

**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: Doc. Nos. 25 and 45

**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 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 the Debtor consents to entry of a final order consistent with Article

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.

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**,¹ 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 and, with respect to the Monthly Fee, the United States Trustee for the District of Delaware (the "U.S. Trustee") shall retain the right and be entitled to object to the Monthly Fee based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of the Monthly Fee under Bankruptcy

¹ Any term not explicitly defined herein shall have the meaning ascribed to it in the Application or Engagement Letter, as applicable.

Code sections 330 and 331, and shall not constitute a finding of fact or conclusion of law binding the U.S. Trustee on appeal or otherwise with respect to the reasonableness of the Monthly Fee.

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, 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 unless the Court determines that indemnification, contribution, or reimbursement would be permissible under applicable law; 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. The arbitration provision set forth in the Engagement Letter shall be voluntary, not mandatory, during the pendency of the bankruptcy case.

8. 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.

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

10. 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.

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

Dated: May 2nd, 2025
Wilmington, Delaware


BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE