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

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

**DEBTORS' APPLICATION FOR AN ORDER
AUTHORIZING THE EMPLOYMENT OF SHANNON
LEE BEATTY LLP AS LOCAL AND CONFLICTS COUNSEL FOR
THE INVESTIGATION SUBCOMMITTEE OF THE RESTRUCTURING
COMMITTEE OF BITCOIN DEPOT INC. EFFECTIVE AS OF JUNE 1, 2026**

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE ELECTRONICALLY AT HTTPS://ECF.TXSB.USCOURTS.GOV/ WITHIN TWENTY-ONE DAYS FROM THE DATE THIS APPLICATION WAS FILED. IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK WITHIN TWENTY-ONE DAYS FROM THE DATE THIS APPLICATION WAS FILED. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "***Debtors***") hereby file this application (the "***Application***") seeking an order, substantially in the form of the proposed order attached hereto (the "***Proposed Order***"), authorizing the Debtors to employ Shannon Lee Beatty LLP ("***SLB***") as local and conflicts counsel for the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. effective as of June 1, 2026 pursuant to the engagement letter attached hereto as **Exhibit A** (the "***Engagement Letter***"). In

[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.

support of this Application, the Debtors submit the declaration of Sean T. Wilson attached hereto as **Exhibit B** (the "***Wilson Declaration***") and the declaration of Ivona Smith attached hereto as **Exhibit C** (the "***Smith Declaration***") and respectfully represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Southern District of Texas, Houston Division (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). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 327(a), 329(a), 330, 331, and 1107 of title 11 of the United States Code (the "***Bankruptcy Code***"), Bankruptcy Rules 2014 and 2016 and Rule 2014-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "***Local Rules***"), and the Procedures for Complex Cases in the Southern District of Texas (the "***Complex Case Procedures***").

BACKGROUND

4. Bitcoin Depot Inc. and its Debtor and non-Debtor subsidiaries (collectively, the "***Company***") owned and operated the largest network of Bitcoin kiosks across North America, providing users with a simple, efficient, and intuitive means of converting cash into Bitcoin. The Company operated a portfolio of approximately 9,700 kiosks deployed in retailer locations throughout the United States, Canada, and Australia, and also offers BDCheckout, a product

accepted at approximately 16,300 retail locations that enables users to load cash into their accounts at the checkout counter and then use those funds to purchase Bitcoin. The Company is headquartered in Sandy Springs, Georgia, with additional corporate offices in Ottawa, Ontario, Canada.

5. On May 17, 2026 (the "***Petition Date***"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "***Chapter 11 Cases***"). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no request for the appointment of a trustee or examiner has been made. On May 28, 2026, the United States Trustee for the Southern District of Texas (the "***U.S. Trustee***") appointed an official committee of unsecured creditors for these Chapter 11 Cases (the "***Creditors Committee***").[2]

6. As discussed in the *Declaration of Thomas Studebaker in Support of the Chapter 11 Petitions and First Day Motions* (the "***First Day Declaration***"),[3] prior to the Petition Date, the board of directors of Bitcoin Depot, Inc. (the "***Board***") authorized the formation of a disinterested special committee of the Board (the "***Restructuring Committee***"), consisting of Mr. Alex Holmes and Ms. Ivona Smith.

7. The Board further authorized the creation of an investigation subcommittee (the "***Investigation Subcommittee***"), a subcommittee of the Restructuring Committee, comprised solely of Ms. Smith. The Investigation Subcommittee was vested with the authority to investigate, evaluate, and advise the Board regarding any potential claims, causes of action, or other estate assets that may exist for the benefit of the Debtors and their stakeholders, including, without

[2] Docket No. 101.

[3] Docket No. 23.

limitation, potential claims or causes of action against, among others, current or former officers, directors, insiders, or third parties.

RELIEF REQUESTED

8. The Debtors seek entry of an order (the "***Order***") authorizing the employment and retention of SLB as local and conflicts counsel to the Investigation Subcommittee effective as of June 1, 2026, in accordance with and pursuant to the terms and conditions of the Engagement Letter, which is incorporated herein by reference.

A. Services to be Provided and Qualifications

9. The Investigation Subcommittee seeks to employ SLB because of, among other reasons, the nature of the legal services that may be required in connection with the Chapter 11 Cases. Consistent with the Engagement Letter, the Debtors and the Investigation Subcommittee principally expect SLB to work with Debevoise & Plimpton LLP ("***Debevoise***") as local and conflicts counsel. More specifically, the Debtors anticipate that SLB will, among other things, provide legal advice and represent the Debtors on behalf of the Investigation Subcommittee in the investigation and evaluation of whether the Debtors hold any valuable claims or causes of action, including, without limitation, claims or causes of action against, among others, current or former officers, directors, insiders, or third parties, and advise on the Investigation Subcommittee's role in evaluating an appropriate action with respect to any viable and valuable claims. SLB will also provide any other legal services necessary for the Investigation Subcommittee to fulfill its mandate.

10. On June 5, 2026, the Debtors filed applications to retain Vinson & Elkins LLP ("***V&E***") as general bankruptcy counsel.[4] Contemporaneously with the filing of this Application,

[4] *See* Docket No. 156.

the Debtors filed applications to retain Debevoise as counsel to the Investigation Subcommittee. Because V&E, Debevoise, and SLB will have well-defined and distinct roles, each counsel will not duplicate the services the other provides to the Debtors or the Investigation Subcommittee. SLB will coordinate with V&E and Debevoise, and any other counsel the Debtors retain in the Chapter 11 Cases, to ensure that the legal services each firm provides to the Debtors or the Investigation Subcommittee are not duplicative.

11. The Debtors also have filed or intend to file applications to employ other professionals. Debevoise and SLB have advised the Investigation Subcommittee that they intend to carefully monitor the efforts of these other retained professionals and coordinate with such professionals to clearly delineate their respective duties in order to prevent duplication of effort whenever possible. The efficient coordination of the efforts of the Debtors' attorneys and other professionals will greatly add to the effective administration of the Chapter 11 Cases.

12. The Investigation Subcommittee seeks to retain SLB in connection with the Investigation Subcommittee's mandate due to SLB's (a) ability to act as conflicts counsel in the event Debevoise cannot assist in the Investigation Subcommittee's mandate against a particular party; (b) significant experience representing bankruptcy estate fiduciaries, particularly before the Court, and in connection with investigating and litigating valuable causes of action, including claims against third parties; and (c) extensive knowledge of local practice in the Court, competitive rates, and competency of its attorneys. For the foregoing reasons, the Debtors and the Investigation Subcommittee believe that it is in the best interest of the estates, their creditors, and all parties in interest to retain SLB as local and conflicts counsel for the Investigation Subcommittee.

B. Proposed Compensation and Reimbursement

13. SLB intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure SLB will use in these Chapter 11 Cases are the same as the hourly rates and corresponding rate structure that SLB uses in other similar complex corporate and litigation matters whether in court or otherwise, regardless of whether a fee application is required.

14. Subject to applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court, the Debtors propose to compensate SLB as set out in the Engagement Letter and summarized in the following table:

BILLER	HOURLY RATE
Sean T. Wilson	$900
Other Partners	$750 - $1,000
Associate Attorneys	$300 - $600
Non-Lawyer Professionals	$75 - $150

15. SLB's rates for lawyers and paraprofessionals are reexamined and adjusted annually for increases in seniority and changes in experience, expertise and status each year. Rates are also periodically adjusted to reflect market conditions. Those adjustments may therefore change the rates initially charged by SLB for lawyers and paraprofessionals. SLB will provide ten (10) business days' notice to the Investigation Subcommittee, the Debtors, the U.S. Trustee, and the Creditors' Committee in connection with any increase of SLB's hourly rates.

16. The Debtors and the Investigation Subcommittee understand that it is SLB's customary policy to charge its clients in all areas of practice for certain expenses incurred in

connection with a client's case. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses (including mileage, parking, airfare, lodging and meals), filing and recording fees, postage, express mail and messenger charges, computerized legal research charges and other computer services, expenses for "working meals," and fax charges.

17. Pursuant to Bankruptcy Rule 2016(b), SLB has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with SLB, or (b) any compensation another person or party has received or may receive. SLB does not have any other agreement for compensation in connection with these Chapter 11 Cases. SLB has not received any other compensation from the Debtors or any other party in contemplation of, or in connection with the Chapter 11 Cases.

C. SLB's Disinterestedness

18. To the best of the Debtors' knowledge, and except as otherwise disclosed in the Wilson Declaration, the partners and associates of SLB: (a) do not have any connection with any of the Debtors, their affiliates, their creditors, any other party in interest, the U.S. Trustee or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Southern District of Texas or any person employed in the offices of the same; (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the Debtors' estates. SLB will utilize Debevoise as necessary should an unforeseen conflict arise.

19. As disclosed in the Wilson Declaration, SLB may in the future represent certain parties in interest in the Chapter 11 Cases. Except as set forth in the Wilson Declaration and any supplements, all such representations will be unrelated to the Debtors and the Chapter 11 Cases.

20. The Debtors understand that SLB will continue to conduct periodic conflicts analyses to determine whether it is performing or has performed services for any significant parties in interest in the Chapter 11 Cases and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a) to disclose any material developments regarding the Debtors or any other pertinent relationships that come to SLB's attention.

BASIS FOR RELIEF

21. The Debtors seek retention and employment of SLB as local and conflicts counsel for the Investigation Subcommittee pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to court approval:

> [M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.[5]

22. Bankruptcy Rule 2014 governs the procedure for obtaining the entry of an order approving the employment of a professional. The application must:

> (a) be filed by the trustee or committee and served on the United States Trustee (except in a case under chapter 9 of the Bankruptcy Code);
>
> (b) state the specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in

[5] 11 U.S.C. § 327(a).

interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee;

(c) and be accompanied by a verified statement of the person to be employed setting forth the person's connections with the debtor, creditors, any party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee.[6]

23. Bankruptcy Local Rule 2014-1 supplements the requirements of Bankruptcy Rule 2014. In this district, an application to employ an attorney for the debtor must have the statements required by Bankruptcy Rule 2016(b) and section 329(a) of the Bankruptcy Code. These statements must describe (a) the compensation agreed to be paid or paid to the debtor in connection with the case, (b) the course of the compensation, and (c) whether the attorney has shared or agreed to share the compensation with any other entity.[7]

24. The Debtors submit that for all the reasons stated above and in the Wilson Declaration, the retention and employment of SLB is necessary and in the best interest of the Debtors, their estates, and their creditors and should be approved. Further, as stated in the Wilson Declaration, SLB is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and SLB does not hold or represent an interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest.

NOTICE

22. Notice of this Application has been provided by delivery to: (a) the U.S. Trustee; (b) Alston & Bird, as counsel to the Term Loan Agent; (c) Willkie Farr & Gallagher LLP, as

[6] Fed R. Bankr. P. 2014.

[7] *See* 11 U.S.C. § 329(a); Fed. R. Bankr. P. 2016(b).

counsel to the Committee; (d) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (e) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002; (f) the Securities and Exchange Commission; (g) the Internal Revenue Service; and (h) all other applicable government agencies to the extent required by the Bankruptcy Rules or the Local Rules. In light of the nature of the relief requested in this Application, the Debtors submit that no further notice is necessary.

NO PRIOR REQUEST

25. No prior application for the relief requested herein has been made to this Court or any other court.

PRAYER

The Debtors respectfully request that the Court (a) enter the Proposed Order, substantially in the form attached hereto, approving the employment of SLB effective June 1, 2026; and (b) grant such other and further relief to which the Debtors may be justly entitled.

Dated: June 9, 2026

Respectfully submitted,

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

CERTIFICATE OF SERVICE

The undersigned certifies that on June 9, 2026, a true and correct copy of the foregoing Application was served electronically on all parties registered to receive electronic notice of filings in this case via this Court's ECF notification system.

/s/ Sean T. Wilson
Sean T. Wilson

EXHIBIT A

Engagement Letter

SHANNON LEE BEATTY LLP

CENTRAL SQUARE
2100 TRAVIS ST. STE 1480
HOUSTON, TX 77002
(713) 714-5770

Sean T. Wilson | swilson@shannonleellp.com | Direct: (346) 568-1006

CONFIDENTIAL COMMUNICATION TO OBTAIN LEGAL SERVICES

June 1, 2026

Via email to ismith@drivetrainllc.com

Investigation Subcommittee of the Restructuring Committee of the Board of Bitcoin Depot Inc.
Attn: Ivona Smith, Independent Director
410 Park Avenue, Suite 900
New York, New York 10022

Re: <u>Engagement Letter for Shannon Lee Beatty LLP</u>

Dear Ms. Smith:

Thank you for selecting Shannon Lee Beatty LLP ("<u>SLB</u>" or the "<u>Firm</u>") to act as local and conflicts counsel for the investigation subcommittee of the restructuring committee of Bitcoin Depot Inc. ("<u>Client</u>" or "<u>Investigation Committee</u>"). This engagement letter and the Terms of Engagement (the "<u>Terms of Engagement</u>") together set forth the terms that will govern our work for Client on the matter(s) described in this letter. We appreciate the trust and confidence that your decision places in us and we look forward to building a close and mutually rewarding relationship.

Scope of Engagement. Client has engaged SLB to represent it in connection with any matters within the Investigation Committee's mandate, including, but not limited to, a restructuring transaction, including in connection with the chapter 11 cases of Bitcoin Depot Inc. and certain of its affiliated debtors and debtors in possession (together, the "<u>Debtors</u>" and the matter referred to herein the "<u>Matter</u>"). In this engagement, SLB is representing Client and not any of its affiliates or any other entity or person associated with or related to Client.

The Client shall direct our work in this Matter and shall control any attorney client, work product, or other privilege or protection from disclosure in connection with the Matter. The directors, officers, or employees of the Debtors shall not access the work or privileged material of SLB, except as permitted by the Client. If additional services are requested by Client and agreed to by us, this engagement letter and the attached Terms of Engagement will also apply to such services, unless superseded by another written engagement letter. Our representation is limited to the services that Client requests and we agree to perform on Client's behalf.

We understand that the Debtors have engaged Vinson & Elkins LLP ("<u>V&E</u>") as general restructuring counsel and that the Investigation Committee has engaged Debevoise & Plimpton LLP ("<u>Debevoise</u>") as counsel to the Investigation Committee. Given the scope of this engagement, the services rendered and functions performed by SLB will not be duplicative of work performed by V&E, Debevoise, or any other professionals engaged by the Debtors.

Legal Fees and Expenses. For the work performed by SLB for the Client, SLB shall be entitled to a fee in the amount equal to the time expended by each attorney, paralegal/legal assistant, and other staff member multiplied by the hourly rates set forth in the attached Hourly Billing Rate Schedule. The Client is responsible for reimbursing the Firm for expenses incurred on behalf of the Client pursuant to the attached Client Expense Policy.

Invoices/Fee Statements. The Firm's invoices will be issued to you periodically during the representation. The invoice will include a fee statement providing the details of the legal services performed, and the expenses incurred, for the Client.

Notwithstanding anything herein to the contrary, because the Debtors filed for Chapter 11 in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), the payment of fees and expenses and the resolution of any dispute hereunder shall be governed by the Bankruptcy Code, Bankruptcy Rules, local rules and any related order of the Bankruptcy Court.

Conflicts. The Firm has conducted a conflicts search based on information obtained from public filings and the Debtors. The Firm did not identify any connection that would prevent the Firm from representing you in this Matter. If the Firm identifies any conflict or disclosable connections, then the Firm shall immediately notify the Client and the Firm and the Client shall take further actions as may reasonably be required to satisfy the Firm's ethical obligations and duties to the Client, all as more particularly described in the Terms of Engagement.

As the Client is aware, however, our firm represents many other companies and individuals (including other clients who are or may become the Debtors' competitors) in a variety of matters, including but not limited to mergers, acquisitions, financings, restructurings, bankruptcies, investigations, litigations, arbitrations and regulatory matters. It is possible that during the time we are representing Client, some of our present or future clients will have disputes, transactions, or other matters with or involving Client or its affiliates, including the Debtors. We may also be asked to seek discovery from Client or the Debtors or their respective affiliates in connection with the representation of another client in a litigation, arbitration, or other dispute resolution proceeding. In light of the foregoing, we wish to clarify, and confirm Client's agreement, that our representation of Client will not prevent us from representing existing or new clients that may have interests that are adverse to or otherwise different from those of Client or its affiliates, including the Debtors, so long as the matter for the other client is neither substantially related to our work for Client nor a litigation, arbitration, or other dispute proceeding in which Client is named as a party adverse to such other client.

Our firm has an active bankruptcy practice. We may from time to time be retained by other clients to represent their interests in bankruptcy cases or out-of-court restructurings in which Client or the Debtors or one of their affiliates is or may be a party with interests adverse to or otherwise different from those of these other clients. Client agrees that our representation of Client in the Matter described in this letter will not, in and of itself, disqualify us from representing other clients in such bankruptcies or restructurings so long as we do not represent such other clients in any litigation that is substantially related to our firm's work for Client.

By consenting to the arrangements described in this letter, Client will be waiving any conflict of interest that might arise in the situations described above and agreeing not to seek to disqualify us or otherwise to assert a conflict in those situations. We encourage Client to consult with its internal or other independent counsel regarding the foregoing waivers so that Client can fully consider the possible implications of our representation on the basis described in this letter. In agreeing to the terms of this engagement, Client agrees that it has had a reasonable opportunity to engage in such consultation.

We agree that Client's consent to and waiver of conflicts in the preceding paragraphs do not permit us to disclose to another client confidential information about Client obtained in the course of our representation of Client. Conversely, we will not disclose to Client or use on its behalf any information with respect to which we owe a duty of confidentiality to another client or person.

Please call me with any questions you have after you complete your review of this Engagement Letter including the attached Terms of Engagement. If the Engagement Letter is acceptable to you in this form, please indicate so by signing, dating, and returning it to me.

Very truly yours,

/s/ Sean T. Wilson

Sean T. Wilson
Partner
Shannon Lee Beatty LLP

ACCEPTED AND AGREED:

INVESTIGATION COMMITTEE

Ivona Smith

IVONA SMITH

6/5/2026

DATE

TERMS OF ENGAGEMENT

These Terms of Engagement are part of the Engagement Letter. Because they are an integral part of our agreement to provide legal services, we ask that you review this document carefully. If you have any questions after reading it, please contact us promptly.

Who Will Provide Legal Services? In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of your work to other attorneys or to legal assistants or non-legal professionals in the Firm. We do this to involve those with special knowledge or experience in an area and to provide services to you in a timely, efficient, and cost-effective manner. I will be the primary attorney from our Firm who will be representing the Client.

Scope of the Representation. As a Firm, we undertake to provide representation and advice on the legal matters for which we are engaged, and it is important that we both have a clear understanding of the legal services that the Firm has agreed to provide. In our Engagement Letter with you, we specify the matter in which we will provide representation and the scope of the services we will provide. Please note that we do not provide legal advice regarding any tax issues or effects nor are we responsible for notifying any insurance carrier of any lawsuit. If there are any questions about the terms of engagement, including the scope of the representation that we are to provide in the matter, please raise those questions promptly with your principal contact at the Firm.

Identity of Client. It is our policy to represent only the person or entity identified in our Engagement Letter and not any affiliates or related parties. For example, unless otherwise specifically stated in our Engagement Letter, if you are a business organization (corporation, partnership, LLC, etc.), our representation does not include any parents, subsidiaries, employees, officers, owners, or affiliates (including commonly owned companies); if you are an individual, our representation does not include your employer, partners, spouse, siblings, or other family members.

Your Cooperation. To enable us to provide effective representation, you agree to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Outcomes. We cannot and do not guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

Conflicts of Interest. We attempt to identify actual and potential conflicts at the outset of any engagement. In some instances, the applicable rules of professional conduct may limit our ability to represent Client with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if both or all Client consent to that representation. If a controversy unrelated to the subject matter of the representation develops between you and any other client of the Firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated matter. Unfortunately, sometimes conflicts arise or become apparent after work begins on an engagement. If this happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected Client. Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, the Texas Disciplinary Rules of Professional Conduct will be applicable to the representation.

Texas law requires that we inform the Client of the existence of a grievance process. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 for more information. Also, the Supreme Court of Texas has promulgated The Texas Lawyer's Creed - A Mandate for Professionalism, which states that an attorney should inform a client of the creed's contents when undertaking a representation. We will send you a copy of the creed upon request. It is also available online at https://www.texasbar.com.

Fees. The basis for determining our fee for legal services is set forth in the Engagement Letter itself. If you are unclear about the basis for determining your fee, please contact the attorney responsible for your representation. Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests, whenever possible, with an estimate based upon our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation.

Expenses. Our Firm may incur and pay a variety of charges on your behalf in connection with the engagement. Whenever we incur such charges on your behalf, we will bill them to you as part of your invoice in accordance with the attached Client Expense Policy.

Delinquent Account and Withdrawal of Engagement. We will bill you on a periodic basis, for fees and other charges, as described in the Engagement Letter. Should your account become delinquent and satisfactory payment terms are not arranged, as permitted under the rules regulating our profession, we will be required to withdraw from the representation. In most cases, and except as prohibited by ethical considerations, if your account becomes more than 30 days delinquent, we will cease representation until we can arrive at a mutually satisfactory arrangement for payment of the delinquent account and the resumption of services. At such time we may charge interest on the outstanding amount due of one and a half percent per month or the maximum amount allowed under applicable law, whichever is less.

Additional Retainer. If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts then owing to us and the payment to us of an additional retainer for the fees and expenses we estimate will be incurred in preparing for and completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to timely pay any retainer deposit requested, we will have the right to cease performing further work for you and withdraw from the representation.

Obligation to Pay Fees and Expenses. Unless your Engagement Letter expressly provides that a third-party is agreeing to pay your attorney's fees and such third-party has agreed in writing, regardless of whether you are insured to cover the particular risk or you are pursuing parties for recovery of attorneys' fees and other charges, it remains your obligation to pay all amounts due to us within the time periods reflected in the Engagement Letter.

Retention of Complementary Counsel. From time to time in the course of our engagement it may become prudent to engage additional counsel to work with and complement our representation of you. That complementary representation will only be done with your prior written consent and on terms and conditions which you approve. The engagement of complementary counsel may be done directly with you or through our firm, depending on the nature and extent of the representation involved.

Conclusion of Engagement. Because our Firm has been engaged to provide legal services in connection with the representation in the matter as specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of our services related to the representation in the matter. After completion of the representation, upon written notification by the Firm that the matter is terminated, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Unless we are actually engaged after the completion of the representation to provide additional legal services, the Firm has no continuing obligation to give advice with respect to any future legal developments that may relate to the matter. If you later retain us to perform further or additional services, our attorney-client relationship will be subject to the terms of engagement agreed to at that time; in the absence of any specific agreement, these Additional Terms of Engagement shall apply to the further or additional representation.

Termination. We look forward to the opportunity to complete our representation of you on the specified matter. You may, however, terminate our representation at any time, with or without cause, by notifying us in writing. We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are appropriately subject to a lien. You agree that we will own and retain our own files pertaining to the matter or case, including, for example, Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal attorney's work product such as drafts, notes, internal memoranda, and legal and factual research including investigative reports, prepared by or for the internal use of attorneys. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

Document Retention. You acknowledge and agree that the Firm may maintain all documents related to your matter digitally. The Firm is not required to maintain physical copies of any documents. At the conclusion of our representation of you, it is our firm's policy to return to you any physical documents to you. We will provide you with copies of any other documents you specifically request (such as copies of depositions, court documents, etc.), and you agree to pay for the associated copying costs and any professional time incurred in identifying any such documents you request. You agree that our Firm may elect to keep at its own expense, copies of any documents related to this matter or otherwise returned to you. Anytime following seven (7) years after the conclusion of our representation of you, the Firm may destroy or delete any files related to your engagement.

Dispute Resolution. The Engagement Letter is being entered and is to be performed within the State of Texas. The Engagement Letter shall be interpreted in accordance with Texas law (without application of choice of law principles). All parties to the Engagement Letter agree that Houston, Harris County, Texas is the only permitted location (the venue) for the resolution of all disputes that arise under or relate in any way to the Engagement Letter or to any of the services provided by our Firm.

Binding Arbitration. Any dispute arising out of or relating to this agreement, our interactions leading to it, or our performance of the agreement or of the representation of you shall be resolved through binding arbitration in Harris County, Texas. First, sixty (60) days before filing any arbitration proceeding, the party requesting relief must demand and attend mandatory mediation before a mutually acceptable mediator to attempt to resolve any dispute. In the event the parties are unable to resolve such dispute, the affected party shall initiate an arbitration proceeding utilizing the rules of (but not employing) the American Arbitration Association ("AAA") for the arbitration of complex commercial cases. In any dispute of less than $250,000, the parties shall jointly appoint a single arbitrator. In any dispute of a greater amount, each party shall appoint his/her or its own party arbitrator, and these two-party arbitrators shall in turn appoint a third, neutral arbitrator. All party arbitrators' conduct and tests for eligibility shall be governed by AAA rules of disinterest. The time limits hereunder shall not apply in the event emergency injunctive relief is required, but only to the extent of such emergency injunctive relief itself. The decision by the arbitration panel will be final and binding.

You should know that for your agreement to arbitrate to be effective under Texas law, you as the client must receive sufficient information about the differences between litigation and arbitration to permit you to make an informed decision about whether to agree to binding arbitration. Under the Texas Rules of Disciplinary Procedure, we can explain the significant advantages and disadvantages of binding arbitration to the extent we reasonably believe is necessary for an informed decision by you. The scope of the explanation will depend on the sophistication, education and experience of the client.

In the case of a highly sophisticated client such as a large business entity that frequently employs outside lawyers, no explanation at all may be necessary. In situations involving Clients who are individuals or small businesses, we normally advise the client of the following possible advantages and disadvantages of arbitration as compared to a judicial resolution of disputes: (1) the cost and time savings frequently found in arbitration, (2) the waiver of significant rights, such as the right to a jury trial, (3) the possible reduced level of discovery, (4) the relaxed application of the rules of evidence, and (5) the loss of the right to a judicial appeal because arbitration decisions can be challenged only on very limited grounds.

Additional factors you as the client should consider are: (1) the privacy of the arbitration process compared to a public trial; (2) the method for selecting arbitrators; and (3) the obligation, if any, of the client to pay some or all of the fees and costs of arbitration, if those expenses could be substantial. Although the disclosure can vary from client to client, depending on the circumstances, the overriding concern is that we should provide information necessary for the client to make an informed decision.

By returning the executed Engagement Letter, you acknowledge that you have been provided ample opportunity to have counsel explain to you the advantages and disadvantages of binding arbitration to make an informed decision about agreeing to the provision.

Modifications. The Engagement Letter and these Additional Terms of Engagement reflect our entire agreement on the terms of this engagement. These written terms of engagement are not subject to any oral agreements or understandings, and any change in those terms can only be made in writing signed by you and the Firm.

Hourly Billing Rate Schedule

BILLER	RATE
Sean T. Wilson	$900
Other Partners	$750 - $1,000
Associates	$300 - $600
Non-Lawyer Professionals	$75-150

<u>Client Expense Policy</u>

In connection with the representation of a client, the Firm may incur expenses. Unless the Engagement Letter expressly provides to the contrary, the Firm's and the Client's rights and responsibilities related to such expenses are as follows:

Legal Research and Related Services. The Firm subscribes to certain online research services. These subscription-based services are part of the Firm's overhead and not charged to the Client. Certain services are charged on a per-transaction including, without limitation, the following examples: UCC searches, lien searches, title searches and other record searches. The Client is responsible for these pre-transaction charges. The Firm will advance the costs for all such services and submit bills to you for reimbursement. The Firm may seek prior approval from you if the anticipated aggregate monthly expense for such services exceeds $500.00. The Firm reserves the right to have the Client pay these expenses directly.

Document Management and eDiscovery Services. The Firm subscribes to advanced document management software systems. These subscription-based systems are part of the Firm's overhead and not charged to the Client. The Client is responsible for eDiscovery services. eDiscovery service providers typically charge per gigabyte of information stored. Additional services from the outside vendor may be required other than storage of the information and typically these are separately charged. If the Firm uses an eDiscovery service during the representation, then the Firm will seek the Client's prior approval before incurring expenses for such services. Rather than billing these expenses through the Firm, the Firm reserves the right to have the Client contract directly with the outside vendor to pay for these expenses. For the avoidance of doubt, the Client is responsible to the Firm for the payment of all fees and expenses incident to the firm's review and processing of discovery materials that are not handled by an outside vendor.

Printing, Shipping, Postage and Related Expenses. For all printing, shipping, postage, and related services the Firm may handle them in house or use an outside vendor. The Client is responsible for all such printing, shipping, postage, and related services at costs or the prevailing market rate if handled in house. The Firm may seek prior approval from the Client if the anticipated aggregate monthly expense for printing, shipping, postage, and related services exceeds $500.00. The Firm reserves the right to have the Client pay these expenses directly.

Travel Expenses. The Client will reimburse the Firm for expenses incurred in connection with out-of-town travel, but only for coach class travel and, where appropriate, the cost of a rental car. All related travel expenses, i.e., lodging and meals, must be reasonable under the circumstances. The Firm will advance all such travel expenses and submit bills to you for reimbursement which will be included in the regular invoices to the Client. The attorney handling your matter will confer with you prior to traveling for your matter. Consistent with local bankruptcy rules, the Firm bills travel at ½ billable hourly rate when the lawyer is not working on the Client matter while travelling. The Firm will endeavor to locate a substitute service agent.

Court Costs. If requested by the Firm, the Client will advance court filing fees and all similar expenses prior to the Firm incurring such expenses. Any such expenses incurred by the Firm, will be included in the Firm's invoices to the Client for payment. The Client expressly authorizes the immediate use of any Retainer received for the use of any filing fees incurred by the Firm on behalf of the Client.

EXHIBIT B

Wilson Declaration

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

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

DECLARATION OF SEAN T. WILSON IN SUPPORT OF THE DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE EMPLOYMENT OF SHANNON LEE BEATTY LLP AS LOCAL AND CONFLICTS COUNSEL FOR THE INVESTIGATION SUBCOMMITTEE OF THE RESTRUCTURING COMMITTEE OF BITCOIN DEPOT INC. EFFECTIVE AS OF JUNE 1, 2026

Pursuant to 28 U.S.C. § 1746, I, Sean Wilson, hereby declare as follows:

1. My name is Sean Wilson. I am over the age of 18 years. I am competent to make this declaration and I have personal knowledge of the facts stated herein.

2. I am an attorney at law duly admitted and in good standing to practice in the State of Texas and United States District Court for the Southern District of Texas. I am a partner at the Houston office of the law firm of Shannon Lee Beatty LLP ("***SLB***" or the "***Firm***"), located at 2100 Travis Street, Suite 1480, Houston, Texas 77002.

3. I submit this declaration (the "***Declaration***") in connection with the Debtors' *Application for an Order Authorizing the Employment of Shannon Lee Beatty LLP as Local and Conflicts Counsel for the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. Effective as of June 1, 2026* (the "***Application***"). Unless otherwise indicated, capitalized terms used but not defined herein have the meanings ascribed to such terms in the Application.

[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.

4. Except as otherwise noted, all facts set forth in this Declaration are based upon my personal knowledge, upon the client and matter records of SLB reviewed by me or derived from information available to me that I believe to be true and correct. If called upon to testify, I would testify competently to the facts set forth in this Declaration. To the extent any information disclosed herein requires amendment or modification upon SLB's completion of further review, or as additional information regarding parties in interest becomes available, a supplemental declaration will be submitted to the Court reflecting such amended, supplemented, or otherwise modified information.

5. Neither I nor any partner, or associate of the Firm represents any entity other than the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. (the "***Investigation Subcommittee***") in connection with these Chapter 11 Cases. In addition, except as set forth herein below, to the best of my knowledge, after due inquiry, neither I nor any partner or associate of the Firm represents any party in interest in these Chapter 11 Cases in matters related to these Chapter 11 Cases.

SLB'S DISCLOSURE PROCEDURES

A. Search and General Description of Connections

6. In conjunction with the Investigation Subcommittee's retention of SLB, I performed the following actions described below to determine whether SLB, or any of its attorneys, have any disclosable connections to the Debtors, equity security holders, creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee:

a. First, I conducted a search of SLB's electronic files using the list of parties in interest in these Chapter 11 Cases (the "***Potential Parties in Interest***").[2] The search revealed that the Firm had not previously, and does not presently, represent any of the Potential Parties in Interest. SLB may have provided services to creditors or other parties in interest that were inadvertently omitted from Potential Parties in Interest. If such connections exist, they would be on matters wholly unrelated to the service for which the Investigation Subcommittee seeks to retain SLB.

b. Second, I caused an email to be sent to all SLB email account holders requesting that they review the Potential Parties in Interest for any connections and respond with any connection they have or of which they were aware.

7. The following is a list of the applicable categories of parties that SLB has searched in connection with its engagement in these Chapter 11 Cases:

[2] A list of Potential Parties in Interest is available upon reasonable request. SLB's inclusion of any parties as Potential Parties in Interest is solely to illustrate SLB's conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described therein.

(a) Debtors and Affiliates
(b) Current and Former Directors and Officers
(c) Current and Former Employees
(d) Current Shareholders
(e) Banks
(f) Benefit Providers
(g) Contract Counterparties
(h) Contractor
(i) Insurance Carriers
(j) Landlord
(k) Litigation Parties
(l) Non-Debtor Bankruptcy Professionals
(m) Ordinary Course Professionals
(n) Professionals
(o) Parties to Capital Leases
(p) Secured Creditors
(q) Top Unsecured Creditors
(r) Taxing and Regulatory Authorities
(s) UCC Lien Search
(t) Underwriters and Trustees
(u) Utilities
(v) Vendors
(w) Bankruptcy Judges and Court Staff for the Southern District of Texas
(x) United States Trustee's Office for the Southern District of Texas – Region 7

8. The computerized search and email to all account holders uncovered no connections other than the following:

a. Kyung Lee, a partner at the Firm, and Millie Aponte Sall, the Assistant U.S. Trustee for the Houston office of the U.S. Trustee for Region 7, were previously employed by the same law firm. Mr. Lee was a partner, and Ms. Sall was an associate at the firm when they worked together.

b. Sean T. Wilson, a partner at the Firm, and Vianey Garza, as attorney at the Office of the U.S. Trustee for Region 7, were co-workers at Cage Hill & Niehaus, LLP from approximately 2012 – 2016 and continue to be friends.

c. Austin J. Niemschk, a law clerk at the Firm, was a summer clerk for the Bankruptcy & Collection Division at the Office of the Attorney General of Texas and did some work for the Texas Comptroller of Public Accounts in the summer of 2025. Mr. Niemschk's work was unrelated to these Chapter 11 Cases.

d. Max Beatty, a partner at the Firm, is a Chapter 7 panel trustee for the Southern District of Texas. Several creditors, including certain banks listed in the Potential Partes in Interest List, regularly appear as creditors in Mr. Beatty's Chapter 7 panel trustee cases.

e. Certain former SLB clients maintained bank accounts with Axos Bank in matters wholly unrelated to these Chapter 11 Cases.

f. Certain former SLB clients listed David Cook as a co-counsel in matters wholly unrelated to these Chapter 11 Cases.

g. The Firm and its attorneys are in regular contact with bankruptcy lawyers and other professionals who either have appeared or who might be expected to appear in this case in unrelated matters.

h. The Firm and its attorneys regularly appear before the Bankruptcy Judges in the Southern District of Texas in other bankruptcy cases and maintain an ongoing professional relationship.

i. The Firm and some of its attorneys maintain bank accounts with JP Morgan Chase, N.A.

9. None of these connections reflect holding or representing an interest adverse to the estate or any class of creditors or equity security holders in this case.

10. Given the large number of parties in interest in these Chapter 11 Cases and because the information on Potential Parties in Interest may have changed without SLB's knowledge and may change during the pendency of the Debtors' Chapter 11 Cases, SLB is not able conclusively to identify all relationships or potential relationships with all creditors or other parties in interest in these Chapter 11 Cases. If any new relevant facts or relationships are discovered or arise, SLB will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a).

B. Affirmative Statement of Disinterestedness

11. Based on the foregoing, insofar as I have been able to ascertain after diligent inquiry, I believe that SLB does not hold or represent an interest adverse to the Debtors' estates in

the matters upon which SLB is to be employed and that SLB is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

12. Neither I nor any partner at SLB is a creditor, an equity security holder, or an insider of the Debtors; neither I nor any partner at SLB is not and was not within 2 years before the Petition Date a director of the Debtors; and neither I nor any parter at SLB has any interest materially adverse to the interests of the Debtors' bankruptcy estates, or any creditor.

13. SLB is not a creditor, an equity security holder, or an insider of the Debtors; SLB is not and was not within 2 years before the Petition Date an employee, officer, or director of the Debtors; and SLB does not have any interest materially adverse to the interests of the Debtors' bankruptcy estates or any creditor.

14. SLB does not possess or assert any economic interest that would tend to lessen the value of the Debtors' bankruptcy estates. SLB also does not possess or assert any economic interest that would create either an actual or potential dispute in which the bankruptcy estates are rival claimants. SLB does not have any incentive to act contrary to the best interests of the bankruptcy estates.

C. Bankruptcy Rule 2016(b) Statement

15. Pursuant to Bankruptcy Code § 504 and Bankruptcy Rule 2016, SLB has not shared or agreed to share (a) any of its compensation from the representation of the Investigation Subcommittee with any other person, or (b) any compensation any other persons have received, may have received, or will receive. Except among the partners of SLB, none of the attorneys of

SLB have or have any agreement to share any compensation received in connection with these cases.

16. SLB has no agreement with any party to make any payments in connection with these Chapter 11 Cases, except as described in the Engagement Letter and Application. SLB has not received a retainer in connection with the Engagement Letter and Application.

PROPOSED COMPENSATION

17. SLB will apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and orders of the Court for all services performed and expenses incurred during the representation of the Investigation Subcommittee.

18. Subject to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and orders of the Court, SLB intends to request the allowance of its compensation as summarized in the following table:

BILLER	HOURLY RATE
Sean T. Wilson	$900
Other Partners	$750 - $1,000
Associate Attorneys	$300 - $600
Non-Lawyer Professionals	$75 - $150

19. The rates charged for this matter reflect SLB's standard hourly rates for services provided in bankruptcy and non-bankruptcy matters and are comparable to the rates of similarly skilled and experienced attorneys in the Southern District of Texas. SLB submits that these agreed terms of reimbursement, compensation, and hourly rates are reasonable. SLB will provide ten (10) business days' notice to the Investigation Subcommittee, the Debtors, the U.S. Trustee, and the Creditors' Committee in connection with any increase of SLB's hourly rates.

NO DUPLICATION OF SERVICES

20. Consistent with the Engagement Letter, the Debtors and the Investigation Subcommittee principally expect SLB to work with Debevoise & Plimpton LLP ("***Debevoise***") as local and conflicts counsel for the Investigation Subcommittee. More specifically, the Debtors anticipate that SLB will, among other things, provide legal advice and represent the Debtors on behalf of the Investigation Subcommittee in the investigation and evaluation of whether the Debtors hold any valuable claims or causes of action, including, without limitation, claims or causes of action against, among others, current or former officers, directors, insiders, or third parties, and advise on the Investigation Subcommittee's role in evaluating an appropriate action with respect to any viable and valuable claims. SLB will also provide any other legal services necessary for the Investigation Subcommittee to fulfill its mandate.

21. I understand that the Debtors will retain various other restructuring professionals in these Chapter 11 Cases. The Debtors, Debevoise, and the Investigation Subcommittee have fully discussed SLB's role in these Chapter 11 Cases so as to avoid the duplication of work. SLB agrees to make reasonable efforts to avoid duplication of services by any other professionals employed by the Investigation Subcommittee.

ATTORNEY STATEMENT PURSUANT TO FEE GUIDELINES

22. The following is provided in response to the request for additional information set forth in the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013.

Question: Did the Firm agree to any variations from, or alternatives to, the Firm's standard billing arrangements for this engagement?

Answer: No.

Question.	Do any of the Firm's professionals in this engagement vary their rate based on the geographical location of the Debtors' Chapter 11 Case?
Answer:	No.
Question:	If the Firm has represented the Debtors in the 12 months pre-petition, disclose the Firm's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If the Firm's billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference
Answer:	SLB was not retained pre-petition.
Question:	Have the Debtors approved SLB's budget and staffing plan, and if so, for what budget period?
Answer:	The Debtors have not requested a budget and/or staffing plan from SLB.

The foregoing constitutes the statement of SLB pursuant to sections 327(a), 328(a), 329, and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Local Rules 2014-1 and 2016-1.

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

Executed on June 9, 2026

/s/ Sean T. Wilson
Sean T. Wilson

EXHIBIT C

Smith Declaration

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

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

DECLARATION OF IVONA SMITH
IN SUPPORT OF THE DEBTORS' APPLICATION FOR
AN ORDER AUTHORIZING THE EMPLOYMENT OF SHANNON
LEE BEATTY LLP AS LOCAL AND CONFLICTS COUNSEL FOR
THE INVESTIGATION SUBCOMMITTEE OF THE RESTRUCTURING
COMMITTEE OF BITCOIN DEPOT INC. EFFECTIVE AS OF JUNE 1, 2026

Pursuant to 28 U.S.C. § 1746, I, Ivona Smith, hereby declare as follows:

1. I am the sole member of the Investigation Subcommittee (the "***Investigation Subcommittee***"), a subcommittee of the Restructuring Committee of the Board of Directors of Bitcoin Depot Inc. (the "***Company***"). I submit this declaration (the "***Declaration***") in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Shannon Lee Beatty LLP as Local and Conflicts Counsel to the Investigation Subcommittee of the Restructuring Committee of Bitcoin Depot Inc. Effective as of June 1, 2026* (the "***Application***").[2] Except as otherwise noted, I have personal knowledge of the matters set forth herein.

The Investigation Subcommittee's Selection of Counsel

2. The Investigation Subcommittee seeks to retain Shannon Lee Beatty LLP ("***SLB***") as counsel because, among other reasons, (a) ability to act as conflicts counsel in the event

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

[2] Capitalized terms used but not defined in this Order have the meanings ascribed to such terms in the Application.

Debevoise cannot assist in the Independent Investigation against a particular party; (b) significant experience representing bankruptcy estate fiduciaries, particularly before the Court, and in connection with investigating and litigating valuable causes of action, including claims against third parties; and (c) extensive knowledge of local practice in the Court, competitive rates, and competency of its attorneys.

3. Based upon my review of SLB's qualifications, experience, and proposed engagement, I believe that SLB is highly qualified to represent the Investigation Subcommittee and to assist it in fulfilling its responsibilities and mandate. Accordingly, I believe that the retention of SLB is in the best interests of the Debtors' estates and their stakeholders.

Cost Supervision

4. The Investigation Subcommittee has reviewed SLB's proposed staffing and billing arrangements and understands the hourly rates that SLB will charge in connection with this engagement. The Investigation Subcommittee recognizes its responsibility to monitor professional fees and expenses and will review SLB's fee statements and staffing levels on an ongoing basis to ensure that fees and expenses remain appropriate in light of the scope and needs of the Investigation Subcommittee's work.

5. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: June 9, 2026

/s/ Ivona Smith
Ivona Smith
Sole Member of the Investigation Subcommittee
Bitcoin Depot Inc.

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

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

ORDER GRANTING DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE EMPLOYMENT OF SHANNON LEE BEATTY LLP AS LOCAL AND CONFLICTS COUNSEL FOR THE INVESTIGATION SUBCOMMITTEE OF THE RESTRUCTURING COMMITTEE OF BITCOIN DEPOT INC. EFFECTIVE AS OF JUNE 1, 2026

Upon the application (the Application")[2] of the above-captioned debtors and debtors in possession (the "Debtors") for an order (this "Order") authorizing the employment of Shannon Lee Beatty LLP ("SLB") as local and conflicts counsel for the Investigation Subcommittee effective as of June 1, 2026; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and this Court having reviewed the Application; and all objections, if any, to the Application having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted

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

[2] Capitalized terms used but not defined in this Order have the meanings ascribed to such terms in the Application.

herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor it is hereby ORDERED that:

1. In accordance with sections 327(a), 329(a), 330, 331, and 1107 of the Bankruptcy Code, Rules 2014 and 2016 of the Bankruptcy Rules, and Rule 2014-1 Bankruptcy Local Rules, the Debtors are authorized to employ SLB as local and conflicts counsel to the Investigation Subcommittee effective as of June 1, 2026, under the terms and conditions set forth in the Wilson Declaration, the Application, and Engagement Letter, as modified by this Order.

2. SLB is authorized to perform any and all legal services for the Investigation Subcommittee as described in the Wilson Declaration, the Application, and the Engagement Letter.

3. SLB shall be compensated for its services and reimbursed for related expenses in accordance with the terms and conditions of the Engagement Letter and subject to the procedures of Bankruptcy Code §§ 330 and 331, and in accordance with applicable Bankruptcy Rules, Bankruptcy Local Rules, the Complex Case Procedures, and any orders of this Court.

4. All compensation for services rendered and reimbursed for expenses incurred in connection with the above-captioned Chapter 11 Cases shall be paid after further application to and following an order of this Court, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of this Court. For billing purposes, SLB shall keep its time in one tenth (1/10) hour increments and make reasonable efforts to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* in connection with interim and final fee applications filed by SLB in these Chapter 11 Cases.

5. Prior to any increases in SLB's hourly rates, SLB shall file a notice of rate increase with the Court and provide ten business days' notice to the Investigation Subcommittee, the Debtors, the U.S. Trustee, and the Creditors' Committee, which notice shall explain the basis for the requested rate increases in accordance with section 330 of the Bankruptcy Code and state whether the Debtors have consented to such rate increases.

6. SLB will review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, SLB will use reasonable efforts to identify such further developments and will promptly file a supplemented declaration.

7. SLB shall use its best efforts to avoid duplications of services provided by any of the Debtors other retained professionals in the Chapter 11 Cases.

8. To the extent there is any inconsistency between the terms of the Wilson Declaration, the Application, the Engagement Letter, and this Order, the terms of this Order shall govern.

9. Notwithstanding anything to the contrary in the Application, SLB shall not be entitled to reimbursement for fees and expenses incurred in connection with any objection to its fees absent further order of the Court.

10. This Order shall be immediately effective and enforceable upon entry.

11. The Debtors, the Investigation Subcommittee, and SLB are authorized to take all actions necessary to effectuate the relief granted pursuant to this order in accordance with the Application.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Signed: _________________, 2026
Houston, Texas

____
CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

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

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

ORDER GRANTING DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE EMPLOYMENT OF SHANNON LEE BEATTY LLP AS LOCAL AND CONFLICTS COUNSEL FOR THE INVESTIGATION SUBCOMMITTEE OF THE RESTRUCTURING COMMITTEE OF BITCOIN DEPOT INC. EFFECTIVE AS OF JUNE 1, 2026

Upon the application (the Application")[2] of the above-captioned debtors and debtors in possession (the "Debtors") for an order (this "Order") authorizing the employment of Shannon Lee Beatty LLP ("SLB") as local and conflicts counsel for the Investigation Subcommittee effective as of June 1, 2026; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and this Court having reviewed the Application; and all objections, if any, to the Application having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted

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

[2] Capitalized terms used but not defined in this Order have the meanings ascribed to such terms in the Application.

herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor it is hereby ORDERED that:

1. In accordance with sections 327(a), 329(a), 330, 331, and 1107 of the Bankruptcy Code, Rules 2014 and 2016 of the Bankruptcy Rules, and Rule 2014-1 Bankruptcy Local Rules, the Debtors are authorized to employ SLB as local and conflicts counsel to the Investigation Subcommittee effective as of June 1, 2026, under the terms and conditions set forth in the Wilson Declaration, the Application, and Engagement Letter, as modified by this Order.

2. SLB is authorized to perform any and all legal services for the Investigation Subcommittee as described in the Wilson Declaration, the Application, and the Engagement Letter.

3. SLB shall be compensated for its services and reimbursed for related expenses in accordance with the terms and conditions of the Engagement Letter and subject to the procedures of Bankruptcy Code §§ 330 and 331, and in accordance with applicable Bankruptcy Rules, Bankruptcy Local Rules, the Complex Case Procedures, and any orders of this Court.

4. All compensation for services rendered and reimbursed for expenses incurred in connection with the above-captioned Chapter 11 Cases shall be paid after further application to and following an order of this Court, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of this Court. For billing purposes, SLB shall keep its time in one tenth (1/10) hour increments and make reasonable efforts to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* in connection with interim and final fee applications filed by SLB in these Chapter 11 Cases.

5. Prior to any increases in SLB's hourly rates, SLB shall file a notice of rate increase with the Court and provide ten business days' notice to the Investigation Subcommittee, the Debtors, the U.S. Trustee, and the Creditors' Committee, which notice shall explain the basis for the requested rate increases in accordance with section 330 of the Bankruptcy Code and state whether the Debtors have consented to such rate increases.

6. SLB will review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, SLB will use reasonable efforts to identify such further developments and will promptly file a supplemented declaration.

7. SLB shall use its best efforts to avoid duplications of services provided by any of the Debtors other retained professionals in the Chapter 11 Cases.

8. To the extent there is any inconsistency between the terms of the Wilson Declaration, the Application, the Engagement Letter, and this Order, the terms of this Order shall govern.

9. Notwithstanding anything to the contrary in the Application, SLB shall not be entitled to reimbursement for fees and expenses incurred in connection with any objection to its fees absent further order of the Court.

10. This Order shall be immediately effective and enforceable upon entry.

11. The Debtors, the Investigation Subcommittee, and SLB are authorized to take all actions necessary to effectuate the relief granted pursuant to this order in accordance with the Application.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Signed: _________________, 2026
Houston, Texas

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CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE