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)

DEBTOR'S MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (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

Solid Financial Technologies, Inc., as debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"),[2] respectfully states the following in support of this motion (the "Motion"):

Relief Requested

1. The Debtor seeks entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (i) authorizing the Debtor to (a) continue to operate its cash management system substantially as described herein (the "Cash Management System"), (b) honor certain prepetition obligations related thereto, (c) maintain existing business forms; (ii) authorizing continued performance of intercompany transactions in the ordinary course of business; and (iii) granting related relief. In addition, the Debtor requests that the Court (as defined herein) schedule a final hearing within

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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 corporate headquarters is located at: 380 Portage Ave, Palo Alto, CA 94306.

[2] A detailed description of the Debtor and its business, and the facts and circumstances supporting this Motion and the Debtor's chapter 11 case, are set forth in greater detail in the *Declaration of Arjun Thyagarajan in Support of Debtor's First Day Motions and Applications* (the "First Day Declaration"), filed contemporaneously herewith.

approximately 21 days of the commencement of this chapter 11 case to consider approval of this Motion on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the "Court") has 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. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtor confirms its consent, pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this Motion 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.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 345, 363, 364(b) and 503(b)(1) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules 2015-1 and 9013-1(m).

Background

5. On April 7, 2025 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 the Bankruptcy Code as a debtor defined in Bankruptcy Code section 1182(1) and elected to proceed under Subchapter V of chapter 11 of the Bankruptcy Code pursuant to the Small Business Debtor Reorganization Act, as amended (the "SBRA").

6. Information about the Debtor's business and the events leading to the commencement of this chapter 11 case can be found in the First Day Declaration, filed contemporaneously herewith, which is incorporated herein by reference.

The Cash Management System

I. Overview

7. The Cash Management System is similar to the cash management systems used by other comparably sized companies to manage cash flow, except that the Debtor's Cash Management System also includes certain accounts related to its Banking-as-a-Service model (the "Solid Platform") and sponsoring bank relationships, as well as accounts originally opened for purposes of testing Solid's platform with certain banking institutions. The Debtor uses its Cash Management System in the ordinary course to transfer and distribute funds and to facilitate cash monitoring, forecasting, and reporting. The Debtor's co-founders—the Chief Executive Officer and President, respectively—manage the Cash Management System from the Debtor's headquarters in Palo Alto, California and implement cash management controls for entering, processing, and releasing funds. Additionally, the Debtor's corporate accounting personnel regularly reconcile the Debtor's books and records to ensure that all transfers are accounted for properly.

8. The Cash Management System facilitates the timely and efficient collection, management, and disbursement of funds. The Debtor estimates that total disbursements will average approximately $475,000 per month during this chapter 11 case. Because of the disruption that would result if the Debtor were forced to close its existing bank accounts, it is critical that the existing Cash Management System remain in place.

II. The Cash Management System

9. The Cash Management System is comprised of 14 bank and financial accounts (collectively, the "Accounts"), each of which is identified on **Exhibit 1** annexed to **Exhibit A** attached hereto.[3] The Accounts are held at Bluevine with banking services provided by Coastal Community Bank ("Bluevine/CCB"), Brex Treasury LLC ("Brex Treasury"), Brex with banking services provided by Column N.A. ("Brex/Column"), Community Federal Savings Bank ("CFSB"), Evolve Bank & Trust ("Evolve"), JPMorgan Chase Bank, N.A. (previously First Republic Bank) ("JPM"), Zero Hash LLC ("Zero Hash"), and Lewis & Clark Bank ("LCB"), (collectively, the "Banks"). The Cash Management System is based around the following Accounts:

Account	Bank/Platform	Account Description
Brex Cash x2991	Brex/Column	Primary operating account. Used for corporate cards, bill.com invoice payments, and payroll, among other things.
Brex Revenue x9671	Brex/Column	Collections account for funds received from clients invoiced by the Debtor. Funds that arrive here are transferred to either Brex Cash or Brex Treasury.
Brex Treasury x7028	Brex Treasury	Savings account that holds majority of the Debtor's cash to maximize interest earned. Periodic disbursements are made to Brex Cash as required to fund operations.
Solid Wallet Primary x1175	Lewis & Clark Bank	This is an account on the Solid Platform with Lewis & Clark Bank. Historically, the Debtor used this account as a test account for the Platform, which included routing corporate spend through this account to test card capabilities and limits. This account is no longer used for these purposes and has minimal activity.
Solid Reserve x0279	Lewis & Clark Bank	Reserve account at LCB related to the wind-down of the Debtor's relationship with sponsor bank, LCB.

[3] While, as of the Petition Date, the Cash Management System includes the 14 Accounts, in the ordinary course, the Debtor may close existing accounts or open new Accounts.

Operating x0260	Lewis & Clark Bank	Operating account at LCB. This account receives inflows from LCB for credit card processing revenue and deposit annual percentage yield revenue. These inflows are periodically moved to the Brex Cash account.
FinTech Reserve x3930	Lewis & Clark Bank	Customer reserve account at LCB. This account contains reserve funds held by the Debtor on behalf of its customers. Amounts in this account are not Debtor funds and are listed as a liability on the Debtor's balance sheet.
Collateral Account x8750	Lewis & Clark Bank	Reserve account at LCB related to the wind-down of the Debtor's relationship with sponsor bank, LCB.
Evolve Corporate Reserve x7890	Evolve Bank & Trust	Reserve account at the Debtor's prior sponsor bank, Evolve. In accordance with the terms of the agreement between Evolve and the Debtor, the Debtor indemnified Evolve against legal claims related to the Debtor's business program. After termination of the Debtor's relationship with Evolve, this reserve Account was established to reserve funds to cover potential legal expenses arising from ongoing claims in which both Evolve and the Debtor are named as co-defendants. In accordance with the terms of the agreement between Evolve and the Debtor, the Debtor previously indemnified Evolve against any legal claims related to the Debtor's business program. This Account currently holds approximately \$20,000-\$30,000 and, pre-petition, was periodically charged by Evolve with respect to its attorney fees for indemnified legal matters.
JPM Treasury x1948	JPMorgan Chase Bank, N.A.	This is the Debtor's old high yield treasury account. After First Republic Bank was acquired by JPM, the Debtor switched its primary banking relationship to Brex. This account has minimal ongoing activity.
JPM Checking x6694	JPMorgan Chase Bank, N.A.	This is a checking account that was opened alongside the JPM Treasury high yield account. After First Republic Bank was acquired by JPM, the Debtor switched its primary banking relationship to Brex. This account has minimal ongoing activity.
Bluevine Testing Account	Bluevine/CCB	Originally opened for testing purposes of the Solid Platform. This Account has minimal ongoing activity with a balance as of the Petition Date of approximately \$862.
CFSB Testing Account x0338	Community Federal Savings Bank	Originally opened for testing purposes of the Solid Platform. This Account has minimal

		ongoing activity with a balance as of the Petition Date of approximately $5,000.
Zero Hash Account (Account Group 6D7HNP)	Zero Hash	Collateral account with cryptocurrency and cash liquidity reserve, containing $242,216 in cash and 0.01932 in ETH cryptocurrency tokens. Zero Hash was engaged by the Debtor in 2022 as a vendor to provide Crypto-as-a-Service functionality to the Debtor's clients and their end-users. Ultimately, the vendor agreement between the Debtor and Zero Hash was terminated, but the minimal ETH amounts and cash remain in the Account.

A. Operational Accounts

10. The Debtor's primary operational accounts are its Brex/Column accounts, Brex Cash x2991 and Brex Revenue x9671.[4] While these Accounts are referred to as Brex accounts, the Brex Cash and Brex Revenue Accounts are held with Column, N.A., Member FDIC. The Debtor also holds the majority of its funds with Brex Treasury in Account, Brex Treasury x7028. Brex Treasury x7028 is a mutual funds savings account that earns a substantial interest rate of more than 3% on the approximate $5 million held by the Debtor in that Account.

B. Sponsor Bank Relationships (LCB and Evolve) and Related Accounts

Lewis and Clark Bank

11. In 2023, the Debtor entered in a Master Services Agreement with LCB ("LCB MSA"), pursuant to which LCB became a Debtor sponsor bank. As a result of that relationship, five Debtor Accounts with LCB were ultimately opened. Solid Wallet Primary x1175 is a testing Account on the Solid Platform with LCB that was used historically by the Debtor to perform tests of the Platform's functionality, including routing corporate spend through this Account to test card capabilities and limits. Given the termination and current wind-down of the Debtor's relationship

[4] Prior to Brex, the Debtor's main operational Accounts were JPM Treasury x1948 and JPM Checking x6694.

with LCB, Solid Wallet Primary x1175 is no longer used for testing purposes and has minimal activity. Operating x0260 is the Debtor's operating account at LCB, which receives inflows from LCB for credit card processing revenue and deposit annual percentage yield revenue related to the Debtor's customers' transactions and pursuant to the LCB MSA. These inflows are periodically moved to the Brex Cash account.

12. FinTech Reserve x3930 is an LCB Account in the Debtor's name, but which exclusively holds Debtor customer reserve funds (*i.e.*, the Debtor's customers primarily being fintech programs and platforms that utilize the Solid Platform and the Debtor's API to launch and scale financial products, including to open accounts, issue cards and initiate payment wrapped around compliance management and fraud monitoring services). The funds held in the Fintech Reserve Account are not Debtor funds and are listed as a liability on the Debtor's balance sheet. The Debtor maintains an accounting of customer reserve funds in the FinTech Reserve Account, and no Debtor corporate funds are held in this Account. In winding down its LCB sponsor bank relationship and its customer base, the Debtor is in the process of returning reserve funds to the appropriate customer, less any unpaid invoices, fraud losses, or other charges.

13. Solid Reserve x0279 was established and designated specifically to support the orderly wind-down of the Debtor's program in partnership with LCB. This Solid Reserve Account currently holds $500,000, but the Debtor cannot access or transfer such amount until such time that it completes certain tasks related to the LCB wind-down. The Debtor, however, anticipates that $400,000 will be transferred from the Solid Reserve Account to a liquid Account on or before May 31, 2025—the date that the Debtor's relationship with LCB is scheduled to formally conclude. In accordance with the Debtor and LCB's wind-down plan, the remaining $100,000 is anticipated to be released and transferred to a liquid Debtor Account within 90 days after May 31, 2025.

14. Similarly, Collateral Account x8750 holds $1.5 million and is also a reserve account being held by LCB until certain steps are taken with respect to the wind-down of the Debtor's program at LCB. In accordance with the Debtor and LCB's wind-down plan, the Debtor anticipates the transfer of $1 million from the Collateral Account to a liquid Account on or around April 15, 2025 with the remaining funds to be transferred on or before May 31, 2025.

15. With respect to the Solid Reserve x0279 and Collateral Account x8750, LCB holds a first priority security interest in each Account pursuant to the LCB MSA and that certain letter agreement between LCB and the Debtor, dated October 11, 2023.

Evolve Bank & Trust Corp.

16. Evolve was the Debtor's prior sponsor bank from 2021 through 2023. As part of the banking relationship agreement between Evolve and the Debtor, the Debtor indemnified Evolve against legal claims related to the Debtor's business program (on the terms set forth in the parties' agreement). Evolve Corporate Reserve x7890 is a reserve Account held at Evolve that was established to reserve funds to cover potential legal expenses arising from ongoing claims in which both Evolve and the Debtor are named as co-defendants. This Account currently holds approximately $20,000-$30,000 and, pre-petition, was periodically charged by Evolve with respect to its attorney fees for indemnified legal matters.

C. Testing Accounts and Zero Hash Account

17. The Bluevine Testing Account and CFSB Testing Account x0338 were opened for the purpose of testing the Solid Platform with other potential sponsoring banks. Currently, however, these Accounts have minimal activity and low balances of approximately $862 and $5,000, respectively, as of the Petition Date.

18. Zero Hash was engaged by the Debtor as a vendor pursuant to that certain Licensing and Cooperation Agreement, executed by the Debtor and Zero Hash on March 18, 2022. Zero

Hash served as the Debtor's cryptocurrency infrastructure provider, enabling the Debtor to offer its clients and their end-users access to digital asset products. Specifically, Zero Hash provided Crypto-as-a-Service functionality, including the ability to buy, sell, send, receive, and hold cryptocurrency, along with custody, settlement, and liquidity services. The Zero Hash agreement was terminated on December 14, 2022.

19. The Zero Hash Account currently contains 0.01932 ETH (approximately $28 USD as of the Petition Date) and $242,000 in corporate Debtor funds. The ETH token balance is the result of internal testing of ETH liquidity on the platform, while the U.S. dollar funds were originally intended to support liquidity for end-user cryptocurrency transactions (*i.e.*, to facilitate both buy and sell orders). These Account funds were not returned to the Debtor after termination of the Zero Hash agreement. The Debtor has been in contact with Zero Hash's auditors in an effort to transfer these funds into another Debtor Account.

III. Compliance with U.S. Trustee Guidelines

20. The Debtor understands that the Banks are not designated as authorized depositories by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), pursuant to the Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees (the "U.S. Trustee Guidelines").

21. The Debtor seeks an interim waiver of the investment requirements of 11 U.S.C. § 345 pursuant to Local Rule 2015-1(b). There are more than 200 creditors in this case, and for the reasons set forth herein, cause exists to grant an interim waiver until a hearing can be held on the Debtor's request for a waiver.

22. The Debtor will inquire whether the Banks are willing to become a party to a uniform depository agreement (a "UDA") with the U.S. Trustee. In the event that a Bank is not

willing to become a party to a UDA, the Debtor requests an extension of time to comply with the requirements of 11 U.S.C. § 345.

IV. Intercompany Transactions

23. In the ordinary course of business, the Debtor has, historically, engaged in routine business transactions (the "Intercompany Transactions") with non-Debtor wholly-owned subsidiary, Solid Financial Technologies Private Limited ("Solid India"). These Intercompany Transactions result in intercompany receivables and payables (the "Intercompany Claims"). Accordingly, at any given time there may be Intercompany Claims owing by the Debtor to Solid India, a non-Debtor affiliate.

24. The Debtor and Solid India are parties to that certain Contractor Software Development & Applications in the Areas of Financial Services Software Agreement, dated January 31, 2020 (the "Solid India MSA"). Through the Solid India MSA, Solid India provided certain consulting and technical services to the Debtor related to software services, such as design, development, implementation, maintenance, and database security. After provision of services pursuant to the Solid India MSA, Solid India would send, on a monthly basis, a detailed description of the services provided by Solid India to the Debtor and a corresponding request for payment of such services based on the amounts set forth in the Solid India MSA. After review of the requested amounts and services provided, the Debtor would wire the corresponding payment amount to Solid India.

25. The Debtor seeks authority to continue engaging in Intercompany Transactions with its non-debtor affiliate in the ordinary course of business during this chapter 11 case. On a monthly basis pre-petition, the Debtor paid Solid India $52,000 a month for salaries, payroll taxes, and benefits related to 18 Solid India employees who provide services to the Debtor under the Solid India MSA. Solid India and its employees are critical to the success of the Debtor's business.

Without payment of current pre-petition amounts owing to Solid India in the amount of no more than $52,000, Solid India will not be in a position to continue providing services to the Debtor pursuant to the Solid India MSA, which are critical to a successful transition for the Debtor into its chapter 11 case.

26. Accordingly, the Debtor seeks authority, but not direction, to continue the Intercompany Transactions, and requests, pursuant to sections 105(a), 503(b)(1) and 364(b) of the Bankruptcy Code, that postpetition Intercompany Claims resulting from ordinary course Intercompany Transactions be accorded administrative priority.

V. Bank Fees

27. In the ordinary course, only JPM and LCB charge, and the Debtor pays, honors, or allows the deduction from the appropriate account, certain service charges and other fees, costs, and expenses (collectively, the "Bank Fees"). Historically, the Debtor only pays Bank Fees to (i) JPM in the amount of $95 per month; and (ii) LCB in the amount of $10,000 per month. To maintain the integrity of its Cash Management System, the Debtor requests authority to pay any prepetition Bank Fees for prepetition transactions that are charged postpetition and to continue to pay the Bank Fees in the ordinary course postpetition. The Debtor also requests that the Bank be authorized to charge-back returned items to the Accounts, irrespective of whether the applicable sale transaction occurred before, on, or subsequent to the Petition Date, in the ordinary course.

VI. Business Forms

28. As part of its Cash Management System, the Debtor utilizes various preprinted business forms (the "Business Forms") in the ordinary course. To minimize expenses to its estate and avoid confusion during the pendency of this chapter 11 case, the Debtor requests that the Court authorize the Debtor's continued use of all existing preprinted correspondence and business forms (including, without limitation, letterhead and preprinted checks) as such forms were in existence

immediately before the Petition Date, without reference to the Debtor's status as debtor in possession, rather than requiring the Debtor to incur the expense and delay of ordering entirely new business forms.

Basis for Relief

I. Maintaining the Existing Cash Management System Is Essential to Maximizing the Value of the Debtor's Estate

29. The U.S. Trustee Guidelines require debtors in possession to, among other things: (a) establish one debtor-in-possession bank account for all estate monies required for the payment of taxes, including payroll taxes; (b) close all existing bank accounts and open new debtor-in-possession accounts; (c) maintain a separate debtor-in-possession account for cash collateral; and (d) obtain checks that bear the designation "debtor in possession" and reference the bankruptcy case number and type of account on such checks. These requirements are designed to provide a clear line of demarcation between prepetition and postpetition claims and payments and help protect against the inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the Petition Date.

30. Considering, however, the cash management system that the Debtor has in place for the transfer and distribution of funds, which ties into the Debtor's existing corporate accounting and cash forecasting reporting, enforcement of this provision of the U.S. Trustee Guidelines during this chapter 11 case would disrupt the Debtor's ability to efficiently administer its chapter 11 case. Accordingly, the Debtor respectfully requests that the Court allow it to operate each of the Accounts as they were maintained in the ordinary course before the Petition Date.

31. Continuation of the Cash Management System is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes the debtor in possession to "use property of the estate in the ordinary course without notice or a hearing." Bankruptcy courts

routinely treat requests for authority to continue utilizing existing cash management systems as a relatively "simple matter." *In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). Additionally, courts in this district have noted that an integrated cash management system "allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash." *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff'd in part and rev'd in part*, 997 F.2d 1039 (3d Cir. 1993). The United States Court of Appeals for the Third Circuit has agreed, emphasizing that requiring a debtor to maintain separate accounts "would be a huge administrative burden and economically inefficient." *Columbia Gas*, 997 F.2d at 1061; *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (noting that maintaining an existing cash management system allows debtors "to administer more efficiently and effectively its financial operations and assets").

II. Maintaining the Existing Cash Management System Will Not Harm Parties in Interest

32. The Debtor's continued use of its Cash Management System will facilitate the Debtor's transition into chapter 11 by, among other things, avoiding administrative inefficiencies, expenses, and distraction associated with disrupting this system and minimizing delays in the payment of postpetition obligations. The Debtor respectfully submits that parties in interest will not be harmed by the Debtor's maintenance of its existing Cash Management System, including maintenance of the Accounts, because the Debtor has implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of obligations incurred before the Petition Date.

33. Specifically, with the assistance of its advisors, the Debtor has implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtor's Chief Executive Officer or President. In light of such protective

measures, the Debtor submits that maintaining the Cash Management System is in the best interests of its estate and creditors.

III. Authorizing the Debtor to Continue Using Debit and Wire Is Warranted

34. The Debtor requests that the Court grant further relief from the U.S. Trustee Guidelines to the extent they require the Debtor to make all disbursements by check. In particular, the U.S. Trustee Guidelines require that all receipts and all disbursements of estate funds must be made by check with a notation representing the reason for the disbursement. If the Debtor's ability to conduct transactions by debit, wire or other similar methods is impaired, the Debtor's day-to-day activities may be unnecessarily disrupted, and its estate will incur additional costs.

IV. Authorizing the Banks to Continue to Maintain, Service, and Administer the Accounts in the Ordinary Course Is Warranted

35. The Debtor respectfully requests that the Court authorize the Banks 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. In this regard, the Banks should be authorized to receive, process, honor, and pay any and all checks and other instructions and drafts payable through, drawn, or directed on such Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto; *provided that* any check, draft, or other notification that the Debtor advises the Banks to have been drawn, issued, or otherwise presented before the Petition Date may be honored by the Banks only to the extent authorized by order of the Court.

36. The Debtor further requests that the Court authorize the Banks to accept and honor all representations from the Debtor as to which checks, drafts or wires should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts

or wires are dated before or subsequent to the Petition Date. The Debtor also requests that, to the extent a Bank honors a prepetition check or other item drawn on any account either: (a) at the direction of the Debtor; (b) in a good-faith belief that the 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, such Bank will not be deemed to be liable to the Debtor or to its estate on account of such prepetition check or other item honored postpetition. The Debtor respectfully submits that such relief is reasonable and appropriate because the Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

37. Moreover, the Debtor requests that the Court authorize the Debtor to pay any prepetition Bank Fees for prepetition transactions that are charged postpetition and authorize the Banks to: (a) continue to charge the Debtor the Bank Fees; and (b) charge-back returned items to the Accounts, whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course.

38. Courts in this district have regularly waived the U.S. Trustee Guidelines on the grounds that they may be potentially disruptive to a debtor's postpetition business operations and restructuring efforts. *See*, *e.g.*, *In re Joann Inc.*, Case No. 25-10068 (CTG) (Bankr. D. Del. Jan. 16, 2025) (authorizing debtors' continued use of existing cash management system and bank accounts); *In re Big Lots, Inc.*, Case No. 24-11967 (JKS) (Bankr. D. Del. Sept. 10, 2024) (same); *In re Franchise Group, Inc.*, Case No. 24-12480 (JTD) (Bankr. D. Del. Nov. 6, 2024); *In re First Mode Holdings, Inc.*, Case No. 24-12794 (KBO) (Bankr. D. Del. Dec. 17, 2024) (same).[5]

[5] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtor's proposed counsel.

V. The Court Should Authorize the Debtor to Continue Using Its Existing Business Forms

39. To avoid disruption of the Cash Management System and unnecessary expense, pursuant to Local Rule 2015-1(a), the Debtor requests authorization for the continued use of existing business forms (including, without limitation, preprinted checks) substantially in the form existing immediately before the Petition Date, without reference to its status as debtor in possession. The Debtor submits that parties in interest will not be prejudiced if the Debtor is authorized to continue to use its business forms substantially in the forms existing immediately before the Petition Date. Such parties will undoubtedly be aware of the Debtor's status as debtor in possession and, thus, changing business forms is unnecessary and would be unduly burdensome.

40. In other chapter 11 cases, courts in this district have allowed debtors to use their prepetition business forms without the "debtor in possession" label. *See*, *e.g.*, *In re Joann Inc.*, Case No. 25-10068 (CTG) (Bankr. D. Del. Jan. 16, 2025); *In re Big Lots, Inc.*, Case No. 24-11967 (JKS) (Bankr. D. Del. Sept. 10, 2024); *In re Franchise Group, Inc.*, Case No. 24-12480 (JTD) (Bankr. D. Del. Nov. 6, 2024); *In re First Mode Holdings, Inc.*, Case No. 24-12794 (KBO) (Bankr. D. Del. Dec. 17, 2024).[6]

VI. Cause Exists to Permit Continued Use of Intercompany Transactions and Postpetition Intercompany Claims Should be Given Administrative Expense Status

41. As described above, the Debtor enters into certain Intercompany Transactions in the ordinary course of business and such Intercompany Transactions are integral to the Debtor's operations. If the Intercompany Transactions were to be discontinued, the Debtor's operations and related administrative controls would be disrupted, causing irreparable harm to the Debtor.

[6] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtor's proposed counsel.

42. The continuation of the Intercompany Transactions will not prejudice the Debtor's estate or its creditors. Among other things, the Intercompany Transactions are part of the normal course operations of the Debtor's business, which allows the Debtor enterprise as a whole to function more effectively and efficiently, thereby benefitting all of the Debtor's stakeholders. Further, the Debtor maintains strict records of transfers of cash and can ascertain, trace, and account for all such Intercompany Transactions. With respect to the Debtor's request to pay Solid India up to $52,000 for prepetition services provided to the Debtor pursuant to the Solid India MSA (specifically with such payment to be utilized by Solid India to pay its employees' wages, payroll taxes and benefits), such payments are part of the Debtor's ordinary course of business with Solid and are necessary to ensure a smooth transition for the Debtor into this chapter 11 case. Moreover, the prepetition payment would be capped at $52,000, which in light of the Debtor's assets (and in particular its more than $5 million of unencumbered cash on hand), the Debtor believes is reasonable and not prejudicial to creditors. Whereas the failure to make this payment to Solid India may result in irreparable damage to the Debtor should the non-payment of the prepetition amounts result in employee attrition at Solid India. Accordingly, the Debtor believes that continuation of the Intercompany Transactions, and payment of any outstanding prepetition amounts owed to Solid India up to $52,000, is in the best interests of the Debtor's estate and creditors.

43. Because the Debtor engages in Intercompany Transactions on a regular basis and such transactions are common among similar enterprises, the Debtor believes the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and, therefore, do not require the Court's approval. Yet, precisely because of their routine nature, the continuation of such transactions is integral to the Debtor's ability to operate its business. Accordingly, out of an abundance of caution, the Debtor is seeking express

authority to engage in Intercompany Transactions postpetition. If the Intercompany Transactions were discontinued, the Debtor's ordinary course operations would be disrupted, thereby prejudicing the Debtor's ability to maximize value through these proceedings.

44. Additionally, the Debtor respectfully requests that, pursuant to sections 105(a), 503(b)(1), 507(b), and 364(a) of the Bankruptcy Code, all Intercompany Claims arising from postpetition Intercompany Transactions be granted administrative expense status. This relief requested will ensure that Solid India, a non-Debtor affiliate, is assured payment for services provided to the Debtor postpetition that provide actual and necessary benefits to the Debtor's estate.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

45. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date "to the extent that relief is necessary to avoid immediate and irreparable harm." For the reasons discussed above, authorizing the Debtor to maintain its Cash Management System and granting the other relief requested herein is integral to the Debtor's ability to transition its operations into this chapter 11 case. Failure to receive such authorization and other relief during the first 21 days of this chapter 11 case would severely disrupt the Debtor's ability to administer its estate at this critical juncture. For the reasons discussed herein, the relief requested is necessary in order for the Debtor to preserve and maximize the value of the Debtor's estate for the benefit of all stakeholders. Accordingly, the Debtor submits that it has satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

Reservation of Rights

46. Nothing contained in this Motion or any actions taken by the Debtor pursuant to relief granted in the Interim Order and Final Order is intended or should be construed as: (a) an admission as to the validity of any particular claim against the Debtor; (b) a waiver of the Debtor's

rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtor's rights 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 this Motion are valid, and the Debtor expressly reserves its right to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtor's rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

47. To implement the foregoing successfully, the Debtor requests that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtor has established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

48. The Debtor will provide notice of this Motion to: (a) the Office of the U.S. Trustee for the District of Delaware; (b) the holders of the 20 largest unsecured claims against the Debtor; (c) the Subchapter V Trustee; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the state attorney general for California; (h) the Debtor's Banks; and (i) any party that requests service pursuant to Bankruptcy Rule 2002. As the Motion is seeking "first day" relief, within two business days after the hearing on the Motion, the Debtor will serve copies of the Motion and any

order entered respecting the Motion as required by Local Rule 9013-1(m)(iv). The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtor respectfully requests that the Court enter the Interim Order and Final Order granting the relief requested herein and such further relief as the Court deems appropriate under the circumstances.

Dated: April 9, 2025
Wilmington, Delaware

WOMBLE BOND DICKINSON (US) LLP

/s/ Marcy J. McLaughlin Smith

Matthew P. Ward (DE Bar No. 4471)
Todd A. Atkinson (DE Bar No. 4825)
Marcy J. McLaughlin Smith (DE Bar No. 6184)
1313 North Market Street, Suite 1200
Wilmington, Delaware 19801
Telephone: (302) 252-4320
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Proposed Counsel to the Debtor

EXHIBIT A

Proposed Interim Order

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. _____**

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 this Court may enter a final order 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 this Court having found that

[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.

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 _________, 2025, at__:__ _.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 _________, 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 within 15 days 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, in accordance with its prepetition practices 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.

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

EXHIBIT B

Proposed Final Order

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. _____**

FINAL 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 a final order (this "Final 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 this Court may enter a final order 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

[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.

in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and 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 a final basis as set forth herein.

2. The Debtor is authorized, in its sole discretion, to: (a) continue operating the Cash Management System; (b) honor its prepetition obligations related thereto; and (c) utilize existing business forms in the ordinary course of business, consistent with historical practice.

3. The Debtor is further authorized, in its sole discretion, to: (a) continue to use, with the same account numbers, the Accounts in existence as of the Petition Date; (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 a 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.

4. 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.

5. All banks provided with notice of this Final 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.

6. 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.

7. Subject to the terms set forth herein, including without limitation Paragraph 5 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.

8. 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 Final 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 Final Order.

9. 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.

10. 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 Final Order.

11. 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).

12. 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 within 15 days 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.

13. 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, U.S. Trustee, the Subchapter V Trustee, and any statutory committee appointed in this chapter 11 case.

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

15. 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.

16. 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 Final 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.

17. 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.

18. Except as provided otherwise in paragraph 17 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.

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

20. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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 Final 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.

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

22. 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.

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

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

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