

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Finch Therapeutics Group, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 26-10409 (LSS)

(Jointly Administered)

Hearing Date: April 21, 2026 @ 2:00 p.m. (ET)

Objection Deadline: April 14, 2026 @ 4:00 p.m. ET)

**APPLICATION OF THE DEBTORS 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
DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the Debtors to retain Rock Creek Advisors, LLC (“Rock Creek”) as financial advisor and sales agent for the Debtors, effective as of the Petition Date (as defined below). In support of this application (this “Application”), the Debtors rely on the declaration of Brian Ayers, attached hereto as **Exhibit B** (the “Ayers Declaration”), and respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion under 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 is a core proceeding under 28 U.S.C.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Finch Therapeutics Group, Inc. (3558); Finch Therapeutics, Inc. (3711); Finch Therapeutics Holdings LLC (0727); and Finch Research and Development LLC (9205). The Debtors’ service address is 75 State Street, Suite 100, Boston, MA 02109.

§ 157(b), and pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors confirm their consent to the entry of a final order or judgment by the Court with respect to this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

2. Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested herein are sections 327(a), 328, and 1107 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 2014-1.

BACKGROUND

4. On March 22, 2026 (the “Petition Date”), the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). The Debtors have continued in possession of their properties and have continued to operate and manage their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner. To date, no committee has been appointed in the Chapter 11 Cases.

5. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases, is set forth in detail in the *Declaration of Matthew P. Blischak, Chief Executive Officer, Secretary, and President of the Debtors in Support of the Debtors’ Chapter 11*

Petition and First Day Pleadings (the “First Day Declaration”),² filed on the Petition Date and incorporated herein by reference.

RELIEF REQUESTED

6. By this Application, the Debtors seek to retain Rock Creek as the Debtors’ financial advisor and sales agent in accordance with this Application and the terms and conditions of that certain engagement letter dated as of February 23, 2026 (the “Engagement Letter”) attached hereto as **Exhibit C**, effective as of the Petition Date.

SERVICES TO BE PROVIDED

7. Pursuant to the Engagement Letter, the Debtors seek to retain Rock Creek to provide, among other things, the following financial advisory services, if and to the extent requested:

- (a) Assist the Debtors in evaluating strategic restructuring alternatives;
- (b) Assist the Debtors with preparation of a 13-week cash forecast including professional fees related to potential restructuring alternatives;
- (c) If necessary, assist the Debtors in obtaining and negotiating debtor-in-possession financing;
- (d) Assist the Debtors and their counsel in negotiations with various parties in interest;
- (e) Provide guidance to the Debtors in completing the necessary schedules to accompany restructuring alternatives;
- (f) Assist the Debtors with the preparation of data in order to prepare the schedules, pleadings and fiduciary filings required in a bankruptcy proceeding;

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

- (g) Assist the Debtors and counsel to provide the Debtors and/or the court any information necessary to confirm and consummate a plan in a bankruptcy proceeding; and
- (h) Support the Debtors in such matters as the board of directors of the Debtors shall request or require from time to time.

8. Additionally, as set forth in the Engagement Letter, the Debtors seek to retain Rock Creek Debtors as the Debtors' sales agent to conduct a marketing process for a sale or other transaction. Under the Engagement Letter, in consideration for the compensation contemplated thereby, Rock Creek has provided and has agreed to provide the Debtors with, among other things, the following services as sales agent:

- (a) Develop a list of available assets for sale or other transaction, including fixed assets, contracts, inventory, intellectual property, accounts receivable, licenses, tax assets, potential litigation proceeds, and intangibles;
- (b) Prepare a sale memo providing notice of the marketing process for a sale or other transaction to help market the Debtors' assets;
- (c) Develop a select target list of potential buyers and transaction counterparties, with input from the Debtors;
- (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 Debtors to determine if an auction or date certain term sheets deadline will maximize value;
- (g) Manage the transaction process and due diligence inquiries of interested parties to help facilitate bids and term sheets;
- (h) Set up bidding and auction and term sheet procedures and share with interested parties;
- (i) Assist in qualifying bidders for the process ("Qualified Bidders");

- (j) Communicate rules of the auction and term sheets to Qualified Bidders and their agents;
- (k) Assist the Debtors and their legal counsel with preparation and/or negotiation of the bid term sheets for Qualified Bidders to participate in the sale or other restructuring transaction process;
- (l) Collect and hold the deposits for Qualified Bidders;
- (m) Assist the Debtors and their legal counsel with preparation and/or negotiation of one or more asset purchase agreements (“APA”) or other transaction documents;
- (n) If an APA or other transaction document is provided by the Debtors in advance of the auction and term sheet deadline, work with the Debtors and Qualified Bidders to accept major terms of the APA or other transaction document 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)

9. These services are necessary to enable the Debtors to maximize the value of their estates as contemplated through the sale process set forth in the *Debtors’ Motion Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code for Entry of (A) An Order (I) Approving Bidding Procedures for the Sale of All or Substantially All of the Debtors’ Assets, (II) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, (V) Approving Assumption and Assignment Procedures for Executory Contracts and Unexpired Leases, (VI) Authorizing the Debtors to Enter Into One or More Stalking Horse Agreements, and (VII) Granting Related Relief and (B) An Order (I) Approving the Sale of Substantially All of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Approving Assumption And*

Assignment of Executory Contracts and Unexpired Leases and (III) Granting Related Relief (the “Bidding Procedures Motion”), filed on March 23, 2026 [Docket No. 17].

10. Rock Creek’s appointment as financial advisor and sales agent will provide the Debtors with experienced professionals and services that are essential to successfully administer these Chapter 11 Cases. To the extent that the Debtors request 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 Debtors 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 Debtors and Rock Creek shall agree.

ROCK CREEK’S QUALIFICATIONS

11. 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).

12. Accordingly, the Debtors believe that Rock Creek is well qualified to perform the financial advisory and sales agent services contemplated by the Engagement Letter and represent the Debtors' interests in these Chapter 11 Cases.

NO DUPLICATION OF SERVICES

13. The Debtors believe that the services provided by Rock Creek will not duplicate the services that other professionals will be providing to the Debtors in these Chapter 11 Cases. 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 Debtors and the other professionals retained in these Chapter 11 Cases to avoid the unnecessary duplication of services.

PROFESSIONAL COMPENSATION

14. Rock Creek will seek the Court's approval of its compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases 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.

15. 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 Debtors, pursuant to the terms of the Engagement Letter, in accordance with the procedures established by the Court.

16. Pursuant to the Engagement Letter and this Application, the Debtors propose 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.

17. In particular, the Engagement Letter contemplates that the aforementioned hourly billing rates will range from \$300 to \$650 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: (a) Managing Directors: \$450 to \$695 per hour; (b) Managers and Senior Managers: \$325 to \$450 per hour; and (c) Associates and Staff: \$200 to \$325 per hour. Rock Creek will provide notice of any rate increases to the Debtors, the U.S. Trustee, and any official committees and will file such notice with the Court.

18. Additionally, with respect to Rock Creek services as the Debtors' sales agent, the Engagement Letter contemplates the following fee structure: (a) a monthly fee in the amount of \$30,000 (the "Monthly Fee"); and (b) a success fee (the "Success Fee") consisting of (i) 4% of total consideration paid by a buyer (Transaction Value defined in the Engagement Letter) up to \$15 million and (ii) 8% of the Transaction Value greater than \$15 million. Additionally, the Success Fee shall be credited back (i.e., reduced) by the Monthly Fee paid.

19. 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 Debtors from any of those transactions. In this regard, the Success Fee will be paid only from cash proceeds actually received by the Debtors 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 Debtors or when the Debtor's non-cash assets are liquidated to cash.

20. 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 Debtors; provided, that if any given expense exceeds \$2,500, Rock Creek will seek approval from the Debtors before incurring such expense.

21. 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 have or may be fixed by order of the Court. Rock Creek's applications for compensation and expenses will be paid by the Debtors 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 Debtors in tenth of an hour (0.1) increments.

22. In the ninety days prior to the Petition Date, the Debtors paid Rock Creek \$60,000 as a retainer (the “Retainer”) 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 Retainer.

23. The Debtors are 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 Debtors are 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 these Chapter 11 Cases.

24. Based on the Ayers Declaration, the Debtors understand that Rock Creek has no agreement with any other entity to share with such entity any compensation received by Rock Creek in connection with these Chapter 11 Cases other than as permitted by Bankruptcy Code section 504.

ROCK CREEK’S DISINTERESTEDNESS

25. To the best of the knowledge, information, and belief of the Debtors, 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 Debtors or their respective creditors for the matters for which Rock Creek is to be employed; and (c) has

no connection to the Debtors, their creditors, or related parties herein except as disclosed in the Ayers Declaration.

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

27. 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

28. As set forth in the Engagement Letter, the Debtors have 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").

29. The Debtors believe such provisions are customary and reasonable for Rock Creek's engagement. Unlike the market for other professionals that the Debtors may retain, such provisions are standard terms of the market for financial advisors and sales agents. The Debtors believe 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.

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

BASIS FOR RELIEF

31. 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).

32. The Debtors submit 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 Debtors submit that Rock Creek is well-qualified to provide services to the Debtors in a cost-effective, efficient, and timely manner.

33. Second, the Debtors believe 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).

34. The Debtors submit that the employment of Rock Creek under the terms and conditions contained in the Engagement Letter will benefit the Debtors’ estates and their creditors.

NOTICE

35. The Debtors will provide notice of this Application to: (a) United States Trustee for the District of Delaware; (b) the United States Attorney's Office for the District of Delaware; (c) the state attorneys general for all states in which the Debtors conduct business; (d) the Internal Revenue Service; (e) the United States Securities and Exchange Commission; (f) the holders of the twenty (20) largest unsecured claims against the Debtors on a consolidated basis; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request the entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A** (i) granting this Application, (ii) authorizing the Debtors 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) granting such further relief as the Court deems just and proper.

Dated: March 31, 2026

**FINCH THERAPEUTICS GROUP, INC., AND ITS
AFFILIATES THAT ARE DEBTORS AND DEBTORS IN
POSSESSION**

/s/ Matthew P. Blischak

Matthew P. Blischak

Chief Executive Officer and Secretary of
Finch Therapeutics Group, Inc.

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Finch Therapeutics Group, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 26-10409 (LSS)

(Jointly Administered)

Related to Docket No. _____

**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 AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (the “Debtors”) authorizing the retention and employment of Rock Creek Advisors, LLC (“Rock Creek”) as financial advisor and sales agent to the Debtors in these Chapter 11 Cases pursuant to the terms set forth in the Application and the Engagement Letter, 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 these Chapter 11 Cases, 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 Debtors or the Debtors’ estates, 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 that the Court may enter a

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Finch Therapeutics Group, Inc. (3558); Finch Therapeutics, Inc. (3711); Finch Therapeutics Holdings LLC (0727); and Finch Research and Development LLC (9205). The Debtors’ service address is 75 State Street, Suite 100, Boston, MA 02109.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application or Engagement Letter, as applicable.

final order consistent with Article III of the United States Constitution; and it appearing that venue of these Chapter 11 Cases 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 Debtors' estates 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 Debtors are 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 Debtors' financial advisor and sales agent, effective as of 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 C 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. 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 2016-1, including all information and time keeping requirements of those rules.
4. 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.

5. 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 Letter for services, other than the services provided under the Engagement Letter, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court;
- (b) Notwithstanding anything to the contrary in the Engagement Letter, the Debtors 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 Debtors 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 Letter as modified by this Order; and
- (c) If, before the earlier of (i) entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become final or no longer subject to appeal) or (ii) the entry of an order closing these Chapter 11 Cases, Rock Creek believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (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 Debtors 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 Debtors' 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.

6. To the extent the Debtors wish 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 Debtors shall be required to seek further approval from this Court.

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

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

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

EXHIBIT B

Ayers Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Finch Therapeutics Group, Inc., *et al.*,⁵

Debtors.

Chapter 11

Case No. 26-10409 (LSS)

(Jointly Administered)

**DECLARATION OF BRIAN AYERS IN SUPPORT 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 AS OF 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 debtors and debtors in possession (collectively, the “Debtors”) for an order authorizing the retention and employment of Rock Creek as the Debtors’ financial advisor and sales agent, effective as of the Petition Date.⁶

2. Through the Application, the Debtors seek an order authorizing the Debtors’ 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 February 23, 2026 between the Debtors and Rock Creek (the “Engagement Letter”), a copy of which is

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⁶ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

attached to the Application as Exhibit C. I submit this Declaration to provide disclosure required by Bankruptcy Rule 2014(a).

3. 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 Debtors' business and financial condition.⁷

ROCK CREEK'S QUALIFICATIONS

4. The Debtors seek to employ Rock Creek to perform financial advisory and sales agent services because of Rock Creek's extensive experience and knowledge of the Debtors' industry and business, particularly with respect to intellectual property matters. Rock Creek's knowledge of the Debtors' industry enhances Rock Creek's ability to provide the Debtors with efficient service.

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

6. 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

⁷ 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.

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 (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

7. Rock Creek will seek the Court's approval of its compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases 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.

8. 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 Debtors, pursuant to the terms of the Engagement Letter, in accordance with the procedures established by the Court.

9. 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 Debtors 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 Debtors in tenth of an hour (0.1) increments.

10. In the ninety days prior to the Petition Date, the Debtors paid Rock Creek \$60,000 as a retainer (the "Retainer") 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 Retainer.

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

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

13. 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 these Chapter 11 Cases.

DISINTERESTEDNESS

14. 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 Debtors. Such analysis consisted of a review of its contacts with the Debtors, its affiliates, and certain entities holding large claims against or interests in the Debtors that were made known to Rock Creek by the Debtors. 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.

15. 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 these Chapter 11 Cases.

16. 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 Debtors' Chapter 11 Cases. 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 these cases. 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 Debtors in matters upon which Rock Creek is to be employed, (b) none of these relationships has any connection to the Debtors, and (c) Rock Creek has no connection with any other entity in this case.

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

18. 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.

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

Executed on March 31, 2026

/s/ Brian Ayers

Brian Ayers
Managing Director
Rock Creek Advisors, LLC

Schedule 1

Parties in Interest List

Debtors

Finch Therapeutics Group, Inc.
Finch Therapeutics, Inc.
Finch Therapeutics Holdings LLC (f/k/a Crestovo Holdings LLC)
Finch Research and Development LLC (f/k/a Crestovo LLC)

Current and Former Directors and Officers

Chris Shumway
Christian H. Lange
Dominic Ferrante
James S. Sigler
Jeffrey A. Smisek
Joanne Viney
Lance Thibault
Marc Blaustein
Mark Smith
Matthew P. Blischak
Nicholas Haft
Stephen P. McCall
Susan E. Graf

Banks

JPMorgan Chase & Co.
Silicon Valley Bank

Litigation Counterparties

Ferring Pharmaceuticals Inc.
Rebiotix Inc.

>5% Equity Holders

Crestovo Investor LLC
SymBiosis LLC

Shareholders

Ada Huang
Aislinn Rowan-Nash
Alex Scheeler
Alexandro Zuniga
Arcos Ventures SPV LLC
Ben Ngai
Bharat Ramakrishna
Brian Miglionico

Brian Yang
Brittney McKittrick
Cede & Co
Cheryl Boehler
Claire Andersen
Crestovo Investor LLC
Crystal Chen
Deberly Kauffman
Derek Gumuchian
Elyse Skenderian
Emily Sansevere
Eva de la Serna
Gabriella Linville-Engler
Harriette Carrington
Indrani Nandi
Irina Koroleva
Jacob Dixon
Jessica Pierce
Jimmy Vo
Jon Taie
Jonathan Barr
Joseph Maxwell
Karl Yoder
Kelly Ling
Kirk Lau
M3 Ventures – Finch LLC
Majdi Osman
Mansa Shroff
Mariia Yelizarova
Matthew McPherron
Matthew Sanders
Melissa Mahoney
Michael Hoffert
Nancy Dubois
Natalia Outkina
Neil E. Rasmussen 2007 Revocable Trust
Pooja Pai
Renaë Irving
Robert Kankus
Sara Alley
Sara Bither
Shevon Walker
Steven Smriga
Tara Lambert
The Domenic J. Ferrante 2006 Investment Trust
Thomas Smith

Tyler Redman
Wyatt Hackett
Yu Yang
Yuting Zeng

Largest Creditors

Anderson & Kreiger, LLP
Blu Planet Supply LLC
Blue Mantis Inc
Hood Park LLC
Iron Mountain
Morgan Lewis & Bockius LLP
Skysong Innovations

Contract Counterparties

Arizona Science and Technology Enterprises, LLC (d/b/a Arizona Technology Enterprises)
Regents of the University of Minnesota
Skysong Innovations, LLC (d/b/a Arizona Technology Enterprises)
Microbiome Health Research Institute, Inc. d/b/a OpenBiome

Current and Former Landlords and Subtenants

Catamount Management Corporation
Crown Castle
Galy Co.
Genetix Biotherapeutics, Inc. (f/k/a Bluebird Bio, Inc.)
Hood Park LLC
NRL WSC 200 Inner Belt Prop LLC

Debtors' Professionals

Ropes & Gray LLP
Chipman Brown Cicero & Cole, LLP
Omni Agent Solutions Inc.
Rock Creek Advisors LLC

Top Creditors and Vendors

ADP, Inc.
Armor Holdco, Inc. (d/b/a Equiniti Trust Company, LLC)
Anderson & Kreiger LLP
Arnold & Porter Kaye Scholer LLP
Blu Planet Supply, LLC
Blue Mantis, Inc.
CPA Global Limited
Danforth Advisors LLC
Iron Mountain Incorporated
Janitronics Inc.
Morgan Lewis & Bockius LLP

Scisafe Inc.

Insurance Carriers and Brokers

Allied World
Allied World Assurance Group
Allied World Assurance Group Company
Allied World Specialty Insurance Company (f/k/a Darwin National Assurance Company)
American International Group, Inc
Berkshire Hathaway Insurance Group
Berkshire Hathaway Specialty Insurance Company
Chubb Group of Insurance Companies
Endurance American Insurance Company Sampo Japan US Group
Fairfax Financial (USA) Group
Federal Insurance Company
Great Northern Insurance Company (Chubb)
Hudson Insurance Company
National Union Fire Insurance Company of Pittsburgh PA
Old Republic Insurance Company
Old Republic Insurance Group
Tokia Marine Specialty via PHL Y E&S
Vantage Risk Assurance
Vantage Risk Specialty Insurance Company
XL Group Plc
XL Specialty Insurance Company

Taxing and Regulatory Agencies

Internal Revenue Service (IRS)
Delaware Department of Revenue
Delaware Secretary of State – Corporate Franchise Tax Division
Massachusetts Department of Revenue
Minnesota Department of Revenue
Pennsylvania Department of Revenue

Vendors

Adobe Inc.
Atlassian Corporation
Corporation Service Company
Equiniti Trust Company
Github, Inc.
Google
Intuit Inc. (d/b/a QuickBooks)
Regus
RSM US LLP
WP Engine, Inc.
Zenwork Intermediate Inc.
Zoom Video Communications Inc.

U.S. Trustee's Office

Andrew R. Vara
Benjamin Hackman
Christine Green
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Hannah M. McCollum
Hawa Konde
Holly Dice
James R. O'Malley
Jane Leamy
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahon
Lauren Attix
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Michael Girello
Nyanquoi Jones
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Timothy J. Fox, Jr.

Bankruptcy Judges

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

Schedule 2

Relationship Disclosures

None.

EXHIBIT C

Engagement Letter



February 23, 2026

Mr. Matthew Blischak
President
Finch Therapeutics, Inc.
75 State Street, Suite 100
Boston, Massachusetts 02109

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 Finch Therapeutics, Inc. ("Company", "Finch", "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 the Company 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's 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 and well-documented 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 within fourteen (14) days of receipt of Rock Creek's invoice, which shall include substantiating documentation and/or receipts.

Terms of Payment

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

Finch Therapeutics, Inc.

fourteen (14) days of receipt. Notwithstanding the foregoing, the Company reserves the right to dispute any invoice presented by Rock Creek and will use good faith efforts to do so within seven (7) business days of the Company's receipt of such invoice by advising Rock Creek in writing of such dispute. In the event of a disputed invoice, the parties will negotiate the dispute in good faith, and the Company will pay such undisputed amounts pursuant to the terms herein.

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; Confidentiality

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 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.

All non-public information concerning the Company or its affiliates provided by or on behalf of the Company to Rock Creek in connection with this Agreement ("Confidential Information") will be kept confidential and will be used by Rock Creek solely in the course of the performance of its Services hereunder. Rock Creek agrees that the fact that either discussions or negotiations are taking place concerning the subject matter of the Services, including the status thereof as well as the Company's participation in any transaction, as well as the existence or terms and conditions of this Agreement shall be deemed to be Confidential Information. The parties agree that Confidential Information shall not include information that (i) was in Rock Creek's possession on a non-confidential basis prior to its disclosure by the Company; (ii) is publicly disclosed other than by Rock Creek or any Rock Creek Representative (as defined below) in violation of this Agreement; (iii) is obtained by Rock Creek from a person other than the Company or its affiliates who, to the knowledge of Rock Creek, is not bound by a confidentiality obligation to any other person or entity; or (iv) the Company agrees in writing may be disclosed. Except as contemplated in the performance of its services hereunder or as otherwise required by law or by applicable regulation or by judicial or regulatory process, Rock Creek will not disclose such Confidential Information to any other person or entity (other than to its directors, officers, employees, accountants or attorneys to the extent such parties need to know such information for the purpose of assisting Rock Creek in the performance of its services for the Company hereunder ("Rock Creek Representatives") and who shall also agree to be bound by the terms of this paragraph) without the prior written consent of the Company. Rock Creek agrees to be responsible for any breach of this paragraph by it or such Rock Creek Representatives. Rock Creek's obligations under this paragraph shall terminate three (3) years from the termination of this Agreement.

Client Responsibilities

By agreeing to and accepting our representation as described in this Agreement, you agree to cooperate reasonably with us and to provide promptly all information known or available to you that is relevant to our

Finch Therapeutics, Inc.

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 and is not resolved by mutual 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 (60) days from receipt of the written notice unless extended

Finch Therapeutics, Inc.

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 parties 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. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration or as required by law.

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 any claim (a) that arises primarily out of or is based primarily on any action or failure to act by any Rock Creek Indemnified Person that constitutes bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, willful misconduct, or fraud on the part of any Rock Creek Indemnified Person, or (b) any claim that did not result from acts or omissions of the Company.

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.

Finch Therapeutics, Inc.

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,

DocuSigned by:

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Jim Gansman
Managing Member
Rock Creek Advisors, LLC

Matthew Blischak
President
Finch Therapeutics, Inc.

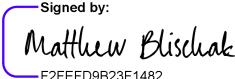
Finch Therapeutics, Inc.

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,

Jim Gansman
Managing Member
Rock Creek Advisors, LLC

Signed by:

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Matthew Blischak
President
Finch Therapeutics, Inc.

Finch Therapeutics, Inc.**Exhibit A:**

Rock Creek will provide the following Services:

- I. Assisting the Company with a marketing/sale process (a "Sale"), 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), potential litigation proceeds, 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;
 - Facilitate the closing of the transaction(s) with the winning bidder(s); and
 - In the event that the board of directors of the Company determines that it is in the best interests of the Company to pursue a Sale through a bankruptcy proceeding commenced pursuant to title 11 of the United States Code, Rock Creek shall identify and solicit potential Qualified Bidders to serve as a "stalking horse bidder" including negotiation of stalking horse bid terms and bid protections.
- II. 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 a bankruptcy filing;
 - Assisting the Company with the preparation of data in order to prepare the petition, schedules, pleadings and fiduciary filings required 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 any plan in a bankruptcy proceeding; and

Finch Therapeutics, Inc.

- Supporting the Company in such matters as the board of directors of the Company shall request or require from time to time.

Exhibit B:

In connection with this engagement, Rock Creek requires a retainer of sixty thousand dollars (\$60,000) via Electronic Payment, due upon execution of this Agreement, which amount shall be for two months' of work relating to the Sale. Such retainer will be fully earned upon payment.

Additionally, financial advisory services rendered by Rock Creek will be billed at the standard hourly rates of Rock Creek's professionals, ranging between \$300 to \$650 per hour. Our typical blended rate is approximately \$525/hr.

In addition to the fees described above, Rock Creek will also be paid a fee (a "Success Fee") equivalent to four percent (4%) of any Transaction Value less than or equal to \$15,000,000 and eight percent (8%) of any Transaction Value greater than \$15,000,000. 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).

For clarity, "Transaction Value" is defined as the total cash 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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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Finch Therapeutics Group, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 26-10409 (LSS)

(Jointly Administered)

Hearing Date: April 21, 2026 @ 2:00 p.m. (ET)

Objection Deadline: April 14, 2026 @ 4:00 p.m. (ET)

**NOTICE OF APPLICATION OF THE DEBTORS 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
DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

PLEASE TAKE NOTICE that on March 31, 2026, the above-captioned debtors and debtors in possession (the “Debtors”) filed the attached *Application of the Debtors 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 Debtors, Effective as of the Petition Date* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that responses, if any, to the relief requested in the Application must be filed on or before **April 14, 2026, at 4:00 p.m. (ET)** (the “Objection Deadline”) with the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that at the same time, you must serve a copy of the response on: (i) proposed co-counsel to the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036 (Attn: Cristine Pirro Schwarzman and Cameron J. Cavalier; email: cristine.schwarzman@ropesgray.com and cameron.cavalier@ropesgray.com) and Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: Robert A. Weber; email: weber@chipmanbrown.com) and Chipman Brown Cicero & Cole LLP, 420 Lexington Avenue, Suite 442, New York, NY 10170 (Attn: Daniel G. Egan; email: egan@chipmanbrown.com); (ii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lock Box 35, Wilmington, DE 19801 (Attn: Joseph McMaon; email: joseph.mcmahon@usdoj.gov); and (iii) counsel for any statutory committee appointed in these chapter 11 cases, so as to be received on or before the Objection Deadline.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Finch Therapeutics Group, Inc. (3558); Finch Therapeutics, Inc. (3711); Finch Therapeutics Holdings LLC (0727); and Finch Research and Development LLC (9205). The Debtors’ service address is 75 State Street, Suite 100, Boston, MA 02109.

PLEASE TAKE FURTHER NOTICE that a hearing on the relief requested in the Application will be held on **April 21, 2026, at 2:00 p.m. (ET)** before the Honorable Laurie Selber Silverstein, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE RELIEF REQUESTED IN THE APPLICATION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: March 31, 2026
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Robert A. Weber

Robert A. Weber (No. 4013)
Aaron J. Bach (No. 7364)
Alison R. Maser (No. 7430)
Hercules Plaza
1313 North Market Street, Suite 5400
Wilmington, Delaware 19801
Telephone: (302) 295-0191
E-mail: weber@chipmanbrown.com
bach@chipmanbrown.com
maser@chipmanbrown.com

-and-

CHIPMAN BROWN CICERO & COLE, LLP

Daniel G. Egan (admitted *pro hac vice*)
420 Lexington Avenue, Suite 442
New York, New York 10170
Telephone: (646) 741-5529
E-mail: egan@chipmanbrown.com

-and-

ROPES & GRAY LLP

Cristine Pirro Schwarzman (admitted *pro hac vice*)
Cameron J. Cavalier (admitted *pro hac vice*)
1211 Avenue of the Americas
New York, New York 10036
Telephone: (212) 596-9000
E-mail: cristine.schwarzman@ropesgray.com
cameron.cavalier@ropesgray.com

Proposed Counsel to the Debtors and Debtors in Possession