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) **Re: D.I. 9**

INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO (A) CONTINUE TO OPERATE ITS CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, (C) MAINTAIN EXISTING BUSINESS FORMS; (II) AUTHORIZING CONTINUED PEFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtor and debtor in possession (the "Debtor") for entry of an interim order (this "Interim Order"): (i) authorizing the Debtor to (a) continue to operate the Cash Management System, (b) honor certain prepetition obligations related thereto, and (c) maintain existing business forms; (ii) authorizing continued performance of Intercompany Transactions in the ordinary course of business; and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Debtor consents to the entry of a final order by this Court consistent with Article III of the United States Constitution; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this 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

[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 corporate headquarters is located at: 380 Portage Ave, Palo Alto, CA 94306.
[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

this Court having found that the Debtor's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted 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. The Motion is granted on an interim basis as set forth herein.

2. The final hearing (the "Final Hearing") on the Motion shall be held on May 6, 2025, at 11:30 a.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on April 25, 2025, and shall be served on: (i) the Debtor, Solid Financial Technologies, Inc., 380 Portage Ave, Palo Alto, CA 94306, Attn: Arjun Thyagarajan (arjun@solidfi.com); (ii) proposed counsel to the Debtor, Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, Delaware, 19801, Attn: Matthew P. Ward (matthew.ward@wbd-us.com); (iii) the Subchapter V Trustee, Brown Nimeroff LLC, 919 N. Market Street, Suite 420, Wilmington, DE 19801, Attn: Jami Nimeroff (jnimeroff@brownnimeroff.com); (iv) counsel to any statutory committee appointed in this case; and (v) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Hannah J. McCollum (hannah.mccollum@usdoj.gov). In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

3. Except as otherwise provided herein, the Debtor is authorized, on an interim basis and in its sole discretion, to: (a) continue operating the Cash Management System as described in

the Motion; (b) honor its prepetition obligations related thereto; and (c) utilize existing business forms in the ordinary course of business, consistent with historical practice.

4. The Debtor is further authorized, on an interim basis and in its sole discretion, to: (a) continue to use, with the same account numbers, the Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 1** attached hereto; (b) use, in their present form, all existing correspondence and business forms (including letterhead and preprinted checks), as well as other documents related to the Accounts existing immediately before the Petition Date, without reference to the Debtor's status as debtor in possession; (c) treat the Accounts for all purposes as accounts of the Debtor as debtor in possession; (d) deposit funds in and withdraw funds from the Accounts by all usual means, including checks, wire transfers, and other debits; and (e) pay any ordinary course Bank Fees incurred in connection with the Accounts, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform its obligations under the documents governing the Accounts.

5. All banks at which the Accounts are maintained are authorized to continue to maintain, service, and administer the Accounts as accounts of the Debtor as debtor in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts and wires issued and drawn on the Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. Within 15 days of the entry of this Interim Order, the Debtor shall contact each bank at which the Debtor holds bank accounts that are party to a Uniform Depository Agreement with the Office of the U.S. Trustee for the District of Delaware and: (a) provide such bank with the Debtor's employer identification number; and (b) identify each of its bank accounts as being held by a debtor in possession. For Banks that are not party to a Uniform Depository Agreement

with the Office of the United States Trustee for the District of Delaware, the Debtor shall use its good faith efforts to cause the Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty (30) days of entry of this Interim Order.

7. To the extent that the Debtor is not in compliance with the requirements of section 345(b) of the Bankruptcy Code, the Debtor is granted a thirty (30) day extension of time to comply with the investment and deposit requirements of section 345 of the Bankruptcy Code, which extension is without prejudice to the Debtor seeking either a further extension of time to come into compliance or a waiver of compliance with the requirements of section 345(b).

8. All banks provided with notice of this Interim Order maintaining any of the Accounts shall not honor or pay any bank payments drawn on the listed Accounts, or otherwise issued before the Petition Date, absent further direction from the Debtor.

9. In the course of providing cash management services to the Debtor, each of the banks at which the Accounts are maintained is authorized, without further order of this Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtor, whether arising prepetition or postpetition, from the appropriate accounts of the Debtor, and further, to charge back to the appropriate accounts of the Debtor any amounts resulting from returned checks or other returned items, including returned items that result from wire transfers or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

10. Subject to the terms set forth herein, including without limitation Paragraph 8 hereof, each of the banks at which the Accounts are maintained is authorized to debit the Debtor's accounts in the ordinary course and without further order of this Court on account of all checks

drawn on the Debtor's accounts which have been cashed at such banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date.

11. Subject to the terms set forth herein, any bank may rely upon the representations of the Debtor with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtor prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtor, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures, shall be deemed to be nor shall be liable to the Debtor or its estate on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

12. Any and all banks are further authorized to (a) honor the Debtor's directions with respect to the opening and closing of any bank account and (b) accept and hold the Debtor's funds in accordance with the Debtor's instructions; *provided that* the banks shall not have any liability to any party for relying on such representations.

13. The Debtor is authorized to open any new bank accounts or close any existing Accounts as it deems necessary and appropriate in its sole discretion; *provided that* the Debtor shall give notice at least three business days in advance to the U.S. Trustee, the Subchapter V Trustee, and any statutory committees appointed in this chapter 11 case of the opening or closing of any bank accounts; *provided*, *further*, *that* the Debtor shall open any such new bank account at banks that have executed a Uniform Depository Agreement with the U.S. Trustee, or at such banks that are willing to immediately execute such an agreement.

14. Nothing contained herein shall permit any bank at which the Accounts are maintained to terminate any cash management services without 30 days prior written notice to the Debtor, the U.S. Trustee, the Subchapter V Trustee, and any statutory committee appointed in this chapter 11 case.

15. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

16. The Debtor is authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of this chapter 11 case with respect to prepetition amounts owed in connection with any Bank Fees.

17. The Debtor is authorized to continue performing Intercompany Transactions in the ordinary course of business; *provided* that the Debtor shall not be authorized by this Interim Order to undertake any Intercompany Transactions that are not on terms materially consistent with the Debtor's operation of its business in the ordinary course during the prepetition period; *provided*, *further*, that the Debtor is authorized by this Interim Order to make cash payments to Solid India on account of prepetition Intercompany Claims up to $52,000 in the aggregate.

18. All Intercompany Claims arising after the Petition Date as a result of Intercompany Transactions and transfers in the ordinary course of business shall be accorded administrative expense status in accordance with section 503(b) of the Bankruptcy Code; *provided*, *however*, that, subject to entry of the Final Order, nothing herein shall limit or be construed to limit the Debtor's ability to reconcile amounts owed between and among the Debtor and its non-debtor affiliate, including netting and setting off obligations arising from Intercompany Transactions, whether arising prepetition or postpetition, in the ordinary course of business, as determined by the Debtor.

19. Except as provided otherwise in paragraph 18 of this Interim Order, the relief granted in this Interim Order with respect to any Intercompany Transaction or Intercompany Claim shall not constitute a finding as to the validity, priority, or status of such Intercompany Transaction or Intercompany Claim. The rights of any party, including the Debtor, to contest the validity, priority, or status of any Intercompany Transaction or Intercompany Claim are expressly reserved.

20. The Debtor shall maintain accurate and detailed records of all transactions and transfers, including Intercompany Transactions, so that all transactions and transfers may be ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions and transfers.

21. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against the Debtor; (b) a waiver of the Debtor's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtor's rights or the rights of any other Person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtor that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtor expressly reserves its rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

22. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

23. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

24. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

25. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

26. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: April 11th, 2025
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

ACCOUNT LIST

No.	Account Name	Account Bank	Last 4 Digits of Account Number(s)
1	Brex Cash	Brex/Column N.A.	2991
2	Brex Revenue	Brex/Column N.A.	9671
3	Brex Treasury	Brex Treasury LLC	7028
4	Solid Wallet Primary	Lewis & Clark Bank	1175
5	Solid Reserve	Lewis & Clark Bank	0279
6	Operating	Lewis & Clark Bank	0260
7	FinTech Reserve	Lewis & Clark Bank	3930
8	Collateral Account	Lewis & Clark Bank	8750
9	Evolve Corporate Reserve	Evolve Bank & Trust	7890
10	JPM Treasury	JPMorgan Chase Bank, N.A.	1948
11	JPM Checking	JPMorgan Chase Bank, N.A.	6694
12	Zero Hash	Zero Hash LLC	6D7HNP
13	Bluevine Testing Account	Bluevine/Coastal Community Bank	n/a
14	CFSB Testing Account	Community Federal Savings Bank	0338