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) **Hearing Date: May 6, 2025 at 11:30 a.m. (ET)** **Objection Deadline: April 29, 2025 at 4:00 p.m. (ET)**

APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER UNDER 11 U.S.C. §§ 327, 328, 330 AND 331 AUTHORIZING THE EMPLOYMENT AND RETENTION OF ROCK CREEK ADVISORS, LLC, AS FINANCIAL ADVISOR AND SALES AGENT FOR THE DEBTOR, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

Solid Financial Technologies, Inc., as debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"),[2] hereby submits this application (this "Application") for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), pursuant to sections 327(a), 328, 330 and 331 of title 11 of the United States Code, §§ 101 – et seq. (the "Bankruptcy Code"), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-2 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), authorizing the employment and retention of Rock Creek Advisors, LLC ("Rock Creek") as financial advisor and

[1] The Debtor in this Chapter 11 Case, its jurisdictions 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 application and the Debtor's chapter 11 case, are set forth in greater detail in the *Declaration of Arjun Thyagarajan in Support of the Debtor's Chapter 11 Petition, First Day Motions and Related Filings* [Doc. No. 12] (the "First Day Declaration"), filed on April 9, 2025.

sales agent for the Debtor, *nunc pro tunc* to the Petition Date in the above-captioned chapter 11 case (the "Chapter 11 Case"). In support of this Application, the Debtor relies on the *Declaration of Brian Ayers* (the "Ayers Declaration"), attached hereto as **Exhibit C** and incorporated herein by reference. In further support of this Application, the Debtor respectfully states as follows:

JURISDICTION AND VENUE

1. 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. The Debtor confirms its consent, pursuant to Bankruptcy Rule 7008 and Local Rule 9013-1(f), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

3. The bases for relief requested herein are Bankruptcy Code sections 327(a), 328, 330 and 331, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-2.

BACKGROUND

4. On April 7, 2025 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code as a debtor defined in Bankruptcy Code section

1182(1), and the Debtor 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").

5. The Debtor continues to operate its business and manage its properties as a debtor and debtor in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

6. On April 8, 2025, the United States Trustee appointed Jami Nimeroff, Esq. to serve as the Subchapter V trustee (the "Subchapter V Trustee") in this case pursuant to Bankruptcy Code section 1183(a). No other trustee, examiner, or official committee of unsecured creditors has been appointed in the Chapter 11 Case.

7. As more specifically set forth in the First Day Declaration, the Debtor is a financial technology company operating a Banking-as-a-Service (BaaS) business model that enables its clients (usually fintech and software companies) to embed financial products into their applications or platforms. The Debtor commenced this Chapter 11 Case to maximize the value of its assets through a robust marketing process followed by a sale, licensing, chapter 11 plan, and/or other transaction.

RELIEF REQUESTED

8. By this Application, the Debtor seeks entry of an order authorizing the Debtor to retain and employ Rock Creek as its financial advisor and sales agent in accordance with this Application and the terms and conditions of that certain engagement letter dated as of March 31, 2025 (the "Engagement Letter") attached hereto as **Exhibit B**, effective *nunc pro tunc* to the Petition Date.

SERVICES TO BE PROVIDED

9. Pursuant to the Engagement Letter, the Debtor seeks to retain Rock Creek to provide, among other things, the following financial advisory services, if and to the extent requested:

(a) Assist the Debtor in evaluating strategic restructuring alternatives;

(b) Assist the Debtor with preparation of a 13-week cash forecast including professional fees related to potential restructuring alternatives;

(c) Assist the Debtor and its counsel in negotiations with various parties-in-interest;

(d) Provide guidance to the Debtor in completing the necessary schedules to accompany restructuring alternatives;

(e) Assist the Debtor with the preparation of data in order to prepare the petition, schedules, pleadings and fiduciary filings required in a bankruptcy proceeding;

(f) Assist the Debtor and counsel to provide the Debtor and/or the court any information necessary to confirm and consummate a plan in a bankruptcy proceeding; and

(g) Support the Debtor in such matters as the board of directors of the Debtor shall request or require from time to time.

10. Additionally, as set forth in the Engagement Letter, the Debtor seeks to retain Rock Creek to conduct a going concern sale process for the Debtor as its sales agent. Under the Engagement Letter, in consideration for the compensation contemplated thereby, Rock Creek has

provided and has agreed to provide the Debtor with, among other things, the following services as sales agent:

(a) Develop a list of available assets for sale, including fixed assets, contracts, inventory, IP, accounts receivable, licenses, tax assets (NOLs and ERTC), and intangibles;

(b) Prepare a sale memo providing notice of the sale to help market the Debtor's assets;

(c) Develop a select target list of potential buyers, with input from the Debtor;

(d) Organize due diligence materials in a confidential virtual data room;

(e) Collect and assist in execution of NDAs as interested parties seek access to confidential information;

(f) Assist the Debtor to determine if an auction or date certain term sheets deadline will maximize value;

(g) Manage the sale process and due diligence inquiries of interested parties to help facilitate bids/term sheets;

(h) Set up bidding and auction/term sheet procedures and share with interested parties;

(i) Assist in qualifying bidders for the process ("Qualified Bidders");

(j) Communicate rules of the auction/term sheets to Qualified Bidders and their agents;

(k) Assist the Debtor and its legal counsel with preparation and/or negotiation of the bid term sheets for Qualified Bidders to participate in the sale process;

(l) Collect and hold the deposits for Qualified Bidders;

(m) Assist the Debtor and its legal counsel with preparation and/or negotiation of one or more asset purchase agreements ("APA") and related transaction documents;

(n) If an APA is provided by the Debtor in advance of the auction/term sheet deadline, work with the Debtor and Qualified Bidders to accept major terms of the APA as a required part of their respective bids;

(o) Run the auction on the proposed auction date, if appropriate;

(p) Return deposits to non-winning parties once the transaction has closed in accordance with bid procedures; and

(q) Facilitate the closing of the transaction(s) with the winning bidder(s)

11. These services are necessary to enable the Debtor to maximize the value of its estate as contemplated through the sale process set forth in the *Debtor's Motion for Entry of an Order (I) Approving the Bidding Procedures, (II) Approving Certain Bidding Protections in Connection with the Sale of the Debtor's Assets, (III) Scheduling the Bid Deadline and the Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Doc. No. 24] filed on April 15, 2025.

12. Rock Creek's appointment as financial advisor and sales agent will provide the Debtor with experienced professionals and services that are essential to successfully administer the Chapter 11 Case. To the extent that the Debtor requests additional advisory services, Rock Creek will amend the Engagement Letter accordingly and seek approval of the Court for Rock Creek's engagement for such additional services. Rock Creek may provide additional personnel as the Debtor may request to assist in performing the services described above and such other services as may be agreed to, on such terms and conditions and for such compensation as the Debtor and Rock Creek shall agree.

ROCK CREEK'S QUALIFICATIONS

13. Rock Creek is comprised of leading industry professionals with significant experience in the financial, sales and administrative aspects of complex chapter 11 cases. The firm's professionals have experience in financing, financial advisory, sales agent work, claims administration, reporting, and providing testimony. Rock Creek also has significant experience in facilitating all other administrative aspects of chapter 11 cases of this size and complexity. Notably, Rock Creek's professionals have acted as the financial advisors or sales agents in: *In re Kologik, LLC*, Case No. 24-10311 (Bankr. M.D. La. April 25, 2024); *In re 8e14 Networks, Inc. d/b/a Ananda Networks*, Case No. 22-10708 (BLS) (Bankr. D. Del. September 6, 2022); *In re Retrotope*, Case No. 22-10228 (JTD) (Bankr. D. Del. May 13, 2022); *In re Tix Corp.*, Case No. 21-14170 (Bankr. D. Nev. Aug. 24, 2021); *In re VTES, Inc., et al.*, No. 20-12941 (JLG) (Bankr. S.D.N.Y. Feb. 24, 2021); *In re Barfly Ventures, LLC*, Case No. 20-01947 (JWB) (Bankr. W.D. Mich. June 6, 2020); *In re NinePoint Medical, Inc.*, Case No. 20-12618 (KBO) (Bankr. D. Del. Oct 16, 2020); *In re JRV Group USA L.P.*, Case No. 19-11095 (CSS) (Bankr. D. Del. May 12, 2019); *In re Sedgwick LLP*, Case No. 18-31087 (HLB) (Bankr. N.D. Cal. Oct. 2, 2018).

14. Accordingly, the Debtor believes that Rock Creek is well qualified to perform the financial advisory and sales agent services contemplated by the Engagement Agreement and represent the Debtor's interests in this Chapter 11 Case.

NO DUPLICATION OF SERVICES

15. The Debtor believes that the services provided by Rock Creek will not duplicate the services that other professionals will be providing to the Debtor in this Chapter 11 Case.

Specifically, Rock Creek will carry out unique functions directly related to the financial advisory and sales agent services specifically outlined in the Engagement Letter and will use reasonable efforts to coordinate with the Debtor and the other professionals retained in this Chapter 11 Case to avoid the unnecessary duplication of services.

PROFESSIONAL COMPENSATION

16. Rock Creek will seek the Court's approval of its compensation for professional services rendered and reimbursement of expenses incurred in connection with this Chapter 11 Case consistent with the proposed compensation set forth in the Application and the Engagement Letter and in compliance with Bankruptcy Code section 330, the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures or orders of the Court.

17. Rock Creek will maintain detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. Rock Creek's applications for compensation and expenses will be paid by the Debtor, pursuant to the terms of the Engagement Letter, in accordance with the procedures established by the Court.

18. Pursuant to the Engagement Letter and this Application, the Debtor proposes to compensate Rock Creek in accordance with the fee structure set forth therein and herein, and specifically for the services of Rock Creek professionals engaged on this matter. This fee structure consists of Rock Creek's customary hourly billing rates for financial advisory services, and a monthly fee and success fee for sales agent services.

19. In particular, the Engagement Letter contemplates that the aforementioned hourly billing rates will range from $275 to $610 for financial advisory services. These hourly rates are subject to periodic adjustment from time to time in accordance with Rock Creek's established billing practices and procedures. The current hourly rates charged by Rock Creek for professional services are as follows: (i) Managing Directors: $450 to $610 per hour; (ii) Managers and Senior Managers: $325 to $450 per hour; and (iii) Associates and Staff: $200 to $325 per hour. The professionals specifically assigned to this matter and their hourly rates are as follows:

(a) Brian Ayers, Managing Director, $495

(b) Chris Peirce, Vice President, $395

Rock Creek will provide notice of any rate increases to the Debtor, the U.S. Trustee, the Subchapter V Trustee, and any official committees and will file such notice with the Court.

20. Additionally, with respect to Rock Creek services as the Debtor's sales agent, the Engagement Letter contemplates the following fee structure: (i) a monthly fee in the amount of $30,000; and (ii) a two-tiered success fee (the "Success Fee"), consisting of 10% on total consideration paid by a buyer (Transaction Value defined in the Engagement Letter) up to $5,000,000 and 5% above this amount; provided, that the Success Fees will be 4% for transactions with certain parties[3] the Debtor has previously explored a transaction with prior to engaging Rock Creek.

[3] These parties are: (i) Piermont Bank, (ii) Transpeco Bank, (iii) Marqeta, and (iv) American Pride Bank. *See* Engagement Letter, p. 6.

21. In the event there are multiple transactions, the Success Fee will be paid on the sum total of all the transactions combined, due upon the closing and receipt of funds by the Debtor from any of those transactions. In this regard, the Success Fee will be paid only from cash proceeds actually received by the Debtor from one or more sales (including any sale under a chapter 11 plan), and any Success Fees related to contingent, delayed or escrow payments or noncash assets will be paid when the corresponding funds are actually received by the Debtor or when the Debtor's non-cash assets are liquidated to cash.

22. In addition to any fees that may be payable to Rock Creek, Rock Creek will be reimbursed for the reasonable and necessary out-of-pocket expenses incurred by Rock Creek professionals in connection with this engagement, such as travel, meals, accommodations and other expenses specifically related to Rock Creek's rendition of services on behalf of the Debtor; provided, that if any given expense exceeds $2,500, Rock Creek will seek approval from the Debtor before incurring such expense.

23. Rock Creek intends, as applicable, to file interim and final fee applications, in accordance with the procedures set forth in Bankruptcy Code sections 330 and 331, applicable provisions of the Bankruptcy Rules, the Local Bankruptcy Rules, and such other procedures that has or may be fixed by order of the Court. Rock Creek's applications for compensation and expenses will be paid by the Debtor pursuant to the terms of the Engagement Letter and any procedures established by the Court or otherwise. With respect to financial advisory services, the applications will include time records setting forth, in a summary format, a description of the

services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtor in tenth of an hour (0.1) increments.

24. In the ninety days prior to the Petition Date, the Debtor paid Rock Creek $50,000 for professional services performed and expenses incurred or expected to be incurred under the Engagement Letter. As of the Petition Date, Rock Creek had not exhausted the aforementioned payment amount.

25. The Debtor is advised that the terms of the Engagement Letter (including the fee structure), as set forth therein and in the Ayers Declaration, are reasonable and comparable to the compensation generally charged by other firms of similar stature to Rock Creek for comparable engagements, both in and out of bankruptcy. The Debtor is further advised that the foregoing compensation arrangement is both reasonable and market based and consistent with Rock Creek's normal and customary billing practices for comparably sized and cases, both in and out of Court, involving the financial advisory and sales agent services to be provided in this Chapter 11 Case.

26. Based on the Ayers Declaration, the Debtor understands that Rock Creek has no agreement with any other entity to share with such entity any compensation received by Rock Creek in connection with this Chapter 11 Case other than as permitted by Bankruptcy Code section 504.

ROCK CREEK'S DISINTERESTEDNESS

27. To the best of the knowledge, information, and belief of the Debtor, and except to the extent disclosed herein and in the Ayers Declaration, Rock Creek: (a) is a "disinterested person" within the meaning of Bankruptcy Code section 101(14), as modified by Bankruptcy Code

section 1107(b); (b) does not hold or represent an interest materially adverse to the Debtor or its respective creditors for the matters for which Rock Creek is to be employed; and (c) has no connection to the Debtor, its creditors, or related parties herein except as disclosed in the Ayers Declaration.

28. As of the Petition Date, Rock Creek does not hold a prepetition claim against the Debtor for services rendered.

29. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of Rock Creek's retention are discovered or arise, Rock Creek will use reasonable efforts to promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

INDEMNIFICATION

30. As set forth in the Engagement Letter, the Debtor has agreed, among other things, to indemnify and hold harmless Rock Creek and certain related parties in accordance with the indemnification provision set forth in the Engagement Letter (the "Indemnification Provision").

31. The Debtor believes such provisions are customary and reasonable for Rock Creek's engagement. Unlike the market for other professionals that the Debtor may retain, such provisions are standard terms of the market for financial advisors and sales agents. The Debtor believes that such provisions are comparable to those generally obtained by financial advisors and sales agents of similar stature to Rock Creek and for comparable engagements, both in and out of court.

32. Accordingly, as part of this Application, the Debtor requests that the Court approve the Indemnification Provision set forth in the Engagement Letter (as modified by the Proposed Order).

BASIS FOR RELIEF

33. Bankruptcy Code section 327(a) provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out their duties under this title." 11 U.S.C. § 327(a). Additionally, Bankruptcy Code section 328(a) provides, in relevant part, that the debtor "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis . . . ." 11 U.S.C. § 328(a).

34. The Debtor submits that the Court's approval of the retention of Rock Creek in accordance with the terms and conditions of the Engagement Letter is warranted. First, the requirements of Bankruptcy Code section 327 are satisfied. Rock Creek is needed post-petition to provide financial advisory and sales agent services contemplated by the Engagement Letter. The Debtor submits that Rock Creek is well-qualified to provide its services to the Debtor in a cost-effective, efficient, and timely manner.

35. Second, the Debtor believes that the compensation payable to Rock Creek pursuant to this Application and the Engagement Letter is fair and reasonable under the standards set forth in Bankruptcy Code section 328(a).

36. The Debtor submits that the employment of Rock Creek under the terms and conditions contained in the Engagement Letter will benefit the Debtor's estate and its creditors.

NOTICE

37. The Debtor will provide notice of this Application 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 state attorney general for California; and (g) any party that requests service pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtor respectfully requests the entry of an order in the form annexed hereto as **Exhibit A** (i) granting this Application, (ii) authorizing the Debtor to engage Rock Creek to provide financial advisory and sales agent services during the pendency of this Chapter 11 Case upon the terms and conditions contained in this Application and the Engagement Letter, and (iii) for such further relief as the Court deems just and proper.

Dated: April 15, 2025

Respectfully submitted,

Solid Financial Technologies, Inc.

/s/ Arjun Thyagarajan
Arjun Thyagarajan
Co-Founder and the Chief Executive Officer

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) **Hearing Date: May 6, 2025 at 11:30 a.m. (ET)** **Objection Deadline: April 29, 2025 at 4:00 p.m. (ET)**

NOTICE OF APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER UNDER 11 U.S.C. §§ 327, 328, 330 AND 331 AUTHORIZING THE EMPLOYMENT AND RETENTION OF ROCK CREEK ADVISORS, LLC, AS FINANCIAL ADVISOR AND SALES AGENT FOR THE DEBTOR, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

PLEASE TAKE NOTICE that on April 15, 2025, Solid Financial Technologies, Inc., as debtor and debtor in possession (the "Debtor") in the above captioned chapter 11 case, by and through its proposed undersigned counsel, filed the *Notice of Application of the Debtor for Entry of an Order Under 11 U.S.C. §§ 327, 328, 330 and 331 Authorizing the Employment and Retention of Rock Creek Advisors, LLC, as Financial Advisor and Sales Agent for the Debtor, Effective Nunc Pro Tunc to the Petition Date* (the "Application") with the United States Bankruptcy Court for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the Application must (i) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the District of Delaware, (ii) be filed with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **April 29, 2025 at 4:00 p.m. (ET)** (the "Objection Deadline"), and (iii) be served upon each of the following parties

[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.

on or before the Objection Deadline: (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, DE, 19801 Attn: Matthew P. Ward (matthew.ward@wbd-us.com, Marcy J. McLaughlin Smith (marcy.smith@wbd-us.com), and Todd Atkinson (todd.atkinson@wbd-us.com) (iii) the Subchapter V Trustee, Jami Nimeroff, Esq. (jnimeroff@brownnimeroff.com), Brown Nimeroff LLC, 919 N. Market Street, Suite 420, Wilmington, Delaware 19801; (iv) Office of The United States Trustee, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801, Attn: Hannah J. McCollum, Esq. (hannah.mccollum@usdoj.gov); and (v) to the extent not listed herein, those parties requesting notice pursuant to Rule 2002 of the Bankruptcy Rules (the "Notice Parties".

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Application, if required, will be held before the Honorable Brendan L. Shannon, United States Bankruptcy Judge for the District of Delaware, at the Bankruptcy Court, 824 North Market Street, 6th Floor, Courtroom 1, Wilmington, Delaware 19801 on **May 6, 2025 at 11:30 A.M. (ET)**.

IF NO OBJECTIONS TO THE APPLICATION ARE TIMELY MADE IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

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Dated: April 15, 2025
Wilmington, Delaware

WOMBLE BOND DICKINSON (US) LLP

/s/ Matthew P. Ward

Matthew P. Ward (DE Bar No. 4471)
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Proposed Counsel to the Debtor

EXHIBIT A

Proposed 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. __**

ORDER UNDER 11 U.S.C. §§ 327, 328, 330 AND 331 AUTHORIZING THE EMPLOYMENT AND RETENTION OF ROCK CREEK ADVISORS, LLC, AS FINANCIAL ADVISOR AND SALES AGENT FOR THE DEBTOR, EFFECTIVE *NUNC PRO TUNC* TO PETITION DATE

Upon the application (the "Application")[2] of the above-captioned debtor and debtor in possession (the "Debtor") authorizing the retention and employment of Rock Creek Advisors, LLC ("Rock Creek") as financial advisor and sales agent to the Debtor in this Chapter 11 Case pursuant to the terms set forth in the Application and the Engagement Letter and all as described more fully in the Application; and upon consideration of the Ayers Declaration submitted in support of the Application; and upon consideration of the record of this Chapter 11 Case, and the Court being satisfied based on the representations made in the Ayers Declaration that Rock Creek does not represent or hold any interest adverse to the Debtor or the Debtor's estate, and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of

[1] The Debtor in this Chapter 11 Case, its jurisdictions 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 defined herein shall have the meanings ascribed to them in the Application.

Delaware dated February 29, 2012; and it appearing that the Application is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of this Chapter 11 Case and of the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Application has been given under the circumstances, and that no other or further notice need be given; and it appearing that the employment of Rock Creek is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED as set forth herein.

2. The Debtor is authorized, pursuant to Bankruptcy Code sections 327(a) and 328, Bankruptcy Rule 2014 and Local Rule 2014-1, to employ and retain Rock Creek as the Debtor's financial advisor and sales agent, effective *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in the Application and the Engagement Letter attached to the Application as **Exhibit B**,[3] which terms and conditions of the Engagement Letter are approved and incorporated herein by reference, subject to the terms of this Order.

3. Rock Creek shall be compensated and reimbursed pursuant to Bankruptcy Code section 328(a) and in accordance with the terms of the Engagement Letter.

[3] Any term not explicitly defined herein shall have the meaning ascribed to it in the Application or Engagement Letter, as applicable.

4. Rock Creek shall file applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in Bankruptcy Code sections 330 and 331, such Bankruptcy Rules as may then be applicable, and any applicable orders and procedures of this Court. Rock Creek shall comply with all requirements of Bankruptcy Rule 2016(a) and Local Rule 2016-2, including all information and time keeping requirements of those rules.

5. To the extent that there may be any inconsistency between the terms of the Application or the Engagement Letter and this Order, the terms of this Order shall govern.

6. The Indemnification Provisions set forth in the Engagement Letter are approved, subject during the pendency of this case to the following:

(a) Rock Creek shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services, other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court;

(b) Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation to indemnify Rock Creek, or provide contribution or reimbursement to Rock Creek, for any claim or expense that is: (i) judicially determined (the determination having become final) to have arisen from Rock Creek's gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing; (ii) for a contractual dispute in which the Debtor alleges the breach of Rock Creek's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing, to be a claim or expense for which Rock Creek should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order; and

(c) If, before the earlier of (i) entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become final or no longer subject to appeal) or (ii) the entry of an order closing this Chapter 11 Case, Rock Creek believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Rock Creek must file an application for such payment in the Court, and the Debtor may not make such payment to Rock Creek before, after notice and a hearing, the Court enters an order approving such payment. This subparagraph (c) is intended only to govern the time period during which the Court shall have jurisdiction over any request for fees and expenses by Rock Creek for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Rock Creek. All parties in interest shall retain the right to object to any demand by Rock Creek for indemnification, contribution, or reimbursement.

7. To the extent the Debtor wishes to expand the scope of Rock Creek's services beyond those services set forth in the Application, Ayers Declaration, Engagement Letter or this Order, the Debtor shall be required to seek further approval from this Court.

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

9. The Debtor and Rock Creek are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

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

EXHIBIT B

Engagement Letter

March 31, 2025

Mr. Raghav Lal
Co-Founder & President
Solid Financial Technologies, Inc.
380 Portage Ave,
Palo Alto, CA 94306

Re: Engagement of Rock Creek Advisors, LLC

On behalf of Rock Creek Advisors, LLC ("Rock Creek"), I am writing to thank you for the opportunity to represent Solid Financial Technologies, Inc. ("Company", "Solid", "Client" or "you") in the matter described below.

This letter agreement ("Agreement") will outline the scope and nature of the services you have asked Rock Creek to provide (including any limitations in that regard) and the terms under which Rock Creek will provide those services.

Scope of Services

You are engaging Rock Creek to represent Solid in connection with certain services ("Services") as outlined in Exhibit A. We may agree with you to expand the scope of our representation, provided that any such change is confirmed with a written amendment to Exhibit A. To the extent we do expand the scope, our services will be subject to the terms and conditions established in this Agreement.

Fees

The fees for Rock Creek Services that you are agreeing to pay are outlined on Exhibit B of this Agreement ("Fees").

Expenses

Rock Creek shall be reimbursed on demand for all reasonable out of pocket expenses, including but not limited to, travel (including airfare, lodging, meals, rental cars, mileage, etc.), printing, copying, advertising, postage costs, trucking, disposal, third-party on-site labor, security, real estate brokerage fees (if applicable for replacement tenants and pre-approved by you) and any other reasonable costs incurred by Rock Creek in the course of activities or actions required or permitted by this Agreement; provided that reimbursement of expenses in excess of $2,500 (for any given expense) will require prior approval thereof by you together with submittal of substantiating documentation for each such expense acceptable to the you, acting reasonably. Rock Creek shall be reimbursed by you immediately upon receipt of Rock Creek's invoice.

Terms of Payment

Rock Creek will deliver invoices for Fees and expenses according to this Agreement. Invoices are due upon receipt.

In the event any invoice is not paid as required by this Agreement, Client agrees that Rock Creek will have the unconditional right at any time to discontinue further services in this matter. If such Services are terminated for any reason, Rock Creek will submit a final invoice, and the balance of all outstanding invoices, including the final invoice, shall be immediately due and payable.

Our engagement is not an audit, review, or compilation in accordance with Generally Accepted Accounting Principles. We will rely on the documentation and information provided by Client without audit or other verification. We wish to emphasize that our engagement is not designed for, and cannot be relied upon, to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, we will inform you of such matters that come to our attention.

File Retention

During Rock Creek's representation, any otherwise nonpublic information you supply to us will be kept confidential in accordance with Rock Creek's retention policy, applicable law, and the terms of this engagement Agreement. If requested, Rock Creek will return the files to you; we may do so in electronic form. Depending on the volume of material, we may charge you shipping costs for the return of paper files. If we cannot locate you to notify you at the end of the retention period, or if we notify you and you so instruct us, we will securely dispose of all materials in the file at the end of the retention period.

Client Responsibilities

By agreeing to and accepting our representation as described in this Agreement, you agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to our representation. You (including any of your representatives) agree to be available to attend meetings, conferences, and other proceedings on reasonable notice, and you agree to stay fully informed on all developments relating to all matters for which we have been engaged. You also agree to pay our statements for services rendered and charges in accordance with the terms of this Agreement. We reserve the right to withdraw from this matter if you fail to meet your obligations under this Agreement, including payment of Fees when due.

During our representation, we will be asking you for information and/or instructions from time to time. It is important that we receive your response in a timely manner. We may need to withdraw from representation if untimely responses to our requests persist.

It is important that we always maintain a current address for you. Please notify us promptly of any address change or any changes in your representation during or following the completion of the requested services as there may be a need to contact you to help maintain your rights. In any event, we will use the last address we have on record for you.

Protected Health Information

During our representation, you anticipate that we will not receive Protected Health Information, as defined in 45 C.F.R. § 160.103 of the regulations promulgated under the Health Insurance Portability and Affordability Act of 1996, as amended ("***PHI***"). By signing below, you agree that you will use commercially reasonable means to provide Rock Creek with advance written notice of any future disclosure of PHI so that the parties may enter into a business associate agreement as required by law.

Conflict of Interest

We have conducted an internal check of our records to determine whether representing you in this engagement would raise a conflict of interest as to one or more of our existing clients. It appears that no such conflict now exists. However, Rock Creek represents many other entities and individuals. It is possible that while we are representing you, some of our present or future clients will have disputes or transactions with the Company. If, as a result of a future dispute or transaction, a conflict with the interests of other clients arises we will address the conflict with you and the affected clients, and this may include the seeking of a waiver by you and the other affected parties, the provision of which will be at your discretion.

Arbitration
If any dispute, controversy, or claim arises in connection with the performance or breach of this Agreement either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in resolution of the matter and for no other purpose.

Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties. If the patties cannot resolve a dispute not related to fees through mediation, either party may pursue action in arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final, as permitted by the law of the applicable jurisdiction. In agreeing to arbitration, we both acknowledge that in the event of a dispute, each of us is giving up the right to have the dispute decided in a court of law before any judge or jury and instead are accepting the use of arbitration for resolution. Each party will bear its own costs of arbitration and both parties shall share equally the costs of the arbitrators.

Indemnification
By agreeing to the terms of this Agreement, you shall indemnify and hold harmless Rock Creek and its personnel from and against all claims by third parties and resulting damages, liabilities or losses (including costs and legal fees) arising out of or related to the Services described here that Rock Creek will perform. The preceding sentence shall not apply to the extent that the loss was caused by Rock Creek’s own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

Identification Number
Rock Creek’s tax identification number is 82-3649705. Please indicate your acceptance of the terms of this Agreement by signing and returning a copy of this Agreement. Delivery of this Agreement by facsimile or readable .pdf file shall be as effective as delivery of a manually executed counterpart of this Agreement.

This Agreement shall be governed by, interpreted under, and enforced in accordance with the laws of the State of Delaware (regardless of laws that might otherwise govern under applicable Delaware principles of conflicts of law) as to all matters, including, without limitation, matters of validity, construction, effect, performance and remedies.

If we do not receive the counter-signed Agreement within a reasonable time, we reserve the right to withdraw from further representation of you in this matter.

Please call me if you have any questions regarding anything in the foregoing Agreement.

Agreed and accepted,

james gansman

Jim Gansman
Managing Member
Rock Creek Advisors, LLC

Raghav Lal
Co-Founder & President
Solid Financial Technologies, Inc.

Exhibit A:

Rock Creek will provide the following Services:

I. Assisting the Company with financial advisory services, including but not limited to:
   - Assisting the Company in evaluating strategic restructuring alternatives;
   - Assisting the Company with preparation of a 13-week cash forecast including professional fees related to potential restructuring alternatives;
   - If necessary, assisting the Company in obtaining and negotiating debtor-in-possession financing;
   - Assisting the Company and its counsel in negotiations with various parties-in-interest;
   - Providing guidance to the Company in completing the necessary schedules to accompany restructuring alternatives;
   - Assisting the Company with the preparation of data in order to prepare the petition, schedules, pleadings and fiduciary filings required in the event the Company determines to commence a bankruptcy proceeding;
   - Assisting the Company and counsel to provide the Company and/or the court any information necessary to confirm and consummate a plan in the event the Company determines to commence a bankruptcy proceeding; and
   - Supporting the Company in such matters as the board of directors of the Company shall request or require from time to time.

II. Assisting the Company a marketing/sale process, including but not limited to:
   - Develop a list of assets available for sale, including fixed assets, contracts, inventory, IP, Account Receivables, licenses, tax assets (NOLs and ERTC), and intangibles;
   - Prepare a sale memo providing notice of sale to help market the assets;
   - With the help of the client, collect and identify all potential interested parties (“Interested Parties”) for the sale of the assets;
   - Organize due diligence materials in a confidential virtual data room;
   - Collect and assist in the execution of NDAs to share confidential information on the assets;
   - Assist the client to determine if an auction or date certain term sheets deadline will maximize value;
   - Manage the process and due diligence inquiries of Interested Parties to help facilitate bids/term sheets;
   - Set up bidding and auction/term sheet procedures and share with Interested Parties;
   - Qualify bidders for the process (“Qualified Bidders”);
   - Communicate rules of the auction/term sheets to Qualified Bidders and their agents;
   - Assist the client and its legal counsel with preparation and/or negotiation of the bid term sheets for Qualified Bidders to participate in the sale process;
   - Collect and hold the deposits for Qualified Bidders;
   - Assist the client and its legal counsel with preparation and/or negotiation of one or more asset purchase agreements (“APA”s) and related transaction documents;
   - If an APA is provided by the client in advance of the auction/term sheet deadline, work with the client and Qualified Bidders to accept major terms of the APA as a required part of their respective bid;
   - Run the auction on the proposed auction date, if appropriate;
   - Return deposits to non-winning parties once the transaction has closed in accordance with bid procedures; and
   - Facilitate the closing of the transaction(s) with the winning bidder(s)

Exhibit B:

In connection with this engagement, Rock Creek requires a retainer of fifty thousand dollars ($50,000) via Electronic Payment, due upon execution of this Agreement. Thirty thousand dollars ($30,000) of this retainer will be for one month of work relating to the marketing/sale process and will need to be paid on a monthly basis for the duration of the sale process. Such retainer will be fully earned upon payment. Twenty thousand dollars ($20,000) of this retainer will be for the hourly services, billed monthly, relating to financial advisory. For financial advisory services rendered Rock Creek will bill at hourly rates, ranging between $275 to $610 per hour. Our typical blended rate is approximately $500/hr.

In addition to the fees described above, Rock Creek will also be paid a Success Fee on any proceeds received equivalent to ten percent (10%) of the Transaction Value up to $5 million and five percent (5%) of the Transaction Value above $5 million. This Success Fee will be due and earned for any completed transaction(s). Monthly payments for marketing/sale process will be credited back against the Success Fee payment(s).

If a transaction occurs with a party that the Company had previously explored a transaction with Rock Creek will be paid a Success Fee of four percent (4%). Those four (4) parties are: (i) Piermont Bank, (ii) Transpecos Bank, (iii) Marqeta, and (iv) American Pride Bank

For clarity, “Transaction Value” is defined as the total consideration paid by a buyer in a Transaction or series of Transactions.

The form of consideration may include, but is not limited to cash, contingent future payment rights including royalties and milestones, debt, assumed liabilities, equity, warrants, options, credit bid, tax related assets, and/or any other transfer of value or any combination thereof.

In the event there are multiple transactions, the Success Fee will be paid on the sum total of all the completed transactions combined, due upon the closing and receipt of funds of any such transaction.

Notwithstanding the foregoing, the Success Fee shall only be payable from cash proceeds of any Transaction, and any Success Fee related to contingent, delayed, or escrow payments or noncash assets will be paid when the corresponding funds are actually received or when the non-cash assets are liquidated to cash, unless otherwise agreed by the parties.

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Progress | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
941E1A38-391E-40DD-8DB6-9B320D2963F6

TRANSACTION DETAILS

Reference Number
941E1A38-391E-40DD-8DB6-9B320D2963F6

Transaction Type
Signature Request

Sent At
03/31/2025 15:47 EDT

Executed At
03/31/2025 15:56 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
b3e304d0abab512e7686dfb99a6509d72620deb06199ebf003faac169dcf7c08

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Rock Creek - Solid Financial Technologies Inc Engagement Letter v2025 03 31 v2

Filename
Rock_Creek_-_Solid_Financial_Technologies_Inc_Engagement_Letter_v2025_03_31_v2.pdf

Pages
6 pages

Content Type
application/pdf

File Size
232 KB

Original Checksum
237c91ec2ab0471a0288c442d2e98225c4ddca2dc3ec47d5c237db6ea4f198f4

SIGNERS

SIGNER

Name
jgansman@rockcreekfa.com

Email
jgansman@rockcreekfa.com

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
89f29646015d1b290664cab21ae4d17765948f3b1e4937a3d1c240aec641e608

IP Address
108.5.194.237

Device
Safari via Mac

Typed Signature
james gansman

Signature Reference ID
17D2615B

EVENTS

Viewed At
03/31/2025 15:56 EDT

Identity Authenticated At
03/31/2025 15:56 EDT

Signed At
03/31/2025 15:56 EDT

AUDITS

TIMESTAMP	AUDIT
03/31/2025 15:47 EDT	Patrick Donnelly (pdonnelly@rockcreekfa.com) created document 'Rock_Creek_-_Solid_Financial_Technologies_Inc_Engagement_Letter_v2025_03_31_v2.pdf' on Chrome via Windows from 54.144.112.110.
03/31/2025 15:47 EDT	jgansman@rockcreekfa.com (jgansman@rockcreekfa.com) was emailed a link to sign.
03/31/2025 15:56 EDT	jgansman@rockcreekfa.com (jgansman@rockcreekfa.com) viewed the document on Safari via Mac from 108.5.194.237.
03/31/2025 15:56 EDT	jgansman@rockcreekfa.com (jgansman@rockcreekfa.com) authenticated via email on Safari via Mac from 108.5.194.237.
03/31/2025 15:56 EDT	jgansman@rockcreekfa.com (jgansman@rockcreekfa.com) signed the document on Safari via Mac from 108.5.194.237.

EXHIBIT C

Ayers Declaration

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)

DECLARATION OF BRIAN AYERS IN SUPPORT OF APPLICATION OF THE DEBTOR FOR ORDER UNDER 11 U.S.C. §327(A), §328(A) AND FED. R. BANKR. P. 2014(A) AUTHORIZING RETENTION AND EMPLOYMENT OF ROCK CREEK ADVISORS, LLC, AS FINANCIAL ADVISOR AND SALES AGENT, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE

I, Brian Ayers, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge:

1. I am a Managing Director of Rock Creek Advisors, LLC ("Rock Creek" or the "Firm"), which has an office at 1738 Belmar Blvd., Belmar, New Jersey 07719. I submit this declaration ("Declaration") in support of the application (the "Application") of the above-captioned debtor and debtor in possession (the "Debtor") for an order authorizing the retention and employment of Rock Creek as its financial advisor and sales agent, effective *nunc pro tunc* to the Petition Date, under the terms set forth in the Application.[2]

2. The Application seeks an order authorizing the Debtor's retention and employment of Rock Creek as financial advisor and sales agent on the terms and conditions set forth in the Application and that certain engagement letter effective as of March 31, 2025, between the Debtor and Rock Creek (the "Engagement Letter"), a copy of which is attached to the Application as

[1] The Debtor in this Chapter 11 Case, its jurisdictions 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 defined herein have the meanings ascribed to these terms in the Application.

Exhibit B. I submit this Declaration to provide disclosure required by Bankruptcy Rule 2014(a). Unless otherwise stated, all matters set forth in this Declaration are based on my personal knowledge, my review of relevant documents, information supplied to me by other professionals at Rock Creek, or my views, including those based upon my experience and knowledge of the Debtor's business and financial condition.[1]

Rock Creek's Qualifications:

3. The Debtor seeks to employ Rock Creek to perform financial advisory and sales agent services because of Rock Creek's extensive experience and knowledge of the Debtor's industry and business. Rock Creek's knowledge of the Debtor's industry enhances its ability to provide it with efficient service.

4. The financial advisory and sales agent services that Rock Creek will provide to the Debtor will enable it to maximize value. I believe that these services will not duplicate the services that other professionals may provide to the Debtor in this case. Rock Creek will carry out unique functions and will coordinate with the Debtor's other professionals to avoid any unnecessary duplication of services.

5. Rock Creek is comprised of leading industry professionals with significant experience in both the financial and administrative aspects of complex chapter 11 cases. The firm's professionals have experience in financing, claims administration, reporting, and providing testimony. Rock Creek also has significant experience in facilitating all other administrative aspects of chapter 11 cases of this size and complexity. Notably, Rock Creek's professionals have acted as the financial advisors or sales agents in: *In re Kologik, LLC*, Case No. 24-10311 (Bankr.

[1] Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at the Firm and are based on information provided by them.

M.D. La. April 25, 2024); *In re 8e14 Networks, Inc. d/b/a Ananda Networks*, Case No. 22-10708 (Bankr. D. Del. September 6, 2022) (BLS); *In re Retrotope*, Case No. 22-10228 (Bankr. D. Del. May 13, 2022) (JTD); *In re Tix Corp.*, Case No. 21-14170 (Bankr. D. Nev. Aug. 24, 2021); *In re VTES, Inc., et al.*, No. 20-12941 (JLG) (Bankr. S.D.N.Y. Feb. 24, 2021); *In re Barfly Ventures, LLC*, Case No. 20-01947 (JWB) (Bankr. W.D. Mich. June 6, 2020); *In re NinePoint Medical, Inc.*, Case No. 20-12618 (KBO) (Bankr. D. Del. Oct 16, 2020); *In re JRV Group USA L.P.*, Case No. 19-11095 (CSS) (Bankr. D. Del. May 12, 2019); *In re Sedgwick LLP*, Case No. 18-31087 (HLB) (Bankr. N.D. Cal. Oct. 2, 2018).

Professional Compensation

6. Rock Creek will seek the Court's approval of its compensation for professional services rendered and reimbursement of expenses incurred in connection with this Chapter 11 Case consistent with the proposed compensation set forth in the Application and the Engagement Letter and in compliance with Bankruptcy Code section 330, the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures or orders of the Court.

7. Rock Creek will maintain detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. Rock Creek's applications for compensation and expenses will be paid by the Debtor, pursuant to the terms of the Engagement Letter, in accordance with the procedures established by the Court.

8. Rock Creek intends, as applicable, to file interim and final fee applications, in accordance with the procedures set forth in Bankruptcy Code sections 330 and 331, applicable provisions of the Bankruptcy Rules, the Local Bankruptcy Rules, and such other procedures that has or may be fixed by order of the Court. Rock Creek's applications for compensation and expenses will be paid by the Debtor pursuant to the terms of the Engagement Letter and any

procedures established by the Court or otherwise. With respect to financial advisory services, the applications will include time records setting forth, in a summary format, a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtor in tenth of an hour (0.1) increments.

9. In the ninety days prior to the Petition Date, the Debtor paid Rock Creek $50,000 for professional services performed and expenses incurred or expected to be incurred under the Engagement Letter. As of the Petition Date, Rock Creek had not exhausted the aforementioned payment amount.

10. Rock Creek has no agreement with any other entity to share with such entity any compensation received by Rock Creek in connection with this Chapter 11 Case other than as permitted by Bankruptcy Code section 504.

11. I will have primary responsibility for providing services to the Debtor. In addition, from time to time, other Rock Creek professionals may provide required services to the Debtor on an as-needed basis.

12. To the best of my knowledge, (a) no commitments have been made or received by Rock Creek with respect to compensation or payment in connection with this case other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (b) Rock Creek has no agreement with any other entity to share with such entity any compensation received by Rock Creek in connection with this Chapter 11 Case.

Disinterestedness

13. In connection with the preparation of this Declaration, Rock Creek conducted an analysis to determine whether it holds or represents any interests adverse to the Debtor. Such analysis consisted of a review of its contacts with the Debtor, its affiliates, and certain entities holding large claims against or interests in the Debtor that were made known to Rock Creek by

the Debtor. A listing of the parties reviewed is reflected in Schedule 1 to this declaration. Rock Creek's review included conducting a query of such parties in a database containing the names of individuals and entities that are represented by Rock Creek. A summary of such relationships that Rock Creek identified during this process is set forth in Schedule 2 hereto.

14. Based on the results of its review, to the best of my knowledge, except as discussed below, Rock Creek does not have an active relationship with any of the parties listed in Schedule 1 in matters related to this Chapter 11 Case.

15. Further, as part of its diverse practice, Rock Creek appears in numerous cases, proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties-in-interest in the Debtor's Chapter 11 Case. Additionally, Rock Creek has performed in the past, and may perform in the future unrelated advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in this case. Based on our current knowledge of the professionals involved, and to the best of my knowledge, (a) none of these relationships creates interests adverse to the Debtor in matters upon which Rock Creek is to be employed, (b) none of these relationships has any connection to the Debtor, and (c) Rock Creek has no connection with any other entity in this case.

16. Rock Creek is not a creditor of the Debtor. And, neither I nor any member of the Rock Creek engagement team serving the Debtor, to the best of my knowledge, is a holder of any of the Debtor's debt or equity securities.

17. To the best of my knowledge, no employee of Rock Creek is a relative of, or has been connected with, any judge of the bankruptcy court for this district, the United States Trustee

in this district or any employee of the office of the United States Trustee in this district, or the Subchapter V trustee appointed in the Chapter 11 Case.

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

Executed on April 15, 2025

/s/ Brian Ayers
Brian Ayers
Managing Director
Rock Creek Advisors, LLC

Schedule 1

Parties in Interest

SOLID FINANCIAL TECHNOLOGIES, INC.
LIST OF POTENTIAL PARTIES IN INTEREST

Debtor:
Solid Financial Technologies, Inc.

Non-Debtor Affiliate:
Solid Financial Technologies Private Limited

Equity Holders (more than 10%):
Arjun Thyagarajan
Base10 Partners II, L.P.
Headline US VI, LP
Raghav Lal

Board Members and Officers (Current and Former) (last two years):
Arjun Thyagarajan
Raghav Lal
Wendy Gent
Rajesh Chemmala
Scott Macpherson
Richard Yau
Rexhep Dollaku
Mathias Schilling
Robert Anderson

Banks and Former Banks:
Brex Treasury LLC
Column N.A.
Lewis & Clark Bank
Evolve Bank & Trust
JPMorgan Chase (previously First Republic Bank)
PayPal Bank
Bluevine
Community Federal Savings Bank
Zero Hash

Regulatory and Taxing Authorities:
Delaware Division of Revenue
California Franchise Tax Board
Texas Comptroller of Public Accounts

Insurance Providers:
Aetna Inc.
Guardian Life
Voya

Debtor's Professionals:
Womble Bond Dickinson (US) LLP
Rock Creek Advisors, LLC
Omni Agent Solutions, Inc.

Litigants and Counsel:
BSI Group LLC
Int'l Business Solutions Group LLC
Johnson, Schneider & Ferrell, LLC Guilder Legal GroupPuryear Mayfield & McNeil, PA
Michael Chen Law Officers
Bytechip LLC dba Qbit
Emily Rodriguez
Pacific Trial Attorneys
FTV VII LP
Robert Anderson
Heyman Enerio Gattuso & Hirzel LLP
Giftcoin Inc
Bowles & Verna LLP
Performline Inc
Sussman Frankel, LLP
Vauban Bank Int'l Corp
Vauban Int'l Bank Corp
Tolomeo Bank Limited
Crossbarfx Ltd.
Sanchez/LRV
Zelf Inc

U.S. Trustee for Region 3 and U.S. Trustee's Office (Wilmington, DE) Key Staff Members:
Joseph McMahon
Lauren Attix
Malcolm M. Bates
Linda Casey
Joseph Cudia
Holly Dice
Shakima L. Dortch
Timothy J. Fox, Jr.
Diane Giordano
Michael Girello
Christine Green
Benjamin Hackman
Nyanquoi Jones
Hawa Konde
Jane Leamy
Jonathan Lipshie
Hannah M. McCollum

Jonathan Nyaku
James R. O'Malley
Linda Richenderfer
Richard Schepacarter
Edith A. Serrano
Rosa Sierra-Fox
Elizabeth Thomas
Dion Wynn

Delaware Bankruptcy Judges:
Chief Judge Karen B. Owens
Judge John T. Dorsey
Judge Craig T. Goldblatt
Judge Thomas M. Horan
Judge Brendan L. Shannon
Judge Laurie Selber Silverstein
Judge J. Kate Stickles
Judge Mary F. Walrath

Vendors:
Akerman LLP
Amazon Web Services, Inc.
Apihub, Inc
Arroweye Solutions Inc
Ascential Inc/Money 2020
Ashby, Inc
Auth0.com
BlockScore, Inc
Bloom Credit, Inc
CBW Bank
CliftonLarsonAllen LLP
Clovity, Inc
Cobalt Labs, Inc
Colonial Surety Co
Connolly Gallagher LLP
Deel, Inc
DocuSign
Dosh Holdings, LLC
Elasticsearch Inc
Embroker Insurance Services LLC
Ernst & Young LLP
Evolve Open Banking
Exhibit People LLC
Figma
First Mile Group Inc
FS Vector LLC

Giact Systems
Vendor
Goodwin Procter
Hackedu Inc
Hellosign
Heyman Enerio Gattuso & Hirzel LLP
i2c Inc
IdeaRocket LLC
Illovsky & Calia LLP
Jumio Corp
Klaros Advisors LLC
KLDiscovery Ontrack, LLC
Lathrop GPM
Lewis & Clark Bank
Lewis Brisbois Bisgaard & Smith, LLP
Lexis Nexis Risk Solutions
Maquette Advisors
Mavericks Recruiting on Demand Inc
Middesk, Inc
Mighty Digits
MiklosCPA
Mintlify
Mintz Levin Cohn Ferris Glovsky & Popeo
Morrison & Foerster LLP
Nevtec Inc
Nium Pte Ltd
Ntropy Network Inc
Oak Rocket Inc
Okta, Inc
Pagerduty
Paul Hastings LLP
Paxterra Law PC
PerformLine, Inc
Perkins Coie LLP
Persona
Pivotal Law Firm
Plaid Inc
Prescient Assurance LLC
Prescient Security
Quinn Emanuel Urquhart & Sullivan, LLP
Rippling Payroll
Robert Half Int'l
Shift Communications Inc
Smarty
Themis
Thomson Reuters

Trulioo Information Services
Unit21 Inc
Vacuum Labs
Vanta Inc
Venable LLP
Very Good Security, Inc
Vestwell Holdings Inc
Vircom
Visa USA, Inc
Wazuh Inc
Wespay Advisors
Wilson Sonsini Goodrich & Rosati
Young Conaway Stargatt & Taylor, LLP
ZoomInfo Technologies LLC

Current Debtor Clients:
HotelKey, Inc.
Loop Payments Inc.
Modak Communities Operating Holdings Inc.
Multikrd LLC
Struxtion
Zenoti (Soham Inc.)
Zil Money

Other Parties:
Vestwell Holdings Inc.
Rippling PEO 1, Inc.
People Center, Inc. (dba Rippling)
Playground Global, LLC

Schedule 2

Relationships

None.