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

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

NOTICE OF FILING OF THIRD INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION, (III) CONFIRMING APPLICATION OF THE AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that, on May 19, 2026, the above-captioned debtors and debtors in possession (collectively, the "***Debtors***") filed the *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* (the "***Motion***") [Docket No. 24].

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

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

PLEASE TAKE FURTHER NOTICE that the Debtors hereby submit the *Third Interim Order (I) Authorizing the Debtors to use Cash Collateral, (II) Granting Adequate Protection, (III) Confirming Application of the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "***Proposed Third Interim Order***"), which is attached hereto as **<u>Exhibit A</u>**.

[1] The Debtors in these Chapter 11 Cases (as defined in the Motion) 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.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** is a redline of the Proposed Third Interim Order as compared to the Second Interim Order.

PLEASE TAKE FURTHER NOTICE that copies of the Motion, the First Interim Order, the Second Interim Order, and all other documents filed in these Chapter 11 Cases are available free of charge by visiting the Debtors' restructuring website at https://restructuring.ra.kroll.com/bitcoindepot.

PLEASE TAKE FURTHER NOTICE that the Court has scheduled a hearing to consider the relief requested in the Motion on **June 24, 2026, at 10:00 a.m. (prevailing Central Time)**.

[*Remainder of page intentionally left blank*]

CERTIFICATE OF SERVICE

I certify that on June 23, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sara Zoglman
One of Counsel

EXHIBIT A

Proposed Third Interim Order

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

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

THIRD INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION, (III) CONFIRMING APPLICATION OF THE AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

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

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

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

(i) authorizing the Debtors to use the alleged Cash Collateral of the Term Loan Secured Parties under the Term Loan Documents, consistent with the Budget (subject to the Permitted Variance), and provide adequate protection to the Term Loan Agent (for the benefit of the Term Loan Lenders), NFS, and VFS pursuant to sections 361 and 363(e) of the Bankruptcy Code solely to the extent of any diminution in value of their alleged respective interests in the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties) as of the Petition Date resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code, the subordination of the Prepetition Liens to the Carve Out, or the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties);

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

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

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

(v) scheduling a final hearing (the "***Final Hearing***") to consider final approval of the use of Cash Collateral and other provisions set forth in this Third Interim Order pursuant to a proposed final order (the "***Final Order***"), as set forth in the Motion.

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

Debtors, their estates, and all parties in interest, and is essential for the preservation of the Debtors' businesses and property; and it appearing that no other or further notice of the Motion or the Interim Hearings need be given under the circumstances; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

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

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

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

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

D. Notice. The Interim Hearings were held pursuant to Bankruptcy Rule 4001(b)(2) and paragraph C of the Complex Case Procedures. Proper, timely, and sufficient notice of the

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

Interim Hearings and the interim relief requested in the Motion has been provided under the circumstances in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures, and no other or further notice of the Motion or entry of this Third Interim Order shall be required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

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

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

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

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

I. Term Loan Allegations. The Term Loan Secured Parties allege the following:[4]

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

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

4 The Debtors and their estates are not able to stipulate to the amount or allowance of the Term Loan Debt or the validity, perfection, or priority of the Term Loan Liens in the Term Loan Collateral; accordingly, the Debtors and their estates reserve all rights with respect to these issues and matters.

(iii) Term Loan Liens. As more fully set forth in the Term Loan Documents, prior to the Petition Date, the Term Loan Secured Parties assert a security interest in, and lien on (the "***Term Loan Liens***") all Collateral (as defined in the Term Loan Documents) (including Cash Collateral) and all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising (the "***Term Loan Collateral***").[5]

(iv) As of the Petition Date: (a) the Term Loan Liens are alleged to be senior in priority over any and all other liens on the Term Loan Collateral, subject only to certain liens senior by operation of law (solely to the extent any such liens were valid, properly perfected, non-avoidable, and senior in priority to the Term Loan Liens as of the Petition Date, the "***Term Loan Prior Liens***"); (b) the Term Loan Debt is alleged to be a legal and valid obligation of the applicable Debtors enforceable in accordance with the terms of the applicable Term Loan Documents; and (c) subject to any exceptions, exclusions, or limitations provided for in the applicable Term Loan Documents, all of the Term Loan Parties' cash, cash equivalents, negotiable instruments, investment property, general intangibles, and securities, and any amounts generated by the collection of accounts receivable or other disposition of the Term Loan Collateral, and the proceeds of any of the foregoing, wherever located, is alleged to be the cash collateral within the meaning of section 363(a) of the Bankruptcy Code of all (or certain of) the Term Loan Secured Parties, as more fully described in the Term Loan Documents. The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Term Loan

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

Collateral, all of which (subject to any exceptions, exclusions, or limitations provided for in the applicable Term Loan Documents) is alleged to constitute Term Loan Collateral subject to the applicable Term Loan Liens.

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

J. VFS Financing Allegations

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

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

K. NFS Financing Allegations

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

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

L. Interim Findings Regarding the Use of Cash Collateral.

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

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

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

(iv) The Debtors have acted in good faith regarding the Debtors' continued use of the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties, consistent with the Budget) to fund the administration of the Debtors' estates in a manner that best

preserves and maximizes the value of estate property, in accordance with the terms and conditions hereof.

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

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

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

validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Term Loan Prior Lien, Other Senior Liens, and/or other security interests and liens.

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

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

IT IS HEREBY ORDERED THAT:

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

2. *Use of Cash Collateral*. The Debtors are hereby authorized, subject to the terms and conditions of this Third Interim Order (including the Carve Out), to use the Cash Collateral, consistent with the budget attached hereto as **Exhibit 1** (as amended, supplemented, replaced, extended, or otherwise modified from time to time, the "***Budget***") (subject to the Permitted Variance), during the period from the Petition Date through and including the earlier of (a) the Termination Date, and (b) the date of the Final Hearing. The Debtors are authorized to use the

Cash Collateral to: (a) fund payroll, working capital, general corporate purposes, and administrative costs and expenses of the Debtors incurred in the Chapter 11 Cases and related proceedings, consistent with the Budget (subject to the Permitted Variance), (b) satisfy any Adequate Protection Obligations to the Term Loan Secured Parties, as provided herein, (c) fund the Carve Out Reserves, and (d) fund the Professional Fee Reserve Account in accordance with this Third Interim Order.

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

4. *Adequate Protection of Prepetition Secured Parties.* Pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, the Prepetition Secured Parties are entitled to adequate protection of their alleged respective interests in the Prepetition Collateral (if any), including the Cash Collateral, solely to the extent of any aggregate diminution in the value of their alleged respective interests, from the value, if any, that existed as of the Petition Date, in the Prepetition Collateral (including Cash Collateral), from and after the Petition Date as set forth below in this paragraph. Accordingly, the Term Loan Agent (for the benefit of the Term Loan Secured Parties), NFS, and VFS are hereby granted the following as adequate protection (collectively, the "***Adequate Protection Obligations***"):

(a) Term Loan Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, upon entry of the Third Interim Order and effective as of the

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

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

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

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

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

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

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

(e) Adequate Protection Claims of Term Loan Secured Parties. Upon entry of the Third Interim Order and effective as of the Petition Date, the Term Loan Agent (for itself and for the benefit of the Term Loan Secured Parties) is hereby granted, subject and subordinate only to the Carve Out, allowed superpriority administrative expense claims against the Debtors' estates as provided for in sections 503(b) and 507(b) of the Bankruptcy Code (the "***Adequate Protection Claims***"), solely to the extent of any aggregate diminution in value of the alleged respective interests from the value, if any, that existed as of the Petition Date, in the Term Loan Collateral (including Cash Collateral) from and after the Petition Date, including as a result of the automatic stay, the Debtors' use, sale, or lease of the Prepetition Collateral, and the subordination of the Term Loan Liens to the Carve Out.

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

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

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

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

(j) Term Loan Secured Parties Adequate Protection Fees and Expenses. As further adequate protection, the Debtors shall pay the reasonable and documented fees and expenses of the professionals retained by the Term Loan Secured Parties, subject to an aggregate maximum limit of $100,000 through the date of the Final Hearing; *provided*, to the extent the Term Loan Secured Parties are determined to be undersecured or upon a successful Challenge, the Court shall retain authority to fashion an appropriate remedy with respect to any payments benefitting the Term Loan Secured Parties pursuant to this paragraph.

5. *Budget*. The Budget reflects, among other things, through the date of the Final Hearing, the Debtors' projected cash receipts and disbursements for each one-week period covered thereby. The Debtors may use the Cash Collateral consistent with the Budget; *provided* that the Debtors shall be permitted to expend up to 20 percent more than the projected aggregate

disbursements set forth in the Budget through the date of the Final Hearing; *provided*, *however*, that the cash disbursements in respect of any professional fees of Professional Persons (as defined below) shall not be included in calculating compliance with the Budget (such deviations, excluding cash disbursements in respect to professional fees of Professional Persons, the "***Permitted Variance***").

6. *Challenges*.

(a) The Debtors shall be required to commence any adversary proceeding or contested matter (i) objecting to or challenging the amount, validity, perfection, enforceability, priority, or extent of the Term Loan Debt or the Term Loan Liens, or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests, or defenses (collectively, the "***Challenges***") against the Term Loan Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "***Representative***" and, collectively, the "***Representatives***") in connection with matters related to the Term Loan Documents, the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral on or before the later of (x) the date that is 30 calendar days after the entry of the First Interim Order, or (y) the date of the Final Hearing (the later to occur of clauses (x)-(y), the "***Debtors' Challenge Period***") with such Final Hearing to occur no later than the week of July 6, 2026 (absent agreement of the Debtors and the Term Loan Secured Partis or further order of the Court).

(b) Upon the expiration of the Debtors' Challenge Period (but subject in all respects to any pending Challenge commenced by the Debtors and the Non Debtor Challenge Period (as defined below)), the Debtors shall enter into customary stipulations regarding the priority, validity, extent, and amount of the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral, which stipulations shall be approved by the Bankruptcy Court pursuant to the Final Order.

(c) The Debtors' stipulations, admissions, agreements, and releases contained in the Final Order shall be binding upon the Debtors' estates and all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases (including the Committee) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (i) such committee or any other party in interest with requisite standing (in each case to the extent requisite standing is sought pursuant to a standing motion filed prior to the expiration of the Non Debtor Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such person or entity's right or ability to commence such proceeding), has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) commencing a Challenge by the earlier of (x) the date of entry of an order confirming a chapter 11 plan, and (y) seventy-five (75) calendar days after entry of the First Interim Order (the earlier to occur of clauses (x)-(y), the "***Non Debtor Challenge Period***"), *provided*, *however*, the duration of the Non Debtor Challenge Period is subject to entry of the Final Order granting such relief; and (ii) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, *however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Non Debtor Challenge Period shall be deemed forever, waived, released, and barred. If no such Challenge is timely and properly filed during the Non Debtor Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then (subject in all respects to the resolution of any pending Challenges filed by the Debtors by agreement or a final non-appealable order of the Court): (x) the Debtors' stipulations, admissions, agreements, and releases contained in the Final Order shall be binding on all parties in interest; (y) for all purposes in the Chapter 11 Cases, any subsequent chapter 7 case(s), or otherwise; (z) any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Term Loan Secured Parties and their Representatives arising out of or relating to any of the Debtors, the Term Loan Documents, the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral shall be deemed forever waived, released, and barred. If any such Challenge is timely filed during the Non Debtor Challenge Period, the stipulations, admissions, agreements, and releases contained in the Final Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity who did not timely file a Challenge. Nothing in this Third Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates.

(d) Upon the earlier of (i) the resolution by agreement or a final and non-appealable order on any timely filed Challenges, (ii) the expiration of both the Debtor Challenge Period and Non Debtor Challenge Period without the commencement of any Challenge, and (iii) the effective date of a confirmed chapter 11 plan in the Chapter 11 Cases, unless otherwise ordered by the Court, funds in the Adequate Protection Account shall be paid to the Term Loan Agent for the benefit of the Term Loan Secured Parties to be applied to the allowed amount of the Term Loan Debt pursuant to the Term Loan Documents.

7. *Reservation of Rights of Prepetition Secured Parties*. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; provided that any of the Prepetition Secured Parties may request further or different adequate protection and the Debtors or any other party in interest may contest any such request.

8. *Termination*. The Debtors' authorization to use Cash Collateral hereunder shall be subject to the occurrence of any of the following (each, a "***Termination Event***"): (a) the Court shall have entered an order (i) converting one or more of the Debtors' Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (ii) dismissing the Chapter 11 Cases; or (b) this Third

Interim Order (as the terms thereof may be extended from time to time, including by subsequent interim or final order of the Court) ceases to be in full force and effect for any reason or an order shall be entered reversing, amending, supplementing, staying, vacating, or otherwise modifying this Third Interim Order.

9. *Limitation on Use of Collateral.* Notwithstanding any other provision of this Third Interim Order or any other order entered by the Court, no funds on deposit in the Adequate Protection Account may be used directly or indirectly, including, without limitation, through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings, or other litigation (i) against any of the Term Loan Secured Parties, or their respective predecessors-in-interest, agents, affiliates, Representatives, attorneys, or advisors, or any action purporting to do the foregoing in respect of the, Term Loan Debt, and/or the Adequate Protection Obligations, and Adequate Protection Liens granted to the Term Loan Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority, or enforceability of or asserting any defense, counterclaim, or offset with respect to the Term Loan Debt and/or the liens, claims, rights, or security interests securing or supporting the Term Loan Debt or Adequate Protection Claims granted under the First Interim Order, the Second Interim Order, this Third Interim Order, Final Order, or the Term Loan Documents in respect of the Term Loan Debt, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise, (b) attempts to prevent, hinder, or otherwise delay or interfere with the Term Loan Agent's or the other Term Loan Secured Parties', as applicable, enforcement or realization on the Term Loan Debt, Term Loan Collateral, and the liens, claims, and rights granted

to such parties under the First Interim Order, Second Interim Order, this Third Interim Order, or Final Order, as applicable, each in accordance with the Term Loan Documents and this Third Interim Order; (c) attempts to seek to modify any of the rights and remedies granted to the Term Loan Agent or the other Term Loan Secured Parties, under the First Interim Order, Second Interim Order, this Third Interim Order, or the Term Loan Documents, as applicable, other than in accordance with this Third Interim Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Liens and 507(b) claims granted to the Term Loan Secured Parties; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments from the Adequate Protection Account are approved or authorized by the Court, agreed to in writing by the Term Loan Agent, or expressly permitted under this Third Interim Order (including the Budget, subject to Permitted Variances), in each case unless all Term Loan Debt, Adequate Protection Obligations, and claims granted to the each Term Loan Secured Party under this Third Interim Order, have been indefeasibly paid in full in cash.

10. Upon the occurrence of a Termination Event, the Prepetition Secured Parties may file a motion with the Court seeking emergency relief and an emergency hearing before the Court on at least three business days' written notice to counsel for the Debtors, counsel for the Committee or other statutory committee (if any), and the U.S. Trustee. At such hearing, the Court may fashion any appropriate remedy, including terminating the Debtors' use of Cash Collateral (the date of any such termination, the "***Termination Date***"). For the avoidance of doubt, the Prepetition Secured Parties' exercise of any remedies against any of the Prepetition Collateral, including upon the occurrence of the Termination Date, if any, shall be subject to further order of the Court.

11. *Carve Out.*

(a) As used in this Third Interim Order, the "***Carve Out***" means the sum of: (i) all unpaid fees required to be paid to the Clerk of the Court and the U.S. Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate; (ii) all unpaid, reasonable and documented fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all accrued but unpaid fees and expenses (the "***Allowed Professional Fees***") incurred by persons or firms retained or proposed to be retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (collectively, the "***Debtor Professionals***") and the Committee or other statutory committee (if any) pursuant to sections 328 or 1103 of the Bankruptcy Code (collectively, the "***Committee Professionals***" and, together with the Debtor Professionals, the "***Professional Persons***"), at any time before or on the first business day following the Termination Date, whether allowed by this Court prior to or after the Termination Date; (iv) Allowed Professional Fees of Debtor Professionals in an aggregate amount not to exceed $500,000 and Allowed Professional Fees of Committee Professionals in an aggregate amount not to exceed $150,000, incurred after the first business day following the Termination Date, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "***Post-Termination Date Carve Out Cap***"); and (v) the amounts secured by the Administration Charge and the Directors' Charge (together, the "***Charges***"), each as defined in the Supplemental Order of the Ontario Superior Court of Justice (Commercial List) in the reorganization proceedings commenced by certain of the Debtors under the *Companies' Creditors Arrangement Act*, as against the collateral of Digital Gold Ventures Inc., BitAccess Inc., and Express Vending Inc., and any other collateral of the Debtors located in Canada.

(b) Carve Out Reserves. On the Termination Date, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor (other than cash and funds on deposit in the Adequate Protection Account) to fund a reserve in an amount equal to the then unpaid amounts of the obligations set forth in clauses (a)(i) through (a)(iii) and (a)(v) of the definition of Carve Out set forth above (the "***Pre-Carve Out Amounts***"). The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees and the amounts secured by the Charges (the "***Pre-Termination Date Reserve***") prior to any and all other claims. On the Termination Date, after funding the Pre-Termination Date Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor (other than funds on deposit in the Adequate Protection Account) to fund a reserve in an amount equal to the Post-Termination Date Carve Out Cap (the "***Post-Termination Date Reserve***" and, together with the Pre-Termination Date Reserve, the "***Carve Out Reserves***") prior to any and all other claims. All funds in the Pre-Termination Date Reserve shall be used first to pay the Pre-Carve Out Amounts until paid in full, and then, to the extent the Pre-Termination Date Reserve has not been reduced to zero, the balance of the Pre-Termination Date Reserve shall be made available for the benefit of the Debtors' estates. All funds in the Post-Termination Date Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "***Post-Carve Out Amounts***") until paid in full, and then, to the extent the Post-Termination Date Reserve has not been reduced to zero, the balance of the Post-Termination Date Reserve shall be made available for the benefit of the Debtors' estates. Notwithstanding anything to the contrary in the Prepetition Documents or this Third Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 11, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts or Post-Carve Out Amounts, as applicable, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 11, prior to making such excess funds available for the benefit of the Debtors' estates. Further, notwithstanding anything to the contrary in this Third Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute an advance or extension of credit under the Prepetition Documents or increase or reduce the obligations under the Prepetition Documents, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Carve Out or Carve Out Reserves, or any of the foregoing, be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors and their estates. For the avoidance of doubt and notwithstanding anything to the contrary in this Third Interim Order or in the Prepetition Documents, the Carve Out shall be senior and prior to the Prepetition Liens, claims on account of the Prepetition Debt, the Adequate Protection Liens, the Adequate Protection Claims, and any and all other forms of adequate protection, liens, or claims arising under the First Interim Order, the Second Interim Order, this Third Interim Order or securing the debt and obligations under the Prepetition Documents save and except with respect to cash and funds on deposit in the Adequate Protection Account (subject to the Final Order).

(c) Payment of Allowed Professional Fees Prior to the Termination Date. Any payment or reimbursement made prior to the occurrence of the Termination Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(d) Professional Fee Reserve Account. Upon entry of this Third Interim Order, and notwithstanding any other provision of this Third Interim Order or any provision of the other Prepetition Documents, the Debtors are authorized and directed to fund an escrow account at Kroll Restructuring Administration LLC for the sole purpose of reserving for and paying unpaid Allowed Professional Fees[6] (the "***Professional Fee Reserve Account***"). The Professional Fee Reserve Account shall be held for the benefit of Professional Persons[7] and shall not be property of the Debtors' estates or subject to the control, lien, security interest, or claims of the Prepetition Secured Parties, or any other creditor. Upon entry of this Third Interim Order, the Debtors shall fund the Professional Fee Reserve Account in an amount equal to (a) the Post Carve Out Trigger Notice Cap (and shall retain such amount in the Professional Fee Reserve Account for the duration of the Chapter 11 Cases); plus (b) the total estimated fees and expenses for each Professional Person (the "***Estimated Professional Fees***"), which good-faith estimate shall cover the time period beginning on the Petition Date through the fourth Saturday following the Petition Date. By not later than 5:00 p.m. (prevailing Central Time) on Thursday of each week commencing with the first full calendar week following the Petition Date (each, an "***Estimation Period***"), each Professional Person shall deliver to the Debtors a statement setting forth the Estimated Professional Fees for such Professional Person for the subsequent week. Subject to clause (e) below, on a weekly basis, the Debtors shall transfer cash, including Cash Collateral, in an amount equal to the Estimated Professional Fees for the subsequent week (including, in the event of the closing of any sale, restructuring, financing, or other transaction upon which one or more success or transaction fees is earned by any Professional Person, any amount equal to the sum of all such fees, to the

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

[7] For the purposes of this paragraph 11(d) "Professional Persons" shall include professionals retained by certain of the Debtors in related Canadian proceedings.

extent such fees are not paid to the Professional Person upon such closing). For the avoidance of doubt, cash or funds on deposit in the Adequate Protection Account will not be transferred to the Professional Fee Reserve Account except by further order of the Court, including the Final Order.

(e) Amounts in the Professional Fee Reserve Account (such amounts, the "***Reserve Amounts***") may be applied from time to time to pay the Allowed Professional Fees prior to any and all other claims; provided, however, that notwithstanding the foregoing, any payment of Allowed Professional Fees prior to the delivery of a Carve Out Trigger Notice shall not reduce the Post-Termination Date Carve Out Cap. If, after payment in full of all Reserve Amounts on account of Allowed Professional Fees and termination of the engagement of all Professional Persons, the Professional Fee Reserve Account has not been reduced to zero, all residual funds shall be returned to the Debtors' estates for distribution in accordance with a further order of this Court. For the avoidance of doubt, the Debtors' obligation to pay Allowed Professional Fees shall not be limited or deemed limited to funds held in the Professional Fee Reserve Account or the Budget.

(f) None of the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Third Interim Order or otherwise shall be construed to obligate the Prepetition Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

12. *Preservation of Rights Granted Under this Third Interim Order*.

(a) If any or all of the provisions of this Third Interim Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacatur, or stay shall not affect: (i) the validity, priority, or enforceability of any Adequate Protection Claims or Adequate Protection Liens incurred prior to the actual receipt of written notice by the Prepetition Secured Parties, of the effective date of such reversal, modification, vacatur, or stay; or (ii) the validity, priority, or enforceability of the Adequate Protection Liens or the Carve Out.

(b) Except as expressly provided in this Third Interim Order, the Adequate Protection Obligations and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Third Interim Order shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases, or terminating the joint administration of these Chapter 11 Cases or by any other act or omission of the Court, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code. The terms and provisions of this Third Interim Order shall continue in these Chapter 11 Cases, in any successor cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Obligations, and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Third Interim Order shall continue in full force and effect until any Adequate Protection Claims are indefeasibly paid in full in cash or otherwise satisfied, as set forth herein.

13. *Automatic Stay Applicable to Bank Accounts*. For the avoidance of doubt, the automatic stay under section 362 of the Bankruptcy Code shall apply to any of the Debtors' bank accounts or kiosks subject to any alleged Prepetition Liens and prohibits any sweep, transfer, or withdrawal of cash or other amounts on deposit therein from such accounts or kiosks, whether automatic or manual, pursuant to any account control agreement or similar agreement, including any blocked account control agreement, with respect to any such accounts that are subject to any alleged Prepetition Liens.

14. *Effectiveness*. This Third Interim Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062, or 9014 of the Bankruptcy Rules, any Local Rule, or rule 62(a) of the Federal Rules of Civil Procedure, this Third Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Third Interim Order.

15. *Headings*. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Third Interim Order.

16. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

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

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

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

20. *Retention of Jurisdiction*. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Third Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

21. *Final Hearing.* The final hearing on the Motion shall be held on July __, 2026, at __:__ _.m., prevailing Central Time. Any objections or responses to entry of an additional order on the Motion shall be filed on or before 5:00 p.m., prevailing Central Time, on July __, 2026, and shall be served on: (a) proposed counsel to the Debtors, Vinson & Elkins LLP, The Grace Building, 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036, Attn: David S. Meyer and Jessica C. Peet, and 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman; (b) the U.S. Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; (c) counsel to the Term Loan Secured Parties, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra and William Hao; and (d) the Committee and their counsel.

Dated: June ___, 2026
Houston, Texas

____

THE HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Budget

Cash Flow Forecast

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

Notes:

1. Amounts included in this reserve are for budgeting and liquidity planning purposes only and shall not constitute an admission of liability or agreement that such amounts are due and owing. The Debtors expressly reserve all rights to dispute, modify, reduce, or remove such amounts.
2. The Debtors are currently conducting a court-approved sale and auction process for substantially all of their assets. The forecast presented herein does not include any potential proceeds from such sale transactions, as the timing, amount, and ultimate outcome of the sale process remain uncertain

EXHIBIT B

Redline

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)

~~SECOND~~THIRD INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION, (III) CONFIRMING APPLICATION OF THE AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

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

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

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

(i) authorizing the Debtors to use the alleged Cash Collateral of the Term Loan Secured Parties under the Term Loan Documents, consistent with the Budget (subject to the Permitted Variance), and provide adequate protection to the Term Loan Agent (for the benefit of the Term Loan Lenders), NFS, and VFS pursuant to sections 361 and 363(e) of the Bankruptcy Code solely to the extent of any diminution in value of their alleged respective interests in the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties) as of the Petition Date resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code, the subordination of the Prepetition Liens to the Carve Out, or the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties);

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

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

(iv) waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this ~~Second~~Third Interim Order; and

(v) scheduling a final hearing (the "***Final Hearing***") to consider final approval of the use of Cash Collateral and other provisions set forth in this ~~Second~~Third Interim Order pursuant to a proposed final order (the "***Final Order***"), as set forth in the Motion.

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

Debtors, their estates, and all parties in interest, and is essential for the preservation of the Debtors' businesses and property; and it appearing that no other or further notice of the Motion or the Interim Hearings need be given under the circumstances; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

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

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

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

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

D. Notice. The Interim Hearings were held pursuant to Bankruptcy Rule 4001(b)(2) and paragraph C of the Complex Case Procedures. Proper, timely, and sufficient notice of the

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

Interim Hearings and the interim relief requested in the Motion has been provided under the circumstances in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures, and no other or further notice of the Motion or entry of this ~~Second~~Third Interim Order shall be required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

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

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

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

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

I. ~~H.~~ **Term Loan Allegations.** The Term Loan Secured Parties allege the following:[4]

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

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

4 The Debtors and their estates are not able to stipulate to the amount or allowance of the Term Loan Debt or the validity, perfection, or priority of the Term Loan Liens in the Term Loan Collateral; accordingly, the Debtors and their estates reserve all rights with respect to these issues and matters.

(iii) Term Loan Liens. As more fully set forth in the Term Loan Documents, prior to the Petition Date, the Term Loan Secured Parties assert a security interest in, and lien on (the "***Term Loan Liens***") all Collateral (as defined in the Term Loan Documents) (including Cash Collateral) and all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising (the "***Term Loan Collateral***").[5]

(iv) As of the Petition Date: (a) the Term Loan Liens are alleged to be senior in priority over any and all other liens on the Term Loan Collateral, subject only to certain liens senior by operation of law (solely to the extent any such liens were valid, properly perfected, non-avoidable, and senior in priority to the Term Loan Liens as of the Petition Date, the "***Term Loan Prior Liens***"); (b) the Term Loan Debt is alleged to be a legal and valid obligation of the applicable Debtors enforceable in accordance with the terms of the applicable Term Loan Documents; and (c) subject to any exceptions, exclusions, or limitations provided for in the applicable Term Loan Documents, all of the Term Loan Parties' cash, cash equivalents, negotiable instruments, investment property, general intangibles, and securities, and any amounts generated by the collection of accounts receivable or other disposition of the Term Loan Collateral, and the proceeds of any of the foregoing, wherever located, is alleged to be the cash collateral within the meaning of section 363(a) of the Bankruptcy Code of all (or certain of) the Term Loan Secured Parties, as more fully described in the Term Loan Documents. The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Term Loan

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

Collateral, all of which (subject to any exceptions, exclusions, or limitations provided for in the applicable Term Loan Documents) is alleged to constitute Term Loan Collateral subject to the applicable Term Loan Liens.

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

J. ~~I.~~ **VFS Financing Allegations**

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

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

K. **~~J.~~ NFS Financing Allegations**

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

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

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

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

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

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

(iv) The Debtors have acted in good faith regarding the Debtors' continued use of the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties, consistent with the Budget) to fund the administration of the Debtors' estates in a manner that best

preserves and maximizes the value of estate property, in accordance with the terms and conditions hereof.

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

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

N. ~~M.~~ **Term Loan Prior Liens**. Nothing herein shall constitute a finding or ruling by this Court that any alleged Term Loan Prior Lien or Other Senior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party in interest, including, but not limited to, the Debtors, the Prepetition Secured Parties, and the Committee, in each case to the extent any such party has standing to challenge, or object to, the

validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Term Loan Prior Lien, Other Senior Liens, and/or other security interests and liens.

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

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

IT IS HEREBY ORDERED THAT:

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

2. *Use of Cash Collateral*. The Debtors are hereby authorized, subject to the terms and conditions of this ~~Second~~Third Interim Order (including the Carve Out), to use the Cash Collateral, consistent with the budget attached hereto as **Exhibit 1** (as amended, supplemented, replaced, extended, or otherwise modified from time to time, the "***Budget***") (subject to the Permitted Variance), during the period from the Petition Date through and including the earlier of

(a) the Termination Date, and (b) the date of the Final Hearing. The Debtors are authorized to use the Cash Collateral to: (a) fund payroll, working capital, general corporate purposes, and administrative costs and expenses of the Debtors incurred in the Chapter 11 Cases and related proceedings, consistent with the Budget (subject to the Permitted Variance), (b) satisfy any Adequate Protection Obligations to the Term Loan Secured Parties, as provided herein, (c) fund the Carve Out Reserves, and (d) fund the Professional Fee Reserve Account in accordance with this ~~Second~~Third Interim Order.

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

4. *Adequate Protection of Prepetition Secured Parties.* Pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, the Prepetition Secured Parties are entitled to adequate protection of their alleged respective interests in the Prepetition Collateral (if any), including the Cash Collateral, solely to the extent of any aggregate diminution in the value of their alleged respective interests, from the value, if any, that existed as of the Petition Date, in the Prepetition Collateral (including Cash Collateral), from and after the Petition Date as set forth below in this paragraph. Accordingly, the Term Loan Agent (for the benefit of the Term Loan Secured Parties), NFS, and VFS are hereby granted the following as adequate protection (collectively, the "***Adequate Protection Obligations***"):

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

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

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

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

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

(c) VFS Adequate Protection Liens. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, upon entry of the ~~Second~~Third Interim Order and effective as of the

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

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

(e) Adequate Protection Claims of Term Loan Secured Parties. Upon entry of the ~~Second~~Third Interim Order and effective as of the Petition Date, the Term Loan Agent (for itself and for the benefit of the Term Loan Secured Parties) is hereby granted, subject and subordinate only to the Carve Out, allowed superpriority administrative expense claims against the Debtors' estates as provided for in sections 503(b) and 507(b) of the Bankruptcy Code (the "***Adequate Protection Claims***"), solely to the extent of any aggregate diminution in value of the alleged respective interests from the value, if any, that existed as of the Petition Date, in the Term Loan Collateral (including Cash Collateral) from and after the Petition Date, including as a result of the automatic stay, the Debtors' use, sale, or lease of the Prepetition Collateral, and the subordination of the Term Loan Liens to the Carve Out.

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

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

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

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

(j) Term Loan Secured Parties Adequate Protection Fees and Expenses. As further adequate protection, the Debtors shall pay the reasonable and documented fees and expenses of the professionals retained by the Term Loan Secured Parties, subject to an aggregate maximum limit of $100,000 through the date of the Final Hearing; *provided*, to the extent the Term Loan Secured Parties are determined to be undersecured or upon a successful Challenge, the Court shall retain authority to fashion an appropriate remedy with respect to any payments benefitting the Term Loan Secured Parties pursuant to this paragraph.

5. *Budget*. The Budget reflects, among other things, through the date of the Final Hearing, the Debtors' projected cash receipts and disbursements for each one-week period covered

thereby. The Debtors may use the Cash Collateral consistent with the Budget; *provided* that the Debtors shall be permitted to expend up to 20 percent more than the projected aggregate disbursements set forth in the Budget through the date of the Final Hearing; *provided*, *however*, that the cash disbursements in respect of any professional fees of Professional Persons (as defined below) shall not be included in calculating compliance with the Budget (such deviations, excluding cash disbursements in respect to professional fees of Professional Persons, the "***Permitted Variance***").

6. *Challenges*.

(a) The Debtors shall be required to commence any adversary proceeding or contested matter (i) objecting to or challenging the amount, validity, perfection, enforceability, priority, or extent of the Term Loan Debt or the Term Loan Liens, or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests, or defenses (collectively, the "***Challenges***") against the Term Loan Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "***Representative***" and, collectively, the "***Representatives***") in connection with matters related to the Term Loan Documents, the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral on or before the later of (x) the date that is 30 calendar days after the entry of the First Interim Order, or (y) the date of the Final Hearing (the later to occur of clauses (x)-(y), the "***Debtors' Challenge Period***") with such Final Hearing to occur no later than the week of

~~June 22~~July 6, 2026 (absent agreement of the Debtors and the Term Loan Secured Partis or further order of the Court).

(b) Upon the expiration of the Debtors' Challenge Period (but subject in all respects to any pending Challenge commenced by the Debtors and the Non Debtor Challenge Period (as defined below)), the Debtors shall enter into customary stipulations regarding the priority, validity, extent, and amount of the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral, which stipulations shall be approved by the Bankruptcy Court pursuant to the Final Order.

(c) The Debtors' stipulations, admissions, agreements, and releases contained in the Final Order shall be binding upon the Debtors' estates and all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases (including the Committee) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (i) such committee or any other party in interest with requisite standing (in each case to the extent requisite standing is sought pursuant to a standing motion filed prior to the expiration of the Non Debtor Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such person or entity's right or ability to commence such proceeding), has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) commencing a Challenge by the earlier of (x) the date of entry of an order confirming a chapter 11 plan, and (y) seventy-five (75) calendar days after entry of the First Interim Order (the earlier to occur of clauses (x)-(y), the "***Non Debtor Challenge Period***"), *provided*, *however*, the duration of the Non Debtor Challenge Period is subject to entry of the Final Order granting such relief; and (ii) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, *however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Non Debtor Challenge Period shall be deemed forever, waived, released, and barred. If no such Challenge is timely and properly filed during the Non Debtor Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then (subject in all respects to the resolution of any pending Challenges filed by the Debtors by agreement or a final non-appealable order of the Court): (x) the Debtors' stipulations, admissions, agreements, and releases contained in the Final Order shall be binding on all parties in interest; (y) for all purposes in the Chapter 11 Cases, any subsequent chapter 7 case(s), or otherwise; (z) any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Term Loan Secured Parties and their Representatives arising out of or relating to any of the Debtors, the Term Loan Documents, the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral shall be deemed forever waived, released, and barred. If any such Challenge is timely filed during the Non Debtor Challenge Period, the stipulations, admissions, agreements, and releases contained in the Final Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity who did not timely file a Challenge. Nothing in this ~~Second~~Third Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates.

(d) Upon the earlier of (i) the resolution by agreement or a final and non-appealable order on any timely filed Challenges, (ii) the expiration of both the Debtor Challenge Period and Non Debtor Challenge Period without the commencement of any Challenge, and (iii) the effective date of a confirmed chapter 11 plan in the Chapter 11 Cases, unless otherwise ordered by the Court, funds in the Adequate Protection Account shall be paid to the Term Loan Agent for the benefit of the Term Loan Secured Parties to be applied to the allowed amount of the Term Loan Debt pursuant to the Term Loan Documents.

7. *Reservation of Rights of Prepetition Secured Parties.* Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; provided that any of the Prepetition Secured Parties may request further or different adequate protection and the Debtors or any other party in interest may contest any such request.

8. *Termination*. The Debtors' authorization to use Cash Collateral hereunder shall be subject to the occurrence of any of the following (each, a "***Termination Event***"): (a) the Court

shall have entered an order (i) converting one or more of the Debtors' Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (ii) dismissing the Chapter 11 Cases; or (b) this ~~Second~~Third Interim Order (as the terms thereof may be extended from time to time, including by subsequent interim or final order of the Court) ceases to be in full force and effect for any reason or an order shall be entered reversing, amending, supplementing, staying, vacating, or otherwise modifying this ~~Second~~Third Interim Order.

9. *Limitation on Use of Collateral.* Notwithstanding any other provision of this ~~Second~~Third Interim Order or any other order entered by the Court, no funds on deposit in the Adequate Protection Account may be used directly or indirectly, including, without limitation, through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings, or other litigation (i) against any of the Term Loan Secured Parties, or their respective predecessors-in-interest, agents, affiliates, Representatives, attorneys, or advisors, or any action purporting to do the foregoing in respect of the, Term Loan Debt, and/or the Adequate Protection Obligations, and Adequate Protection Liens granted to the Term Loan Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority, or enforceability of or asserting any defense, counterclaim, or offset with respect to the Term Loan Debt and/or the liens, claims, rights, or security interests securing or supporting the Term Loan Debt or Adequate Protection Claims granted under the First Interim Order, the Second Interim Order, this Third Interim Order, Final Order, or the Term Loan Documents in respect of the Term Loan Debt, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise, (b) attempts to prevent, hinder, or otherwise delay or interfere with

the Term Loan Agent's or the other Term Loan Secured Parties', as applicable, enforcement or realization on the Term Loan Debt, Term Loan Collateral, and the liens, claims, and rights granted to such parties under the First Interim Order, Second Interim Order, this Third Interim Order, or Final Order, as applicable, each in accordance with the Term Loan Documents and this ~~Second~~Third Interim Order; (c) attempts to seek to modify any of the rights and remedies granted to the Term Loan Agent or the other Term Loan Secured Parties, under the First Interim Order, Second Interim Order, this Third Interim Order, or the Term Loan Documents, as applicable, other than in accordance with this ~~Second~~Third Interim Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Liens and 507(b) claims granted to the Term Loan Secured Parties; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments from the Adequate Protection Account are approved or authorized by the Court, agreed to in writing by the Term Loan Agent, or expressly permitted under this ~~Second~~Third Interim Order (including the Budget, subject to Permitted Variances), in each case unless all Term Loan Debt, Adequate Protection Obligations, and claims granted to the each Term Loan Secured Party under this ~~Second~~Third Interim Order, have been indefeasibly paid in full in cash.

10. Upon the occurrence of a Termination Event, the Prepetition Secured Parties may file a motion with the Court seeking emergency relief and an emergency hearing before the Court on at least three business days' written notice to counsel for the Debtors, counsel for the Committee or other statutory committee (if any), and the U.S. Trustee. At such hearing, the Court may fashion any appropriate remedy, including terminating the Debtors' use of Cash Collateral (the date of any such termination, the "***Termination Date***"). For the avoidance of doubt, the Prepetition Secured

Parties' exercise of any remedies against any of the Prepetition Collateral, including upon the occurrence of the Termination Date, if any, shall be subject to further order of the Court.

11. *Carve Out.*

(a) As used in this ~~Second~~Third Interim Order, the "***Carve Out***" means the sum of: (i) all unpaid fees required to be paid to the Clerk of the Court and the U.S. Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate; (ii) all unpaid, reasonable and documented fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all accrued but unpaid fees and expenses (the "***Allowed Professional Fees***") incurred by persons or firms retained or proposed to be retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (collectively, the "***Debtor Professionals***") and the Committee or other statutory committee (if any) pursuant to sections 328 or 1103 of the Bankruptcy Code (collectively, the "***Committee Professionals***" and, together with the Debtor Professionals, the "***Professional Persons***"), at any time before or on the first business day following the Termination Date, whether allowed by this Court prior to or after the Termination Date; (iv) Allowed Professional Fees of Debtor Professionals in an aggregate amount not to exceed $500,000 and Allowed Professional Fees of Committee Professionals in an aggregate amount not to exceed $150,000, incurred after the first business day following the Termination Date, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "***Post-Termination Date Carve Out Cap***"); and (v) the amounts secured by the Administration Charge and the Directors' Charge (together, the "***Charges***"), each as defined in the Supplemental Order of the Ontario Superior Court of Justice (Commercial List) in the reorganization proceedings commenced by certain of the Debtors under the *Companies' Creditors Arrangement Act*, as against the collateral of Digital Gold Ventures Inc., BitAccess Inc., and Express Vending Inc., and any other collateral of the Debtors located in Canada.

(b) Carve Out Reserves. On the Termination Date, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor (other than cash and funds on deposit in the Adequate Protection Account) to fund a reserve in an amount equal to the then unpaid amounts of the obligations set forth in clauses (a)(i) through (a)(iii) and (a)(v) of the definition of Carve Out set forth above (the "***Pre-Carve Out Amounts***"). The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees and the amounts secured by the Charges (the "***Pre-Termination Date Reserve***") prior to any and all other claims. On the Termination Date, after funding the Pre-Termination Date Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor (other than funds on deposit in the Adequate Protection Account) to fund a reserve in an amount equal to the Post-Termination Date Carve Out Cap (the "***Post-Termination Date Reserve***" and, together with the Pre-Termination Date Reserve, the "***Carve Out Reserves***") prior to any and all other claims. All funds in the Pre-Termination Date Reserve shall be used first to pay the Pre-Carve Out Amounts until paid in full, and then, to the extent the Pre-Termination Date Reserve has not been reduced to zero, the balance of the Pre-Termination Date Reserve shall be made available for the benefit of the Debtors' estates. All funds in the Post-Termination Date Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "***Post-Carve Out Amounts***") until paid in full, and then, to the extent the Post-Termination Date Reserve has not been reduced to zero, the balance of the Post-Termination Date Reserve shall be made available for the benefit of the Debtors' estates. Notwithstanding anything to the contrary in the Prepetition Documents or this ~~Second~~Third Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 11, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts or Post-Carve Out Amounts, as applicable, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 11, prior to making such excess funds available for the benefit of the Debtors' estates. Further, notwithstanding anything to the contrary in this ~~Second~~Third Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute an advance or extension of credit under the Prepetition Documents or increase or reduce the obligations under the Prepetition Documents, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Carve Out or Carve Out Reserves, or any of the foregoing, be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors and their estates. For the avoidance of doubt and notwithstanding anything to the contrary in this ~~Second~~Third Interim Order or in the Prepetition Documents, the Carve Out shall be senior and prior to the Prepetition Liens, claims on account of the Prepetition Debt, the Adequate Protection Liens, the Adequate Protection Claims, and any and all other forms of adequate protection, liens, or claims arising under the First Interim Order, ~~this~~the Second Interim Order, this Third Interim Order or securing the debt and obligations under the Prepetition Documents save and except with respect to cash and funds on deposit in the Adequate Protection Account (subject to the Final Order).

(c) Payment of Allowed Professional Fees Prior to the Termination Date. Any payment or reimbursement made prior to the occurrence of the Termination Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(d) Professional Fee Reserve Account. Upon entry of this ~~Second~~Third Interim Order, and notwithstanding any other provision of this ~~Second~~Third Interim Order or any provision of the other Prepetition Documents, the Debtors are authorized and directed to fund an escrow account at Kroll Restructuring Administration LLC for the sole purpose of reserving for and paying unpaid Allowed Professional Fees[6] (the "***Professional Fee Reserve Account***"). The Professional Fee Reserve Account shall be held for the benefit of Professional Persons[7] and shall not be property of the Debtors' estates or subject to the control, lien, security interest, or claims of the Prepetition Secured Parties, or any other creditor. Upon entry of this ~~Second~~Third Interim Order, the Debtors shall fund the Professional Fee Reserve Account in an amount equal to (a) the Post Carve Out Trigger Notice Cap (and shall retain such amount in the Professional Fee Reserve Account for the duration of the Chapter 11 Cases); plus (b) the total estimated fees and expenses for each Professional Person (the "***Estimated Professional Fees***"), which good-faith estimate shall cover the time period beginning on the Petition Date through the fourth Saturday following the Petition Date. By not later than 5:00 p.m. (prevailing Central Time) on Thursday of each week commencing with the first full calendar week following the Petition Date (each, an "***Estimation Period***"), each Professional Person shall deliver to the Debtors a statement setting forth the Estimated Professional Fees for such Professional Person for the subsequent week. Subject to clause (e) below, on a weekly basis, the Debtors shall transfer cash, including Cash Collateral, in an amount equal to the Estimated Professional Fees for the subsequent week (including, in the event of the closing of any sale, restructuring, financing, or other transaction upon which one or more success or transaction fees is earned by any Professional Person, any amount equal to the

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

7 For the purposes of this paragraph 11(d) "Professional Persons" shall include professionals retained by certain of the Debtors in related Canadian proceedings.

sum of all such fees, to the extent such fees are not paid to the Professional Person upon such closing). For the avoidance of doubt, cash or funds on deposit in the Adequate Protection Account will not be transferred to the Professional Fee Reserve Account except by further order of the Court, including the Final Order.

(e) Amounts in the Professional Fee Reserve Account (such amounts, the "***Reserve Amounts***") may be applied from time to time to pay the Allowed Professional Fees prior to any and all other claims; provided, however, that notwithstanding the foregoing, any payment of Allowed Professional Fees prior to the delivery of a Carve Out Trigger Notice shall not reduce the Post-Termination Date Carve Out Cap. If, after payment in full of all Reserve Amounts on account of Allowed Professional Fees and termination of the engagement of all Professional Persons, the Professional Fee Reserve Account has not been reduced to zero, all residual funds shall be returned to the Debtors' estates for distribution in accordance with a further order of this Court. For the avoidance of doubt, the Debtors' obligation to pay Allowed Professional Fees shall not be limited or deemed limited to funds held in the Professional Fee Reserve Account or the Budget.

(f) None of the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this ~~Second~~Third Interim Order or otherwise shall be construed to obligate the Prepetition Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

12. *Preservation of Rights Granted Under this ~~Second~~Third Interim Order*.

(a) If any or all of the provisions of this ~~Second~~Third Interim Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacatur, or stay shall not affect: (i) the validity, priority, or enforceability of any Adequate Protection Claims or Adequate Protection Liens incurred prior to the actual receipt of written notice by the Prepetition Secured Parties, of the effective date of such reversal, modification, vacatur, or stay; or (ii) the validity, priority, or enforceability of the Adequate Protection Liens or the Carve Out.

(b) Except as expressly provided in this ~~Second~~Third Interim Order, the Adequate Protection Obligations and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this ~~Second~~Third Interim Order shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases, or terminating the joint administration of these Chapter 11 Cases or by any other act or omission of the Court, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code. The terms and provisions of this ~~Second~~Third Interim Order shall continue in these Chapter 11 Cases, in any successor cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Obligations, and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this ~~Second~~Third Interim Order shall continue in full force and effect until any Adequate Protection Claims are indefeasibly paid in full in cash or otherwise satisfied, as set forth herein.

13. *Automatic Stay Applicable to Bank Accounts*. For the avoidance of doubt, the automatic stay under section 362 of the Bankruptcy Code shall apply to any of the Debtors' bank accounts or kiosks subject to any alleged Prepetition Liens and prohibits any sweep, transfer, or withdrawal of cash or other amounts on deposit therein from such accounts or kiosks, whether automatic or manual, pursuant to any account control agreement or similar agreement, including any blocked account control agreement, with respect to any such accounts that are subject to any alleged Prepetition Liens.

14. *Effectiveness*. This ~~Second~~Third Interim Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062, or 9014 of the Bankruptcy Rules, any Local Rule, or rule 62(a) of the Federal Rules of Civil Procedure, this ~~Second~~Third Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this ~~Second~~Third Interim Order.

15. *Headings*. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this ~~Second~~Third Interim Order.

16. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

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

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

19. *~~Second~~Third Interim Order Controls*. In the event of any inconsistency between the terms and conditions of the Prepetition Documents and this ~~Second~~Third Interim Order, the provisions of this ~~Second~~Third Interim Order shall govern and control.

20. *Retention of Jurisdiction*. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this ~~Second~~Third Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

21. *Final Hearing*. The final hearing on the Motion shall be held on ~~June~~July __, 2026, at __:__ _.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~~July __, 2026, and shall be served on: (a) proposed counsel to the Debtors, Vinson & Elkins LLP, The Grace Building, 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036, Attn: David S. Meyer and Jessica C. Peet, and 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman; (b) the U.S. Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; (c) counsel to the Term Loan Secured Parties, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra and William Hao; and (d) the Committee and their counsel.

Dated: June ___, 2026
Houston, Texas

____
THE HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Budget

(Modified graphics) cast

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

Notes:

1. Amounts included in this reserve are for budgeting and liquidity planning purposes only and shall not constitute an admission of liability or agreement that such amounts are due and owing. The Debtors expressly reserve all rights to dispute, modify, reduce, or remove such amounts.

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

Summary report: **Litera Compare for Word 11.16.0.74 Document comparison done on 6/23/2026 8:16:37 PM**	
Style name: VE Deletions Strikethru Full Text	
Intelligent Table Comparison: Active	
Original filename: BTM - Second Interim Cash Collateral Order (Filing Version).docx	
Modified filename: BTM - Third Interim Cash Collateral Order (Filing Version).docx	
Changes:	
Add	84
~~Delete~~	79
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	164

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

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

THIRD INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION, (III) CONFIRMING APPLICATION OF THE AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

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

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

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

(i) authorizing the Debtors to use the alleged Cash Collateral of the Term Loan Secured Parties under the Term Loan Documents, consistent with the Budget (subject to the Permitted Variance), and provide adequate protection to the Term Loan Agent (for the benefit of the Term Loan Lenders), NFS, and VFS pursuant to sections 361 and 363(e) of the Bankruptcy Code solely to the extent of any diminution in value of their alleged respective interests in the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties) as of the Petition Date resulting from the imposition of the automatic stay under section 362 of the Bankruptcy Code, the subordination of the Prepetition Liens to the Carve Out, or the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties);

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

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

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

(v) scheduling a final hearing (the "***Final Hearing***") to consider final approval of the use of Cash Collateral and other provisions set forth in this Third Interim Order pursuant to a proposed final order (the "***Final Order***"), as set forth in the Motion.

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

Debtors, their estates, and all parties in interest, and is essential for the preservation of the Debtors' businesses and property; and it appearing that no other or further notice of the Motion or the Interim Hearings need be given under the circumstances; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

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

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

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

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

D. Notice. The Interim Hearings were held pursuant to Bankruptcy Rule 4001(b)(2) and paragraph C of the Complex Case Procedures. Proper, timely, and sufficient notice of the

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

Interim Hearings and the interim relief requested in the Motion has been provided under the circumstances in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures, and no other or further notice of the Motion or entry of this Third Interim Order shall be required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

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

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

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

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

I. Term Loan Allegations. The Term Loan Secured Parties allege the following:[4]

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

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

[4] The Debtors and their estates are not able to stipulate to the amount or allowance of the Term Loan Debt or the validity, perfection, or priority of the Term Loan Liens in the Term Loan Collateral; accordingly, the Debtors and their estates reserve all rights with respect to these issues and matters.

(iii) Term Loan Liens. As more fully set forth in the Term Loan Documents, prior to the Petition Date, the Term Loan Secured Parties assert a security interest in, and lien on (the "***Term Loan Liens***") all Collateral (as defined in the Term Loan Documents) (including Cash Collateral) and all proceeds and products thereof, in each case whether then owned or existing or thereafter acquired or arising (the "***Term Loan Collateral***").[5]

(iv) As of the Petition Date: (a) the Term Loan Liens are alleged to be senior in priority over any and all other liens on the Term Loan Collateral, subject only to certain liens senior by operation of law (solely to the extent any such liens were valid, properly perfected, non-avoidable, and senior in priority to the Term Loan Liens as of the Petition Date, the "***Term Loan Prior Liens***"); (b) the Term Loan Debt is alleged to be a legal and valid obligation of the applicable Debtors enforceable in accordance with the terms of the applicable Term Loan Documents; and (c) subject to any exceptions, exclusions, or limitations provided for in the applicable Term Loan Documents, all of the Term Loan Parties' cash, cash equivalents, negotiable instruments, investment property, general intangibles, and securities, and any amounts generated by the collection of accounts receivable or other disposition of the Term Loan Collateral, and the proceeds of any of the foregoing, wherever located, is alleged to be the cash collateral within the meaning of section 363(a) of the Bankruptcy Code of all (or certain of) the Term Loan Secured Parties, as more fully described in the Term Loan Documents. The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated from the Term Loan

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

Collateral, all of which (subject to any exceptions, exclusions, or limitations provided for in the applicable Term Loan Documents) is alleged to constitute Term Loan Collateral subject to the applicable Term Loan Liens.

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

J. VFS Financing Allegations

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

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

K. NFS Financing Allegations

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

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

L. Interim Findings Regarding the Use of Cash Collateral.

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

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

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

(iv) The Debtors have acted in good faith regarding the Debtors' continued use of the Prepetition Collateral (including Cash Collateral of the Term Loan Secured Parties, consistent with the Budget) to fund the administration of the Debtors' estates in a manner that best

preserves and maximizes the value of estate property, in accordance with the terms and conditions hereof.

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

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

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

validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Term Loan Prior Lien, Other Senior Liens, and/or other security interests and liens.

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

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

IT IS HEREBY ORDERED THAT:

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

2. *Use of Cash Collateral*. The Debtors are hereby authorized, subject to the terms and conditions of this Third Interim Order (including the Carve Out), to use the Cash Collateral, consistent with the budget attached hereto as **Exhibit 1** (as amended, supplemented, replaced, extended, or otherwise modified from time to time, the "***Budget***") (subject to the Permitted Variance), during the period from the Petition Date through and including the earlier of (a) the Termination Date, and (b) the date of the Final Hearing. The Debtors are authorized to use the

Cash Collateral to: (a) fund payroll, working capital, general corporate purposes, and administrative costs and expenses of the Debtors incurred in the Chapter 11 Cases and related proceedings, consistent with the Budget (subject to the Permitted Variance), (b) satisfy any Adequate Protection Obligations to the Term Loan Secured Parties, as provided herein, (c) fund the Carve Out Reserves, and (d) fund the Professional Fee Reserve Account in accordance with this Third Interim Order.

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

4. *Adequate Protection of Prepetition Secured Parties*. Pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, the Prepetition Secured Parties are entitled to adequate protection of their alleged respective interests in the Prepetition Collateral (if any), including the Cash Collateral, solely to the extent of any aggregate diminution in the value of their alleged respective interests, from the value, if any, that existed as of the Petition Date, in the Prepetition Collateral (including Cash Collateral), from and after the Petition Date as set forth below in this paragraph. Accordingly, the Term Loan Agent (for the benefit of the Term Loan Secured Parties), NFS, and VFS are hereby granted the following as adequate protection (collectively, the "***Adequate Protection Obligations***"):

(a) <u>Term Loan Adequate Protection Liens</u>. Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, upon entry of the Third Interim Order and effective as of the

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

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

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

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

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

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

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

(e) <u>Adequate Protection Claims of Term Loan Secured Parties</u>. Upon entry of the Third Interim Order and effective as of the Petition Date, the Term Loan Agent (for itself and for the benefit of the Term Loan Secured Parties) is hereby granted, subject and subordinate only to the Carve Out, allowed superpriority administrative expense claims against the Debtors' estates as provided for in sections 503(b) and 507(b) of the Bankruptcy Code (the "***Adequate Protection Claims***"), solely to the extent of any aggregate diminution in value of the alleged respective interests from the value, if any, that existed as of the Petition Date, in the Term Loan Collateral (including Cash Collateral) from and after the Petition Date, including as a result of the automatic stay, the Debtors' use, sale, or lease of the Prepetition Collateral, and the subordination of the Term Loan Liens to the Carve Out.

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

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

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

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

(j) Term Loan Secured Parties Adequate Protection Fees and Expenses. As further adequate protection, the Debtors shall pay the reasonable and documented fees and expenses of the professionals retained by the Term Loan Secured Parties, subject to an aggregate maximum limit of $100,000 through the date of the Final Hearing; *provided*, to the extent the Term Loan Secured Parties are determined to be undersecured or upon a successful Challenge, the Court shall retain authority to fashion an appropriate remedy with respect to any payments benefitting the Term Loan Secured Parties pursuant to this paragraph.

5. *Budget*. The Budget reflects, among other things, through the date of the Final Hearing, the Debtors' projected cash receipts and disbursements for each one-week period covered thereby. The Debtors may use the Cash Collateral consistent with the Budget; *provided* that the Debtors shall be permitted to expend up to 20 percent more than the projected aggregate

disbursements set forth in the Budget through the date of the Final Hearing; *provided*, *however*, that the cash disbursements in respect of any professional fees of Professional Persons (as defined below) shall not be included in calculating compliance with the Budget (such deviations, excluding cash disbursements in respect to professional fees of Professional Persons, the "***Permitted Variance***").

6. *Challenges*.

(a) The Debtors shall be required to commence any adversary proceeding or contested matter (i) objecting to or challenging the amount, validity, perfection, enforceability, priority, or extent of the Term Loan Debt or the Term Loan Liens, or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests, or defenses (collectively, the "***Challenges***") against the Term Loan Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (each, a "***Representative***" and, collectively, the "***Representatives***") in connection with matters related to the Term Loan Documents, the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral on or before the later of (x) the date that is 30 calendar days after the entry of the First Interim Order, or (y) the date of the Final Hearing (the later to occur of clauses (x)-(y), the "***Debtors' Challenge Period***") with such Final Hearing to occur no later than the week of July 6, 2026 (absent agreement of the Debtors and the Term Loan Secured Partis or further order of the Court).

(b) Upon the expiration of the Debtors' Challenge Period (but subject in all respects to any pending Challenge commenced by the Debtors and the Non Debtor Challenge Period (as defined below)), the Debtors shall enter into customary stipulations regarding the priority, validity, extent, and amount of the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral, which stipulations shall be approved by the Bankruptcy Court pursuant to the Final Order.

(c) The Debtors' stipulations, admissions, agreements, and releases contained in the Final Order shall be binding upon the Debtors' estates and all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases (including the Committee) and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (i) such committee or any other party in interest with requisite standing (in each case to the extent requisite standing is sought pursuant to a standing motion filed prior to the expiration of the Non Debtor Challenge Period and subject in all respects to any agreement or applicable law that may limit or affect such person or entity's right or ability to commence such proceeding), has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) commencing a Challenge by the earlier of (x) the date of entry of an order confirming a chapter 11 plan, and (y) seventy-five (75) calendar days after entry of the First Interim Order (the earlier to occur of clauses (x)-(y), the "***Non Debtor Challenge Period***"), *provided*, *however*, the duration of the Non Debtor Challenge Period is subject to entry of the Final Order granting such relief; and (ii) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided*, *however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Non Debtor Challenge Period shall be deemed forever, waived, released, and barred. If no such Challenge is timely and properly filed during the Non Debtor Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then (subject in all respects to the resolution of any pending Challenges filed by the Debtors by agreement or a final non-appealable order of the Court): (x) the Debtors' stipulations, admissions, agreements, and releases contained in the Final Order shall be binding on all parties in interest; (y) for all purposes in the Chapter 11 Cases, any subsequent chapter 7 case(s), or otherwise; (z) any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Term Loan Secured Parties and their Representatives arising out of or relating to any of the Debtors, the Term Loan Documents, the Term Loan Debt, the Term Loan Liens, and the Term Loan Collateral shall be deemed forever waived, released, and barred. If any such Challenge is timely filed during the Non Debtor Challenge Period, the stipulations, admissions, agreements, and releases contained in the Final Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity who did not timely file a Challenge. Nothing in this Third Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates.

(d) Upon the earlier of (i) the resolution by agreement or a final and non-appealable order on any timely filed Challenges, (ii) the expiration of both the Debtor Challenge Period and Non Debtor Challenge Period without the commencement of any Challenge, and (iii) the effective date of a confirmed chapter 11 plan in the Chapter 11 Cases, unless otherwise ordered by the Court, funds in the Adequate Protection Account shall be paid to the Term Loan Agent for the benefit of the Term Loan Secured Parties to be applied to the allowed amount of the Term Loan Debt pursuant to the Term Loan Documents.

7. *Reservation of Rights of Prepetition Secured Parties.* Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; provided that any of the Prepetition Secured Parties may request further or different adequate protection and the Debtors or any other party in interest may contest any such request.

8. *Termination.* The Debtors' authorization to use Cash Collateral hereunder shall be subject to the occurrence of any of the following (each, a "***Termination Event***"): (a) the Court shall have entered an order (i) converting one or more of the Debtors' Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (ii) dismissing the Chapter 11 Cases; or (b) this Third

Interim Order (as the terms thereof may be extended from time to time, including by subsequent interim or final order of the Court) ceases to be in full force and effect for any reason or an order shall be entered reversing, amending, supplementing, staying, vacating, or otherwise modifying this Third Interim Order.

9. *Limitation on Use of Collateral.* Notwithstanding any other provision of this Third Interim Order or any other order entered by the Court, no funds on deposit in the Adequate Protection Account may be used directly or indirectly, including, without limitation, through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings, or other litigation (i) against any of the Term Loan Secured Parties, or their respective predecessors-in-interest, agents, affiliates, Representatives, attorneys, or advisors, or any action purporting to do the foregoing in respect of the, Term Loan Debt, and/or the Adequate Protection Obligations, and Adequate Protection Liens granted to the Term Loan Secured Parties, as applicable, or (ii) challenging the amount, validity, perfection, priority, or enforceability of or asserting any defense, counterclaim, or offset with respect to the Term Loan Debt and/or the liens, claims, rights, or security interests securing or supporting the Term Loan Debt or Adequate Protection Claims granted under the First Interim Order, the Second Interim Order, this Third Interim Order, Final Order, or the Term Loan Documents in respect of the Term Loan Debt, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise, (b) attempts to prevent, hinder, or otherwise delay or interfere with the Term Loan Agent's or the other Term Loan Secured Parties', as applicable, enforcement or realization on the Term Loan Debt, Term Loan Collateral, and the liens, claims, and rights granted

to such parties under the First Interim Order, Second Interim Order, this Third Interim Order, or Final Order, as applicable, each in accordance with the Term Loan Documents and this Third Interim Order; (c) attempts to seek to modify any of the rights and remedies granted to the Term Loan Agent or the other Term Loan Secured Parties, under the First Interim Order, Second Interim Order, this Third Interim Order, or the Term Loan Documents, as applicable, other than in accordance with this Third Interim Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Liens and 507(b) claims granted to the Term Loan Secured Parties; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments from the Adequate Protection Account are approved or authorized by the Court, agreed to in writing by the Term Loan Agent, or expressly permitted under this Third Interim Order (including the Budget, subject to Permitted Variances), in each case unless all Term Loan Debt, Adequate Protection Obligations, and claims granted to the each Term Loan Secured Party under this Third Interim Order, have been indefeasibly paid in full in cash.

10. Upon the occurrence of a Termination Event, the Prepetition Secured Parties may file a motion with the Court seeking emergency relief and an emergency hearing before the Court on at least three business days' written notice to counsel for the Debtors, counsel for the Committee or other statutory committee (if any), and the U.S. Trustee. At such hearing, the Court may fashion any appropriate remedy, including terminating the Debtors' use of Cash Collateral (the date of any such termination, the "***Termination Date***"). For the avoidance of doubt, the Prepetition Secured Parties' exercise of any remedies against any of the Prepetition Collateral, including upon the occurrence of the Termination Date, if any, shall be subject to further order of the Court.

11. *Carve Out.*

(a) As used in this Third Interim Order, the "***Carve Out***" means the sum of: (i) all unpaid fees required to be paid to the Clerk of the Court and the U.S. Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate; (ii) all unpaid, reasonable and documented fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all accrued but unpaid fees and expenses (the "***Allowed Professional Fees***") incurred by persons or firms retained or proposed to be retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (collectively, the "***Debtor Professionals***") and the Committee or other statutory committee (if any) pursuant to sections 328 or 1103 of the Bankruptcy Code (collectively, the "***Committee Professionals***" and, together with the Debtor Professionals, the "***Professional Persons***"), at any time before or on the first business day following the Termination Date, whether allowed by this Court prior to or after the Termination Date; (iv) Allowed Professional Fees of Debtor Professionals in an aggregate amount not to exceed $500,000 and Allowed Professional Fees of Committee Professionals in an aggregate amount not to exceed $150,000, incurred after the first business day following the Termination Date, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "***Post-Termination Date Carve Out Cap***"); and (v) the amounts secured by the Administration Charge and the Directors' Charge (together, the "***Charges***"), each as defined in the Supplemental Order of the Ontario Superior Court of Justice (Commercial List) in the reorganization proceedings commenced by certain of the Debtors under the *Companies' Creditors Arrangement Act*, as against the collateral of Digital Gold Ventures Inc., BitAccess Inc., and Express Vending Inc., and any other collateral of the Debtors located in Canada.

(b) Carve Out Reserves. On the Termination Date, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor (other than cash and funds on deposit in the Adequate Protection Account) to fund a reserve in an amount equal to the then unpaid amounts of the obligations set forth in clauses (a)(i) through (a)(iii) and (a)(v) of the definition of Carve Out set forth above (the "***Pre-Carve Out Amounts***"). The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees and the amounts secured by the Charges (the "***Pre-Termination Date Reserve***") prior to any and all other claims. On the Termination Date, after funding the Pre-Termination Date Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor (other than funds on deposit in the Adequate Protection Account) to fund a reserve in an amount equal to the Post-Termination Date Carve Out Cap (the "***Post-Termination Date Reserve***" and, together with the Pre-Termination Date Reserve, the "***Carve Out Reserves***") prior to any and all other claims. All funds in the Pre-Termination Date Reserve shall be used first to pay the Pre-Carve Out Amounts until paid in full, and then, to the extent the Pre-Termination Date Reserve has not been reduced to zero, the balance of the Pre-Termination Date Reserve shall be made available for the benefit of the Debtors' estates. All funds in the Post-Termination Date Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "***Post-Carve Out Amounts***") until paid in full, and then, to the extent the Post-Termination Date Reserve has not been reduced to zero, the balance of the Post-Termination Date Reserve shall be made available for the benefit of the Debtors' estates. Notwithstanding anything to the contrary in the Prepetition Documents or this Third Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 11, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts or Post-Carve Out Amounts, as applicable, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 11, prior to making such excess funds available for the benefit of the Debtors' estates. Further, notwithstanding anything to the contrary in this Third Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute an advance or extension of credit under the Prepetition Documents or increase or reduce the obligations under the Prepetition Documents, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Carve Out or Carve Out Reserves, or any of the foregoing, be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors and their estates. For the avoidance of doubt and notwithstanding anything to the contrary in this Third Interim Order or in the Prepetition Documents, the Carve Out shall be senior and prior to the Prepetition Liens, claims on account of the Prepetition Debt, the Adequate Protection Liens, the Adequate Protection Claims, and any and all other forms of adequate protection, liens, or claims arising under the First Interim Order, the Second Interim Order, this Third Interim Order or securing the debt and obligations under the Prepetition Documents save and except with respect to cash and funds on deposit in the Adequate Protection Account (subject to the Final Order).

(c) Payment of Allowed Professional Fees Prior to the Termination Date. Any payment or reimbursement made prior to the occurrence of the Termination Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(d) Professional Fee Reserve Account. Upon entry of this Third Interim Order, and notwithstanding any other provision of this Third Interim Order or any provision of the other Prepetition Documents, the Debtors are authorized and directed to fund an escrow account at Kroll Restructuring Administration LLC for the sole purpose of reserving for and paying unpaid Allowed Professional Fees[6] (the "***Professional Fee Reserve Account***"). The Professional Fee Reserve Account shall be held for the benefit of Professional Persons[7] and shall not be property of the Debtors' estates or subject to the control, lien, security interest, or claims of the Prepetition Secured Parties, or any other creditor. Upon entry of this Third Interim Order, the Debtors shall fund the Professional Fee Reserve Account in an amount equal to (a) the Post Carve Out Trigger Notice Cap (and shall retain such amount in the Professional Fee Reserve Account for the duration of the Chapter 11 Cases); plus (b) the total estimated fees and expenses for each Professional Person (the "***Estimated Professional Fees***"), which good-faith estimate shall cover the time period beginning on the Petition Date through the fourth Saturday following the Petition Date. By not later than 5:00 p.m. (prevailing Central Time) on Thursday of each week commencing with the first full calendar week following the Petition Date (each, an "***Estimation Period***"), each Professional Person shall deliver to the Debtors a statement setting forth the Estimated Professional Fees for such Professional Person for the subsequent week. Subject to clause (e) below, on a weekly basis, the Debtors shall transfer cash, including Cash Collateral, in an amount equal to the Estimated Professional Fees for the subsequent week (including, in the event of the closing of any sale, restructuring, financing, or other transaction upon which one or more success or transaction fees is earned by any Professional Person, any amount equal to the sum of all such fees, to the

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

[7] For the purposes of this paragraph 11(d) "Professional Persons" shall include professionals retained by certain of the Debtors in related Canadian proceedings.

extent such fees are not paid to the Professional Person upon such closing). For the avoidance of doubt, cash or funds on deposit in the Adequate Protection Account will not be transferred to the Professional Fee Reserve Account except by further order of the Court, including the Final Order.

(e) Amounts in the Professional Fee Reserve Account (such amounts, the "***Reserve Amounts***") may be applied from time to time to pay the Allowed Professional Fees prior to any and all other claims; provided, however, that notwithstanding the foregoing, any payment of Allowed Professional Fees prior to the delivery of a Carve Out Trigger Notice shall not reduce the Post-Termination Date Carve Out Cap. If, after payment in full of all Reserve Amounts on account of Allowed Professional Fees and termination of the engagement of all Professional Persons, the Professional Fee Reserve Account has not been reduced to zero, all residual funds shall be returned to the Debtors' estates for distribution in accordance with a further order of this Court. For the avoidance of doubt, the Debtors' obligation to pay Allowed Professional Fees shall not be limited or deemed limited to funds held in the Professional Fee Reserve Account or the Budget.

(f) None of the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Third Interim Order or otherwise shall be construed to obligate the Prepetition Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

12. *Preservation of Rights Granted Under this Third Interim Order*.

(a) If any or all of the provisions of this Third Interim Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacatur, or stay shall not affect: (i) the validity, priority, or enforceability of any Adequate Protection Claims or Adequate Protection Liens incurred prior to the actual receipt of written notice by the Prepetition Secured Parties, of the effective date of such reversal, modification, vacatur, or stay; or (ii) the validity, priority, or enforceability of the Adequate Protection Liens or the Carve Out.

(b) Except as expressly provided in this Third Interim Order, the Adequate Protection Obligations and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Third Interim Order shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Chapter 11 Cases, or terminating the joint administration of these Chapter 11 Cases or by any other act or omission of the Court, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code. The terms and provisions of this Third Interim Order shall continue in these Chapter 11 Cases, in any successor cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Obligations, and all other rights and remedies of the Prepetition Secured Parties granted by the provisions of this Third Interim Order shall continue in full force and effect until any Adequate Protection Claims are indefeasibly paid in full in cash or otherwise satisfied, as set forth herein.

13. *Automatic Stay Applicable to Bank Accounts*. For the avoidance of doubt, the automatic stay under section 362 of the Bankruptcy Code shall apply to any of the Debtors' bank accounts or kiosks subject to any alleged Prepetition Liens and prohibits any sweep, transfer, or withdrawal of cash or other amounts on deposit therein from such accounts or kiosks, whether automatic or manual, pursuant to any account control agreement or similar agreement, including any blocked account control agreement, with respect to any such accounts that are subject to any alleged Prepetition Liens.

14. *Effectiveness*. This Third Interim Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062, or 9014 of the Bankruptcy Rules, any Local Rule, or rule 62(a) of the Federal Rules of Civil Procedure, this Third Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Third Interim Order.

15. *Headings*. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Third Interim Order.

16. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

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

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

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

20. *Retention of Jurisdiction*. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Third Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

21. *Final Hearing.* The final hearing on the Motion shall be held on July __, 2026, at __:__ _.m., prevailing Central Time. Any objections or responses to entry of an additional order on the Motion shall be filed on or before 5:00 p.m., prevailing Central Time, on July __, 2026, and shall be served on: (a) proposed counsel to the Debtors, Vinson & Elkins LLP, The Grace Building, 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036, Attn: David S. Meyer and Jessica C. Peet, and 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman; (b) the U.S. Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; (c) counsel to the Term Loan Secured Parties, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra and William Hao; and (d) the Committee and their counsel.

Dated: June ___, 2026
Houston, Texas

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THE HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Budget

Cash Flow Forecast

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

Notes:

1. Amounts included in this reserve are for budgeting and liquidity planning purposes only and shall not constitute an admission of liability or agreement that such amounts are due and owing. The Debtors expressly reserve all rights to dispute, modify, reduce, or remove such amounts.
2. The Debtors are currently conducting a court-approved sale and auction process for substantially all of their assets. The forecast presented herein does not include any potential proceeds from such sale transactions, as the timing, amount, and ultimate outcome of the sale process remain uncertain