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

In re:	)	Chapter 11
BITCOIN DEPOT INC., *et al.*,	)	Case No. 26–90528 (CML)
Debtors.[1]	)	(Jointly Administered)
	)	**Re: Docket No. 98**

**ORDER (A) APPROVING
(I) BIDDING PROCEDURES,
(II) FORM AND MANNER OF NOTICE
OF SALE, AUCTION, AND SALE HEARING,
AND (III) ASSUMPTION AND ASSIGNMENT
PROCEDURES; (B) SCHEDULING AUCTION, SALE HEARING,
AND RELATED DEADLINES; AND (C) GRANTING RELATED RELIEF**

Upon the motion (the "***Motion***")[2] filed by the above-referenced debtors and debtors in possession (collectively, the "***Debtors***") for entry of an order (this "***Bidding Procedures Order***") (a) authorizing and approving the bidding procedures, substantially in the form attached hereto as **Exhibit 1** (the "***Bidding Procedures***"), in connection with one or more sale transactions (each, a "***Sale Transaction***") of: all or substantially all of the Debtors' assets (collectively, the "***Assets***"); (b) scheduling an auction in connection with the Sale Transaction(s) (the "***Auction***"), hearing dates in connection with the approval of the Sale Transaction(s) (the "***Sale Hearing***"), and other deadlines with respect to the Sale Transaction(s); (c) approving the form and manner of notice of the Sale Transaction(s), the Auction, and the Sale Hearing, substantially in the

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

[2] Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Motion and Bidding Procedures.

form attached hereto as **Exhibit 2** (the "***Sale Notice***"); (d) approving procedures (the "***Assumption and Assignment Procedures***") for the assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale Transaction(s) (collectively, the "***Assigned Contracts and Leases***"), and approving the form and manner of notice to each relevant non-Debtor counterparty (each, a "***Contract/Lease Counterparty***") to an executory contract or unexpired lease regarding the Debtors' proposed assumption and assignment of the Assigned Contracts and Leases, including notice of proposed amounts necessary to cure any defaults thereunder (the "***Cure Costs***"), substantially in the form attached hereto as **Exhibit 3** (the "***Assumption and Assignment Notice***"); and (e) granting related relief, all as more fully set forth in the Motion and the First Day Declaration; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, is otherwise fair and reasonable and in the best interests of the Debtors and their respective estates; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion; and after considering the Motion and all of the proceedings before the Court in connection with the Motion, it is HEREBY DETERMINED THAT:[3]

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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

1. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105, 363, and 365 of the Bankruptcy Code, rules 2002, 6004, 6006, 9007, 9008, and 9014 of the Bankruptcy Rules, and Local Rule 2002-1.

3. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the Bidding Procedures. The Bidding Procedures are fair, reasonable, and appropriate under the circumstances and designed to maximize the value of the proceeds of any Sale Transaction(s). The Bidding Procedures are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in all or part of the Assets.

4. Assumption and Assignment Procedures. The Debtors have articulated good and sufficient business reasons for the Court to find that the Assumption and Assignment Procedures, as set forth in the Motion, are fair, reasonable, and appropriate. The Assumption and Assignment Procedures provide an adequate opportunity for all Contract/Lease Counterparties to raise any objections to the proposed assumption and assignment of the Potential Assigned Contracts and Leases, including the proposed Cure Costs. The Assumption and Assignment Procedures comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

5. Notice. Good and sufficient notice of the relief sought in the Motion has been provided under the circumstances, and no other or further notice need be provided except as set

extent 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.

forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest, including those persons and entities entitled to notice pursuant to Bankruptcy Rule 2002.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted on a final basis to the extent set forth herein.

2. All objections to the relief granted in this order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.[4]

A. Important Dates and Deadlines

3. The schedule set forth below and all other dates and deadlines set forth in the Bidding Procedures are approved, subject to modification in accordance with the Bidding Procedures.

[4] Notwithstanding the foregoing, nothing herein shall constitute a ruling on 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, whether such Routers are in storage, placed in or removed from the Debtors' Equipment.

Date and Time	Event or Deadline
10 days after service of the Assumption and Assignment Notice	**Assumption and Assignment Objection Deadline.** Deadline by which parties must file any Assumption and Assignment Objection.
June 22, 2026 at 5:00 p.m. (prevailing Central Time)	**Bid Deadline**.
June 23, 2026 at 9:00 a.m. (prevailing Central Time)	**Auction (if any)**. The Auction will be held either (a) at the offices of Vinson & Elkins, LLP, 845 Texas Avenue, Suite 4700, Houston, TX 77002, (b) virtually, or (c) at such later date and time or other location, as selected by the Debtors in accordance with the Bidding Procedures.
June 24, 2026 at 5:00 p.m. (prevailing Central Time)	**Notice of Winning Bidder(s)**. The date by which the Debtors will file with the Court the notice identifying the Winning Bidder(s).
June 29, 2026 at 5:00 p.m. (prevailing Central Time)	**Sale Objection Deadline.** Deadline by which parties must file any Sale Objection.
July 2, 2026 at 9:00 a.m. (prevailing Central Time)	**Sale Hearing**.[5]

B. Bidding Procedures

4. The Bidding Procedures, substantially in the form attached hereto as **<u>Exhibit 1</u>**, are hereby approved in their entirety, are fully incorporated herein by reference, and shall govern the submission, receipt, and analysis of bids for, and the Auction and sale of, the Assets. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures.

5. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Bidding Procedures Order shall not diminish or otherwise

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

impair the effectiveness of such procedures, it being the Court's intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Bidding Procedures Order.

6. Any party desiring to submit a Bid for all or any of the Assets shall comply with the Bidding Procedures and this Bidding Procedures Order. All parties submitting Bids determined by the Debtors to be Qualified Bids in accordance with the Bidding Procedures are deemed to have submitted to the jurisdiction of this Court with respect to all matters related to the Auction and the terms and conditions of the sale or transfer of the subject Assets.

7. Subject to this Bidding Procedures Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, and in consultation with the Consultation Parties, shall have the right to, without limitation: (a) determine which bidders are Qualified Bidders; (b) determine which Bids are Qualified Bids; (c) determine which Qualified Bid is the highest or otherwise best offer; (d) designate the second highest or otherwise best Bid(s) as Back-Up Bid(s); each as it relates to the Auction; (e) reject any Bid that the Debtors, in consultation with the Consultation Parties, determine is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or this Bidding Procedures Order, or (iii) contrary to the best interests of the Debtors' estates and their creditors; (f) impose such other terms and conditions upon Qualified Bidders as the Debtors, in consultation with the Consultation Parties, determine to be in the best interests of the Debtors' estates; (g) adjourn and/or cancel the Auction and/or the Sale Hearing in open court without further notice; and (h) withdraw the Motion at any time with or without prejudice.

8. The Debtors shall have the right to, in their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, and in consultation with the

Consultation Parties, modify the Bidding Procedures, including to, among other things: (a) extend or waive deadlines or other terms and conditions set forth in the Bidding Procedures; (b) adopt new rules and procedures for conducting the bidding and Auction process; or (c) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets; *provided*, that such extensions, waivers, new rules and procedures, accommodations, and modifications do not conflict with and are not inconsistent with the Bankruptcy Code, or any order of the Court. Provided, however, the Debtors will not offer for sale the following: (i) any licenses, registrations, or permits authorizing Debtors under state law to operate as a money transmitter, or (ii) any information about the identity of persons which was obtained through transactions using the Debtors' Bitcoin ATM kiosks, without further order of the Court; *provided, however*, that the foregoing shall not prohibit the transfer of customer information that is associated with, relates to, or is necessary for the operations of Debtors' Kutt or ReadyBucks businesses, including information relating to customers who are both Bitcoin ATM customers and Kutt or ReadyBucks customers, to the extent such transfer is otherwise permitted by applicable law and the Debtors' applicable privacy policies, privacy notices or terms of service.

9. Nothing in this Bidding Procedures Order or the Bidding Procedures shall obligate the Debtors to consummate or pursue any transactions with respect to any Asset with a Qualified Bidder. If the Debtors determine not to conduct an Auction, then the Debtors shall file a notice with the Court of such determination within one business day of the making of such determination.

C. Auction

10. If more than one Qualified Bid with respect to the same Assets is timely received, the Debtors may conduct an Auction to determine the Winning Bidder with respect to such Assets.

11. If an Auction is held, such Auction shall be held on **June 23, 2026 at 9:00 a.m. (prevailing Central Time)** (a) at the offices of Vinson & Elkins, LLP, 845 Texas Avenue,

Suite 4700, Houston, TX 77002, (b) virtually, or (c) at such later date and time or other location, as selected by the Debtors in accordance with the Bidding Procedures. Any Auction held may be conducted via remote video or in-person at the Debtors' election. As set forth more fully in the Bidding Procedures, only Qualified Bidders will be eligible to participate in the Auction.

D. Form and Manner of Sale Notice

12. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is approved. As soon as reasonably practicable after entry of this Bidding Procedures Order, the Debtors will cause the Sale Notice to be served upon the parties set forth in the Motion, and posted on the Debtors' Case Website. No other or further notice of any proposed Sale Transaction(s) or Sale Hearing shall be required.

13. No later than one business day after selection of a Winning Bidder, or as soon as reasonably practicable thereafter, the Debtors will serve upon the parties set forth in the Motion timely and proper notice of the proposed Sale Transaction(s), including, without limitation: (a) the Winning Bidder(s); (b) the Back-Up Bidder(s), if applicable; (c) the key terms of the proposed Sale Transaction(s); (d) the Asset Purchase Agreement; and (e) the date, time, and place of the Sale Hearing. The Debtors will also provide counsel to the NAAG Client States (defined below) the location by state of each kiosk included in the proposed Sale Transactions and any contract or lease assumed and assigned relating to each kiosk.

E. Sale Hearing and Sale Objection Deadline

14. If the Debtors elect to proceed with one or more Sale Transaction(s) pursuant to a sale under section 363 of the Bankruptcy Code, the Debtors will seek entry of an order (a "***Sale Order***") authorizing and approving, among other things, the Sale Transaction(s) in which some or all of the Assets will be sold to the applicable Winning Bidder(s).

15. If any party fails to timely file with the Court and serve an objection according to the deadlines set forth in the table in Section A of this Bidding Procedures Order, such party shall be barred from asserting, at the Sale Hearing or otherwise, any objection to the relief requested in the Motion or to the consummation and performance of the Sale Transaction(s), including the transfer of all or any of the Assets to the Winning Bidder(s), free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" for the purposes of section 363(f) of the Bankruptcy Code.

16. The Sale Hearing will be held on **July 2, 2026 at 9:00 a.m. (prevailing Central Time)**, or at such other time as the Court may establish. The Sale Hearing may be adjourned by this Court or the Debtors from time to time without further notice than by announcement in open court or through the filing of a notice or other document on this Court's docket.

F. Assumption and Assignment Procedures

17. The Assumption and Assignment Procedures below are hereby approved and shall be the procedures by which the Debtors will notify Contract/Lease Counterparties to proposed Potential Assigned Contracts and Leases of proposed Cure Costs in the event the Debtors determine to assume and assign such Potential Assigned Contracts and Leases in connection with the sale of any of the Assets to one or more Winning Bidder(s). Nothing in this Bidding Procedures Order shall be deemed to limit the Debtors' ability to negotiate partial assumption and/or assumption and assignment of any of the Potential Assigned Contracts and Leases with Contract/Lease Counterparties on a consensual basis.

a. **<u>Assumption and Assignment Notice</u>**. As soon as reasonably practical after entry of the Bidding Procedures Order, the Debtors will file with the Court, cause to be published on the Case Website, and serve via electronic mail or overnight mail on each relevant Contract/Lease Counterparty the Assumption and Assignment Notice, which shall include as an exhibit a schedule (the "***Potential Assigned Contracts and Leases Schedule***"), that specifies each of the Debtors' executory contracts and unexpired leases that may be assumed and assigned in connection with a Sale Transaction, including the name of each relevant Contract/Lease Counterparty, and the respective Cure Costs, if any, relating to such executory contract or unexpired lease; *provided*, that, with respect to any Assumption and Assignment Notice served by overnight mail, the Debtors may, in lieu of attaching the Potential Assigned Contracts and Leases Schedule, include a statement directing the relevant Contract/Lease Counterparty to the Case Website to access the Potential Assigned Contracts and Leases Schedule at a specified docket entry number or advising that such Contract/Lease Counterparty may contact the Debtors' claims and noticing agent to request a physical copy of the Potential Assigned Contracts and Leases Schedule.[6] The Assumption and Assignment Notice will also (i) state that the Debtors are or may be seeking the sale, assumption, and assignment of the Potential Assigned Contracts and Leases; (ii) state that assumption or assignment of any Potential Assigned Contract or Lease is not guaranteed and is subject to designation by a Winning Bidder and Court approval; (iii) state the deadlines by which Contract/Lease Counterparties must file an Assumption and Assignment Objection (as defined below); and (iv) state the date, time, and location of the Sale Hearing.

b. **Assumption and Assignment Objections**. Any objections to the proposed assumption and assignment of any Potential Assigned Contract or Lease on any grounds, including without limitation, the amount of the proposed Cure Costs, if any, or the ability of a Winning Bidder to provide adequate assurance of future performance ("***Adequate Assurance***") (each, an "***Assumption and Assignment Objection***"), must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any order governing the administration of these Chapter 11 Cases; (iii) state with specificity the nature of the objection, including, if applicable, the cure amount alleged to be owed to the objecting Contract/Lease Counterparty or the adequate assurance alleged to be required, together with any applicable and appropriate documentation in support thereof; (iv) be filed with the Court no later than 10 days after service of the Assumption and Assignment Notice (the "***Assumption and Assignment Objection Deadline***"); and (v) be served on the Objection Notice Parties (as defined below).

c. **Objection Notice Parties**. Each Assumption and Assignment Objection must be filed with the Court and served on the following parties (the "Objection Notice Parties") so as to be received no later than the Assumption and Assignment Objection Deadline: (i) proposed counsel to the Debtors, Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman and 1114 Avenue of the Americas, 32nd Floor New York, New York 10036,

[6] Such reports may be made by email at BitcoinDepotInfo@ra.kroll.com or by telephone at (844)-339-4117 (Toll-Free U.S./Canada) or +1 (332)-232-7827 (International).

Attn: David S. Meyer and Jessica C. Peet; (ii) counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra; (iii) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; and (iv) counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases (the "***Committee***"), Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: James H. Burbage and Emma Karim.

d. **Resolution of Assumption and Assignment Objections**. If a Contract/Lease Counterparty timely files an Assumption and Assignment Objection and the Winning Bidder has designated that it wishes to take assignment of such contract or lease, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, then such Assumption and Assignment Objection will be resolved at the Sale Hearing, but such contract or lease shall be assumed and assigned only upon satisfactory resolution of the Assumption and Assignment Objection, to be determined in the Winning Bidder's discretion. If an Assumption and Assignment Objection is not satisfactorily resolved, the Winning Bidder may determine that such contract or lease should not be assigned in connection with the Winning Bidders' Sale Transaction(s), in which case the Winning Bidder will not be responsible for any Cure Costs or Adequate Assurance with respect to such executory contract or unexpired lease.

e. **Modification of Assigned Contracts and Leases Schedule**. At any time prior to the closing of any Sale Transaction: the Debtors may (i) supplement the Potential Assigned Contracts and Leases Schedule with executory contracts or unexpired leases inadvertently omitted therefrom; (ii) remove or add any Potential Assigned Contract or Lease from or to the list of executory contracts and unexpired leases ultimately selected as Potential Assigned Contracts and Leases that the Winning Bidder(s) proposes be assumed and assigned to it in connection with the Sale Transaction(s); and/or (iii) modify the proposed Cure Costs.

f. **Supplemental Assumption and Assignment Notice**. In the event that the Debtors exercise any of the rights reserved above, the Debtors will promptly file with the Court, cause to be published on the Case Website, and serve on each relevant Contract/Lease Counterparty a supplemental notice of assumption and assignment (the "***Supplemental Assumption and Assignment Notice***"). Each Supplemental Assumption and Assignment Notice will include the same information as would have been included in the Assumption and Assignment Notice.

g. **Supplemental Assumption and Assignment Objections**. A Contract/Lease Counterparty listed on a Supplemental Assumption and Assignment Notice may file an objection (a "***Supplemental Assumption and Assignment Objection***") on the same bases set forth above. All

Supplemental Assumption and Assignment Objections must comply with the requirements set forth above, and be filed with the Court and served on the Objection Notice Parties no later than the date that is the later of (i) the Assumption and Assignment Objection Deadline; or (ii) seven calendar days following the service of such Supplemental Assumption and Assignment Notice.

h. **Resolution of Supplemental Assumption and Assignment Objections**. If a Contract/Lease Counterparty timely files a Supplemental Assumption and Assignment Objection, the Winning Bidder(s) has designated that it intends to take assignment of such contract or lease, and the parties are unable to consensually resolve the dispute, then, to the extent the Sale Hearing has occurred, the Debtors shall seek an expedited hearing before the Court to resolve such objection, but such Potential Assigned Contract or Lease shall be assumed and assigned only upon satisfactory resolution of the Supplemental Assumption and Assignment Objection, to be determined in the Winning Bidder's discretion. If a Supplemental Assumption and Assignment Objection is not satisfactorily resolved, the Winning Bidder may determine that such contract or lease should not be assigned in connection with the Winning Bidder's Sale Transaction(s), in which case the Winning Bidder will not be responsible for any Cure Costs or Adequate Assurance with respect to such executory contract or unexpired lease.

i. **Failure to Timely File Assumption and Assignment Objections or Supplemental Assumption and Assignment Objections**. If a Contract/Lease Counterparty does not timely file an Assumption and Assignment Objection or Supplemental Assumption and Assignment Objection: (i) the Cure Costs, if any, set forth in the Assumption and Assignment Notice (or Supplemental Assumption and Assignment Notice) shall be controlling and binding upon the applicable Contract/Lease Counterparty for all purposes and will constitute a final determination of the Cure Cost required to be paid by the applicable Debtor in connection with the assumption and assignment thereof, notwithstanding anything to the contrary in any Potential Assigned Contract or Lease or any other document; (ii) the Contract/Lease Counterparty will be deemed to have consented to the assumption and assignment of the Potential Assigned Contract or Lease and the Cure Costs, if any; (iii) the Contract/Lease Counterparty will be forever barred and estopped from objecting to the assumption and assignment of such Potential Assigned Contract or Lease and rights thereunder, including any objection to the Cure Costs or the Adequate Assurance with respect to the applicable Potential Assigned Contract or Lease; and (iv) the Contract/Lease Counterparty will be forever barred and estopped from asserting or claiming against the applicable Debtor(s) or the applicable Winning Bidder that any other additional amounts are due or other defaults exist, that conditions to assignment must be satisfied, or that there is any other objection or defense to the assumption or assignment of the applicable Potential Assigned Contract or Lease.

j. **<u>Reservation of Rights</u>**. The inclusion of a Potential Assigned Contract or Lease on the Potential Assigned Contracts and Leases Schedule will not: (i) obligate the Debtors to assume any Potential Assigned Contract or Lease listed thereon or obligate the Winning Bidder to take assignment of such Potential Assigned Contract or Lease; or (ii) constitute any admission or agreement of the Debtors that such Potential Assigned Contract or Lease is an executory contract or unexpired lease. Only those Potential Assigned Contracts and Leases that are included on a schedule of assumed and assigned contracts and leases attached to the definitive sale agreement with the Winning Bidder (including amendments or modifications to such schedules in accordance with such agreement) will be assumed and assigned to the Winning Bidder.

G. Miscellaneous

18. All persons and entities that participate in the Auction or bidding for any Assets during the Sale Transaction(s) process shall be deemed to have knowingly and voluntarily (a) consented to the core jurisdiction of the Court to enter any order related to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order, (b) waived any right to a jury trial in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Order, and (c) consented to the entry of a final order or judgment in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Bidding Procedures Order, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Bidding Procedures Order in accordance with the Motion.

20. This Bidding Procedures Order shall be binding on the Debtors and their successors and assigns, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

21. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Bidding Procedures Order shall not diminish or impair the effectiveness or enforceability of such provision.

22. In the event of any inconsistency between this Bidding Procedures Order and the Motion and/or the Bidding Procedures, the Bidding Procedures shall govern in all respects.

23. Unless specifically provided herein, and notwithstanding any actions taken hereunder, nothing in the Motion or this Bidding Procedures Order shall constitute, nor is it intended to constitute: (a) an implication or admission as to the validity, priority, enforceability, or perfection of any claim, lien, security interest in, or other encumbrances against the Debtors and the property of their estates; (b) an impairment or waiver of the Debtors' or any other party in interest's rights to contest or dispute any such claim, lien, or interest; (c) a promise or requirement to pay any prepetition claim or interest; (d) an implication or admission that any particular claim or interest is of a type specified or defined in this Motion or any proposed order; (e) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (f) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

24. To the extent assets being sold are regulated by a state governmental unit the NAAG Client States[7] reserve their right to object to any order approving a sale that does not

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[7] The NAAG Client States currently include: The State of Alaska; The Arkansas Department of Commerce, State Securities Department; Office of the Attorney General for the District of Columbia; Office of the Attorney General for the State of Iowa; People of the State of Illinois through Attorney General Kwame Raoul; The State of Minnesota by its Attorney General Keith Ellison; Montana Commissioner of Securities and Insurance; The State of North Carolina; The State of Washington; and The State of Wisconsin. Additional states may seek to retain NAAG bankruptcy counsel as this case proceeds.

contain the following language, or substantially similar language, which language is designed to clarify that any purchaser must comply with state laws applicable to the purchased assets after their sale:[8]

> *Nothing in this order or the asset purchase agreement releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this order. Nothing in this order or the asset purchase agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this order or to adjudicate any defense asserted under this order."*

25. With respect to notice of this Bidding Procedures Order, including the exhibits hereto, the Debtors will, within three business days of the entry of this Bidding Procedures Order, send notice of the Bidding Procedures Order, including all exhibits hereto, to all customers of the Debtors by e-mail address available to Debtors and will keep confidential the names, addresses, e-mail, and any other information used for sending notice. Kroll will certify service to this group using a general description, not information identifying specific individuals.

26. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon entry of this Bidding Procedures Order.

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[8] For the avoidance of doubt the Debtors reserve all rights with regard to the inclusion of the language proposed by the NAAG Client States in this paragraph 24 in any order approving a sale of the Debtors' Assets.

27. The Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Bidding Procedures Order.

Signed: June 10, 2026

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge

EXHIBIT 1
Bidding Procedures

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)

BIDDING PROCEDURES

Overview

On May 17, 2026 (the "***Petition Date***"), Bitcoin Depot Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the "***Debtors***"), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***"). The Debtors' chapter 11 cases have been consolidated for procedural purposes under the lead case, Bitcoin Depot Inc., *et al*., Case No. 26–90528 (CML) (the "***Chapter 11 Cases***").

On May 22, 2026, Bitcoin Depot Inc., in its capacity as foreign representative, commenced an ancillary proceeding in Canada (the "***Canadian Proceedings***") on behalf of the Debtors' estates, including the estates of Debtors' Digital Gold Ventures Inc., BitAccess Inc., and Express Vending Inc. (collectively, the "***Canadian Debtors***"), under the *Companies' Creditors Arrangement Act* (the "***CCAA***") in the Ontario Superior Court of Justice (Commercial List) (the "***Canadian Court***") in order to, among other things, protect the Debtors' assets in Canada.

On [●], 2026, the Court entered an order [Docket No. [●]] (the "***Bidding Procedures Order***"),[2] which approved these procedures (the "***Bidding Procedures***") for the selection of the highest or otherwise best offer or collection of offers to acquire the Assets (as defined below) on the terms and conditions set forth herein. On [●], 2026, the Canadian Court issued an Order in the Canadian Proceedings, among other things, recognizing and enforcing the Bidding Procedures Order in Canada.

[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] Unless otherwise defined herein, capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Bidding Procedures Order.

Summary of Important Dates

These Bidding Procedures provide interested parties the opportunity to submit competing bids for all or any portion of the Assets and to participate in an auction to be conducted by the Debtors (the "***Auction***"), if necessary.

The key dates for the sale process are as follows. Such dates may be extended or otherwise modified by the Debtors, in consultation with the Consultation Parties (as defined below), by filing a notice of such extension or modification on the Court's docket.

Date and Time	Event or Deadline
10 days after service of the Assumption and Assignment Notice	**Assumption and Assignment Objection Deadline.** Deadline by which parties must file any Assumption and Assignment Objection.
June 22, 2026 at 5:00 p.m. (prevailing Central Time)	**Bid Deadline**.
June 23, 2026 at 9:00 a.m. (prevailing Central Time)	**Auction (if any)**. The Auction will be held either (a) at the offices of Vinson & Elkins, LLP, 845 Texas Avenue, Suite 4700, Houston, TX 77002, (b) virtually, or (c) at such later date and time or other location, as selected by the Debtors in accordance with the Bidding Procedures.
June 24, 2026 at 5:00 p.m. (prevailing Central Time)	**Notice of Winning Bidder(s)**. The date by which the Debtors will file with the Court the notice identifying the Winning Bidder(s).
June 29, 2026 at 5:00 p.m. (prevailing Central Time)	**Sale Objection Deadline.** Deadline by which parties must file any Sale Objection.
July 2, 2026 at 9:00 a.m. (prevailing Central Time)	**Sale Hearing**.[3]

Property to Be Sold

The Debtors seek to sell all or substantially all of their assets, referred to herein as the "***Assets***" and, each sale in furtherance of the same, a "***Sale Transaction***".

Prior to the Bid Deadline, the Debtors will identify any of the Assets that constitute collateral under that certain *Master Equipment Finance Agreement* dated as of June 29, 2021 by

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

and between VFS LLC ("***VFS***") and Lux Vending, LLC (the "***VFS Financing Agreement***" and such Assets, the "***VFS Assets***") and any Assets that constitute collateral under that certain *Master Equiment Lease* dated as of November 22, 2021 by and between NFS Leasing, Inc. ("***NFS***") and Lux Vending, LLC (the "***NFS Financing Agreement***" and such Assets, the "***NFS Assets***").

Due Diligence

The Debtors have posted copies of all material documents related to the Assets to the Debtors' confidential electronic data room (the "***Data Room***"). To access the Data Room, an interested party must submit to the Debtors or their advisors the following:

1. an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtors (unless such party is already a party to an existing confidentiality agreement with the Debtors that is acceptable to the Debtors for this due diligence process, in which case such agreement will govern); and

2. sufficient information, as reasonably determined by the Debtors, to allow the Debtors to determine that the interested party (a) has the financial wherewithal to consummate the applicable proposed Sale Transaction, and (b) intends to access the Data Room for a purpose consistent with these Bidding Procedures.

Each interested party that meets the above requirements to the satisfaction of the Debtors will be a "***Potential Bidder***." Notwithstanding the foregoing, the Term Loan Secured Parties, NFS, and VFS shall be deemed Potential Bidders. As soon as reasonably practicable, the Debtors will provide all Potential Bidders access to the Data Room; *provided that*, such access may be terminated by the Debtors in their sole discretion at any time, including if: (a) a Potential Bidder does not become a Qualified Bidder; (b) such Potential Bidder fails to comply with reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder to consummate the applicable proposed Sale Transaction; or (c) these Bidding Procedures are terminated.

Each Potential Bidder will comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder to consummate the applicable proposed Sale Transaction.

Until the Bid Deadline, the Debtors will provide any additional information requested by Potential Bidders that the Debtors believe to be reasonable and appropriate under the circumstances. All additional due diligence requests will be directed to the Debtors' advisors: (a) Portage Point Partners, LLC (tstudebaker@pppllc.com), (rwilliams@pppllc.com), and (fechevarria@pppllc.com); or (b) Hilco Corporate Finance, LLC, Hilco Commercial Industrial, LLC, Hilco Real Estate, LLC, and Hilco IP Services, LLC (collectively, "***Hilco***") (tstratton@hilcocf.com) and (dperess@hilcoglobal.com). Unless prohibited by law or otherwise determined by the Debtors, the availability of additional due diligence to a Potential Bidder will cease if: (a) the Potential Bidder does not become a Qualified Bidder; (b) such Potential Bidder fails to comply with reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder to consummate the applicable proposed Sale Transaction; or (c) these Bidding Procedures are terminated.

Neither the Debtors nor any of their representatives will be obligated to furnish any information of any kind whatsoever relating to the Assets: (a) to any person or entity who (i) is not a Potential Bidder; (ii) does not comply with the participation requirements set forth above; (iii) if sharing such information would jeopardize the Debtors' trade secrets; or (iv) in the case of competitively sensitive information, is a competitor of the Debtors (except pursuant to "clean team" or other information sharing procedures reasonably satisfactory to the Debtors); and (b) to the extent not permitted by law. The Committee's advisors shall have access to the Data Room and all due diligence made available to Potential Bidders, subject to confidentiality provisions set forth in the Committee by-laws. The Debtors shall provide counsel for the NAAG Client States with a copy of the Form APA (as defined below) when it is made available to Potential Bidders in the Data Room.

Bidding and Auction Process

Bid Deadline

In order to be eligible to be a purchaser, a Potential Bidder must submit a bid (a "***Bid***") on some or all of the Assets, such that electronic copies of the Bid are received no later than **June 22, 2026 at 5:00 p.m. (prevailing Central Time)** (the "***Bid Deadline***"); *provided*, that the Debtors may extend the Bid Deadline without further order of the Court subject to providing prior notice to all Potential Bidders, counsel to the Term Loan Agent, counsel to the NAAG Client States, and counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases (the "***Committee***"). Except as otherwise provided in these Bidding Procedures, the submission of a Bid by the Bid Deadline will constitute a binding and irrevocable offer to acquire the Asset(s) specified in such Bid. Any party that does not submit a Bid by the Bid Deadline will not be allowed to (a) submit any offer after the Bid Deadline, or (b) participate in the Auction (if any).

Bids must be submitted by email to the following:

Vinson & Elkins, LLP
dmeyer@velaw.com
jpeet@velaw.com
szoglman@velaw.com

Portage Point Partners, LLC
tstudebaker@ppllc.com
rwilliams@ppllc.com
fechevarria@ppllc.com

Hilco
tstratton@hilcocf.com
dperess@hilcoglobal.com

Form and Content of Qualified Bids

A Bid must contain a signed document from a Potential Bidder received by the Bid Deadline that identifies the purchaser by its legal name and any other party that will be participating in connection with the Bid. To constitute a "***Qualified Bid***," a Bid must include, at a minimum, the following:

1. Identity of Bidder. A Qualified Bid must fully disclose, the legal identity of each person or entity bidding or otherwise participating in connection with such Bid (including each equity holder or financial backer of the Potential Bidder if such Potential Bidder is an entity formed for the purpose of consummating the proposed transaction(s) contemplated by such Bid), and the complete terms of any such participation, and must also disclose any connections or agreements with the Debtors, any other known Potential Bidder, Consultation Party, or Qualified Bidder, and/or any insider, officer, or director of the foregoing. Under no circumstances will any undisclosed principals, equity holders, or financial backers be associated with any Bid.

2. Acquired Property. A Qualified Bid must clearly identify in writing that the Potential Bidder is bidding on all of the Assets, or, if the Potential Bidder is bidding on substantially all Assets or any portion of the Assets, which of the Assets the Potential Bidder is not including in its Bid.

3. Assumed Liabilities. A Qualified Bid must clearly identify the particular liabilities, if any, the Potential Bidder seeks to assume.

4. Purchase Price. A Qualified Bid must specify the price (the "***Purchase Price***") proposed to be paid for the Assets to be purchased. The Purchase Price associated with each Bid may include only cash and/or other consideration acceptable to the Debtors, in consultation with the Consultation Parties.

5. Form of Consideration. Each Bid must be made for cash.

6. Joint Bids. The Debtors will be authorized to approve joint Bids in their reasonable discretion on a case-by-case basis and in consultation with the Consultation Parties; *provided* that the Bid is otherwise in compliance with the Bidding Procedures and the Potential Bidders have adhered to the restrictions on communications between Potential Bidders, as set forth herein.

7. Deposit. A Bid must be accompanied by a good faith Deposit (as defined below).

8. Proposed Asset Purchase Agreement. A Bid must include, in both PDF and MS-WORD format, an executed purchase agreement (the "***Proposed Purchase Agreement***") marked against the form asset purchase agreement (the "***Form APA***") provided to Potential Bidders by the Debtors pursuant to which the Potential Bidder proposes to effectuate a Sale Transaction, including: (a) a redlined copy of the Proposed Purchase Agreement to show all changes requested by the Qualified Bid against the Form APA; (b) specification of the proposed Purchase Price allocation, if applicable; and (c) any requested changes to any exhibits or schedules to the Form APA.

9. Financial and Adequate Assurance Information. A Bid must contain financial and other information that allows the Debtors to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate the applicable Sale Transaction, including without limitation:

    a. financial and other information setting forth the Potential Bidder's willingness to perform under any contracts that are assumed and assigned to such party;

    b. current financial statements or similar financial information certified to be true and correct as of the date thereof;

    c. proof of financing commitments (if needed) to close the applicable Sale Transaction(s) (not subject to, in the Debtors' sole discretion, any unreasonable conditions);

    d. contact information for verification of such information, including any financing sources; and

    e. any other information reasonably requested by the Debtors necessary to demonstrate that the Potential Bidder has the ability to close the applicable Sale Transaction(s) in a timely manner.

10. No Financing or Diligence Outs. A Bid must not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of diligence, or on the receipt of any regulatory or third party approvals other than as explicitly set forth herein, but may be subject to the accuracy at closing of specified representations and warranties or the satisfaction at the closing of specified conditions.

11. Representations and Warranties. A Bid must include the following representations and warranties:

a. statement that the Potential Bidder had an opportunity to conduct all due diligence regarding the Assets to be purchased under such Bid prior to submitting the Bid,

b. statement that the Potential Bidder relied solely upon its own due diligence in making its Bid and that the Potential Bidder did not rely and will not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever (including by any of the Debtors or their advisors or other representatives or any other person) whether express, implied, by operation of law or otherwise, including regarding the completeness of any information provided in connection therewith or the Auction (if any),

c. statement that the Potential Bidder acknowledges that the Assets will be conveyed without recourse, "as is, where is, with all faults," with limited representations and warranties, and no indemnification or guarantees,

d. statement that the Potential Bidder agrees to serve as Back-Up Bidder if its Qualified Bid is selected as the second highest or otherwise best Qualified Bid after the Winning Bid with respect to any of the Assets,

e. statement that the Potential Bidder has not engaged in any collusion with respect to the submission of its Bid,

f. statement that all proof of financial ability to consummate the applicable Sale Transaction in a timely manner and all information provided to support adequate assurance of future performance is true and correct, and

g. statement that the Potential Bidder agrees to be bound by the terms of the Bidding Procedures.

12. Required Approvals

a. If applicable, a statement that the Potential Bidder has made or will make in a timely manner all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and pay any related fees.

b. If applicable, explanation or evidence of the Potential Bidder's plan and ability to obtain all governmental and regulatory approvals to operate or own the applicable Assets, including, an explanation from the Potential Bidder's legal counsel to the Debtors' legal counsel of such Potential Bidder's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Proposed Purchase Agreement.

c. Evidence that the Bid is reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Winning Bid, within a time frame acceptable to the Debtors in consultation with the Consultation Parties.

13. Authorization. A Bid must include evidence of corporate or other authorization with respect to the submission, execution, and delivery of the Bid, participation in the Auction, and closing the Sale Transaction(s) contemplated by the applicable Proposed Purchase Agreement.

14. Other Requirements.

    a. A Potential Bidder must agree to serve as a Back-Up Bidder if such bidder's Qualified Bid is selected as the second highest or otherwise best Bid after the Winning Bid with respect to the relevant Assets.

    b. A Bid must be binding, unconditional, and irrevocable until the first business day following the close of any Sale Transaction(s) with the Winning Bidder(s) or, if applicable, the Back-Up Bidder(s), for the applicable Assets.

    c. A statement that the Bid does not entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment or reimbursement, and a waiver of any substantial contribution administrative expense claims under section 503(b) of the Bankruptcy Code related to the bidding process.

    d. Provide contact information of the specific person(s) whom the Debtors or their advisors should contact in the event that the Debtors have any questions or wish to discuss the Bid submitted by the Potential Bidder.

    e. Written evidence of available cash, a commitment for financing (not subject to any conditions other than those expressly set forth in the Proposed Purchase Agreement), and such other evidence of ability to consummate the transaction contemplated by the Proposed Purchase Agreement, the Bidding Procedures Order, and the Bidding Procedures, as acceptable in the Debtors' business judgment, in consultation with the Consultation Parties.

    f. Covenant to cooperate with the Debtors to provide pertinent factual information regarding the Potential Bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements.

    g. Detailed analysis of the value of any non-cash component of the Bid, if any, and back-up documentation to support such value.

    h. To the extent a Potential Bidder's Bid includes VFS Assets and/or NFS Assets, a good-faith allocation of its Bid price as to the VFS Assets and/or NFS Assets.

15. Term Loan Credit Bid. Notwithstanding anything herein to the contrary, without any further action of any kind: (a) the Term Loan Secured Parties are, and will be deemed to be, Qualified Bidders with credit bid rights under and in connection with these Bidding

Procedures and may credit bid all or any portion of the outstanding debt owed in connection with the Assets which are Term Loan Collateral (as defined in the First Interim Cash Collateral Order [Docket No. 44]) up and through the Auction in accordance with and subject to 11 U.S.C. § 363(k), and (b) any credit bid made by the Term Loan Secured Parties on the Term Loan Collateral is, and will be deemed to be, a Qualified Bid in each instance and for all purposes under and in connection with the Bidding Procedures, *provided, however*, such credit bid rights shall be subject, in all respects, to the Debtors' and all other parties in interest's rights to assert a Challenge (as defined in the First Interim Cash Collateral Order) with respect to the Term Loan Liens and the Term Loan Debt (each as defined in the First Interim Cash Collateral Order) and otherwise object to the Term Loan Liens and Term Loan Debt.

16. <u>VFS and/or NFS Credit Bid(s)</u>. Notwithstanding anything herein to the contrary, but subject, in all respects, to the Debtors' and all other parties in interest's rights to object to or challenge the amount, validity, perfection, enforceability, priority, or extent of the liens and amount of the debt owed under the NFS Financing Agreement and VFS Financing Agreement, without any further action of any kind: (a) NFS and VFS are, and will be deemed to be, Qualified Bidders with credit bid rights under and in connection with these Bidding Procedures and may credit bid all or any portion of the outstanding debt owed in connection with the Assets which are NFS Assets and VFS Assets respectively up and through the Auction in accordance with 11 U.S.C. § 363(k), and (b) any credit bid made by NFS or VFS on the NFS Assets or VFS Assets respectively is, and will be deemed to be, a Qualified Bid in each instance and for all purposes under and in connection with the Bidding Procedures.

<u>Review of Bids; Designation of Qualified Bids</u>

The Debtors will evaluate all Bids that are timely submitted and may engage in negotiations with Potential Bidders who submitted Bids as the Debtors deem appropriate, in the exercise of their business judgment, based upon the Debtors' evaluation of each Bid.

The Debtors will determine, in their reasonable business judgment and in consultation with the Consultation Parties, which of the Bids received by the Bid Deadline qualify as Qualified Bids (each Potential Bidder that submits such a Qualified Bid being a "***Qualified Bidder***") and will notify each Qualified Bidder of its status as a Qualified Bidder as soon as commercially reasonable following the Bid Deadline. To the extent reasonably practicable, counsel to the Debtors will provide copies of the Bids received, or summaries of the material terms of each Qualified Bid, to the Consultation Parties at least one business day prior to the Auction.

Without the written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price or otherwise improve the terms of its Qualified Bid during the period that such Qualified Bid remains binding as specified herein; *provided*, that any Qualified Bid may be improved at the Auction as set forth in these Bidding Procedures. The Debtors reserve the right to work with any Potential Bidder in advance of the Auction to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid and to clarify or otherwise improve such Bid such that it may be designated a Qualified Bid.

In evaluating the Bids, the Debtors, in consultation with the Consultation Parties, may take into consideration the following non-binding and non-exclusive factors to determine whether such Bid is a Qualified Bid:

1. the assets and liabilities included in or excluded from the Bid, including any executory contracts or unexpired leases proposed to be assumed;

2. the value to be provided to the Debtors under the Bid, including the net economic effect upon the Debtors' estates;

3. any benefit to the Debtors' estates from any assumption or waiver of liabilities;

4. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing, termination provisions, availability of financing, financial wherewithal to meet all commitments, and required governmental or other approvals;

5. the impact on employees;

6. the impact on trade creditors; and

7. any other factors the Debtors may reasonably deem relevant, consistent with their fiduciary duties.

Deposit

A Bid must be accompanied by a good faith cash deposit in the amount of no less than ten percent (10%) of the Purchase Price (a "***Deposit***"), unless otherwise agreed to by the Debtors (in consultation with the Consultation Parties) and a Potential Bidder. A Deposit must be deposited prior to the Bid Deadline with an escrow agent selected by the Debtors (the "***Escrow Agent***") pursuant to an escrow agreement to be provided by the Debtors. To the extent a Qualified Bidder increases the Purchase Price before, during, or after the Auction, the Debtors reserve the right to require that such Qualified Bidder adjust its Deposit so that it equals ten percent (10%) of the increased Purchase Price.

Within ten business days after the Auction (if any), the Debtors will direct the Escrow Agent to return the Deposits of all bidders, together with interest accrued thereon (if any), other than the Deposits of the Winning Bidder(s) and Back-Up Bidder(s). Within five calendar days after the Back-Up Bid Expiration Date, the Debtors will direct the Escrow Agent to return the Deposit(s) of the Back-Up Bidder(s), together with interest accrued thereon (if any). Upon the authorized return of any such Deposits, the Bid associated therewith will be deemed revoked and no longer enforceable.

Each Winning Bidder's (or, if applicable, Back-Up Bidder's) Deposit (if any) will be applied against the portion of the Purchase Price of its Winning Bid (or, if applicable, Back-Up Bid) upon the consummation of the applicable Sale Transaction. In addition to the foregoing, the Deposit of any Qualified Bidder will be forfeited to the Debtors if: (a) the Qualified Bidder attempts to modify, amend, or withdraw its Qualified Bid, except as permitted herein or with the Debtors' prior written consent, during the time the Qualified Bid remains binding and irrevocable;

or (b) except as provided herein, the Qualified Bidder is selected as a Winning Bidder and fails to enter into the required definitive documentation or to consummate the applicable Sale Transaction in accordance with these Bidding Procedures.

Auction Procedures

If two or more Qualified Bids for the same Assets are received by the Bid Deadline, the Debtors may, in their business judgment and after consultation with the Consultation Parties, conduct an Auction with respect to such Assets to determine the highest or otherwise best Qualified Bid. If fewer than two Qualified Bids are received by the Bid Deadline with respect to any portion of the Assets, the Debtors shall not conduct the Auction with respect to such Assets. The Auction, if any, shall take place on **June 23, 2026 beginning at 9:00 a.m. (prevailing Central Time)**, or such other date as may be determined by the Debtors in consultation with the Consultation Parties either (i) at the offices of Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, TX 77002, (ii) virtually, or (iii) at such other location, as selected by the Debtors, in each case pursuant to procedures to be timely filed on the Court's docket in advance of the commencement of the Auction. The Auction will be conducted openly and will be transcribed or recorded. Only Qualified Bidders and their professionals will be eligible to attend and participate in the Auction. Professionals and/or other representatives of the Debtors, the Information Officer, and of any of the Consultation Parties will be permitted to attend and observe the Auction.

Each Qualified Bidder will be required to confirm, both before and after the Auction, that it has not engaged in any collusion with respect to the submission of any Bid, the bidding, or the Auction.

At the Auction, bidding for the Assets will start with the highest or otherwise best purchase price and/or terms received as determined by the Debtors, in consultation with the Consultation Parties, and bidding will proceed thereafter in minimum bid increments to be later determined (a "***Minimum Overbid Amount***"). The Debtors reserve the right to adapt and may increase or decrease the Minimum Overbid Amount at any time during the Auction in consultation with the Consultation Parties. Qualified Bidders may increase their bids at the Auction, including with cash, cash equivalents, or other forms of consideration.

The Debtors may, in the exercise of their business judgment, adopt rules for the Auction consistent with these Bidding Procedures and the Bidding Procedures Order that the Debtors, in consultation with the Consultation Parties, reasonably determine to be appropriate to promote a competitive auction. Any rules developed by the Debtors will provide that all Bids in the Auction will be made and received on an open basis, and all bidders participating in the Auction will be entitled to be present for all bidding with the understanding that the true identity of each bidder placing a Bid at the Auction will be fully disclosed to all other bidders participating in the Auction and that all material terms of each Qualified Bid submitted in response to any successive bids made at the Auction will be disclosed to all other bidders. Each Qualified Bidder will be permitted what the Debtors reasonably determine to be an appropriate amount of time to respond to the previous Bid at the Auction. The Auction will be conducted openly and will be transcribed or recorded.

The Debtors may, in the exercise of their business judgment and upon consultation with the Consultation Parties, identify the highest or otherwise best Qualified Bid(s) as the winning bid(s) (each a "***Winning Bid***" and, the bidder(s) submitting such Bid(s), each a "***Winning Bidder***"). The Debtors, in consultation with the Consultation Parties, may identify which Qualified Bid(s) constitute the second highest or otherwise best Qualified Bid(s) and deem such second or otherwise best Bid(s) as back-up bid(s) (each a "***Back-Up Bid***," and the bidder(s) submitting such Bid(s), each a "***Back-Up Bidder***"). Back-Up Bid(s) will remain open and irrevocable until the earliest to occur of: (a) the applicable "outside date" for consummation of the Sale Transaction(s) contemplated by the Winning Bid(s), (b) consummation of the Sale Transaction(s) with a Winning Bidder, and (c) release of such Back-Up Bid(s) by the Debtors in writing (such date, the "***Back-Up Bid Expiration Date***"). If a Sale Transaction with a Winning Bidder is terminated prior to the applicable Back-Up Bid Expiration Date, the applicable Back-Up Bidder with respect to the applicable Asset(s) will be deemed the Winning Bidder for such asset(s) and will be obligated to consummate the Back-Up Bid as if it were the Winning Bid for such asset(s).

Within one business day after the Auction, (a) the Winning Bidder(s) will submit to the Debtors fully executed documentation memorializing the terms of the Winning Bid(s) and (b) the Back-Up Bidder(s) will submit to the Debtors execution versions of the documentation memorializing the terms of the Back-Up Bid(s). Neither a Winning Bid nor a Back-Up Bid may be assigned to any party without the consent of the Debtors, in consultation with the Consultation Parties.

At any time before entry of an order approving any Sale Transaction, the Debtors reserve the right to and may reject a Qualified Bid if such Qualified Bid, in the Debtors' judgment (and in consultation with the Consultation Parties), is: (a) inadequate or insufficient; (b) not in conformity with the requirements of the Bankruptcy Code, the CCAA (if applicable), these Bidding Procedures, or the terms and conditions of the applicable Sale Transaction; or (c) contrary to the best interests of the Debtors and their estates.

Selection of Winning Bid(s) and Back-Up Bid(s)

No later than one business day following the selection of one or more Winning Bidder(s), the Debtors will file with the Court and post on the website of the Debtors' claims and noticing agent a notice of the Winning Bid(s), Winning Bidder(s), Back-Up Bid(s), and Back-Up Bidder(s), as applicable. The Debtors will not consider any Bids submitted after the conclusion of the Auction unless they determine in good faith, after consulting with the Consultation Parties, that their fiduciary duties require otherwise.

Consultation Parties

The term "***Consultation Parties***" as used in these Bidding Procedures means: (a) the advisors to the Committee or any other statutory committee appointed in these Chapter 11 Cases, (b) counsel to the NAAG Client States, (c) the Term Loan Secured Parties, (d) NFS, (e) VFS, and (f) any other party that the Debtors, in consultation with the Committee deem appropriate; *provided that*, to the extent any Consultation Party submits a Bid for any Assets, such party's consultation rights shall terminate. For the avoidance of doubt, the Term Loan Secured Parties, NFS, and VFS shall remain Consultation Parties and retain all rights appurtenant thereto unless and until the Term Loan Secured Parties, NFS, or VFS submit a credit bid, at which time such party's consultation rights will terminate. The Debtors will only be required to reasonably consult with any Consultation Party, and any such Consultation Party will not have any consent rights with respect to these Bidding Procedures.

Notices Regarding Assumption and Assignment

The Debtors will provide all notices regarding the proposed assumption and assignment of contracts and leases in accordance with the Assumption and Assignment Procedures included in the Bidding Procedures Order.

Sale Hearing

The Debtors will seek entry of an order authorizing and approving, among other things, the applicable Sale Transaction(s) at a hearing before the Court to be held on **July 2, 2026 at 9:00 a.m. (prevailing Central Time)** (the "***Sale Hearing***"). The Sale Hearing may be adjourned or continued to a later date by the Debtors, in consultation with the Consultation Parties, by sending notice prior to or making an announcement at the Sale Hearing. No further notice of any such adjournment or continuance will be required to be provided to any party.

The Debtors may elect to seek approval of a Sale Transaction in advance of the Sale Hearing. To the extent the Debtors determine to do so, notice will be provided for alternative hearing dates and related timelines.

Each Winning Bidder will appear at the Sale Hearing and be prepared to have a representative testify in support of its Winning Bid and the Winning Bidder's ability to close in a timely manner and provide adequate assurance of its future performance under all executory contracts and unexpired leases to be assumed and assigned as part of the applicable Sale Transaction.

Objections to any Sale Transactions, including any objection to (a) the sale of the Assets free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code, (b) any objection with respect to the conduct of the Auction and/or the Winning Bidder or Back-Up Bidder, or (c) entry of the Sale Order (each such objection, a "***Sale Objection***"), must: (i) be in writing; (ii) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (iii) state with particularity the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; (iv) conform to the Bankruptcy Code, Bankruptcy Rules, and Local Rules; and (v) be filed with the Court and be served on the Objection Notice Parties (as defined in the Sale Notice) by the Sale Objection Deadline; *provided*, that the Debtors may extend such Sale Objection Deadline, as the Debtors deem appropriate in the exercise of their reasonable business judgment. If a timely Sale Objection cannot otherwise be resolved by the parties, such objection will be heard by the Court at the applicable sale hearing (which may be the Sale Hearing).

Any party who fails to file a Sale Objection with the Court and serve it on the Objection Notice Parties by the Sale Objection Deadline will be forever barred from asserting, at the Sale Hearing or thereafter, any objection to the consummation of the applicable Sale Transaction and any related relief requested by the Debtors.

If applicable, Bitcoin Depot Inc., in its capacity as foreign representative, shall also seek issuance of a Canadian Sale Order by the Canadian Court in the Canadian Proceedings as soon as reasonably practicable following the entry of the applicable Sale Order by the Court.

Consent to Authority as a Condition to Bidding

All Potential Bidders that participate in the bidding process will be deemed to have: (a) consented to the core jurisdiction of the Court with respect to these Bidding Procedures, the bid process, the Auction, any Sale Transaction, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to a Sale Transaction; (b) waived any right to a jury trial in connection with any disputes relating to any of the foregoing; and (c) consented to the entry of a final order or judgment in any way related to any of the foregoing if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

Reservation of Rights

The Debtors reserve the right to, in their reasonable business judgment in order to facilitate a value-maximizing sale of the Assets, and in consultation with the Consultation Parties, in a manner consistent with their fiduciary duties, applicable law, and the Local Rules and Procedures for Complex Cases in the Southern District of Texas: (a) modify these Bidding Procedures; (b) waive terms and conditions set forth herein with respect to all Potential Bidders; (c) extend the deadlines set forth herein; and (d) announce at the Auction the modified or additional procedures for conducting the Auction. If a Consultation Party or the U.S. Trustee determines in good faith that any modification to these Bidding Procedures or the Bidding Procedures Order, or any adoption of new rules, procedures, or deadlines, would not be consistent with the Bankruptcy Code or any other order of the Court, such Consultation Party or U.S. Trustee may file an objection with the Court, and no such modification or adoption shall become effective until such objection is resolved. The Debtors shall provide notice in writing of any modification to these Bidding Procedures to counsel to the Committee. Nothing in these Bidding Procedures will obligate the Debtors to consummate or pursue any transaction with respect to any Asset with a Qualified Bidder. Provided, however, the Debtors will not offer for sale the following: (i) any licenses, registrations, or permits authorizing Debtors under state law to operate as a money transmitter, or (ii) any information about the identity of persons which was obtained through transactions using the Debtors' Bitcoin ATM kiosks, without further order of the Court; *provided, however*, that the foregoing shall not prohibit the transfer of customer information that is associated with, relates to, or is necessary for the operations of Debtors' Kutt or ReadyBucks businesses, including information relating to customers who are both Bitcoin ATM customers and Kutt or ReadyBucks customers, to the extent such transfer is otherwise permitted by applicable law and the Debtors' applicable privacy policies, privacy notices or terms of service.

Fiduciary Out

Nothing in these Bidding Procedures will require the board of directors of the Debtors (or, as applicable, the Special Committee thereof) to take any action, or to refrain from taking any action, with respect to the Bidding Procedures, to the extent such board of directors (or, as applicable, Special Committee) or such similar governing body determines in good faith, after consultation with counsel, that taking such action, or refraining from taking such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

EXHIBIT 2

Sale Notice

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 SALE, BIDDING PROCEDURES, AUCTION, AND SALE HEARING

PLEASE TAKE NOTICE that, on [●], 2026, the above-captioned debtors and debtors in possession (collectively, the "***Debtors***") filed the *Emergency Motion of Debtors for Entry of Orders (A) Approving (I) Bidding Procedures, (II) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (III) Assumption and Assignment Procedures; (B) Scheduling Auction, Sale Hearing, and Related Deadlines; (C) Approving (I) Sale Of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, and (II) Assumption and Assignment of Executory Contracts and Unexpired Leases; and (D) Granting Related Relief* [Docket No. [●]] (the "***Bidding Procedures Motion***").

PLEASE TAKE FURTHER NOTICE that, on [●], 2026, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered that certain order [Docket No. [●]] (the "***Bidding Procedures Order***")[2] approving, among other things, the Bidding Procedures, which establishes the key dates and times related to the sale of all or substantially all of the Debtors' assets (collectively, the "***Assets***"), including an Auction (if necessary) and a Sale Hearing. The Assets to be sold may include certain customer information (e.g. email addresses) associated with the Debtors' Kutt or ReadyBucks businesses. On [●], 2026, the Ontario Superior Court of Justice (Commercial List) (the "***Canadian Court***") issued an Order, among other things, recognizing and enforcing the Bidding Procedures Order in Canada. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures in their entirety.[3]

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[1] The Debtors in these Chapter 11 Cases (as defined herein) and the last four digits of their respective federal tax identification numbers (if applicable) may be obtained on the website of the Debtors' 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 not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order.

[3] To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms in the Bidding Procedures shall control in all respects.

Copies of the Bidding Procedures Order, the Bidding Procedures, and any other related documents are available upon visiting the Debtors' restructuring website at https://restructuring.ra.kroll.com/bitcoindepot.

Important Dates and Deadlines

- **Bid Deadline**. Any person or entity interested in bidding on any of the Assets must submit a Qualified Bid on or before **June 22, 2026 at 5:00 p.m. (prevailing Central Time)** (the "***Bid Deadline***").

- **Auction**. If the Debtors receive more than one Qualified Bid for any of the Assets, the Debtors will conduct the Auction, which has been scheduled for **June 23, 2026 at 9:00 a.m. (prevailing Central Time)** either (a) the offices of Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, (b) virtually, or (c) at such later date and time and such other location as selected by the Debtors in accordance with the Bidding Procedures.

- **Sale Objection Deadline**: June 29, 2026 at 5:00 p.m. (prevailing Central Time) as the deadline to object to the Bidding Procedures Motion and any Sale Transactions (the "***Sale Objection Deadline***").

- **Sale Hearing**. A hearing to approve and authorize the sale of any of the Assets to one or more Winning Bidders will be held before the Court on or before **July 2, 2026 at 9:00 a.m. (prevailing Central Time)** or such other date as determined by the Court.[4]

Filing Objections

Sale Objections, if any, must: (a) be in writing; (b) state, with specificity, the legal and factual bases thereof; (c) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules; (d) be filed with the Court by no later than the Sale Objection Deadline; and (e) be served on: (i) proposed counsel to the Debtors, Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman and 1114 Avenue of the Americas, 32nd Floor New York, New York 10036, Attn: David S. Meyer and Jessica C. Peet; (ii) counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra; (iii) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; and (iv) counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: James H. Burbage and Emma Karim, (collectively, the "***Objection Notice Parties***").

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

The Bidding Procedures set forth the requirements for becoming a Qualified Bidder and submitting a Qualified Bid, and any party interested in making an offer to purchase the Assets must comply with the Bidding Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bidding Procedures.

Any party interested in submitting a Qualified Bid should contact the Debtors' advisors: (a) Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman (pheath@velaw.com; szoglman@velaw.com) and 1114 Avenue of the Americas, 32nd Floor New York, New York 10036, Attn: David S. Meyer and Jessica C. Peet (dmeyer@velaw.com; jpeet@velaw.com), (b) Portage Point Partners, LLC, 300 North LaSalle, Suite 1420 Chicago, IL 60654, Attn: Thomas Studebaker, Ryan Williams, and Francisco Echevarria (tstudebaker@pppllc.com; rwilliams@pppllc.com; fechevarria@pppllc.com), or (c) Hilco Corporate Finance, LLC, Hilco Commercial Industrial, LLC, Hilco Real Estate, LLC, and Hilco IP Services, LLC (collectively, "***Hilco***") (tstratton@hilcocf.com) and (dperess@hilcoglobal.com).

Reservation of Rights

The Debtors reserve the right to, in their reasonable business judgment in order to facilitate a value-maximizing sale of the Assets, and in consultation with the Consultation Parties, in a manner consistent with their fiduciary duties, applicable law, and the Local Rules and Procedures for Complex Cases in the Southern District of Texas: (a) modify the Bidding Procedures; (b) waive terms and conditions set forth therein with respect to all Potential Bidders; (c) extend the deadlines set forth therein; and (d) announce at the Auction the modified or additional procedures for conducting the Auction. If a Consultation Party or the U.S. Trustee determines in good faith that any modification to the Bidding Procedures or the Bidding Procedures Order, or any adoption of new rules, procedures, or deadlines, would not be consistent with the Bankruptcy Code or any other order of the Court, such Consultation Party or U.S. Trustee may file an objection with the Court, and no such modification or adoption shall become effective until such objection is resolved. The Debtors shall provide notice in writing of any modification to the Bidding Procedures to counsel to the Committee. Nothing in the Bidding Procedures will obligate the Debtors to consummate or pursue any transaction with respect to any Asset with a Qualified Bidder. Provided, however, the Debtors will not offer for sale the following: (i) any licenses, registrations, or permits authorizing Debtors under state law to operate as a money transmitter, or (ii) any information about the identity of persons which was obtained through transactions using the Debtors' Bitcoin ATM kiosks, without further order of the Court; *provided, however*, that the foregoing shall not prohibit the transfer of customer information that is associated with, relates to, or is necessary for the operations of Debtors' Kutt or ReadyBucks businesses, including information relating to customers who are both Bitcoin ATM customers and Kutt or ReadyBucks customers, to the extent such transfer is otherwise permitted by applicable law and the Debtors' applicable privacy policies, privacy notices or terms of service.

FAILURE TO ABIDE BY THE BIDDING PROCEDURES, THE BIDDING PROCEDURES ORDER, OR ANY OTHER ORDER OF THE COURT IN THESE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID.

FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER BY THE SALE OBJECTION DEADLINE WILL FOREVER BAR SUCH PERSON OR ENTITY FROM ASSERTING ANY OBJECTION TO THE MOTION, THE ORDER APPROVING THE SALE TRANSACTION, THE PROPOSED SALE TRANSACTION, OR ANY OTHER AGREEMENT EXECUTED BY THE DEBTORS AND A WINNING BIDDER AT THE AUCTION.

Dated: [___], 2026

Houston, Texas

/s/ [Draft]

VINSON & ELKINS LLP
Paul E. Heath (TX 09355050)
Sara Zoglman (TX 24121600)
845 Texas Avenue, Suite 4700
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-and-

David S. Meyer (admitted *pro hac vice*)
Jessica C. Peet (admitted *pro hac vice*)
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jpeet@velaw.com

Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 3

Assumption and Assignment Notice

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 PROPOSED ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS

PLEASE TAKE NOTE OF THE FOLLOWING DEADLINES:

Assumption and Assignment Objection Deadline: On or before 10 days after service of the Assumption and Assignment Notice, or such deadline set forth in the applicable Assumption and Assignment Notice.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On [●], 2026, the above-captioned debtors and debtors in possession (collectively, the "***Debtors***") filed the *Emergency Motion of Debtors for Entry of Orders (A) Approving (I) Bidding Procedures, (II) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (III) Assumption and Assignment Procedures; (B) Scheduling Auction, Sale Hearing, and Related Deadlines; (C) Approving (I) Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and other Interests, and (II) Assumption and Assignment of Executory Contracts and Unexpired Leases; and (D) Granting Related Relief* [Docket No. [●]] (the "***Bidding Procedures Motion***").

2. On [●], 2026, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered that certain order [Docket No. [●]] (the "***Bidding Procedures Order***") approving, among other things, the Bidding Procedures, which establish the key dates and times related to the sale of all or substantially all of the Debtors' assets (collectively, the "***Assets***"), and the Assumption and Assignment Procedures to facilitate the fair and orderly assumption or

[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.

assumption and assignment of certain executory contracts (the "***Contracts***") or unexpired leases (the "***Leases***") of the Debtors.[2]

3. Pursuant to the Bidding Procedures Order, the Debtors hereby provide notice (this "***Cure Notice***") that they may seek to assume and assign to a Winning Bidder the Contracts or Leases listed on **<u>Exhibit A</u>** attached hereto (each, a "***Potential Assigned Contract or Lease***").

4. **You are receiving this Cure Notice because you may be a counterparty to a Potential Assigned Contract or Lease (a "*Contract/ Lease Counterparty*") that may be proposed to be assumed and assigned to a Winning Bidder in connection with a Sale Transaction.**

5. If the Debtors assume and assign to a Winning Bidder a Potential Assigned Contract or Lease to which you are a party, on the closing date of the Sale Transaction, or as soon thereafter as practicable, you will be paid the amount the Debtors' records reflect is owing for **pre-bankruptcy filing arrearages** as set forth on **<u>Exhibit A</u>** (the "***Cure Cost***"). The Debtors' records reflect that all postpetition amounts owing under your Potential Assigned Contract or Lease have been or will be paid and will continue to be paid in the ordinary course until the assumption and assignment of the Potential Assigned Contract or Lease, and that other than the Cure Cost, there are no other defaults under the Potential Assigned Contract or Lease.

6. The Debtors' inclusion of a Potential Assigned Contract or Lease on **<u>Exhibit A</u>** does not: (a) obligate the Debtors to assume any Potential Assigned Contract or Lease listed thereon or obligate a Winning Bidder to take assignment of such Potential Assigned Contract or Lease, or (b) constitute any admission or agreement of the Debtors that such Potential Assigned Contract or Lease is an executory contract or unexpired lease. Only those Potential Assigned Contracts and Leases that are included on a schedule of assumed and assigned Contracts and Leases attached to the definitive sale agreement with any Winning Bidder (including amendments or modifications to such schedules in accordance with such agreement) will be assumed and assigned to the Winning Bidder.

7. Notwithstanding anything to the contrary herein, the proposed assumption and assignment of each Potential Assigned Contract or Lease listed on **<u>Exhibit A</u>** hereto will be subject to the Debtors' or any Winning Bidder(s)'s right to conduct further confirmatory diligence with respect to the Cure Cost of each Potential Assigned Contract or Lease and to modify such Cure Cost accordingly. In the event that the Debtors or any Winning Bidder(s) determine that your Cure Cost should be modified, you will receive a notice pursuant to the Assumption and Assignment Procedures below, which will provide for additional time for you to object to such modification.

A. Assumption and Assignment Procedures

8. These Assumption and Assignment Procedures set forth below regarding the assumption and assignment of the Potential Assigned Contracts and Leases proposed to be assumed by the Debtors and assigned to the Winning Bidder(s) in connection with one or more

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Bidding Procedures Order.

Sale Transactions will govern the assumption and assignment of all of the Potential Assigned Contracts and Leases, subject to the payment of any Cure Costs:

(a) **Assumption and Assignment Objections.** Any objections to the proposed assumption and assignment of any Potential Assigned Contract or Lease on any grounds, including without limitation, the amount of the proposed Cure Costs, if any, or the ability of a Winning Bidder to provide adequate assurance of future performance ("***Adequate Assurance***") (each, an "***Assumption and Assignment Objection***"), must: (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any order governing the administration of these Chapter 11 Cases; (c) state with specificity the nature of the objection, including, if applicable, the cure amount alleged to be owed to the objecting Contract/Lease Counterparty or the adequate assurance alleged to be required, together with any applicable and appropriate documentation in support thereof; (d) be filed with the Court no later than 10 days after service of the Assumption and Assignment Notice (the "***Assumption and Assignment Objection Deadline***"); and (e) be served on the Objection Notice Parties (as defined below).

(b) **Objection Notice Parties**. Each Assumption and Assignment Objection must be filed with the Court and served on the following parties (the "***Objection Notice Parties***") so as to be received no later than the Assumption and Assignment Objection Deadline: (i) proposed counsel to the Debtors, Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath and Sara Zoglman and 1114 Avenue of the Americas, 32nd Floor New York, New York 10036, Attn: David S. Meyer and Jessica C. Peet; (ii) counsel to the Term Loan Agent, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: James Vincequerra; (iii) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Andrew Jimenez and Ha Nguyen; and (iv) counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: James H. Burbage and Emma Karim.

(c) **Resolution of Assumption and Assignment Objections**. If a Contract/Lease Counterparty timely files an Assumption and Assignment Objection and the Winning Bidder has designated that it wishes to take assignment of such contract or lease, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, then such Assumption and Assignment Objection will be resolved at the Sale Hearing, but such contract or lease shall be assumed and assigned only upon satisfactory resolution of the Assumption and Assignment Objection, to be determined in the Winning Bidder's discretion. If an Assumption and Assignment Objection is not satisfactorily resolved, the Winning Bidder may determine that such contract or lease should not be assigned in connection with the Winning Bidders' Sale Transaction(s), in which case the Winning Bidder will not be responsible for any Cure Costs or Adequate Assurance with respect to such executory contract or unexpired lease.

(d) **Modification of Assigned Contracts and Leases Schedule.** At any time prior to the closing of any Sale Transaction, the Debtors may: (a) supplement the Potential Assigned Contracts and Leases Schedule with executory contracts or unexpired leases inadvertently omitted therefrom; (b) remove or add any Potential Assigned Contract or Lease from or to the list of executory contracts and unexpired leases ultimately selected as Potential Assigned Contracts and Leases that the Winning Bidder(s) proposes be assumed and assigned to it in connection with the Sale Transaction(s); and/or (c) modify the proposed Cure Costs.

(e) **Supplemental Assumption and Assignment Notice.** In the event that the Debtors exercise any of the rights reserved above, the Debtors will promptly file with the Court, cause to be published on the Case Website, and serve on each relevant Contract/Lease Counterparty a supplemental notice of assumption and assignment (the "***Supplemental Assumption and Assignment Notice***"). Each Supplemental Assumption and Assignment Notice will include the same information as would have been included in this notice.

(f) **Supplemental Assumption and Assignment Objections**. A Contract/Lease Counterparty listed on a Supplemental Assumption and Assignment Notice may file an objection (a "***Supplemental Assumption and Assignment Objection***") on the same bases set forth above. All Supplemental Assumption and Assignment Objections must comply with the requirements set forth above, and be filed with the Court and served on the Objection Notice Parties no later than the date that is the later of (a) the Assumption and Assignment Objection Deadline, or (b) seven calendar days following the service of such Supplemental Assumption and Assignment Notice.

(g) **Resolution of Supplemental Assumption and Assignment Objections**. If a Contract/Lease Counterparty timely files a Supplemental Assumption and Assignment Objection, the Winning Bidder(s) has designated that it intends to take assignment of such contract or lease, and the parties are unable to consensually resolve the dispute, then, to the extent the Sale Hearing has occurred, the Debtors shall seek an expedited hearing before the Court to resolve such objection, but such Potential Assigned Contract or Lease shall be assumed and assigned only upon satisfactory resolution of the Supplemental Assumption and Assignment Objection, to be determined in the Winning Bidder's discretion. If a Supplemental Assumption and Assignment Objection is not satisfactorily resolved, the Winning Bidder may determine that such contract or lease should not be assigned in connection with the Winning Bidders' Sale Transaction(s), in which case the Winning Bidder will not be responsible for any Cure Costs or Adequate Assurance with respect to such executory contract or unexpired lease.

(h) **Failure to Timely File Assumption and Assignment Objections or Supplemental Assumption and Assignment Objections**. If a Contract/Lease Counterparty does not timely file an Assumption and Assignment Objection or Supplemental Assumption and Assignment Objection: (i) the Cure Costs, if any, set forth in the Assumption and Assignment Notice (or Supplemental Assumption and Assignment Notice) shall be controlling and binding upon the applicable Contract/Lease Counterparty for all purposes and will constitute a final determination of the Cure Cost required to be paid by the applicable Debtor in connection with the assumption and assignment thereof, notwithstanding anything to the contrary in any Potential Assigned Contract or Lease or any other document; (ii) the Contract/Lease Counterparty will be deemed to have consented to the assumption and assignment of the Potential Assigned Contract or Lease and the Cure Costs, if any; (iii) the Contract/Lease Counterparty will be forever barred and estopped from objecting to the assumption and assignment of such Potential Assigned Contract or Lease and rights thereunder, including any objection to the Cure Costs or the Adequate Assurance with respect to the applicable Potential Assigned Contract or Lease; and (iv) the Contract/Lease Counterparty will be forever barred and estopped from asserting or claiming against the applicable Debtor(s) or the applicable Winning Bidder that any other additional amounts are due or other defaults exist, that conditions to assignment must be satisfied, or that there is any other objection or defense to the assumption or assignment of the applicable Potential Assigned Contract or Lease.

II. Additional Information

9. Unless otherwise provided in the Sale Order, the Debtors will have no liability or obligation with respect to defaults relating to the Potential Assigned Contracts and Leases arising, accruing, or relating to a period on or after the effective date of assignment of such Potential Assigned Contract or Lease.

10. Copies of the Bidding Procedures Motion, the Bidding Procedures Order, the Bidding Procedures, and the Sale Notice may be obtained free of charge at the website https://restructuring.ra.kroll.com/bitcoindepot dedicated to the Debtors' Chapter 11 Cases maintained by their claims and noticing agent and administrative advisor, Kroll Restructuring Administration LLC.

[Remainder of page intentionally left blank]

Dated: [___], 2026

Houston, Texas

/s/ [Draft]

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