IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC., Debtor.[1]	Chapter 11 Subchapter V Case No. 25-10669 (BLS) **Related Docket Nos. 245 and 265**

ORDER GRANTING AND APPROVING SETTLEMENT OF ADMINISTRATVE EXPENSE MOTION OF RAGHAV LAL

Upon the motion (Docket No. 245) (the “Motion”)[2] of Mr. Lal for allowance and payment of his administrative expense claim; and the Court having determined that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, Section 12(h) of the Plan, and Section EE of the Confirmation Order, (b) this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and (c) notice of the Motion was due and proper under the circumstances; and after due deliberation thereon; and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, as set forth herein and in accordance with the settlement agreement (the “Settlement Agreement”) attached hereto as <u>Exhibit 1</u>.

2. The Settlement Agreement is hereby approved, and the terms and provisions of the Settlement Agreement shall immediately be effective and enforceable upon entry of this Order.

3. In accordance with the Settlement Agreement, Mr. Lal is granted an allowed administrative expense claim in the amount of $358,500 (the “Allowed Administrative Claim”).

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[1] The Debtor in this Chapter 11 Case, its jurisdiction of organization, and the last four digits of its U.S. taxpayer identification number is: Solid Financial Technologies, Inc., a Delaware corporation (8838). The Debtor’s mailing address is: Solid Financial Technologies, Inc., c/o Harvard Business Services, Inc., 16192 Coastal Hwy, Lewes, DE 19958.

[2] Capitalized terms used but not defined herein have the same meaning as defined in the Motion.

4. The Trustee is ordered to pay the amount of the Allowed Administrative Claim to Mr. Lal in accordance with, and as set forth in, the Settlement Agreement.

5. The Trustee and Mr. Lal are authorized to take any action necessary or appropriate to implement the terms of the Settlement Agreement and this Order without further order of the Court.

6. The Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Dated: January 29th, 2026
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

SETTLEMENT AGREEMENT

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC.,[1] Debtor.	Chapter 11 Subchapter V Case No. 25-10669 (BLS)

SETTLEMENT AGREEMENT BY AND BETWEEN
RAGHAV LAL AND THE SOLID FINANCIAL LIQUIDATION TRUST

This Settlement Agreement (the "Agreement" or "Settlement Agreement") is entered into by and between Rock Creek Advisors, LLC as the Liquidation Trustee of the Solid Financial Liquidation Trust (the "Trustee") and Raghav Lal ("Mr. Lal"; together with the Trustee, the "Parties"), with reference to the following facts:

WHEREAS, on April 7, 2025 (the "Petition Date"), Solid Financial Technologies, Inc., (the "Debtor") filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Court") (Case No. 25-10669 (BLS)) and elected to proceed under Subchapter V of chapter 11 of the Bankruptcy Code pursuant to the Small Business Debtor Reorganization Act, as amended; and

WHEREAS, on November 14, 2025 the Court entered an order [D.I. 221] (the "Confirmation Order") approving the Debtor's *Second Amended Subchapter V Chapter 11 Plan of Liquidation* [D.I. 221-1] (the "Plan"); and

[1] The Debtor in this chapter 11 case, its jurisdiction of organization, and the last four digits of its U.S. taxpayer identification number is: Solid Financial Technologies, Inc., a Delaware corporation (8838). The Debtor's mailing address is: Solid Financial Technologies, Inc., c/o Harvard Business Services, Inc., 16192 Coastal Hwy, Lewes, DE 19958.

WHEREAS, on November 30, 2025 (the "Effective Date"), the Plan became effective in accordance with its terms and, in accordance with the Plan, the Confirmation Order and that certain Liquidation Trust Agreement (the "Trust Agreement"), (a) the Solid Financial Liquidation Trust (the "Liquidation Trust") was created, (b) certain claims and assets of the Debtor were transferred to and became vested in the Liquidation Trust (including all claims that are the subject of this Settlement Agreement), and (c) Rock Creek Advisors, LLC was appointed as the Trustee of the Liquidation Trust; and

WHEREAS, prior to the Petition Date, Mr. Lal served as President of the Debtor and member of the Debtor's board of directors pursuant to an Employment Agreement dated as of December 23, 2019 (the "Employment Agreement"); and

WHEREAS, pursuant to the terms of the Plan and the Confirmation Order, as of the Effective Date, the existing board of directors was dissolved, any remaining officers or directors of the Debtor were dismissed, and the Employment Agreement was deemed rejected; and

WHEREAS, Mr. Lal's Employment Agreement was rejected as of the Effective Date pursuant to the Plan and Confirmation Order, and he has no obligation to work for the Trustee or provide services to the Liquidation Trust; and

WHEREAS, since the Petition Date, and through the Effective Date, Mr. Lal has made substantial contributions to the administration of the Debtor's estate; and

WHEREAS, on December 29, 2025, Mr. Lal filed *Raghav Lal's Motion for Allowance and Immediate Payment of Administrative Expense Claim* [D.I. 245] (the "Admin Expense Request"), requesting the allowance and immediate payment of an administrative expense claim in an amount totaling $370,500.00, for amounts he is entitled to under the terms of the Employment

Agreement and the Debtor's Bylaws, including attorney's fees and certain expenses (the "Claim"); and

WHEREAS, Mr. Lal is only willing to continue assisting the Trustee with, among other things, reconciling claims and administering the estate based on the terms of this Settlement Agreement; and

WHEREAS, the Trustee desires to continue receiving the assistance of Mr. Lal as an independent contractor for the purpose of administering the Liquidation Trust, including but not limited to the reconciliation of claims and causes of action; and

WHEREAS, Mr. Lal has agreed to continue to assist the Trustee as an independent contractor, including, but not limited to, with reconciling claims and addressing causes of action, in exchange for the consideration provided in this Agreement; and

WHEREAS, pursuant to the Trust Agreement, the Trustee asserts that it is authorized to settle the Claim; and

WHEREAS, the Trustee has determined in its business judgment that Mr. Lal's assistance with administering the Liquidation Trust is critical to the expeditious administration of the Liquidation Trust and desires to enter into this Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Each and every fact set forth above is incorporated herein by this reference as though set forth in full. These recitals are an integral part of this Agreement and are hereby agreed to be true for the purpose of this Agreement.

2. In exchange for the consideration provided in this Agreement, Mr. Lal shall serve as an independent contractor to the Trustee on the following terms:

   a. Mr. Lal will perform services at the Trustee's direction as an independent contractor, including, but are not limited to, assisting the Trustee with the management of books and records, consulting with the Trustee regarding the administration of claims and causes of action, providing the Trustee with information and analysis of matters concerning the administration of the estate and the Liquidating Trust, and other reasonable activities as requested by the Trustee that could be appropriate given Mr. Lal's previous experience as further determined by the Trustee in its sole discretion (collectively, the "Services").

b. Mr. Lal shall not look to the Trustee as his employer, or as a partner, agent or principal. Other than as set forth herein, Mr. Lal shall not be entitled to any benefits from the Trustee, including without limitation worker's compensation, disability insurance, vacation or sick pay.

c. Mr. Lal shall be compensated, upon submission of monthly timesheets for Services performed, at a rate of $150.00 per hour for Services rendered upon the request and at the direction of the Trustee. Upon receipt of the monthly timesheet, the Trustee shall pay the amounts due to Mr. Lal within five (5) business days. Mr. Lal shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Mr. Lal hereby indemnifies and holds the Trustee harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by the Trustee arising out of Mr. Lal's failure with respect to its obligations in this paragraph 2(c).

d. Mr. Lal shall maintain the confidentiality of information provided to him in his role as independent contractor to the Trustee, unless such information (i) was in the public domain at the time it was communicated to Mr. Lal by the Trustee or its employees, agents or professionals; (ii) entered the public domain subsequent to the time it was communicated to Mr. Lal by the Trustee or its employees, agent or professionals through no fault of Mr. Lal; (iii) was in Mr. Lal's possession free of any obligation of confidence at the time it was communicated to him by the Trustee or its employees, agents or professionals; or (iv) was rightfully communicated to Mr. Lal free of any obligation of confidence subsequent to the time it was communicated to him by the Trustee or its employees, agents or professionals.

e. Mr. Lal shall serve as an independent contractor to the Trustee, effective as of the date the Court enters an order approving this Agreement, until completion of the Services.

3. In consideration, the Claim shall be allowed in the total amount of $358,500.00 (the "Settlement Amount") and the Trustee shall pay the Settlement Amount to Mr. Lal via wire within ten (10) business days of the date that the order approving this Settlement Agreement is entered.

4. Within five (5) business days of the mutual execution of this Settlement Agreement, the Parties will coordinate the filing of a certification of counsel and proposed order resolving the Admin Expense Request and approving the Settlement Agreement.

5. Except as set forth herein, the Parties acknowledge that they have relied solely upon their own judgment, belief, and knowledge of the existence, nature, and extent of each claim, demand, cause of action or right that each of the Parties, including the Debtor, may have against the other, and that each of the Parties has not been influenced to any extent in entering into this Settlement Agreement by any representation or statement regarding any such claim, counterclaim, action, cause of action, set-off, cost, expense, sum of money, account, reckoning, charge, complaint, controversy, dispute, judgment, execution, omission, duty, right, loss, suit, debt, lien, contract, agreement, promise, award, damage, demand, cause of action or right made by any other party hereto.

6. Each signatory hereto represents that he or she has the authority to execute this Agreement on behalf of the party for whom it is executed and to bind that party to all terms set forth herein.

7. This Agreement may be executed in any number of original, facsimile, copied, or electronic counterparts, and all counterparts shall be considered together as one Agreement. A faxed, copied, or electronic counterpart shall have the same force and effect as an original signed counterpart. Each of the Parties hereby expressly forever waives any and all rights to raise the use of a facsimile machine or email to deliver a signature, or the fact that any signature or Agreement or instrument was transmitted or communicated through the use of a facsimile machine or email, as a defense to the formation of a contract.

8. This Agreement is to be interpreted without regard to the draftsperson. The terms and intent of this Agreement, with respect to the rights and obligations of the Parties, shall be interpreted and construed on the assumption that the Parties participated equally in its drafting.

9. The provisions of this Agreement shall become binding upon the entry of an order approving this Settlement Agreement by the Court and shall inure to the benefit of the Parties and their heirs, executors, administrators, agents, representative, successors, and assigns.

10. Should any dispute arise regarding this Agreement, the Parties agree that the Court shall have exclusive jurisdiction to determine the same.

[Remainder of page intentionally left blank]

Liquidation Trustee of The Solid Financial Liquidation Trust

By: _/s/ Brian Ayers_______________________________
Brian Ayers
Managing Director, Rock Creek Advisors, LLC

DATED: January 27, 2026

Raghav Lal

By: _/s/ Raghav Lal_________
Raghav Lal

DATED: January 23, 2026