"). I have reviewed the First Day Motions, and I believe the relief requested therein is necessary to avoid immediate and irreparable harm to the Debtors' estates resulting from the filing of the Chapter 11 Cases. As set forth below and described in greater detail in the First Day Motions, I also submit that immediate access to cash collateral and authority to make certain essential prepetition payments is essential to enabling the Debtors to undertake certain postpetition activities necessary to preserve the value of their estates and to administer these Chapter 11 Cases (without value-destructive interruption) for the benefit of all stakeholders, and that without such access and authority the Debtors would suffer immediate and irreparable harm to their estates.

6. This Declaration is organized into four (4) parts as follows. Part I provides background information on the Company and its operations. Part II provides an overview of the Debtors' prepetition capital structure. Part III describes the challenges the Company has faced and strategies the Company has implemented in response to such challenges. Part IV and **Exhibit A** attached to this Declaration summarize the relief requested in and the factual bases supporting the First Day Motions.

I. THE COMPANY'S BUSINESSES

7. Historically, the Company's core product has been its network of Bitcoin ATMs ("***BTMs***" or "***Kiosks***"). Bitcoin is a form of cryptocurrency, which is a medium of exchange that uses encryption techniques to control the creation of units and to verify the transfer of funds. Bitcoin users create accounts identified by a unique public key and secured with an associated private key. By executing and digitally signing a Bitcoin transaction with a private key, people can send Bitcoin to and receive it from anyone in the world. The Company owns and operates the largest network of BTMs across North America, which enable customers to buy and sell Bitcoin using cash. The Company provides its customers with access to Kiosks equipped to assist with these transactions by offering one-way exchanges of cash-to-Bitcoin. The Company also offers related software products that support BTM operational capabilities and programs allowing its customers to purchase Bitcoin through an in-person process and a mobile app, as described further below. Bitcoin Depot's subsidiaries are located in 9 countries including the United States, and as of December 31, 2025, the Company operated Kiosks across the United States, Canada, and Australia.

A. The Company's History

8. 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., 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 SPAC 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.

9. 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. As part of its expansion efforts, the Company also took steps to expand its Bitcoin businesses overseas, including the formation of certain of its foreign subsidiaries and outreach to potential vendors and contract counterparties in countries such as Mexico and Brazil. In connection with the Company's decision to commence these Chapter 11 Cases, as more fully described in Part III below, the Company is winding down its foreign subsidiaries in parallel with its domestic operations in order to preserve value both domestically and abroad.

B. The Company's Operations

10. The Company operates three principal Bitcoin-centered product lines, consisting of:

a. the Kiosks;

b. the Company's BDCheckout program ("***BDCheckout***"), which allows customers to purchase Bitcoin at retail checkout counters via a transaction initiated on the Bitcoin Depot mobile app (the "***BD App***"); and

c. BitAccess, a leading BTM device and transaction processing system that provides software and operational capabilities necessary for BTMs.

11. The Company also owns Kutt, Inc., a peer-to-peer social betting platform that allows individual users to bet directly against each other on the outcome of sports, pop culture, political and other events, and ReadyBucks, a standalone online platform offering business advances to small businesses and gig and contract workers.

a. Kiosks

12. The Kiosks have historically been the core of the Company's operations and constitute the bulk of the Company's valuable assets. 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. These Kiosks are located in convenience stores, gas stations, pharmacies, grocery chains, and shopping malls, and are situated in zip codes containing approximately 69% of the U.S. population. The Kiosks generated $613.6 million in revenue for the year ended December 31, 2025, representing approximately 99.8% of the Company's total revenue. In the six months prior to the Petition Date, the highest concentration of active Kiosks were operating in Texas, and Texas Kiosks had the second-highest numbers of individual customers and total dollar spend. Within Texas, the highest concentration of active Kiosks were operating in Houston, and Houston Kiosks had the second-highest numbers of individual customers and total dollar spend. As of the Petition Date, the Kiosks have been taken offline and are not currently operating.

13. The Kiosks are designed to provide an intuitive user interface. First-time users are prompted to provide certain information for account creation and verification, a process that typically takes under two minutes; returning users can complete transactions in under one minute. Users select from three ranges of cash amounts to insert into the Kiosk. The user then provides the address of their digital wallet by scanning a QR code. Cash is inserted, the Kiosk confirms the dollar amount and transaction details, and once complete, the Bitcoin is electronically delivered to the user's digital wallet. The Company maintains control of the Bitcoin until the transaction is completed and the Company initiates a blockchain transaction to send the Bitcoin to the user. The Company does not maintain custody of a user's Bitcoin. The Company uses a sophisticated

Bitcoin management process, maintaining a relatively low balance (typically between $1.0 and $2.0 million) of Bitcoin at any given time to fulfill customer transactions. Bitcoin is purchased on a just-in-time basis, and the Company does not engage in any mining of Bitcoin itself.

14. The transaction price for the customer is the price of the cryptocurrency based on the real-time exchange value, plus a markup and a flat fee. The Company contracts with leading armored courier services to collect and transport cash deposited by customers from Kiosks, with cash collected either on a regular schedule or when a particular Kiosk has reached a specified threshold dollar amount, which the Company can track on a real-time basis.

15. Beginning in 2020, the Company began entering into floorspace agreements (the "***Floorspace Agreements***") with certain counterparties to secure space for the Company's Kiosks in high-traffic retail locations. The Floorspace Agreements are generally executed pursuant to a master placement agreement which sets out the terms of the agreement between the Company and the applicable counterparty. Typically, the Company pays either a flat monthly fee or a per-transaction fee for the right to place individual Kiosks in the specified locations. As of the Petition Date, the Company is party to approximately 7,700 Floorspace Agreements.

16. Over the course of 2024 and 2025, the Company entered into approximately a dozen kiosk franchise profit sharing arrangements (the "***Kiosk Profit-Share Agreements***") with certain counterparties. Under the terms of the Kiosk Profit-Share Agreements, the counterparties pay upfront consideration to the Company, a portion of which is a nonrefundable payment used to purchase Kiosks and a portion of which is a "float" payment to cover incidental costs, which is refundable upon termination of the Kiosk Profit-Share Agreements. In exchange, the counterparties receive a share in the profits generated by the specific Kiosks identified in the Kiosk Profit-Share Agreements for a specified period of time. The Company retains full ownership rights

in the Kiosks and provides maintenance and other services for them under the Kiosk Profit-Share Agreements.

b. BDCheckout

17. BDCheckout, launched in June 2022, allows users to purchase Bitcoin without the use of a Kiosk at the checkout counter of retail locations. As of December 31, 2025, BDCheckout was available at approximately 16,300 retail locations across North America, including convenience stores, gas stations, pharmacies, grocery chains, and shopping malls. Transactions are initiated on the BD App, which is available for free download from major app stores. Users load cash into their accounts at the checkout counter of a retailer location, and then use those funds to purchase Bitcoin. The primary difference from a Kiosk transaction is that a BDCheckout transaction is completed via interaction with a cashier and relies more heavily on the BD App, rather than a user interfacing with a Kiosk. As with Kiosk transactions, the Company's performance obligation is satisfied when control of the cryptocurrency is transferred to the customer's wallet and validated on the blockchain. The markup percentage for BDCheckout transactions has historically averaged 15% since the product's rollout in 2022.

c. BitAccess

18. The Company also operates BitAccess, a leading BTM device and transaction processing system that historically provided software and operational capabilities to third-party BTM operators and more recently has provided software and operational capabilities to affiliates of Debtor BitAccess, Inc. BitAccess software is designed to operate with a variety of systems and devices, which requires continuous modification and enhancement to keep pace with changes in technologies. While BitAccess has not been an independent source of revenue while providing software capabilities to Company-owned BTMs, the Company believes that it may be valuable to

certain third-party purchasers and intends to seek a potential sale of the BitAccess system through the chapter 11 process, either separately or in connection with a sale of the Kiosks.

d. BD App

19. The BD App serves as a complementary platform across all Company product lines. It offers users the ability to locate points-of-transaction (Kiosks and BDCheckout retailers), create an un-hosted non-custodial digital wallet, transfer Bitcoin between digital wallets, and initiate BDCheckout transactions. The BD App also includes a buy-online feature that connects consumers to a third-party service that allows consumers to buy Bitcoin without going to a Kiosk or using BDCheckout. The Company receives a 12% commission on website transactions facilitated through this feature.

e. Kutt, Inc.

20. On February 27, 2026, Bitcoin Depot acquired Kutt, Inc. ("***Kutt***"), a peer-to-peer social betting platform founded in 2019 that enables users to create and participate in wagers directly with one another on publicly verifiable outcomes, for $4.5 million. The platform allows users to set the terms of their bets across a range of markets, including sports and entertainment, but unlike traditional sportsbooks, Kutt does not act as the counterparty to wagers. Instead, Kutt provides a consumer-friendly platform for users to engage directly with one another in a social, community-driven environment. As of the Petition Date, Kutt remains in operation.

f. ReadyBucks

21. On March 10, 2026, the Company launched ReadyBucks, a business advance platform that provides working capital solutions to small businesses, gig workers, and independent contractors. ReadyBucks operates as a standalone product separate from the Company's core Bitcoin businesses. The platform offers business advances ranging from $500 to $2,000 to small

businesses and independent workers as part of its initial rollout across certain U.S. states. Rather than functioning as a traditional loan or requiring a credit pull, the platform uses a revenue-based funding arrangement in which customers sell a fixed portion of future business revenue in exchange for immediate capital, with repayments made over a fixed term. As of the Petition Date, ReadyBucks has ceased offering new advances and is continuing operations only for purposes of collecting payments on advances that are currently outstanding.

C. The Company's Organizational Structure

22. The Company's organizational structure consists of 24 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 are also Debtors in these Chapter 11 Cases, including the borrower and each entity that is a guarantor under the Silverview Credit Facility (as defined below). 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 intend to commence insolvency recognition proceedings in Canada following the filing of these Chapter 11 Cases. A simplified organizational chart of the Company with the Debtors highlighted in yellow is attached as **Exhibit B**.

II. PREPETITION CAPITAL STRUCTURE

23. As of the Petition Date, the Debtors' funded debt liabilities total approximately $15,771,000 in principal amount outstanding. The Debtors' significant funded debt obligations include:

Facility	Maturity	Total Approx. Principal Amount Outstanding
Silverview Credit Facility	December 15, 2027	$13,338,000
Equipment Agreements	2026 - 2027	$2,433,000
Total Debt		$15,771,000

A. Silverview Credit Facility

24. Kiosk HoldCo LLC, a wholly-owned indirect subsidiary of Bitcoin Depot, is the borrower under that certain *Second Amended and Restated Credit Agreement*, dated as of November 1, 2024, (as amended by that certain Amendment No. 1, dated as of March 14, 2025 and as further amended by that certain Amendment No. 2, dated as of December 19, 2025, the "***Silverview Credit Agreement***") among Kiosk HoldCo LLC, as borrower, BT HoldCo LLC, and the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto, and Silverview Credit Partners LP, as administrative agent (in such capacity, the "***Term Loan Agent***"). The Silverview Credit Agreement provides for a term loan credit facility in the initial aggregate principal amount of $36,450,000 (the "***Silverview Credit Facility***"). 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 Silverview Credit Facility. The obligations under the Silverview Credit Facility are purported to be secured by a first-priority lien on substantially all of the assets of Debtors Kiosk Holdco LLC, BT Holdco

LLC, Bitcoin Depot Operating LLC, Intuitive Software LLC, Digital Gold Ventures Inc., BitAccess Inc., Mintz Assets, Inc., Express Vending Inc., and Kiosk Technicians, LLC.

25. The Silverview Credit 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 anticipate that their prepetition secured lender will likely assert that the Debtors owe approximately $13,338,000 in principal, a $3,100,000 exit fee, and $198,784 in accrued but unpaid interest under the Silverview Credit Facility.

B. Equipment Agreements

26. In 2024, Debtor Bitcoin Depot Operating LLC entered into five 36-month collateralized term loans with VFS LLC (the "***VFS Equipment Agreements***") for a total amount of approximately $2,600,000 to facilitate the purchase of certain Kiosks. The VFS Equipment Agreements are collateralized by the applicable Kiosks and are subject to annual interest rates between 16.86% and 17.42%, with interest and principal payments due monthly. As of the Petition Date, the Debtors' aggregate principal outstanding funded debt obligations under the VFS Equipment Agreements total approximately $1,473,000.

27. In 2023 and 2024, Debtor Bitcoin Depot Operating LLC also became party to around ten equipment lease agreements with NFS Leasing, Inc. (the "***NFS Equipment Agreements***," and, together with the VFS Equipment Agreements, the "***Equipment Agreements***"), with terms of between 24 and 36 months, approximately five of which have not yet terminated. Interest and principal payments under the NFS Equipment Agreements are due monthly, and obligations under the NFS Equipment Agreements are purported to be secured by a first priority security interest in the applicable Kiosks. As of the Petition Date, the Debtors' aggregate principal outstanding funded debt obligations under the NFS Equipment Agreements total approximately $960,000.

C. Trade Claims and Other Unsecured Claims

28. The Debtors' operations involve equipment and services which require regular monitoring, updates, and access to equipment locations. As such, the Debtors rely on numerous key trade vendors who provide these essential goods and services to operate their businesses and preserve the value of their estates. The Debtors are also subject to claims in the approximate amounts of $10,972,000 on account of the Kiosk Profit-Share Agreements and $4,234,000 on account of the Floorspace Agreements. The Debtors also may be subject to certain litigation judgments (which the Debtors may dispute) in the approximate amount of $20,000,000. As of the Petition Date, approximately $9,000,000 in trade claims exist against the Debtors.

III. EVENTS LEADING TO THE CHAPTER 11 CASES

A. Challenges Facing the Company

29. Beginning in approximately 2024 and continuing through the present, the Company has faced significant legal, regulatory, and operational challenges. These challenges include lawsuits and investigations from 11 state agencies, many of which generally allege that certain of the Company's operating platforms are being used by third parties to perpetuate fraud in violation of federal and state statutes and anti-money laundering regulations. The Company is 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 to government actions, the Company is also a defendant in various private civil actions, including an action brought by Cash Cloud, Inc. ("***Cash Cloud***") against Debtor BitAccess, Inc. for breach of contract and alleged product defects, which resulted in an arbitration award in favor of Cash Cloud in the approximate amount of $18.5 million. Beyond these legal actions, the Company faces additional pressure from an unfavorable regulatory environment, with various states evaluating

new legislation that would negatively impact the Company's cryptocurrency-related operations and increase the burden of regulatory compliance.

30. In August 2025, Alex Holmes, the former Chairman and Chief Executive Officer ("***CEO***") of MoneyGram International, Inc., and a globally recognized leader in payments, compliance, and blockchain innovation with more than 25 years of experience with financial services companies, was appointed to the board of directors of Bitcoin Depot (the "***Board***") as an independent director. With the benefit of Mr. Holmes' expertise and with the recommendation of the Company's Chief Legal Officer ("***CLO***") at that time, Christopher Ryan, and in connection with the Company's attempt to mitigate third-party fraud and enhance compliance, 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. Generally, verification involved collecting users' names, email addresses, phone numbers, driver's licenses or other ID, social security numbers and photos of each user. Further, the Kiosks were equipped to take photos throughout the transaction process, allowing the Company to verify that users matched the identifying information provided during the KYC process. The compliance systems routinely rejected user applicants that failed authentication requirements, and banned users from transacting at Kiosks and via BDCheckout when the Company's compliance team flagged suspicious activity or when the users violated the Company's terms of service. These user bans represented approximately 4% of the Company's overall transaction volumes in a given month. Following implementation of the KYC verification procedures, the Company's revenues declined significantly in Q4 2025 and Q1 2026. The Company recorded a net loss in the fourth quarter of 2025 of $24.9 million compared to net income of $5.4 million in the fourth quarter of 2024, and a net loss of $9.5 million for the first quarter of

2026 compared to net income of $12.2 million for the first quarter of 2025. Revenue decreased by $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.

31. In November 2025, the Company announced that effective January 1, 2026, Bitcoin Depot would complete a strategic leadership transition, with Brandon Mintz resigning his role as CEO and taking on a role as Executive Chairman, Scott Buchanan (the Company's former Chief Operating Officer ("***COO***")) succeeding Mr. Mintz as CEO, and Elizabeth Simer succeeding Mr. Buchanan as COO.

32. On February 13, 2026, Christopher Ryan resigned his position as CLO[2] and Corporate Secretary and Philip Brown resigned as Chief Compliance Officer ("***CCO***"), both citing concerns about the Company's compliance practices as the basis for their resignations. On February 24, 2026, the Company announced that it has initiated a phased rollout of a new compliance enhancement requiring customers to provide identification for every transaction at its Kiosks. Thereafter, in March 2026, Scott Buchanan resigned as CEO, Elizabeth Simer resigned as COO, and Brandon Mintz stepped down as Executive Chairman. Mr. Mintz remains a member of the Board. Mr. Buchanan and Ms. Simer are no longer affiliated with the Company.

33. In response to the resignations of Mr. Ryan and Mr. Brown, a special committee of the Board consisting of independent directors Bradley Strock, Daniel Stabile, and Alex Holmes engaged Goodwin Procter ("***Goodwin***") to assist with conducting an internal investigation

[2] Christopher Ryan has since rejoined the Company as Chief Legal Officer and Corporate Secretary, as further described below.

regarding the Company's compliance practices and identifying any necessary remedial measures. Goodwin presented its initial findings and recommendations to this committee in April 2026.

B. A New Management Team is Engaged and the Path Forward

34. In response to Mr. Buchanan's resignation as CEO and the leadership shakeup, in March 2026, the Board appointed Alex Holmes as CEO and Chairman of the Board of Bitcoin Depot. As noted above, Mr. Holmes has previously served as an independent director for the Company and is the former Chairman and CEO of MoneyGram International, Inc. Shortly thereafter Christopher Ryan rejoined Bitcoin Depot as General Counsel and Corporate Secretary. This new management team was tasked with designing strategies to improve performance and maximize value of the Company's businesses, while also continuing to enhance compliance performance. On April 13, 2026, Anthony Gagliardi III was appointed as CCO. I understand that shortly after commencing employment, Mr. Gagliardi also raised concerns with the Company's business model and customer composition, and worked with Mr. Holmes and Mr. Ryan to design additional compliance rules to further mitigate consumer fraud.[3] In April 2026 the Company also retained Portage Point as financial advisor to work with the Company on assessing the current business model, forecasting cash flow, analyzing and preserving liquidity, and evaluating a potential marketing process or strategic alternatives. Mr. Holmes and the Board also immediately tasked the Portage Point team with performing a deep dive analysis of the viability and trends of the Company's businesses to help inform its decisions around the Company's next steps, initiatives, and prospects.[4]

---

[3] Mr. Gagliardi has since resigned from that position and is no longer affiliated with the Company.

[4] Given the high volume of management turnover and uncertainty regarding the Company's path forward, the Company determined in its business judgment to pay retention bonuses on May 8, 2026 and May 15, 2026 to certain high-level key employees who are critical to the success of the Company's efforts to achieve a value-maximizing outcome.

35. Following their initial evaluation, including review of these analyses conducted by the Advisors (as defined below), the new management team had serious concerns regarding the Company's ability to implement necessary compliance measures and preserve the profitability of its enterprise, particularly in light of the additional costs associated with ongoing regulatory scrutiny, litigation, and governmental enforcement actions. By way of example, the Company accrued over $20 million in legal judgments in the fourth quarter of 2025 and continues to allocate substantial resources to manage ongoing litigation matters. Management and the Advisors concluded that the Company faces mounting financial and performance obstacles with no clear path to resolution, including new and ongoing legal actions and investigations. Following the performance of this analysis, the Company retained Vinson & Elkins LLP ("***V&E***" and, together with Portage Point, the "***Advisors***") as restructuring counsel effective April 24, 2026, to assist with evaluating potential strategic alternatives.

36. While the Company continued to assess the value-maximizing path forward, on May 1, 2026, the Board authorized the Advisors and management to begin contingency planning for a potential chapter 11 process. Management also determined to reduce consumer transaction thresholds as part of its ongoing efforts to target and prevent potential third-party fraud based on its internal analyses, which, as anticipated, resulted in further decreases in revenue. Lastly, the Company undertook certain cost-cutting measures, including electing percentage-based rather than fixed monthly payments under certain of the Floorspace Agreements to reduce expenditures on under-performing Kiosks.

37. Bitcoin Depot was obligated to file its Form 10-Q for the quarter ended March 31, 2026 on May 11, 2026; however, in the week before that filing deadline, the Company's auditors determined that they would not be able to complete their analysis in connection with an element

of the material weakness disclosed in Bitcoin Depot's Form 10-K as of December 31, 2025 concerning the reconciliation process for cash in transit by the deadline. On May 12, 2026, Bitcoin Depot filed Form 12b-25 indicating that it would not be able to file its Form 10-Q in a timely manner and that there were substantial doubts about the Company's ability to continue as a going concern as a result of the litigation and regulatory pressures it faces and the resultant effects on the Company's revenue and operations. Specifically, the Company disclosed that state and municipal regulations banning or restricting BTMs, capping fees, and limiting transaction sizes, together with the Company's voluntary adoption of increasingly enhanced KYC processes and other compliance measures across its network, had driven substantial year-over-year declines in revenue and resulting net income. Those declines, together with mounting litigation costs and deterioration in the Company's cash position and revenue outlook, led the Company to consider potential strategic alternatives, including the wind-down of its businesses.

38. On May 13, 2026, the Board appointed Ivona Smith to the Board as an independent director. The following day, the Board appointed me the Company's CRO and approved the formation of a disinterested special committee of the Board (the "***Restructuring Committee***"), consisting of Alex Holmes and Ivona Smith, which Restructuring Committee is tasked with, among other things, advising the Board on matters related to the evaluation of Bitcoin Depot's strategic alternatives and approving conflict matters. Ms. Smith is also the sole member of the Investigation Subcommittee, a subcommittee of the Restructuring Committee, with the 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. In the event that Ms. Smith determines that any estate claims and

causes of action are valuable and viable, the Debtors expect to establish a litigation trust through the chapter 11 process for the benefit of their creditors.

39. Ultimately, the new management team's prudent assessment of the business has 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. Contemporaneously with the filing of this Declaration, the Company is issuing notices, which, to the extent applicable, satisfy notification requirements pursuant to the Worker Adjustment and Retraining Notification Act (the "***Termination Notices***") to all of its U.S.-based employees. The Termination Notices inform each employee that they will remain on the payroll for 60 days from the date of the notice, after which their employment with the Company will terminate.

40. The Debtors are filing these Chapter 11 Cases to preserve and maximize the value of their estates and to administer these Chapter 11 Cases for the benefit of all stakeholders. The Debtors intend to file in the near-term a motion for approval of bidding and sale procedures in connection with the sale process they intend to run to sell all or substantially all of their assets. The Debtors intend to use the chapter 11 process to effectuate these asset sales and to establish a liquidation trust for the benefit of their stakeholders, with the aim of monetizing their assets and maximizing recovery to all stakeholders. The Debtors expect to be able to pay all Court-allowed amounts outstanding under the Silverview Credit Facility in full and aim to maximize available recoveries for all other claimants. The Debtors have sufficient liquidity to fund the case via use of cash collateral, as outlined in the First Day Motions.

IV. FIRST DAY MOTIONS

41. Contemporaneously with this Declaration, the Debtors have filed certain First Day Motions seeking orders granting various forms of relief intended to avoid immediate and

irreparable harm to the Debtors' estates resulting from the filing of these Chapter 11 Cases. The Debtors intend to seek entry of Court orders approving each of the First Day Motions as soon as possible in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules for the United States Bankruptcy Court for the Southern District of Texas. I have reviewed each of the First Day Motions, and I believe that if the Court declines to grant the relief requested therein, the Debtors will suffer immediate and irreparable harm for the reasons stated in the First Day Motions and in **Exhibit A**.

42. A description of the relief requested and the facts and opinions supporting each of the First Day Motions is detailed in **Exhibit A**.

[*Remainder of page intentionally left blank.*]

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

Executed on May 18, 2026

/s/Thomas Studebaker
Thomas Studebaker
Chief Restructuring Officer
Bitcoin Depot Inc.

EXHIBIT A

Evidentiary Support for First Day Motions[1]

[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Declaration and/or the applicable First Day Motions.

I. ADMINISTRATIVE MOTIONS[1]

A. Emergency Motion for Entry of an Order Directing Joint Administration of the Debtors' Chapter 11 Cases (the "*Joint Administration Motion*")

1. In the Joint Administration Motion, the Debtors seek entry of an order consolidating the administration of these chapter 11 cases for procedural purposes only as follows:

i. the Office of the United States Trustee for the Southern District of Texas (the "***U.S. Trustee***") shall conduct joint informal meetings with the Debtors, as required, and, unless otherwise directed by the Court, to the extent required, a joint first meeting of creditors;

ii. one plan and disclosure statement may be filed for all of the Debtors by any plan proponent; however, substantive consolidation of the Debtors' estates is not being requested at this time;

iii. unless otherwise required by the Court, to the extent the Debtors are required to file schedules of assets and liabilities and statements of financial affairs, each Debtor will file separate schedules of assets and liabilities, statements of financial affairs, and lists of equity security holders;

iv. proofs of claim filed by creditors of any Debtor shall reflect the caption and case number of the Debtor to which the claim relates and in which chapter 11 case such claim is to be filed; and

v. a separate claims register shall be maintained for each Debtor.

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

[1] Each defined term used in this Exhibit A shall only be applicable to the specific section where it is defined.

In re:	)	Chapter 11
BITCOIN DEPOT INC., *et al.*,	)	Case No. 26 – [_____] (__)
Debtors.[2]	)	(Jointly Administered)

3. The lead case docket, as well as the dockets for each of the other Chapter 11 Cases, will be available on the website of the Debtors' proposed claims, noticing, and solicitation agent at https://restructuring.ra.kroll.com/bitcoindepot.

4. The Debtors also request that a notation substantially similar to the following be entered on each of the Debtors' respective dockets (other than Debtor Bitcoin Depot Inc.) to reflect the joint administration of these Chapter 11 Cases:

> An order has been entered in this case in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Texas directing the joint administration of the chapter 11 cases of: Bitcoin Depot Inc.; BCD Merger Sub LLC; Bitcoin Depot Operating LLC; BT HoldCo LLC; BTM International Holdings 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. The

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

docket in Case No. 26-90528 (CML) should be consulted for all matters affecting these cases. **All further pleadings and other papers shall be filed in and all further docket entries shall be made in Case No. 26-90528 (CML).**

5. The Debtors further respectfully request that the Court order that the foregoing caption satisfies the requirements set forth in section 342(c)(1) of the Bankruptcy Code.

6. Bitcoin Depot Inc. is a direct or indirect affiliate of each of the Debtors.

7. I understand that the Debtors anticipate that notices, applications, motions, other pleadings, hearings, and orders in these chapter 11 cases may affect all of the Debtors. I believe that if each Debtor's case were administered independently, there would be a number of duplicative filings and overlapping service, which would be an unnecessary duplication of identical documents that would be wasteful of the resources of the Debtors' estates, as well as the resources of the Court and of other parties in interest.

8. Joint administration will permit the Clerk of the Court to use a single general docket for all of the Debtors' chapter 11 cases and to combine notices to creditors and other parties in interest by ensuring that all parties in interest will be able to review one docket to stay apprised of the various matters before the Court regarding all of the Debtors' chapter 11 cases. Moreover, supervision of the administrative aspects of the Debtors' chapter 11 cases by the U.S. Trustee will be simplified. Therefore, I believe that joint administration will promote the economical and efficient administration of the Debtors' estates to the benefit of the Debtors, their creditors, the U.S. Trustee, and the Court.

9. I do not believe joint administration will give rise to any conflict of interest among the Debtors' estates, and I believe that the rights of the Debtors' respective creditors will not be adversely affected by the proposed joint administration because each of the Debtors will continue as separate and distinct legal entities, will continue to maintain separate books and records, and

will provide information as required in the consolidated monthly operating reports on a debtor-by-debtor basis. I further understand that each creditor may file a proof of claim against the applicable estate in which it allegedly has a claim or interest and will retain whatever claims or interests it has against the particular estate. As such, I believe the recoveries of all creditors will be enhanced by the reduction in costs resulting from joint administration of the Debtors' chapter 11 cases. I also believe that the Court will be relieved of the burden of scheduling duplicative hearings, entering duplicative orders, and maintaining redundant files

10. Based on the foregoing, I believe any delay in granting the relief requested in the Joint Administrative Motion would hinder the Debtors' operations and cause immediate and irreparable harm. Accordingly, on behalf of the Debtors, I respectfully request that the relief sought in the Joint Administration Motion be approved.

B. Emergency Motion of Debtors for Entry of an Order (I) Authorizing Debtors to (A) File a Consolidated Creditor Matrix, (B) File a Consolidated List of the Thirty Largest Unsecured Creditors, and (C) Redact Certain Personal Identification Information, (II) Approving the Form and Manner of Notice of Commencement, (III) Waiving the Requirement to File a List of Equity Security Holders of Bitcoin Depot Inc. and Provide Direct Notice Thereto, and (IV) Granting Related Relief (the "*Consolidated Creditor Matrix Motion*")

11. In the Consolidated Creditor Matrix Motion, the Debtors seek entry of an order (a) authorizing the Debtors to (i) file a consolidated creditor matrix; (ii) file a consolidated list of the thirty largest unsecured creditors; and (iii) redact certain personal identification information; (b) approving the form and manner of the notice of commencement of these Chapter 11 Cases; (c) waiving the requirement to file a list of equity security holders of Bitcoin Depot Inc., and (d) granting related relief.

12. I believe that preparing separate lists for each Debtor would be an unnecessarily burdensome task and could result in duplicate mailings. Moreover, the Debtors presently maintain various computerized lists of the names and addresses of their respective creditors that are entitled

to receive notice, as applicable, and other documents in these Chapter 11 Cases. I believe that the information, as maintained in computer files (or those of their agents), may be consolidated and utilized efficiently to provide interested parties with requisite notice and other documents filed in these Chapter 11 Cases. Therefore, the Debtors respectfully request authority to file a consolidated list of creditors (the "***Creditor Matrix***") for all of the Debtors on the lead case docket.

13. The Debtors respectfully request authority to file a single list of their thirty largest general unsecured creditors (the "***Top 30 List***") on a consolidated basis. Because the Top 30 Lists of the Debtors could overlap, and certain Debtors may have fewer than thirty significant unsecured creditors, I believe that filing separate Top 30 Lists for each Debtor would be of limited utility. I believe that a single consolidated Top 30 List would be more reflective of the body of unsecured creditors that have the greatest stake in these cases than separate lists for each of the Debtors. In addition, I believe that the exercise of compiling separate Top 30 Lists for each individual Debtor could consume an excessive amount of the Debtors' limited time and resources. I further believe that a single Top 30 List will also help alleviate administrative burden, costs, and the possibility of duplicative service.

14. Accordingly, I believe that filing a consolidated Top 30 List is necessary for the efficient and orderly administration of these Chapter 11 Cases, appropriate under the facts and circumstances, and in the best interests of the Debtors' estates.

15. I believe that cause exists to authorize the Debtors to redact address information of the Debtors' employees and individual creditors, including individual equity holders of the Debtors, from the Creditor Matrix because such information could be used to perpetrate identity theft or to harm such individuals. The Debtors propose to provide an unredacted version of the Creditor Matrix to the Court, the U.S. Trustee, counsel to any official committee of unsecured

creditors appointed in these Chapter 11 Cases, and any party in interest who, for cause, requests such information from the Debtors or the Court.

16. The Debtors, through Kroll Restructuring Administration LLC, their proposed claims and noticing agent, propose to serve the notice of commencement, substantially in the form attached to the Order as Annex A (the "***Notice of Commencement***"), on all parties listed on the Creditor Matrix to advise them of the meeting of creditors under section 341 of the Bankruptcy Code. I believe that providing service of the Notice of Commencement on the Creditor Matrix will prevent the Debtors' estates from incurring unnecessary costs associated with serving multiple notices to the parties listed on the Debtors' Creditor Matrix and will preserve judicial resources and prevent creditor confusion through the efficient service of critical information. Accordingly, I believe that service of a single Notice of Commencement is warranted and appropriate in these Chapter 11 Cases.

17. I believe that the requirements to file a list of and to provide notice directly to equity security holders should be waived as to Bitcoin Depot Inc. As stated herein, Bitcoin Depot Inc. is a public company and, as of the Petition Date, has in excess of 11 million shares of common stock outstanding, held by more than 90 holders. Bitcoin Depot Inc. only maintains a list of its registered equity security holders and therefore must obtain the names and addresses of its beneficial shareholders from a securities agent. I believe that preparing and submitting such a list with last known addresses for each equity security holder and sending notices to all such parties will create undue expense and administrative burden with limited corresponding benefit to the Debtors' estates or parties in interest.

18. Bitcoin Depot Inc. has taken or will take several actions to inform its equity security holders of the commencement of these Chapter 11 Cases as soon as is practicable after the date

hereof: (a) the Debtors will serve the notices required under Bankruptcy Rule 2002(d) on the registered holders of Bitcoin Depot Inc.'s equity securities and all banks, brokers, intermediaries, Continental Stock Transfer & Trust Company participants, and other nominees or their mailing agents that hold Bitcoin Depot Inc. equity securities in "street name" for the beneficial holders (with instructions to serve down to beneficial holders, as applicable); (b) the Debtors will prominently post the Notice of Commencement on the Debtors' case website located at https://restructuring.ra.kroll.com/bitcoindepot; and (c) the Debtors will file a Form 8-K with the Securities and Exchange Commission (the "***SEC***") notifying their equity holders and other parties of the commencement of these Chapter 11 Cases.

19. I understand that equity security holders routinely monitor SEC filings about the Company and also will receive notice through the registered holders of Bitcoin Depot Inc.'s common stock. In light of the multiple channels through which the Debtors will provide notice of the commencement of these Chapter 11 Cases, all of which are likely to provide notice to equity security holders, the Debtors request that the Court waive the requirements to file a list of and to provide notice directly to Bitcoin Depot Inc.'s equity security holders (other than registered holders of Bitcoin Depot Inc.'s common stock). Therefore, out of an abundance of caution, the Debtors respectfully ask the Court to approve the form and manner of notice as it relates to equity security holders in the manner described above.

20. Based on the foregoing, I believe any delay in granting the relief requested in the Consolidated Creditor Matrix Motion would hinder the Debtors' operations and cause immediate and irreparable harm. Accordingly, on behalf of the Debtors, I respectfully request that the relief sought in the Consolidated Creditor Matrix Motion be approved.

C. Emergency *Ex Parte* Application for Entry of an Order Authorizing the Employment and Retention of Kroll Restructuring Administration LLC as Claims, Noticing, And Solicitation Agent (the "*Claims and Noticing Agent Application*")

21. The Debtors seek entry of an order authorizing the Debtors to employ Kroll Restructuring Administration LLC ("***Agent***") as claims, noticing, and solicitation agent (the "***Claims and Noticing Agent***") in accordance with the terms and conditions set forth in the engagement letter dated May 5, 2026 (the "***Engagement Letter***") attached to the Claims and Noticing Agent Application as Exhibit B, which is also supported by the *Declaration of Benjamin J. Steele in Support of Emergency Ex Parte Application for Entry of an Order Authorizing the Employment and Retention of Kroll Restructuring Administration LLC as Claims, Noticing, and Solicitation Agent* (the "***Declaration***") attached as Exhibit C to the Claims and Noticing Agent Application.

22. The Debtors request approval to employ Agent to serve as Claims and Noticing Agent in these Chapter 11 cases to provide the services outlined in the Engagement Letter. I believe that Agent's employment is in the best interest of the estates, the Agent's rates are competitive and reasonable, and the Agent has the expertise required in a complex chapter 11 case.

23. The Debtors request that Agent's fees and expenses be paid as an administrative expense in the ordinary course of the Debtors' business without further application or order of the Court. I understand that should a dispute develop, the matter will be brought to the Court for resolution. I further understand that Agent agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred. I also understand that the Agent will provide a monthly invoice to the Debtors, Debtors' counsel, the U.S. Trustee, counsel for any official committee, and any party-in-interest who specifically requests service of the monthly invoices.

24. Prior to the Petition Date, the Debtors provided Agent an advance in the amount of $50,000, and I understand that Agent will apply these funds in accordance with the Engagement Letter.

25. I understand that the Debtors have agreed to indemnify the Agent as set forth in the Engagement Letter; however, notwithstanding anything to the contrary, the Agent will not be indemnified for liability arising out of gross negligence, willful misconduct, and certain other matters identified in the Order.

26. Finally, I understand that Agent has reviewed its conflicts system to determine whether it has any relationships with the Debtors' creditors and parties-in-interest. Except as disclosed in the Declaration, Agent represents that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed. I understand that Agent agrees that it will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

27. I believe that the Claims and Noticing Agent Application should be granted because the Agent's services are required to effectuate the Debtors' transition into bankruptcy and to immediately begin providing effective notice of pleadings and orders to interested parties. Accordingly, on behalf of the Debtors, I respectfully request that the relief sought in the Claims and Noticing Agent Application be approved.

D. Emergency Motion for Entry of an Order (I) Extending Time to File (A) Schedules of Assets and Liabilities, Schedules of Current Income and Expenditures, Schedules of Executory Contracts and Unexpired Leases, and Statements Of Financial Affairs and (B) Rule 2015.3 Financial Reports, (II) Modifying the Requirements of Bankruptcy Local Rule 2015-3, and (III) Granting Related Relief (the "*Motion for Extension of Time to File Schedules*")

28. In the Motion for Extension of Time to File Schedules, the Debtors seek entry of an order (the "***Proposed Order***"), substantially in the form attached to the Motion for Extension

of Time to File Schedules as Exhibit A: (a) extending the deadline by which the Debtors must file (i) their schedules of assets and liabilities, schedules of current income and expenditures, schedules of executory contracts and unexpired leases, and statements of financial affairs (collectively, the "***Schedules and Statements***") by 30 days, for a total of 44 days from the Petition Date, through and including June 30, 2026 and (ii) initial reports of financial information with respect to entities in which the Debtors hold a controlling or substantial interest as set forth in Bankruptcy Rule 2015.3 (the "***2015.3 Reports***") by 37 days, for a total of 44 days from the Petition Date, through and including June 30, 2026, in each case without prejudice to the Debtors' ability to request additional extensions for cause shown, (b) modifying the requirements of Local Rule 2015-3 to permit the Debtors to file 2015.3 Reports every six months, and (c) granting related relief.

29. I believe that ample cause exists to grant the relief requested herein. To prepare their Schedules and Statements, the Debtors will have to compile information from books, records, and documents relating to thousands of creditors, assets, leases, and contracts from each Debtor entity. To accurately prepare their Schedules and Statements will require a significant expenditure of time and effort on the part of the Debtors' employees. I believe that complying with the short timeline granted under the Bankruptcy Code and the Bankruptcy Rules would place significant strain on the Debtors' financial team and would likely impact the Debtors' ability to facilitate these Chapter 11 Cases.

30. In the days leading up to the Petition Date, the primary focus of the Debtors' financial team has been preparing for these Chapter 11 Cases. I believe focusing the attention of key personnel on critical business and chapter 11 compliance issues during the early days of these Chapter 11 Cases will facilitate the Debtors' smooth transition into chapter 11, thereby maximizing value for their estates and all stakeholders. I understand that the Debtors are not in a position to

complete the initially required reports for the reasons described above regarding the Schedules and Statements.

31. I understand that certain Debtors maintain interests in non-Debtor affiliates that are subject to Bankruptcy Rule 2015.3 and, as such, are required to file 2015.3 Reports.[3] These non-Debtor affiliates are all foreign entities with few or no creditors and *de minimis* assets and operations, all of which have begun or will imminently begin the process of liquidating and winding down their affairs. I believe that cause exists to extend the deadline for filing the 2015.3 Reports based on (a) the size, scope, and complexity of the businesses; (b) the substantial burdens associated with complying with Bankruptcy Rule 2015.3 in the early days of these Chapter 11 Cases; and (c) the limited utility of immediate 2015.3 Reports for non-Debtor entities that are liquidating rather than operating active businesses. In addition, the Debtors are not in a position to complete the initial 2015.3 Reports within the time required under Bankruptcy Rule 2015.3 for the reasons described above regarding the Schedules and Statements.

32. I believe that extending the deadline to file Schedules and Statements will enable the Debtors to work with their advisors and other entities to determine what those reports should include and whether any changes should be made to the reporting rules. Accordingly, the Debtors request that the Court extend the time by which the Debtors must file initial Schedules and Statements through and including June 30, 2026, without prejudice to the Debtors' ability to request further extensions for cause shown.

33. The Debtors also request that the Court to permit the Debtors to file certain Reports every six months. I understand that filing monthly Reports would create an unnecessary

[3] Such non-Debtor affiliates are: Bitcoin Depot, S. de R.L. de C.V. (Mexico), Brazil BTM Limitada (Brazil), BTM Solutions India Private Ltd. (India), HK BTM Ltd. (Hong Kong), NZ BTM Ltd. (New Zealand), UK BTM Ltd. (United Kingdom) and AUS BTM PTY LTD (Australia).

administrative burden for the Debtors' estates. To prepare these Reports, the Debtors must compile information from books, records, and documents relating to their non-Debtor affiliates across several jurisdictions. Given that such non-Debtor affiliates are winding down, I believe that any utility of such monthly reporting is significantly outweighed by the disproportionate burden to the Debtors' estates. I understand that collecting the necessary information requires a substantial expenditure of time and effort on the part of the Debtors, their employees, and their professional advisors on a consistent, monthly basis, when these resources would be best used to facilitate the Debtors' restructuring efforts and administration of these Chapter 11 Cases.

34. I believe that granting the relief requested in the Motion for Extension of Time to File Schedules is critical to enabling the Debtors to effectively transition to operating as chapter 11 debtors. I believe that failure to receive such authorization and other relief during the first twenty-one days of these Chapter 11 Cases could impact the Debtors' operations at this important juncture and inhibit the Debtors' ability to focus on preserving and maximizing the value of the Debtors' estates. The requested relief is necessary to ensure a successful transition into chapter 11, preserve the ongoing value of the Debtors' estates, and maximize value for the benefit of all stakeholders. And I further believe that any delay in granting such relief could result in immediate and irreparable harm to the Debtors. Accordingly, on behalf of the Debtors, I respectfully request that the relief sought in the Motion for Extension of Time to File Schedules be approved.

E. Emergency Motion for Entry of an Order (I) Authorizing Bitcoin Depot, Inc. to Act as Foreign Representative and (II) Granting Related Relief (the "*Foreign Representative Motion*")

35. In the Foreign Representative Motion, the Debtors seek entry of an order ("***Order***") authorizing, but not directing, Bitcoin Depot Inc. to act as foreign representative on behalf of the Debtors' estates (the "***Foreign Representative***") in legal proceedings in Canada in relation to the Chapter 11 Cases.

36. Digital Gold Ventures Inc., BitAccess Inc., and Express Vending Inc. (collectively, the "***Canadian Debtors***") are wholly-owned or majority-owned indirect subsidiaries of Bitcoin Depot Inc.[4] and were each formed under the laws of Canada. The Debtors' Canadian operations are primarily run through the Canadian Debtors.

37. The Canadian Debtors are seeking recognition of the Chapter 11 cases of Bitcoin Depot, Inc. in the Canadian Court. The Debtors request authority to appoint Bitcoin Depot Inc. as Foreign Representative in connection with the Canadian Proceeding.

38. Without an order issued by this Court appointing Bitcoin Depot Inc. as Foreign Representative, I understand that the Debtors may struggle to satisfy the requirements of Canadian law for an application for recognition of these Chapter 11 Cases. Accordingly, the Debtors request that the Court enter the Order authorizing Bitcoin Depot Inc. to act as the Foreign Representative in the Canadian Proceeding. At this time, the Debtors have no intention of seeking relief in any other foreign jurisdiction aside from Canada.

39. I believe that the entry of the proposed Order will allow the Debtors to coordinate the Chapter 11 Cases and the Canadian Proceeding for the benefit of the Debtors' estates. Specifically, I understand that the Debtors will seek orders from the Canadian Court to, among other things, ensure that certain relief granted in this Court will be enforceable in Canada and that Canadian creditors will be stayed from taking action against the Debtors and their estates during the pendency of these Chapter 11 Cases.

40. I believe that authorizing Bitcoin Depot Inc. to act as Foreign Representative on behalf of the Debtors' estates in legal proceedings in Canada in relation to the Chapter 11 Cases,

[4] Bitcoin Depot Inc. indirectly and wholly owns Express Vending Inc. and Digital Gold Ventures Inc. Digital Gold Ventures Inc. directly owns 80% of BitAccess Inc., with the remaining ownership interests held by minority stockholders.

as well as granting the other relief requested herein, is critical to enabling the Debtors to effectively transition to operating as chapter 11 debtors. I believe that failure to receive such authorization and other relief during the first 21 days of these Chapter 11 Cases could impact the Debtors' operations at this important juncture and inhibit the Debtors' ability to focus on preserving and maximizing the value of the Debtors' estates. I further believe that the requested relief is necessary to ensure a successful transition into chapter 11, preserve the ongoing value of the Debtors' estates, and maximize value for the benefit of all stakeholders. Accordingly, on behalf of the Debtors, I respectfully request that the relief sought in the Foreign Representative Motion be approved.

II. OPERATIONAL MOTIONS REQUESTING IMMEDIATE RELIEF

A. Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief (the "*Wages Motion*")

41. In the Wages Motion, the Debtors seek entry of an order (the "***Order***") authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable expenses on account of the Compensation and Benefits Programs (as defined below) and (b) continue to administer the Compensation and Benefits Programs in the ordinary course of business, including payment of prepetition obligations related thereto.

42. I believe that an immediate and orderly transition into chapter 11 is critical to the preservation of value at this important juncture and the successful restructuring of Bitcoin Depot, Inc. I believe that any delay in granting the relief requested could cause immediate and irreparable harm to the Debtors.

43. As of the Petition Date, the Debtors employ individuals located in the United States and in Canada. Debtor BitAccess Inc. ("***BitAccess***") employs approximately 7 individuals located in Canada (collectively, the "***BitAccess Employees***") on a full-time basis. Debtor Bitcoin Depot

Operating LLC ("***OpCo***") employs approximately 107 individuals located in the U.S. (the "***OpCo Employees***") on a full-time basis. Additionally, Debtor Kutt, Inc. ("***Kutt***") employs 2 individuals located in the U.S. (the "***Kutt Employees***," together with the BitAccess Employees and the OpCo Employees, the "***Employees***") on a full-time basis.

44. Approximately 13 Employees are paid on an hourly basis and approximately 103 Employees receive a salary. Additionally, the Debtors utilize 13 independent contractors, primarily consisting of various engineering, sales and other support services who are vital to the Debtors' asset preservation and value-maximization efforts (the "***Independent Contractors***," and, together with the Employees, the "***Workforce***").

45. Concurrently with the filing of these Chapter 11 Cases, the Debtors issued notices to their U.S.-based Employees, which I understand that, to the extent applicable, satisfy notification requirements under the Worker Adjustment and Retraining Notification Act (the "***WARN Act***," and the notices issued thereunder, the "***Termination Notices***"). I understand that the WARN Act generally requires 60 days of advance notice to affected employees and governmental entities prior to the implementation of a mass layoff or plant closing, as defined in the WARN Act. The Debtors, as fiduciaries of their estates, continue to evaluate the role of the Workforce in these Chapter 11 Cases on an ongoing basis.

46. As of the Petition Date, the Debtors have not terminated any of the Employees who received a Termination Notice; rather, the Termination Notices provide the Employees notice of their planned employment termination date that is 60 days from the date of the Termination Notice. During the notice period, Employees will remain on the payroll, continuing to receive their regular wages and benefits, and will be expected to provide services as directed by the Company. However, the Debtors request authority to pay claims asserted under the WARN Act (such claims,

the "***WARN Claims***") if the Debtors elect to terminate Employees prior to the expiration of the notice period as an administrative expenses of their estates.

47. The Workforce continues to perform a wide variety of functions critical to the administration of and transition into these Chapter 11 Cases. Their skills, knowledge, and understanding of the Debtors' businesses are essential to executing the Debtors' strategic objectives and preserving estate value. I believe that without the continued, uninterrupted services of the Workforce, the Debtors' ability to preserve and maximize estate value for the benefit of all stakeholders would suffer immediate and irreparable harm. Therefore, notwithstanding issuance of the Termination Notices, I believe it is critical that the Debtors continue to make payments under the Compensation and Benefits Programs (as defined below) in the ordinary course of business during the 60-day notice period.

48. I understand that the vast majority of the Workforce relies exclusively on their compensation and benefits from the Debtors to pay their daily living expenses and support their families. Thus, the Workforce will be exposed to significant financial constraints if the Debtors are not permitted to continue paying their compensation and providing benefits in the ordinary course. I therefore believe that the relief requested is necessary and appropriate.

49. To avoid immediate and irreparable harm to the Debtors' estates, and to minimize the personal hardship the Workforce would suffer if the Debtors' obligations are not paid when due or as expected, the Debtors are seeking authority to pay and honor certain prepetition claims relating to compensation and benefits programs. Specifically, the Debtors are seeking authority to pay and honor certain prepetition claims relating to, among other things, wages, salaries, expense reimbursements, corporate credit cards, other compensation, federal, state, and provincial taxes and other withholdings, health insurance, life and accidental death and dismemberment insurance,

disability coverage, workers' compensation benefits, paid time off, and other benefits that the Debtors have historically directly or indirectly provided to the Workforce in the ordinary course of business, as well as all incidental costs thereof (collectively, the "***Compensation and Benefits Programs***," and the obligations arising therefrom, the "***Compensation and Benefits Obligations***").

50. Subject to the Court's approval of the relief requested herein, the Debtors intend to continue their prepetition Compensation and Benefits Programs in the ordinary course of business and consistent with past practice. Out of an abundance of caution, however, the Debtors request the right to modify, change, or discontinue certain of the Compensation and Benefits Programs and to implement new programs, policies, and benefits, in their discretion and in the ordinary course of business during these Chapter 11 Cases and without the need for further Court approval, subject to the terms of the Order and applicable law.

51. The Debtors are seeking relief with respect to the prepetition amounts owed on account of the Compensation and Benefits Programs as follows.[5]

Obligation	Approximate Amount
Compensation & Related Obligations	
Unpaid Wages	$600,000
Unpaid Withholding Obligations	$50,000
Unpaid Corporate Credit Card Program Obligations	$100,000
Employee Benefit Programs	
Unpaid Health Insurance Program Obligation	$62,000
Unpaid 401(k) Obligations	$37,000
TOTAL	$849,000

a) **Employee Wages:** In the ordinary course of business, the Debtors incur and pay, and continue to incur and pay the Employees' wages, salaries, and other compensation, on a

[5] This table is for illustrative purposes only and is qualified by the Motion and the Interim Order and Final Order.

bi-weekly or semi-monthly basis (collectively, the "***Employee Compensation***").[6] Historically, the Debtors pay the Employees' wage and salary obligations (collectively, the "***Wages***") on either a salaried or hourly basis. On average, the Debtors paid approximately $530,000 per bi-weekly pay period (as it relates to OpCo and Kutt) and approximately $40,000 per semi-monthly pay period (as it relates to BitAccess) on account of Wages. The Debtors' most recent bi-weekly payroll pay date for OpCo and Kutt employees was on May 8, 2026 and most recent semi-monthly payroll date for BitAccess was on May 15, 2026. As of the Petition Date, the Debtors believe that approximately $600,000 in unpaid Wages has accrued and is outstanding (the "***Unpaid Wages***"), all of which will become due and payable in the first twenty-one days after the Petition Date. The Debtors seek authority, but not direction, to pay the Unpaid Wages in the ordinary course of business and consistent with past practice, and to continue paying the Unpaid Wages on a postpetition basis in the ordinary course of business and consistent with past practice. The Debtors do not believe there are prepetition amounts owed to any individual on account of Wages that exceed $17,150, the priority expense amount set forth in section 507(a)(4) of the Bankruptcy Code, and the Debtors are not seeking authority to pay Wages to any Employee in excess of such amount.

b) **Independent Contractor Obligations:** In the ordinary course of business, the Debtors incur and pay the Independent Contractors' compensation (the "***Independent Contractor Obligations***"). In 2025, the Debtors paid approximately $171,000 on account of the Independent Contractor Obligations. Historically, the Debtors have paid an average of approximately $15,000 per month on account of the Independent Contractor Obligations. As of the Petition Date, the Debtors are not aware of any accrued and outstanding Independent Contractor Obligations. However, out of an abundance of caution, the Debtors seek authority, but not direction, to pay any unpaid Independent Contractor Obligations in the ordinary course of business and consistent with past practice, and to continue to pay the Independent Contractor Obligations on a postpetition basis in the ordinary course of business and consistent with past practice.

c) **Withholding Obligations:** During each applicable pay period, the Debtors, through UKG (Ultimate Kronos Group) and Gusto, Inc. (the "***Payroll Processors***"), routinely deduct and withhold certain amounts from Employees' paychecks for, among other things, garnishments, child support, and pre- or post-tax deductions payable pursuant to certain of the benefit programs (collectively, the "***Deductions***"). Certain of the Deductions are processed and forwarded to the appropriate third party at the same time the Employees' payroll checks are disbursed. On average, OpCo and Kutt remitted approximately $40,000 and BitAccess remitted approximately $4,000 per pay period on account of the Deductions. The Debtors also are required under U.S. and Canadian law, as applicable, to withhold from Employee Compensation amounts related to, among other things, federal, state, provincial, and local income taxes, as well as Social Security and Medicare (for U.S.-based Employees) and Canada or Quebec Pension Plan (for Canada-based Employees) (collectively, the "***Employee Payroll Taxes***") for remittance to the appropriate federal,

[6] The Debtors use third-party payroll processors by which all disbursements and withholdings (as set forth herein) are processed.

state, and local taxing authorities. The Debtors must then match the Employee Payroll Taxes from their own funds and pay, based upon a percentage of gross payroll, additional amounts for unemployment insurance under U.S. (both state and federal) and Canadian law (together with the Employee Payroll Taxes, the "***Payroll Taxes***" and, together with the Deductions, the "***Withholding Obligations***"). As of the Petition Date, the Debtors believe that approximately $50,000 in Withholding Obligations has accrued and is outstanding (the "***Unpaid Withholding Obligations***"), all of which will become due and payable within the first twenty-one days after the Petition Date. The Debtors seek authority, but not direction, to pay and/or remit the Unpaid Withholding Obligations in the ordinary course of business and consistent with past practice, and to continue paying and/or remitting the Withholding Obligations and any associated processing costs on a postpetition basis in the ordinary course of business.

d) **Expense Reimbursements:** In the ordinary course of business, the Debtors reimburse the Employees for reasonable and customary expenses that such Employees, as applicable, personally incur in the scope of their employment. Among other things, expense reimbursements typically include expenses associated with travel, lodging, ground transportation, meals, and other business-related expenses incurred in the course of an Employee's duties (the "***Expense Reimbursements***"). Generally, eligible expenses are personally incurred by an Employee and reimbursed by the Debtors. The Debtors contract with Brex, Inc. ("***Brex***") to process and administer the Expense Reimbursements. Employees may be held personally liable for any unpaid obligations even though the obligations were incurred for the Debtors' benefit. Thus, the Debtors' inability to reimburse their Employees with respect to any Expense Reimbursements likely would impose significant hardships on those Employees. Because of the irregular nature of requests for Expense Reimbursements, it is difficult for the Debtors to determine the amount of unpaid Expense Reimbursements at any given time, but historically, the Expense Reimbursements are approximately $4,000 per month. As of the Petition Date, the Debtors are not aware of any accrued and outstanding Expense Reimbursements. However, out of an abundance of caution, the Debtors seek authority, but not direction, to pay any unpaid Expense Reimbursements in the ordinary course of business and consistent with past practice, and to continue to pay the Expense Reimbursements on a postpetition basis in the ordinary course of business and consistent with past practice.

e) **Corporate Credit Card Program:** The Debtors are party to three corporate credit card programs with Brex, American Express National Bank, and JPMorgan Chase Bank, N.A. (collectively, the "***Credit Card Providers***") whereby the Credit Card Providers provide credit cards to approximately 50 Employees that are primarily utilized to pay for business-related purchases (the "***Corporate Credit Card Program***"). Under the Corporate Credit Card Program, the Debtors receive monthly statements for purchases made via the Corporate Credit Card Program during the preceding month. Payment in respect of these statements is typically made on a monthly basis. In 2025, the Debtors paid an average of $400,000 per month to the Credit Card Providers collectively on account of the Corporate Credit Card Program. As of the Petition Date, the Debtors believe that approximately $100,000 in obligations due on account of the Corporate Credit Card Program has accrued and is outstanding (the "***Unpaid Corporate Credit Card Program Obligations***"), all of

which will become due and payable within the first 21 days after the Petition Date. The Debtors seek authority, but not direction, to pay the Unpaid Corporate Credit Card Program Obligations in the ordinary course of business and consistent with past practice, and to continue paying the Corporate Credit Card Program obligations on a postpetition basis in the ordinary course of business.

f) **The Payroll Processors:** As noted above, the Debtors' Payroll Processors process the Debtors' payroll and federal tax forms and complete payroll tax filings, including federal, state, and local filings. The Payroll Processors also provide timekeeping and attendance-tracking solutions, among other administrative services. The Debtors pay the Payroll Processors approximately $5,000 in subscription fees on a monthly basis (the "***Payroll Processor Fees***"). As of the Petition Date, the Debtors are not aware of any accrued and outstanding Payroll Processor Fees. However, out of an abundance of caution, the Debtors seek authority, but not direction, to pay any unpaid Payroll Processor Fees in the ordinary course of business and consistent with past practice, and to continue paying the Payroll Processor Fees on a postpetition basis in the ordinary course of business and consistent with past practice.

g) **Health and Insurance Programs:** As of the Petition Date, the Debtors believe that approximately $62,000 in obligations due on account of the OpCo Health Insurance Programs, Kutt Health Insurance Programs, and BitAccess Health Insurance Programs (each as defined below) has accrued and is outstanding (the "***Unpaid Health Insurance Program Obligations***"), all of which will become due and payable within the first 21 days after the Petition Date. The Debtors seek authority, but not direction, to pay the Unpaid Health Insurance Program Obligations in the ordinary course of business and consistent with past practice, and to continue paying the Health Insurance Program obligations on a postpetition basis in the ordinary course of business in the manner discussed in detail below.

   a. **OpCo Health Insurance Programs:** OpCo offers the OpCo Employees the opportunity to participate in a number of health benefit plans, including the OpCo Medical Plan, the HSAs, the OpCo Dental Plan, and the OpCo Vision Plan (each, as defined below and collectively, including their respective administrative costs, the "***OpCo Health Insurance Programs***").

      i. **The OpCo Medical, Dental, and Vision Plans:** OpCo offers medical coverage (the "***OpCo Medical Plans***") to the OpCo Employees through Cigna Health and Life Insurance Company ("***Cigna***"). OpCo Employees are provided with multiple plan options with varying required premiums. The OpCo Medical Plans provide coverage for, among other things, outpatient and inpatient services, preventative care, and prescription drug services. OpCo Employees, as well as their spouses, children, and/or eligible dependents, may be covered under the OpCo Medical Plans. As of the Petition Date, approximately 63 OpCo Employees participate in the OpCo Medical Plans. OpCo also offers dental coverage (the "***OpCo Dental Plan***") to the OpCo Employees through Cigna. OpCo Employees, as well as their spouses, children, and/or eligible dependents, may be covered under

the OpCo Dental Plan. As of the Petition Date, approximately 77 OpCo Employees participate in the OpCo Dental Plan. Finally, OpCo offers vision coverage (the "***OpCo Vision Plan***") to the OpCo Employees through Cigna. The OpCo Vision Plan provides coverage or discounts for exams, prescription eyeglasses, and contact lenses. OpCo Employees, as well as their spouses, children, and/or eligible dependents may be covered under the OpCo Vision Plan. As of the Petition Date, approximately 76 OpCo Employees participate in the OpCo Vision Plan. After taking applicable Deductions, historically, OpCo has paid approximately $150,000 per month with respect to the OpCo Medical, Dental, and Vision Plans, including associated administrative fees.

ii. **Health Savings Accounts:** OpCo Employees who participate in the high deductible health plan may contribute a portion of their compensation into an optional health savings account (the "HSAs"), administered by Admin America ("***Admin America***"), which may be used for qualified medical expenses. Participating OpCo Employees can make contributions to the HSA through payroll deductions on a pre-tax basis to cover reimbursements under the program up to the maximum amount permitted by the Internal Revenue Service. As of the Petition Date, approximately 17 OpCo Employees maintain an HSA. OpCo does not make any contributions on account of the HSAs. OpCo pays Admin America approximately $50 in administrative fees on a monthly basis on account of the HSAs.

b. **Kutt Health Insurance Programs:** Kutt offers the Kutt Employees the opportunity to participate in a number of health benefit plans, including the Kutt Medical Plan, the Kutt Dental Plan, and the Kutt Vision Plan (each, as defined below and collectively, including their respective administrative costs, the "***Kutt Health Insurance Programs***").

i. **The Kutt Medical, Dental, and Vision Plans:** As of May 1, 2026, Kutt offers medical coverage (the "***Kutt Medical Plans***") to the Kutt Employees through UnitedHealthcare Insurance Company ("***United***"). Kutt Employees are provided with multiple plan options with varying required premiums. The Kutt Medical Plans provide coverage for, among other things, outpatient and inpatient services, preventative care, and prescription drug services. Kutt Employees, as well as their spouses, children, and/or eligible dependents, may be covered under the Kutt Medical Plans. As of the Petition Date, 2 Kutt Employees participate in the Kutt Medical Plans. Kutt also offers dental coverage (the "***Kutt Dental Plan***") to the Kutt Employees through United. Kutt Employees, as well as their spouses, children, and/or eligible dependents, may be covered under the Kutt Dental Plan. As of the Petition Date, 2 Kutt Employees participate in the Kutt Dental Plan. Finally, Kutt offers vision coverage (the "***Kutt Vision Plan***") to the Kutt Employees through United. The Kutt Vision Plan provides coverage or discounts for exams, prescription eyeglasses, and contact

lenses. Kutt Employees, as well as their spouses, children, and/or eligible dependents may be covered under the Kutt Vision Plan. As of the Petition Date, 2 Kutt Employees participate in the Kutt Vision Plan. Kutt anticipates paying approximately $2,000 per month with respect to the Kutt Medical, Dental, and Vision Plans, including associated administrative fees. The Kutt Medical Plans began on May 1, 2026, and the Debtors anticipate beginning monthly payments under the Kutt Medical Plans during these Chapter 11 Cases.

c. **BitAccess Health Insurance Programs:** BitAccess offers the BitAccess Employees the opportunity to participate in a number of health benefit plans, including the BitAccess Medical Plan, the BitAccess Dental Plan, and the BitAccess Vision Plan (each, as defined below and collectively, including their respective administrative costs, the "***BitAccess Health Insurance Programs***" and, together with the OpCo Health Insurance Programs and the Kutt Health Insurance Programs, the "***Health Insurance Programs***"). BitAccess offers medical coverage (the "***BitAccess Medical Plans***") to the BitAccess Employees through Canada Life Assurance Company ("***Canada Life***"). BitAccess Employees are provided with multiple plan options with varying required premiums. The BitAccess Medical Plans provide coverage for, among other things, outpatient and inpatient services, preventative care, and prescription drug services. BitAccess Employees, as well as their spouses, children, and/or eligible dependents may be covered under the BitAccess Medical Plans. As of the Petition Date, 7 BitAccess Employees participate in the BitAccess Medical Plans. BitAccess also offers dental coverage (the "***BitAccess Dental Plan***") to the BitAccess Employees through Canada Life. BitAccess Employees, as well as their spouses, children, and/or eligible dependents may be covered under the BitAccess Dental Plan. As of the Petition Date, 7 BitAccess Employees participate in the BitAccess Dental Plan. Finally, BitAccess offers vision coverage (the "***BitAccess Vision Plan***") to the BitAccess Employees through Canada Life. The BitAccess Vision Plan provides coverage or discounts for exams, prescription eyeglasses, and contact lenses. BitAccess Employees, as well as their spouses, children, and/or eligible dependents may be covered under the BitAccess Vision Plan. As of the Petition Date, 7 BitAccess Employees participate in the BitAccess Vision Plan. After taking applicable Deductions, historically, BitAccess has paid approximately $2,600 per month with respect to the BitAccess Medical, Dental, and Vision Plans, including associated administrative fees.

d. **COBRA Policies:** The Debtors provide former Employees coverage under the Consolidated Omnibus Budget Reconciliation Act ("***COBRA***"), which provides such former Employees who lose their health coverage the right to continue benefits for a limited period of time (the "***COBRA Policies***"). The COBRA Policies are administered by Cigna and Anuvi, Inc. As of the Petition Date, 4 former employees receive coverage under COBRA, and 52 former Employees and their dependents are eligible to receive coverage under COBRA. The Debtors pay approximately $115 in administrative fees on a monthly basis on account of the COBRA Policies.

e. **Life, AD&D, and Disability Insurance Programs**: The Debtors each offer their Employees the opportunity to participate in a number of life, AD&D, and disability benefit programs (each, as defined below and collectively, including their respective administrative costs, the "***Life, AD&D, and Disability Insurance Programs***"). As of the Petition Date, the Debtors do not believe there are prepetition amounts owed on account of the Life, AD&D, and Disability Insurance Programs. However, out of an abundance of caution, the Debtors seek authority, but not direction, to pay any unpaid Life, AD&D, and Disability Insurance Programs obligations in the ordinary course of business and consistent with past practice, and to continue paying the Life, AD&D, and Disability Insurance Programs obligations on a postpetition basis in the ordinary course of business and consistent with past practice.

i. **OpCo and Kutt Life and AD&D Insurance Programs:** OpCo and Kutt offer life and accidental death and dismemberment insurance coverage (the "***Basic Life and AD&D Insurance***") to their respective Employees through The Guardian Life Insurance Company ("***Guardian***"), which provides maximum coverage of up to $25,000 for all full-time OpCo Employees and $15,000 for the Kutt Employees in the event of the Employee's death, accidental death, or dismemberment. Employees do not make any contributions on account of the Basic Life and AD&D Insurance. As of the Petition Date, approximately 107 Employees maintain Basic Life and AD&D Insurance. The Debtors pay approximately $1,000 per month with respect to the Basic Life and AD&D Insurance premiums, including associated administrative fees. OpCo Employees may also purchase voluntary life insurance and voluntary accidental death and dismemberment insurance (the "***Voluntary Life and AD&D Insurance***") through Guardian. OpCo does not make any contributions on account of the Voluntary Life and AD&D Insurance. As of the Petition Date, approximately 55 OpCo Employees maintain Voluntary Life and AD&D Insurance. OpCo Employees may also purchase voluntary short- and long-term disability insurance (the "***Voluntary Disability Insurance***") through Guardian. As of the Petition Date, approximately 30 OpCo Employees maintain Voluntary Disability Insurance. Finally, OpCo Employees may purchase voluntary critical illness insurance (the "***Voluntary Critical Illness Insurance***") through Guardian. As of the Petition Date, approximately 14 OpCo Employees maintain Voluntary Critical Illness Insurance.

ii. **BitAccess Life and AD&D Insurance Programs**: BitAccess offers life and accidental death and dismemberment insurance coverage (the "***BitAccess Life and AD&D Insurance***") to its Employees through Canada Life, which provides maximum coverage of up to $50,000 for all full-time BitAccess Employees in the event of a BitAccess Employee's death, accidental death, or dismemberment. As of the Petition Date, approximately 6 BitAccess Employees and 1 former Employee maintain

BitAccess Life and AD&D Insurance. BitAccess pays approximately $100 per month with respect to the BitAccess Life and AD&D Insurance premiums, including associated administrative fees.

h) **Workers' Compensation Programs**: The Debtors maintain workers' compensation insurance (the "***Workers' Compensation Programs***") at the level required by law in the states and provinces in which the Debtors operate for Employee claims arising from or related to their employment with the Debtors and to satisfy the Debtors' obligations arising under or related to the Workers' Compensation Programs. All Employees are entitled to participate in the Workers' Compensation Programs to the extent required by applicable law. Additionally, the Debtors maintain third-party workers' compensation insurance for U.S. based Employees through The Hartford Insurance Group, Inc., pursuant to which the Debtors pay approximately $4,500 on a monthly basis in premiums and administrative fees (together with other obligations arising under the Workers' Compensation Programs, the "***Workers Compensation Obligations***"). As of the Petition Date, the Debtors are not aware of any accrued and outstanding Workers' Compensation Obligations. However, out of an abundance of caution, the Debtors seek authority, but not direction, to pay any unpaid Workers' Compensation Obligations in the ordinary course of business and consistent with past practice, and to continue to pay the Workers' Compensation Obligations on a postpetition basis in the ordinary course of business and consistent with past practice.

i) **Leave Benefits:** In the ordinary course of business, the Debtors maintain certain paid leave benefit programs for Employees, providing paid time off for vacation, sick leave, holidays (collectively, "***PTO***") and Other Leave (as defined below) (collectively, the "***Leave Benefits***"). OpCo and Kutt Employees receive twenty days of PTO on January 1 of each year, and are not entitled to carry over accrued but unused PTO into the next year. Accrued but unused PTO is forfeited upon the Employee's termination, except as required under applicable law. BitAccess Employees are entitled to twelve days of PTO per calendar year. Accrued but unused PTO carries over into the next calendar year, but BitAccess Employees may not accrue more than twenty days of PTO. Once this limit is reached, the BitAccess Employee must take time off to bring accrued PTO within the acceptable range. None of the Debtors' Employees are entitled to cash payments in connection with accrued and unused PTO, except as required under applicable state or provincial law. In the ordinary course of business, the Debtors provide certain other paid and unpaid leave, including bereavement, jury duty, voting, military, inclement weather, leave provided for under the Family Medical Leave Act, and all legally required leaves (collectively, the "***Other Leave***"). Employees are not entitled to any cash payments in connection with the Other Leave. As of the Petition Date, the Debtors do not believe there are prepetition amounts owed on account of the Leave Benefits. However, out of an abundance of caution, the Debtors seek authority, but not direction, to continue the Leave Benefits programs and pay any obligations accruing thereunder on a postpetition basis in the ordinary course of business and consistent with past practice.

j) **OpCo 401(k) Plan:** OpCo provides all eligible OpCo Employees with the ability to participate in a defined contribution 401(k) plan (the "***401(k) Plan***"), which is administered by Vestwell Advisors, LLC ("***Vestwell***"). OpCo pays Vestwell approximately $1,000 in

administrative fees on a monthly basis in connection with the 401(k) Plan (the "***401(k) Administrative Fees***"). OpCo Employees generally are automatically enrolled in a 401(k) Plan immediately upon employment with the ability to affirmatively opt out. The 401(k) Plan generally provides for pre-tax deductions of compensation up to limits set by the Internal Revenue Code, as well as certain post-tax deductions. Employee contributions to the 401(k) Plan are deducted automatically from each paycheck and transferred to a trust established under the 401(k) Plan (collectively, the "***401(k) Deductions***"). As of the Petition Date, 70 Employees are contributing to the 401(k) Plan and approximately 40 former Employees hold 401(k) balances. OpCo makes contributions to the 401(k) Plans, according to the formula set forth in the 401(k) Plan (the "***401(k) Match Obligations***" and, together with the 401(k) Deductions and the 401(k) Administrative Fees, the "***401(k) Obligations***"). In general, OpCo pays approximately $13,000 in 401(k) Match Obligations per bi-weekly pay cycle. As of the Petition Date, the Debtors believe that approximately $37,000 in obligations due on account of the 401(k) Plan has accrued and is outstanding (the "***Unpaid 401(k) Obligations***"), consisting of approximately $24,000 unremitted 401(k) Deductions and approximately $13,000 unpaid 401(k) Match Obligations, all of which will become due and payable within the first twenty-one days after the Petition Date. The Debtors seek authority, but not direction, to remit and/or pay the Unpaid 401(k) Obligations in the ordinary course of business, consistent with past practices, and to continue remitting and/or paying the 401(k) Obligations on a postpetition basis in the ordinary course of business and consistent with past practice.

k) **BitAccess RRSP:** BitAccess provides all eligible BitAccess Employees with the ability to participate in the Company Group Registered Retirement Savings Plan (the "***RRSP***"), which is administered by Wealthsimple Technologies Inc. ("***Wealthsimple***"). BitAccess pays Wealthsimple approximately $500 in administrative fees on a monthly basis in connection with the RRSP (the "***RRSP Administrative Fees***"). BitAccess matches Employee obligations under the RRSP in an amount of up to $100 per BitAccess Employee per month (the "***RRSP Match Obligations***," and, together with the RRSP Administrative Fees, the "***RRSP Obligations***"). In general, BitAccess pays approximately $450 in RRSP Match Obligations per semi-monthly pay cycle. As of the Petition Date, the Debtors are not aware of any accrued and outstanding obligations due on account of the RRSP Obligations. However, out of an abundance of caution, the Debtors seek authority, but not direction, to continue to pay any unpaid RRSP Obligations in the ordinary course of business and consistent with past practice, and to continue to pay the RRSP Obligations on a postpetition basis in the ordinary course of business and consistent with past practice.

52. The Debtors seek authority to pay the Withholding Obligations to the appropriate third-party entities. These amounts principally represent Employee earnings that governments, Employees, and judicial authorities have designated for deduction and withholding from the Employees' paychecks. I understand that the Withholding Obligations may not be property of the

Debtors' estates. As a result, the Debtors request that the Court authorize them to transmit the Withholding Obligations on account of the Employees to the proper parties in the ordinary course of business. The Debtors further request that the Court recognize that the Withholding Obligations are not property of the Debtors' estates and, regardless of whether the Debtors collected the amounts prior to the Petition Date, authorize the Debtors to transmit such monies to the proper parties in the ordinary course of business.

53. I understand that the Workforce will be exposed to significant financial difficulties if the Debtors are not permitted to honor unpaid Compensation and Benefits Obligations. I believe that absent the payment of the obligations owed to the Employees and Independent Contractors, the Debtors may experience instability at this critical time in these Chapter 11 Cases. I therefore believe that (a) payment of the prepetition Compensation and Benefits Obligations and (b) continuation of payment of the same on a postpetition basis is a necessary and critical element of the Debtors' efforts to preserve value in these Chapter 11 Cases.

54. I understand that any WARN Claims asserted by and determined by the Debtors to be owed to the Employees in the event of termination prior to the expiration of the 60 day notice period constitute postpetition wages entitled to administrative priority. Therefore, to the extent any such postpetition termination in violation of the WARN Act's notice requirements occurs, the Debtors request authority, but not direction, to pay the resulting WARN Claims as administrative expenses of the estates.

55. I believe that the Debtors have sufficient liquidity to pay the amounts described in this Motion in the ordinary course of business. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks, wire transfers, or electronic fund transfer requests as relating to an authorized payment in respect of the Compensation and Benefits

Obligations. Accordingly, I believe that there is minimal risk that checks, wire transfers, and electronic fund transfer requests that the Court has not authorized will be honored inadvertently.

56. The Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks, wire transfers, or electronic fund transfer requests in respect of the relief requested in this Motion. Further, the Debtors also seek authority to issue new postpetition checks, wire transfers, or electronic fund transfer requests to replace any prepetition checks, wire transfers, or fund transfers that may be dishonored or rejected as a result of the commencement of these Chapter 11 Cases.

57. I believe that authorizing the Debtors to satisfy the Compensation and Benefits Obligations, as well as granting the other relief requested herein, is critical to enabling the Debtors to effectively transition to operating as chapter 11 debtors.

58. I believe that failure to receive such authorization and other relief during the first twenty-one days of these Chapter 11 Cases could impact the Debtors' operations at this important juncture and inhibit the Debtors' ability to focus on preserving and maximizing the value of the Debtors' estates. I further believe that the requested relief is necessary to ensure a successful transition into chapter 11, preserve the ongoing value of the Debtors' estates, and maximize value of the Debtors' estates for the benefit of all stakeholders. Accordingly, on behalf of the Debtors, I respectfully request that the relief sought in the Wages Motion be approved.

B. Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Their Cash Management System, (B) Continue Using Existing Business Forms, and (C) Continue Intercompany Transfers, (II) Providing Administrative Expense Priority Status for Postpetition Intercompany Claims, (III) Extending Time to Comply with Section 345(b) of the Bankruptcy Code, (IV) Waiving Compliance with Certain of the U.S. Trustee's Operating Guidelines, and (V) Granting Related Relief (the "*Cash Management Motion*")

59. In the Cash Management Motion, the Debtors seek entry of interim and final orders substantially in the forms attached to the Cash Management Motion (a) authorizing, but not

directing, the Debtors to: (i) maintain their existing Bank Accounts and close their Cryptocurrency Wallets and maintain the Cash Management System (each as defined below); (ii) continue using their existing Business Forms (as defined below); (iii) pay any undisputed prepetition Bank Fees and Cryptocurrency Wallet Fees (each as defined below), continue to pay the Bank Fees in the ordinary course of business, and pay the Closing Fees (as defined below); and (iv) continue to engage in Intercompany Transfers (as defined below) in the ordinary course of business and consistent with past practice; (b) providing administrative expense priority status for postpetition payments made on account of Intercompany Transfers; (c) extending time to comply with section 345(b) of the Bankruptcy Code; (d) waiving compliance with certain of the U.S. Trustee's Operating Guidelines (as defined below); and (e) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately 21 days of the commencement of these Chapter 11 Cases to consider approval of this Motion on a final basis.

60. In the ordinary course of business the Debtors manage their cash, receivables, and payables through a centralized and consolidated cash management system (the "***Cash Management System***"). The Debtors concentrate payments and other revenue they receive primarily through the *PeopleFirst x9792* Bank Account (the "***Main Operating Account***"), which funds are distributed to other accounts held by the Debtors. The Debtors use the Cash Management System to efficiently collect, transfer, concentrate, invest, and disburse funds. The Cash Management System also enables the Debtors and their non-Debtor affiliates to monitor the collection and disbursement of funds and the administration of the Bank Accounts. The Debtors maintain accounting controls with respect to each of the Bank Accounts and are able to accurately trace the funds through the Cash Management System to ensure that all transactions are adequately documented and readily ascertainable, including in connection with the Intercompany Transfers,

all as more fully described below. The Debtors will continue to maintain their books and records relating to the Cash Management System during the Chapter 11 Cases to the same extent such books and records were maintained prior to the Petition Date. Accordingly, the Debtors will be able to accurately document, record, and track the transactions occurring within the Cash Management System for the benefit of their bankruptcy estates.

61. Historically, as a part of the Cash Management System, the Debtors maintained seven cryptocurrency wallets to store, access, manage, send, and receive their cryptocurrency holdings (the "***Cryptocurrency Wallets***"). Given the Debtors' decision to wind-down business operations, the Debtors do not anticipate the use of the Cryptocurrency Wallets during the chapter 11 cases. Accordingly, the Debtors request authority, but not direction, to close the Cryptocurrency Wallets, convert any cryptocurrency held therein to cash, which cash will be deposited in the Main Operating Account, and pay any fees associated with the conversion of cryptocurrency or closing of the Cryptocurrency Wallets (the "***Closing Fees***").

62. The Debtors' Cash Management System currently consists of a total of 21 bank accounts (collectively, the "***Bank Accounts***") at 9 different banks (collectively, the "***Banks***"). Non-Debtor affiliates also maintain 4 bank accounts to fund their operations. A list identifying each of the Bank Accounts and the non-Debtor affiliate bank accounts, along with the type of account, the Bank at which such account is held, and the last four digits of each account number, is attached to the Cash Management Motion as Exhibit C, and a diagram depicting the Cash Management System, the relationship between the Bank Accounts, and the general flow of funds

is attached to the Cash Management Motion as Exhibit D. A general description of the Debtors' Bank Accounts, and the non-Debtor affiliates' bank accounts, is provided in the table below:[7]

Debtor Accounts	Description of Accounts
Bitcoin Depot Operating LLC	
New Operating **PeopleFirst Bank** **Account Ending: 9792**	This is the Company's primary concentration / operating account. This account receives funding from kiosk collection accounts and funds payroll, vendor payments, and other bank accounts as required. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $1.2 million.
Collections **PeopleFirst Bank** **Account Ending: 8904**	This account receives deposits from kiosks which funds it then transfers to the Main Operating Account. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $1.1 million.
Refunds **PeopleFirst Bank** **Account Ending: 1696**	This account is dormant. Prior to becoming dormant, it was used to process customer refunds, with the last transaction occurring approximately two years ago. The current refund process now flows through the Bill Pay account. This account is not subject to a deposit account control agreement. The Debtors intend to close this account as soon as reasonably practicable. As of the Petition Date, this account had a balance of approximately $100.
ICS **PeopleFirst Bank** **Account Ending: 2024**	This account is used to generate interest on idle cash. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $147,000.
Current Bill Pay **PeopleFirst Bank** **Account Ending: 6400**	This account is used to process certain vendor payments. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $139,000.
Operating **Brex Column** **Account Ending: 8064**	This account is used to fund payroll, vendors, and certain expenses of the Company's Canadian affiliates. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $11.7 million.

[7] Certain "dormant" Bank Accounts as set forth below are excluded from the diagram attached to the Cash Management Motion as Exhibit D. The Debtors intend to close these Bank Accounts as soon as reasonably practicable.

Debtor Accounts	Description of Accounts
Treasury **Brex Treasury** **Account Ending: 2695**	This account is used to make short-term money market fund investments. Funds are drawn from and transferred to the account ending x8604 based on business needs. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $6.9 million.
TCB **The Commercial Bank** **Account Ending: 0456**	This account receives deposits from kiosks which funds it then transfers to the Main Operating Account. This account is subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $222,000.
Surety **Surety Bank** **Account Ending: 8759**	This account receives deposits from kiosks which funds it then transfers to the Main Operating Account. This account is subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $392,000.
BDCheckout **Surety Bank** **Account Ending: 4937**	This account receives deposits related to BDCheckout transactions which funds it then transfers to the Main Operating Account. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $5,000.
Bitcoin Depot Inc. Professional Fees Account **Evolve Bank & Trust** **Account Ending: 1151**	This account was recently established and serves as an escrow account for professional fees. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a zero balance.
BT HoldCo LLC	
BT HoldCo **PeopleFirst Bank** **Account Ending: 2304**	This account is used to manage transactions for certain vendors. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $295,000.
Bitcoin Depot Inc.	
PubCo **PeopleFirst Bank** **Account Ending: 2312**	This account is used for payments related to public company costs such as SEC fees, FINRA fees, and professional fees and to provide intercompany funding for Kutt. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $51,000.
Mintz Assets, Inc.	

Debtor Accounts	Description of Accounts
Mintz **PeopleFirst Bank** **Account Ending: 2952**	This account is dormant and has never had any transaction activity. This account is not subject to a deposit account control agreement. The Debtors intend to close this account as soon as reasonably practicable. As of the Petition Date, this account had a balance of approximately $1,000.
Lux Vending Kiosk LLC	
Lux Vending **PeopleFirst Bank** **Account Ending: 3968**	This account is dormant. This account is not subject to a deposit account control agreement. The Debtors intend to close this account as soon as reasonably practicable. As of the Petition Date, this account had a balance of approximately $49,000.
BitAccess Inc.	
Brex BitAccess **Brex Column** **Account Ending: 9836**	This account was recently created to fund payroll and certain vendor disbursements in Canada. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $107,000.
Kiosk Technicians, LLC	
Kiosk Tech **Brex Column** **Account Ending: 5675**	This account is used to manage transactions related to specific gaming machines. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $7,700.
MCA Services Group, LLC	
Readybucks **Brex Column** **Account Ending: 0119**	This account manages merchant cash advances for the ReadyBucks business. No further advances are being issued. Additional collections are still underway. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $15,000.
Kutt, Inc.	
Kutt – Customer **Lexicon** **Account Ending: 5624**	This account processes deposits and withdrawals by customers for the Kutt platform. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $108,000.
Kutt – Operating **Lexicon** **Account Ending: 5616**	This account is dormant. This account is not subject to a deposit account control agreement. The Debtors intend to close this account as soon as reasonably practicable. As of the Petition Date, this account had a balance of approximately $1,000.

Debtor Accounts	Description of Accounts
Kutt – Operating **Chase** **Account Ending: 3367**	This account is Kutt's main operating account, covering payroll and vendor disbursements. This account is not subject to a deposit account control agreement. As of the Petition Date, this account had a balance of approximately $51,000.

Non-Debtor Accounts	Description of Accounts
Bitcoin Depot S DE RL DE CV	
Mexico **Santander** **Account Ending: 847-4**	This account supports operations in Mexico. This account is not subject to a deposit account control agreement. The Company intends to close this account in connection with the wind-down of its Mexican affiliate. As of the Petition Date, this account had a balance of approximately $56,000.
Brazil BTM Limitada	
Brazil **Santander** **Account Ending: 9298**	This account supports operations in Brazil. This account is not subject to a deposit account control agreement. The Company intends to close this account in connection with the wind-down of its Brazilian affiliate. As of the Petition Date, this account had a zero balance.
AUS BTM PTY LTD	
AUS - Collection **Bendigo** **Account Ending: 4188**	This account is used to collect kiosk deposits in Australia, pay Bitcoin Depot Operating for the cost of crypto sold at kiosks in Australia, and provide funding for the account ending x3314. This account is not subject to a deposit account control agreement. The Company intends to close this account in connection with the wind-down of its Australian affiliate. As of the Petition Date, this account had a balance of approximately $213,000.
AUS - Vendor **Bendigo** **Account Ending: 3314**	This account is used to pay vendors in Australia. This account is not subject to a deposit account control agreement. The Company intends to close this account in connection with the wind-down of its Australian affiliate. As of the Petition Date, this account had a zero balance.

63. The Debtors respectfully request that the Court authorize, but not direct, them to maintain and use the Bank Accounts, and authorize the Banks to maintain, service, and administer

the Bank Accounts without interruption and in the ordinary course of business. In this regard, the Debtors request that the Banks be authorized to receive, process, honor, and pay any and all checks, drafts, wires, credit card payments, automated clearing house ("***ACH***") transfers, and other instructions, payable through, drawn, or directed on such Bank Accounts after the Petition Date by the Debtors, provided that sufficient funds are on deposit in the applicable Bank Accounts to cover such payments.

64. To the best of my knowledge, the Debtors intend to have discussions with the Office of the United States Trustee for the Southern District of Texas (the "***U.S. Trustee***") to ensure compliance or substantial compliance with the applicable law. To ensure productive discussions regarding what, if any, modifications need to be made to the Bank Accounts and the Cash Management System, the Debtors request a 30-day extension (or such additional time to which the U.S. Trustee may agree) of the time period in which to either come into compliance with the applicable law or to make other arrangements that would be acceptable to the U.S. Trustee (without prejudice to the Debtors' rights to request further extensions or a waiver). As noted above, the Debtors intend to close certain Bank Accounts that are dormant as soon as reasonably practicable. The Debtors also intend to work with the U.S. Trustee to explore consolidating certain Bank Accounts and closing additional Bank Accounts as needed to simplify their Cash Management System while preserving their ability to collect estate funds from their kiosk system.

65. I understand that the U.S. Trustee has established certain operating guidelines (the ***"U.S. Trustee Guidelines***") for debtors in possession. I further understand that the U.S. Trustee Guidelines require, among other things, that upon the filing of a bankruptcy petition, the debtor must immediately close all of its existing bank accounts and open new bank accounts that are designated as debtor-in-possession accounts with authorized depositories (a) whose deposits are

insured by the Federal Deposit Insurance Corporation (the "***FDIC***") and (b) that agree to comply with the requirements of the U.S. Trustee. And I understand that the U.S. Trustee Guidelines further require debtors to deposit all estate funds in such newly opened debtor-in-possession accounts, with one account maintained solely for the purpose of setting aside estate monies required for the payment of taxes and another, separate account for cash collateral.

66. I understand that certain of the Banks including Brex / Column N.A., PeopleFirst Bank, The Commercial Bank, Surety Bank, Lexicon, and Brex Treasury, while not authorized depositories under the U.S. Trustee Guidelines, are FDIC insured. The Debtors intend to engage in discussions with the U.S. Trustee regarding the Banks that are not authorized depositories under the U.S. Trustee Guidelines and, as set forth in the Interim Order, will undertake reasonable efforts to have such banks execute a uniform depository agreement ("***UDA***").

67. The Debtors respectfully request that the Court authorize the Debtors to maintain, service, and administer the Bank Accounts maintained by the Banks, without interruption and in the ordinary course of business notwithstanding that certain of the Banks are not authorized depositories under the U.S. Trustee Guidelines.

68. As part of the Cash Management System, the Debtors use numerous pre-printed business forms (including, without limitation, letterhead, purchase orders, invoices, and pre-printed and future checks, collectively, the "***Business Forms***") in the ordinary course of business. I understand that the U.S. Trustee Guidelines require that checks for all debtor-in-possession accounts bear the name of the debtor, the designation "Debtor in Possession," the bankruptcy case number, and the type of account.

69. To minimize expenses to the Debtors' estates and to avoid confusion on the part of employees, customers, and vendors during the pendency of these Chapter 11 Cases, the Debtors

request that the Court waive such requirements and authorize the Debtors' continued use of all correspondence and Business Forms as such forms were in existence immediately before the Petition Date, without reference to the Debtors' status as debtors in possession, rather than requiring the Debtors to incur the expense and delay of ordering entirely new Business Forms as otherwise would be required under the U.S. Trustee Guidelines. To the extent the Debtors exhaust their existing supply of checks during these Chapter 11 Cases, the Debtors will transition to using checks with the designation "Debtor in Possession" and the corresponding bankruptcy case number on all such checks.

70. In the ordinary course of business, the Debtors incur and pay, or allow to be deducted from the appropriate Bank Accounts, a number of fees, charges, and expenses related to the cost of renting vault space and administering the Bank Accounts, including among other things, wire transfer and other fees, costs, and expenses standard for a typical corporate bank account (collectively, the "***Bank Fees***").

71. The Bank Fees are either debited directly from the Debtors' Bank Accounts or charged monthly. The amount of Bank Fees owed each month varies based on account activity and average monthly balance maintained in the Bank Accounts. The Debtors paid the Banks approximately $179,000 per month in Bank Fees on average for the last six months. The Debtors estimate that $179,000 on account of Bank Fees will become due and payable during the interim period, of which $179,000 will be attributable to the prepetition period. The Debtors seek authority, but not direction, to pay these Bank Fees during the interim period and to continue paying the Bank Fees in the ordinary course of business consistent with past practices.

72. The Debtors incur monthly service charges and brokerage-related costs, fees, and expenses in connection with the maintenance of their Cryptocurrency Wallets (collectively, the

"***Cryptocurrency Wallet Fees***"). The Cryptocurrency Wallet Fees are paid automatically with each transaction in addition to a minimum monthly fee. The Cryptocurrency Wallet Fees include a $2,000 monthly fee and additional fees based on the volume of transactions processed by the Debtors through the Cryptocurrency Wallets.

73. The Debtors paid approximately $2,000 per month in Cryptocurrency Wallet Fees on average over the last six months. I believe that approximately $3,000 on account of Cryptocurrency Wallet Fees will become due and payable during the interim period, all of which will be attributable to the prepetition period. The Debtors seek the authority, but not direction, to pay these Cryptocurrency Wallet Fees during the interim period. To the best of my knowledge, given the Debtors' intention to close the Cryptocurrency Wallets, the Debtors do not expect additional Cryptocurrency Wallet Fees, other than the Closing Fees, to become due and payable. However, out of an abundance of caution, the Debtors seek authority, but not direction, to pay any Cryptocurrency Wallet Fees that do arise in the ordinary course of business consistent with past practices.

74. In the ordinary course of business, the Debtors maintain business relationships with each other, conducting intercompany financial transactions (such transactions, the "***Intercompany Transfers***") from time to time that result in intercompany receivables and payables (such receivables and payables, the "***Intercompany Balances***"). As set forth above, the Debtors manage their disbursements and receipts through the centralized Cash Management System. The Debtors track all fund transfers in their respective accounting systems and can ascertain, trace, and account for all Intercompany Transfers and will continue to do so on a postpetition basis.

75. At any given time there may be Intercompany Balances owing from one Debtor to another Debtor. Intercompany Transfers are made to reimburse certain Debtors for various

expenditures associated with their businesses, to fund certain Debtors' Bank Accounts in anticipation of such expenditures, as needed, and to transfer excess funds to the Main Operating Account. In the operation of the Cash Management System, the Debtors transfer funds out of the Main Operating Account into various disbursement accounts.

76. I understand that the Intercompany Transfers are necessary due to the complex corporate structure of the Debtors. This system not only maximizes efficiency but also simplifies third-party interactions with the Debtors as an enterprise. If the Intercompany Transfers were to be discontinued, the Cash Management System and the Debtors' ability to maintain the value of their assets and estates would be unnecessarily disrupted to the detriment of the Debtors and their estates. I believe that continuing the Intercompany Transfers is essential and is in the best interests of the Debtors' respective estates. To minimize disruptions and preserve value for the Debtors' estates, the Debtors seek authority to continue the Intercompany Transfers in the ordinary course of business postpetition, consistent with the Debtors' customary prepetition practices.

77. To ensure that each Debtor will not fund the operations of another entity at the expense of such Debtors' creditors, the Debtors request that all valid postpetition payments from a Debtor to or on behalf of another Debtor on account of a postpetition Intercompany Transfer shall be accorded administrative expense status.

78. As set forth above, the Debtors request authority, but not direction, to use their Bank Accounts, continue the Cash Management System, and to implement ordinary course changes to the Cash Management System consistent with prepetition practices.

79. I believe that the Cash Management System constitutes an ordinary course and essential business practice providing significant benefits to the Debtors, including the ability to control corporate funds, ensure the maximum availability of funds when and where necessary,

reduce borrowing costs and administrative expenses by facilitating the movement of funds, and ensure the availability of timely and accurate account balance information consistent with prepetition practices. I understand that the Cash Management System reduces operating expenses by enabling the Debtors to use funds in the optimal and most efficient manner, thereby preserving the value of the Debtors' estates. Accordingly, I believe that ongoing use of the Cash Management System (including by collecting remaining funds from their kiosk network) without interruption is vital to the Debtors' ability to maintain the value of their assets and estates and the success of these Chapter 11 Cases.

80. In furtherance of the foregoing, the Debtors request that all Banks at which the Bank Accounts are maintained be authorized to continue to administer such accounts as they were maintained prepetition, without interruption, and in the ordinary course of business. The Debtors also request authority to pay any prepetition Bank Fees and Cryptocurrency Wallet Fees that remain unpaid as of the Petition Date. Payment of the prepetition Bank Fees and Cryptocurrency Wallet Fees is in the best interests of the Debtors, their estates, and all parties in interest, as it will prevent any disruption to the Cash Management System. Moreover, because the Banks may avail themselves of potential setoff rights with respect to the prepetition Bank Fees, payment of any prepetition Bank Fees will not affect unsecured creditors and would merely create a difference of timing. The Banks should also be authorized to pay any and all drafts, wires, and ACH transfers issued on the Bank Accounts for payment of any claims arising on or after the Petition Date—or before the Petition Date to the extent payment of such claims are approved by an order of the Court—in each case so long as sufficient funds exist in the Bank Accounts.

81. The Debtors request that the Court waive certain requirements of the U.S. Trustee Guidelines and allow the Debtors to continue using their existing Bank Accounts. I understand

that the U.S. Trustee Guidelines generally require chapter 11 debtors to: close all existing bank accounts and open new debtor-in-possession bank accounts, including (i) an account maintained solely for the purposes of setting aside estate monies required for the payment of taxes, and (ii) an account for cash collateral; deposit all estate funds into an account with an authorized depository financial institution whose deposits are insured by the FDIC; and obtain and utilize new checks for all debtor-in-possession accounts that bear the designation "Debtor in Possession," the bankruptcy case number, and the type of account.

82. I believe that requiring the Debtors to adopt an entirely new cash management system and open new bank accounts at the same or different depository institutions at this early and critical stage of these Chapter 11 Cases would generate substantial and gratuitous expense, impose needless administrative burden, and cause undue disruption to the Debtors' ability to maintain the value of their assets and estates. I further believe that such distraction and disruption may adversely affect the Debtors' ability to maximize value for the benefit of creditors and other parties in interest. I believe that the Bank Accounts and the Cash Management System provide a safe, efficient, and proven means for the Debtors to maintain and manage their cash.

83. To the extent that the requirements of section 345(b) of the Bankruptcy Code are applicable to the Bank Accounts, and the Debtors are not in compliance with such section, the Debtors submit that an extension of the time to comply with section 345(b) of the Bankruptcy Code is appropriate. To the best of my knowledge, the Debtors propose to engage with the U.S. Trustee to determine what modifications, if any, to the Bank Accounts and Cash Management System would be appropriate under the circumstances and request an interim waiver of the requirements of section 345(b) of the Bankruptcy Code to proceed on this basis.

84. I believe that a waiver of certain requirements of the U.S. Trustee Guidelines and section 345(b) of the Bankruptcy Code is appropriate under these circumstances. I further believe that maintenance of the Bank Accounts and Cash Management System will minimize the disruption to the Debtors' ability to maintain the value of their assets and estates and promote an orderly and efficient transition into chapter 11. The Cash Management System constitutes an ordinary course and essential business practice and provides significant benefits to the Debtors and their estates, including the ability to: (a) control corporate funds; (b) ensure the maximum availability of funds, as and when necessary (including the collection of remaining funds from their kiosk network); and (c) reduce administrative expenses by facilitating the movement of funds and providing timely and accurate account information.

85. The Debtors request authority, but not direction, to: (a) maintain and continue to use any or all of their existing Bank Accounts in the names and with the account numbers existing immediately prior to the commencement of these Chapter 11 Cases, provided that the Debtors reserve the right, as noted above, to close some or all of their existing Bank Accounts and, as needed, open new debtor-in-possession accounts upon providing written notice to the U.S. Trustee; (b) deposit funds into and withdraw funds from any Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, electronic funds transfers, or other debits; and (c) treat their existing Bank Accounts (that are not set for closure and any accounts opened postpetition) for all purposes as debtor-in-possession accounts.

86. I understand that, to ensure that all transfers and transactions will be documented in their books and records, the Debtors will continue to maintain records of all transfers within the Cash Management System and use the Debtors' accounting team to administer the Bank Accounts. I further understand that, to guard against improper transfers resulting from the postpetition

honoring of prepetition checks, the Debtors have issued "stop payment" orders to the Banks instructing the Banks not to honor any checks drawn on the Debtors' Bank Accounts prior to the Petition Date, again subject to any exceptions approved by this Court. The Debtors request that the Banks be authorized to presume conclusively that such approval has been obtained with respect to any checks or other debits initiated by any Debtor prior to the Petition Date with respect to which such "stop payment" orders have not been issued.

87. I believe that the maintenance of the Cash Management System (together with the reporting requirements discussed above) will accomplish the dual goals of minimizing disruption to the Debtors' ability to maintain the value of their assets and estates and satisfying the aims of the U.S. Trustee Guidelines. I believe that the recording of transactions within the Cash Management System would afford a complete accounting of the Debtors' funds and should provide the U.S. Trustee comfort that the spirit of the U.S. Trustee Guidelines will be observed.

88. The Debtors additionally request that the Court waive the U.S. Trustee Guidelines requiring debtors in possession to obtain new checks that bear the designation "Debtor in Possession" until the Debtors have exhausted their existing supply of checks. To avoid disruption of the Cash Management System and unnecessary expense, the Debtors seek a waiver of the requirement to immediately purchase new checks that include the term "Debtor in Possession" and the case number assigned to the relevant chapter 11 case, as the Debtors' inventory of checks would go to waste if new checks were to be ordered and used prematurely.

89. Additionally, I understand that requiring the Debtors to obtain new checks that bear the designation "Debtor in Possession" for the Bank Accounts would cause the Debtors to incur undue expense and delay under the circumstances. I further believe that parties in interest will not be prejudiced if the Debtors are authorized to continue to use their checks substantially in the forms

existing immediately before the Petition Date. To preserve funds and assist in the efficient administration of their estates, the Debtors seek authority to use pre-existing Business Forms (including check stock) with respect to the Bank Accounts. If the Debtors exhaust their existing supply of Business Forms during these Chapter 11 Cases, the Debtors will transition to using checks with the designation "Debtor in Possession" and the corresponding bankruptcy case number on all such checks.

90. As described above, the Debtors routinely engaged in Intercompany Transfers prior to the Petition Date. Out of an abundance of caution, the Debtors seek express authority, but not direction, to engage in such transactions on a postpetition basis. The Intercompany Transfers are the type of transactions that are common among many complex business enterprises that operate through multiple affiliates. I believe that the Intercompany Transfers are integral to the Debtors' ability to operate their businesses. I further believe that requiring the Debtors to modify their current practices would impose a costly and time-consuming undertaking, distracting the Debtors and their employees from other critically important tasks to preserve and maximize value. Accordingly, out of an abundance of caution, the Debtors request express authority to engage in the Intercompany Transfers on a postpetition basis.

91. The Debtors also request that the Court grant administrative expense status to all Intercompany Balances against a Debtor by another Debtor that arise postpetition as a result of an Intercompany Transfer. If the Intercompany Transfers are accorded administrative expense priority, each entity using funds that flow through the Cash Management System will continue to bear the ultimate responsibility for its own ordinary course transactions, and no individual Debtor, at the expense of its creditors, will fund the operations of another Debtor.

92. To the best of my knowledge, the Debtors have sufficient liquidity to pay the amounts described in the Cash Management Motion in the ordinary course of business. In addition, I understand that under the Debtors' existing Cash Management System, the Debtors can readily identify checks, wire transfers, or electronic fund transfer requests as relating to an authorized payment in respect of the Bank Fees and Cryptocurrency Wallet Fees. Accordingly, I believe that there is minimal risk that checks, wire transfers, and electronic fund transfer requests that the Court has not authorized will be honored inadvertently. The Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks, wire transfers, or electronic fund transfer requests in respect of the relief requested in the Cash Management Motion. Further, the Debtors also seek authority to issue new postpetition checks, wire transfers, or electronic fund transfer requests to replace any prepetition checks, wire transfers, or fund transfers that may be dishonored or rejected as a result of the commencement of these Chapter 11 Cases.

93. I believe that authorizing the Debtors to (a) maintain the Cash Management System, continue using existing Business Forms, pay Bank Fees and Cryptocurrency Wallet Fees, and continue Intercompany Transfers, (b) providing administrative expense priority for postpetition intercompany claims, (c) extending time to comply with section 345(b) of the Bankruptcy Code, (d) waiving compliance with certain of the U.S. Trustee's Operating Guidelines, and (e) granting any related relief requested herein, is critical to enabling the Debtors to effectively transition to operating as chapter 11 debtors. I further believe that failure to receive such authorization and other relief during the first 21 days of these Chapter 11 Cases could impact the Debtors' ability to maintain the value of their assets and estates at this important juncture and inhibit the Debtors' ability to focus on preserving and maximizing the value of the Debtors' estates. I believe that the

requested relief is necessary to ensure a successful transition into chapter 11, preserve the ongoing value of the Debtors' estates, and maximize value for the benefit of all stakeholders. Accordingly, on behalf of the Debtors, I respectfully request that the relief sought in the Cash Management Motion be approved.

C. Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and (II) Granting Related Relief (the "*Taxes Motion*")

94. By the Taxes Motion, the Debtors seek entry of an order (the "***Order***"), substantially in the form attached to the Taxes Motion as Exhibit A: (a) authorizing, but not directing, the Debtors to remit and pay (or use tax credits to offset) certain accrued and outstanding prepetition taxes and fees in the ordinary course of business on a postpetition basis; (b) authorizing, but not directing, the Debtors to continue to pay taxes and fees that accrue postpetition in the ordinary course of business; and (c) granting related relief. In addition, for the avoidance of doubt, the Debtors seek authority to pay taxes and fees for so-called "straddle" periods.

95. In the ordinary course of the Debtors' businesses, the Debtors collect, withhold, and incur taxes and fees, including property taxes, franchise and income taxes, certain administrative, governmental, and regulatory fees, and assessments (collectively, the "***Taxes and Fees***"). The Debtors pay and remit the Taxes and Fees quarterly, semi-annually, or annually, as applicable, to various international, federal, state, provincial, and local governments, including taxing and licensing authorities (collectively, the "***Governmental Authorities***"). A schedule identifying substantially all Governmental Authorities is attached to the Taxes Motion as Exhibit B. The Debtors pay the Taxes and Fees through checks and electronic funds transfers that are processed through their banks and other financial institutions. From time to time, the Debtors may also receive tax credits for overpayments or refunds with respect to Taxes and Fees.

96. Additionally, the Debtors may become subject to further routine audit investigations on account of Audits (as defined below) during these Chapter 11 Cases. I understand that Audits may result in additional Assessments (as defined below) against the Debtors. Accordingly, the Debtors seek authority, but not direction, to pay, remit, contest, and/or appeal tax obligations on account of such Assessments as they arise in the ordinary course of business.

97. As of the Petition Date, the Debtors estimate that the amount of accrued but unpaid Taxes and Fees is approximately $2.4 million, as estimated below. The Debtors respectfully request, upon entry of the Order, the authority, but not direction, to pay and remit prepetition Taxes and Fees as they become due and payable, and continue to pay and remit Taxes and Fees on a postpetition basis in the ordinary course of business.

Category	**Approximate Amount Accrued as of Petition Date**
Property Taxes	$364,000
Franchise Taxes and Income Taxes	$1,400,000
Sales and Use Taxes	$596,000
Regulatory and Other Taxes & Fees	N/A
	$2,360,000

98. The Debtors incur various state and local property taxes against the Debtors' personal property (collectively, "***Property Taxes***"). The Debtors are required to pay Property Taxes on an annual basis to avoid the imposition and/or enforcement of statutory liens on their

personal property. In 2025, the Debtors paid approximately $760,000 on account of Property Taxes.

99. As of the Petition Date, the Debtors estimate that the amount of accrued but unpaid Property Taxes is approximately $364,000. The Debtors respectfully request, upon entry of the Order, the authority, but not direction, to pay and remit prepetition Property Taxes as they become due and payable, and continue to pay and remit Property Taxes on a postpetition basis in the ordinary course of business.

100. The Debtors incur various state and local franchise taxes and fees on account of doing business in certain states and certain communities (collectively, "***Franchise Taxes***"). I understand that the Debtors are required to pay Franchise Taxes in order to remain in good standing and continue conducting their businesses pursuant to applicable state and local laws. I also understand that depending on the taxing jurisdiction, Franchise Taxes may be assessed based on the applicable Debtor's capital structure, as a percentage of gross receipts or income, or as a fixed amount. The Debtors also incur various corporate income taxes on their taxable net income (collectively, "***Income Taxes***"). Income Taxes are generally calculated as a percentage of net or gross income, as applicable. I understand that the Debtors are required to remit and pay Income Taxes on an annual basis in order to remain in good standing pursuant to applicable federal, state, and local laws. I further understand that State Income Taxes are generally calculated as a percentage of net income, but certain states assess a minimum amount of Income Taxes for doing business in that state regardless of net income. In 2025, the Debtors paid approximately $10 million on account of Franchise Taxes and Income Taxes.

101. As of the Petition Date, the Debtors estimate that the amount of accrued but unpaid Franchise Taxes and Income Taxes is approximately $1.4 million. The Debtors respectfully

request, upon entry of the Order, the authority, but not direction, to pay and remit prepetition Franchise Taxes and Income Taxes as they become due and payable, and continue to pay and remit Franchise Taxes and Income Taxes on a postpetition basis in the ordinary course of business.

102. In the ordinary course of business, the Debtors incur, collect, and remit sales and use taxes (including interest and penalties on any late payments) to the relevant Governmental Authorities in connection with the sale, purchase, and use of goods and services (collectively, the "***Sales and Use Taxes***"). I understand that Sales and Use Taxes are general consumption taxes charged at either the point of purchase for goods and services or the point of sale of goods or services purchased. The Debtors generally accrue and remit Sales and Use Taxes on a monthly, quarterly, or annual basis, as required by the applicable jurisdiction. In 2025, the Debtors paid approximately $1.6 million on account of Sales and Use Taxes.

103. As of the Petition Date, the Debtors estimate that the amount of accrued but unpaid Sales and Use Taxes is approximately $596,000. The Debtors respectfully request, upon entry of the Order, the authority, but not direction, to pay and remit Sales and Use Taxes as they become due and payable, and continue to pay and remit Sales and Use Taxes on a postpetition basis in the ordinary course of business.

104. The Debtors collect or incur various federal, state, and local taxes and fees related to business licensing, money transmission and money services business activities, and other regulatory matters (collectively, "***Regulatory and Other Taxes and Fees***"). The Debtors regularly pay accrued Regulatory and Other Taxes and Fees in the ordinary course of business as they come due.

105. In 2025, the Debtors paid approximately $381,000 on account of Regulatory and Other Taxes and Fees.

106. As of the Petition Date, the Debtors do not believe that there are any accrued and outstanding prepetition Regulatory and Other Taxes and Fees, but out of an abundance of caution, the Debtors respectfully request, upon entry of the Order, the authority, but not direction, to pay and remit prepetition Regulatory and Other Taxes and Fees as they become due and payable, and continue to pay and remit Regulatory and Other Taxes and Fees on a postpetition basis in the ordinary course of business.

107. As of the Petition Date, the Debtors are subject to an ongoing audit investigation by the Texas Comptroller of Public Accounts on account of Debtors' Texas franchise tax obligations for tax years 2022–2025 (the "***Texas Audit***"), and may be subject to future audit investigations by certain Governmental Authorities on account of tax returns and/or obligations from prior years (together with the Texas Audit, the "***Audits***"). The Governmental Authorities performing the Audits may seek to impose additional prepetition Taxes and Fees, including interest on late payment of taxes (if applicable) (such additional Taxes and Fees, the "***Assessments***"). While the Debtors have not retained any professionals specifically for the Texas Audit, they have consulted and will continue to consult with their regularly engaged tax professionals in connection with the audit.

108. Additionally, I understand that the Debtors may be contesting Audits and Assessments in appropriate judicial or administrative proceedings, as well as the amount that may need to be posted as collateral to contest asserted Assessment amounts.

109. Although paying the Taxes and Fees is critical to the Debtors' businesses, I believe that the Debtors may have appropriate grounds and wish to contest certain Taxes and Fees. As such, the Debtors respectfully request that such relief granted in this Motion be without prejudice to the Debtors' rights to contest the amounts of any Taxes and Fees on any grounds they deem

appropriate or the Debtors' ability to request further relief related to the Taxes and Fees in the future. The Debtors propose that prior to making a payment to any of the Governmental Authorities under this Motion, the Debtors be authorized, in their discretion, to settle all or some of the prepetition claims of such Governmental Authorities for less than their face amount without further notice or hearing.

110. I understand that in many states and under certain local laws, officers and directors of the collecting entity may be held personally liable for the payment of certain trust fund taxes to the Governmental Authorities. I further understand if certain of the Taxes and Fees are not paid, the Debtors' officers and directors may be subject to lawsuits during the pendency of these Chapter 11 Cases. I believe that such lawsuits would prove distracting for the Debtors and the named officers and directors, whose immediate and full-time attention is required to focus on preserving and maximizing the value of the Debtors' estates. I believe it is in the best interest of the Debtors' estates to eliminate the possibility of such time-consuming, costly, and potentially damaging distractions. For the avoidance of doubt, the Debtors hereby request authority to remit and pay the Taxes and Fees as provided herein regardless of whether such Taxes and Fees constitute trust fund obligations.

111. I believe that the Debtors' payment of the Taxes and Fees when they become due and payable, in all likelihood, would affect only the timing of the payments and would reduce the amount of Taxes and Fees owed if later paid under a plan (due to the potential of higher interest rates and late fees attributable to delinquent tax payments). Therefore, I further believe that other creditors and parties in interest would not be prejudiced if the relief sought herein were granted by this Court.

112. I believe it is a sound exercise of the Debtors' business judgment to pay the Taxes and Fees as the Debtors' failure to remit and pay the Taxes and Fees could have a material adverse impact on their ability to preserve the value of the Debtors' property, as the Governmental Authorities could attempt to prevent or delay the efficient administration of these Chapter 11 Cases if the Taxes and Fees are not paid by taking administrative and legal actions, including but not limited to imposing penalties and fees, pursuing time and resource-consuming audits, filing liens, and/or pursuing lift stay motions.

113. I believe that the payment of the Taxes and Fees is necessary to avoid potential administrative difficulties. I understand that if the Taxes and Fees were not paid, the Governmental Authorities may attempt to take precipitous action, including additional state audits, lien filings, and lift stay motions. I understand that paying prepetition taxes thereby avoids the accumulation of additional penalties and interest that would otherwise erode estate value, prevents the assertion of tax liens that could impede asset dispositions, and ensures the Debtors' compliance with applicable tax laws—each of which is critical to the preservation of estate value and the maximization of recoveries for all creditors. I understand that only the prompt and regular payment of the Taxes and Fees will avoid these and other unnecessary governmental actions.

114. For the foregoing reasons, the Debtors seek authority to pay, perform, or otherwise honor, any or all obligations with respect to Taxes and Fees.

115. To the best of my knowledge, the Debtors have sufficient liquidity to pay the amounts described in the Taxes Motion in the ordinary course of business. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks, wire transfers, or electronic fund transfer requests as relating to an authorized payment in respect of the Taxes and Fees. Accordingly, I believe that there is minimal risk that checks, wire transfers, and

electronic fund transfer requests that the Court has not authorized will be honored inadvertently. The Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks, wire transfers, or electronic fund transfer requests in respect of the relief requested in the Taxes Motion. Further, the Debtors also seek authority to issue new postpetition checks, wire transfers, or electronic fund transfer requests to replace any prepetition checks, wire transfers, or fund transfers that may be dishonored or rejected as a result of the commencement of these Chapter 11 Cases. According, on behalf of the Debtors, I respectfully submit that the Taxes Motion should be approved.

D. Motion for Entry of an Order (I) Approving the Debtors' Proposed Adequate Assurance Of Payment For Future Utility Services; (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services; (III) Approving the Debtors' Proposed Procedures Resolving Additional Assurance Requests; and (IV) Granting Related Relief (the "*Utilities Motion*")

116. In the Utilities Motion, the Debtors seek entry of an order (the "***Order***"), substantially in the form attached to the Utilities Motion as Exhibit A, (a) approving the Debtors' proposed adequate assurance of payment for future utility services; (b) prohibiting utility companies from altering, refusing, or discontinuing services; (c) approving the Debtors' proposed procedures for resolving additional adequate assurance requests; and (d) granting related relief.

117. Certain companies (the "***Utility Companies***") provide the Debtors with traditional utility services (the "***Utility Services***"), such as electricity, gas, water, waste disposal, telecommunications, internet, and other similar services that the Debtors utilize in the ordinary course of business and are necessary to preserve the value of the Debtors' businesses during the Chapter 11 Cases. A non-exclusive list of the Utility Companies that provide Utility Services to the Debtors as of the Petition Date is attached to the Utilities Motion as Exhibit B (the "***Utility Services List***"). The relief requested herein is with respect to all Utility Companies supplying Utility Services to the Debtors and is not limited to those on the Utility Services List.

118. I believe that uninterrupted Utility Services are critical to the Debtors' ability to operate and maintain the value of their businesses for the benefit of their estates. I further believe the Debtors could not operate their businesses without the Utility Services. Should any Utility Company alter, refuse, or discontinue service, even for a brief period, I believe the Debtors' business operations could be significantly disrupted, which could immediately and irreparably harm the Debtors' estates. Accordingly, it is essential that the Utility Services continue uninterrupted during these Chapter 11 Cases.

119. To the best of my knowledge, there are no material defaults or arrearages with respect to the Debtors' undisputed invoices for prepetition Utility Services. The Debtors pay approximately $3,120 each month for Utility Services (the "***Average Monthly Utility Company Cost***").

120. The Debtors intend to pay postpetition obligations owed to the Utility Companies in the ordinary course of business in a timely manner, and, I believe that the Debtors' anticipated access to cash collateral will provide sufficient liquidity to pay obligations related to Utility Services in accordance with prepetition practices.

121. To provide the Utility Companies with adequate assurance of payment, the Debtors propose to deposit $1,550 (the "***Adequate Assurance Deposit***") into a segregated account (the "***Adequate Assurance Account***"). The amount of the Adequate Assurance Deposit is an amount equal to approximately half of the Average Monthly Utility Company Cost for such Utility Company. The Adequate Assurance Deposit will be held in the Adequate Assurance Account for the duration of these Chapter 11 Cases and may be applied to any postpetition defaults in payment to the Utility Companies.

122. I believe that the Utility Companies are adequately assured against any risk of nonpayment for future services during these Chapter 11 Cases, especially in light of the Debtors' general history of paying utility bills on time and in the ordinary course. I believe that the Adequate Assurance Deposit and the Debtors' ongoing ability to meet obligations as they come due in the ordinary course as a result of the Debtors' proposed budget provide assurance of the Debtors' payment of their future obligations during these Chapter 11 Cases. Moreover, I believe termination of Utility Services could result in the Debtors' inability to facilitate the orderly administration of their estates to the detriment of all stakeholders.

123. To the best of my knowledge, the Debtors have sufficient liquidity to pay the amounts described in this Motion in the ordinary course of business. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks, wire transfers, or electronic fund transfer requests as relating to an authorized payment in respect of the utility payments. Accordingly, I believe that there is minimal risk that checks, wire transfers, and electronic fund transfer requests that the Court has not authorized will be honored inadvertently. The Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks, wire transfers, or electronic fund transfer requests in respect of the relief requested in this Motion. Further, the Debtors also seek authority to issue new postpetition checks, wire transfers, or electronic fund transfer requests to replace any prepetition checks, wire transfers, or fund transfers that may be dishonored or rejected as a result of the commencement of these Chapter 11 Cases.

124. I believe that authorizing the Debtors' proposed adequate assurance of payment for future Utility Services, prohibiting Utility Companies from altering, refusing, or discontinuing services, and approving the Debtors' proposed Adequate Assurance Procedures for resolving

additional adequate assurance requests, as well as granting the other relief requested in the Utilities Motion is critical to enabling the Debtors to effectively transition to operating as chapter 11 debtors. I believe that failure to receive such authorization and other relief during the first 21 days of these Chapter 11 Cases could impact the Debtors' operations at this important juncture and inhibit the Debtors' ability to focus on preserving and maximizing the value of the Debtors' estates. I further believe that the requested relief is necessary to preserve the ongoing value of the Debtors' operations, and maximize value of the Debtors' estates for the benefit of all stakeholders. Accordingly, on behalf of the Debtors, I respectfully request that the Utilities Motion should be approved.

E. Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay (A) Critical Vendors, (B) Lien Claimants, and (C) Foreign Vendors; and (II) Granting Related Relief (the "*Vendors Motion*")

125. By the Vendor Motion, the Debtors seek entry of an interim order (the "***Interim Order***"), substantially in the form attached to the Vendors Motion as Exhibit A, and subsequently a final order (the "***Final Order***"), substantially in the form attached to the Vendors Motion as Exhibit B: (a) authorizing, but not directing, the Debtors to pay in the ordinary course of business, based on their sound business judgment, prepetition amounts owed to (i) Critical Vendors (as defined below), (ii) Lien Claimants (as defined below), and (iii) Foreign Vendors (as defined below) (together with the Critical Vendors and the Lien Claimants, the "***Vendors***," and the Vendors' prepetition claims, collectively, the "***Vendor Claims***"); and (b) granting related relief.[8] The Debtors respectfully request authority to pay Vendor Claims in an amount not to exceed $448,000 on an interim basis and in an amount not to exceed $888,000 on a final basis, in each

[8] To the best of the Debtors' knowledge, Vendor Claims do not include prepetition claims of non-Debtor affiliates, insiders of the Debtors (as defined in section 101(31) of the Bankruptcy Code), or affiliates of any insiders, and for the avoidance of doubt, the Debtors do not seek authority to pay prepetition claims of non-Debtor affiliates, insiders of the Debtors (as defined in section 101(31) of the Bankruptcy Code), or affiliates of any insiders.

case as they become due in the ordinary course of business and only on such terms and conditions as the Debtors deem appropriate, in their business judgment, to minimize any disruptions to the Debtors' businesses.[9] In addition, the Debtors request that the Court schedule a final hearing within approximately 21 days of the commencement of these Chapter 11 Cases to consider approval of the Vendor Motion on a final basis.

126. The Debtors rely on uninterrupted access to and relationships with various Vendors that supply goods and services critical to an orderly wind-down of the Debtors' operations. The value of the Debtors' estates is largely comprised of the Debtors' fleet of kiosks, and to maximize and preserve the value of the kiosks through a wind-down process the Debtors depend on Vendors that provide: (i) necessary software and internet services that allow the Debtors to operate the kiosks and conduct other operational tasks necessary to the wind-down process; (ii) warehousing services to properly store kiosks not in use, pending liquidation of those assets; (iii) high-traffic retail space for in-use kiosks to maintain the value of those kiosks through a sale or wind-down process; and (iv) armored carrier services to move cash from the kiosks into the Debtors' operating accounts. I believe these goods and services are essential for maintaining and maximizing the value of the Debtors' estates, and failure to pay the Vendor Claims may cause such Vendors to refuse to provide the goods and services necessary for the Debtors' postpetition activities, including limited operations related to liquidation of their kiosk fleet and the wind-down of their businesses. Accordingly, the Debtors seek authority to pay certain prepetition Vendor Claims in the amounts summarized below.

[9] In the event Debtors will exceed the aggregate amounts to be paid to the Vendors during the interim period, the Debtors shall file a notice with the Court describing the category and overage amount.

Vendors[10]	Requested Interim Amount	Requested Final Amount[11]
Critical Vendors	$424,000	$848,000
Lien Claimants	$4,500	$10,000
Foreign Vendors	$19,500	$30,000
	$448,000	**$888,000**

a) **Critical Vendors:** In the ordinary course of business and continuing during the wind-down process, the Debtors engage a number of providers of essential products and services, which the Debtors historically require to run their operations and service their businesses. In order to effectuate necessary wind-down activities, the Debtors will rely on a small subset of specialized providers of products and services (the "***Critical Vendors***" and such Critical Vendors' prepetition claims, the "***Critical Vendor Claims***") that are unaffiliated with the Debtors and whose continued provision of such goods and/or services is crucial to allowing the Debtors to conduct such an orderly wind-down of their operations. The Debtors only intend to make payments contemplated herein to the extent that the Debtors believe a Critical Vendor's failure to do business with the Debtors would materially harm the Debtors' ability to effectuate an orderly wind-down. Prior to filing these Chapter 11 Cases, the Debtors reviewed their accounts payable and vendor lists and consulted with the Debtors' advisors to identify those vendors most essential to the Debtors' postpetition activities that will be critical to maximizing the value of their estates in light of a variety of factors, including, among other things:

- whether a vendor is critical to maximizing property of the estates during a sale process;
- whether a vendor is a sole- or limited-source or high-volume supplier for goods or services critical to the Debtors' limited business operations;
- whether alternative vendors are available that can provide requisite volumes of similar goods or services on equal or better terms and, if so, whether the Debtors would be able to transition business thereto;
- the degree to which replacement costs (including pricing, transition expenses, professional fees, and lost sales of future revenue) exceed the amount of a vendor's prepetition claim;

[10] For the avoidance of doubt, the amounts proposed to be paid to each Vendor on account of its claims are only captured once. For instance, if a Critical Vendor Claim (defined below) is subject to a valid lien, that claim will instead be categorized as a Lien Claim (defined below). Additionally, amounts proposed to be paid to the Vendors do not include claims of creditors whose prepetition claims are addressed in any other first-day motion filed contemporaneously herewith.

[11] For the avoidance of doubt, requested amounts of Critical Vendor Claims, Lien Claims, and Foreign Vendor Claims the Debtors seek authority to pay on a final basis are inclusive of Critical Vendor Claims, Lien Claims, and Foreign Vendor Claims, respectively, paid on an interim basis.

- whether an agreement exists by which the Debtors could compel a vendor to continue performing on prepetition terms without paying such vendor's prepetition claim at the outset of these Chapter 11 Cases;
- whether certain specification or contract requirements prevent, directly or indirectly, the Debtors from obtaining goods or services from alternative sources;
- whether failure to pay all or part of a particular vendor's claim could cause the vendor to refuse to ship inventory or replacement parts or to provide critical services on a postpetition basis; and
- whether authorization for payment of a particular vendor is being sought under another motion of the Debtors for first day relief.

Following this analysis, the Debtors identified a limited number of Critical Vendors who constitute less than 10% of the total prepetition vendor population for purposes of the relief requested herein. The Debtors believe that their relationships with these Critical Vendors may materially deteriorate without such payments, thereby causing disruption to the Debtors' limited operations and wind-down process if the Debtors are unable to pay Critical Vendor Claims as provided herein. The Critical Vendors which the Debtors have identified fall into the following categories:

1. Software and Internet Providers: The Debtors must maintain an internal enterprise resource planning system to manage their cash management system and other operational functions necessary to an orderly wind-down. The Debtors must also maintain their data providers for internal operational functions during the wind-down process.

2. Warehousers: The Debtors currently have approximately 438 kiosks in storage with third-party warehousers. These kiosks are estate property, the maintenance and possible sale of which are integral to maximizing and preserving value of the estates.

3. Armored Carriers and Cash Logistics Providers: The Debtors' business relies on armored carriers to retrieve cash from the Debtors' kiosks on varying collection schedules and to facilitate the deposit of cash into the Debtors' operating accounts. Due to the geographically dispersed and expansive network of the Debtors' operations, the Debtors are required to maintain multiple armored carrier vendors and cash logistics providers to cover all geographic locations wherein the Debtors have operations to be wound down.

4. Retail Hosts: The Debtors have key relationships with retailers across the country that allow the Debtors to place their kiosks in high-traffic retail locations. Certain of such retail locations account for a significant portion of revenue streams from the Debtors' kiosks, and it is critical to preserving the value of the Debtors' assets and estates that the Debtors are able to keep their kiosks in such retail locations.[12]

[12] To the best of my knowledge, the Debtors have made good-faith efforts to identify and disclose the categories of Critical Vendors that may be paid pursuant to this Motion. While the Debtors believe that the categories described herein accurately represent the Critical Vendor Claims (as defined below), nothing in this Motion shall limit the

I believe the Debtors' estates would be immediately and irreparably harmed if they were to lose access to the goods and services provided by the Critical Vendors. The Debtors therefore seek authority to honor prepetition obligations to Critical Vendors and pay all or a portion of the Critical Vendors' prepetition claims on an interim basis in an amount not to exceed $424,000, and on a final basis in an amount not to exceed $848,000 (the "***Critical Vendor Claims***"). I further believe that the requested relief will allow them to preserve the value of their estates by paying the prepetition claims of certain parties that are critical to an orderly and value-maximizing wind-down of their businesses. Moreover, the relief requested herein is necessary because many of the Critical Vendors have no obligation to continue providing goods and services under relevant contracts, and, as a result, the Debtors would be unable to force those vendors to continue to perform under section 365 of the Bankruptcy Code. Additionally, the Debtors do not seek authorization to honor prepetition obligations arising under contract, except where the Debtors determine, in their business judgment, such parties may be capable of terminating their contracts notwithstanding section 362(a) of the Bankruptcy Code or may otherwise inflict immediate and irreparable harm on the Debtors by their refusal to continue providing goods or services.

b) **Lien Claimants**: The Debtors also rely on services from certain third parties, including carriers and warehousers, who may hold, or claim to hold, a variety of statutory, common law, or possessory liens (such parties, collectively, the "***Lien Claimants***"), that, if asserted, could materially impair the Debtors' postpetition asset sale and wind-down efforts. Unless the Lien Claimants are paid for outstanding prepetition amounts, I believe that the Lien Claimants may refuse to continue performing obligations to the Debtors – including refusal to release from their possession certain property of the Debtors – causing immediate harm to the Debtors and their estates. I further believe that such refusal may materially impede the Debtors' ability to efficiently liquidate certain of their assets. The Debtors intend to pay prepetition Lien Claims only where they believe, in their business judgment, that the benefits to their estates from making such payments will exceed the cost, including the expenses and delay of contesting asserted liens, to their estates. The Debtors have determined, in their business judgment, that paying approximately $10,000 in prepetition Lien Claims will benefit their estates, approximately $4,500 of which will become due and payable within the first 21 days after the Petition Date.

c) **Foreign Vendors:** Certain of the Debtors' vendors are foreign entities (the "***Foreign Vendors***") with prepetition claims (the "***Foreign Vendor Claims***") against the Debtors. As of the Petition Date, I believe that approximately $30,000 in Foreign Vendor Claims has accrued and is outstanding, approximately $19,500 of which will become due and payable within the first 21 days after the Petition Date. Based on the reactions of foreign suppliers in other chapter 11 cases, I believe there is a significant material risk that the nonpayment of even a single invoice could cause a Foreign Vendor to stop shipping goods or providing supplies to the Debtors on a timely basis and/or completely sever its business relationship

Debtors' authority to pay any Critical Vendor on the basis of these categories, provided that the aggregate amount of Critical Vendor Claims paid does not exceed the total amount authorized.

> with the Debtors. I understand that suppliers and vendors located in foreign countries are often unfamiliar with the chapter 11 process and react skeptically to its debtor protections. I also believe that short of severing their relations with the Debtors, nonpayment of certain Foreign Vendor Claims may also cause Foreign Vendors to take other harmful actions. I further believe that timely access to services, such as armored carrier services for kiosks located abroad, is critical to the Debtors' business and postpetition wind-down operations. Accordingly, the Debtors seek authority, in their sole discretion and business judgment, to make payments on account of such Foreign Vendor Claims.

127. The Debtors seek authority, but not direction, to pay Vendor Claims in the ordinary course of business; *provided* that any such payment of Vendor Claims shall be contingent upon each Vendor's (a) agreement to continue—or recommence—providing goods or services to the Debtors on "Customary Trade Terms,"[13] and (b) agreement that they shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which they provide such goods and services to the Debtors during the course of these Chapter 11 Cases (*provided*, that the Debtors continue to pay for such goods and services and are not otherwise in breach of such contract or agreement).

128. The Debtors further propose that if any Vendor accepts payment for a Vendor Claim and thereafter refuses to continue to supply goods or services to the Debtors on the Customary Trade Terms for the applicable period, then the Debtors may assert and request that the Court order: (a) that the payment of such Vendor Claim is a voidable postpetition transfer pursuant to section 549(a) of the Bankruptcy Code that the Debtors may recover from such Vendor in cash upon written demand, (b) that the Vendor immediately return such payments in respect of its Vendor Claim to the extent that the aggregate amount of such payments exceeds the postpetition obligations then outstanding without giving effect to alleged setoff rights, recoupment rights,

[13] As used herein, "***Customary Trade Terms***" means, with respect to a Vendor, (a) the normal and customary trade terms, practices, and programs that were most favorable to the Debtors and in effect between such Vendor and the Debtors in the 12-month period prior to the Petition Date or (b) such other trade terms as agreed by the Debtors and such Vendor that, in the reasonable business judgment of the Debtors, are more favorable to the Debtors than the terms in the preceding clause (a).

adjustments, or offsets of any type whatsoever, and (c) upon recovery of such payment by the Debtors, such Vendor Claim shall be reinstated in such an amount as to restore the Debtors and the applicable Vendor to their original positions, as if the payment of the Vendor Claim had not been made.

129. To ensure that Vendors transact business with the Debtors on Customary Trade Terms, the Debtors propose the following procedures as a condition to paying any Vendor Claim: (a) the Debtors may (i) require a Vendor to enter into a contractual agreement evidencing such Customary Trade Terms substantially in the form attached to the Vendors Motion as Exhibit C (a "***Vendor Agreement***"), or (ii) otherwise obtain a written communication from the Vendor evidencing such Vendor's agreement to such Customary Trade Terms, and (b) that payment of the Vendor Claim include a communication of the following statement:

> By accepting this payment, the payee agrees to the terms of the Order of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, dated [●], 2026, in the jointly administered Chapter 11 Cases of Bitcoin Depot Inc., entitled "*[Interim] [Final] Order (I) Authorizing the Debtors to Pay (A) Critical Vendors, (B) Lien Claimants, and (C) Foreign Vendors; and (II) Granting Related Relief*" and submits to the jurisdiction of that Court for enforcement thereof.

130. By the Vendors Motion, the Debtors respectfully request authorization to enter into Vendor Agreements when the Debtors determine that entry into such Vendor Agreements is in the best interest of the Debtors' estates. The Debtors also request authorization to make payments on account of Vendor Claims in the absence of a Vendor Agreement if the Debtors determine, in their business judgment, that entry into such Vendor Agreement will result in harm to the Debtors' estates. The Debtors further request the discretion to enter into Vendor Agreements because certain of the Vendors hold claims of modest size, and the anticipated cost to the Debtors' estates,

in both time and expense, for the Debtors and their advisors to enter into Vendor Agreements with these Vendors would outweigh the size of the potential Vendor Claims being resolved. However, the Debtors request that to the extent the Debtors do not enter into a Vendor Agreement with a Vendor, such Vendor's acceptance of payment on account of its Vendor Claim be deemed as the Vendor's agreement (a) to continue providing goods or services on Customary Trade Terms and (b) that they shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which they provide such goods or services to the Debtors during the course of these Chapter 11 Cases (*provided*, that the Debtors continue to pay for such goods and services and are not otherwise in breach of such contract or agreement).

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

132. I understand that if the Debtors do not pay certain of the Foreign Vendor Claims, certain Foreign Vendors may refuse to do business with the Debtors unless and until they receive payment on account of their prepetition claims. I further understand that the Foreign Vendors may take other actions against the Debtors based on the incorrect belief that they are not bound by the automatic stay. As a result, the Debtors would be unable to procure related products and services, potentially causing the Debtors to fail or delay their wind-down and asset sale processes.

133. The Debtors depend on the goods and services provided by the Critical Vendors and the Foreign Vendors and will continue to do so in connection with their wind-down activities. I believe that ensuring these Critical Vendors and Foreign Vendors continue to supply certain goods and provide services is therefore vital to the ability of the Debtors to maximize the value of

their estates. Accordingly, I believe that it is appropriate for the Court to authorize the Debtors to satisfy the Critical Vendor Claims and Foreign Vendor Claims.

134. I understand that the Lien Claimants may assert liens against the Debtors' property under applicable law (the "***Liens***"), which Liens and/or interests arising from the same (the "***Interests***"). I also understand that under most state laws, a carrier may have a lien on the goods in its possession, which lien secures the charges or expenses incurred in connection with the transportation or storage of such goods. I further understand that as a result, certain carriers may refuse to deliver or release property of the estates in their possession or control before the prepetition amounts owed to them by the Debtors are satisfied and their liens redeemed.

135. I understand that the Lien Claimants also may possess a state-law lien on certain equipment or property for which prepetition services or improvements were provided. Unless the Debtors are authorized to pay the Lien Claims, I believe that the Debtors may fall victim to "self-help" remedies, thereby disrupting the Debtors' wind-down process and dramatically reducing the value of the Debtors' estates to the detriment of the Debtors' creditors and all parties in interest.

136. I believe that payment of the Lien Claims is not only important to the wind-down down of the Debtors' operations, but also critical to preserving the value of the Debtors' estates. I believe that Payment of the Lien Claims will save the Debtors the considerable time and expense of having to negotiate or litigate for the return of or right to use property of the estate that may be subject to these lien claims.

137. To the best of my knowledge, Debtors have sufficient liquidity to pay the amounts described in this Motion in the ordinary course of business. Under the Debtors' existing cash management system, the Debtors can readily identify checks, wire transfers, or electronic fund

transfer requests as relating to an authorized payment in respect of the Vendor Claims. Accordingly, I believe that there is minimal risk that checks, wire transfers, and electronic fund transfer requests that the Court has not authorized will be honored inadvertently. The Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks, wire transfers, or electronic fund transfer requests in respect of the relief requested in the Vendor Motion. Further, the Debtors also seek authority to issue new postpetition checks, wire transfers, or electronic fund transfer requests to replace any prepetition checks, wire transfers, or fund transfers that may be dishonored or rejected as a result of the commencement of these Chapter 11 Cases.

138. I believe that authorizing the Debtors to pay Vendor Claims, as well as granting the other relief requested herein, is critical to enabling the Debtors to effectively transition to operating as chapter 11 debtors. I further believe that failure to receive such authorization and other relief during the first 21 days of these Chapter 11 Cases could impact the Debtors' operations at this important juncture and inhibit the Debtors' ability to focus on preserving and maximizing the value of the Debtors' estates. I believe the requested relief is necessary to ensure a successful transition into chapter 11, preserve the ongoing value of the Debtors' estates, and maximize value for the benefit of all stakeholders. Accordingly, I understand that the Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support granting the relief requested herein. Accordingly, on behalf of the Debtors, I respectfully request that the relief sought in the Vendors Motion be approved.

F. Motion for Entry of an Order (I) Authorizing the Debtors to Retain and Compensate Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief (the "*OCP Motion*")

139. By the OCP Motion, the Debtors seek entry of an order (the "***Order***"), substantially in the form attached to the OCP Motion as Exhibit A: (a) authorizing, but not directing, the Debtors

to retain and compensate professionals utilized in the ordinary course of business and (b) granting related relief.

140. The Debtors employ various attorneys, tax advisors, financial advisors, and other professionals in the ordinary course of their businesses (collectively, the "***OCPs***"). I further understand that the OCPs provide services for the Debtors in a variety of matters unrelated to these Chapter 11 Cases, including specialized legal services, auditing and tax services, and certain other advisory services. Nonexclusive lists of the Debtors' current OCPs (the "***OCP Lists***") are attached to the OCP Motion as Exhibit B, Exhibit C, and Exhibit D. The Debtors may also seek to employ additional OCPs as necessary in the course of these Chapter 11 Cases, subject to the procedures set forth in Exhibit 1 to the Order (collectively, the "***OCP Procedures***").

141. I believe that the continued employment and compensation of the OCPs is in the best interests of the Debtors' estates, their stakeholders, and other parties in interest. I understand that the OCPs have significant knowledge, expertise, and familiarity with the Debtors' circumstances and businesses. Although the Debtors anticipate that the OCPs will wish to continue to serve the Debtors during these Chapter 11 Cases, I understand that many would not be in a position to do so if the Debtors cannot pay them on a regular basis. I believe that without the OCPs' knowledge, expertise, and familiarity with the Debtors and their businesses, the Debtors would incur additional and unnecessary expenses in educating and retaining replacement professionals.

142. In particular, certain of the OCPs serve as counsel to, and otherwise represent and assist, the Debtors in connection with, among other things, their foreign businesses and ongoing state actions that are likely excepted from the automatic stay pursuant to section 362(b)(4) of the Bankruptcy Code as exercises of the applicable governmental units' police and regulatory powers.

I understand that such OCPs have developed substantial institutional knowledge which cannot be readily replicated or transferred to replacement counsel without material cost and delay.

143. I believe that the prompt retention and continued engagement of the OCPs is essential to preserving estate value and that the Debtors' estates and stakeholders are best served by avoiding any disruption in the OCPs' professional services.

144. The OCP Procedures will establish a streamlined process for the retention and compensation of OCPs during these Chapter 11 Cases upon notice to the following key parties: (a) proposed counsel to the Debtors, Vinson & Elkins LLP, The Grace Building, 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036-7708, Attn: David S. Meyer and Jessica C. Peet, and 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman; (b) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; (c) Alston & Bird, as counsel to the Term Loan Agent; (d) the official committee of unsecured creditors (if any) appointed in these Chapter 11 Cases and their counsel; and (e) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002 (collectively, the "***Notice Parties***").

145. I understand that the OCP Procedures will enable the Debtors to employ OCPs upon the filing of a declaration of disinterestedness, substantially in the form attached as Exhibit 2 to the Order (each, a "***Declaration of Disinterestedness***"), which will state that the respective OCP does not have any material interest adverse to the Debtors or their estates. I understand that the Notice Parties will have an opportunity to object to any proposed retention pursuant to the OCP Procedures. The OCP Procedures further provide that while these Chapter 11 Cases are pending, the fees of each OCP set forth on: (a) Exhibit B to the OCP Motion, excluding costs and

reimbursable expenses, may not exceed $50,000 per month on average over a rolling three-month period (the "***Tier 1 OCP Cap***"); (b) Exhibit C to the OCP Motion, excluding costs and reimbursable expenses, may not exceed $25,000 per month on average over a rolling three-month period (the "***Tier 2 OCP Cap***"); and (c) Exhibit D to the OCP Motion, excluding costs and reimbursable expenses, may not exceed $8,500 per month on average over a rolling three-month period (the "***Tier 3 OCP Cap***" and together with the Tier 1 OCP Cap and Tier 2 OCP Cap, the "***OCP Caps***").

146. I understand that to the extent any OCP seeks compensation in excess of the applicable OCP Caps (the "***Excess Fees***"), the OCP shall file a notice of fees in excess of the OCP Cap (a "***Notice of Excess Fees***") with the Court and an invoice setting forth, in reasonable detail, the nature of the services rendered and disbursements actually incurred. The Notice Parties and any other party in interest shall then have fourteen days to file an objection to the Notice of Excess Fees with the Court. If after fourteen days no objection is filed, the Excess Fees shall be deemed approved, and the applicable OCP may be paid 100% of its fees and 100% of its expenses without the need to file a fee application. If an objection is timely filed and such objection cannot be resolved by the parties within fourteen days, the Debtors will schedule the matter for a hearing before the Court.

147. By the OCP motion, the Debtors are not requesting authority to pay prepetition amounts owed to OCPs.

148. I understand that the OCPs will not be involved in the administration of these Chapter 11 Cases. I understand that the OCPs are not "professionals" requiring formal retention proceedings under applicable law. Instead, I understand that the OCPs will provide services in connection with the Debtors' businesses, which services are ordinarily provided by non-

bankruptcy professionals. Nevertheless, to provide clarity and an opportunity for oversight, the Debtors seek the relief requested herein to establish clear mechanisms for retention and compensation of the OCPs pursuant to the OCP Procedures and thereby avoid any subsequent controversy with respect thereto.

149. I believe that: (a) the retention of the OCPs as provided herein is reasonably necessary to the preservation of the Debtors' estates; (b) expenses for the OCPs will be monitored closely by the Debtors; and (c) the OCPs will not perform substantial bankruptcy-related services without filing an application with the Court for separate retention as a non-ordinary course professional.

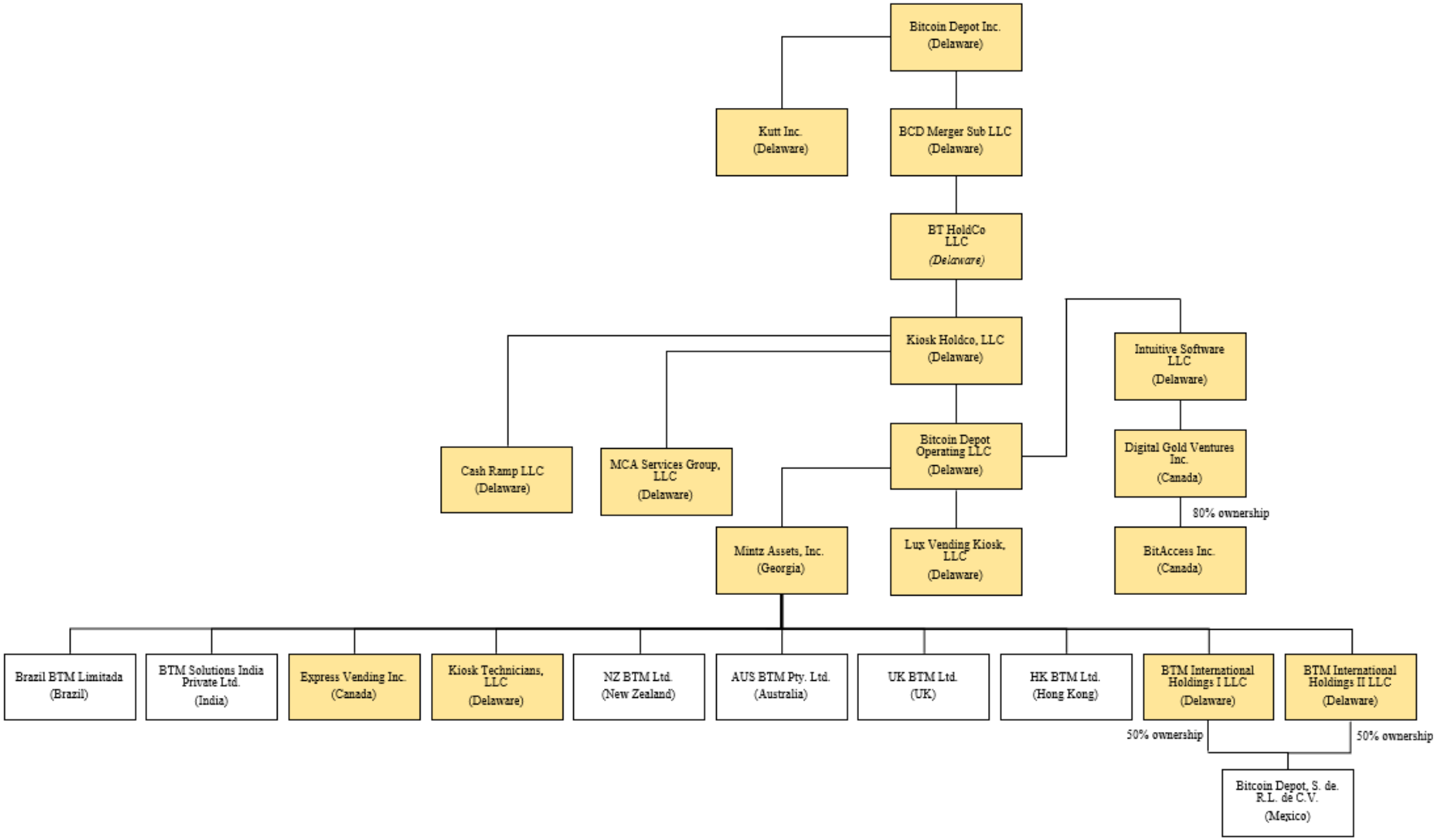
150. Moreover, in light of the significant costs associated with the preparation of retention applications for professionals who will receive relatively modest fees, I believe that it would be impractical, inefficient, and costly for the Debtors and their advisors to prepare and submit individual applications and proposed retention orders for each OCP. Therefore, I believe that it is in the best interests of all creditors and parties in interest to retain the OCPs in accordance with the OCP Procedures and avoid any disruption in the professional services that are essential to preserve value of the Debtors' estates.

151. Although some of the OCPs may hold unsecured claims against the Debtors in connection with services rendered to the Debtors prepetition, I understand that none of the OCPs have an interest materially adverse to the Debtors and their estates. In any event, the OCP Procedures include a requirement that each OCP file a Declaration of Disinterestedness before an OCP can be compensated.

152. For the reasons set forth herein, I believe that the relief requested is in the best interests of the Debtors, their estates, their stakeholders, and other parties in interest, and therefore should be granted.

EXHIBIT B

Organizational Chart of the Company



This is Exhibit "S" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

BITCOIN DEPOT INC.
CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except share and per share amounts)

	Year Ended December 31,	
	2025	2024
Revenue	$ 614,851	$ 573,703
Cost of revenue (excluding depreciation and amortization)	501,555	482,263
Operating expenses:		
Selling, general, and administrative	64,413	57,158
Depreciation and amortization	7,670	10,072
Total operating expenses	72,083	67,230
Income from operations	41,213	24,210
Other (expense) income:		
Interest expense, net	(14,413)	(14,199)
Other (expense) income, net	(19,927)	406
Gain (loss) on foreign currency transactions	124	(465)
Income before provision for income taxes and non-controlling interest	6,997	9,952
Income tax (expense)	(2,288)	(2,138)
Net income	$ 4,709	$ 7,814
Net income attributable to non-controlling interest	10,891	19,500
Net loss attributable to common stockholders	$ (6,182)	$ (11,686)
Net loss per share of common stock - basic and diluted *	$ (0.86)	$ (4.21)
Weighted average number of common shares outstanding - basic and diluted *	7,147,534	2,769,234

* On February 23, 2026, the Company effected a 1-for-7 reverse stock split (the "Reverse Stock Split") of each class of its issued and outstanding shares of common stock, in each case with a par value of $0.0001 per share. As a result of the Reverse Stock Split, the number of issued and outstanding shares of common stock was reduced from 35,495,968 shares of Class A common stock and 37,846,102 shares of Class M common stock to 5,070,852 shares of Class A common stock and 5,406,586 shares of Class M common stock, retroactively adjusted for all periods presented. See Note 2(r) for further discussion of the calculation of weighted-average common shares outstanding.

The accompanying notes are an integral part of these audited consolidated financial statements.

BITCOIN DEPOT INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands, except share and per share amounts)

	Year Ended December 31,	
	2025	2024
Net income	4,709	7,814
Other comprehensive income, net of tax		
Foreign currency translation adjustments	(43)	34
Total comprehensive income	4,666	7,848
Less: Comprehensive income attributable to non-controlling interest	10,891	19,500
Comprehensive (loss) attributable to common stockholders	$ (6,225)	$ (11,652)

The accompanying notes are an integral part of these audited consolidated financial statements.

BITCOIN DEPOT INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share amounts)

	As of December 31,	
	2025	2024
Assets		
Current:		
Cash and cash equivalents	$ 65,632	$ 29,472
Cryptocurrencies	10,927	1,510
Accounts receivable	639	275
Prepaid expenses and other current assets	3,131	3,076
Total current assets	80,329	34,333
Property and equipment:		
Furniture and fixtures	635	635
Leasehold improvements	172	172
Kiosk machines - owned	42,903	36,831
Kiosk machines - leased	8,987	10,367
Total property and equipment	52,697	48,005
Less: accumulated depreciation	(26,511)	(21,158)
Total property and equipment, net	26,186	26,847
Intangible assets, net	804	2,320
Goodwill	8,717	8,717
Operating lease right-of-use assets, net	2,917	2,595
Deposits	1,042	734
Deferred tax assets, net	10,580	4,558
Total assets	$ 130,575	$ 80,104

The accompanying notes are an integral part of these audited consolidated financial statements.

BITCOIN DEPOT INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share amounts)

	As of December 31,	
	2025	2024
Liabilities and Stockholders' Equity (Deficit)		
Current:		
Accounts payable	$ 10,667	$ 11,557
Accrued expenses and other current liabilities	41,052	14,260
Notes payable	6,972	6,022
Income taxes payable	1,732	2,207
Deferred revenue	343	20
Operating lease liabilities, current portion	1,300	858
Current installments of obligations under finance leases	1,602	3,446
Other non-income tax payable	—	2,259
Total current liabilities	63,668	40,629
Long-term liabilities		
Notes payable, non-current	53,520	49,457
Operating lease liabilities, non-current	1,610	1,774
Obligations under finance leases, non-current	360	1,950
Deferred income tax, net	—	604
Tax receivable agreement liability due to related party	—	2,176
Total Liabilities	119,158	96,590
Commitments and Contingencies (Note 21)		
Stockholders' Equity (Deficit)		
Series A Preferred Stock, $0.0001 par value; 50,000,000 authorized, 0 and 1,733,884 shares issued and outstanding, at December 31, 2025 and 2024, respectively	—	—
Class A common stock, $0.0001 par value; 800,000,000 authorized, 5,051,525 and 2,751,881 shares issued, and 5,024,293 and 2,724,649 shares outstanding at December 31, 2025 and 2024, respectively *	4	1
Class B common stock, $0.0001 par value; 20,000,000 authorized, no shares issued and outstanding at December 31, 2025 and 2024, respectively *	—	—
Class E common stock, $0.0001 par value; 2,250,000 authorized, 0 and 153,680 shares issued and outstanding at December 31, 2025 and 2024, respectively *	—	—
Class M common stock, $0.0001 par value; 300,000,000 authorized, 5,406,586 and 0 shares issued and outstanding at December 31, 2025 and 2024, respectively *	4	—
Class O common stock, $0.0001 par value; 800,000,000 authorized, no shares issued and outstanding at December 31, 2025 and 2024, respectively *	—	—
Class V common stock, $0.0001 par value; 300,000,000 authorized, 0 and 5,884,718 shares issued and outstanding at December 31, 2025 and 2024, respectively *	—	4
Treasury stock	(437)	(437)
Additional paid-in capital	62,553	21,491
Accumulated deficit	(49,612)	(44,349)
Accumulated other comprehensive loss	(255)	(342)
Total Stockholders' Equity (Deficit) Attributable to Bitcoin Depot Inc.	12,257	(23,632)
(Deficit) equity attributable to non-controlling interests	(840)	7,146
Total Stockholders' Equity (Deficit)	11,417	(16,486)
Total Liabilities and Stockholders' Equity (Deficit)	$ 130,575	$ 80,104

* On February 23, 2026, the Company effected a 1-for-7 Reverse Stock Split of each class of its issued and outstanding shares of common stock, in each case with a par value of $0.0001 per share. As a result of the Reverse Stock Split, the number of issued and outstanding shares of common stock was reduced from 35,495,968 shares of Class A common stock and 37,846,102 shares of Class M common stock to 5,070,852 shares of Class A common stock and 5,406,586 shares of Class M common stock, retroactively adjusted for all periods presented.

The accompanying notes are an integral part of these audited consolidated financial statements.

BITCOIN DEPOT INC.
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIT)
YEAR ENDED DECEMBER 31, 2025
(in thousands, except share amounts)

	Series A Preferred Stock		Class A Common Stock		Class E Common Stock		Class M Common Stock		Class V Common Stock		Treasury Stock							
	Shares	Amount	Shares *	Amount	Shares *	Amount	Shares *	Amount	Shares *	Amount	Shares *	Amount	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive (Loss)	Total Stockholders' Equity (Deficit) Attributable to Bitcoin Depot Inc.	Non-Controlling Interest	Total Stockholders' Equity (Deficit)
January 1, 2025	1,733,884	$ —	2,751,881	$ 1	153,680	$ —	—	$ —	5,884,718	$ 4	(27,231)	(437)	$ 21,491	$ (44,349)	$ (342)	$ (23,632)	$ 7,146	$ (16,486)
Cumulative-effect adjustment due to the adoption of Accounting Standards Update 2023-08, net of tax	—	—	—	—	—	—	—	—	—	—	—	—	—	852	—	852	—	852
Distributions	—	—	—	—	—	—	—	—	—	—	—	—	14	—	—	14	(10,116)	(10,102)
Foreign currency translation	—	—	—	—	—	—	—	—	—	—	—	—	—	67	87	154	(197)	(43)
Exchange of Class V common stock for Class M common stock pursuant to the Up-C Restructuring	—	—	—	—	—	—	5,884,718	4	(5,884,718)	(4)	—	—	—	—	—	—	—	—
Cumulative impact of Up-C Restructuring	—	—	—	—	—	—	—	—	—	—	—	—	1,108	—	—	1,108	(8,595)	(7,487)
Conversion to Class A common stock	(1,733,884)	—	879,510	—	(153,680)	—	(478,132)	—	—	—	—	—	—	—	—	—	—	—
Shares issued for vested RSU awards	—	—	124,358	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Issuance of Class A common stock, net of issuance costs	—	—	1,295,776	3	—	—	—	—	—	—	—	—	35,105	—	—	35,108	—	35,108
Share-based compensation expense	—	—	—	—	—	—	—	—	—	—	—	—	4,835	—	—	4,835	31	4,866
Net (loss) income attributable to Bitcoin Depot Inc.	—	—	—	—	—	—	—	—	—	—	—	—	—	(6,182)	—	(6,182)	10,891	4,709
December 31, 2025	—	$ —	5,051,525	$ 4	—	$ —	5,406,586	$ 4	—	$ —	(27,231)	(437)	$ 62,553	$ (49,612)	$ (255)	$ 12,257	$ (840)	$ 11,417

* On February 23, 2026, the Company effected a 1-for-7 Reverse Stock Split of each class of its issued and outstanding shares of common stock, in each case with a par value of $0.0001 per share. As a result of the Reverse Stock Split, the number of issued and outstanding shares of common stock was reduced from 35,495,968 shares of Class A common stock and 37,846,102 shares of Class M common stock to approximately 5,070,852 shares of Class A common stock and 5,406,586 shares of Class M common stock, retroactively adjusted for all periods presented.

The accompanying notes are an integral part of these audited consolidated financial statements.

BITCOIN DEPOT INC.
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIT)
YEAR ENDED DECEMBER 31, 2024
(in thousands, except share amounts)

	Series A Preferred Stock		Class A Common Stock		Class E Common Stock		Class V Common Stock		Treasury Stock							
	Shares	Amount	Shares *	Amount	Shares *	Amount	Shares *	Amount	Shares *	Amount	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive (Loss)	Total Stockholders' Deficit Attributable to Bitcoin Depot Inc.	Non-Controlling Interest	Total Stockholders' Equity (Deficit)
January 1, 2024	3,125,000	$ —	1,943,242	$ 1	153,680	$ —	6,300,000	$ 4	(17,235)	$ (279)	$ 17,326	$ (32,663)	$ (203)	$ (15,814)	$ 25,187	$ 9,373
Distributions	—	—	—	—	—	—	—	—	—	—	—	—	—	—	(37,160)	(37,160)
Foreign currency translation	—	—	—	—	—	—	—	—	—	—	—	—	(139)	(139)	173	34
Conversion of Series A preferred stock to class A common stock	(1,391,116)	—	198,731	—	—	—	—	—	—	—	—	—	—	—	—	—
Purchase of treasury shares	—	—	—	—	—	—	—	—	(9,996)	(158)	—	—	—	(158)	—	(158)
Shares issued for vested RSU awards	—	—	194,626	—	—	—	—	—	—	—	—	—	—	—	—	—
Stock compensation	—	—	—	—	—	—	—	—	—	—	3,369	—	—	3,369	31	3,400
Redemption of non-controlling interest	—	—	415,282	—	—	—	(415,282)	—	—	—	585	—	—	585	(585)	—
Change in tax basis in BT HoldCo due to redemption	—	—	—	—	—	—	—	—	—	—	211	—	—	211	—	211
Net (loss) income attributable to Bitcoin Depot Inc.	—	—	—	—	—	—	—	—	—	—	—	(11,686)	—	(11,686)	19,500	7,814
December 31, 2024	1,733,884	$ —	2,751,881	$ 1	153,680	$ —	5,884,718	$ 4	(27,231)	$ (437)	$ 21,491	$ (44,349)	$ (342)	$ (23,632)	$ 7,146	$ (16,486)

* On February 23, 2026, the Company effected a 1-for-7 Reverse Stock Split of each class of its issued and outstanding shares of common stock, in each case with a par value of $0.0001 per share. As a result of the Reverse Stock Split, the number of issued and outstanding shares of common stock was reduced from 35,495,968 shares of Class A common stock and 37,846,102 shares of Class M common stock to approximately 5,070,852 shares of Class A common stock and 5,406,586 shares of Class M common stock, retroactively adjusted for all periods presented.

The accompanying notes are an integral part of these audited consolidated financial statements.

BITCOIN DEPOT INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands, except share and per share amounts)

	Year Ended December 31,	
	2025	2024
Cash flows from operating activities:		
Net Income	$ 4,709	$ 7,814
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of deferred financing costs	643	1,261
Depreciation and amortization	7,670	10,072
Unrealized loss on cryptocurrencies	2,576	—
Non-cash stock compensation	4,866	3,400
Purchase of services in cryptocurrencies	915	1,238
Deferred taxes	(6,628)	(2,997)
Write-off of deferred financing costs	—	3,136
Loss on debt extinguishment	429	—
Cryptocurrency received as payment	(854)	(1,372)
Other	439	754
Change in operating assets and liabilities:		
Deposits	(308)	(322)
Accounts receivable	(364)	(30)
Cryptocurrencies	(2,730)	(44)
Prepaid expenses and other current assets	(54)	438
Accounts payable	(889)	3,222
Accrued expenses and other current liabilities	26,792	(4,247)
Income taxes payable	(475)	(276)
Other taxes payable	(2,259)	(38)
Tax receivable agreement liability	(331)	1,521
Deferred revenue	322	(277)
Operating leases, net	(491)	(709)
Net cash flows provided by operating activities	33,978	22,544
Cash flows from investing activities:		
Acquisition of property and equipment	(5,489)	(10,750)
Proceeds from sale of property and equipment	88	—
Acquisition of cryptocurrency for investment	(8,473)	(620)
Net cash flows used in investing activities	(13,874)	(11,370)
Cash flows from financing activities:		
Proceeds from issuance of notes payable	25,252	34,514
Principal payments on notes payable	(20,997)	(4,398)
Payment of debt issuance costs	(313)	(121)
Principal payments on finance lease	(3,433)	(7,635)
Proceeds from finance leases	—	3,382
Proceeds from issuance of common stock, net	35,108	—
Cash paid in connection with Up-C restructuring	(9,331)	—
Purchase of treasury stock	—	(158)
Distributions	(10,102)	(37,160)
Net cash flows provided by (used in) financing activities	16,184	(11,576)
Effect of foreign exchange rate changes on cash and cash equivalents	(128)	115
Net change in cash and cash equivalents	36,160	(287)
Cash and cash equivalents - beginning of period	29,472	29,759
Cash and cash equivalents - end of period	$ 65,632	$ 29,472

The accompanying notes are an integral part of these audited consolidated financial statements.

BITCOIN DEPOT INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands, except share and per share amounts)

	Year Ended December 31,	
	2025	2024
Supplemental disclosures of cash flow information:		
Cash paid during the year ended December 31 for:		
Interest	$ 10,869	$ 9,926
Income taxes	$ 9,651	$ 4,243

Supplemental disclosures of non-cash investing and financing activities:

See Note 2 for information on non-cash exchange of Class V for Class M shares and write-off of the Tax Receivable Agreement (as defined below) related to the Up-C Restructuring.

See Note 5 for information on non-cash distribution to the Member.

See Note 14 for information on non-cash financing activity related to term loan agreements.

On March 26, 2024, the Company amended its term loan agreement with its lender. The total principal on the old term loan of $19.9 million was extinguished and the new term loan's principal balance with the same lender is $35.6 million. The net proceeds from the issuance is recorded as an inflow from financing activities of $15.2 million, net of fees paid of $0.5 million.

See Note 21 for information on non-cash activity related to a lease termination and new lease arrangements.

The accompanying notes are an integral part of these audited consolidated financial statements

This is Exhibit "T" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

Project Coin - Summary Balance Sheet		CANADA	CANADA	CANADA	
		Debtor	Debtor	Debtor	
$ in actuals		Express USD	Digital Gold	BitAccess	
Assets					
	Cash and cash equivalents	$ 486,746	$ -	$ 235,278	
	Cryptocurrencies	-	-	2,864	
	Accounts receivable	-	-	35,000	
	Prepaid expenses and other current assets	19,114	-	9,376	
Label	Total Intercompany Receivables	15,289,245	-	(191,540)	
Debtor	Due from OpCo - I/C	15,277,514	-	238,071	
Debtor	Due from PubCo - I/C	-	-	854	
Debtor	Due from Express Vending - I/C	11,731	-	(4,947)	
Debtor	Due from AUS I/C	-	-	-	
Debtor	Accounts Receivable-Bitaccess Loan	-	-	-	
Debtor	Due from Bitaccess - I/C	-	-	-	
Debtor	Due from Kiosk HoldCo LLC	-	-	-	
Debtor	Due from HoldCo - I/C	-	-	-	
Debtor	Conversion Credit (Lux)-Non Current	-	-	-	
Debtor	Due from Kutt	-	-	-	
Debtor	Due from Kiosk Technicians	-	-	-	
Debtor	Due from Mintz Assets	-	-	-	
Debtor	Due from Intuitive Software - I/C	-	-	-	
Debtor	Due from Lux Vending Kiosks	-	-	-	
Debtor	Due from Bitcoin Depot Australia - I/C	-	-	-	
Non-debtor	Due from UK BTM	-	-	-	
Non-debtor	Due from MX BTM	-	-	-	
Non-debtor	Due from NZ BTM	-	-	-	
Non-debtor	Due from Brazil BTM Ltd	-	-	-	
Non-debtor	Due from HK BTM - I/C	-	-	-	
Non-debtor	Due from MCA	-	-	-	
TBD	Conversion Credit BD	-	-	(425,518)	
TBD	A/R - Due from I/C	-	-	-	
Debtor	Deferred Credits-Bitaccess Processing Fees	-	-	-	
	Current Assets	**$ 15,795,105**	**$ -**	**$ 90,979**	
	Furniture and fixtures	$ -	$ -	$ 462,743	
	Leasehold improvements	-	-	-	
	Kiosk machines - owned	1,875,999	-	-	
	Kiosk machines - leased	-	-	-	
	Accumulated deprecation	(1,439,730)	-	(462,743)	
	Intangible assets, net	-	-	404,447	
	Goodwill	-	-	8,717,288	
	Operating lease right-of-use assets, net	-	-	-	
	Deposits	-	-	-	
	Deferred tax assets	83,012	-	-	
	Total Assets	**$ 16,314,386**	**$ -**	**$ 9,212,714**	
Liabilities					
	Accounts Payable	$ 163,276	$ -	$ 181,234	
	Accrued expenses and other current liabilities	341,379	-	19,737,802	
	Notes Payable - Current Portion - FS Groupings	-	-	-	
	Income taxes payable	0	-	(290,264)	
	Deferred revenue	-	-	-	
	Operating lease liabilities, current portion	-	-	-	
	Current installments of obligations under finance leases	-	-	-	
Label	Total Intercompany Payables	13,644,422	800	1,269,279	
Debtor	Due to PubCo - I/C	-	-	-	
Debtor	Due To OpCo - I/C	16,937,221	800	1,309,103	
Debtor	Due to OpCo from PubCo - I/C	-	-	-	
Debtor	Due to Express Vending - I/C	(3,287,945)	-	6,598	
Debtor	Due to AUS - I/C	-	-	-	
TBD	A/P - Due To I/C	-	-	(46,422)	
Debtor	Due to HoldCo - I/C	-	-	-	
Debtor	Due to Bitaccess - I/C	(4,854)	-	-	
Debtor	Due to Intuitive Software - I/C	-	-	-	
Debtor	Due to Kiosk Technitions	-	-	-	
Debtor	Due to Lux Vending Kiosks	-	-	-	
Debtor	Due to Kiosk HoldCo LLC	-	-	-	
Debtor	Due to Bitcoin Depot Australia - I/C	-	-	-	
Debtor	Due to Kutt	-	-	-	
Non-debtor	Due to NZ BTM	-	-	-	
Non-debtor	Due to MX BTM	-	-	-	
Non-debtor	Due to MCA	-	-	-	
Non-debtor	Due to Brazil BTM Ltd	-	-	-	
Non-debtor	Due to UK BTM	-	-	-	
Non-debtor	Due to HK BTM - I/C	-	-	-	
	Current Liabilities	**$ 14,149,077**	**$ 800**	**$ 20,898,050**	
	Notes payable, non-current	$ -	$ -	$ (1)	
	Operating lease liabilities, non-current	-	-	-	
	Obligations under finance leases, non-current	-	-	-	
	Deferred income tax, net	24	-	0	
	Total Liabilities	**$ 14,149,101**	**$ 800**	**$ 20,898,049**	
Shareholders Equity					
	Stockholders' equity	(347,476)	(800)	(24,921,311)	<< includes net income (loss) of $2.7M
	Equity attributable to non-controlling interests	-	-	(1,558,986)	
	Non-controlling interest expense	-	-	-	
	Total Liabilities and Equity	**$ 13,801,625**	**$ -**	**$ (5,582,248)**	
	Check (BS)	*$ (867,939)*	*$ (800)*	*$ (16,255,781)*	
	Check (Detail)	*$ 0*	*$ -*	*$ -*	
	Total Assets (Excl. Interco)	$ 1,025,141	$ -	$ 9,404,254	
	Total Liabilities (Excl. Interco)	$ 504,679	$ -	$ 19,628,770	

This is Exhibit "U" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

BITACCESS SOFTWARE AND SERVICES
PURCHASE ORDER

This Bitaccess Software and Services Purchase Order, including any Schedules attached hereto, ("Agreement") is made between Bitaccess Inc. ("**Bitaccess**"), and the "**Customer**" listed below. This Agreement is governed by this Purchase Order and the Bitaccess Software License Terms located in the appendix and the schedules attached to this Purchase Order. Capitalized words not defined in this Purchase Order shall have the meaning ascribed to such words in the ToS. This Agreement will become effective when this Purchase Order is executed by authorized representatives of both parties (the "**Effective Date**").

CUSTOMER INFORMATION:

Business Name:_Lux Vending LLC d/b/a/ Bitcoin Depot

Contact Person: Bill Knoll

Address:
2870 Peachtree Rd #327, Atlanta, Georgia, 30305

Telephone Number:
+1(678).435.9604

Fax Number: n/a

E-Mail Address: legal@bitcoindepot.com

TERM: Initial term of three (3) years from the Effective Date with renewal terms as per Section 5.2 of Schedule B

PRODUCTS/SERVICES:

- **Fees**: Customer agrees to pay Bitaccess: (i) a total one-time purchase price of USD $0 ("Purchase Price") per BTM device on which the Device Software will be installed; and (ii) the ongoing BTM service fees specified in Section 2 of Schedule B in respect of the the BTM Service.
- **Tax**: Prices are exclusive of all applicable tax

SCHEDULES
The following schedules form an integral part of this Agreement.

1. **Support Terms**. Support terms for the Device Software and BTM Service are set out in Schedule A.
2. **Software License Terms**. Software license terms for the Device Software and BTM Service are set out in Schedule B.

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

The Parties agree that this Agreement may be executed by signing and returning a signed copy by fax or a scanned signed copy by email. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Agreed by the parties as written below:

<<CUSTOMER>>	**BITACCESS INC.**
Signature: DocuSigned by: Brandon Mintz 2F1F47962C18405...	Signature: DocuSigned by: Moe Adham 07F8BA0389B840E...
Name: Brandon Mintz	Name: Moe Adham
Title: president & ceo	Title: Director
Date: 4/9/2021	Date: 4/9/2021

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

SCHEDULE A
SUPPORT AND SERVICE TERMS

This Schedule A sets out the terms on which Bitaccess will provide support and maintenance services for the BTM Service and Device Software used to provide the BTM Service. For the purposes of this Agreement, "BTM" means Bitcoin Teller Machine, an automated or semi-automated device capable of initiating transactions of and/or for virtual currency(ies).

I. Service Scope

The following support services are covered by this Agreement but are subject to change by mutual agreement between Customer and Bitaccess:

- Telephone support
- Monitored email support
- Slack channel support
- Remote assistance using Remote Desktop and a Virtual Private Network where available
- Regular system health check including updates to the Device Software

II. Service Availability

- Telephone support: 8:00 A.M. to 6:00 P.M. EST Monday – Friday.

Calls received out of office hours will be forwarded to a staffed and operable mobile phone and best efforts will be made to respond and complete the request of the call, and, further, there will be a backup voicemail/answer phone service to store any calls which go unanswered.

- Email support: Monitored 8:00 A.M. to 6:00 P.M. EST Monday – Friday

Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day provided, however, that Bitaccess will use commercially reasonable efforts to respond and complete any requests contained in such emails.

Customer is responsible for having a customer representative available when resolving a service-related incident or request.

- Slack Support. Bitaccess shall also make available, via Slack, a shared channel with Customer. Bitaccess shall ensure that qualified staff answer and respond to such shared channel from 06:00AM to 12:00AM (EST)

All dates/time will operate on a reduced schedule on national holidays (United States). Further, Bitaccess shall provide access to its emergency alert service whereby Customer can, outside of the hours described herein, contact appropriate personnel to handle service/technical support issues.

III. Service Requests

Customer will assess any service request and class the same into High or Low priority and Bitaccess will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-30 minutes (during business hours) for issues classified as High priority.

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

- Within 1 hour for issues classified as Low priority.

Classifications of High and Low priority generally fall into the following categories of incident:

Priority Category	Definition
High	**The BTM Service is completely inoperable or materially affected, or otherwise degraded to the point where further operation cannot proceed until the problem is fixed.**
Low	**An observation which does not materially affect the functionality of the BTM Service is recorded.**

For the purposes of this Schedule A, the time limits begin upon the time at which Bitaccess was made aware of an issue.

IV. Service Outages

Remote assistance will be provided in accordance with the above timescales dependent on the priority of the support request. Response time is not equal to issue resolve time, which might take longer and will be different for each request. Notwithstanding the foregoing, a High-priority response that is not followed by a complete resolution of the issue within twenty-four hours shall be deemed a "Missed Op". Bitaccess shall provide discounts to Customer for Missed Ops according to the following schedule ("Miss Discount"):

1-2 Missed Ops: 5% reduction in the payments owed for the applicable month in which the Missed Ops occurred.
3-4 Missed Ops: 15% reduction in payments otherwise owed to Bitaccess for the applicable month in which the Missed Ops occurred.
5+ Missed Ops: 25% reduction in payments otherwise owed or which may be owed to Bitaccess

Miss Discounts are cumulative and not an exclusive financial/monetary remedy. Miss discounts may only be applied as a credit to or to offset BTM service fees Where Bitaccess has 5 or more Missed Ops in a three month period, Customer may immediately terminate this Agreement with no further liability or penalty. Notwithstanding the foregoing, Customer may extend, upon request by Bitaccess, the twenty-four hour time frame set forth in this section Service Outage Resolution in a writing from a duly authorized representative of Customer. Low-priority service requests may be responded to and, where applicable, resolved by general personnel of Bitaccess provided, however, that High-priority service requests must be responded to, and the resolution thereof supervised by, a senior technical employee of Bitaccess. Bitaccess's failure to comply with the requirements set forth in this section Service Requests shall be deemed a material breach of the Agreement.

Notwithstanding the generality of the foregoing Missed Ops and Missed Discounts will not apply if a Missed Op is due solely to a Service Provider Outage. "**Service Provider Outage**" means any incident which is due in whole to: (i) service failures by the two entities listed below; or (ii) services provided by any third party upstream service provider and organization, including but not limited to the following entities, which list maybe updated by Bitaccess from time to time on written notice to Customer:

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

i. Amazon AWS (Global Outage)
ii. Cloudflare (Global Outage)

iii. SMS: Twilio, Plivo
iv. IDV: Jumio, OnFido
v. Sanctions Screening: BlockScore, Comply Advantage

For the avoidance of doubt, an outage in respect of (iii)-(v) above, will only constitute a Service Provider Outage if the backup/redundancy service is also affected. For clarity, both service providers as listed in (iii)-(v) above must go down to constitute a Service Provider Outage under (iii)-(iv) as applicable.

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

SCHEDULE B
BITACCESS SOFTWARE LICENSE TERMS

These Software License Terms ("**Agreement**") are entered into by and between Bitaccess Inc. ("**Bitaccess**") and the entity or person named on the purchase order ("**Customer"**) that incorporates this license by reference (the "**Purchase Order**"). This Agreement governs the use of Bitaccess's proprietary software and firmware which automates the purchase of digital currency (eg. Bitcoin) with banknotes enabling users to visit a kiosk and purchase digital currency and/or exchange digital currency in their digital wallet for banknotes (the "**BTM Service(s)**").

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **BTM SYSTEM SOFTWARE AND BTM SERVICES**

1.1 **Software Licensed; Not Sold**: The Device Software is licensed; not sold to Customer. Customer agrees that it does not own any software provided by Bitaccess which is installed on any Bitcoin or other digital currency terminal machine including but not limited to any Bitaccess kiosk (collectively "**BTM Devices**"). For clarity, the BTM Devices may be purchased from and may include any third party kiosks, platforms, hardware, or other such related technology and Customer has no obligation to purchase any BTM Devices through or from Bitaccess. Customer acknowledges that the Device Software is proprietary to Bitaccess and constitutes trade secrets and Confidential Information of Bitaccess. Device Software will be provided to Customer by USB or, where available, via streaming, peer to peer, or other such method at Customer's discretion for remote download and installation by Customer on to Customer's BTM Device(s). One license is needed for every BTM Device that will use the Device Software. Bitaccess shall notify Customer of any new, generally available updates or upgrades to the Device Software and any new products or services offered by Bitaccess. Bitaccess shall provide upgrades to the Device Software at Customer's request, at the sole expense of Bitaccess (subject to Section 5.4. below) ("Harddrive Costs"), and in a manner agreed with Customer and to addresses as designated by Customer in Customer's sole discretion, hard drives compatible with Customer's BTMs under this Agreement pre-loaded with any upgrades (or delivery of upgrades by a different agreed method) to the Device Software.

1.2 **Limited License**. Bitaccess grants Customer a non-exclusive, perpetual during the term and any wind-down period, worldwide, irrevocable (except as expressly set forth herein), non-transferable limited license to use, exploit, and install the machine-readable version of the Device Software on a BTM Device in order to fully use and receive, the BTM Services. Customer must not and must not permit any third party to copy, modify, distribute, sell, or sublicense any of the Device Software or its run-time code without Bitaccess' permission. Customer must not (and must not attempt to) disassemble, reverse engineer, or decompile the Device Software. Customer must not allow third parties to do any of these prohibited acts either, except as expressly permitted by Bitaccess and/or permitted in a Bitaccess support manual or other technical documentation of Bitaccess, service providers and other vendors of Customer which Customer deploys to support any equipment of Customer or a BTM Device (i.e. armored carriers or technical support). Bitaccess will make updates to its Device Software available for use from time to time under the terms of this license terms provided, however, that Bitaccess will obtain the prior written consent of Customer before deploying an update which would have a material negative impact (including but not limited to an anticipated system-wide impact on Customer's systems) on the BTM Device or BTM Services used by Customer by materially reducing functionality.

1.3 **BTM Services.** Customer will have, and Bitaccess shall maintain for the life of this Agreement and the Wind-Down Period (as defined in Section 5.4), the ability, through the use of access to a Bitaccess dashboard, APIs, and other ancillary or supporting software, to monitor operations, manage use of those BTM Devices which have the Device Software installed and make changes to their system.

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

1.4 Operational Responsibility. Customer is responsible for the following:

a) Contracting with and providing all required support, except for support obligations of Bitaccess described herein, to Customer's end users (being persons conducting transactions using BTM Devices);
b) Compliance with all applicable laws in the use of and provision of any services using the BTM Services;
c) contractually requiring its end users not to use the BTM Services for any illegal or unlawful purpose and requiring such end users not to use the BTM Services if unlawful in the end user's place of residence. .;
d) Maintaining a minimum operating cash-flow to cover at least the lowest level of the transaction limit for end users;
e) Ensuring that power supply, Ethernet, other internet connectivity, and any other servicing or handling requirements indicated for use of the BTM Services, are in place at all times for proper functioning; and
f) Permitting all routine updates and mandatory upgrades provided by Bitaccess to be implemented.

g) Failure by Customer to adhere to the requirements in this Section 1.4(b), (c) or breach of (f) which hinders or prevents legal compliance will be treated as material breaches of this Agreement entitling Bitaccess to suspend the BTM Service and/or disable use of the Device Software on the BTM Devices unless the breach is cured.

1.5 Technical Support. Bitaccess offers technical support for the Device Software in accordance with the terms of the technical support schedule attached to the Purchase Order. Each party, without limitation, is fully responsible for the repair, maintenance, and resolution of issues, slowdowns, poor performance, or other such degradation of their own software and systems.

1.6 Verification Services. Bitaccess offers integration with various third-party vendors to assist Customers with their Know Your Customer (KYC) requirements. These vendors and services are subject to change at any time at the discretion of Bitaccess provided, however, that Bitaccess shall provide Customer not less than thirty days written notice prior to the date that Bitaccess switches such vendor or service and, where such switch has a material impact on the services provided hereunder, Bitaccess will provide one hundred and eighty days prior written notice to Customer. Customer is responsible for ensuring their own end users meet the regulatory requirements of the jurisdictions in which they operate.

1.7 BTM End User Lists and Marketing Restrictions. Customer shall not send any SMS messages regarding Bitcoin products or services to end users who have not agreed to receive such communications. All end user data such as phone numbers and client lists are the exclusive intellectual property of Customer and is subject to Section 8 of this Agreement. Bitaccess shall not send or otherwise display any marketing messages or advertising to any end user or customer of Customer without Customer's express prior written consent. The foregoing restriction is not intended to prevent or limit the transmission by Bitaccess of transactional and other service-related notifications to end users.

1.8 End Users. Customer is responsible for setting appropriate terms for access and use of the BTM Services with Customer's end users which reflect the restrictions and limitations which must be passed through to Customer's end users, including but not limited to Section 1.4(c) above. Bitaccess agrees to comply with all guidelines set forth by Customer in the handling of any end user data.

2 FEES AND PAYMENT TERMS

2.1 Service Fees. Bitaccess will be entitled to a percentage of the cumulative transaction amount as set forth herein. The cumulative transaction amount of the Customer includes, and is strictly limited to, amounts paid to the Customer from Customer's end users directly through a kiosk provided by Bitaccess and which is specifically categorized as a "transaction fee" by Customer and is generated from a transaction with a consumer whereby such consumer pays cash fiat currency for virtual currency only and no other transaction, except as otherwise

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

agreed in a writing signed by both parties' authorized representatives. For clarity, the cumulative transaction amount expressly excludes any amounts from transactions involving any other kiosk, equipment, method, machine, or mechanism or such other amount not expressly set forth in this section. Specifically, total platform transaction volume will be measured on a rolling monthly basis, starting on the first day of each calendar month at 12:00:00 UTC. The BTM service fee will be applied to each transaction in the aggregate according to this Agreement, based on a pricing tier. The pricing tiers are listed in the table below:

TIER	MONTHLY TRANSACTION VOLUME (IN USD)	BTM SERVICE FEE RATE
A	$1 - $2,000,000	1.00%
B	$2,000,001 - $10,000,000	0.75%
C	$10,000,001 - $20,000,000	0.65%
D	$20,000,001 - $50,000,000	0.55%
E	$50,000,001 - $90,000,000	0.45%
F	>$90,000,000	0.30%

BTM Service fees will be collected at the pricing tier A, applied to the total transaction amount of each transaction. After the monthly transaction volume exceeds that of pricing tier A, the BTM service fee rate for tier B will be applied to all subsequent transactions for the remainder of the month. This continues with tier C, D, E, and F. At the end of the calendar month, the pricing tier will reset to tier A.

Where Customer converts BTMs to Bitaccess products and/or services, Bitaccess shall provide a one-time $550 USD credit towards BTM Service fees per BTM successfully converted (the "**Conversion Credit**").

2.2 **Method of Payment**. Bitaccess shall calculate the Fees at the end of every month and, after such calculation, issue an invoice indicating, at minimum: a) an itemized list of charges, b) the preferred method of payment, c) contact information for Bitaccess accounting department, and d) the date the invoice was issued. Payment of undisputed invoices shall be due not more than 30 days from the date which Customer received the applicable invoice. Defective invoices shall not be deemed payable and shall not impose an obligation to pay upon Customer. Customer will have ninety (90) day from the date of any invoice to dispute any such invoice, in whole or in part, on grounds of billing error or fraud . Bitaccess may not, under any circumstances, offset any amounts it believes Customer owes or which Customer actually does owe from any amounts collected or held by Bitaccess, from amounts owed by Bitaccess to Customer, or from any other such source. Should Customer raise a dispute, Customer's obligation to pay the disputed amounts shall be suspended until the disputed is resolved to the reasonable satisfaction of both Parties and, where Customer has paid a disputed invoice and the grounds for the dispute are found to be vaild, a credit shall be applied to the following invoice in the amount that is disputed.

2.3 **Taxes**. All fees exclude taxes (including any applicable federal, state, provincial, use, value-added, goods and services, and local taxes) and customs duties. Each Party is responsible for its own tax burden and obligations.

3 WARRANTIES

3.1 **Mutual Warranties.** Each party represents and warrants to the other party that: (i) such party is a business duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) such party has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement constitutes the legal, valid, and binding agreement of such party; (iv) as of the Effective Date, there is no outstanding litigation,

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

arbitrated matter or other dispute to which such party is a party, which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on such party's ability to fulfill its obligations under this Agreement; and (v) no consent, approval or withholding of objection is required from any entity, including any governmental authority, with respect to such party's entering into this Agreement; (vi) such party is not and has not been the subject of any insolvency proceedings.

3.2 **Customer Warranty**. Customer represents and warrants that Customer will comply with all applicable laws, rules, regulations and other binding legal authorities in its use of the BTM Services.

3.3 **Bitaccess Warranty.** Bitaccess represents, warrants, and agrees that, for the entire duration of this Agreement and the duration of any survival periods thereof, it:

3.3.1 Shall, and any services or materials provided hereunder shall, comply with applicable law, rule, regulation, and other binding legal authority;

3.3.2 Shall not intentionally, and all services or materials provided hereunder shall not intentionally, violate or otherwise infringe upon any third party right, title, license, intellectual property, or other such interest;

3.3.3 Maintains and shall ensure that any end user data is protected by industry standard systems and sufficient protocols, taking into account the sensitivity of the data held by Bitaccess, to strictly limit disclosure, sharing, improper or unlawful use or distribution of, or any other such unlawful or improper access to such end user data;

3.3.4 Maintains and has implemented a training protocol to ensure that it and any of its personnel comply with the terms of this Agreement;

3.3.5 Shall perform services in a professional workman like manner;

3.3.6 It has the right to provide the rights, software, services, goods, and other such materials contemplated hereunder without violation of or infringement upon any third party right, title, license, ownership, intellectual property, duty, or other such interest or applicable law, rule, regulation, and other binding legal authority; and

3.3.7 It shall comply with all written requirements of Customer set out in a data processing agreement or other mutually agreed upon writing.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR GIVE ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4 REGULATORY MATTERS

4.1 **Financial Regulation Compliance**. Each Party is wholly responsible for understanding the laws and rules governing financial transactions, money transmission, payment processing, and similar issues in its jurisdiction.

4.2 **Compliance with Local Laws and Regulations.** Customer is wholly responsible for understanding the laws and rules that govern the use of BTM Devices (including Device Software and the BTM Services) in the jurisdiction in which the Customer wishes to possess and use the BTM Device.

5 TERM AND TERMINATION.

5.1 **Term**. This Agreement begins on the Effective Date and will remain in full force and shall continue in effect for an initial term of three (3) years (the "**Initial Term**"). Thereafter, the term of the Agreement shall be automatically renewed annually on the anniversary of the Effective Date for additional one (1) year renewal terms (any such subsequent renewal terms referred to in this Agreement as a "**Renewal Term**"), unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the "**Term**".

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

5.2 **Termination for Cause.** This Agreement may be terminated as follows: (a) if Customer fails to make any payment due hereunder within (30) days after receiving written notice from Bitaccess that such payment is delinquent, Company may terminate this Agreement on written notice to Customer at any time following the end of such period; (b) if either party breaches any material term or condition of this Agreement and fails to cure such breach (if capable of cure) within ninety (90) days after receiving written notice of the breach, the non-breaching party may terminate this Agreement n written notice at any time following the end of such ninety (90) day period; or (c) if either party becomes insolvent (i.e., becomes unable to pay its debts in the ordinary course of business as they come due) or makes an assignment for the benefit of creditors, then the other party may terminate this Agreement immediately upon notice.

5.3 **Termination due to Regulatory Issues** Bitaccess reserves the right to terminate this Agreement, and access to the BTM Services if any ruling or requirement of a regulator or government body renders Bitcoin, crypto-currencies or the provision of services as contemplated under this Agreement, illegal or subject to operational charges or fees which are unreasonably high. For greater certainty, Termination under this Section 5.2 is subject to any obligations which survive termination of the Agreement (including, but not limited to, any wind-down period) except in the event that the all or materially all of the BTM Services are made illegal in which event no wind-down period will apply.

5.4 **Early Termination; Termination for Convenience**. Subject to payment of the Early Termination Fees, Customer may terminate this Agreement at any time upon written notice to Bitaccess. "**Early Termination Fees**" means the pro rata portion of the remaining Conversion Credit and Hard-drive Costs.

5.5 **Wind-Down.** Subject to payment of the applicable fees, Customer will have the right to continue to access and use the BTM Service and to process transactions using the Device Software for a period of one (1) year from the effective date of termination or expiry of this Agreement (the "Wind-Down Period"). During the Wind-Down Period, Bitaccess shall maintain any and all records necessary for Customer's compliance with applicable law, rule, regulation, and other such binding legal authority and fully cooperate with Customer, at Bitaccess's expense and Customer's direction, so that Customer may export any and all data held by Bitaccess relating to or arising from this Agreement, Customer, Customer's end users, or such related transactions. In connection with the same, Bitaccess shall cooperate with Customer in downloading, exporting, or otherwise making portable or accessible any and all such end user data, in whole and in part, as requested by Customer during the Wind-Down Period. After the expiration of the Wind-Down Period, each party shall cease use of the other party's remaining Confidential Information and other proprietary materials and shall destroy such Confidential Information and other proprietary materials and certify such destruction upon written request and Customer and its end users shall cease all use of the BTM Service and Device Software. The parties agree to work in good faith to execute the foregoing obligations in a timely and efficient manner.

6 LIABILITY TERMS

6.1 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) HOWEVER CAUSED AND, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

6.2 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO BITACCESS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

FOR CLARITY, ANY DAMAGES AWARDED AGAINST EITHER PARTY BASED ON A CLAIM SUBJECT TO INDEMNIFICATION UNDER SECTION 6.4 SHALL BE CONSIDERED DIRECT DAMAGES, NOTWITHSTANDING A DIFFERENT CLASSIFICATION (E.G., CONSEQUENTIAL, INDIRECT, ETC.) IN THE AWARD AND SHALL THEREFORE BE EXCLUDED FROM THE LIMITATIONS IN THIS SECTION.

6.3 **Certain Damages Not Excluded.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO DAMAGES ARISING FROM: (I) INFRINGEMENT AND/OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (II) FRAUD; OR (III) WILFUL MISCONDUCT.

6.4 **Bitaccess Indemnity.** Bitaccess shall indemnify, defend, and hold harmless Customer, Customer's agents, affiliates, officers, employees, contractors, personnel, subsidiaries, owners, and directors from and against any and all damages, claims, judgements, settlements, expenses (including, but not limited to, reasonable attorneys's fees and actions seeking the same), costs, fees, and other such amounts awarded by a court or tribunal of competent jurisdiction against Customer as a result of or relating to Bitaccess's: a) breach of this Agreement including, but not limited to any representations and warranties contained herein, b) violation of or infringement upon any third party intellectual property, trade secret, right, duty, title, license, property, or other such interest, c) violation of applicable law, rule, regulation, or other such binding legal authority, d) gross negligence or willful misconduct, and e) failure to meet its performance standards contained herein.

6.5 **Customer Indemnity.** Customer shall defend and/or settle at its expense, any third-party lawsuits or proceedings against Bitaccess and its officers, directors, employees and contractors (the "**Bitaccess Indemnified Parties**") to the extent arising out of or relating to (a) any representations or warranties made by Customer in respect to the BTM Service or the Device Software or any portions thereof beyond those authorized in this Agreement; (b) any violation of any law or regulation by Customer or any of its Affiliates or any of its or their officers, directors, employees, contractors or agents (including, without limitation, any privacy or personal information protection law or regulation) ("**Bitaccess Claims**"), and Customer shall pay all damages finally awarded by a court of competent jurisdiction to such third party against any of the Bitaccess Indemnified Parties, or any settlement amounts agreed by Customer in writing; subject to the conditions that, Bitaccess shall notify Customer promptly of any Bitaccess Claims, permit Customer to control the defense and settlement of such Btiaccess Claims (provided that Bitaccess may participate with counsel of its own choosing, at its own expense), and assist Customer, at Customer's expense, in defending or settling such Bitaccess Claims. Bitaccess shall not settle any claim without the written consent of Customer, which shall not be unreasonably withheld.

7 INTELLECTUAL PROPERTY

7.1 **Reservation of Rights**. Except for the rights and licenses granted in this Agreement, Customer acknowledges and agrees that Bitaccess owns and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights therein) in and to the technology used to provide the BTM Services) and Bitaccess grants Customer no further licenses of any kind hereunder, whether by implication or otherwise. Customer acknowledges that, except as otherwise provided, only Bitaccess shall have the right to maintain, enhance or otherwise modify the Device Software.

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

7.2 **Custom Solutions; Compatibility.** Where Customer has a need for and requests additional services, software, or other goods or solutions related to the products and services offered to Customer by Bitaccess ("Custom Order") the parties will agree on a case-by-case basis through a statement of work, the specifics of the Customer Order including the manner in which Customer will receive any plug-in to the Device Software. For greater certainty, ownership of any plug-in developed as part of a Custom Order for Customer will be assigned to Customer in accordance with the terms of the applicable statement of work. Bitaccess shall ensure that any and all BTM Services provided hereunder shall be fully compatible with and function with the BTM Devices provided, however, that Customer must obtain written (email being expressly sufficient) confirmation from Bitaccess that the BTM Services will be functional with the proposed BTM Devices, which confirmation shall not be unreasonably withheld or conditioned.

7.3 **Operational Data.** As between Customer and Bitaccess, Customer will own the data collected through the Device Software about transactions undertaken by end users ("**Operational Data"**). Customer hereby grants to Bitaccess for the duration of this Agreement a worldwide and royalty-free right and license to access and use the Operational Data for the sole limited purposes of: (i) providing the BTM Services to Customer, (ii) assessing the performance of the Device Software and BTM Services; and (iii) creating Pattern Data (as defined in Section 7.6 below). Customer is not entitled to receive any compensation or re-imbursement of any kind from Bitaccess for use of said Operational Data. Except as otherwise expressly stated in this Agreement, Bitaccess does not claim any right, title or interest in the Operational Data. Customer represents and warrants that to the best of Customer's knowledge, the collection, retention, use, processing and disclosure of Operational Data (including all underlying Personal Data) is in accordance with applicable law and use of the same by Bitaccess in the manner contemplated herein and will not breach the rights of any third party. As between the parties, Bitaccess is not responsible for any liability arising out of the collection, retention, use, operation or disclosure by Customer of Operational Data.

7.4 **Pattern Data.** "**Pattern Data**" means non-personally identifiable data including Operational Data which contains no data which, directly or indirectly, could or is tied to any individual or group of identifiable person(s) and cannot be used to actually identify the same. For greater certainty, Pattern Data does not identify a specific end user. Further, Bitaccess shall make available, in a format mutually agreed between Bitaccess and Customer, any and all insights and/or analytics generated, directly or indirectly, from any Pattern Data, Operational Data, or data generated under this Agreement.

8 INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 Except for claims covered by Sections 8.3 and 8.4 below, if a third party claims that the Device Software infringes that third party's copyright, trade secret or patent, Bitaccess will defend the Customer against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by Bitaccess, provided that Customer: i) promptly notifies Bitaccess in writing of the claim provided that failure to promptly notify shall not waive Customer's rights under this Section Intellectual Property Indemnification; and ii) allows Bitaccess to control the defence and related settlement negotiations; and (iii) reasonably cooperates with Bitaccess in the defense and any related settlement negotiations.

8.2 [omitted]

8.3 Notwithstanding the generality of the foregoing, Bitaccess will have no obligations under Section 8.1 above regarding any claim based on any of the following: i) Customer's modification of or tampering with the Device Software; (ii) any use or combination of the BTM Services or Device Software with Customer or third party

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

components, products, data, apparatus or business method that Bitaccess did not provide, if the claim would not have arisen but for such combination.

8.4 Bitaccess and Customer both agree that this Agreement will not create any right or cause of action for any third party claims, nor will the other party be responsible for any third party claims against Bitaccess or Customer except as described in this Section 8.

9 CONFIDENTIALITY

9.1 During the term of this Agreement, each Party may disclose to the other or the other may learn confidential information with respect to the other Party's finances, pricing, costs, inventory, market plans, customer lists, vendor sources, marketing plans, intellectual property or other non-public and/or trade secret information ("**Confidential Information**"). Each Party shall use reasonable efforts, which are no less than the efforts used to protect its own Confidential Information, to protect against the disclosure of Confidential Information of the other Party. Each Party shall divulge such Confidential Information only to its employees or agents who require access to it for the purposes of this Agreement or as otherwise provided in this Agreement.

9.2 Each Party acknowledges and agrees that any breach by it of any of the provisions of this Section 9 would cause serious and irreparable harm to the other which could not adequately be compensated for in damages and in the event of a breach of any of such provisions, each Party hereby consents to an injunction being issued against it restraining it from any further breach of such provision, but such action shall not be construed so as to be in derogation of any other remedy which the other Party may have in the event of such a breach.

10 DISPUTE RESOLUTION

10.1 Informal Resolution. If either Customer or Bitaccess has any concerns regarding a breach or default under this Agreement, the complaining party must first notify the other and allow the other party at least 30 days to remedy the claimed breach or default. The Parties shall use all reasonable endeavors to discuss and resolve any dispute which may arise out of or in connection with this Agreement. If the parties cannot resolve the dispute within one week of the dispute arising through discussion by the parties' day to day representatives, the dispute shall be referred to the heads of each party for discussion and resolution. If the dispute cannot be resolved by the heads of each Party after 10 Business Days, the Parties will attempt to settle it in good faith by mediation. To initiate the mediation a Party must give notice in writing to the other Party requesting a mediation. A copy of the request should be sent to AAA. The mediation will take place in Dover, Delaware and the language of the mediation will be English. The mediation shall be governed by and construed and take effect in accordance with the substantive law of the State of Delaware. If the dispute is not settled by mediation within 30 days of commencement of the mediation or within such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by binding arbitration.

10.2 Binding Arbitration. Any dispute arising out of or relating to this contract, or the breach thereof, shall, after Informal Resolution described in Section 10.1, be finally resolved by binding and confidential arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in the English language in the City of Dover Delaware , USA. . There shall be one arbitrator, named in accordance with such rules unless the damages claimed under the Agreement is $1,000,000 or higher in which case a panel of three arbitrators will be appointed in accordance with such rules. Discovery in any matter brought before arbitration shall be narrowly tailored to the specific requests of such discovery, and not broadly drafted.

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

11 MISCELLANEOUS PROVISIONS

11.1 **Force Majeure.** A party is not liable for failure to perform the party's obligations if such failure is rendered impossible or impracticable to perform directly as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, or government prohibition or regulation preventing the manufacture, sale, import, export, possession or use of BTM Devices only to the extent that such actions are outside the reasonable control of the Party at issue and only for so long as such event remains in effect.

11.2 **Nature of Obligations Between Parties**. Nothing contained in this Agreement shall be deemed to constitute either Party or any of its representatives the partner, agent, franchisee, or legal representative of the other Party or to create any fiduciary relationship for any purpose whatsoever. Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall confer on either Party or any of its representatives any authority to act for, bind, or create or assume any obligation or responsibility on behalf of the other Party.

11.3 **Notices**. Unless expressly provided otherwise, any notice or other communication required or permitted to be given pursuant to this Agreement to Customer or Bitaccess shall be in writing and shall be sufficiently given if delivered personally to such party, or if sent by prepaid registered mail or if transmitted by fax or if sent by electronic mail to such party at the addresses indicated on the front page of this Agreement. Either party may change their address and/or facsimile number by written notice to the other party.

11.4 **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA and the laws of the United States applicable therein without regard to its conflict of laws provisions. The United Nations Convention for the Convention for the International Sale of Goods shall not apply to this Agreement.

11.5 **Severability; Audit; Breach; Documentation**. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If the application of any provision of this Agreement to any particular facts or circumstances is held to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable. Customer may request, and Bitaccess shall provide upon such request, any and all books, records, documents, policies, and procedures relating to or arising from this Agreement and performance hereunder including, but not limited to data security policies, records relating to suspected or actual data breaches, and payment records. Specifically, but not exhaustively, Bitaccess shall provide notice to Customer within twenty-four hours of becoming of aware of or suspecting a data security breach or data security incident involving, directly or indirectly, Customer or Customer's end users and such notice shall contain a detailed description of the event or suspected event, a detailed description of the potential impact, and Bitaccess full plan to assess and remedy the breach or suspected breach. Bitaccess shall further preserve and protect any forensic information relating thereto and fully cooperate with Customer in the investigation and subsequent notification of such breach or suspected breach. Further, and without limitation, Bitaccess shall provide and maintain a complete and detailed user manual containing, at minimum, detailed descriptions and full instructions on each product and service offered by Bitaccess, applicable code and/or software information as applicable, and other such information as requested from time to time by Customer. Bitaccess shall update each user manual every six months beginning on the date of this Agreement and provide a copy of such updated user manual to Customer.

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

11.6 **Amendments; Waivers**. This Agreement may be amended, and the taking of any action required hereunder may be waived, by the written consent of each Party at the time such amendment or waiver is sought. No such waiver shall operate as a waiver of, or estoppel with respect to, any other action. No failure to exercise, and no delay in exercising, any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or at equity. This Agreement may only be amended or otherwise modified by a written instrument signed by both Parties which states its intent to modify this Agreement.

11.7 **Successors; Assignment**. Customer may assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, only with the prior written consent of Bitaccess which shall not be unreasonably withheld or conditioned. Bitaccess may assign this Agreement only with the prior written consent of Customer, which shall not be unreasonably withheld or conditioned. This Agreement shall inure to the benefit of and be binding upon each of Customer and Bitaccess and their respective successors and permitted assigns. Notwithstanding the foregoing, either party may assign this Agreement without consent of the other party in connection with the sale of all or substantially all of its assets to a third party so long as the acquired party provides notice to the other party of such assignment.

11.8 **Interpretation**. The Parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the Party that drafted the relevant language. All payments shall be in United States Dollar (USD) unless otherwise agreed in writing.

11.9 **Entire Agreement; Business Day; Survival; Headings.** This Agreement, together with the Purchase Order and its schedules, which are hereby incorporated by reference, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all previous communications, agreements, and understandings between the Parties relating to the subject matter hereof. Neither Party has entered into this Agreement in reliance upon any representation, warranty, condition or undertaking of the other Party that is not set out or referred to in this Agreement. Business days, for the purposes of this Agreement, shall mean Monday through Friday, excluding nationally recognized American and Canadian holidays. Any provisions, the survival of which is necessary to give effect to that provision's intent, shall survive termination of this Agreement including, but not limited to, the sections Indemnity, Custom Solutions, and Confidentiality. Headings and captions are provided solely for convenience and shall not convey any legal right or obligation nor shall they affect the interpretation of this Agreement.

11.10 **Insurance.** Bitaccess will use reasonable efforts to obtain sufficient insurance coverages to cover prospective or potential claims arising from or relating to intellectual property or cybersecurity claims. Customer reserves the right to review such efforts every 6 months and determine in Customer's reasonable discretion whether or not such efforts are sufficient. Should Customer deem such efforts are insufficient, Customer reserves the right to terminate this Agreement for convenience upon written notice to Bitaccess.

11.11 **Disaster Recovery Plan**. Bitaccess shall provide a business continuity plan which sets forth the methods and means by which Bitaccess shall ensure that its business operates without material detriment from any natural or artificial disaster, war, catastrophe, failure or incapacitation of its vendors, intellectual property restrictions, or other such events which may affect Bitaccess ability to provide its services hereunder ("Disaster Recovery Plan"). This Disaster Recovery Plan must be, on an annual basis starting with the first anniversary of this Agreement, independently audited by a reputable third-party firm satisfactory to Customer and tested by a reputable third party firm satisfactory to Customer and share the results of such third party audit with Customer after such audit is completed but, in any event, at least once per year.

DocuSign Envelope ID: 5AB2A1A7-CBD8-4657-93F1-956B8608FB93

11.12 **Natural Progression.** Bitaccess shall ensure that it invests adequate time, resources, and expenditures into ensuring that the products and services offered by Bitaccess stay up to date and competitive with those of Bitaccess's same industry including, but not limited to, by improving service times, adding additional features as-then made available by Bitaccess's competitors, and other such improvements. Moreover, Bitaccess shall permit Customer to determine which projects shall take priority in Bitaccess's development schedule and ensure that such priorities are completed according to the timeline set forth by Customer.

11.13 **Dedicated Resources; Conversions**. In the event of a conversion whereby Customer switches, in whole or in part, to products and services offered by Bitaccess to Customer ("Conversion"), Bitaccess shall identify not less than three employees of on an as needed basis to assist Customer's conversion progress ("Conversion Team"). Such Conversion Team shall use commercially reasonable efforts to respond within four hours on business days, to Customer's requests and communications, and fully assist as directed by Customer with such Conversion. Such Conversion Team shall be provided and supported solely at Bitaccess's expense . Bitaccess, in the event of a Conversion, shall promptly ensure that Bitaccess systems and software integrate fully with the pre-approved list of vendors' product(s) as set forth below, and which Customer is, at the time of such request, under contract with to provide services to Customer. Customer shall, at Customer's cost, provide reasonable cooperation to facilitate necessary integrations from such vendors. The pre-approved list shall include: LexisNexis Bridger, LexisNexis Smartlinks, and ComplyAdvantage Transaction Monitoring. For any other vendors' products not expressly set forth herein, Bitaccess shall use commercially reasonable efforts to ensure full integration and compatibility as described herein, subject to Customer's provision of reasonable cooperation to facilitate necessary integrations from such vendors and Customer bearing the costs of the same.

11.14 **MFN**. Bitaccess shall make available to and offer to Customer the lowest pricing that it offers to any other similarly situated customer having regard to the products and services ordered, volume commitments and the contractual terms taken in aggregate. Bitaccess shall notify Customer of such lower pricing within 24 hours of offering such lower pricing to another customer. Such lower pricing, upon Customer's acceptance, shall be effective immediately.

11.15 **Further Assurances**. Each party shall and shall cause its respective personnel and affiliates to, from time to time at the request of the other party, without any additional consideration, furnish the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, as may be reasonably necessary or desirable to carry out the provisions of this Agreement and any and all conveyances, licenses, transfers, assignments, or other such grants of rights contemplated by this Agreement and give effect to the transactions contemplated thereby.

T

his is Exhibit "V" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

DocuSign Envelope ID: 3C863A06-D464-4BC7-8D42-044B7E3F6C40

AMENDMENT

TO

SOFTWARE AND SERVICES AGREEMENT

Dated April 9, 2021

BETWEEN

Bitaccess Inc. ("Bitaccess")

AND

Lux Vending LLC d/b/a Bitcoin Depot. ("Bitcoin Depot")

THIS Amendment Agreement (the "**Amendment"**) to the Bitaccess Software and Services Agreement dated April 9, 2021 entered into by and between Bitaccess and Bitcoin Depot (the "**Agreement**") is entered into by and between Bitaccess and Bitcoin Depot, with an effective date of February 7, 2022 (the "**Amendment Effective Date**").

WHEREAS, Bitaccess and Bitcoin Depot (each a "**Party**" and together the "**Parties**") desire to modify and amend the Agreement to amongst other things, extend the terms of the Agreement to include new features and functionality on the terms of this Amendment,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services Schedule.** Attachment A hereto sets out the terms for development and provision of additional features and functionality of the BTM Service and is added as a new Schedule C to the Agreement.

ENTIRE AGREEMENT. This Amendment, together with the Agreement, sets forth the entire agreement between the Parties with respect to the matters set forth herein and supersedes all prior and contemporaneous discussions or understandings between them relating thereto. Capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Agreement. Except as otherwise expressly set forth herein, the Agreement and each and every provision thereof shall remain in full force and effect. In the event of an inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail. No modification of this Amendment shall be valid unless done via a written instrument signed by both Parties which specifically states its intent to modify this Amendment.

DocuSign Envelope ID: 3C863A06-D464-4BC7-8D42-044B7E3F6C40

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Agreement by their respective duly authorized officers to be effective as of the Amendment Effective Date.

BITACCESS INC.

By: DocuSigned by: Moe Adham 67F8BA6989B846E...

Name: Moe Adham

Title: Director

LUX VENDING LLC

By: DocuSigned by: Brandon Mintz 0B9593076004485...

Name: Brandon Mintz

Title: CEO

DocuSign Envelope ID: 3C863A06-D464-4BC7-8D42-044B7E3F6C40

ATTACHMENT A
SCHEDULE C – SERVICE SCHEDULE
BA LOAD TRANSACTION PROCESSING

This Schedule C sets out the terms on which Bitaccess will develop and make available to Bitcoin Depot additional features and functionality within Bitaccess' proprietary software and firmware to enable transaction processing as further described herein (the "**Transaction Processing Service**"). On completion of development and acceptance testing, the Transaction Processing Service will be made available to Bitcoin Depot for licensed use as part of the BTM Service and Device Software on the terms of the Agreement unless otherwise stated herein.

I. Service Description

It is intended that the Transaction Processing Service will support Bitcoin Depot's offering to customers whereby, via its vendor Incomm, Inc., Bitcoin Depot will allow customers to tender cash at physical locations to pay for orders placed on Bitcoin Depot's mobile application (this offering is hereinafter referred to as **"Incomm**"). Bitaccess will use commercially reasonable efforts to: (i) comply with the document titled Lux Vending Incomm Project Options; and (ii) provide the following features and functionality within the Transaction Processing Service:

- Signup and Registration
  - Bitaccess to provide an API endpoint to register customers with Bitaccess' software offerings and Bitcoin Depot's goods and services.
  - The registration API request will, at minimum, occur during customer signup of Bitcoin Depot Mobile app.
  - The API endpoint must, at minimum, meet all of the specifications set forth by Bitcoin Depot from time to time including, but not limited to, collecting customer information and transmitting it to Bitcoin Depot's selected software solution(s) ("**Incomm API**").
- Location Services
  - Bitaccess shall import all Incomm participating locations through the Incomm API and modify or identify Incomm in Bitaccess' Partner API.
  - The Incomm import will be scheduled and performed on a daily basis and add any new locations which participate with Incomm.
  - Bitcoin Depot to provide a list of states where Bitcoin depot is licensed to do business or permitted to operate. Bitaccess will need to verify, on a case by case basis, if a customer attempting to purchase cryptocurrency via a Bitcoin Depot offering is allowed to purchase cryptocurrency sold by Bitcoin Depot based on that customer's home address.
  - Bitaccess import process of Incomm locations will need, at minimum, to identify non-participating locations of retail chain. The identification of non-participating locations will be identified via Servicer Provider's Partner API and Bitcoin Depot will filter non-participating locations from location listings for the Bitcoin Depot Mobile App.
- Order Process
  - Bitaccess to modify or develop web app interface to allow customer to purchase cryptocurrency from Bitcoin Depot with cash tendered at Incomm participating locations. The interface and UI will be based on the specifications provided to Bitaccess by Bitcoin Depot.

- Bitaccess to provide URL link(s) to order process web app for customers to load an order for cryptocurrency which can later be paid for with cash at an Incomm location. Login to the web app will be dependent on customer phone # and token provided to the customer during registration process, the URL link to be accessed from Bitcoin Depot mobile phone app.
- If an order is from a new customer, Bitaccess, via Bitaccess' software offerings, will collect KYC information dependent on compliance tier requirements provided by Bitcoin Depot. KYC process will include, but is not limited to, collection and verification of Photo ID (front and back), selfie and collecting and verifying email, and other such requirements as set forth by Bitcoin Depot from time to time which are agreed in writing by Bitaccess.
- On completion and verification of a purchase, wherein the Incomm program vendor notifies Bitcoin Depot that payment of cash has been received for such purchase, through an Incomm location, a notification will be sent to Bitcoin Depot though the current Partner Interface made available by Bitaccess.
- Bitaccess to provide URL link for each purchase whereby customers can check the status of their active order. URL link to be accessed from Bitcoin Depot mobile phone app.
- Bitaccess to provide URL link for customers to check the status of their KYC approval. URL link to be accessed from Bitcoin Depot mobile phone app.

- Incomm Vanilla Integration
  - Bitaccess will develop the Incomm high-tech and secure authorization API to receive purchases from participating Incomm locations. Bitaccess process will need to handle fault scenarios in communication and with Bitcoin Depot's Incomm vendor.
  - Bitaccess will generate the barcodes to be used during the cash purchase order process of the Incomm program.
  - Bitaccess to generate a daily settlement file for transaction processed for Incomm retail purchase in accordance with Bitcoin Depot's specifications. File to be sent to Bitcoin Depot in accordance with Bitcoin Depot's specifications. Delivery mechanism to be selected by Bitcoin Depot if agreed in writing with Bitaccess.
  - Bitaccess shall ensure that each customer, at the conclusion of each purchase, is provided an electronic receipt for cash purchase transaction containing, at minimum, the amount of fees paid by the customer, the amount of cryptocurrency sent to the customer, the amount paid by the customer, the date of the transaction, and other such information as available and reasonably required by Bitcoin Depot from time to time.
- Processing Service
  - Bitaccess to manage customer transaction issues and service issues in accordance with Bitcoin Depot specifications and requirements requested by Bitcoin Depot from time to time, provided such specification sand requirements are agreed by Bitaccess in writing.

II. **Dependences.** Bitcoin Depot acknowledges and agrees that the success of the development and launch of the Transaction Processing Service by the Availability Date (as defined below) is dependent on Bitcoin Depot providing a version of the Bitcoin Depot mobile app which integrates the Transaction Processing Service into a web view which incorporates an API provides relevant customer data to the processing service to enable

DocuSign Envelope ID: 3C863A06-D464-4BC7-8D42-044B7E3F6C40

transaction processing. Bicoin Depot shall ensure that the Bitcoin Depot mobile app is available for integration no later than April 5, 2022 (the "**Integration Date**") and Bitaccess acknowledges that the same has been made available by Bitcoin Depot to enable testing to establish whether or not the Transaction Processing Service can operate as intended. If Bitcoin Depot fails to deliver the mobile app ready for integration testing by the Integration Date, Bitaccess will not be liable and the Availability Date will be extended to be a date two (2) weeks from the actual date of delivery of the Bitcoin Depot mobile app which meets the parameters above.

III. **Period of Performance; Termination**. Work on the Transaction Processing Service will commence on February 7, 2022 (the "**Start Date**") and is expected to be available for user acceptance testing on or around April 1
8th 2022 ("**Availability Date**"). The Availability Date of this Service Schedule may be extended by the Parties mutual agreement provided, however, that if the Parties do not mutual agree to extend the Availability Date this Service Schedule shall terminate at the end of the Availability Date. Bitcoin Depot acknowledges that the development and delivery by the Availability Date contemplated by this Services Schedule is not a guarantee and accordingly Bitaccess will have no liability whatsoever to Bitcoin Depot or anyone else for any failure to deliver the Transaction Processing Service in whole or in part by the Availability Date so long as Bitaccess has taken material steps towards the completion of the Transaction Processing Service. For greater certainty, termination of this Service Schedule does not affect or terminate the Agreement.

IV. Fees. On completion and acceptance, the Transaction Processing Service will form part of the BTM Service licensed on the same terms of service, service levels and fee structure set out in the Agreement. Further, in consideration for the accelerated development of the Transaction Processing Service, Bitcoin Dept agrees to pay Bitaccess: (i) a flat fee of USD $35,000.00 per month from the Start Date until the Availability Date (as the same may be extended in accordance with Section II above); and (ii) USD $35,000.00 as a minimum guaranteed revenue generated from use of the Transaction Processing Service after the Availability Date (the "**Committed TP Fee**"). Commencing from the Start Date, the **Committed** TP Fee shall accrue for twelve (12) months immediately following the Start Date (the "**TP Term**"). For greater certainty, the Committed TP Fee constitutes a guaranteed minimum payment which will be due and payable by Bitcoin Depot to Bitaccess during the TP Term irrespective of use of the Transaction Processing Service or BTM Service or actual transaction volumes generated in accordance with the BTM Service Fee terms of the Agreement. Notwithstanding the foregoing, the Committed TP Fee shall not be due if Bitaccess does not take material steps to complete the development work on the Transaction Processing Service nor shall the Committed TP Fee be due if, for any reason, Bitaccess abandons work on the Transaction Processing Service or otherwise stops performance under this Service Schedule provided such failure or abandonment is not due in whole or in part to the acts or omissions Bitcoin Depot or any delays due to Bitcoin Depot's failure to meet the deadlines and its obligations under Dependencies II above.

Notwithstanding the generality of the foregoing, if this Service Schedule terminates due to Bitaccess' inability to deliver the Transaction Processing Service by the Availability Date, Bitcoin Depot's obligation to pay the Committed TP Fee for future months will automatically terminate in respect of any month after the effective date of termination.

V. Intellectual Property. Bitcoin Depot acknowledges and agrees that all right, title and interest in and to the intellectual property of the Transaction Processing Service (including all

software developed in connection with the same) will be owned exclusively by Bitaccess. Bitcoin Depot acknowledges and agrees that the work carried out under this Services Schedules does not constitute a 'work made for hire' for Bitcoin Depot or any third party.

VI. Exclusivity. In consideration of the Committed TP Fee, for a period from the Amendment Effective Date through January 1, 2023, Bitaccess shall not make the Transaction Processing Service available to the following entities: Cash Cloud Inc (dba Coin Cloud), RockitCoin LLC and JustDigitalCoin LLC.

VII. Continued Service. Bitcoin Depot will have the right to continue using the Transaction Processing Service, and Bitaccess shall not discontinue provision of the same, after the expiry of the TP Term if the transactional volume generated by Bitcoin Depot's use of the Transaction Processing Service is at least USD $3,000,000.00 per calendar year of the TP Term.

This is Exhibit "W" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

CANADIAN PLEDGE AND SECURITY AGREEMENT

Dated as of December 21, 2020

among

EXPRESS VENDING INC.,

as Grantor,

and

SILVERPEAK CREDIT PARTNERS, LP,

as Administrative Agent

CANADIAN PLEDGE AND SECURITY AGREEMENT

This **PLEDGE AND SECURITY AGREEMENT** (this "Agreement"), dated as of December 21, 2020, is made by EXPRESS VENDING INC., a British Columbia corporation, and each other Person that executes a supplement hereto and becomes an "Additional Grantor" hereunder (each a "Grantor" and collectively, the "Grantors"), in favor of SILVERPEAK CREDIT PARTNERS, LP, in its capacity as Administrative Agent for the Lender Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent").

RECITALS:

WHEREAS, BT ASSETS, INC., a Delaware corporation ("Holdings"), LUX VENDING, LLC, a Georgia limited liability company (the "Borrower"), each Person listed as a "Subsidiary Guarantor" on the signature pages thereto and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined therein), each a "Guarantor" and collectively with Holdings, the "Guarantors", the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), and Administrative Agent are parties to that certain Credit Agreement, dated as of the date hereof (such agreement, as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make certain term loans to the Borrower (each a "Loan" and collectively, the "Loans");

WHEREAS, it is a condition precedent to the Lenders making the Loans to the Borrower pursuant to the Credit Agreement that each Grantor shall have executed and delivered to Administrative Agent a pledge to Administrative Agent, for the benefit of the Lender Parties, and a grant to Administrative Agent, for the benefit of the Lender Parties, of a security interest in and Lien on all Collateral (as defined below) of such Grantor; and

WHEREAS, each Grantor has determined that the execution, delivery and performance of this Agreement directly benefit, and are in the best interest of, such Grantor.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce Administrative Agent, the Lenders and the other Lender Parties to make and maintain the Loans and to provide other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors hereby jointly and severally agree with Administrative Agent, for the benefit of the Lender Parties, as follows:

SECTION 1. Definitions.

(a) All capitalized terms used in this Agreement and the recitals hereto which are not otherwise defined herein shall have the meanings set forth in the Credit Agreement, or if not defined in the Credit Agreement, shall have the meanings set forth in the PPSA (as defined below); provided that terms used herein which are defined in the PPSA on the date hereof shall

continue to have the same meaning notwithstanding any replacement or amendment of such statute except as Administrative Agent may otherwise determine.

(b) Subject to the foregoing subsection (a), the following terms shall have the respective meanings provided for in the PPSA: "Account", "Account Debtor", "Chattel Paper", "Electronic Chattel Paper", "Equipment", "Fixtures", "Goods", "Instruments", "Intangible", "Inventory", "Investment Property", "Proceeds", "Securities Account", and "Security Entitlement".

(c) Reference is hereby made to Section 1.02 of the Credit Agreement, the terms of which are hereby incorporated by reference herein as if fully set forth herein.

(d) As used in this Agreement, the following terms shall have the respective meanings indicated below:

"Additional Collateral" has the meaning specified therefor in Section 4(a) hereof.

"CIPO" means the Canadian Intellectual Property Office or any successor office.

"Copyrights" means any and all rights in any published and unpublished works of authorship, including (i) copyrights and moral rights, (ii) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule II hereto, (iii) all renewals, extensions, restorations and reversions thereof, (iv) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (v) the right to sue for past, present, and future infringements thereof, and (vi) all of each Grantor's rights corresponding thereto throughout the world.

"Excluded Account" means (i) any deposit account which is used solely and exclusively (A) to fund payroll and employee benefit plans, (B) as a withholding tax account, (C) as a trust or fiduciary account exclusively holding funds for the benefit of third parties in an amount equal to the amount required to be paid to such third party, and (ii) any deposit account used solely as a zero balance account.

"Excluded Assets" means (i) any rights or interests in any lease, license, contract, or agreement, as such or the assets subject thereto if under the terms of such lease, license, contract, or agreement, or applicable Law with respect thereto, the grant of a Lien therein or in such assets to Administrative Agent is prohibited (or would allow the counterparty thereto to terminate such license, lease, contract or agreement) and such prohibition (or right to terminate) has not been or is not waived or the consent of the other party to such lease, license, contract, or agreement has not been or is not otherwise obtained or under applicable Law such prohibition (or right to terminate) cannot be waived; provided, that the foregoing exclusion shall in no way be construed (x) to apply if any such prohibition would be rendered ineffective under the PPSA or other applicable Law, (y) so as to limit, impair or otherwise affect Administrative Agent's

unconditional continuing Liens upon any rights or interests of any Grantor in or to the Proceeds thereof (including proceeds from the sale, license, lease or other disposition thereof), including monies due or to become due under any such lease, license, contract, or agreement (including any Accounts) to the extent such Proceeds would not otherwise constitute Excluded Assets, or (z) to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "Collateral" shall include any portion of such lease, license, contract, agreement or assets subject thereto that does not result in such prohibition, (ii) any intent-to-use application for registration of a trademark filed with CIPO, prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" or similar filing with respect thereto (only to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable Law), and (iii) any Excluded Accounts; provided that Excluded Assets shall not include any Proceeds, substitutions or replacements of any Excluded Assets (unless such Proceeds, substitutions or replacements would otherwise independently constitute Excluded Assets).

"Existing Issuer" has the meaning specified therefor in the definition of the term "Pledged Shares".

"Goodwill" means the goodwill connected with a Person's business including, without limitation, (i) all goodwill connected with the use of and symbolized by any of the other Intellectual Property in which such Person has any interest and (ii) all know-how, trade secrets, customer and supplier lists, technology, proprietary information, inventions (whether or not patentable), methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill.

"Intellectual Property" means any and all Patents, Copyrights, Trademarks and Goodwill.

"Licenses" means, with respect to any Person (the "Specified Party"), (i) any licenses, distribution agreements or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (B) the license agreements listed on Schedule III hereto, and (C) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of Administrative Agent's and the other Lender Parties' rights under the Loan Documents.

"Patents" means patents and patent applications (whether established or registered or recorded in Canada or any other country or any political subdivision thereof), including the

patents and patent applications listed on Schedule IV hereto, together with any and all (i) rights and privileges arising under applicable Law with respect to use of any patents, (ii) inventions and improvements described and claimed therein, (ii) continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) income, fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) rights corresponding thereto throughout the world.

"Personal Property Security Act" or "PPSA" means the *Personal Property Security Act* (British Columbia), and the regulations promulgated thereunder and other applicable personal property security legislation of Canada or any applicable Canadian province or provinces in respect of the Grantors or Collateral (including the Civil Code of Quebec and the regulation respecting the register of personal and movable real rights promulgated thereunder) as all such legislation now exists or may from time to time hereafter be amended, modified, supplemented or replaced, together with all rules, regulations and interpretations thereunder or related thereto.

"Pledged Debt" means the indebtedness described in Schedule X hereto and all indebtedness from time to time owned or acquired by a Grantor, the promissory notes and other Instruments evidencing any or all of such indebtedness, and all Instruments, notes, debentures, bonds, promissory notes or other evidences of indebtedness and all other property similar to the foregoing from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

"Pledged Interests" means, collectively, (a) the Pledged Debt, (b) the Pledged Shares and (c) all Security Entitlements in any and all of the foregoing.

"Pledged Issuer" has the meaning specified therefor in the definition of the term "Pledged Shares".

"Pledged Shares" means (a) the shares of Equity Interests described in Schedule XI hereto, whether or not evidenced or represented by any stock certificate or certificated security, issued by the Persons described in such Schedule XI (the "Existing Issuers"), (b) the shares of Equity Interests at any time and from time to time acquired by a Grantor of any and all Persons now or hereafter existing (such Persons, together with the Existing Issuers, being hereinafter referred to collectively as the "Pledged Issuers" and each individually as a "Pledged Issuer"), whether or not evidenced or represented by any stock certificate or certificated security, and (c) the certificates representing such shares of Equity Interests, all options and other rights, contractual or otherwise, in respect thereof and all Investment Property, financial assets, securities, Equity Interests, other equity interests, options and all other property similar to the foregoing (including, without limitation, any stock dividend and any distribution in connection with a stock split) from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests.

"Secured Obligations" has the meaning assigned to such term in Section 3 hereof.

"Securities Act" means the *Securities Act* (British Columbia), as amended, and the rules and regulations thereunder, all as the same shall be in effect from time to time.

"Securities Transfer Act" or "STA" means the *Securities Transfer Act* (British Columbia) and comparable securities transfer legislation in effect in any other jurisdiction, as such legislation may be amended, consolidated or replaced from time to time.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, sound marks, registered service marks, brand names, certification marks, collective marks, uniform resource locations (URL's), domain names, logos, symbols, trade dress, assumed names, fictitious names and service mark applications, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in Canada or any other country or any political subdivision thereof) including the registrations and applications listed on Schedule V hereto, together with (i) all extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (v) all of each Grantor's rights corresponding thereto throughout the world.

SECTION 2. Grant of Security Interest.

As collateral security for the payment, performance and observance of all of the Secured Obligations, each Grantor hereby pledges, transfers, conveys, mortgages, charges, hypothecates, assigns, and hereby grants to the Administrative Agent, for the benefit of the Lender Parties, a continuing security interest in all of such Grantor's right, title and interest in and to the following properties, assets and rights, and in all similar properties, assets and rights that the Grantor has or is deemed by law to have rights in or the power to convey rights in, wherever located and whether such right, title and interest of the Grantor therein is now or hereafter existing and whether now owned or hereafter acquired (all being collectively referred to herein as the "Collateral"):

(a) all Accounts;

(b) all Goods, including, without limitation, all Equipment (including rolling stock), Fixtures and Inventory;

(c) all Chattel Paper;

(d) all commodity accounts;

(e) all deposit accounts, all cash, and all other property from time to time deposited therein or otherwise credited thereto;

(f) all documents;

(g) all general Intangibles (including, without limitation, all payment intangibles, Intellectual Property and Licenses);

(h) all Instruments (including, without limitation, all promissory notes);

(i) all Investment Property;

(j) all letter of credit;

(k) all Pledged Interests;

(l) all Securities Accounts;

(m) all books, correspondence, files and other records, including, without limitation, all tapes, disks, cards, software, data and computer programs in the possession or under the control of such Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 hereof;

(n) all money, Cash Equivalents, or other assets of such Grantor that now or hereafter come into the possession, custody, or control of Administrative Agent (or its agent or designee) or any other Lender Party; and

(o) all Proceeds, including all Cash Proceeds and non-Cash Proceeds, and products, in each case whether tangible or intangible, of any and all of the foregoing Collateral,

in each case howsoever such Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

SECTION 3. Security for Secured Obligations.

The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Secured Obligations"):

(a) the prompt payment by each Grantor, as and when due and payable (whether by scheduled maturity, mandatory prepayment, acceleration, demand or otherwise), of all amounts from time to time owing by it in respect of (i) the Obligations, and (ii) in the case of a Guarantor, all amounts from time to time owing by such Grantor in respect of its guarantee made pursuant to Article XI of the Credit Agreement or under any other Guarantee to which it is a party with respect to such Obligations; and

(b) the due performance and observance by each Grantor of all of its other obligations from time to time existing in respect of the Loan Documents.

SECTION 4. Delivery of the Pledged Interests.

(a) All promissory notes and other Instruments evidencing Pledged Debt having a face amount in excess of $50,000 and all certificates currently representing Pledged Shares shall be delivered to Administrative Agent on or prior to the Closing Date. All hereafter acquired promissory notes and other Instruments having a face amount in excess of $50,000 and certificates constituting Pledged Shares (the "Additional Collateral") shall be delivered to Administrative Agent promptly upon, but in any event within fifteen (15) days after, receipt thereof by or on behalf of any of the Grantors (or such longer period as Administrative Agent may agree in its sole discretion). All such promissory notes, certificates and Instruments described in the two preceding sentences shall be held by or on behalf of Administrative Agent pursuant hereto and shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment or undated stock powers executed in blank, in form and substance reasonably satisfactory to Administrative Agent, and in the case of certificates constituting Pledged Shares, shall be accompanied by an irrevocable proxy in the form attached hereto as Exhibit A and a Registration Page executed in blank in the form of Exhibit B.

(b) Promptly, but in any event within fifteen (15) days after the receipt by a Grantor of any Additional Collateral (or such longer period as Administrative Agent may agree in its sole discretion), a Pledge Amendment, duly executed by such Grantor, in substantially the form of Exhibit C hereto (a "Pledge Amendment"), shall be delivered to Administrative Agent, in respect of the Additional Collateral that must be pledged pursuant to this Agreement. The Pledge Amendment shall from and after delivery thereof constitute part of Schedule X and Schedule XI hereto. Each Grantor hereby authorizes Administrative Agent to attach each Pledge Amendment to this Agreement and agrees that all promissory notes, certificates or Instruments listed on any Pledge Amendment delivered to Administrative Agent shall for all purposes hereunder constitute Pledged Interests, and such Grantor shall be deemed upon delivery thereof to have made the representations and warranties set forth in Section 5 hereof with respect to such Additional Collateral.

SECTION 5. Representations and Warranties.

Each Grantor jointly and severally represents and warrants as follows:

(a) Schedule I hereto (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof) sets forth (i) the exact legal name of such Grantor, (ii) the state or jurisdiction of organization of such Grantor, (iii) the type of organization of such Grantor and (iv) the organizational identification number of such Grantor or states that no such organizational identification number exists.

(b) As of the Closing Date, there is no pending or, to the actual knowledge of such Grantor, threatened action, suit, proceeding or claim in writing before any court or other Governmental Authority or any arbitrator, or any order, judgment or award by any court or other Governmental Authority or any arbitrator that could reasonably be expected to adversely affect the grant by such Grantor, or the perfection, of the security interest purported to be created hereby in Collateral, or the exercise by Administrative Agent of any of its rights or remedies hereunder.

(c) Such Grantor's chief place of business and chief executive office and the place where such Grantor keeps its material records concerning Accounts and, other than those originals that have been delivered to Administrative Agent pursuant to the terms of this Agreement, all originals of such Grantor's Chattel Paper and Instruments, to the extent existing in original hardcopy form, are located at the addresses specified therefor in Schedule VI hereto (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof). None of the Accounts is evidenced by promissory notes or other Instruments, except for those that have been delivered to Administrative Agent, if required herein. Set forth in Schedule VII hereto is a complete and accurate list, as of the Closing Date, of each deposit account, Securities Account and commodity account of such Grantor, together with the name and address of each institution at which each such account is maintained, the account number for each such account, and an indication of whether each such account is an Excluded Account (and if so, the reason therefor). Set forth in Schedule V hereto is, as of the Closing Date, (i) a complete and correct list of each trade name used by such Grantor and (ii) the name of, and each trade name used by, each Person from which such Grantor has acquired any substantial part of the Collateral within five (5) years prior to the date hereof.

(d) As of the Closing Date, (i) Schedule II is a complete and accurate list of all registered Copyrights owned by such Grantor, all applications for registration of Copyrights owned by such Grantor, and all other Copyrights owned by such Grantor and material to the conduct of the business of such Grantor; (ii) Schedule III provides a complete and accurate list of (x) all material Licenses entered into by such Grantor and (y) all Licenses entered into by such Grantor containing any exclusivity or like provisions or restrictions which could limit the right or ability of such Grantor to operate its business or exercise any other rights with respect to any Intellectual Property of such Grantor; (iii) Schedule IV provides a complete and accurate list of all issued Patents owned by such Grantor and all applications for Patents owned by such Grantor; and (iv) Schedule V provides a complete and correct list of all registered Trademarks owned by such Grantor, all applications for registration of Trademarks owned by such Grantor, and all other Trademarks owned by such Grantor and material to the conduct of the business of such Grantor.

(e) (i) Such Grantor owns, or holds licenses in, or otherwise possesses legally enforceable rights in, all Intellectual Property that is material to the operation of its business as currently conducted.

(ii) As of the Closing Date, no claims with respect to the Intellectual Property rights of such Grantor are pending or, to the actual knowledge of such Grantor, threatened in writing against such Grantor or, to the actual knowledge of such Grantor, any other Person, (i)

alleging that the licensing or use of any Intellectual Property by such Grantor or any third party, or the operation of such Grantor's business, infringes, misappropriates, or otherwise violates any intellectual property rights of any third party, (ii) against the use by such Grantor or any third party of any technology, know-how or computer software used in such Grantor's business as currently conducted, or (iii) challenging the ownership by such Grantor, or the validity or effectiveness, of any such Intellectual Property, nor, to the actual knowledge of such Grantor, is there a basis for any such claims, except where any failure to comply with any of the foregoing could not reasonably be expected to result in a Material Adverse Effect.

(f) To the actual knowledge of such Grantor, (i) such Grantor has not infringed, misappropriated, or otherwise violated any intellectual property rights of any third party, (ii) none of the Intellectual Property rights of such Grantor (nor the use, licensing or other exploitation of any Intellectual Property of such Grantor) infringes, misappropriates, or otherwise violates any intellectual property rights of any third party, and (iii) no third party is currently or has infringed, misappropriated, or otherwise violated any of the Intellectual Property rights of such Grantor, except where any failure to comply with any of the foregoing could not reasonably be expected to result in a Material Adverse Effect.

(g) All registered Copyrights, registered Trademarks, and issued Patents that are owned by such Grantor are valid, subsisting and enforceable and have at all times been in compliance with all laws, rules, regulations, and orders of any Governmental Authority applicable thereto, except where any failure to comply with the foregoing could not reasonably be expected to result in a Material Adverse Effect. Such Grantor has used commercially reasonable measures to maintain and protect all trade secrets and other information of a confidential nature included among the Collateral. To the actual knowledge of such Grantor, there has been no unauthorized access, disclosure, or use of such trade secrets or information.

(h) The Pledged Shares have been duly authorized and validly issued and are fully paid and, to the extent applicable, non-assessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. Except as noted in Schedule XI hereto, the Pledged Shares constitute 100% of the issued shares of Equity Interests of the Pledged Issuers as of the date hereof. All other shares of Equity Interests constituting Pledged Shares will be duly authorized and validly issued, fully paid and non-assessable.

(i) The exercise by Administrative Agent of any of its rights and remedies hereunder will not contravene any law or any material contractual restriction binding on or otherwise affecting such Grantor or any of its properties and will not result in, or require the creation of, any Lien upon or with respect to any of its properties (other than the Lien granted to Administrative Agent pursuant to this Agreement).

(j) No authorization or approval or other action by, and no notice to or filing with any Governmental Authority is required for (i) the due execution, delivery and performance by such Grantor of this Agreement, (ii) the grant by such Grantor of the security interest purported to be created hereby in the Collateral or (iii) the exercise by Administrative Agent of any of its

rights and remedies hereunder, except as required by the Perfection Requirements (defined below) and as may be required in connection with any sale of any Pledged Interests by laws affecting the offering and sale of securities generally, or as required under the PPSA. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required for the perfection of the security interest purported to be created hereby in the Collateral, except (A) for the filing under the PPSA as in effect in the applicable jurisdiction of the financing statements described in Schedule VIII hereto, (B) with respect to the perfection of the security interest created hereby in the Canadian Intellectual Property and Licenses, for the recording of the appropriate Grant of a Security Interest, substantially in the form of Exhibit D hereto in CIPO, (C) with respect to any action that may be necessary to obtain control of Collateral constituting deposit accounts, Securities Accounts, commodity accounts, Electronic Chattel Paper, Investment Property or letter of credit, the taking of such actions, and (D) Administrative Agent's having possession of all documents, tangible Chattel Paper, Instruments and cash constituting Collateral (subclauses (A), (B), (C), and (D), each a "Perfection Requirement" and collectively, the "Perfection Requirements"). Notwithstanding the foregoing, no representation or warranty is made under this Agreement with respect to the legality, validity, enforceability, perfection or priority of any Liens on the Collateral under the laws of any jurisdiction outside of Canada, it being agreed to and understood that any such representation or warranty shall be made solely in the applicable documentation creating and perfecting such Liens pursuant to, and in accordance with, the local law of such jurisdiction.

(k) This Agreement creates a legal, valid and enforceable security interest in favor of Administrative Agent, for the benefit of the Lender Parties, in the Collateral, as security for the Secured Obligations. The compliance with the Perfection Requirements will result in the perfection of such security interests under the PPSA. Such security interests are, or in the case of Collateral in which such Grantor obtains rights after the date hereof, will be, perfected security interests, subject only to Permitted Liens, and the recording of such instruments of assignment described above.

(l) Such Grantor has no letters of credit.

SECTION 6. Covenants as to the Collateral.

Prior to the Payment in Full of the Obligations, unless Administrative Agent shall otherwise consent in writing:

(a) Further Assurances. Each Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or that Administrative Agent may reasonably request in order (i) to perfect and protect, or maintain the perfection of, the security interest and Lien purported to be created hereby; (ii) to enable Administrative Agent to exercise and enforce its rights and remedies in respect of the Collateral in accordance with the terms and provisions hereof and of the other Loan Documents; or (iii) otherwise to effect the purposes of this Agreement, including, without limitation: (A) marking conspicuously all Chattel Paper and Instruments having a face

amount in excess of $50,000 and, if requested by Administrative Agent upon the occurrence and during the continuance of an Event of Default, all of its records pertaining to the Collateral with a legend, in form and substance reasonably satisfactory to Administrative Agent, indicating that such Chattel Paper, Instrument or Collateral is subject to the security interest created hereby, (B) if any Account shall be evidenced by a promissory note or other Instrument or Chattel Paper having a face amount in excess of $50,000, delivering and pledging to Administrative Agent such promissory note, other Instrument or Chattel Paper within fifteen (15) days of the creation or acquisition thereof (or such longer period as Administrative Agent may agree in its sole discretion), duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to Administrative Agent, (C) filing or authenticating the filing of, such financing or continuation statements, or amendments thereto, (D) with respect to Intellectual Property hereafter existing and not covered by an appropriate security interest grant, within fifteen (15) days of the existence thereof (or such longer period as Administrative Agent may agree in its reasonable discretion), executing and recording in CIPO appropriate instruments granting a security interest, as may be necessary or desirable or that Administrative Agent may request in order to perfect and preserve the security interest purported to be created hereby, (E) delivering to Administrative Agent irrevocable proxies in respect of the Pledged Shares, (F) furnishing to Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Administrative Agent may reasonably request, all in reasonable detail, and (G) taking all actions required by law in any relevant PPSA jurisdiction or otherwise, or, in connection with Pledged Shares not constituting Excluded Assets, by other law as applicable in any foreign jurisdiction (solely to the extent such Pledged Shares are certificated under the law of the applicable foreign jurisdiction). No Grantor shall take or fail to take any action which could reasonably be expected to impair the validity or enforceability of Administrative Agent's security interest in and Lien on any material Collateral or any material portion of the Collateral.

(b) Location of Equipment and Inventory. Each Grantor will promptly (but in any event, not later than fifteen (15) days from the date of the establishment of such new location of Collateral) notify Administrative Agent in writing of any new location of Collateral, except for locations at which less than $50,000 of Collateral will be located. Upon notification to Administrative Agent, Schedule VI hereto shall automatically be deemed updated to reflect such new location of Collateral.

(c) Provisions Concerning the Accounts. Each Grantor will, except as otherwise provided in this subsection (c), continue to collect, at its own expense, all amounts due or to become due under the Accounts and all payment rights arising under Chattel Paper, Instruments and payment intangibles. Administrative Agent shall have the right at any time, upon the occurrence and during the continuance of an Event of Default, to notify the Account Debtors or obligors under any Accounts of the assignment of such Accounts to Administrative Agent and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to Administrative Agent or its designated agent and, upon such notification and at the expense of such Grantor and to the extent permitted by law, to enforce

collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor would have had the right to do. After receipt by any Grantor of notice from Administrative Agent that Administrative Agent has notified, intends to notify, or has enforced or intends to enforce a Grantor's rights against the Account Debtors or obligors under any Accounts as referred to in the immediately preceding sentence, all amounts and proceeds (including Instruments) received by such Grantor in respect of the Accounts shall be received in trust for the benefit of Administrative Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over to Administrative Agent or its designated agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and applied as specified in Section 9(c) hereof.

(d) Provisions Concerning the Pledged Interests. Each Grantor will, at the Grantors' joint and several expense, defend Administrative Agent's right, title and security interest in and to the Pledged Interests against the claims of any Person (other than Permitted Liens) and will not make or consent to any amendment or other modification or waiver with respect to any Pledged Interests or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests, other than as permitted under the Loan Documents.

(e) Intellectual Property.

(i) Upon the request of Administrative Agent, in order to facilitate filings with CIPO with respect to registered Canadian Intellectual Property, each Grantor shall execute and deliver to Administrative Agent one or more copyright security agreements, trademark security agreements, or patent security agreements to further evidence Administrative Agent's Lien on such Grantor's Patents, Trademarks, or Copyrights, and the general Intangibles of such Grantor relating thereto or represented thereby.

(ii) Each Grantor shall have the duty, with respect to material Intellectual Property (including that which is reasonably necessary in the conduct of such Grantor's business), to take commercially reasonable efforts to protect and diligently enforce and defend at such Grantor's expense such Intellectual Property, including (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (D) to take all commercially reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights, Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of non-contestability. Each Grantor further agrees not to abandon any material Intellectual Property or material Intellectual Property License which is reasonably necessary in the conduct of such Grantor's business. Each Grantor hereby agrees to take the steps described in and required by this Section 6(e)(ii) with respect to all new or acquired Intellectual Property to which it or any of its Subsidiaries is now or

later becomes entitled that is material or otherwise necessary in the conduct of such Grantor's business.

(iii) Grantors acknowledge and agree that the Lender Parties shall have no duties with respect to any Intellectual Property or Licenses of any Grantor. Without limiting the generality of this Section 6(e)(iii), Grantors acknowledge and agree that no Lender Party shall be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Licenses against any other Person, but any Lender Party may do so in its reasonable discretion from and after the occurrence and during the continuance of an Event of Default, upon concurrent notice to Grantor and Borrower, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of the Borrower and shall be chargeable to the Loan Account.

(iv) Each Grantor shall promptly file an application with CIPO for any Copyright that has not been registered with CIPO if such Copyright is necessary in connection with the conduct of such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantors.

(v) On each date on which a Compliance Certificate is required to be delivered pursuant to the Credit Agreement, each Grantor shall provide Administrative Agent with a written report of all new Patents, Trademarks or Copyrights that are registered or the subject of pending applications for registrations, and of all Licenses that are material to the conduct of such Grantor's business, in each case, which were acquired, registered, or for which applications for registration were filed by any Grantor during the prior period and any statement of use or amendment to allege use with respect to intent-to-use trademark applications. In the case of such registrations or applications therefor, which were acquired by any Grantor, each such Grantor shall file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Intellectual Property. In each of the foregoing cases, upon the request of Administrative Agent, the applicable Grantor shall promptly (but in any event, not later than fifteen (15) days after the request therefor (or such longer period as Administrative Agent may agree in its sole discretion)) cause to be prepared, executed, and delivered to Administrative Agent supplemental schedules to the applicable Loan Documents to identify such Patent, Trademark and Copyright registrations and applications therefor (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and Licenses as being subject to the security interests created thereunder.

(f) Deposit, Commodity and Securities Accounts. Each Grantor shall cause each bank and other financial institution maintaining a deposit account or Securities Account referred to in Schedule VII hereto to execute and deliver to Administrative Agent (or its designee) a Control Agreement, or enter into other arrangements in form and substance reasonably satisfactory to Administrative Agent, pursuant to which such bank or financial institution shall irrevocably agree, among other things, that it will comply at any time with the instructions originated by Administrative Agent (or its designee) to such bank or financial institution directing

the disposition of cash, securities, Investment Property and other items from time to time credited to such account, without further consent of such Grantor, which instructions Administrative Agent (or its designee) will not give to such bank or other financial institution except as contemplated in this Section 6(f). Without the prior written consent of Administrative Agent, no Grantor shall establish or maintain any deposit account, commodity account or Securities Account except for the accounts set forth in Schedule VII and except for any such account for which such Grantor has delivered a Control Agreement satisfying the criterion set forth above. To the extent that and for so long as any such deposit account or Securities Account is not subject to a Control Agreement, the applicable Grantor shall cause any cash or other assets deposited in or credited to such deposit accounts or Securities Accounts to be transferred, at least once weekly, to a deposit account or Securities Account, as applicable, subject to a Control Agreement; provided that during the continuance of a Default or Event of Default, such cash or other assets shall be transferred at least once weekly or more frequently as requested by the Administrative Agent. The provisions of this Section 6(f) shall not apply to Excluded Accounts. Upon the occurrence and during the continuance of an Event of Default, Administrative Agent may (in its sole and absolute discretion) direct, upon concurrent notice to Borrower, any or all of the banks and financial institutions party to a Control Agreement to send immediately to Administrative Agent or its designated agent by wire transfer (to such account as Administrative Agent shall specify, or in such other manner as Administrative Agent shall direct) all or a portion of such securities, cash, investments and other items held by such institution.

(g) Control. Each Grantor hereby agrees to take any or all action that may be necessary or that Administrative Agent may reasonably request in order for Administrative Agent to obtain control in accordance with the STA with respect to the following, to the extent constituting Collateral: (i) Electronic Chattel Paper with a value in excess of $50,000 in the aggregate, (ii) Investment Property, and (iii) letter of credit with an individual value in excess of $50,000. Each Grantor hereby acknowledges and agrees that any agent or designee of Administrative Agent shall be deemed to be a "secured party" with respect to the Collateral under the control of such agent or designee for all purposes.

(h) Organizational Changes. Except upon not less than ten (10) Business Days' prior written notice to Administrative Agent accompanied by a new Schedule I or Schedule VI hereto, as applicable, indicating such change, no Grantor shall change (A) its name, identity or organizational structure, (B) its jurisdiction of incorporation or organization as set forth in Schedule I hereto or (C) its chief executive office or sole place of business as set forth in Schedule VI hereto.

(i) Partnership and Limited Liability Company Interest. Except with respect to partnership interests and membership interests evidenced by a certificate, which certificate has been pledged and delivered to Administrative Agent pursuant to Section 4 hereof, no Grantor that is a partnership or a limited liability company shall, nor shall any Grantor with any Subsidiary that is a partnership or a limited liability company, permit such partnership interests or membership interests to (i) be dealt in or traded on securities exchanges or in securities markets, (ii) become a security for purposes of the STA or (iii) be evidenced by a certificate.

(j) Lien on Excluded Assets. In order to ensure that a Lien and security interest is granted on any of the Excluded Assets set forth in clause (i) of the definition of "Excluded Assets", such Grantor shall use commercially reasonably efforts to obtain any required consents from any Person other than the Borrower and its Affiliates with respect to any lease, license, contract, or agreement with such Person entered into by such Grantor that requires consent as a condition to the creation by such Grantor of a Lien on any right, title or interest in such lease, license, contract, or agreement.

SECTION 7. Voting Rights, Dividends, Etc. in Respect of the Pledged Interests.

(a) (i) Each Grantor may exercise any and all voting and other consensual rights pertaining to any Pledged Shares for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement or the other Loan Documents unless and until Administrative Agent revokes such right by written notice to the Borrower delivered at any time an Event of Default has occurred and is continuing; and

(ii) each of the Grantors may receive and retain any and all dividends, interest or other distributions paid in respect of the Pledged Shares to the extent permitted by the Credit Agreement; provided, however, that any dividend, interest or other distribution which at the time of such payment was not permitted by the Credit Agreement, shall be, and shall forthwith be delivered to Administrative Agent, to hold as, Collateral and shall, if received by any of the Grantors, be received in trust for the benefit of Administrative Agent, shall be segregated from the other property or funds of the Grantors, and shall be forthwith delivered to Administrative Agent in the exact form received with any necessary endorsement and/or appropriate undated stock powers duly executed in blank, to be held by Administrative Agent as Collateral and as further collateral security for the Secured Obligations; and

(iii) Administrative Agent will execute and deliver (or cause to be executed and delivered) to a Grantor, at such Grantor's sole expense, all such proxies and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights which it is entitled to exercise pursuant to Section 7(a)(i) hereof and to receive the dividends, interest and/or other distributions which it is authorized to receive and retain pursuant to Section 7(a)(iii) hereof.

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) at the election of Administrative Agent, all rights of each Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 7(a)(i) hereof, and to receive the dividends, distributions, interest and other payments that it would otherwise be authorized to receive and retain pursuant to Section 7(a)(ii) hereof (except in the case of the Restricted Payments that are permitted under Section 7.06 of the Credit Agreement despite the occurrence and continuance of a Default or Event of Default), shall cease, and at the election of Administrative Agent, all such rights shall thereupon become vested in Administrative Agent, which shall thereupon have the sole right to exercise such voting and

other consensual rights and to receive and hold as Pledged Interests such dividends, distributions and interest payments;

(ii) Administrative Agent is authorized, upon concurrent notice to Borrower, to notify each debtor with respect to the Pledged Debt to make payment directly to Administrative Agent (or its designee) and may collect any and all moneys due or to become due to any Grantor in respect of the Pledged Debt, and each of the Grantors hereby authorizes each such debtor to make such payment directly to Administrative Agent (or its designee) without any duty of inquiry;

(iii) without limiting the generality of the foregoing, Administrative Agent may at its option exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Shares as if it were the absolute owner thereof, including, without limitation, the right to exchange, in its discretion, any and all of the Pledged Shares upon the merger, consolidation, reorganization, recapitalization or other adjustment of any Pledged Issuer, or upon the exercise by any Pledged Issuer of any right, privilege or option pertaining to any Pledged Shares, and, in connection therewith, to deposit and deliver any and all of the Pledged Shares with any committee, depository, transfer agent, registrar or other designated agent upon such terms and conditions as it may determine; and

(iv) all dividends, distributions, interest and other payments that are received by any of the Grantors contrary to the provisions of Section 7(b)(i) hereof shall be received in trust for the benefit of Administrative Agent, shall be segregated from other funds of the Grantors, and shall be forthwith paid over to Administrative Agent as Collateral in the exact form received with any necessary endorsement and/or appropriate undated stock powers duly executed in blank, to be held by Administrative Agent as Collateral and as further collateral security for the Secured Obligations.

SECTION 8. Additional Provisions Concerning the Collateral.

(a) If any Grantor shall cause to be delivered Inventory or other personal property in excess of $50,000 in fair market value to any bailee after the Closing Date, such Grantor shall use commercially reasonable efforts to cause such bailee(s) to sign a collateral access agreement (in form and substance reasonably satisfactory to Administrative Agent). If any Grantor shall lease any real property or facilities and the value of property of such Grantor located at such leased real property is in excess of $50,000 in fair market value after the Closing Date, such Grantor shall use commercially reasonable efforts to cause the landlord(s) in respect of such leased property or facilities to sign a collateral access agreement (in form and substance reasonably satisfactory to Administrative Agent). The requirements of this Section 8(a) may be waived at the option of Administrative Agent in its sole discretion.

(b) Each Grantor hereby (i) authorizes Administrative Agent at any time and from time to time to file, one or more financing or continuation statements and amendments thereto, relating to the Collateral (including, without limitation, any such financing statements that

(A) describe the Collateral as "all assets" or "all personal property" (or words of similar effect) or that describe or identify the Collateral by type or in any other manner as Administrative Agent may determine, regardless of whether any particular asset of such Grantor falls within the scope of the PPSA, and (B) contain any other information required by the PPSA for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including, without limitation, whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor) and (ii) ratifies such authorization to the extent that Administrative Agent has filed any such financing statements, continuation statements, or amendments thereto, prior to the date hereof. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor hereby irrevocably appoints Administrative Agent and any Affiliate thereof (including their respective officers, directors, employees, agents, advisors or representatives) as its attorney-in-fact and proxy, with full authority and power of substitution, during the continuation of an Event of Default, in the place and stead of such Grantor and in the name of such Grantor or otherwise and in a commercially reasonable manner, from time to time in Administrative Agent's reasonable discretion and upon concurrent notice to Borrower, to take any action and to execute any instrument that Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (i) in addition to the extent otherwise permitted by Section 6.07 of the Credit Agreement, to obtain and adjust insurance required to be paid to Administrative Agent pursuant to the Credit Agreement, (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral, (iii) to receive, endorse, and collect any drafts or other Instruments, documents and Chattel Paper in connection with clause (i) or (ii) above, (iv) to receive, endorse and collect all Instruments made payable to such Grantor representing any dividend, interest payment or other distribution in respect of any Pledged Interests and to give full discharge for the same, (v) to file any claims or take any action or institute any proceedings which Administrative Agent may deem necessary or advisable for the collection of any Collateral or otherwise to enforce the rights of Administrative Agent and the Lender Parties with respect to any Collateral, (vi) to execute assignments, licenses and other documents to enforce the rights of Administrative Agent and the Lender Parties with respect to any Collateral, (vii) to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Administrative Agent in its reasonable discretion, and such payments made by Administrative Agent to become Obligations of such Grantor to Administrative Agent, due and payable immediately without demand, (viii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, assignments, verifications and notices in connection with Accounts, Chattel Paper and other documents relating to the Collateral, and (ix) with respect to Pledged Interests, to exercise all voting (at meetings and by consent) and other rights (including rights of sale). THIS POWER AND PROXY IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL THE PAYMENT IN FULL OF THE OBLIGATIONS. THIS POWER AND PROXY SHALL BE EFFECTIVE AUTOMATICALLY DURING THE CONTINUANCE

OF AN EVENT OF DEFAULT AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY INVESTMENT PROPERTY ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF THE INVESTMENT PROPERTY OR ANY OFFICER OR AGENT THEREOF). Each Grantor ratifies all actions taken by Administrative Agent pursuant to this power and proxy granted. All prior proxies granted by any Grantor with respect to the subject matter hereof are hereby revoked.

(d) For the purpose of enabling Administrative Agent to exercise rights and remedies hereunder, at such time as, and to the extent that, Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby (i) grants to Administrative Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, assign, license or sublicense any Intellectual Property now or hereafter owned by any Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof; and (ii) assigns as collateral security to Administrative Agent, to the extent assignable, all of its rights to any Intellectual Property now or hereafter licensed or used by any Grantor. Notwithstanding anything contained herein to the contrary, but subject to the provisions of the Credit Agreement that limit the right of a Grantor to dispose of its property and Section 6(e) hereof, each Grantor may exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of its business. The exercise of rights and remedies hereunder by Administrative Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by any Grantor in accordance with the second sentence of this subsection Section 6(d). Each Grantor hereby releases Administrative Agent from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Administrative Agent under the powers of attorney granted herein other than actions taken or omitted to be taken through Administrative Agent's gross negligence or willful misconduct, as determined by a final determination of a court of competent jurisdiction.

(e) If any Grantor fails to perform in any material respect any agreement or obligation contained herein, upon reasonable prior notice (which notice may be concurrent notice during the continuation of an Event of Default) to Borrower, Administrative Agent may itself perform, or cause performance of, such agreement or obligation, in the name of such Grantor or Administrative Agent, and the expenses of Administrative Agent incurred in connection therewith shall be payable by the Grantors pursuant to Section 10.03 of the Credit Agreement and shall be secured by the Collateral.

(f) The powers conferred on Administrative Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty (fiduciary or otherwise) upon it to exercise any such powers. Other than the exercise of reasonable care to assure the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Administrative Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral and shall be relieved of all responsibility for any Collateral in its possession upon surrendering it or

tendering surrender of it to any of the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct). Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Administrative Agent accords its own property, it being understood that Administrative Agent shall not have responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not Administrative Agent has or is deemed to have knowledge of such matters. Administrative Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by Administrative Agent in good faith.

(g) Anything herein to the contrary notwithstanding (i) each Grantor shall remain liable under the Licenses and otherwise in respect of the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Administrative Agent of any of its rights hereunder shall not release any Grantor from any of its obligations under the Licenses or otherwise in respect of the Collateral, and (iii) Administrative Agent shall not have any obligation or liability by reason of this Agreement under the Licenses or otherwise in respect of the Collateral, nor shall Administrative Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(h) Administrative Agent may at any time in its discretion so long as an Event of Default has occurred and is continuing (i) without notice to any Grantor, transfer or register in the name of Administrative Agent or any of its nominees, by delivery of a registration page previously delivered hereunder or otherwise, any or all of the Pledged Interests, and (ii) exchange certificates or Instruments constituting Pledged Interests for certificates or Instruments of smaller or larger denominations.

SECTION 9. Remedies Upon Default.

If any Event of Default shall have occurred and be continuing:

(a) Administrative Agent may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the PPSA (whether or not the PPSA applies to the affected Collateral), and also may, upon concurrent notice to Borrower, (i) take control of the Collateral, including, without limitation, transfer into Administrative Agent's name or into the name of its nominee or nominees (to the extent Administrative Agent has not theretofore done so) and thereafter receive, for the benefit of Administrative Agent and the Lender Parties, all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof, (ii) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of Administrative Agent forthwith, assemble all or part of the Collateral as directed by Administrative Agent and make it

available to Administrative Agent at a place or places to be designated by Administrative Agent that is reasonably convenient to both parties, and Administrative Agent may enter into and occupy any premises owned or leased by any Grantor where the Collateral or any part thereof is located or assembled for a reasonable period in order to effectuate Administrative Agent's rights and remedies hereunder or under law or equity, without obligation to any Grantor in respect of such occupation, and (iii) without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Administrative Agent's offices, at any exchange or broker's board or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Administrative Agent may reasonably deem commercially reasonable and/or (B) lease, license or otherwise dispose of the Collateral or any part thereof upon such terms as Administrative Agent may reasonably deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by law, at least fifteen (15) days' prior notice to the applicable Grantor and to Borrower of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. Administrative Agent shall not be obligated to make any sale or other disposition of Collateral regardless of notice of sale having been given. Administrative Agent may adjourn any public or private sale from time to time by announcement prior to or at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against Administrative Agent and the Lender Parties arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if Administrative Agent accepts the first offer received and does not offer the Collateral to more than one offeree, and waives all rights that such Grantor may have to require that all or any part of the Collateral be marshaled upon any sale (public or private) thereof. Each Grantor hereby acknowledges that (i) any such sale of the Collateral by Administrative Agent shall be made without warranty, (ii) Administrative Agent may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, (iii) Administrative Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness), if permitted by law, for the purchase, lease, license or other disposition of the Collateral or any portion thereof for the account of Administrative Agent (on behalf of itself and the Lender Parties) and (iv) such actions set forth in clauses (i), (ii) and (iii) above shall not adversely affect the commercial reasonableness of any such sale of the Collateral.

(b) Each Grantor recognizes that Administrative Agent may deem it impracticable to effect a public sale of all or any part of the Pledged Shares or any other securities constituting Pledged Interests and that Administrative Agent may, therefore, upon concurrent notice to Borrower, determine to make one or more private sales of any such securities to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that, so long as such private sales are conducted in

a commercially reasonable manner, Administrative Agent shall have no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act. Each Grantor further acknowledges and agrees that any offer to sell such securities which has been (i) publicly advertised on a bona fide basis in a newspaper or other publication of general circulation in the financial community of Vancouver, British Columbia (to the extent that such an offer may be so advertised without prior registration under the Securities Act) or (ii) made privately in the manner described above to not less than fifteen bona fide offerees shall be deemed to involve a "public disposition" for the purposes of Section 59(13) of the PPSA (or any successor or similar, applicable statutory provision) as then in effect in the Province of British Columbia, notwithstanding that such sale may not constitute a "public offering" under the Securities Act, and that Administrative Agent may, in such event, bid for the purchase of such securities.

(c) Any cash held by Administrative Agent (or its agent or designee) as Collateral and all cash Proceeds received by Administrative Agent (or its agent or designee) in respect of any sale of or collection from, or other realization upon, all or any part of the Collateral may, in the discretion of Administrative Agent, be held by Administrative Agent (or its agent or designee) as Collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Administrative Agent pursuant to the Loan Documents) in whole or in part by Administrative Agent against, all or any part of the Secured Obligations in such order as Administrative Agent shall elect, consistent with the provisions of the Credit Agreement. Any surplus of such cash or cash Proceeds held by Administrative Agent (or its agent or designee) and remaining after the Payment in Full of the Obligations shall be paid over to whomsoever shall be lawfully entitled to receive the same (as reasonably determined by Administrative Agent) or as a court of competent jurisdiction shall direct.

(d) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which Administrative Agent and the Lender Parties are legally entitled, the Grantors shall be jointly and severally liable for the deficiency, together with interest thereon at the highest rate specified in any applicable Loan Document for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees, costs, expenses and other client charges of any attorneys employed by Administrative Agent to collect such deficiency.

(e) Each Grantor hereby acknowledges that if Administrative Agent complies with any applicable requirements of law in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(f) Administrative Agent shall not be required to marshal any present or future collateral security for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of Administrative Agent's rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or

arising. To the extent that any Grantor lawfully may, such Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Administrative Agent's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

SECTION 10. Notices, Etc.

All notices and other communications provided for hereunder shall be given in accordance with Section 10.01(i) of the Credit Agreement.

SECTION 11. Security Interest Absolute; Joint and Several Obligations.

(a) All rights of the Lender Parties, all Liens and all obligations of each of the Grantors hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, (ii) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, or any other amendment or waiver of or consent to any departure from the Credit Agreement or any other Loan Document, (iii) any exchange or release of, or non-perfection of any Lien on any Collateral, or any release or amendment or waiver of or consent to departure from any guarantee, for all or any of the Secured Obligations, or (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any of the Grantors in respect of the Secured Obligations (other than defense of payment). All authorizations and agencies contained herein with respect to any of the Collateral are irrevocable and powers coupled with an interest.

(b) Each Grantor hereby waives, to the extent permitted by applicable law, (i) promptness and diligence, (ii) notice of acceptance and notice of the incurrence of any Obligation by the Borrower, (iii) notice of any actions taken by Administrative Agent, any other Lender Party, any Guarantor or any other Person under any Loan Document or any other agreement, document or instrument relating thereto, except for such notices that are required to be delivered by the Administrative Agent pursuant to this Agreement or any of the Loan Documents, (iv) all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of the Obligations, the omission of or delay in which, but for the provisions of this subsection (b), might constitute grounds for relieving such Grantor of any such Grantor's obligations hereunder, except for such notices that are required to be delivered by the Administrative Agent pursuant to this Agreement or any of the Loan Documents, and (v) any requirement that Administrative Agent or any other Lender Party protect, secure, perfect or insure any security interest or other lien on any property subject thereto or exhaust any right or take any action against any Grantor or any other Person or any collateral.

(c) All of the obligations of the Grantors hereunder are joint and several. Administrative Agent may, in its sole and absolute discretion, enforce the provisions hereof against

any of the Grantors and shall not be required to proceed against all Grantors jointly or seek payment from the Grantors ratably. In addition, Administrative Agent may, in its sole and absolute discretion, select the Collateral of any one or more of the Grantors for sale or application to the Secured Obligations, without regard to the ownership of such Collateral, and shall not be required to make such selection ratably from the Collateral owned by all of the Grantors. The release or discharge of any Grantor by Administrative Agent shall not release or discharge any other Grantor from the obligations of such Person hereunder.

SECTION 12. Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by each Grantor affected thereby and Administrative Agent, and no waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall be effective unless it is in writing and signed by Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Lender Parties to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Lender Parties provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Lender Parties under any Loan Document against any party thereto are not conditional or contingent on any attempt by such Person to exercise any of its rights under any other Loan Document against such party or against any other Person, including but not limited to, any Grantor.

(c) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect, subject to paragraph (e) below, until the Payment in Full of the Obligations and (ii) be binding on each Grantor and all other Persons who become bound as debtor to this Agreement in accordance with the PPSA, and shall inure, together with all rights and remedies of the Lender Parties hereunder, to the benefit of the Lender Parties and their respective successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, the Lender Parties may assign or otherwise transfer their respective rights and obligations under this Agreement and any other Loan Document to any other Person pursuant to, and in accordance with, the terms of the Credit Agreement, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Lender Parties herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to any Lender Party shall mean the assignee of any such Lender Party. None of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred without the prior written consent of Administrative Agent, and any such assignment or transfer absent such consent shall be null and void.

(d) Upon the Payment in Full of the Obligations, (i) subject to paragraph (e) below, this Agreement and the security interests and licenses created hereby shall terminate and all rights to the Collateral shall revert to the Grantors and (ii) Administrative Agent will, upon the Grantors' request and at the Grantors' expense, without any representation, warranty or recourse whatsoever, (A) return to the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct) such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

(e) Without limiting comparable provisions of the Credit Agreement, this Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law (or any settlement agreement), rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(f) Upon the execution and delivery, or authentication, by any Person of a security agreement supplement in substantially the form of Exhibit E hereto (each a "Canadian Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and each reference in this Agreement and the other Loan Documents to "Collateral" shall also mean and be a reference to the Collateral of such Additional Grantor, and (ii) the supplemental Schedule I-Schedule XI attached to each Canadian Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedule I-Schedule XI, respectively, hereto, and Administrative Agent may attach such Schedules as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as supplemented pursuant hereto.

(g) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA OR THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE

PROVINCE OF BRITISH COLUMBIA OR THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

(h) In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 10.13 and 10.14 of the Credit Agreement, *mutatis mutandis*.

(i) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding with respect to this Agreement any special, exemplary, punitive or consequential damages.

(j) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(k) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(l) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor and Administrative Agent have caused this Agreement to be executed and delivered by its officers thereunto duly authorized, as of the date first above written.

GRANTORS:

EXPRESS VENDING INC.

By: Brandon Mintz

Name: Brandon Mintz
Title: CEO

ADMINISTRATIVE AGENT:

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

By: _____

Name:
Title:

IN WITNESS WHEREOF, the Grantor and Administrative Agent have caused this Agreement to be executed and delivered by its officers thereunto duly authorized, as of the date first above written.

GRANTORS:

EXPRESS VENDING INC.

By: _____

Name:
Title:

ADMINISTRATIVE AGENT:

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

By: 

Name: Vaibhav Kumar
Title: Partner/Portfolio Manager

SCHEDULE I

LEGAL NAMES; TYPE OF ORGANIZATION; ORGANIZATIONAL IDENTIFICATION NUMBERS; STATES OR JURISDICTIONS OF ORGANIZATION

Legal Name(s)	Jurisdiction of Organization	Type of Organization	Organizational Identification Number
Express Vending Inc.	British Columbia	Corporation	BC1245995

SCHEDULE II

COPYRIGHTS

None.

SCHEDULE III

LICENSES

None.

SCHEDULE IV

PATENTS

None.

SCHEDULE V

TRADEMARKS AND TRADENAMES

None.

SCHEDULE VI

LOCATIONS OF GRANTORS

Grantor	Location	Description of Location
Express Vending Inc.	3343 Peachtree Rd NE (Suite 750), Atlanta, GA 30326[1]	Chief Executive Office

[1] The registered address in Canada for is Suite 2300, Bentall 5, 550 Burrard Street, Vancouver, BC V6C 2B5, Canada.

SCHEDULE VII

DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS AND COMMODITY ACCOUNTS

None.

SCHEDULE VIII

PPSA FINANCING STATEMENTS

See attached.

259

Page: 1

BC OnLine: DOCUMENT PRINT 2020/12/17
Lterm: XPSP0050 For: PA43818 DYE AND DURHAM CORPORATION 09:07:04

Attn./Ref. No.: 90901-1

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: DEC 17, 2020 Reg. Length: 6 YEARS
Reg. Time: 09:07:04 Expiry Date: DEC 17, 2026
Base Reg. #: 660487M Control #: D7218700
Block#

S0001 Secured Party: SILVERPEAK CREDIT PARTNERS, LP, AS
ADMINISTRATIVE AGENT
411 THEODORE FREMD AVENUE
RYE NY 10580

D0001 Base Debtor: EXPRESS VENDING INC
(Business) 3343 PEACHTREE RD NE SUITE 750
ATLANTA GA 30326

D0002 Bus. Debtor: EXPRESS VENDING INC
2300-BENTALL 5, 550 BURRARD ST
VANCOUVER BC V6C 2B5

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
.
THE FULL ADDRESS OF THE SECURED PARTY IS 411 THEODORE FREMD AVENUE,
SUITE 206 SOUTH, RYE, NY 10580.

Registering
Party: BENNETT JONES LLP (SORBARA/90901-1/
OD)
3400-1 FIRST CANADIAN PLACE
TORONTO ON M5X 1A4

>>>>>>>>>>>>>>>>>>>>>>>>>>> END OF DOCUMENT PRINT <<<<<<<<<<<<<<<<<<<<<<<<<<<

SCHEDULE IX

PLEDGED DEBT

Nil.

SCHEDULE X

PLEDGED SHARES

Nil.

EXHIBIT A

FORM OF IRREVOCABLE PROXY

(Interests of _____)

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Pledgor") hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes Silverpeak Credit Partners, LP (the "Proxy Holder"), the attorney and proxy of the undersigned with full power of substitution and resubstitution, to the full extent of the undersigned's rights with respect to all of the Pledged Shares (as defined in the Canadian Security Agreement, defined below) which constitute the shares or other equity interests (the "Interests") of [●] (the "Company"). Upon the execution hereof, all prior proxies given by the undersigned with respect to any of the Interests are hereby revoked, and no subsequent proxies will be given with respect to any of the Interests (other than in favor of the Proxy Holder).

This proxy is IRREVOCABLE, is COUPLED WITH AN INTEREST and is granted pursuant to that certain Canadian Pledge and Security Agreement dated as of December 21, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Canadian Security Agreement"), for the benefit of the Proxy Holder in consideration of the credit extended pursuant to that certain Credit Agreement dated as of December 21, 2020, by and among the Proxy Holder as Administrative Agent, Pledgor, **[the Company]**, certain of their affiliates and the lenders party thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. Capitalized terms used herein but not otherwise defined in this irrevocable proxy have the meanings ascribed to such terms in the Canadian Security Agreement.

The Proxy Holder named above will be empowered and may exercise this irrevocable proxy, during the existence of an Event of Default, to take any of the following actions (in each case subject to, and in accordance with the terms of, the Canadian Security Agreement and the other Loan Documents (as defined in the Credit Agreement)): (i) transfer and register in its name or in the name of its nominee the whole or any part of the Interests, it being acknowledged by Pledgor and Company that such transfer and registration may be effected by Administrative Agent by the delivery of a registration page to Company reflecting Administrative Agent or its designee as the holder of such Interests, or otherwise by Administrative Agent through its irrevocable appointment as Proxy Holder pursuant to this proxy, (ii) exchange certificates or instruments representing or evidencing Interests for certificates or instruments of smaller or larger denominations, (iii) exercise the voting and all other rights as a holder with respect thereto, with full power of substitution to do so, (iv) collect and receive all dividends and other payments and distributions made thereon, (v) notify the parties obligated on any of the Interests to make payment to Proxy Holder of any amounts due or to become due thereunder, (vi) endorse instruments in the name of Pledgor to allow collection of any of the Interests, (vii) enforce collection of any of the Interests by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or renew for any period (whether or not longer than the original period) any liabilities of any nature of any Person with respect thereto, (viii) sell in one or more sales after fifteen (15) days' written notice of the time and place of any public sale (which notice Pledgor agrees is commercially reasonable) the whole or any part of the Interests, (ix) exercise all other rights,

powers, privileges and remedies to which a holder of the Interests would be entitled (including, giving or withholding written consents of members, calling special meetings of members and voting at such meetings), (x) otherwise act with respect to the Interests as though Proxy Holder were the outright owner thereof, (xi) exercise any other rights or remedies Proxy Holder may have under the Canadian Security Agreement, the PPSA or other applicable law or in equity, and (xii) take any action and execute any instrument which Proxy Holder may deem necessary or advisable to accomplish the purposes of the Canadian Security Agreement.

This proxy shall remain in effect with respect to the Interests until the termination of the Canadian Security Agreement in accordance with the terms of the Canadian Security Agreement, notwithstanding any limitations to the contrary set forth in the applicable organizational documents of the undersigned or the Company or the applicable limited liability company, corporate, partnership or other similar law, as applicable, of the state of Company's or Pledgor's organization.

Any obligation of the undersigned hereunder shall be binding upon the heirs, successors and assigns of the undersigned (including any transferee of any of the Interests).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this irrevocable proxy as of this [●] day of [●], 20[●].

[INSERT PLEDGOR]

By: _____

Name:

Title:

EXHIBIT B

[PLEDGEE]

Equity Interest Ledger as of _____, ____

NAME	CERTIFICATE NO.	NUMBER OF INTERESTS

Acknowledged By:

[**NAME OF PLEDGEE**], a,

_____

By: _____
Name:
Title:

EXHIBIT C

CANADIAN PLEDGE AMENDMENT

This Pledge Amendment, dated [●], 20[●] is delivered pursuant to Section 4 of the Canadian Pledge and Security Agreement referred to below. The undersigned hereby agrees that this Pledge Amendment may be attached to the Canadian Pledge and Security Agreement, dated December 21, 2020, among Express Vending Inc., as grantor, and Silverpeak Credit Partners, LP, as Administrative Agent, as it may heretofore have been or hereafter may be amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time (the "Canadian Security Agreement") and that the promissory notes, Instruments, or Pledged Shares listed on this Pledge Amendment are hereby pledged and assigned to Administrative Agent and become part of the Pledged Interests referred to in such Canadian Security Agreement and shall secure all of the Secured Obligations referred to in such Canadian Security Agreement. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Canadian Security Agreement.

Pledged Debt			
Grantor	**Name of Maker**	**Description**	**Principal Amount Outstanding as of**

Pledged Shares					
Grantor	**Name of Pledged Issuer**	**Number Shares**	**Percentage of Outstanding Shares**	**Class**	**Certificate Number**

[GRANTOR]

By: _____
Name:
Title:

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

By: _____
Name:
Title:

EXHIBIT D

FORM OF GRANT OF A SECURITY INTEREST – [TRADEMARKS][COPYRIGHTS][PATENTS]

This Canadian **[Trademark][Copyright][Patent]** Security Agreement (this "Canadian **[Trademark][Copyright][Patent]** Security Agreement") is made as of [●], 20[●], by [●] ("Grantor"), in favor of SILVERPEAK CREDIT PARTNERS, LP, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor [has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the Canadian Intellectual Property Office (the "Trademarks")] [holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the Canadian Intellectual Property Office (the "Patents")] [holds all right, title and interest in the copyrights listed on the attached Schedule A, which copyrights are registered in the Canadian Intellectual Property Office (the "Copyrights")];

WHEREAS, the Grantor has entered into a Canadian Pledge and Security Agreement, dated December 21, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Canadian Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Canadian Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Canadian Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the **[Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks][Patents][Copyrights]** and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Canadian Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Canadian Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Without limiting the generality of the foregoing, this Canadian **[Trademark][Patent][Copyright]** Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to Administrative Agent or any Lender Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor. To the extent there is any inconsistency between this Canadian **[Trademark][Patent][Copyright]** Security Agreement and the Canadian Security Agreement, the Canadian Security Agreement shall control.

In addition to and without limitation of any of the foregoing, this Canadian **[Trademark][Patent][Copyright]** Security Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 10.13 and 10.14 of the Credit Agreement, *mutatis mutandis*.

This Canadian **[Trademark][Copyright][Patent]** Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this **[Trademark][Copyright][Patent]** Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

[GRANTOR]

By: _____

Name:

Title:

SCHEDULE A TO GRANT OF A SECURITY INTEREST

[Trademark Registrations and Applications]

[Patents and Patent Applications]

[Copyright Registrations and Applications]

EXHIBIT E

FORM OF CANADIAN SECURITY AGREEMENT SUPPLEMENT

[Date of Canadian Security Agreement Supplement]

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

Ladies and Gentlemen:

Reference hereby is made to (i) the Credit Agreement, dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Credit Agreement") by and among BT ASSETS, INC., a Delaware corporation ("Holdings"), LUX VENDING, LLC, a Georgia limited liability company ("Borrower"), each subsidiary of Borrower listed as a "Guarantor" on the signature pages thereto (together with Holdings and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders") and SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and (ii) the Canadian Pledge and Security Agreement, dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Canadian Security Agreement"), made by Express Vending Inc., as grantor, and the other grantors from time to time party thereto (each a "Grantor" and collectively, the "Grantors") in favor of Administrative Agent, for the benefit of the Lender Parties. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby pledges and assigns to Administrative Agent, and grants to Administrative Agent, for the benefit of the Lender Parties, a continuing security interest in all of such Grantor's right, title and interest in and to the following properties, assets and rights, and in all similar properties, assets and rights that the Grantor has or is deemed by law to have rights in or the power to convey rights in, wherever located and whether such right, title and interest of the Grantor therein is now existing or hereafter arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Canadian Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Canadian Security Agreement Supplement and the Canadian Security Agreement secures the payment of all Secured Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, each of this Canadian Security Agreement Supplement and the Canadian Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to Administrative Agent or any Lender Party under the Loan Documents but for the fact that such Secured Obligations are

unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Supplements to Canadian Security Agreement Schedules. The undersigned has attached hereto supplemental Schedule I through Schedule XI to Schedule I through Schedule XI, respectively, to the Canadian Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental Schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Canadian Security Agreement, and such supplemental Schedules include all of the information required to be scheduled to the Canadian Security Agreement.

SECTION 4. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Section 5 of the Canadian Security Agreement (as supplemented by the attached supplemental Schedules) to the same extent as each other Grantor.

SECTION 5. Obligations Under the Canadian Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Canadian Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Canadian Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned.

SECTION 6. Governing Law. This Canadian Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia or the federal laws of Canada applicable therein.

SECTION 7. Loan Document. In addition to and without limitation of any of the foregoing, this Canadian Security Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 10.13 and 10.14 of the Credit Agreement, *mutatis mutandis*.

Very truly yours,

[NAME OF ADDITIONAL GRANTOR]

By: _____

Name:

Title:

Acknowledged and Agreed:

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

By: _____

Name:

Title:

This is Exhibit "X" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

CANADIAN SECURITY AGREEMENT SUPPLEMENT

July 20, 2021

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

Ladies and Gentlemen:

Reference hereby is made to (i) the Credit Agreement, dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Credit Agreement") by and among BT ASSETS, INC., a Delaware corporation ("Holdings"), LUX VENDING, LLC, a Georgia limited liability company ("Borrower"), each subsidiary of Borrower listed as a "Guarantor" on the signature pages thereto (together with Holdings and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders") and SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and (ii) the Canadian Pledge and Security Agreement, dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Canadian Security Agreement"), made by Express Vending Inc., as grantor, and the other grantors from time to time party thereto (each a "Grantor" and collectively, the "Grantors") in favor of Administrative Agent, for the benefit of the Lender Parties. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby pledges and assigns to Administrative Agent, and grants to Administrative Agent, for the benefit of the Lender Parties, a continuing security interest in all of such Grantor's right, title and interest in and to the following properties, assets and rights, and in all similar properties, assets and rights that the Grantor has or is deemed by law to have rights in or the power to convey rights in, wherever located and whether such right, title and interest of the Grantor therein is now existing or hereafter arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Canadian Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Canadian Security Agreement Supplement and the Canadian Security Agreement secures the payment of all Secured Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, each of this Canadian Security Agreement Supplement and the Canadian Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to Administrative Agent or any Lender Party under the Loan Documents but for the fact that such Secured Obligations are

unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Supplements to Canadian Security Agreement Schedules. The undersigned has attached hereto supplemental Schedule I through Schedule XI to Schedule I through Schedule XI, respectively, to the Canadian Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental Schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Canadian Security Agreement, and such supplemental Schedules include all of the information required to be scheduled to the Canadian Security Agreement.

SECTION 4. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Section 5 of the Canadian Security Agreement (as supplemented by the attached supplemental Schedules) to the same extent as each other Grantor.

SECTION 5. Obligations Under the Canadian Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Canadian Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Canadian Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned.

SECTION 6. Governing Law. This Canadian Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia or the federal laws of Canada applicable therein.

SECTION 7. Loan Document. In addition to and without limitation of any of the foregoing, this Canadian Security Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 10.13 and 10.14 of the Credit Agreement, *mutatis mutandis*.

Very truly yours,

DIGITAL GOLD VENTURES INC.

By: _____

Name: J. PHILLIPSON

Title: President

Acknowledged and Agreed:

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

By: 

Name: Vaibhav Kumar

Title: Partner

SCHEDULE I

LEGAL NAMES; TYPE OF ORGANIZATION; ORGANIZATIONAL IDENTIFICATION NUMBERS; STATES OR JURISDICTIONS OF ORGANIZATION

Legal Names	Type of Organization	Organizational Identification Number	Jurisdiction of Formation
Digital Gold Ventures Inc.	Corporation	002851374	Ontario

SCHEDULE II

COPYRIGHTS

None

SCHEDULE III

LICENSES

None

SCHEDULE IV

PATENTS

None

SCHEDULE V

TRADEMARKS

None

SCHEDULE VI

LOCATIONS OF GRANTOR

Grantor	Location	Description of Location
Digital Gold Ventures Inc.	3343 Peachtree Rd NE (Suite 750), Atlanta, GA 30326	Chief Executive Office

SCHEDULE VII

DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS AND COMMODITY ACCOUNTS

None

SCHEDULE VIII

PPSA FINANCING STATEMENTS

See attached.

ONTARIO PPSA New Registration
1C CONFIRMATION

PPSA Ref File No.: 775188918
Expiry Date: 2027-08-06
Registration Number: 20210806 1453 1590 9762

REGISTRATION TYPE: Personal Property Security Act
CAUTION FILING: N
TERM OF REGISTRATION (YEARS): 6
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors

	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	DIGITAL GOLD VENTURES INC. 2851374	181 BAY STREET, SUITE 2100 TORONTO ON M5J 2T3

SECURED PARTIES

Secured Parties

	NAME	ADDRESS
1	SILVERPEAK CREDIT PARTNERS, LP	411 THEODORE FREMD AVENUE, SUITE 206 RYE NY 10580

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ___	Inventory _x_	Equipment _x_		
Accounts _x_	Other _x_	Motor Veh Incl _x_		

General Collateral

ALL OF EACH OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

REGISTERING AGENT

NAME	ADDRESS
BAKER & MCKENZIE LLP	181 BAY ST, STE 2100 BAY-WELLINGTON TWR TORONTO ON M5J 2T3

SCHEDULE X

PLEDGED DEBT

None

SCHEDULE XI

PLEDGED SHARES

Jurisdiction	Certificated/Uncertificated	Class of Shares / Outstanding	Owner / Percentage
BitAccess Inc., a Canadian corporation	uncertificated	3,375,202 shares of Common Stock	Digital Gold Ventures Inc. 100%

This is Exhibit "Y" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

CANADIAN PLEDGE AMENDMENT

This Pledge Amendment, dated July 20, 2021 is delivered pursuant to Section 4 of the Canadian Pledge and Security Agreement referred to below. The undersigned hereby agrees that this Pledge Amendment may be attached to the Canadian Pledge and Security Agreement, dated December 21, 2020, among Express Vending Inc., as grantor, and Silverpeak Credit Partners, LP, as Administrative Agent, as it may heretofore have been or hereafter may be amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time (the "Canadian Security Agreement") and that the promissory notes, Instruments, or Pledged Shares listed on this Pledge Amendment are hereby pledged and assigned to Administrative Agent and become part of the Pledged Interests referred to in such Canadian Security Agreement and shall secure all of the Secured Obligations referred to in such Canadian Security Agreement. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Canadian Security Agreement.

Pledged Debt			
Grantor	**Name of Maker**	**Description**	**Principal Amount Outstanding as of**

Pledged Shares					
Grantor	**Name of Pledged Issuer**	**Number Shares**	**Percentage of Outstanding Shares**	**Class**	**Certificate Number**
Digital Gold Ventures Inc.	BitAccess Inc.	3,375,202	80%	Common	n/a

Digital Gold Ventures Inc.

By: _____

Name: J. PHILLIPSON

Title: PRESIDENT

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

By: _____

Name:

Title:

Digital Gold Ventures Inc.

By: _____

Name:

Title:

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

By: _____

Name: Vaibhav Kumar

Title: Partner

This is Exhibit "Z" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

CANADIAN SECURITY AGREEMENT SUPPLEMENT

July 20, 2021

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

Ladies and Gentlemen:

Reference hereby is made to (i) the Credit Agreement, dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Credit Agreement") by and among BT ASSETS, INC., a Delaware corporation ("Holdings"), LUX VENDING, LLC, a Georgia limited liability company ("Borrower"), each subsidiary of Borrower listed as a "Guarantor" on the signature pages thereto (together with Holdings and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders") and SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and (ii) the Canadian Pledge and Security Agreement, dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Canadian Security Agreement"), made by Express Vending Inc., as grantor, and the other grantors from time to time party thereto (each a "Grantor" and collectively, the "Grantors") in favor of Administrative Agent, for the benefit of the Lender Parties. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby pledges and assigns to Administrative Agent, and grants to Administrative Agent, for the benefit of the Lender Parties, a continuing security interest in all of such Grantor's right, title and interest in and to the following properties, assets and rights, and in all similar properties, assets and rights that the Grantor has or is deemed by law to have rights in or the power to convey rights in, wherever located and whether such right, title and interest of the Grantor therein is now existing or hereafter arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Canadian Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Canadian Security Agreement Supplement and the Canadian Security Agreement secures the payment of all Secured Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, each of this Canadian Security Agreement Supplement and the Canadian Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to Administrative Agent or any Lender Party under the Loan Documents but for the fact that such Secured Obligations are

DocuSign Envelope ID: 2231F49B-D5DF-4819-A051-AD426978048B

unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Supplements to Canadian Security Agreement Schedules. The undersigned has attached hereto supplemental Schedule I through Schedule XI to Schedule I through Schedule XI, respectively, to the Canadian Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental Schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Canadian Security Agreement, and such supplemental Schedules include all of the information required to be scheduled to the Canadian Security Agreement.

SECTION 4. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Section 5 of the Canadian Security Agreement (as supplemented by the attached supplemental Schedules) to the same extent as each other Grantor.

SECTION 5. Obligations Under the Canadian Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Canadian Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Canadian Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned.

SECTION 6. Governing Law. This Canadian Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia or the federal laws of Canada applicable therein.

SECTION 7. Loan Document. In addition to and without limitation of any of the foregoing, this Canadian Security Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 10.13 and 10.14 of the Credit Agreement, *mutatis mutandis*.

Very truly yours,

BITACCESS INC.

By: DocuSigned by: Mohammed Adham B0DCC950A0DD4B0...

Name: Mohammed Adham

Title: Director

Acknowledged and Agreed:

SILVERPEAK CREDIT PARTNERS, LP, as Administrative Agent

By: 

Name: Vaibhav Kumar

Title: Partner

SCHEDULE I

LEGAL NAMES; TYPE OF ORGANIZATION; ORGANIZATIONAL IDENTIFICATION NUMBERS; STATES OR JURISDICTIONS OF ORGANIZATION

Legal Names	Type of Organization	Organizational Identification Number	Jurisdiction of Formation
BitAccess Inc.	Corporation	875152-8	Canada

SCHEDULE II

COPYRIGHTS

None

SCHEDULE III

LICENSES

Counterparty	Agreement	Date
Onfido Inc.	Order form incorporating Onfido Services Agreement	April 1, 2021
Jumio Inc.	Sales Order Form QUO-10002135 incorporating: https://www.jumio.com/legal-information/terms-and-conditions/v5-1/	December 3, 2020
	Sales Order Form QUO-10001558 incorporating: https://www.jumio.com/legal-information/terms-and-conditions/v5-1/	September 11, 2020

In the ordinary course of its business, the Grantor grants a license for Grantor's software that is used to operate Bitcoin ATM kiosks, pursuant to the Grantor's contracts with its customers on substantially the same forms as the Grantor's standard form customer agreements made available to the Agent.

SCHEDULE IV

PATENTS

Title of Patent	Name of Owner of Record	Jurisdiction	Status	Application Number	Date of Application
Blockchain-Based Transaction Kiosk	Bitaccess Inc.	United States	Pending	17/120,046	12-11-2020
Batch Processing of Cryptocurrency Transactions Using Unspent Transaction Outputs	Bitaccess Inc.	United States	Pending	17/149,658	01-14-2021
Systems and Methods for Compliance at Transactional Kiosks	Bitaccess Inc.	United States	Pending	63/175,839	04-16-2021

The Grantor received a non-final office action dated March 8, 2021 in respect to US patent application 17/120,046 rejecting all claims in US patent application 17/120,046 under 35 USC §101 and 35 USC §103.

SCHEDULE V

TRADEMARKS

Jurisdiction	Mark	Application Number	Registration Number	Filing Date	Issue Date	Status	Record Owner
Canada	Bitaccess	1662166	TMA954252	2014-02-03	2016-11-03	Issued	Bitaccess Inc.
Canada	BTM	1686725	TMA934254	2014-07-24	2016-04-08	Issued	Bitaccess Inc.
United States	Bitaccess	86632424	4880514	May 18, 2015	Jan. 5, 2016	Issued	Bitaccess Inc.
United States	BTM	90153216	N/A	Sept. 2, 2020	N/A	Pending	Bitaccess Inc.

The Grantor received a non-final office action dated January 11, 2021 in respect to US trademark application 90153216 rejecting the applied-for mark in light of a previously filed trademark application (which has now been abandoned), because the applied-for mark may be merely descriptive in contravention of Trademark Act Section 2(e)(1), 15 U.S.C. §1052(e)(1) and because the applied-for mark may be generic in connection with the goods applied for in the trademark application.

The Grantor believes that third party use of the term "BTM" is causing that term to be become a generic name for a Bitcoin ATM and hence affecting the Grantor's ability to obtain and maintain trademark registrations for that term. To the extent third parties have used the term "BTM" in Canada or in other countries in which the Grantor has common law rights in respect to the term "BTM", those uses may have been infringements of the Grantor's intellectual property rights, however, the Grantor's ability to enforce those rights has potentially been compromised because the "BTM" term has potentially become a generic name for a Bitcoin ATM.

SCHEDULE VI

LOCATIONS OF GRANTOR

Grantor	Location	Description of Location
BitAccess Inc.	Suite 300, 267 Richmond Road Ottawa, Ontario K1Z 6X3	Chief Executive Office
BitAccess Inc.	515 Legget Drive, Suite 800, Ottawa, ON K2K 3G4	Registered Office

SCHEDULE VII

DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS AND COMMODITY ACCOUNTS

Name of the Bank / Entity	Address	Account Number	Description
Bank Accounts			
Bank of Montreal	288 Richmond Rd. Ottawa, ON K1Z 6X5	41717307	CAD
Bank of Montreal	288 Richmond Rd. Ottawa, ON K1Z 6X5	44617511	USD
Alterna Savings and Credit Union Limited	Place De Ville Tower B, 112 Kent St. Ottawa Ontario K1P 5P2	5104341	Daily banking accounts
Alterna Savings and Credit Union Limited	Place De Ville Tower B, 112 Kent St. Ottawa Ontario K1P 5P2	5104341	US dollar accounts
Self Custody Cryptocurrency Accounts			
Self custody	N/A	Wallet Address: 0x841F6fD7B07498aA6A775F2B5eDfFaAa8e262Fd5	TUSD
Self custody	N/A	Wallet Address: 0x58063A61fE0F3a970c936Bbafb95c8C29d006103	TUSD (Multisig)
Self custody	N/A	Wallet Address: 33NnHXfRBxKZq1iVpELH2PHY6N2LVLnyfE	BTC (Multisig)
Safety Deposit Boxes			
Bank of Montreal	288 Richmond Rd. Ottawa, ON K1Z 6X5	Box Number 119	N/A
Bank of Montreal	774 Queen St E, Toronto, ON M4M 1H4	Box Number 92	N/A

Trading Account			
Interactive Brokers	N/A	U4721946	Shares
Bitstamp	N/A	444562	Crypto exchange

SCHEDULE VIII

PPSA FINANCING STATEMENTS

See attached.

ONTARIO PPSA New Registration
1C CONFIRMATION

PPSA Ref File No.: 775386378
Registration Number: 20210813 0937 1590 0542
Expiry Date: 2027-08-13

REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 6
CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors

	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	BITACCESS INC. 3092817	267 RICHMOND ROAD, SUITE 300 OTTAWA ON K1Z 6X3

SECURED PARTIES

Secured Parties

	NAME	ADDRESS
1	SILVERPEAK CREDIT PARTNERS, LP	411 THEODORE FREMD AVENUE, SUITE 206 RYE NY 10580

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ___	Inventory _x_	Equipment _x_		
Accounts _x_	Other _x_	Motor Veh Incl _x_		

General Collateral

ALL OF EACH OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

REGISTERING AGENT

NAME	ADDRESS
BAKER & MCKENZIE LLP	181 BAY STREET, SUITE 2100 TORONTO ON M5J 2T3

SCHEDULE X

PLEDGED DEBT

None

SCHEDULE XI

PLEDGED SHARES

None

ONTARIO PPSA New Registration
1C CONFIRMATION

PPSA Ref File No.: 775386378
Registration Number: 20210813 0937 1590 0542
Expiry Date: 2027-08-13

REGISTRATION TYPE: Personal Property Security Act
TERM OF REGISTRATION (YEARS): 6
CAUTION FILING: N
MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors

	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	BITACCESS INC. 3092817	267 RICHMOND ROAD, SUITE 300 OTTAWA ON K1Z 6X3

SECURED PARTIES

Secured Parties

	NAME	ADDRESS
1	SILVERPEAK CREDIT PARTNERS, LP	411 THEODORE FREMD AVENUE, SUITE 206 RYE NY 10580

COLLATERAL

Collateral Classification Selected			MATURITY DATE	AMOUNT SECURED
Consumer Goods ___	Inventory _x_	Equipment _x_		
Accounts _x_	Other _x_	Motor Veh Incl _x_		

General Collateral

ALL OF EACH OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

REGISTERING AGENT

NAME	ADDRESS
BAKER & MCKENZIE LLP	181 BAY STREET, SUITE 2100 TORONTO ON M5J 2T3

312

Account No. (if applicable)/*N° de compte (si pertinent)* | Registration Account Code/*Code du compte d'enregistrement*

Financing Change Statement/Change Statement
État de modification du financement/État de modification

2021/08/13 225 01218
1590A20210813I

Registration No. (for office use only) /*N° d'enregistrement (usage interne)*

YYYY/*AAAA* MM/*MM* DD/*JJ* Time/*Heure* Branch/*Bureau* Sequence/*Séquence*

01

Ontario

Ministry of Consumer and Business Services | Ministère des Services aux Consommateurs et aux Entreprises

Form *Formule* 3C

10553(03/95)

Registered Under (office use only)/
Enregistré aux termes de (usage interne) PPSA

31 Reference File Number/ *N° de dossier de référence* 775386378

Renewal (R) OR Discharge (C)/ *Renouvellement (R) OU Mainlevée(C)*

Enter Number of Additional Years if Renewal (see reverse)/ *Indiquer le nombre d'années supplémentaires s'il s'agit d'un renouvellement (voir au verso).*

32 Individual Debtor (as recorded)/ *Débiteur particulier (tel qu'inscrit)*

First Given Name/ *Premier prénom* | Initial/ *Initiale* | Surname/ *Nom de famille*

33 Business Debtor (as recorded)/ *Débiteur commercial (tel qu'inscrit)* BITACCESS INC.

Ontario Corporation No. / *N° matricule de la personne morale en Ontario* 3092817

09/16 Secured Party/Lien Claimant/Registering Agent /*Créancier garanti/Créancier privilégié/Agent d'enregistrement*

09/17 Address/*Adresse* | City, etc./*Ville, etc.* | Prov./*Prov.* | Postal Code/*Code postal*

Authorized Signature/*Signature autorisée*

Name and Signature of Secured Party/Lien Claimant OR Name of Secured Party/Lien Claimant AND Name and Signature of Agent of Secured Party/Lien Claimant. / *Nom et signature du créancier garanti/créancier privilégié OU Nom du créancier garanti/créancier privilégié ET nom et signature de l'agent du créancier garanti/créancier privilégié.*

BAKER & MCKENZIE LLP
181 BAY STREET, SUITE 2100
TORONTO ON M5J 2T3

This form must not be reproduced for registration purposes. / Cette formule ne doit pas être reproduite aux fins d'enregistrement.

(Cut along dotted line /*Détachez à la ligne pointillée*)

This is not a Certificate issued under the PPSA. It is provided as a courtesy to assist you/ *Le présent n'est pas un certificat délivré en vertu de PPSA. Il est délivré à titre gracieux pour vous aider.*

Verification Statement/*État de vérification*

Form Type/ *Type de formule*	Page/ *Page*	Line/ *Ligne*	*The expiry date calculated by the system may exceed the date on which the registration ceases to be effective. / * La date d'expiration établie en vertu du système peut être postérieure à la date à laquelle l'enregistrement cesse d'être en vigueur.*	Page/ *Page*	OF/ *DE*	Total Pages/ *Nombre de pages*	*Expiry Date/ *Date d'expiration* YYYY/*AAAA* MM/*MM* DD/*JJ*
				1		1	2027/08/13

```
1C  1  00  775386378
1C  1  01  CAUTION FILING/AVERTIS:      PAGE:   1 OF/DE: 1     MV SCHEDULE
1C  1  01  ATTACHED/LISTE VA:      REG NUM/NO ENREGIST: 20210813 0937 1590 0542
1C  1  01  REG UNDER/T. ENREG: P    REG PERIOD/PERIODE: 6
1C  1  03  BITACCESS INC.
1C  1                                                          3092817
1C  1  04  267 RICHMOND ROAD, SUITE 300
1C  1  04  OTTAWA                    ON    K1Z 6X3
1C  1  08  SILVERPEAK CREDIT PARTNERS, LP
1C  1  09  411 THEODORE FREMD AVENUE, SUITE 206
1C  1  09  RYE                      NY    10580
1C  1  10  CONS GOODS/BIENS CONS:      INVTRY/STOCK: X    EQUIP/MATER: X
1C  1  10  ACCTS/COMPT: X    OTHER/AUTRE: X    MV INCL/VA INCLUS: X
1C  1  10  AMOUNT/MONTANT:                 DATE OF MATURITY/DATE ECHEANCE:
1C  1  10                NO FIXED MAT DATE/D ECHE PAS DET:
1C  1  13  ALL OF EACH OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL
1C  1  14  PROPERTY.
1C  1  16  BAKER & MCKENZIE LLP
1C  1  17  181 BAY STREET, SUITE 2100
1C  1  17  TORONTO                   ON    M5J 2T3

    ***  VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS  ***
```

10553(03/95)

(ccr05a 06/2019)

This is Exhibit "AA" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

GRANT OF A SECURITY INTEREST –
TRADEMARKS

This Canadian Trademark Security Agreement (this "Canadian Trademark Security Agreement") is made as of July 20, 2021, by BitAccess Inc. ("Grantor"), in favor of SILVERPEAK CREDIT PARTNERS, LP, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the Canadian Intellectual Property Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Canadian Security Agreement Supplement, dated as of July 20, 2021, supplementing the Canadian Pledge and Security Agreement, dated December 21, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Canadian Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Canadian Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Canadian Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Canadian Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Canadian Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Without limiting the generality of the foregoing, this Canadian Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to Administrative Agent or any Lender Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor. To the extent there is any inconsistency between this Canadian Trademark Security Agreement and the Canadian Security Agreement, the Canadian Security Agreement shall control.

In addition to and without limitation of any of the foregoing, this Canadian Trademark Security Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 10.13 and 10.14 of the Credit Agreement, *mutatis mutandis*.

This Canadian Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Signature page follows]

DocuSign Envelope ID: 2231F49B-D5DF-4819-A051-AD426978048B

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

BitAccess Inc.

By: DocuSigned by: Mohammed Adham B00GC90ADDD4B0...

Name: Mohammed Adham

Title: Director

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Jurisdiction	Mark	Application Number	Registration Number	Filing Date	Issue Date	Status	Record Owner
Canada	Bitaccess	1662166	TMA954252	2014-02-03	2016-11-03	Issued	Bitaccess Inc.
Canada	BTM	1686725	TMA934254	2014-07-24	2016-04-08	Issued	Bitaccess Inc.

This is Exhibit "BB" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515093034.61

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(3350)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : BITACCESS INC.

FILE CURRENCY : 14MAY 2026

ENQUIRY NUMBER 20260515093034.61 CONTAINS 7 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

OSLER, HOSKIN & HARCOURT LLP - JAMIE TAYLOR

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj6 05/2022)

CONTINUED... 2

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515093034.61

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BITACCESS INC.
FILE CURRENCY : 14MAY 2026

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
525766896

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		001		20260409 1320 1031 4504	P PPSA	05

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	BITACCESS INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	267 RICHMOND RD FL 3			OTTAWA	ON	K1Z 2X3
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		HIS MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTRY OF FINANCE					
09		ADDRESS	400-130 DUFFERIN AVENUE			LONDON	ON	N6A 6G8

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR MATURITY DATE
10		X	X	X	X		12172		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT		MINISTRY OF FINANCE,AM & COLLECTIONS BRANCH, EHT, BN#823256235			
17		ADDRESS	400-130 DUFFERIN AVENUE, (746)	LONDON	ON	N6A 6G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515093034.61

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(3352)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BITACCESS INC.
FILE CURRENCY : 14MAY 2026

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 775386378

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20210813 0937 1590 0542	P PPSA	6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				

03 DEBTOR NAME — BUSINESS NAME: BITACCESS INC. — ONTARIO CORPORATION NO.: 3092817

04 ADDRESS: 267 RICHMOND ROAD, SUITE 300 — OTTAWA — ON — K1Z 6X3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				

06 DEBTOR NAME — BUSINESS NAME: — ONTARIO CORPORATION NO.:

07 ADDRESS:

08 SECURED PARTY / LIEN CLAIMANT: SILVERPEAK CREDIT PARTNERS, LP

09 ADDRESS: 411 THEODORE FREMD AVENUE, SUITE 206 — RYE — NY — 10580

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: ALL OF EACH OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL
14 PROPERTY.
15

16 REGISTERING AGENT: BAKER & MCKENZIE LLP

17 ADDRESS: 181 BAY STREET, SUITE 2100 — TORONTO — ON — M5J 2T3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515093034.61

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BITACCESS INC.
FILE CURRENCY : 14MAY 2026

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20230616 1530 9234 8478	

21 RECORD REFERENCED — FILE NUMBER 775386378

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	A AMENDMENT		

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR — BUSINESS NAME: BITACCESS INC.

25 OTHER CHANGE
26 REASON/ DESCRIPTION: TO CHANGE THE NAME OF THE SECURED PARTY FROM SILVERPEAK CREDIT
27 PARTNERS, LP, AS ADMINISTRATIVE AGENT TO SILVERVIEW CREDIT PARTNERS
28 LP, AS ADMINISTRATIVE AGENT

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT
09 ADDRESS: 411 THEODORE FREMD AVE, SUITE 206 SOUTH RYE NY 10580

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS: BENNETT JONES LLP (SORBARA/90901-1/OD)
17 3400-1 FIRST CANADIAN PLACE TORONTO ON M5X 1A4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515093034.61

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(3354)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BITACCESS INC.
FILE CURRENCY : 14MAY 2026

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20230616 1732 1590 8132	

21 RECORD REFERENCED — FILE NUMBER: 775386378

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	5	

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: BITACCESS INC.

25 OTHER CHANGE REASON/ DESCRIPTION

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/ TRANSFEREE — BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — BENNETT JONES LLP (SORBARA/90901-1/OD)

17 ADDRESS — 3400-1 FIRST CANADIAN PLACE TORONTO ON M5X 1A4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515093034.61

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BITACCESS INC.
FILE CURRENCY : 14MAY 2026

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20241031 1309 1590 4053	

21 RECORD REFERENCED — FILE NUMBER: 775386378

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22	X	A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			
24 BUSINESS NAME	BITACCESS INC.		

25 OTHER CHANGE REASON/ DESCRIPTION
26 TO AMEND THE NAME AND ADDRESS OF THE SECURED PARTY.
27
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				
03/ TRANSFEREE				

03/ BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 SILVERVIEW CREDIT PARTNERS LP
09 ADDRESS 100 SOUTH ASHLEY DRIVE, SUITE 600 TAMPA FL 33602

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED OR MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR — DENTONS CANADA LLP (GMCNAB/RA)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS 400-77 KING STREET WEST TORONTO-DOMINION TORONTO ON M5K 0A1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515093034.61

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(3356)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BITACCESS INC.
FILE CURRENCY : 14MAY 2026

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
525766896	20260409 1320 1031 4504			
775386378	20210813 0937 1590 0542	20230616 1530 9234 8478	20230616 1732 1590 8132	20241031 1309 1590 4053

5 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "BITACCESS INC."

Search Date and Time: May 19, 2026 at 9:18:44 am Pacific time
Account Name: Dye & Durham Corporation

NIL RESULT

0 Matches in 0 Registrations in Report | Exact Matches: 0 (*) | Total Search Report Pages: 0

The search returned a NIL result. 0 registrations were found.

No registered liens or encumbrances have been found on file that match EXACTLY to the search criteria listed above and no similar matches to the criteria have been found.

327

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z20079835

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 07497685-EDD3 5 6250

Search ID #: Z20079835 **Date of Search:** 2026-May-19 **Time of Search:** 10:28:51

Business Debtor Search For:

BITACCESS INC.

Inexact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z20079835

Business Debtor Search For:

BITACCESS INC.

Search ID #: Z20079835 **Date of Search:** 2026-May-19 **Time of Search:** 10:28:51

Registration Number: 25020710062
Registration Type: SECURITY AGREEMENT
Registration Date: 2025-Feb-07
Registration Status: Current
Expiry Date: 2031-Feb-07 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	BETA ECO SERVICES INC. 2930 58 AV NE LEDUC COUNTY, AB T4X0X9	Current

Secured Party / Parties

Block		Status
1	THE BANK OF NOVA SCOTIA 4715 TAHOE BOULEVARD MISSISSAUGA, ON L4W0B4 Email: albertaprod@teranet.ca	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	JN8BT3AB0RW433687	2024	Nissan Rogue	MV - Motor Vehicle	Current

Collateral: General

Block	Description	Status
1	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES	Current

Result Complete

Saskatchewan
Personal Property Registry
Search Result

Searching Party: OnCorp Direct Inc.
Search Date: 19-May-2026 10:38:26
Search Type: Standard

Search #: 205072702
Client Reference:
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name

BitAccess Inc.

There are no registration(s) found in the Saskatchewan Personal Property Registry to match the search critieria entered.

End of Search Result

ENGLISH
FRANÇAIS

The Property Registry A Service Provider for the Province of Manitoba

Sue Shaunessy

Logoff

Services

Account Services

Account Statements

Registration Services

Financing Statement

Change Statement

Discharge Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit Submission

Title Check

Account, Fees, and Payment

Business Debtor

Search Results | Print Requests | Mailing Information | Payment

Help

Search by Business Debtor

Date: 2026-05-19
Time: 11:31:59 AM
Transaction Number: 10283511928

Business Name: BitAccess Inc.

0 exact matches were found.

0 similar matches were found.

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
To start a new search, please select the "New Search" button:

New Search

Search Results | Print Requests | Mailing Information | Payment

Printer Friendly Version

Privacy

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2026-05-15 15:00**

Critère de recherche Nom d'organisme : **BitAccess Inc.**

Résultat exact (0)

Aucun droit n'est inscrit au registre sous le nom consulté. Pour une recherche complète, il est recommandé de consulter aussi les résultats apparaissant sous l'onglet « Nom présentant des similarités », s'il y a lieu.

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2026-05-15 15:00**

Critère de recherche Nom d'organisme : **BitAccess Inc.**

Nom présentant des similarités (0)

Aucune fiche nominative n'est établie au registre sous un nom présentant des similarités avec le nom consulté. La recherche peut ne pas être exhaustive.

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
Type of Search: Debtors (Enterprise)

Search Criteria: BitAccess Inc.

Date and Time of Search (YYYY-MM-DD hh:mm)**:** 2026-05-19 13:31 (Atlantic)
Transaction Number: 28507306
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	35367549	Betco Haulage	Hartland
	*	39176912	BETCO HAULAGE	Hartland
	*	35367549	BETCO HAULAGE LTD.	Hartland
	*	39176912	BETCO HAULAGE LTD.	Hartland
	*	22862304	Biotech Diffusion Inc.	Miramichi
	*	22862304	Biotech Diffusion Inc.	Miramichi
	*	17922873	BUTECO CONSTRUCTION INC.	DIEPPE
	*	34253955	BUTECO CONSTRUCTION INC.	DIEPPE
	*	43124130	BUTECO PROPERTY MANAGEMENT INC.	DIEPPE
	*	29549052	BUTECO REFRIGERATION INC.	DIEPPE
	*	33257452	CHATHAM BIOTEC LTD.	RIVERVIEW
	*	34916486	CHATHAM BIOTEC LTD.	RIVERVIEW
	*	34951558	CHATHAM BIOTEC LTD.	RIVERVIEW
	*	43294693	CHATHAM BIOTEC LTD.	RIVERVIEW

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 14 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 35367549

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	35367549	2021-06-10 14:01	2027-06-10	3057880
Global Change	43049287	2026-03-05 23:33	2027-06-10	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BETCO HAULAGE LTD.
120 McLean Avenue
Hartland NB E7P 2K5
Canada

Type: Enterprise
Betco Haulage
120 McLean Avenue
Hartland NB E7P 2K5
Canada

Secured Parties

The Secured Party below was deleted by registration number 43049287
~~Type: Enterprise~~
~~CWB NATIONAL LEASING INC.~~
~~1525 BUFFALO PLACE~~
~~WINNIPEG MB R3T 1L9~~
~~Canada~~
~~Phone #: 204-954-9000~~
~~Fax #: 866-814-4752~~

The Secured Party below was added by registration number 43049287
Type: Enterprise
NATIONAL BANK EQUIPMENT FINANCE INC.
1525 BUFFALO PLACE
WINNIPEG MB R3T 1L9
Canada
Phone #: 204-954-9000
Fax #: 866-814-4752

General Collateral

AGREEMENT NUMBER 3057880,
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1HTMNMMM4KH556763	Motor Vehicle	2019 International MH025	35367549	

Registration Details for Registration Number: 39176912

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	39176912	2023-11-01 14:54	2029-11-01	3178005
Global Change	43037001	2026-03-05 23:33	2029-11-01	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BETCO HAULAGE LTD.
120 McLean Avenue
Hartland NB E7P 2K5
Canada

Type: Enterprise
BETCO HAULAGE
120 McLean Avenue
Hartland NB E7P 2K5
Canada

Secured Parties

The Secured Party below was deleted by registration number 43037001
~~Type: Enterprise~~
~~CWB NATIONAL LEASING INC.~~
~~1525 BUFFALO PLACE~~
~~WINNIPEG MB R3T 1L9~~
~~Canada~~
~~Phone #: 204-954-9000~~
~~Fax #: 866-814-4752~~

The Secured Party below was added by registration number 43037001
Type: Enterprise
NATIONAL BANK EQUIPMENT FINANCE INC.
1525 BUFFALO PLACE
WINNIPEG MB R3T 1L9
Canada
Phone #: 204-954-9000
Fax #: 866-814-4752

General Collateral

AGREEMENT NUMBER 3178005, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
CATIT14GEERP00179	Motor Vehicle	2012 CAT IT14G2 WHEEL LOADER	39176912	

Registration Details for Registration Number: 22862304

Province or Territory: New Brunswick
Registration Type: Enforcement of Money Judgments Act Notice of Judgment

Beginning December 1, 2019, the registration type formerly known as Creditors Relief Act Notice of Judgment is renamed Enforcement of Money Judgments Act Notice of Judgment.

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	22862304	2013-04-18 12:17	2032-12-10	2-91763

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Court Information

Registration Number	Amount	Judgment Date	Court File Number	Court; Judicial District or Centre
22862304	941385.91	2012-12-10	F/C/330/08	Court of King's Bench of New Brunswick Trial Div.; Fredericton

Judgment Debtors

Type: Enterprise
Biotech Diffusion Inc.
Menon, Rajgopal S
Director
10 River Road
PO Box 4009
Miramichi NB E1V 5R9
Canada

Type: Enterprise
Biotech Diffusion Inc.
Menon, Rajgopal S
Director
10 River Drive
PO Box 4009
Miramichi NB E1V 5R9
Canada

Judgment Creditors

Type: Enterprise
Atlantic Canada Opportunities Agency , an agency of the Government of Canada
MacLellan, M
Paralegal
c/o Department of Justice Canada
5251 Duke Street, Suite 1400
Halifax NS B3J 1P3
Canada
Phone #: 902-407-7674
Fax #: 902-426-8796

General Collateral

All present and after acquired personal property. Tous les biens personnels actuels ou acquis ultérieurement.

Registration Details for Registration Number: 17922873

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	17922873	2009-09-04 15:57	2015-09-04	1087844-CN9
Amendment	26090274	2015-07-08 16:11	2015-09-04	1489396
Renewal	26206805	2015-08-04 10:53	2020-09-04	
Renewal	33999525	2020-08-04 13:16	2025-09-04	
Renewal	42089656	2025-08-04 06:15	2030-09-04	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BUTECO CONSTRUCTION INC.
16 MEUNIER STREET
DIEPPE NB E1A 7W9
Canada

Secured Parties

The Secured Party below was deleted by registration number 26090274
~~Type: Enterprise~~
~~THE BANK OF NOVA SCOTIA~~
~~780 MAIN STREET, PO BOX 100~~
~~MONCTON NB E1C 8K7~~
~~Canada~~

The Secured Party below was added by registration number 26090274
Type: Enterprise
THE BANK OF NOVA SCOTIA
1465 Brenton Street
Halifax NS B3J 3T4
Canada

General Collateral

All the debtor's present personal property and personal property acquired in the future, including inventory, furniture, fixtures, office equipment, industrial equipment, machinery, plant, tools, vehicles, intangible personal property, securities, documents of title, instruments, chattel paper, money and accounts receivable. All the debtor's records relating to the business and the property that is secured and all proceeds that are present or after-acquired personal property.

Registration Details for Registration Number: 34253955

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34253955	2020-09-28 10:58	2026-09-28	4460-689791-01

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Individual
HEBERT, MARC
16 MEUNIER ST
DIEPPE NB E1A7W9
Canada
Date of Birth (YYYY-MM-DD): 1968-12-30

Type: Enterprise
BUTECO CONSTRUCTION INC.
16 MEUNIER STREET
DIEPPE NB E1A7W9
Canada

Secured Parties

Type: Enterprise
KUBOTA CANADA LTD
5900 14TH AVE
MARKHAM ON L3S4K4
Canada

General Collateral

2020 KUBOTA #B2650HSDC KBUB4AHCLK1K79217
2020 KUBOTA *LA534A D2191
2020 KUBOTA *K64-24-07 22011286

PRINCIPAL AMOUNT $45,996.00

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
KBUB4AHCLK1K79217	Motor Vehicle	2020 KUBOTA #B2650HSDC	34253955	
D2191	Motor Vehicle	2020 KUBOTA *LA534A	34253955	
22011286	Motor Vehicle	2020 KUBOTA *K64-24-07	34253955	

Registration Details for Registration Number: 43124130

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	43124130	2026-03-21 11:45	2031-03-21	73125922

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BUTECO PROPERTY MANAGEMENT INC.
55 ENGLEHART RU
DIEPPE NB E1A8K2
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia
4715 Tahoe Blvd

Mississauga ON L4W0B4
Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GT4UXEY6TF121646	Motor Vehicle	2026 GMC Sierra 2500	43124130	

Registration Details for Registration Number: 29549052

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	29549052	2017-09-25 12:24	2022-09-25	1627298-CN9
Renewal	37362134	2022-08-25 12:39	2027-09-25	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BUTECO REFRIGERATION INC.
55 ENGLEHART ST
DIEPPE NB E1A 8K2
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia
4715 Tahoe Blvd
Mississauga ON L4W 0B4
Canada

General Collateral

All present and after-acquired personal property of the debtor and all proceeds that are present or after-acquired personal property.

Registration Details for Registration Number: 33257452

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33257452	2020-01-29 14:33	2025-01-29	
Renewal	40833477	2024-11-07 15:06	2027-01-29	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
CHATHAM BIOTEC LTD.
SMITH, RYAN
761 HILLSBOROUGH RD
RIVERVIEW NB E1B 3W1
Canada

Secured Parties

Type: Enterprise
Caisse populaire acadienne ltée
Savoie, Roger
295, boulevard St-Pierre Ouest
Caraquet NB E1W 1B7
Canada
Phone #: 506-726-9345
Fax #: 506-726-8223

General Collateral

2020 KIOTI KL5521QA72 LOADER, S/N ULF100676

2020 PRONOVOST P720-74 SNOWBLOWER, S/N 49573

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
VFF100061	Motor Vehicle	2020 KIOTI DK5310SE TRACTOR	33257452	

Registration Details for Registration Number: 34916486

Province or Territory: New Brunswick

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34916486	2021-03-15 13:36	2026-03-15	1764969-RB10
Renewal	42938845	2026-02-13 10:11	2031-03-15	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
CHATHAM BIOTEC LTD.
761 HILLSBOROUGH ROAD
RIVERVIEW NB E1B 3W1
Canada

Secured Parties

Type: Enterprise
Royal Bank Of Canada
7101 PARC AVENUE, 5TH FLOOR
MONTREAL QC H3N 1X9
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 34951558

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34951558	2021-03-23 10:25	2031-03-23	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
CHATHAM BIOTEC LTD.
761 HILLSBOROUGH RD
RIVERVIEW NB E1B 3W1
Canada

Secured Parties

Type: Enterprise
Caisse populaire acadienne ltée
Savoie, Roger
295, boulevard St-Pierre Ouest
Caraquet NB E1W 1B7
Canada
Phone #: 506-726-9345
Fax #: 506-726-8223

General Collateral

A security is taken on all present and future personal property of the debtor.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1FBSS31F6YHB39882	Motor Vehicle	2000 FORD ECONOLINE E350 SD X	34951558	
1FTPX14566NB14098	Motor Vehicle	2006 FORD F150 XL	34951558	
1D7HU18D84J140775	Motor Vehicle	2004 DODGE RAM 1500	34951558	
1C6RR7LT9GS155907	Motor Vehicle	2016 DODGE RAM 1500	34951558	
JHLRD78896C800529	Motor Vehicle	2006 HONDA CRV	34951558	
1C3EU4531RF330331	Motor Vehicle	1994 CHRYSLER LEBARON	34951558	
KL2TW52665B395441	Motor Vehicle	2005 PONTIAC WAVE	34951558	
1XPALA0X5KN276869	Motor Vehicle	1989 PETERBILT 357 DUMP TRUCK	34951558	
22899	Motor Vehicle	2015 KUBOTA BX25D-1	34951558	
71240	Motor Vehicle	2012 KUBOTA L4740HSTCC3	34951558	
D274532	Motor Vehicle	1999 FORD VERSILITE 9030	34951558	
TF00935	Motor Vehicle	2000 CATERPILLAR 215D EXCAVATOR	34951558	
7310201	Motor Vehicle	1995 CASE 1150 BULLDOZER	34951558	
11219	Motor Vehicle	1999 CASE 1150B BULLDOZER	34951558	
1F100264	Motor Vehicle	2001 CATERPILLAR 574 FORWARDER	34951558	

Registration Details for Registration Number: 43294693

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	43294693	2026-04-25 06:43	2031-04-25	73738724

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
CHATHAM BIOTEC LTD.
761 HILLSBOROUGH RD
RIVERVIEW NB E1B3W1
Canada

Secured Parties

Type: Enterprise
HONDA CANADA FINANCE INC.
180 HONDA BLVD
MARKHAM ON L6C0H9
Canada

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2HKRS6H92TH232887	Motor Vehicle	2026 HONDA CRV	43294693	

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nova Scotia
Type of Search: Debtors (Enterprise)

Search Criteria: BitAccess Inc.

Date and Time of Search (YYYY-MM-DD hh:mm)**:** 2026-05-19 13:32 (Atlantic)
Transaction Number: 28507314
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	42372979	Akso Marine Biotech Inc.	Hackett's Cove
	*	42049106	BAYWATCH DOCKSIDE MONITORING LIMITED	GLACE BAY
	*	42776633	BAYWATCH PROPERTIES LIMITED	Lower Sackville
	*	41238809	Beautech Automotive and Aircraft Services Incorporated	Bedford
	*	37419967	BIOTECH DEVELOPMENT INCORPORATED	ENFIELD
	*	14525836	Biotech Orthotic Design Inc.	Elmsdale
	*	31676604	BIOTECH ORTHOTICS & BRACES INCORPORATED	ELMSDALE
	*	38727954	BOETECH A. A A. S. (2020) INCORPORATED	MILFORD
	*	41602749	BUTCH REMO DBA RANDY'S PIZZA AND DONAIR DARTMOUTH	DARTHMOUTH
	*	25008632	Wayne Butch Auto Sales Limited	Amherst
	*	27153808	WAYNE BUTCH AUTO SALES LIMITED	AMHERST

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 11 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 42372979

Province or Territory: Nova Scotia
Registration Type: Creditors' Relief Act Notice of Judgment

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	42372979	2025-11-20 12:15	2028-11-20	BN121736532

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Court Information

Registration Number	Amount	Judgment Date	Court File Number	Court
42372979	11048.13	2025-10-14	547703	Supreme Court of Nova Scotia

Judgment Debtors

Type: Enterprise
Akso Marine Biotech Inc.
212 Pauls Point Road
Hackett's Cove NS B3Z 3K7
Canada

Judgment Creditors

Type: Enterprise
WORKERS' COMPENSATION BOARD OF NOVA SCOTIA
Organ, Marg
SENIOR COLLECTIONS OFFICER
P.O. BOX 1150
5668 SOUTH ST
Halifax NS B3J 2Y2
Canada
Phone #: 902-491-8318
Fax #: 902-491-8325

General Collateral

All present and after acquired personal property. / Tous les biens personnels actuels ou acquis ultérieurement.

Registration Details for Registration Number: 42049106

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	42049106	2025-09-16 17:18	2029-09-16	70220920

This registration has **not** been the subject of an Amendment or Global Change. The following registration

information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BAYWATCH DOCKSIDE MONITORING LIMITED
2- 33 GALLANT STREET
GLACE BAY NS B1A 1T2
Canada

Secured Parties

Type: Enterprise
GM Financial Canada Leasing Ltd.
2001 Sheppard Ave. Ste 600
Toronto ON M2J 4Z8
Canada

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GCUKDED7SZ338055	Motor Vehicle	2025 CHEVROLET TRUCKS SILVERADO 1500 4WD	42049106	

Registration Details for Registration Number: 42776633

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	42776633	2026-02-24 09:53	2031-02-24	50072613-00001
Amendment	42779165	2026-02-24 13:10	2031-02-24	50072613-00001

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BAYWATCH PROPERTIES LIMITED
295 Cobequid Rd
Lower Sackville NS B4C 3M1
Canada

Secured Parties

Type: Enterprise
The Toronto-Dominion Bank
P.O BOX 513, 360 PLEASANT ST.
MIRAMICHI NB E1V 3M6
Canada

General Collateral

A security interest is taken in all present and after-acquired

(a) accounts, demands, choses in action now or hereafter due, owing or accruing due to the Debtor, and all proceeds that are present or after-acquired personal property, and all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages and all other rights and benefits which now or may hereafter be vested in the Debtor in respect of or as security for any of the said accounts, demands and choses in action, and all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to any of the collateral; and

(b) all Inventory, Fixed Assets, Intangibles and other of the debtors

Added by registration number 42779165

The general collateral description immediately above is hereby deleted in its entirety and replaced with:

A security is taken in all present and after acquired personal property of the debtor, including without limitation all Accounts Receivable, Inventory, Fixed Assets, Intangibles and other.

Registration Details for Registration Number: 41238809

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	41238809	2025-04-22 09:46	2030-04-22	L7508

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Individual
Porter, Dean Alison
48 Highway 14
Milford NS B0N 1Y0
Canada
Date of Birth (YYYY-MM-DD): 1946-10-17

Type: Enterprise
Beautech Automotive and Aircraft Services Incorporated
Porter, Dean Alison
OWNER
PO Box 44104
Bedford NS B4A 3C5
Canada

Secured Parties

Type: Enterprise
Dynamic Leasing Partnership, by its agent and partner Steele Chrysler Plymouth Limited - dba Steele Leasing
Harding, Natalie
Steele Leasing Assistant
8 BASINVIEW DRIVE
Dartmouth NS B3B1G4
Canada
Phone #: 902-817-3932

General Collateral

2024 Chevrolet Malibu 1LT
1G1ZD5ST4RF241238

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1G1ZD5ST4RF241238	Motor Vehicle	2024 Chevrolet Malibu 1LT	41238809	

Additional Information

STEELE LEASE STARTING APRIL 17, 2025 - 60 MONTHS

Registration Details for Registration Number: 37419967

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	37419967	2023-02-08 11:44	2028-02-08	51595492

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

BIOTECH DEVELOPMENT INCORPORATED
8 ISLAND VIEW LAND
ENFIELD NS B2T1H3
Canada

Secured Parties

Type: Enterprise
Royal Bank Of Canada
7101 Parc Avenue, 5th Floor
Montreal QC H3N 1X9
Canada

General Collateral

All of the Debtor's present and after-acquired personal property except for consumer goods and all proceeds thereof, including, without limitation, all of the Debtor's personal and after-acquired personal property.

Registration Details for Registration Number: 14525836

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	14525836	2008-10-09 17:57	2013-10-09	1008541-CN9
Renewal	21760228	2013-09-09 10:53	2018-10-09	
Renewal	30068316	2018-09-10 11:03	2023-10-09	
Renewal	38412326	2023-09-09 06:20	2028-10-09	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Biotech Orthotic Design Inc.
69 Park Road, Unit 3
Elmsdale NS B2S 2L3
Canada

Secured Parties

Type: Enterprise
The Bank Of Nova Scotia - 51193 Atlantic Document Centre
1465 Brenton St, 4 Fl, Ste 401

Halifax NS B3J 3T4
Canada
Fax #: 902-474-7009

General Collateral

All the debtors present personal property and personal property acquired in the future, including inventory, furniture, fixtures, office equipment, industrial equipment, machinery, plant, tools, vehicles, intangible personal property, securities, documents of title, instruments, chattel paper, money and accounts receivable. All the debtors records relating to the business and the property that is secured and all proceeds that are present or after-acquired personal property.

Registration Details for Registration Number: 31676604

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	31676604	2019-08-26 17:57	2024-08-26	1818836-RB10
Renewal	39974035	2024-08-02 09:21	2029-08-26	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BIOTECH ORTHOTICS & BRACES INCORPORATED
69 PARK RD, UNIT 3
ELMSDALE NS B2S 2L3
Canada

Secured Parties

Type: Enterprise
Royal Bank Of Canada
7101 PARC AVENUE, 5TH FLOOR
MONTREAL QC H3N 1X9
Canada

General Collateral

All of the Debtor's present and after-acquired personal property except for consumer goods and all proceeds thereof, including, without limitation, all of the Debtor's personal and after-acquired personal property.

Registration Details for Registration Number: 38727954

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	38727954	2023-11-14 18:30	2028-11-14	58591770

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BOETECH A. A A. S. (2020) INCORPORATED
48 HIGHWAY 14
MILFORD NS B0N 1Y0
Canada

Secured Parties

Type: Enterprise
THE TORONTO-DOMINION BANK
1475 Bedford Highway
Bedford NS B4A 3Z5
Canada

General Collateral

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Registration Details for Registration Number: 41602749

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	41602749	2025-06-25 09:58	2030-06-25	1290644

This registration has **not** been the subject of an Amendment or Global Change. The following registration

information was added by the original registration and has not been deleted.

Debtors

Type: Individual
REMO, BUTCH
1715 CALDWELL ROAD
EASTERN PASSAGE NS B3G1C6
Canada
Date of Birth (YYYY-MM-DD): 1984-11-01

Type: Enterprise
BUTCH REMO DBA RANDY'S PIZZA AND DONAIR DARTMOUTH
179 BOLAND RD
DARTHMOUTH NS B3A3G8
Canada

Secured Parties

Type: Enterprise
MERCHANT CAPITAL GROUP LLC
2200 BISCAYNE BLVD SUITE 200
MIAMI FL 33137
USA

General Collateral

ALL ASSETS NOW OWNED OR HEREAFTER ACQUIRED AND WHEREVER LOCATED INCLUDING BUT NOT LIMITED TO THE FOLLOWING SUBCATEGORIES OF ASSETS A ACCOUNTS INCLUDING BUT NOT LIMITED TO CREDIT CARD RECEIVABLES B CHATTEL PAPER C INVENTORY D EQUIPMENT E INSTRUMENTS INCLUDING BUT NOT LIMITED TO PROMISSORY NOTES F INVESTMENT PROPERTY G DOCUMENTS H DEPOSIT ACCOUNTS I LETTER OF CREDIT RIGHTS J GENERAL INTANGIBLES K SUPPORTING OBLIGATIONS AND L PROCEEDS AND PRODUCTS OF THE FOREGOING NOTICE PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTUOUS INTERFERENCE WITH THE SECURED PARTYS RIGHT BY SUCH ENCUMBRANCE IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN DEBTORS ACCOUNTS CHATTEL PAPER OR GENERAL INTANGIBLES CONTRARY TO THE ABOVE THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS THEREOF RECEIVED BY SUCH ENTITY PRINCIPAL AMOUNT - $80,640.00

Registration Details for Registration Number: 25008632

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	25008632	2015-10-06 14:35	2022-10-06	FTEL21-15-09
Renewal	25737701	2016-03-31 14:58	2027-10-06	
Amendment	25923764	2016-05-10 09:48	2027-10-06	FTEL21FTEL28

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 25923764
~~Type: Individual~~
~~MacKenzie, Wayne Ronald~~
~~18 Edgewood Avenue~~
~~Amherst NS B4H1K7~~
~~Canada~~
~~Date of Birth (YYYY-MM-DD): 1966-09-20~~

The Debtor below was added by registration number 25923764
Type: Enterprise
Wayne Butch Auto Sales Limited
MacKenzie, Wayne Ronald
18 Edgewood Avenue
Amherst NS B4H1K7
Canada

Secured Parties

Type: Enterprise
Cumberland Development Corporation Limited
Wood, Carys F
Executive Director
35 Church Street
P.O. Box 487
Amherst NS B4H 4A1
Canada
Phone #: 902-667-5700
Fax #: 902-667-1452

General Collateral

All of the Debtor's present and after acquired personal property.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
4X4TWDD268R338096	Trailer	2008 Travel Trailer	25008632	

Registration Details for Registration Number: 27153808

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27153808	2017-01-31 11:24	2022-01-31	524259MM
Amendment	33029851	2020-07-10 11:12	2022-01-31	524259MM
Renewal	35573229	2021-12-15 12:03	2027-01-31	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
WAYNE BUTCH AUTO SALES LIMITED
467 HIGHWAY #6
AMHERST NS B4H3Y2
Canada

Secured Parties

The Secured Party below was deleted by registration number 33029851
~~Type: Enterprise~~
~~AUTOMOTIVE FINANCE CANADA INC.~~
~~C/O AFC 13085 HAMILTON XING BLVD #300~~
~~CARMEL IN 46032~~
~~USA~~

The Secured Party below was added by registration number 33029851
Type: Enterprise
AUTOMOTIVE FINANCE CANADA INC.
C/O AFC 11299 N. ILLINOIS STREET
CARMEL IN 46032
USA

General Collateral

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF DEBTOR, INCLUDING WITHOUT LIMITATION, ALL NOW OWNED OR HEREAFTER ACQUIRED INVENTORY (INCLUDING BUT NOT LIMITED TO INVENTORY OF NEW AND USED CARS, TRUCKS, TRACTORS, TRUCK TRAILERS, TRUCK CHASSIS, TRUCK BODIES, MOTORCYCLES, RECREATIONAL VEHICLES, AND OTHER MOTOR VEHICLES), AS WELL AS ALL OWNED AND AFTER ACQUIRED EQUIPMENT, ACCOUNTS, CHATTEL PAPER, DOCUMENTS (INCLUDING BUT NOT LIMITED TO OWNERSHIP CERTIFICATES), FIXTURES, INSTRUMENTS, DEPOSIT ACCOUNTS, INVESTMENT PROPERTY, GENERAL INTANGIBLES, COMPUTER RECORDS, SOFTWARE, BUSINESS PAPERS, LEDGER SHEETS, FILES, BOOKS, AND RECORDS RELATING TO THE FOREGOING, AND ALL ADDITIONS, ACCESSIONS, ACCESSORIES, AND REPLACEMENTS TO THE FOREGOING, AND ALL PROCEEDS THEREOF.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Prince Edward Island
Type of Search: Debtors (Enterprise)

Search Criteria: BitAccess Inc.

Date and Time of Search (YYYY-MM-DD hh:mm)**:** 2026-05-19 13:34 (Atlantic)
Transaction Number: 28507334
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	6185317	BAYWATCH COTTAGE 2016 INC.	BRACKLEY BEACH
	*	6550751	Pegasus Biotech Inc	Charlottetown
	*	5385987	PEGASUS BIOTECH INCORPORATED	HARTSVILLE
	*	5803829	PEGASUS BIOTECH INCORPORATED	HARTSVILLE
	*	5903114	PEGASUS BIOTECH INCORPORATED	HARTSVILLE
	*	6083748	PEGASUS BIOTECH INCORPORATED	Hartsville
	*	6764628	Pegasus Biotech Incorporated	Charlottetown
	*	7275129	Pegasus Biotech Incorporated	Hartsville

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 8 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 6185317

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	6185317	2023-05-01 17:49	2034-05-01	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BAYWATCH COTTAGE 2016 INC.
3805 PORTGAGE ROAD, RTE 6
BRACKLEY BEACH PE C1E2W3
Canada

Secured Parties

Type: Enterprise
WEI GAO
14 ROYALTY ROAD
CHARLOTTETOWN PE C1E1T8
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR IN RELATION TO 3805 PORTAGE ROAD, BRACKLEY BEACH, PE (PID 132506), EXCEPT CONSUMER GOODS, INCLUDING BUT NOT LIMITED TO INVENTORY, RECEIVABLES, FURNITURE, FIXTURES, MACHINERY, EQUIPMENT, INTELLECTUAL PROPERTY AND LICENSES, AND ALL PROCEEDS THEREOF

Registration Details for Registration Number: 6550751

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	6550751	2024-05-01 14:03	2027-05-01	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Pegasus Biotech Inc
Wilts, Jonathan
CFO
550 University Ave
Charlottetown PE C1A 4P3
Canada

Secured Parties

Type: Enterprise
Finance PEI
Mitch, Ryan
Financial Analyst
94 Euston St
Charlottetown PE
Canada

General Collateral

A security interest is taken in all present and after-acquired personal property of the Debtor, except consumer goods, including inventory, receivables, furniture, fixtures, machinery, equipment, intellectual property and licenses.

Registration Details for Registration Number: 5385987

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	5385987	2021-01-13 16:56	2026-01-13	272828-RB10
Renewal	7188009	2026-01-02 12:34	2031-01-13	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
PEGASUS BIOTECH INCORPORATED
3282 HOPEDALE RD - RTE 13
HARTSVILLE PE C0A 1Y0
Canada

Secured Parties

Type: Enterprise
Royal Bank Of Canada
7101 PARC AVENUE, 5TH FLOOR
MONTREAL QC H3N 1X9
Canada

General Collateral

All of the Debtor's present and after-acquired personal property except for consumer goods and all proceeds thereof, including, without limitation, all of the Debtor's personal and after-acquired personal property.

Registration Details for Registration Number: 5803829

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	5803829	2022-03-15 10:49	2027-03-15	44827390

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
PEGASUS BIOTECH INCORPORATED
3282 HOPEDALE RD - RTE 13
HARTSVILLE PE C0A1Y0
Canada

Secured Parties

Type: Enterprise
Royal Bank Of Canada
7101 Parc Avenue, 5th Floor
Montreal QC H3N 1X9
Canada

General Collateral

Goods of the Debtor (including all parts, components, attachments, additions, alterations, accessories, improvements and other personal property placed on, added to or appurtenant to the goods) and all proceeds thereof including without limitation all goods including equipment (equipment includes without limitation, machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature and kind and consumer goods) instruments, intangibles, chattel paper and documents of title.

Registration Details for Registration Number: 5903114

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	5903114	2022-06-20 10:24	2027-06-20	45977844

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
PEGASUS BIOTECH INCORPORATED
3282 HOPEDALE RD - RTE 13
HARTSVILLE PE C0A1Y0
Canada

Secured Parties

Type: Enterprise
Banque Royale Du Canada
7101 Avenue Du Parc - 5E Etage
Montreal QC H3N 1X9
Canada

General Collateral

Goods of the Debtor (including all parts, components, attachments, additions, alterations, accessories, improvements and other personal property placed on, added to or appurtenant to the goods) and all proceeds thereof including without limitation all goods including equipment (equipment includes without limitation, machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature and kind and consumer goods) instruments, intangibles, chattel paper and documents of title.

Registration Details for Registration Number: 6083748

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	6083748	2023-01-03 10:53	2028-01-03	51275848

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
PEGASUS BIOTECH INCORPORATED
3282 HOPEDALE RD - RTE 13
Hartsville PE C0A1Y0
Canada

Secured Parties

Type: Enterprise
Royal Bank Of Canada
7101 Parc Avenue, 5th Floor
Montreal QC H3N 1X9
Canada

General Collateral

All goods including all parts, accessories, attachments, additions, and accessions thereto, now owned or hereafter owns or acquired by Debtor including without limitation all equipment, machinery, tools, apparatus, plant, furniture, fixtures, aircraft and vehicles of whatsoever nature and kind and wherever situate and all proceeds thereof including, without limitation, goods, documents of title, chattel paper, securities, instruments, money and intangibles. 1390iR101987

Registration Details for Registration Number: 6764628

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	6764628	2024-11-20 12:00	2029-11-20	AVS37089237

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Pegasus Biotech Incorporated
550 University Ave
Charlottetown PE C1A4P3
Canada

Secured Parties

Type: Enterprise
ESFC FUNDING CO., LLC
251 Little Falls Drive
Wilmington DE 19808
USA

General Collateral

ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR AND WHERESOEVER LOCATED, AND THE PROCEEDS THEREOF, INCLUDING INSURANCE PROCEEDS.

Registration Details for Registration Number: 7275129

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	7275129	2026-03-31 13:40	2036-03-31	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Pegasus Biotech Incorporated
3282 Hopedale Rd - Rte 13
Hartsville PE C0A 1Y0
Canada

Secured Parties

Type: Enterprise
FARM CREDIT CANADA
104 - 1133 St. George Blvd
MONCTON NB E1E 4E1
Canada
Phone #: 888-387-3232

General Collateral

All present and after-acquired personal property of the debtor. Proceeds - all present and after-acquired personal property of the debtor.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Newfoundland and Labrador
Type of Search: Debtors (Enterprise)

Search Criteria: BitAccess Inc.

Date and Time of Search (YYYY-MM-DD hh:mm)**:** 2026-05-19 13:34 (Atlantic)
Transaction Number: 28507330
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	14317663	BAYTEC MECHANICAL SERVICES INC.	HAPPY VALLEY-GOOSE BAY
	*	15461163	Baytec Mechanical Services Inc.	Happy Valley-Goose Bay
	*	21546759	Baytec Mechanical Services Inc.	Happy Valley-Goose Bay
	*	1187566	BEOTHIC FISH PROCESSORS LIMITED	Valleyfield
	*	7752979	BEOTHIC FISH PROCESSORS LIMITED	New Wes Valley
	*	1244139	BEOTHIC FISH PROCESSORS LIMITED	Badger's Quay
	*	1190990	BEOTHIC FISH PROCESSORS LTD.	Valleyfield
	*	1009410	BEOTHIC INTERIORS LIMITED	Mount Pearl

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 8 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 14317663

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	14317663	2016-09-16 14:53	2021-09-16	930510-RB10

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Renewal	19215938	2021-09-01 11:35	2026-09-16	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BAYTEC MECHANICAL SERVICES INC.
17 BURNWOOD DRIVE PO BOX 689
HAPPY VALLEY-GOOSE BAY NL A0P 1E0
Canada

Secured Parties

Type: Enterprise
Royal Bank Of Canada
1 PVM, 2nd Fl, East Wing
Montreal QC H3C 3A9
Canada
Fax #: 514-874-8536

General Collateral

Moneys or amounts that may from time to time be on deposit in the name of the Debtor with or owed to the Debtor by the secured party, Royal Bank Mortgage Corporation, The Royal Trust Company or Royal Trust Corporation of Canada or any two or more of them, and in Debtors rights in those moneys or those amounts, all proceeds of those moneys or those amounts, including, without limitation, goods (including inventory, equipment (equipment includes without limitation, machinery, tools, apparatus, plant, furniture, fixtures, aircraft and vehicles of whatsoever nature and kind) and consumer goods), instruments, intangibles, securities, chattel paper, and documents of title.

Registration Details for Registration Number: 15461163

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	15461163	2017-11-02 13:00	2038-11-02	GB2127-1 GGS

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Baytec Mechanical Services Inc.
Angiers, Chad
President/Director
17 Burnwood Drive
P.O. Box 689, Station B
Happy Valley-Goose Bay NL A0P 1E0
Canada

Secured Parties

Type: Enterprise
Business Development Bank of Canada
Barker, Stephen
Senior Account Manager
Fortis Tower
4 Herald Avenue
1st Floor
Corner Brook NL A2H 4B4
Canada

General Collateral

All present and after acquired property of the Debtor.

Registration Details for Registration Number: 21546759

Province or Territory: Newfoundland and Labrador
Registration Type: Notice of Appointment of Receiver

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	21546759	2024-03-06 14:45	2029-03-06	245379

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Court Information

Registration Number				Court

Debtors

Type: Enterprise
Baytec Mechanical Services Inc.
Angiers, Chad

17 Burnwood Drive
Happy Valley-Goose Bay NL A0P 1E0
Canada

Receivers

Type: Enterprise
MNP Ltd.
Pettigrew, Paul
Receiver
Suite 1400-1801, Hollis Street
Halifax NS B3J 3N4
Canada
Phone #: 902-334-2016

General Collateral

All of the debtors present and after acquired personal property, and all proceeds thereof.

Additional Information

In the case of an appointment under a security agreement:

1) the date of the appointment of the receiver February 20, 2024
2) the name and address of the secured party named in the agreement
   Business Development Bank of Canada
   1234 Main Street, 5th Floor
   Moncton, NB E1C 1H7

Registration Details for Registration Number: 1187566

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	1187566	2001-08-24 18:26	2006-08-24	74969-NS1
Renewal	5105968	2006-07-27 18:16	2011-08-24	
Renewal	9257369	2011-07-25 10:13	2016-08-24	
Renewal	14165294	2016-07-25 10:57	2021-08-24	
Renewal	19104660	2021-07-26 12:48	2026-08-24	
Amendment	19889245	2022-05-26 10:53	2026-08-24	209408

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BEOTHIC FISH PROCESSORS LIMITED
P.O. BOX 10
Valleyfield NL A0G 1B0
Canada

Secured Parties

Type: Enterprise
THE BANK OF NOVA SCOTIA
PO BOX 130 245 WATER STREET
St John's NL A1C 5H5
Canada

General Collateral

ALL INVENTORY (INCLUDING WITHOUT LIMITATION, FRESH AND FROZEN FISH, FISH PRODUCTS AND OTHER FOOD PRODUCTS, RAW MATERIAL, WORK IN PROCESS AND FINISHED GOODS), ACCOUNTS, ACCOUNTS RECEIVABLE, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER, AND GENERAL INTANGIBLES. THE LOCATIONS OF ALL DEBTOR INVENTORY IN THE UNITED STATES INCLUDING THE NAME AND ADDRESS OF ANY PUBLIC WAREHOUSE OR CONSIGNEE AT WHICH INVENTORY IS STORED ARE SET FORTH ON SCHEDULE I. THE DEBTOR SHALL PROMPTLY NOTIFY THE SECURED PARTY AT ANY TIME INVENTORY BECOMES LOCATED WITHIN THE UNITED STATES BUT A PLACE NOT SET FORTH ON SCHEDULE I LOCATION OF INVENTORY (1) ATLANTIC REEFER TERMINALS R210 EASTERN AVENUE GLOUCESTER MASSACHUSETTS U.S.A. 01930 (2) QUINCY MARKET COLD STORAGE & WAREHOUSE CO. RODGERS STREET GLOUCESTER MASSACHUSETTS U.S.A 01930 (3) QUINCY MARKET COLD STORAGE & WAREHOUSE CO. EAST MAIN STREET GLOUCESTER MASSACHUSETTS U.S.A. 01930

Added by registration number 19889245
THE ABOVE GENERAL COLLATERAL DESCRIPTION IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

ALL INVENTORY (INCLUDING WITHOUT LIMITATION, FRESH AND FROZEN FISH, FISH PRODUCTS AND OTHER FOOD PRODUCTS, RAW MATERIAL, WORK IN PROCESS AND FINISHED GOODS), ACCOUNTS, ACCOUNTS RECEIVABLE, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER AND GENERAL INTANGIBLES.

Registration Details for Registration Number: 7752979

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	7752979	2009-10-26 16:58	2014-10-26	568872-CN9

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Renewal	12384830	2014-10-09 10:51	2019-10-26	
Renewal	17325937	2019-09-26 12:23	2024-10-26	
Renewal	22156913	2024-09-26 06:16	2029-10-26	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BEOTHIC FISH PROCESSORS LIMITED
BOX 10
New Wes Valley NL A0E 1B0
Canada

Secured Parties

Type: Enterprise
THE BANK OF NOVA SCOTIA
5251 DUKE STREET, SUITE 700
Halifax NS B3J 1P3
Canada

General Collateral

A Priority Agreement dated August 19, 2008 Among: The Toronto-Dominion Bank (the "Agent") and The Bank of Nova Scotia (the "Lender") and Beothic Fish Processors Limited (the "Grantor") Whereas, the Grantor has granted to the Lender a registered security interest, in all of the Grantor's present and after-acquired personal property, and such other security as the Lender may from time to time receive from the Grantor to secure and present and future debts and obligations of the Grantor to the Lender (the "Lender Security") and Whereas, the parties hereto have agreed to enter into this agreement in order to set out the respective priorities of the Agent Security and the Lender Security. The Lender Security is hereby postponed and subordinated to the security constituted by the Agent Security with respect to the Collateral.

Registration Details for Registration Number: 1244139

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	1244139	2001-09-24 19:10	2006-09-24	79109-NS1
Renewal	5170566	2006-08-25 18:02	2011-09-24	
Renewal	9341919	2011-08-24 11:13	2016-09-24	

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Amendment	9707560	2012-01-26 15:48	2016-09-24	697766
Renewal	14251946	2016-08-24 11:59	2021-09-24	
Amendment	16241044	2018-08-17 13:16	2021-09-24	1006733
Amendment	16289555	2018-09-04 16:56	2021-09-24	1008227
Renewal	19189232	2021-08-24 12:51	2026-09-24	
Amendment	19889138	2022-05-26 10:39	2026-09-24	209408

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 16289555
~~Type: Enterprise~~
~~BEOTHIC FISH PROCESSORS LIMITED~~
~~BOX 10~~
~~Valleyfield NL A0G 1B0~~
~~Canada~~

The Debtor below was added by registration number 16289555
Type: Enterprise
BEOTHIC FISH PROCESSORS LIMITED
9 Boethic Road
Badger's Quay NL A0G 1B0
Canada

Secured Parties

The Secured Party below was deleted by registration number 9707560
~~Type: Enterprise~~
~~BANK OF NOVA SCOTIA~~
~~PO BOX 130~~
~~ST. JOHN'S NL A1C 5H5~~
~~Canada~~

The Secured Party below was added by registration number 9707560
The Secured Party below was deleted by registration number 16241044
~~Type: Enterprise~~
~~BANK OF NOVA SCOTIA~~
~~PO Box 34063~~
~~Halifax NS B3J 3S1~~
~~Canada~~

The Secured Party below was added by registration number 16241044
Type: Enterprise
BANK OF NOVA SCOTIA
4715 Tahoe Blvd
Mississauga ON L4W 0B4
Canada

General Collateral

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND ALL PROCEEDS THAT ARE PRESENT OR AFTER-ACQUIRED PERSONAL PROPERTY.

Added by registration number 9707560

ADD
--- COLLATERAL DESCRIPTIONS ---
Location of Collateral:
Valleyfield, NL
Greenspond, NL

Added by registration number 16289555

ADD
--- COLLATERAL DESCRIPTIONS ---
9 Beothic Road, Badger's Quay, NL A0G 1B0

Added by registration number 19889138

THE ABOVE GENERAL COLLATERAL DESCRIPTION IS HEREBY AMENDED BY THE DELETION OF THE AMENDMENTS FILED AS REGISTRATION NOS. 9707560 AND 16289555 SUCH THAT THE GENERAL COLLATERAL DESCRIPTION IS AS FOLLOWS:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND ALL PROCEEDS THAT ARE PRESENT OR AFTER-ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 1190990

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	1190990	2001-08-27 15:40	2006-08-27	75184-NS1
Amendment	1196743	2001-08-29 15:20	2006-08-27	75184-NS1
Renewal	5091269	2006-07-21 13:55	2011-08-27	
Renewal	9265476	2011-07-27 10:44	2016-08-27	
Renewal	14173173	2016-07-27 10:39	2021-08-27	
Renewal	19107531	2021-07-27 12:32	2026-08-27	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BEOTHIC FISH PROCESSORS LTD.
BOX 10
Valleyfield NL A0G 1B0
Canada

Secured Parties

The Secured Party below was deleted by registration number 1196743
~~Type: Enterprise~~
~~BANK OF NOVA SCOTIA~~
~~PO BOX 10~~
~~WESLEYVILLE NL A0G 4R0~~
~~Canada~~

The Secured Party below was added by registration number 1196743
Type: Enterprise
BANK OF NOVA SCOTIA
PO BOX 130
ST. JOHN'S NL A1C 5H5
Canada

General Collateral

ALL PRESENT AND AFTER-ACQUIRED ACCOUNTS, DEMANDS, AND CHOSES IN ACTION NOW OR HEREAFTER DUE, OWING OR ACCRUING DUE TO THE DEBTOR, AND ALL PROCEEDS THAT ARE PRESENT OR AFTER-ACQUIRED PERSONAL PROPERTY, AND ALL CONTRACTS, SECURITIES, BILLS, NOTES, LIEN NOTES, JUDGEMENTS, CHATTEL MORTGAGES, MORTGAGES AND ALL OTHER RIGHTS AND BENEFITS WHICH NOW ARE OR MAY HEREAFTER BE VESTED IN THE DEBTOR IN RESPECT OF OR AS SECURITY FOR ANY OF THE SAID ACCOUNTS, DEMANDS AND CHOSES IN ACTION, AND ALL BOOKS, ACCOUNTS, INVOICES, LETTERS, PAPERS AND DOCUMENTS IN ANY WAY EVIDENCING OR RELATING TO ANY OF THE COLLATERAL.

Pre PPSA Information

PrePPSA Act	PrePPSA Number	County/Venue	PrePPSA Date	Added By	Deleted By
Assignment of Book Debts Act	13911	St. John's	1983-07-15 00:00	1190990	

Registration Details for Registration Number: 1009410

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	1009410	2001-06-05 19:11	2006-06-05	61553-RB2
Renewal	4905099	2006-05-05 13:42	2011-06-05	
Renewal	9019279	2011-04-29 15:48	2016-06-05	
Renewal	13873328	2016-04-29 20:13	2021-06-05	
Renewal	18819680	2021-04-30 12:42	2026-06-05	
Renewal	23809155	2026-05-08 09:53	2031-06-05	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BEOTHIC INTERIORS LIMITED
P.O. BOX 473
Mount Pearl NL A1N 2C4
Canada

Secured Parties

Type: Enterprise
Royal Bank of Canada
630 Rene Levesque W 1st Fl
Montreal PQ H3B 1S6
Canada

General Collateral

All of the Debtor's present and after-aquired intangibles, and all proceeds of those intangibles, including, without limitation, goods (including inventory, equipment (equipment includes, without limitation, machinery, tools, apparatus, plant, furniture, fixtures, aircraft and vehicles of whatsoever nature and kind) and consumer goods), money, instruments, securities, chattel paper, and documents of title.

Pre PPSA Information

PrePPSA Act	PrePPSA Number	County/Venue	PrePPSA Date	Added By	Deleted By
Assignment of Book Debts Act	19032	not applicable	1987-02-19 00:00	1009410	

END OF REPORT

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515092938.08

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(3344)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : DIGITAL GOLD VENTURES INC.

FILE CURRENCY : 14MAY 2026

ENQUIRY NUMBER 20260515092938.08 CONTAINS 6 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

OSLER, HOSKIN & HARCOURT LLP - JAMIE TAYLOR

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

CONTINUED... 2

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515092938.08

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DIGITAL GOLD VENTURES INC.
FILE CURRENCY : 14MAY 2026

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	775188918									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD
01		001		1		20210806 1453 1590 9762	P	PPSA		6
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME	DIGITAL GOLD VENTURES INC.					ONTARIO CORPORATION NO.		2851374
04		ADDRESS	181 BAY STREET, SUITE 2100		TORONTO				ON	M5J 2T3
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME						ONTARIO CORPORATION NO.		
07		ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT		SILVERPEAK CREDIT PARTNERS, LP							
09		ADDRESS	411 THEODORE FREMD AVENUE, SUITE 206		RYE				NY	10580

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
10		X	X	X	X	X			

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION
14 ALL OF EACH OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL
15 PROPERTY.

16 REGISTERING AGENT BAKER & MCKENZIE LLP
17 ADDRESS 181 BAY ST, STE 2100 BAY-WELLINGTON TWR TORONTO ON M5J 2T3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515092938.08

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DIGITAL GOLD VENTURES INC.
FILE CURRENCY : 14MAY 2026

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20230616 1531 9234 8479	

21 RECORD REFERENCED — FILE NUMBER 775188918

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: DIGITAL GOLD VENTURES INC.

25 OTHER CHANGE REASON/ DESCRIPTION
26 TO CHANGE THE NAME OF THE SECURED PARTY FROM SILVERPEAK CREDIT
27 PARTNERS, LP, AS ADMINISTRATIVE AGENT TO SILVERVIEW CREDIT PARTNERS
28 LP, AS ADMINISTRATIVE AGENT

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/ 03/ TRANSFEREE				

06 BUSINESS NAME — ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT
09 ADDRESS 411 THEODORE FREMD AVE, SUITE 206 SOUTH RYE NY 10580

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED OR MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — BENNETT JONES LLP (SORBARA/90901-1/OD)
17 ADDRESS 3400-1 FIRST CANADIAN PLACE TORONTO ON M5X 1A4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515092938.08

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DIGITAL GOLD VENTURES INC.
FILE CURRENCY : 14MAY 2026

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20230616 1732 1590 8133	

	RECORD REFERENCED	FILE NUMBER	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
21		775188918					
22					B RENEWAL	5	

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME DIGITAL GOLD VENTURES INC.		
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/05	DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
03/06	TRANSFEREE	BUSINESS NAME		ONTARIO CORPORATION NO.
04/07		ADDRESS		
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT OR	BENNETT JONES LLP (SORBARA/90901-1/OD)				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	3400-1 FIRST CANADIAN PLACE	TORONTO	ON	M5X 1A4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515092938.08

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(3348)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DIGITAL GOLD VENTURES INC.
FILE CURRENCY : 14MAY 2026

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20241031 1309 1590 4052	

21 RECORD REFERENCED — FILE NUMBER: 775188918

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	A AMENDMENT		

22

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: DIGITAL GOLD VENTURES INC.

25 OTHER CHANGE REASON/ DESCRIPTION
26 TO AMEND THE NAME AND ADDRESS OF THE SECURED PARTY.
27
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 SILVERVIEW CREDIT PARTNERS LP
09 ADDRESS: 100 SOUTH ASHLEY DRIVE, SUITE 600 TAMPA FL 33602

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — DENTONS CANADA LLP (GMCNAB/RA)
17 ADDRESS: 400-77 KING STREET WEST TORONTO-DOMINION TORONTO ON M5K 0A1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 135
RUN DATE : 2026/05/15
ID : 20260515092938.08

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DIGITAL GOLD VENTURES INC.
FILE CURRENCY : 14MAY 2026

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
775188918	20210806 1453 1590 9762	20230616 1531 9234 8479	20230616 1732 1590 8133	20241031 1309 1590 4052

4 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "DIGITAL GOLD VENTURES INC."

Search Date and Time: May 19, 2026 at 9:18:36 am Pacific time
Account Name: Dye & Durham Corporation

NIL RESULT

0 Matches in 0 Registrations in Report | Exact Matches: 0 (*) | Total Search Report Pages: 0

The search returned a NIL result. 0 registrations were found.

No registered liens or encumbrances have been found on file that match EXACTLY to the search criteria listed above and no similar matches to the criteria have been found.

382

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z20079849

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 07497683-EDD3 5 6250

Search ID #: Z20079849 **Date of Search:** 2026-May-19 **Time of Search:** 10:29:31

Business Debtor Search For:

DIGITAL GOLD VENTURES INC.

No Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

Result Complete

REGISTRAR OF PERSONAL PROPERTY

Saskatchewan
Personal Property Registry
Search Result

Searching Party: OnCorp Direct Inc.
Search Date: 19-May-2026 10:36:56
Search Type: Standard

Search #: 205072689
Client Reference:
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name

Digital Gold Ventures Inc.

There are no registration(s) found in the Saskatchewan Personal Property Registry to match the search critieria entered.

End of Search Result

ENGLISH
FRANÇAIS

The Property Registry A Service Provider for the Province of Manitoba

Sue Shaunessy

Logoff

Services

Account Services

Account Statements

Registration Services

Financing Statement

Change Statement

Discharge Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit Submission

Title Check

Account, Fees, and Payment

Business Debtor

Search Results | Print Requests | Mailing Information | Payment

Help

Search by Business Debtor

Date: 2026-05-19
Time: 11:31:24 AM
Transaction Number: 10283511874

Business Name: Digital Gold Ventures Inc.

0 exact matches were found.

0 similar matches were found.

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
To start a new search, please select the "New Search" button:

New Search

Search Results | Print Requests | Mailing Information | Payment

Printer Friendly Version

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2026-05-15 15:00**

Critère de recherche Nom d'organisme : **Digital Gold Ventures Inc.**

Résultat exact (0)

Aucun droit n'est inscrit au registre sous le nom consulté. Pour une recherche complète, il est recommandé de consulter aussi les résultats apparaissant sous l'onglet « Nom présentant des similarités », s'il y a lieu.

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2026-05-15 15:00**

Critère de recherche Nom d'organisme : **Digital Gold Ventures Inc.**

Nom présentant des similarités (1)

Nom	Code postal	Nombre de fiches détaillées
GAULT INC	H2Y 2K9	

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	New Brunswick
Type of Search:	Debtors (Enterprise)
Search Criteria:	Digital Gold Ventures Inc.
Date and Time of Search (YYYY-MM-DD hh:mm)**:**	2026-05-19 13:31 (Atlantic)
Transaction Number:	28507302
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	Digital Gold Ventures Inc.
Date and Time of Search (YYYY-MM-DD hh:mm)**:**	2026-05-19 13:32 (Atlantic)
Transaction Number:	28507312
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	Digital Gold Ventures Inc.
Date and Time of Search (YYYY-MM-DD hh:mm)**:**	2026-05-19 13:33 (Atlantic)
Transaction Number:	28507321
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Newfoundland and Labrador
Type of Search:	Debtors (Enterprise)
Search Criteria:	Digital Gold Ventures Inc.
Date and Time of Search (YYYY-MM-DD hh:mm)**:**	2026-05-19 13:33 (Atlantic)
Transaction Number:	28507327
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

END OF REPORT

RUN NUMBER : 139
RUN DATE : 2026/05/19
ID : 20260519121831.42

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2586)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : EXPRESS VENDING INC.

FILE CURRENCY : 18MAY 2026

ENQUIRY NUMBER 20260519121831.42 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

OSLER, HOSKIN & HARCOURT LLP - JAMIE TAYLOR

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

RUN NUMBER : 139
RUN DATE : 2026/05/19
ID : 20260519121831.42

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EXPRESS VENDING INC.
FILE CURRENCY : 18MAY 2026

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	794444508									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		001		1		20230619 1312 9234 8506	P	PPSA	5	
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME		EXPRESS VENDING INC.						
								ONTARIO CORPORATION NO.		
04		ADDRESS		3343 PEACHTREE RD NE SUITE 750		ATLANTA			GA	30326
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME		EXPRESS VENDING INC.						
								ONTARIO CORPORATION NO.		
07		ADDRESS		ROYAL CENTRE, 1055 W GEORGIA ST #1500		VANCOUVER			BC	V6E 4N7
08	SECURED PARTY / LIEN CLAIMANT			SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT						
09		ADDRESS		411 THEODORE FREMD AVE, SUITE 206 SOUTH		RYE			NY	10580

	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT — BENNETT JONES LLP (SORBARA/90901-1/OD)
17 ADDRESS — 3400-1 FIRST CANADIAN PLACE — TORONTO — ON — M5X 1A4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 139
RUN DATE : 2026/05/19
ID : 20260519121831.42

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EXPRESS VENDING INC.
FILE CURRENCY : 18MAY 2026

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
794444508	20230619 1312 9234 8506			

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "EXPRESS VENDING INC."

Search Date and Time: May 15, 2026 at 6:30:17 am Pacific time
Account Name: Dye & Durham Corporation

TABLE OF CONTENTS

1 Match in 1 Registration in Report | Exact Matches: 2 (*) | Total Search Report Pages: 5

	Base Registration	Base Registration Date	Debtor Name	Page
1	660487M	December 17, 2020	* EXPRESS VENDING INC * EXPRESS VENDING INC	2

Base Registration Number: 660487M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 17, 2020 at 9:07:04 am Pacific time
Current Expiry Date and Time:	December 17, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of May 15, 2026 at 6:30:17 am Pacific time)

Secured Party Information

SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT

Address

411 THEODORE FREMD AVE, SUITE 206 SOUTH
RYE NY
10580 United States of America

Debtor Information

EXPRESS VENDING INC

Address

3343 PEACHTREE RD NE SUITE 750
ATLANTA GA
30326 United States of America

EXPRESS VENDING INC

Address

2300-BENTALL 5, 550 BURRARD ST
VANCOUVER BC
V6C 2B5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. . THE FULL ADDRESS OF THE SECURED PARTY IS 411 THEODORE FREMD AVENUE, SUITE 206 SOUTH, RYE, NY 10580.

Original Registering Party

BENNETT JONES LLP
(SORBARA/90901-1/OD)

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: June 16, 2023 at 12:38:10 pm Pacific time
Registration Number: 607391P
Description: To change the name of the secured party from Silverpeak Credit Partners, LP, As Administrative Agent to Silverview Credit Partners LP, As Administrative Agent

Secured Party Information

SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT
ADDED

Address
411 THEODORE FREMD AVE, SUITE 206 SOUTH
RYE NY
10580 United States of America

SILVERPEAK CREDIT PARTNERS, LP, AS ADMINISTRATIVE AGENT
DELETED

Address
411 THEODORE FREMD AVENUE
RYE NY
10580 United States of America

Registering Party Information

BENNETT JONES LLP (SORBARA/90901-1/OD)

Address
3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

RENEWAL

Registration Date and Time: June 16, 2023 at 12:32:31 pm Pacific time
Registration Number: 607369P
Registration Life: 5 Years
New Expiration Date and Time: December 17, 2031 at 11:59:59 pm Pacific time

Registering Party Information

BENNETT JONES LLP
(SORBARA/90901-1/OD)

Address

3400-1 FIRST CANADIAN PLACE
TORONTO ON
M5X 1A4 Canada

399

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z20079839

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 07497686-EDD3 5 6250

Search ID #: Z20079839 **Date of Search:** 2026-May-19 **Time of Search:** 10:28:55

Business Debtor Search For:

EXPRESS VENDING INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Search ID #: Z20079839

Business Debtor Search For:
EXPRESS VENDING INC.
Search ID #: Z20079839 **Date of Search:** 2026-May-19 **Time of Search:** 10:28:55

Registration Number: 23061917148
Registration Date: 2023-Jun-19
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Jun-19 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Debtor(s)

Block		Status
1	EXPRESS VENDING INC. 3343 PEACHTREE RD NE SUITE 750 ATLANTA, GA 30326	Current

Block		Status
2	EXPRESS VENDING INC. ROYAL CENTRE, 1055 W GEORGIA ST #1500 VANCOUVER, BC V6E 4N7	Current

Secured Party / Parties

Block		Status
1	SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT 411 THEODORE FREMD AVE, SUITE 206 SOUTH RYE, NY 10580 Email: vab.kumar@silverviewcredit.com	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Particulars

Block	Additional Information	Status
1	THE FULL ADDRESS OF THE SECURED PARTY IS 411 THEODORE FREMD AVENUE, SUITE 206 SOUTH, RYE, NY 10580.	Current

401
Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z20079839

Result Complete

Saskatchewan
Personal Property Registry
Search Result

Searching Party: OnCorp Direct Inc.
Search Date: 19-May-2026 10:41:07
Search Type: Standard

Search #: 205072718
Client Reference:
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name

Express Vending Inc.

The following list displays all matches & indicates the ones that were selected.
2 Registration(s) Found: Exacts (2) - Similars (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302432904	Personal Property Security Agreement	EXPRESS VENDING INC.	VANCOUVER	N/A
Yes	Exact	302432904	Personal Property Security Agreement	EXPRESS VENDING INC.	ATLANTA	N/A

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration #: 302432904
Registration Date: 19-Jun-2023 11:13:14
Expiry Date: 16-Jun-2028

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: NO

Registrant

Party ID: 154161766-1
Entity Type: Business
Name: Bennett Jones LLP (Sorbara-90901-1-OD)

Address: 3400-1 First Canadian Place
Toronto, Ontario
M5X1A4
Canada

Secured Party

Item #: 1
Party ID: 154161768-1
Entity Type: Business
Name: SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT

Address: 411 THEODORE FREMD AVENUE, SUITE 206 SOUTH
RYE, New York
10580
United States of America

Debtor Party

* **Item #:** 1
Party ID: 154161767-1
Entity Type: Business
Name: EXPRESS VENDING INC.

Address: 3343 PEACHTREE RD NE SUITE 750
ATLANTA, Georgia
30326
United States of America

* **Item #:** 2
Party ID: 154161767-2
Entity Type: Business
Name: EXPRESS VENDING INC.

Address: Royal Centre, 1055 W Georgia St 1500
VANCOUVER, British Columbia
V6E4N7
Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

End of Search Result

Business Debtor

Search by Business Debtor

Date: 2026-05-19
Time: 11:32:33 AM
Transaction Number: 10283511946

Business Name: Express Vending Inc.

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. EXPRESS VENDING INC.	2

1. EXPRESS VENDING INC.

1.1 EXPRESS VENDING INC.: Registration 202309968109 (2023-06-19 12:15:37 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-16
Debtor Address	3343 PEACHTREE RD NE SUITE 750 ATLANTA, GA US 30326
This registration is jointly registered with these business debtors	EXPRESS VENDING INC.
Secured Parties (party code, name, address)	SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT 411 THEODORE FREMD AVENUE, SUITE 206 SOUTH RYE, NY US 10580
General Collateral Description	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

1.2 EXPRESS VENDING INC.: Registration 202309968109 (2023-06-19 12:15:37 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-16
Debtor Address	Royal Centre, 1055 W Georgia St #1500 VANCOUVER, BC CA V6E 4N7
This registration is jointly registered with these business debtors	EXPRESS VENDING INC.
Secured Parties (party code, name, address)	SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT 411 THEODORE FREMD AVENUE, SUITE 206 SOUTH RYE, NY US 10580
General Collateral Description	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Back to Top

END OF EXACT MATCHES

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
To start a new search, please select the "New Search" button:

New Search

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2026-05-15 15:00**

Critère de recherche Nom d'organisme : **Express Vending Inc.**

Résultat exact (0)

Aucun droit n'est inscrit au registre sous le nom consulté. Pour une recherche complète, il est recommandé de consulter aussi les résultats apparaissant sous l'onglet « Nom présentant des similarités », s'il y a lieu.

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2026-05-15 15:00**

Critère de recherche Nom d'organisme : **Express Vending Inc.**

Noms présentant des similarités (13)

Nom	Code postal	Nombre de fiches détaillées
CANADIAN VENDING	H4S 1R7	
CANADIAN VENDING	H9P 1G7	
DE VILLE VENDING & COFFEE INC	H4R 1V4	
DESJARDINS VENDING INC	E7C 2B6	
EXPRESS	H1X 1T3	
EXPRESS	H4P 2P1	
EXPRESS LTD INC	H2H 2P9	
EXPRESSIA	J6X 0G7	
EXPREX INC	J4L 1G1	
FOLZ VENDING	M8Z 5G4	
FOLZ VENDING CANADA INC	M8Z 5G4	
L'EXPRESS	H2W 2M4	
PHOENIX VENDING	H9H 3C4	

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
Type of Search: Debtors (Enterprise)

Search Criteria: Express Vending Inc.

Date and Time of Search (YYYY-MM-DD hh:mm)**:** 2026-05-19 13:32 (Atlantic)
Transaction Number: 28507308
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	38573176	EXPRESS VENDING INC.	ATLANTA
*	*	38573176	EXPRESS VENDING INC.	VANCOUVER

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 38573176

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	38573176	2023-06-19 14:14	2028-06-19	185468460

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
EXPRESS VENDING INC.

3343 PEACHTREE RD NE SUITE 750
ATLANTA GA 30326
USA

Type: Enterprise
EXPRESS VENDING INC.
Royal Centre, 1055 W Georgia St #1500
VANCOUVER BC V6E 4N7
Canada

Secured Parties

Type: Enterprise
SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT
411 THEODORE FREMD AVENUE, SUITE 206 SOUTH
RYE NY 10580
USA

General Collateral

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nova Scotia
Type of Search: Debtors (Enterprise)

Search Criteria: Express Vending Inc.

Date and Time of Search (YYYY-MM-DD hh:mm)**:** 2026-05-19 13:33 (Atlantic)
Transaction Number: 28507317
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	38020939	EXPRESS VENDING INC.	ATLANTA
*	*	38020939	EXPRESS VENDING INC.	VANCOUVER

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 38020939

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	38020939	2023-06-19 14:14	2028-06-19	185468859

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
EXPRESS VENDING INC.

3343 PEACHTREE RD NE SUITE 750
ATLANTA GA 30326
USA

Type: Enterprise
EXPRESS VENDING INC.
Royal Centre, 1055 W Georgia St #1500
VANCOUVER BC V6E 4N7
Canada

Secured Parties

Type: Enterprise
SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT
411 THEODORE FREMD AVENUE, SUITE 206 SOUTH
RYE NY 10580
USA

General Collateral

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Prince Edward Island
Type of Search: Debtors (Enterprise)

Search Criteria: Express Vending Inc.

Date and Time of Search (YYYY-MM-DD hh:mm)**:** 2026-05-19 13:33 (Atlantic)
Transaction Number: 28507323
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	6235861	EXPRESS VENDING INC.	ATLANTA
*	*	6235861	EXPRESS VENDING INC.	VANCOUVER

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 6235861

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	6235861	2023-06-19 14:13	2028-06-19	185469858

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
EXPRESS VENDING INC.

3343 PEACHTREE RD NE SUITE 750
ATLANTA GA 30326
USA

Type: Enterprise
EXPRESS VENDING INC.
Royal Centre, 1055 W Georgia St #1500
VANCOUVER BC V6E 4N7
Canada

Secured Parties

Type: Enterprise
SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT
411 THEODORE FREMD AVENUE, SUITE 206 SOUTH
RYE NY 10580
USA

General Collateral

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Newfoundland and Labrador
Type of Search: Debtors (Enterprise)

Search Criteria: Express Vending Inc.

Date and Time of Search (YYYY-MM-DD hh:mm)**:** 2026-05-19 13:34 (Atlantic)
Transaction Number: 28507332
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	20885760	EXPRESS VENDING INC.	ATLANTA
*	*	20885760	EXPRESS VENDING INC.	VANCOUVER

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 20885760

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	20885760	2023-06-19 14:14	2028-06-19	185468760

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
EXPRESS VENDING INC.

3343 PEACHTREE RD NE SUITE 750
ATLANTA GA 30326
USA

Type: Enterprise
EXPRESS VENDING INC.
Royal Centre, 1055 W Georgia St #1500
VANCOUVER BC V6E 4N7
Canada

Secured Parties

Type: Enterprise
SILVERVIEW CREDIT PARTNERS LP, AS ADMINISTRATIVE AGENT
411 THEODORE FREMD AVENUE, SUITE 206 SOUTH
RYE NY 10580
USA

General Collateral

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

END OF REPORT

This is Exhibit "CC" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

United States Bankruptcy Court
Southern District of Texas
ENTERED
May 19, 2026
Nathan Ochsner, Clerk

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

In re:	Chapter 11
BITCOIN DEPOT INC., *et al*.,	Case No. 26–90528 (CML)
Debtors.[1]	(Jointly Administered)
	RE: Docket No. 10

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

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

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

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

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

1. The Motion is granted on a final basis to the extent set forth herein.

2. Bitcoin Depot Inc. is authorized, pursuant to section 1505 of the Bankruptcy Code, to act as the Foreign Representative on behalf of the Debtors' estates in connection with the Canadian Proceeding. As Foreign Representative, Bitcoin Depot Inc. is hereby authorized and has the power to act in any way permitted by applicable foreign law, including, but not limited to (a) seeking recognition of these Chapter 11 Cases in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting the property of the Debtors' estates, (c) seeking any other appropriate relief from the Canadian Court that the Debtors deem just and proper in furtherance of the protection of the Debtors' estates, (d) consistent with any orders of the Canadian Court, retaining and compensating Canadian professionals on behalf of the Foreign Representative, and paying the costs of the Canadian Court-appointed information officer and its counsel, each without further order of this Court, and (e) taking similar steps and seeking similar relief in any other foreign jurisdiction in which the Debtors determine it is necessary to commence an ancillary proceeding.

3. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 Cases as a "foreign main proceeding" and Bitcoin Depot Inc. as the Foreign Representative pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order and to other orders issued by this Court in these Chapter 11 Cases.

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

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

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

Signed: May 19, 2026

Christopher Lopez
United States Bankruptcy Judge

TRUE COPY I CERTIFY
ATTEST: May 20, 2026
NATHAN OCHSNER, Clerk of Court
By: *s/ B. Thomas*
Deputy Clerk

This is Exhibit "DD" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

United States Bankruptcy Court
Southern District of Texas
ENTERED
May 19, 2026
Nathan Ochsner, Clerk

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

In re:	)	Chapter 11
BITCOIN DEPOT INC., *et al.*,	)	Case No. 26–90528 (CML)
Debtors.[1]	)	(Joint Administered)
	)	**Re: Docket No. 13**

INTERIM ORDER
(I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN THEIR CASH MANAGEMENT SYSTEM, (B) CONTINUE USING EXISTING BUSINESS FORMS, AND (C) CONTINUE INTERCOMPANY TRANSFERS, (II) PROVIDING ADMINISTRATIVE EXPENSE PRIORITY STATUS FOR POSTPETITION INTERCOMPANY CLAIMS, (III) EXTENDING TIME TO COMPLY WITH SECTION 345(B) OF THE BANKRUPTCY CODE, (IV) WAIVING COMPLIANCE WITH CERTAIN OF THE U.S. TRUSTEE'S OPERATING GUIDELINES, AND (V) GRANTING RELATED RELIEF

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed: May 19, 2026

Christopher Lopez
United States Bankruptcy Judge

This is Exhibit "EE" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

United States Bankruptcy Court
Southern District of Texas
ENTERED
May 19, 2026
Nathan Ochsner, Clerk

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

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

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

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

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

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

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

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

2. The final hearing on the Motion shall be held on June 9, 2026, at 3:00 p.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 5:00 p.m., prevailing Central Time, on June 2, 2026, and shall be served on: (a) proposed counsel to the Debtors, Vinson & Elkins LLP, The Grace Building, 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036-7708, Attn: David S. Meyer and Jessica C. Peet, and 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman; (b) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; (c) counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: Paul Hespel; and (d) the official committee of unsecured creditors (if any) appointed in these Chapter 11 Cases and their counsel.

3. Subject to this Interim Order, the Debtors are authorized but not directed to pay the prepetition Vendor Claims described in the Motion, in the ordinary course of business, as the Debtors determine to be necessary or appropriate, in an aggregate amount not to exceed $448,000 on an interim basis as set forth in the categories and amounts set forth in the Motion. For the avoidance of doubt, the Debtors may pay Vendor Claims without regard to any Vendor category

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

4. As a condition to receiving any payment under this Interim Order, a Vendor must maintain or apply, as applicable, Customary Trade Terms[3] during the pendency of these Chapter 11 Cases, which for the avoidance of doubt, the Debtors may not waive or modify. Further, if a Vendor, after receiving a payment under this Interim Order, ceases to provide goods or services on Customary Trade Terms, the Debtors may assert and request that the Court order: (a) that the payment of such Vendor Claim is a voidable postpetition transfer pursuant to section 549(a) of the Bankruptcy Code that the Debtors may recover from such Vendor in cash, (b) that the Vendor immediately return such payment(s) in respect of its Vendor Claim to the extent that the aggregate amount of such payment(s) exceeds the postpetition obligations then outstanding without giving effect to alleged setoff rights, recoupment rights, adjustments, or offsets of any type whatsoever, and (c) upon recovery of such payment(s) by the Debtors, such Vendor Claim shall be reinstated in such an amount as to restore the Debtors and the applicable Vendor to their original positions, as if the payment of the Vendor Claim had not been made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed: May 19, 2026

Christopher Lopez
United States Bankruptcy Judge

This is Exhibit "FF" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

United States Bankruptcy Court
Southern District of Texas
ENTERED
May 19, 2026
Nathan Ochsner, Clerk

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

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

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

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

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

AMENDED ORDER DIRECTING JOINT ADMINISTRATION OF THE DEBTORS' CHAPTER 11 CASES

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

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

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

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

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

a. ___X___ one disclosure statement and plan of reorganization may be filed for all of the cases by any plan proponent, however, substantive consolidation of the Debtors' estates is not being requested at this time;

b. ___X___ parties may request joint hearings on matters pending in any of the jointly administered cases;

c. ___X___ the U.S. Trustee may conduct joint informal meetings with the Debtors, as required, and, unless otherwise directed by the Court, to the extent required, a joint first meeting of creditors;

d. ___X___ unless otherwise required by the Court, to the extent the Debtors are required to file schedules of assets and liabilities and statements of financial affairs, each Debtor will file separate schedules of assets and liabilities and statements of financial affairs, and, as applicable, lists of equity security holders;

e. ___X___ proofs of claim filed by creditors of any Debtor shall reflect the caption and case number of the Debtor to which the claim relates and in which chapter 11 case such claim is to be filed; and

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

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

In re:	)	Chapter 11
BITCOIN DEPOT INC., *et al.*,	)	Case No. 26 – 90528 (CML)
Debtors.[2]	)	(Jointly Administered)

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

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

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

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

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

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

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

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

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

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

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

Signed: May 19, 2026

Christopher Lopez
United States Bankruptcy Judge

This is Exhibit "GG" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

United States Bankruptcy Court
Southern District of Texas
ENTERED
May 19, 2026
Nathan Ochsner, Clerk

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

In re:	)	Chapter 11
BITCOIN DEPOT INC., *et al.*,	)	Case No. 26–90528 (CML)
Debtors.[1]	)	(Jointly Administered)
	)	**Re: Docket No. 12**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed: May 19, 2026

Christopher Lopez
United States Bankruptcy Judge

This is Exhibit "HH" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

United States Bankruptcy Court
Southern District of Texas
ENTERED
May 19, 2026
Nathan Ochsner, Clerk

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

In re:	)	Chapter 11
BITCOIN DEPOT INC., *et al*.,	)	Case No. 26–90528 (CML)
Debtors.[1]	)	(Jointly Administered)
	)	**RE: Docket No. 24**

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

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

---

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

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

(i) authorizing the Debtors to use the alleged Cash Collateral of the Term Loan Secured Parties under the Term Loan Documents, consistent with the Budget (subject to the Permitted Variance), and provide adequate protection to the Term Loan Agent (for the benefit of the Term Loan Lenders) pursuant to sections 361 and 363(e) of the Bankruptcy Code solely to the extent of any diminution in value of their alleged respective interests in the Term Loan Collateral (including Cash Collateral) as of the Petition Date resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code, the subordination of the Term Loan Liens to the Carve Out, or the Debtors' use, sale, or lease of the Term Loan Collateral (including Cash Collateral);

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

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

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

(v) scheduling a second interim hearing (the "***Second Interim Hearing***") to consider further interim approval of the use of Cash Collateral and other provisions set forth in this Interim Order pursuant to a proposed second interim order (the "***Second Interim Order***"), as set forth in the Motion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

(ii) *Liens Junior to Other Senior Liens*. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, fully-perfected replacement security interest in, and lien upon, all tangible and intangible pre- and postpetition property of each Debtor that is not Term Loan Collateral but

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

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

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

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

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

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

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

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

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

6. *Challenges*.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. *Carve Out.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed: May 19, 2026

Christopher Lopez
United States Bankruptcy Judge

EXHIBIT 1

Budget

Cash Flow Forecast – Cash Collateral Motion

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

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

This is Exhibit "II" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

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

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

DECLARATION OF THOMAS STUDEBAKER, MANAGING DIRECTOR OF PORTAGE POINT PARTNERS LLC IN SUPPORT OF THE DEBTORS' MOTION FOR ENTRY OF AN INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION, (III) CONFIRMING APPLICATION OF THE AUTOMATIC STAY, (IV) SCHEDULING A FURTHER HEARING, AND (V) GRANTING RELATED RELIEF

I, Thomas Studebaker, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

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

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

2. I hold a Bachelor of Business Administration in Accounting and Psychology from the University of Notre Dame and an MBA in Finance and Strategy from Northwestern University's Kellogg School of Management. I have been employed at Portage Point for over three years and have been a Managing Director throughout that time. During that time I have been involved in numerous restructurings and financing transactions on behalf of companies, lenders, investors and other constituencies. I have negotiated plans of reorganization, conducted sales of distressed assets, and participated in several chapter 11 cases, including, *In re RUNITONETIME LLC*, Case No. 25-90191 (ARP) (Bankr. S.D. Tex. Aug. 13, 2025); *In re Linqto Texas, LLC*, Case No. 25-90186 (ARP) (Bankr. S.D. Tex. July 7, 2025); *In re DRF Logistics, LLC*, Case No. 24-90447 (CML) (Bankr. S.D. Tex. Aug. 8, 2024); *In re Supply Source Enterprises, Inc.*, Case No. 24-11054 (BLS) (Bankr. D. Del. May 21, 2024); *In re Appgate, Inc.*, Case No. 24-10956 (CTG) (Bankr. D. Del. May 6, 2024); *In re Benitago Inc.*, Case No. 23-11394 (SHL) (Bankr. S.D.N.Y. Aug. 30, 2023); and *In re AppHarvest Products, LLC*, Case No. 23-90745 (DRJ) (Bankr. S.D. Tex. July 23, 2023), among others.

3. On May 17, 2026 (the "***Petition Date***"), each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "***Court***"). The Debtors have filed these chapter 11 cases (the "***Chapter 11 Cases***") to allow them to preserve and maximize the value of their estates, all as more fully described below.

4. I am authorized to submit this Declaration on behalf of the Debtors. I am over twenty-one (21) years of age, and, if called upon to testify, I would testify competently to the facts and opinions set forth herein. All facts and opinions set forth in this declaration (the "***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 Portage Point team working directly with me or under my supervision, direction, or control, and the management team of Bitcoin Depot Inc. ("***Bitcoin Depot***," and, together with its debtor and non-debtor subsidiaries, the "***Company***"), and the Company's other third-party advisors; and/or (d) my opinions based upon my knowledge, training, and experience. 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. Such financial information is presented on a consolidated basis for the Debtors, except where specifically noted.

BACKGROUND

5. In April 2026, the Company engaged Portage Point as financial advisor to work with the Company on assessing the current business model, forecasting cash flow, analyzing and preserving liquidity, and evaluating a potential marketing process or strategic alternatives.

6. Concurrently with this Declaration, the Debtors filed 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* (the "***Cash Collateral Motion***")

7. By the Cash Collateral Motion, the Debtors request, among other things, an interim order (the "***Interim Order***") granting authority for the Debtors to use the alleged Cash Collateral of the their prepetition secured lenders.

DEBTORS' LIQUIDITY NEEDS AND THE NEED FOR CASH COLLATERAL DURING THE INTERIM PERIOD

8. Once it became clear that the Debtors would need to commence these Chapter 11 Cases, Portage Point and the Company's other advisors worked to finalize the filing of these Chapter 11 Cases, including verifying the Company's liquidity situation and funding needs. Portage Point continued to evaluate the Company's cashflow projections and liquidity needs and determined that without access to the Cash Collateral the Debtors would not be able to fund these Chapter 11 Cases. I and several other Portage Point professionals have had a substantial number of discussions with the Company and the Company's other advisors regarding the preservation of the Debtors' assets and their need for access to the Cash Collateral.

9. Based on that analysis and discussions, I submit that that the Debtors require access to the Cash Collateral to finance their limited operations, maintain sufficient minimum liquidity for the first thirty days of these Chapter 11 Cases, and push these Chapter 11 Cases towards confirmation.

10. The use of the Cash Collateral is essential to sustain the value of the Debtors' assets. The Debtors will use the Cash Collateral funds to pay critical costs of their limited operations and the costs associated with these Chapter 11 Cases while seeking a value maximizing outcome. Further, the Cash Collateral will allow the Debtors to, among other things, fund payroll and related benefits for employees and satisfy the Debtors' other working capital and general corporate funding requirements.

11. Absent the ability to access the Cash Collateral, even for a limited period of time, there is a substantial risk that the Debtors will: (a) suffer immediate and irreparable harm resulting from their inability to pay employees, critical vendors, and other key stakeholders and fund the administrative costs of the Chapter 11 Cases, (b) be unable to preserve and maintain estate assets,

and (c) instead be forced to immediately liquidate, resulting in a significant deterioration in the value of all of the Debtors' estates.

12. The Debtors are entering chapter 11 with approximately $22.6 million in cash. Consistent with the budget attached hereto as **Exhibit 1**, which I developed together with the Debtors' management team and other Portage Point professionals working under my supervision, based on my evaluation of the Debtors' cash flow projections and liquidity needs I submit that the Debtors will use approximately $5.8 million in Cash Collateral during the first thirty days of these Chapter 11 Cases.[2]

13. I understand from the Company's other advisors that all of the Debtors' cash on hand as of the Petition Date, including the cash in deposit accounts, is alleged to be subject to the liens of the Debtors' prepetition secured lenders. If the Cash Collateral Motion is approved the Debtors will deposit $16,950,000 into their segregated account held at People First Bank ending in x2024 which funds shall not be utilized by the Debtors or any other party except by further order of the Court. I determined that this amount was appropriate given the Debtors' prepetition secured lender likely asserts that the Debtors owe approximately $13.3 million in principal, a $3.1 million exit fee, $198,784 in accrued but unpaid interest, and $215,227 in interest which will accrue during the first thirty days of these Chapter 11 Cases under the Debtors' prepetition credit agreement, in addition to a professional fee reserve for the Debtors' prepetition secured lenders of $100,000 which amounts are set forth in the table below.[3]

---

[2] I submit that the Debtors will also receive additional liquidity post-petition from (among other sources) cash receipts received from their kiosk network and proceeds from the sale of their cryptocurrency holdings (subject to any necessary Court approvals).

[3] As of the Petition Date, I understand from the Company's other advisors that the Company is not able to stipulate to the allowed amount of the Debtors' prepetition secured lenders' claim or the validity, perfection, or priority of their alleged liens and therefore the Company reserves all rights with respect to these issues. A review of these issues is ongoing.

Silverview Facility	$
Principal Outstanding (as of 5/17/2026)	13,337,500
Interest Accured and Unpaid (as of 5/17/2026)	198,784
Interest Forward Accrual (5/18/2026 - 6/17/2026)[1]	215,227
Exit Fee	3,098,250
Total	**16,849,761**
(+) Professional Fee Reserve	100,000
Total Holdback	**16,949,761**

[1] *Forward accruals reflect the 200 bps default-rate increase*

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

Dated: May 19, 2026

/s/ Thomas Studebaker
Thomas Studebaker
Chief Restructuring Officer
Bitcoin Depot Inc.

Exhibit 1

Budget

Cash Flow Forecast

Week Ending	5/22/2026	5/29/2026	6/5/2026	6/12/2026	Total
Operating Cash Flow					
Cash Deposits from Kiosks	**$ 765**	**$ 551**	**$ 397**	**$ 286**	**$ 1,998**
Operational Disbursements					
Crypto Costs	$ -	$ -	$ -	$ -	$ -
Payroll	(720)	(70)	(613)	(60)	(1,463)
Other Operating Expenses	(116)	(406)	(1,395)	(482)	(2,399)
Total Operating Disbursements	**$ (836)**	**$ (476)**	**$ (2,008)**	**$ (542)**	**$ (3,862)**
Operating Cash Flow	**$ (70)**	**$ 75**	**$ (1,611)**	**$ (257)**	**$ (1,864)**
Cumulative Operating Cash Flow	**(70)**	**4**	**(1,607)**	**(1,864)**	**(1,864)**
Restructuring Disbursements	$ (769)	$ (1,039)	$ (1,109)	$ (1,043)	$ (3,960)
Net Cash Flow	**$ (839)**	**$ (964)**	**$ (2,720)**	**$ (1,300)**	**$ (5,823)**
Starting Cash Balance	$ 22,594	$ 21,754	$ 20,790	$ 18,070	$ 22,594
(+/-) Net Cash Flow	(839)	(964)	(2,720)	(1,300)	(5,823)
Ending Cash Balance	**$ 21,754**	**$ 20,790**	**$ 18,070**	**$ 16,771**	**$ 16,771**
(-) Silverview Reserve[1]	(16,950)	(16,950)	(16,950)	(16,950)	(16,950)
(+) Bitcoin Investment (net of fees)	9,349	9,349	9,349	9,349	9,349
Total Liquidity	**$ 14,154**	**$ 13,190**	**$ 10,469**	**$ 9,170**	**$ 9,170**

1. As of the Petition Date, the Company is not able to stipulate to the allowed amount of the Debtors' prepetition secured lenders' claim or the validity, perfection, or priority of their alleged liens and therefore the Company reserves all rights with respect to these issues. A review of these issues is ongoing.

This is Exhibit "JJ" referred to in the Affidavit of Thomas Studebaker sworn over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 21, 2026, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Boston, in the State of Massachusetts.



Commissioner for Taking Affidavits (or as may be)

MARLEIGH ERYN DICK

LSO# 79390S

United States Bankruptcy Court
Southern District of Texas
ENTERED
May 18, 2026
Nathan Ochsner, Clerk

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

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

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

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

1. The Debtors are authorized to employ Agent as the Claims and Noticing Agent under the terms of the Engagement Letter attached to the Application as modified by this Order.

2. The Agent is authorized and directed to perform the services as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.

3. The Clerk shall provide Agent with Electronic Case Filing ("***ECF***") credentials that allow Agent to receive ECF notifications and file certificates and/or affidavits of service.

4. The Agent is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in these chapter 11 cases. Agent shall maintain the official Claims Register(s) in these chapter 11 cases. The Agent must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of claims and all attachments may be redacted only as ordered by the Court.

5. The Agent must not transmit or utilize the data obtained by the Agent in exchange for direct or indirect compensation from any person other than the Debtors.

---

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

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

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

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

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

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

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

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

(a) for matters or services arising before this case is closed, any matter or service not approved by an order of this Court;

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

(c) this paragraph does not preclude Agent from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.

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

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

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

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

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

Signed: May 18, 2026

Christopher Lopez
United States Bankruptcy Judge

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

Court File No:

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

AFFIDAVIT OF THOMAS STUDEBAKER

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

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.6665
Email: mcalvaruso@osler.com
Fax: 416.862.6666

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

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

Lawyers for the Applicant

TAB 7

Court File No.

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

CONSENT TO ACT AS INFORMATION OFFICER

ALVAREZ & MARSAL CANADA INC. hereby consents to act as the information officer in respect of the above-captioned proceedings pursuant to the terms of the Supplemental Order (Foreign Main Proceeding) proposed by the Applicant.

Dated as of May 20, 2026.

ALVAREZ & MARSAL CANADA INC.

Per: _____

Name: Josh Nevsky
Title: Senior Vice-President

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF BITCOIN DEPOT INC., ET AL.

Court File No: CV-26-●-0000

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

APPLICATION RECORD OF THE APPLICANT
(Application for Initial Recognition Order and Supplemental Order, Returnable May 22, 2026)
VOLUME II OF II

OSLER, HOSKIN & HARCOURT, LLP
P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

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

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

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

Lawyers for the Applicant