

assert that “all postpetition amounts owing” to Loomis pursuant to the Contract “have been or will be paid and will continue to be paid in the ordinary course until the assumption and assignment of the” Contract. *Id.* The cure amount asserted by the Debtor, however, is inaccurate because does not include all amounts owed under the Contract as of the Petition Date. Instead, as of the Petition Date, the Debtors owed Loomis not less than \$528,321.68 as detailed in the chart below.

<u>Account #</u>	<u>Invoice #</u>	<u>Total Invoiced Amount</u>	<u>Prepetition Portion</u>	<u>Postpetition Portion</u>
10187715	13949212	\$223,231.41	\$223,231.41	\$0.00
10187715	13972791	\$184,045.76	\$184,045.76	\$0.00
10187715	13991495	\$191,170.25	\$121,044.51	\$70,125.74

4. For the reasons explained above, Loomis requests the Court require that the Debtors (or any assignee pursuant to the terms of any Court-approved sale documents) pay all amounts due and owing as of the date of any assumption and assignment as well as any amounts for ongoing services Loomis provides to the Debtor and/or any assignee in the ordinary course of business regardless of whether it is due before or after the date of such assumption and assignment. Loomis reserves all rights in connection with any assumption and assignment of the Contract.

Dated: June 26, 2026

Respectfully submitted,

/s/ David Trausch

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Certificate of Service

I certify that on the date hereof, I caused a copy of the foregoing document to be served by
(i) the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on all parties registered to receive notices in the above-captioned case and
(ii) electronic mail on the “Objection Notice Parties” listed in the Cure Notice.

/s/ David Trausch