

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

In re:

GRITSTONE BIO, INC.,¹

Reorganized Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Hearing Date: June 2, 2025 at 10:00 a.m. (ET)
Objection Deadline: May 19, 2025 at 4:00 p.m. (ET)

**SUMMARY OF FINAL FEE APPLICATION OF RAYMOND JAMES &
ASSOCIATES, INC., AS INVESTMENT BANKER TO THE DEBTOR**

Name of Applicant:	Raymond James & Associates, Inc.
Authorized to provide professional services to:	Gritstone bio, Inc.
Date of Retention:	October 10, 2024 by Order Signed November 12, 2024 [Docket No. 156]
Period for which Compensation and Reimbursement are Sought:	October 10, 2024 through April 4, 2025
Amount of Compensation Sought as Actual, Reasonable and Necessary:	\$2,500,000.00 ²
Amount of Expense Reimbursement sought as Actual, Reasonable and Necessary:	\$29,416.00
Total Amount Sought:	\$2,529,416.00
This is a(n): ____ monthly ____ interim <u> x </u> final application.	

¹ The Debtor's mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor's federal tax identification number is 9534.

² Of this amount, Raymond James received \$250,000 in Monthly Advisory Fees for the months of November 2024 through January 2025, \$500,000 for the Financing Transaction Fee, and \$1,500,000 for the Business Combination Transaction Fee.



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

In re:

GRITSTONE BIO, INC.,¹

Reorganized Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Hearing Date: June 2, 2025 at 10:00 a.m. (ET)
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**FINAL FEE APPLICATION OF RAYMOND JAMES &
ASSOCIATES, INC., AS INVESTMENT BANKER TO THE DEBTOR**

Raymond James & Associates, Inc. (“Raymond James”), investment banker for the debtor and debtor-in-possession in the above-captioned cases (the “Debtor”), submits this final fee application (the “Application”), pursuant to sections 328, 330, and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2016(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 154] (the “Interim Compensation Order”), and the *Order (I) Authorizing the Employment and Retention of Raymond James & Associates, Inc. as Investment Banker for the Debtor, Effective as of the Petition Date, (II) Waiving Certain Reporting Requirements Pursuant To Local Rule 2016-2, and (III) Granting Related Relief* [Docket No. 156] (the “Retention Order”) for the final allowance of compensation for professional services rendered and reimbursement of actual and necessary expenses incurred for the period from October 10,

¹ The Debtor’s mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor’s federal tax identification number is 9534.

2024 through March 25, 2025. In support of this Application, Raymond James respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §157 and §1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Raymond James confirms its consent pursuant to 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 for this matter is proper in this district pursuant to 28 U.S.C. §1408 and §1409.

3. The bases for the relief requested herein are sections 328, 330, and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, and Local Rule 2016-1.

BACKGROUND

A. The Chapter 11 Cases

4. On October 10, 2024, (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”). The Debtor is operating its business and managing its property as debtor in possession pursuant to §1107(a) and §1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Debtor’s Chapter 11 Case. An official committee of unsecured creditors (the “Committee”) was appointed in this case on October 29, 2024. See Docket No. 77.

5. On April 3, 2025, the Court entered an order [Docket No. 601] (the “Confirmation Order”) confirming *Gritstone bio, Inc.’s Second Modified Chapter 11 Plan of Reorganization* [Docket No. 585] attached as Exhibit A to the Confirmation Order (together with all exhibits thereto, and as may be amended, modified or supplemented, the “Plan”). The Effective Date of the Plan occurred on April 4, 2025.

6. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

B. The Retention of Raymond James

7. On October 23, 2024, the Debtor filed the *Application for Entry of an Order (I) Authorizing The Employment And Retention Of Raymond James & Associates, Inc. As Investment Banker For The Debtor, Effective As Of The Petition Date, (II) Waiving Certain Reporting Requirements Pursuant To Local Rule 2016-2, And (III) Granting Related Relief* [Docket No. 58] (the “Raymond James Retention Application”). The Raymond James Retention Application sought an order authorizing the retention and employment of Raymond James as the Debtor’s investment banker, effective as of the Petition Date. On November 12, 2024, the Court entered the Retention Order authorizing such retention and approving the engagement letter by and between the Debtor and Raymond James attached thereto as Exhibit A.

C. Prior Applications

8. On December 18, 2024, Raymond James filed *Application for Compensation of Raymond James & Associates, Inc. as Investment Banker for the Debtor and Debtor-in-Possession* [Docket No. 272] (the “Financing Transaction Fee Application”). The Financing Transaction Fee Application requested payment of \$500,000 in fees.

9. No parties objected to the Financing Transaction Fee Application. *See* Certification of No Objection Regarding Docket No. 272 [Docket No. 340]. The Court approved the Financing Transaction Fee Application [Docket No. 346].

10. On January 8, 2025, Raymond James filed Application for Compensation for Raymond James & Associates, Inc. as Investment Banker for the Debtor and Debtor-in-Possession [Docket No. 333] (the “Business Combination Transaction Fee Application”). The Business Combination Transaction Fee Application requested payment of \$1,500,000 in fees.

11. No parties objected to the Business Combination Transaction Fee Application. *See* Certification of No Objection Regarding Docket No. 333 [Docket No. 381]. The Court approved the Business Combination Transaction Fee Application [Docket No. 407].

D. DIP Financing, Sale and the Debtor’s Assets Plan of Reorganization

11. On October 30, 2024, the Debtor filed its motion (the “DIP Motion”) [Docket No. 80] for approval of a senior secured, superpriority debtor in possession (DIP) financing facility in an aggregate principal amount of up to \$25 million, from certain DIP Lenders and Future Solutions Investments LLC as administrative and collateral agent for the DIP Lenders, to provide additional liquidity to the end of January 2025 to pay administrative expenses, including ordinary and necessary operating expenses. Upon entry of the interim approval order, DIP facility proceeds were to be used to, among other things, repay \$2.35 million of the outstanding Prepetition Secured Obligations (as defined in the DIP Motion) (to replace the Cash Collateral subject to the Prepetition Secured Liens (the “Prepetition Cash Collateral”) used by the Debtor under the Interim Cash Collateral Order). Only the DIP Cash Collateral (i.e., loan proceeds) would be used for all other purposes set forth in the Approved Budget (as defined in the DIP Motion).

12. Following the Petition Date, the Debtor and the Debtor's advisors engaged in vigorous, arms-length negotiations with the DIP Lenders regarding the proposed terms of a DIP facility. The proposed DIP Financing was the best financing option that the Debtor could obtain under the circumstances. Raymond James contacted other third-party financing providers and alternative postpetition financing was not available to the Debtor absent the ability to prime the Prepetition Secured Parties. Other potential sources of debtor in possession financing for the Debtor, including on a junior secured basis, were also nonexistent. The Court entered an order on November 14, 2024 [Docket No. 180] approving the DIP facility.

13. Furthermore, on November 14, 2024, this Court entered the Order (A) Approving Bid Procedures for the Sale of the Debtor's Assets; (B) Approving Certain Bid Protections in Connection with the Debtor's Entry into any Potential Stalking Horse Agreements; (C) Scheduling the Auction and Sale Hearing; (D) Approving the Form and Manner of Notice Thereof; and (E) Granting Related Relief [Docket No. 181] (the "Bid Procedures Order").

14. Upon its engagement on August 20, 2024, Raymond James initiated an intensive, multifaceted strategy to maximize the value of the Debtor. The outreach included over 260 parties in a compressed timeframe to both buyers and financing sources. It involved exploring multiple transaction alternatives, including mergers with publicly listed and privately owned companies in the United States and internationally, partial asset sales, debtor in possession financing, and parallel path plan of reorganization. By the December 4, 2024 bid deadline, the Debtor received qualified bids from Hercules Capital, Inc. as agent; Tiger Capital Group, LLC and Liquidity Services, Inc.; Heritage Global Partners, Inc.; Seattle Project Corp. ("SPC"); Future Solution Investments, LLC; and NEC Bio, B.V. (see Docket No. 257). The auction occurred on December 9, 10, 11 and 12, 2024 (the "Auction").

15. SPC Sale: At the Auction, SPC was chosen as the successful bidder for the Debtor's assets excluding the Binder IP, the Hercules Assets, and certain other assets (the "SPC Assets"), based on SPC's final bid of \$21.25 million (subject to the terms of the parties' Asset Purchase Agreement). The sale (the "SPC Sale") of the SPC Assets to SPC was approved by the Court after a hearing held on December 20 (the "Sale Hearing"), pursuant to an order entered on December 23, 2024 [Docket No. 293]. The SPC Assets constitute DIP Senior Collateral (as defined in the DIP Orders) and the DIP Lenders' liens have attached to the proceeds (both cash and non-cash) attributable to the SPC Assets pursuant to the SPC Sale (deposited into the Segregated Account (as defined in the DIP Orders)). The sale of the SPC Asset closed on December 30, 2024.

16. Hercules Sale: Also at the Auction, Hercules Capital, Inc., as agent ("Hercules") was chosen by the Debtor as the successful bidder for the Debtor's machinery and equipment (the "Hercules Assets") in the form of a credit bid in the amount of \$3 million. After the Sale Hearing, the sale of the Hercules Assets (the "Hercules Sale") to Hercules was approved by the Court pursuant to an order entered on December 20, 2024 [Docket No. 288]. The sale of the Hercules Assets closed on December 27, 2024.

17. FSI Sale: Finally, at the Auction, the Debtor designated Future Solutions Investments, LLC ("FSI"), the DIP Agent (on behalf of itself and the DIP Lenders), as the successful bidder for certain of the Debtor's intellectual property (the "Binder IP"), in the form of a credit bid in the amount of \$1.5 million. The Court entered an order on December 20, 2024 approving the selection of the successful bid subject to confirmation and consummation of the Plan [Docket No. 286]. The plan was confirmed on April 4, 2025.

RELIEF REQUESTED

18. Pursuant to the Interim Compensation Order, the Retention Order, and section 328 of the Bankruptcy Code, Raymond James submits this Application for the final allowance of

compensation for professional services rendered in the amount of \$2,500,000.00 and reimbursement of actual and necessary expenses incurred in the amount of \$29,416.00.

APPLICATION

A. Compensation Requested

19. Attached hereto as **Exhibit B** is an invoice for services performed by Raymond James with respect to the Chapter 11 Case. This invoice complies with the Retention Order. Although Raymond James, in line with market convention, does not bill by the hour, Raymond James is keeping track of its postpetition time in half-hour increments in accordance with the Retention Order, which is attached hereto as **Exhibit C**.

20. The fees charged by Raymond James are consistent with the Retention Order and the Engagement Letter Agreement and are comparable to those fees charged by Raymond James for professional services rendered in connection with similar chapter 11 cases and non-bankruptcy matters. Raymond James submits that such fees are reasonable based upon the customary compensation charged by similarly skilled practitioners in comparable bankruptcy cases and non-bankruptcy matters in the competitive national investment banking market.

21. There is no agreement or understanding between Raymond James and any other person other than members of the firm, or the sharing of compensation to be received for services rendered in this Chapter 11 Case.

22. Specifically, the fees sought by Raymond James, include the following and is detailed in **Exhibit D** attached hereto:

- a. *Monthly Advisory Fee.* The Company will pay Raymond James \$100,000 commencing upon the earlier of (i) initiation of Raymond James outreach to Interested Parties as directed by the Company, (ii) the Company's breach of a covenant under its Existing Loan Agreement, (iii) October 1, 2024, (iv) no later than ten (10) days prior to the Company's expected filing for protection from creditors pursuant to Chapter 11 of the Bankruptcy Code (collectively, a "**Trigger Event**") and an additional \$100,000 on each of the

first day of the subsequent two months thereafter. After the first three (3) monthly advisory fees, the monthly advisory fee shall be reduced to \$75,000 (collectively, the “Monthly Advisory Fee”) payable on the first day of each subsequent month.

- b. *Financing Transaction Fee.* If, during the Term or during the twelve (12) months following any termination of this Agreement (subject to the restrictions set forth in this Agreement, the “Tail Period”), any Financing Transaction is agreed upon and subsequently closes (the “Financing Transaction Closing”), regardless of when such Financing Transaction Closing occurs, whether on a stand-alone basis or to consummate any other Transaction, the Company will pay Raymond James immediately and directly out of the proceeds of the placement, at the Financing Transaction Closing, a non-refundable cash transaction fee (the “Financing Transaction Fee”) equal to the greater of the sum of (1) two percent (2.0%) of the Proceeds (as defined in the Engagement Letter Agreement) of all first lien senior secured notes and bank debt raised, and (2) three percent (3.0%) of the Proceeds of any second lien or junior debt capital raised, and (3) six percent (6.0%) of equity or equity-linked securities raised. Provided, however, that to the extent the Financing Transaction includes an uncommitted accordion or similar credit feature, the Financing Transaction Fee for such accordion or similar feature shall be payable upon the commitment (as defined in the Engagement Letter Agreement) of such credit facility or its funding irrespective of the date of such commitment or funding.
- c. *Restructuring Transaction Fee.* If, during the Term or during the Tail Period, any Restructuring Transaction is agreed upon and subsequently closes (as applicable, a “Restructuring Transaction Closing”), regardless of when such Restructuring Transaction Closing occurs), the Company shall pay Raymond James a non-refundable cash transaction fee of \$1,500,000 (the “Restructuring Transaction Fee”). For the avoidance of doubt, the Company shall pay the Restructuring Transaction Fee, as a cost of the Restructuring Transaction, to Raymond James upon the earlier of (i) the closing of each Restructuring Transaction or (ii) the date on which any amendment to or other changes in the instruments or terms pursuant to which any Existing Obligations were issued or entered into became effective.
- d. *Business Combination Transaction Fee.* If, during the Term or during the Tail Period, any Business Combination Transaction is agreed upon and subsequently closes (the “Business Combination Closing” and together with any Financing Closing or Restructuring Closing, each a “Closing”), regardless of when such Business Combination Closing occurs, the Company shall pay Raymond James immediately and directly out of the proceeds at the Business Combination Closing, as a cost of sale of such Business Combination Transaction, a non-refundable cash transaction fee

(the “Business Combination Transaction Fee” and together with any Financing Fee or Restructuring Fee, each a “Transaction Fee”) based upon the Transaction Value (as defined in the Engagement Letter Agreement) in the Transaction equal to the greater of (i) \$1,500,000 and (ii) 3.0% of Transaction Value.

23. Raymond James agreed to a voluntary reduction of its Restructuring Transaction Fee to \$250,000.00.

B. Raymond James’ Expense Reimbursement

24. Raymond James incurred total out-of-pocket expenses in the amount of \$29,416.00. This amount is comprised of Raymond James’ own expenses, as well as those of Raymond James’ outside counsel in connection with preparation of Raymond James’ retention application and final fee application, as discussed more fully below.

25. Attached hereto as **Exhibit E** is a summary of the expenses totaling \$26,636.00 that were actually incurred by Raymond James in the performance of services rendered as investment banker to the Debtor. The expenses are broken down into categories of charges, which include working meals, business related travel, and other ordinary expenses.

C. Raymond James’ Legal Fees Reimbursement

26. As provided in the Retention Order, Raymond James seeks reimbursement for its reasonable postpetition legal fees and expenses. Raymond James incurred legal fees postpetition in the amount of \$2,780.00.

27. The invoice for legal fees is attached hereto as **Exhibit F**.

28. In accordance with §328 and §330 of the Bankruptcy Code, Raymond James seeks reimbursement only for the actual cost of such expenses to Raymond James. Raymond James submits that any expenses incurred were customary and necessary.

CERTIFICATE OF COMPLIANCE AND WAIVER

29. The undersigned representative of Raymond James certifies that he has reviewed the requirements of Local Rule 2016-2 and that the Application substantially complies with that Local Rule. To the extent that the Application does not comply in all respects with the requirements of Local Rule 2016-2, Raymond James believes that such deviations are not material and respectfully requests that any such requirements be waived.

NOTICE

30. The Debtor has provided notice of this Application to the following parties or their respective counsel: (i) the U.S. Trustee; (ii) the Committee; and (iii) any party that, as of the filing of this Application, has requested notice in the Chapter 11 Case pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no further notice need be given.

CONCLUSION

WHEREFORE, Raymond James respectfully requests the Court enter an order: (i) granting the Application and authorizing (a) final allowance of compensation in the amount of \$2,500,000.00 for professional services rendered, and (b) reimbursement of actual and necessary costs, including legal fees, in the amount of \$29,416.00; (ii) directing the payment by the Debtor of \$279,416.00, which is the amount outstanding and owed of the \$2,529,416.00 allowed compensation and expenses incurred as administrative expense claims in the Chapter 11 Case; and (iii) granting such other and further relief to Raymond James as the Court deems just and proper.

Dated: May 5, 2025

By: /s/ Geoffrey Richards
Geoffrey Richards
Representative for Raymond James &
Associates, Inc.

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

In re:

GRITSTONE BIO, INC.,¹

Reorganized Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Hearing Date: June 2, 2025 at 10:00 a.m. (ET)
Objection Deadline: May 19, 2025 at 4:00 p.m. (ET)

**NOTICE OF FINAL FEE APPLICATION OF RAYMOND JAMES &
ASSOCIATES, INC., AS INVESTMENT BANKER TO THE DEBTOR**

PLEASE TAKE NOTICE that on May 5, 2025, Raymond James & Associates, Inc. (“Raymond James”), investment banker to the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor” and, following the occurrence of the Effective Date, the “Reorganized Debtor”), filed the Final Fee Application of *Raymond James & Associates, Inc., as Investment Banker to the Debtor* (the “Application”), seeking compensation for the reasonable and necessary services rendered to the Reorganized Debtor in the amount of \$2,500,000.00 and reimbursement for actual and necessary expenses in the amount of \$29,416.00. A copy of the Application is attached hereto.

PLEASE TAKE FURTHER NOTICE that any response or objection to the Application, if any, must be made in writing and filed with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 (the “Court”) on or before May 19, 2025 at 4:00 p.m. (ET).

¹ The Debtor’s mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor’s federal tax identification number is 9534.

This Application is submitted pursuant to the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, entered on November 12, 2024 [Docket No. 154] (the “Administrative Order”).

PLEASE TAKE FURTHER NOTICE that, in accordance with the Administrative Order, any Notice of Objection (as defined in the Administrative Order) must be served upon: (i) counsel to the Debtor, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899, Attn: James E. O’Neill (joneill@pszjlaw.com), Debra I. Grassgreen (dgrassgreen@pszjlaw.com), John W. Lucas (jlucas@pszjlaw.com), and Malhar S. Pagay (mpagay@pszjlaw.com); (ii) counsel to the Prepetition Secured Lenders, (a) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Stacy L. Newman (snewman@coleschotz.com), Stuart Komrower (skomrower@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (b) Sheppard Mullin, Four Embarcadero Center, Seventeenth Floor, San Francisco, CA 94111, Attn: Ori Katz (okatz@sheppardmullin.com) and Robert K. Sahyan (rsahyan@sheppardmullin.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Timothy Jay Fox, Jr. (timothy.fox@usdoj.gov); and (iv) counsel for the Committee (a) ArentFox Schiff LLP, 1301 Avenue of the Americas, Floor 42, New York, New York 10019, Attn.: Andrew I. Silfen (andrew.silfen@afslaw.com), Beth M. Brownstein (beth.brownstein@afslaw.com), James E. Britton (james.britton@afslaw.com), and Patrick Feeney (patrick.feeney@afslaw.com); (b) Potter Anderson & Corroon LLP, 1313 N. Market Street, 6th Floor, Wilmington, Delaware 19801, Attn.: Christopher M. Samis (csamis@potteranderson.com), Aaron H. Stulman (astulman@potteranderson.com), Katelin A. Morales (kmorales@potteranderson.com), and Ethan H. Sulik (esulik@potteranderson.com).

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE APPLICATION WILL BE HELD ON JUNE 2, 2025 AT 10:00 A.M. (ET) BEFORE THE HONORABLE KAREN B. OWENS, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 6TH FLOOR, COURTROOM NO. 3, WILMINGTON, DELAWARE 19801. ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT SUCH HEARING.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 5, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

Debra I. Grassgreen, (admitted *pro hac vice*)

John W. Lucas, (admitted *pro hac vice*)

Malhar S. Pagay, (admitted *pro hac vice*)

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Counsel to the Reorganized Debtor

EXHIBIT A
RETENTION ORDER

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

In re:

GRITSTONE BIO, INC.,¹

Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Ref. Docket No. 58

**ORDER (I) AUTHORIZING THE EMPLOYMENT AND RETENTION OF
RAYMOND JAMES & ASSOCIATES, INC. AS INVESTMENT BANKER
FOR THE DEBTOR, EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING
CERTAIN REPORTING REQUIREMENTS PURSUANT TO LOCAL
RULE 2016-2, AND (III) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case (this “Chapter 11 Case”) for entry of an order (this “Order”) (a) authorizing the Debtor’s employment and retention of Raymond James as their investment banker, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter Agreement, attached hereto as Exhibit 1, (b) approving the terms of Raymond James’s employment and retention by the Debtor in this Chapter 11 Case, including the fee and expense structure and the indemnification, contribution, reimbursement, and related provisions set forth in the Engagement Letter Agreement, (c) modifying certain time-keeping requirements in connection with such employment and retention, and (d) granting related relief; and upon consideration of the Richards Declaration and the First Day Declaration; and this Court having jurisdiction to consider the Application 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

¹ The Debtor’s mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor’s federal tax identification number is 9534.

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



Delaware, dated as of February 29, 2012; and venue of this Chapter 11 Case and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court finding that the terms and conditions of Raymond James's employment, including, but not limited to, the Fee Structure and Indemnification Provisions set forth in the Engagement Letter Agreement and summarized in the Application, are reasonable as required by section 328(a) of the Bankruptcy Code; and this Court finding that Raymond James does not hold or represent interests materially adverse to the Debtor's estates and is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code; and it appearing that the employment of Raymond James is in the best interests of the Debtor and its estates and creditors; and this Court having found that the Debtor's notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard any statements in support of the relief requested therein at any hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Application is GRANTED as set forth herein.
2. The Debtor is authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, effective as of the Petition Date, to employ and retain Raymond James as its investment banker in accordance with the terms and conditions set forth in the Application and the Engagement Letter Agreement, subject to the terms of this Order.

3. The Engagement Letter Agreement is approved pursuant to section 328(a) of the Bankruptcy Code, and Raymond James shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the time specified in, the Engagement Letter Agreement, as modified by this Order.

4. Notwithstanding anything to the contrary contained in the Application or the Engagement Letter Agreement, no amounts shall be paid to Raymond James absent an order of this Court approving an interim or final fee application seeking approval of the payment of its fees and expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court, except that the Debtor is authorized to pay the monthly Advisory Fee to Raymond James each month when required under the Engagement Letter Agreement without a prior fee application; *provided, however*, that the Debtor shall cause to be paid as a cost of a Transaction, and not solely out of proceeds thereof, and placed in escrow for the sole benefit of Raymond James at the time of consummation of any Transaction(s), the amount(s) of the Transaction Fee(s) and Raymond James's expenses pending the filing of and the Court's approval of any Raymond James fee application (other than as to monthly Advisory Fees, which shall be paid prior to Court approval), and upon approval of any such Raymond James fee application by the Bankruptcy Court, Raymond James shall be paid and/or may apply the amount(s) from the funds held in the escrow as and when awarded by the Court; *provided further however*, that terms of this Order shall not be construed to provide Raymond James a claim against non-sale proceeds senior to the claims of other retained professionals or other administrative creditors. For the avoidance of doubt, if a single Transaction constitutes both a Restructuring Transaction and a Business Combination Transaction, then Raymond James shall only be paid the greatest of the applicable

Restructuring Transaction Fee or Business Combination Transaction Fee.

5. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any guidelines established by the United States Trustee for the District of Delaware (the “U.S. Trustee”) regarding submission and approval of fee applications, Raymond James shall be excused from: (a) the requirement to maintain or provide detailed time records for services rendered postpetition in accordance with Bankruptcy Rule 2016(a) and Local Rule 2016-2, and (b) providing or conforming to any schedule of hourly rates. Instead, notwithstanding that Raymond James does not charge for its services on an hourly basis, Raymond James will maintain time records in half-hour (0.5) increments, setting forth, in a summary format, a description of the services rendered and the professional rendering such services on behalf of the Debtor.

6. Notwithstanding paragraphs 2 through 4 of this Order and any provision to the contrary in the Application or the Engagement Letter Agreement, the U.S. Trustee shall have the right to object to Raymond James’s request for compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code, and not section 328(a) of the Bankruptcy Code, accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of any such compensation and expense reimbursement; *provided, however*, that “reasonableness” shall be evaluated by comparing (among other things) the fees payable in the case to fees paid to comparable investment banking firms with similar experience and reputation offering comparable services in other chapter 11 cases and shall not be evaluated solely on an hourly or length-of-case based criteria.

7. The Indemnification Provisions set forth in the Engagement Letter Agreement are

approved, subject during the pendency of this Chapter 11 Case to the following:

- (a) Subject to the provisions of subparagraphs (b) and (c) below, the Debtor is authorized to indemnify, contribute, or reimburse, and shall indemnify, contribute, or reimburse Raymond James for any claims arising from, related to, or in connection with services to be provided by Raymond James as specified in the Application, but not for any claim arising from, related to, or in connection with Raymond James's postpetition performance of any other services other than those in connection with the engagement, unless such postpetition services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- (b) The Debtor shall have no obligation to indemnify Raymond James, or provide contribution or reimbursement to Raymond James, for any claim or expense that is either: (i) judicially determined (the determination having become final and non-appealable) to have arisen from Raymond James's gross negligence, 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 Raymond James's contractual obligations, unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) below, to be a claim or expense for which Raymond James should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter Agreement as modified by this Order; and
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this Chapter 11 Case, Raymond James believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Engagement Letter Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Raymond James must file an application in this Court, and the Debtor may not pay any such amounts to Raymond James before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Raymond James for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Raymond James. All parties in interest shall retain the right to object to any demand by Raymond James for indemnification, contribution, or reimbursement, and not as a provision limiting the duration of the Debtor's obligation to indemnify Raymond James.

8. In the event that during the pendency of this Chapter 11 Case, Raymond James requests reimbursement for any attorneys' fees or expenses, the invoices and supporting time records from such attorneys shall be included in Raymond James's fee applications, and such invoices and time records shall be paid in compliance with the applicable Bankruptcy Rules, Local Rules, and standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Raymond James shall be reimbursed for legal fees incurred in connection with this Chapter 11 Case only to the extent permitted under applicable law and the decisions of this Court.

9. Notwithstanding anything to the contrary contained in the Application or the Engagement Letter Agreement, Raymond James waives its right to any Break-up Amount.

10. The Monthly Advisory Fee due January 2025, and each Monthly Advisory Fee due thereafter, shall be credited in full against the Restructuring Transaction Fee.

11. Raymond James agrees to credit up to \$200,000 of any Financing Transaction Fee paid to Raymond James against any Restructuring Transaction Fee paid to Raymond James.

12. The definition of Transaction Value shall exclude the assumption of any lease liability in excess of amounts unpaid (i) as of the Petition Date and (ii) postpetition prior to such lease(s) being assumed by an Interested Party.

13. The definition of Restructuring Transaction shall exclude (i) a confirmed plan of liquidation proposed by the Debtor, (ii) conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, or (iii) dismissal of the Chapter 11 Case.

14. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order

shall be immediately effective and enforceable upon its entry.

15. In the event of any inconsistency between the Engagement Letter Agreement, the Application, and this Order, this Order shall govern.

16. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order, and during the pendency of this Chapter 11 Case, shall retain exclusive jurisdiction with respect to any proceedings arising from or related to the Engagement Letter Agreement.

Dated: November 12th, 2024
Wilmington, Delaware

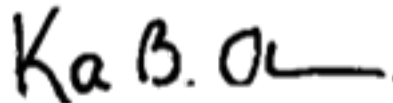

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

CONFIDENTIAL

August 20, 2024

Gritstone Bio, Inc.
5959 Horton Street, Suite 300
Emeryville, CA 94608
Attention: Andrew Allen, CEO

This letter agreement (this “Agreement”) confirms the terms pursuant to which Gritstone Bio, Inc. (together with affiliate, and/or any special purpose entity involved in or formed or used by Gritstone Bio, Inc. to effect or facilitate any *Transaction* (as defined below), and any successor to or assignee of all or a portion of its or any such entity’s assets and/or businesses, the “Company” or “you”) has retained Raymond James & Associates, Inc. (and including any of its affiliates assisting in executing this engagement, “Raymond James,” “we” or “us,” and together with the Company, each a “Party” and collectively, the “Parties”) to provide the Company with *Services* as defined in Section 1(a) below, relating to any possible Transaction, including the terms of any such Services provided by Raymond James before the date of this Agreement. As used in this Agreement, the term “affiliate” means, as to any applicable person or entity, any person or entity that exists now or after the date of this Agreement which directly or indirectly controls, is under common control with, or is controlled by, the applicable person or entity. As used in this Agreement, the term:

- (a) “Business Combination Transaction” means (i) the sale or transfer (however effectuated) of all or a substantial portion of the business, revenues, income, operations or assets (including the assignment of any executory contracts) of the Company or any its business units to, the sale or transfer (however effectuated) of a majority voting or economic interest in the Company’s securities or control of the Company to, or the merger of the Company with, one or more Interested Parties (including, without limitation, existing creditors, employees, affiliates and/or securityholders), or any other similar strategic transactions, joint ventures, combinations or undertakings between or involving the Company and one or more Interested Parties; and/or (ii) the acquisition, directly or indirectly by an *Interested Party* (as defined below) (or by one or more persons or entities acting together with an Interested Party pursuant to a written agreement or otherwise), in a single transaction or a series of transactions, of (A) all or a substantial portion of the assets or operations of the Company or (B) any outstanding or newly-issued shares of the Company’s equity securities (or any securities convertible into, or options, warrants or other rights to acquire such equity securities) (such equity securities and such other securities, options, warrants and other rights being collectively referred to as “Company Securities”) that results in holders of shares of the Company’s equity securities immediately prior thereto owning less than a majority voting or economic interest in the Company’s securities or control of the Company immediately thereafter.
- (b) “Existing Loan Agreement” means the Credit Agreement dated July 19, 2022 between Gritstone Bio, Inc., Hercules Capital, Inc. and Silicon Valley Bank.
- (c) “Financing Transaction” means any transactions, arrangements or undertakings (however effectuated) involving the issuance of debt, securities exchangeable or convertible into common or preferred stock, or equity or equity-linked securities (including royalties, profit sharing and other similar financing transactions) for or on behalf of the Company or securing loans or credit facilities for the Company (whether to raise funds, refinance outstanding securities or exchange securities or any combination thereof, provided that any such transaction involves the receipt by the Company of new consideration as opposed to the restructuring, renegotiation, forgiveness, or exchange with or by the holder of any outstanding debt obligations or equity securities of the Company, which would constitute a *Restructuring Transaction* (as defined below)) or such other financing of any type committed to complete any other Transaction; provided however, that, a Financing Transaction shall not include the sale of equity securities (or any securities convertible into, or options, warrants or other rights to acquire such equity securities) (i) pursuant to the Company’s existing sales agreement dated March 10, 2022 with respect to “at-the-market” sales or (ii)

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pursuant to “follow-on” equity offerings to the public markets (whether issued pursuant to an effective registration statement or as a “PIPE”) (a “Public Equity Offering”) that does not result in a Change of Control (pursuant to the rules and regulations of the Nasdaq Global Market) (unless such offering occurs following the commencement by the Company of a bankruptcy case pursuant to Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”).

- (d) “Interested Party” means any financial and/or strategic institutional investors or other investors or third parties who may be interested in participating in the particular Transaction.
- (e) “Restructuring Transaction” means any recapitalization, reorganization, restructuring, sale or transfer (however effectuated) of a material portion of the Company’s existing and potential preferred equity and/or debt obligations (including, without limitation, bank debt, bond debt, trade claims, lease obligations (both on and off balance sheet), partnership interests, membership interests, unfunded pension and retiree medical liabilities, tax claims, litigation claims and other liabilities (collectively, “Existing Obligations”)) that is achieved, without limitation, through a solicitation of waivers and consents from the holders of Existing Obligations, amendment or renegotiation of terms, conditions or covenants, rescheduling of maturities, change in interest rates, repurchase, settlement, cancellation or forgiveness of the Existing Obligations, conversion of the Existing Obligations into equity, an exchange offer involving new securities in exchange for the Existing Obligations, or other similar transaction or series of transactions.
- (f) “Transaction” means any Business Combination Transaction, Financing Transaction, or Restructuring Transaction.
- (g) “Transaction Fee” means any *Business Combination Transaction Fee* (as defined below), *Financing Transaction Fee* (as defined below), or *Restructuring Transaction Fee* (as defined below).

1. **Investment Banking Advisory Services** –

- (a) The Company hereby engages Raymond James as its sole and exclusive investment banking advisor, subject to Section 1(b), regarding a potential Restructuring Transaction. During the *Term* (as defined below), Raymond James agrees to assist the Company, as reasonably requested by the Company to (i) review and analyze the Company’s business, operations, properties, financial condition and Interested Parties, (ii) evaluate the Company’s debt capacity, including by advising the Company generally as to available financing and assist in the determination of an appropriate capital structure, (iii) evaluate potential Transaction alternatives and strategies, (iv) prepare documentation within our area of expertise that is required in connection with a Transaction, (v) identify Interested Parties regarding one or more particular Transactions, (vi) contact Interested Parties on behalf of the Company and with prior written consent by the Company, which Raymond James, after consultation with the Company’s management, believes meet certain industry, financial, and strategic criteria and assist the Company in negotiating and structuring a Transaction, and (vii) advise the Company as to potential Business Combination Transactions. Additionally, Raymond James will, as reasonably requested, (viii) advise the Company on tactics and strategies for negotiating with holders of the Company’s debt or other claims of the Company (“Stakeholders”), (ix) advise the Company on the timing, nature and terms of any new securities, other considerations or other inducements to be offered to its Stakeholders in connection with any Restructuring Transaction, and (x) participate in the Company’s board of directors meetings as determined by the Company to be appropriate, and, upon request, provide periodic status reports and advice to the board with respect to matters falling within the scope of Raymond James’s retention (collectively, items (i) through (x), the “Services”). The Company expressly acknowledges that Raymond James does not guarantee, warrant or otherwise provide assurance that the Company will be able to implement or consummate any Transaction or achieve any other result.

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- (b) Notwithstanding the foregoing, the Parties acknowledge and agree that: (i) the Company (A) has engaged Evercore, Inc. (“Evercore”) to provide advisory services related to transactions that may include a Business Combination Transaction outside of a Chapter 11 case involving the Company and (B) intends to engage other investment banking firms to provide advisory services related to a Public Equity Offering (together with Evercore, the “Other Advisors”); (ii) such Other Advisors shall be engaged by the Company under separate written agreements and such Other Advisors shall not have any rights or claims with respect to any fees or expenses payable to Raymond James hereunder; (iii) Raymond James and such Other Advisors are not and shall not be deemed for any purpose to be acting as an agent, joint venturer, or partner of the other; and (iv) Raymond James does not assume and will not be deemed to have responsibility, express or implied, for any actions or omissions of, or the performance of services by, such Other Advisors in connection with a Transaction or otherwise.
- (c) In the event the Company becomes a debtor in a case under the Bankruptcy Code, the Company shall file an application to retain Raymond James and use best efforts to have it heard at the “second day” hearing. Such application shall seek authorization from the bankruptcy court having jurisdiction over any Chapter 11 case commenced by the Company (the “Bankruptcy Court”) to retain Raymond James pursuant to (and subject to the standard of review of) Section 328(a) of the Bankruptcy Code, *nunc pro tunc* to the date on which the Company files its bankruptcy case, in accordance with the terms hereof and Addendum A attached to this Agreement and not subject to any other standard or review under Section 330 of the Bankruptcy Code. The Company shall supply Raymond James with a draft of such application and any proposed order authorizing Raymond James’s retention sufficiently in advance of their filing to enable Raymond James and its counsel to review and comment thereon. Services under this Agreement shall be subject to the entry of a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition (the “Retention Order”) approving the retention of Raymond James and this Agreement under Section 328(a) of the Bankruptcy Code, and Raymond James shall not be required to perform any services in a Chapter 11 bankruptcy case pursuant to this Agreement until the entry of the Retention Order. In any event, the Retention Order must be acceptable to Raymond James in all respects. In addition, the Company must include, and obtain Bankruptcy Court approval of, a carveout from liens (including replacement liens) or administrative expense claims (superpriority or otherwise) in all financing or cash collateral orders to pay any Transaction Fee(s) or expenses of Raymond James prior to and ahead of any pre- or post-bankruptcy indebtedness in any circumstance. If the Retention Order or carveout are not obtained (or is later terminated or set aside for any reason), Raymond James may terminate this Agreement and the Company shall reimburse Raymond James for all professional fees and out of pocket expenses reasonably incurred prior to such date of termination, unless prohibited from doing so by applicable law and/or the Bankruptcy Court.
- (d) The Company will, as Raymond James may request, provide the necessary assistance, participation, and information reasonably required at all steps and will cause management to be reasonably available and furnish, and cause management to furnish, Raymond James such information, data and cooperation relating to the Company and any potential or actual Transaction, as Raymond James may reasonably request, including, but not limited to, providing assistance, participation and cooperation in disseminating Materials and participation in conference calls, meetings and other communications with the Interested Parties and their advisors and representatives. Further, Company will be available, upon request, to answer reasonable inquiries from Interested Parties. Without limiting the foregoing, (i) the Company will promptly furnish to Raymond James the names and contact information of all third parties with which the Company or, to the Company’s knowledge, any of its directors, managers, affiliates or representatives, had during the twelve (12)-month period before the date of this Agreement or is continuing to have, discussions or contacts concerning a potential Transaction and (ii) if, during the Term, the Company or, to the Company’s knowledge, any of its directors, managers, affiliates or other advisors or representatives, receives any inquiry or offer from any third party concerning a potential Transaction (except in the case of a Business Combination Transaction

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involving an Other Advisor), the Company will refer all such inquiries or offers to Raymond James and promptly provide Raymond James with the names and contact information of all inquirers or offerors.

- (e) The Parties acknowledge and agree that (i) during the Term, the Company will not directly negotiate or consummate any Transaction without Raymond James's knowledge or involvement (except in the case of a Business Combination Transaction involving an Other Advisor that is consummated prior to a Trigger Event) and (ii) in consideration of Raymond James's agreement to provide the Services set forth in this Agreement, Raymond James will be paid in accordance with and subject to the terms and conditions of Section 2 of this Agreement, regardless of whether the Company, Raymond James or any Other Advisor actually procured the Interested Party or the definitive written agreement regarding the Transaction (the "Definitive Agreement").
- (f) Raymond James will not provide any legal, accounting, regulatory, appraisal or tax advice and will rely upon the Company and its other advisors for all such advice, nor will Raymond James render any formal opinion as to any Transaction. Without limiting the foregoing, if the Company requests assistance in negotiating non-disclosure agreements with Interested Parties, Raymond James will arrange for Ontra (d/b/a InCloudCounsel) to assist the Company, at the Company's expense. If the Company requests that Raymond James provide any services other than those expressly set out in Section 1(a), the Company and Raymond James will enter into an additional agreement that will set forth the nature and scope of such services, appropriate compensation and other customary matters, as mutually agreed between the Company and Raymond James.
- (g) Anti-Money Laundering (AML) and Customer Due Diligence (CDD) Compliance – U.S. federal laws and regulations require Raymond James to collect certain identification elements and perform related screening (the "AML/CDD Search Process") before accepting an investment banking engagement. Accordingly, upon the Company's execution and delivery of this Agreement, the Company will deliver to Raymond James a completed and signed form, attached as Addendum B (the "AML/CDD Form"), together with all applicable supporting documentation requested in the form. After conducting the AML/CDD Search Process, Raymond James will promptly notify the Company in writing if Raymond James determines in its sole discretion that it cannot provide the Services. In such event, this Agreement and our engagement with the Company will be void and of no force or effect ab initio. The Parties acknowledge and agree that (i) the effectiveness of this Agreement is contingent upon Raymond James's receipt of the AML/CDD Form and Raymond James's satisfactory completion in its reasonable determination of the AML/CDD Search Process and (ii) Raymond James will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if this Agreement and our engagement hereunder are terminated for the Company's or its beneficial owners' failure to provide aforementioned AML/CDD Form or other required or information documentation upon request.

2. **Fees** - In consideration of Raymond James's agreement to provide the Services, the Company will pay Raymond James as set forth in this Section 2:

- (a) Monthly Advisory Fee– The Company will pay Raymond James \$100,000 commencing upon the earlier of (i) initiation of Raymond James outreach to Interested Parties as directed by the Company, (ii) the Company's breach of a covenant under its Existing Loan Agreement, (iii) October 1, 2024, (iv) no later than ten (10) days prior to the Company's expected filing for protection from creditors pursuant to Chapter 11 of the Bankruptcy Code (collectively, a "Trigger Event") and an additional \$100,000 on each of the first day of the subsequent two months thereafter. After the first three (3) monthly advisory fees, the monthly advisory fee shall be reduced to \$75,000 (collectively, the "Monthly Advisory Fee") payable on the first day of each subsequent month.

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(b) Financing Transaction Fee –

(i) If, during the Term or during the twelve (12) months following any termination of this Agreement (subject to the restrictions set forth in this Agreement, the “Tail Period”), any Financing Transaction is agreed upon and subsequently closes (the “Financing Transaction Closing”), regardless of when such Financing Transaction Closing occurs, whether on a stand-alone basis or to consummate any other Transaction, the Company will pay Raymond James immediately and directly out of the proceeds of the placement, at the Financing Transaction Closing, a non-refundable cash transaction fee (the “Financing Transaction Fee”) equal to the greater of the sum of (1) two percent (2.0%) of the *Proceeds* (as defined below) of all first lien senior secured notes and bank debt raised, and (2) three percent (3.0%) of the Proceeds of any second lien or junior debt capital raised, and (3) six percent (6.0%) of equity or equity-linked securities raised. Provided, however, that to the extent the Financing Transaction includes an uncommitted accordion or similar credit feature, the Financing Transaction Fee for such accordion or similar feature shall be payable upon the commitment of such credit facility or its funding irrespective of the date of such commitment or funding.

(ii) For the purposes of this Agreement:

(A) A “commitment” shall occur if either (1) the Interested Party(ies) is contractually obligated to provide funds in connection with a Financing Transaction, or (2) the Interested Party(ies) assesses a commitment fee or loan fee in connection with a Financing Transaction.

(B) “Proceeds” means the gross consideration, before the deduction of any fees (including any Financing Transaction Fee), expenses (including any *Expenses*, as defined below) or other costs, received by, contributed to or invested in the Company, or the amounts of binding commitments (not based on the amount actually drawn or available at close) received for such Financing Transaction, in any form (including, but not limited to, cash or securities of any other party to such Financing Transaction, including the exercise price of any options or warrants received by or contributed to the Company). If such consideration is not in the form of cash then for the purpose of calculating the Proceeds, such consideration shall be valued at its then fair market value. For the avoidance of doubt, “Proceeds” shall include any subsequent increase in Proceeds received by or committed to the Company in an initial or secondary Financing Transaction, during the term of this Agreement and the Tail Period, whether pursuant to an amendment and/or any accordion, a replacement credit facility, or otherwise, in which any Interested Party participates.

(c) Restructuring Transaction Fee – If, during the Term or during the Tail Period, any Restructuring Transaction is agreed upon and subsequently closes (as applicable, a “Restructuring Transaction Closing”), regardless of when such Restructuring Transaction Closing occurs), the Company shall pay Raymond James a non-refundable cash transaction fee of \$1,500,000 (the “Restructuring Transaction Fee”). For the avoidance of doubt, the Company shall pay the Restructuring Transaction Fee, as a cost of the Restructuring Transaction, to Raymond James upon the earlier of (i) the closing of each Restructuring Transaction or (ii) the date on which any amendment to or other changes in the instruments or terms pursuant to which any Existing Obligations were issued or entered into became effective.

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August 20, 2024
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(d) Business Combination Transaction Fee –

- (i) If, during the Term or during the Tail Period, any Business Combination Transaction is agreed upon and subsequently closes (the “Business Combination Closing” and together with any Financing Closing or Restructuring Closing, each a “Closing”), regardless of when such Business Combination Closing occurs, the Company shall pay Raymond James immediately and directly out of the proceeds at the Business Combination Closing, as a cost of sale of such Business Combination Transaction, a non-refundable cash transaction fee (the “Business Combination Transaction Fee” and together with any Financing Fee or Restructuring Fee, each a “Transaction Fee”) based upon the *Transaction Value* (as defined below) in the Transaction equal to the greater of (i) \$1,500,000 and (ii) 3.0% of Transaction Value.
- (ii) Notwithstanding the foregoing, the applicable Business Combination Transaction Fee shall be reduced by twenty-five percent (25%) if a Business Combination Transaction is consummated after the occurrence of a Trigger Event but prior to the filing of a Chapter 11 bankruptcy case. For the avoidance of doubt, if a Business Combination Transaction is consummated following commencement of Chapter 11 proceedings, the full Business Combination Transaction Fee shall be owed by the Company to Raymond James. Notwithstanding the foregoing, if the Company signs a definitive agreement relating to a Business Combination Transaction prior to a Trigger Event and terminates Raymond James prior to a Trigger Event, then Raymond James shall not be entitled to a Business Combination Transaction Fee.
- (iii) As used in this Agreement, the term “Transaction Value” means the total amount of cash and the fair market value of all securities or other property paid or payable, directly or indirectly, to you or to your equityholders in connection with a Business Combination Transaction that is consummated, including, without limitation and without duplication: (A) cash; (B) deferred or installment payments, notes or other debt obligations issued in the Business Combination Transaction and payable in installments or otherwise deferred, including amounts held in escrow; (C) equity securities (which shall be valued as provided in the next subparagraph below) and other property (which will be valued consistent with the terms of the definitive agreement executed in accordance with the Transaction); (D) the in-the-money value of assumed, “cashed out” or substituted options, warrants or other rights to acquire capital stock (whether or not vested); (E) any indebtedness or other liabilities of the Company (1) assumed by a Interested Party in an acquisition of assets or which remains outstanding at the time of Business Combination Closing in all other cases (other than ordinary course trade payables that are not *Overdue* (as defined below), and subject to offset for any of the Company *Unrestricted Cash* (as defined below) transferred in such Transaction), or (2) decreased, repaid or extinguished in connection with or anticipation of a Business Combination Transaction; (F) future contingent payments, including those related to future earnings or operations; (G) amounts paid pursuant to retention, phantom equity, change of control or similar bonus or payment arrangements; (H) amounts paid expressly for non-competition agreements in excess of those arrangements currently in existence; and (I) amounts paid to the Company’s equityholders in connection with a Transaction, but not in the ordinary course of business consistent with past practice, in the form of dividends, capital distributions, or partial or liquidating distributions. The value of all non-cash consideration, other than consideration in the form of equity securities, will be the fair market value thereof on the day before the Business Combination Closing.

The value of equity securities that are publicly traded (including over-the-counter) will be valued at the 20-trading day average as of the last trading day prior to the Business Combination Closing, and the value of equity securities that are not publicly traded will be the *FMV* (as defined below) on the day before the Business Combination Closing date.

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In the case of a Business Combination Transaction structured as a sale, transfer, exchange or purchase of equity securities, if less than 100% of the equity of the Company is transferred in the Business Combination Transaction, Transaction Value will include the value of any retained or rolled-over interest in the Company based on the value paid for or ascribed to the equity interests transferred in the Business Combination Transaction. In the case of a Business Combination Transaction structured as a sale, transfer, exchange or disposition of assets, if less than 100% of the assets of the Company are transferred in the Business Combination Transaction, Transaction Value shall include the fair market value of any assets (including, without limitation, accounts receivable, inventory, investments, cash and cash equivalents) retained by the Company.

In the case of a joint venture or similar transaction (a “Joint Venture”), the aggregate value of the proceeds, assets and other consideration contributed or to be contributed to such Joint Venture by the Company in connection with the Business Combination Transaction, including, without limitation, cash, notes, securities, intellectual property, licenses, marketing or distribution rights and other property and the amount of any liabilities of the type described in item (E) above assumed by such Joint Venture from the Company.

The Company will pay Raymond James, at the Business Combination Closing, the Business Combination Transaction Fee corresponding to those portions of the Transaction Value that are (a) subject to an escrow or other holdback upon the establishment of such escrow or other holdback (based on the face value thereof), and (b) subject to an earn-out or contractual contingency (including future contingent payments, including those related to future earnings or operations) based on the FMV of such Future Contingent Payments.

Transaction Value will not be reduced by the Transaction Fee or any other costs or expenses of the Company paid or payable in connection with a Business Combination Transaction, including, but not limited to, any expenses described in Section 3. If the Definitive Agreement provides that the Transaction Fee or any other costs or expenses of the Company paid or payable in connection with the Transaction are deducted from the purchase price, then such fees, costs or expenses will be added back to Transaction Value for purposes of calculating the Transaction Fee.

“Unrestricted Cash” means cash on the Company balance sheet prior to Closing that is not designated under the Definitive Agreement as “*restricted*” (meaning not available for distribution to, or allocation or crediting for the benefit of, selling equity holders, such as, without limitation, customer deposits, collateral pledges, security deposits on pending contracts, and the like).

Trade payables are “Overdue” when they are both contractually past due and the obligee has not agreed to *dating* or a deferred payment plan.

“FMV” of a privately-traded equity security or stream of cash payments over time means the fair market value thereof as determined either according to the terms set forth in the Definitive Agreement governing the Transaction or, in the absence of clear guidance therein, as set by the Parties’ reasonable written agreement based on such Transaction’s financial terms.

- (iv) Break-up Amount – Additionally, if the Company or its securityholders enters into a Definitive Agreement regarding a Business Combination Transaction that is later terminated, and the Company or its securityholders receives a “break-up”, “termination”, or similar fee or payment including, without limitation, any judgment for damages or amount in settlement of any dispute as a result of such termination, the Company will pay Raymond James a cash fee (the “Break-up Amount”) equal to twenty-five] percent (25.0%) of all such amounts promptly upon receipt by the Company or its securityholders. In the event a Transaction Fee is thereafter payable pursuant to this Agreement, the Break-up Amount will be fully creditable (to the extent paid) against such Transaction Fee.

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- (e) Notwithstanding the foregoing, in the event the Company (i) signs a definitive agreement relating to a transaction prior to the occurrence of a Trigger Event which provides the Company with proceeds in an amount necessary to satisfy the Company's projected cash flow needs for the next twelve (12) months following such raise, and provides Raymond James written notice that such a transaction raised sufficient capital, and (ii) such transaction closes within 30 days thereafter, Raymond James will waive the Tail Period; provided that if the Company agrees to enter into a Restructuring Transaction or Financing Transaction during such twelve (12) month period, the Tail Period shall be automatically reinstated and Raymond James shall be entitled to a Transaction Fee on account of such transaction.

3. **Reimbursement of Expenses; Company's Professional Fees** – Regardless of whether a Transaction is consummated, the Company will reimburse Raymond James, upon the earlier of (a) thirty (30) days of from the Company's receipt of an invoice from Raymond James or (b) the Closing of any Transaction, by wire transfer of immediately available funds via wire transfer instructions set forth in Raymond James's invoice for such amounts to the Company, for all out-of-pocket expenses (including, without limitation, the fees and disbursements of its outside legal counsel) reasonably incurred by Raymond James in connection with entering into and performing the services pursuant to this Agreement ("Expenses"); provided that the Company shall not be required to provide such reimbursement in excess of \$50,000 in the aggregate unless authorized by the Company (such authorization not to be unreasonably withheld, conditioned or delayed). The foregoing limitation on Expense reimbursement shall not affect the Company's obligations as set forth in Sections 5 or 8(c) of this Agreement or in Addendum A attached to this Agreement. The Company will also bear all of its own costs it incurs in connection with any Transaction, including, without limitation, the Company's legal and accounting fees and disbursements, the costs of reproducing any marketing materials, and any due diligence data room fees or charges.

4. **Term** –

- (a) The term of this Agreement will commence on the date of this Agreement and will continue (and will not terminate, expire or be deemed completed) until terminated by either Party upon fifteen (15) days' prior written notice to the other Party (the "Term"). Sections 2 through 8 of this Agreement, and Addendum A attached to this Agreement will survive any termination of this Agreement. Additionally, if Raymond James has not been fully reimbursed for its Expenses (unless contested in writing in good faith by the Company) pursuant to Section 3 of this Agreement as of the termination date, the Tail Period, will be deemed extended and will continue until the date on which Raymond James is fully reimbursed for its Expenses.
- (b) Notwithstanding anything to the contrary contained herein: (i) Raymond James will not be entitled to a Transaction Fee hereunder if, prior to the Closing of such Transaction, it unilaterally terminates its engagement hereunder in writing (other than a termination effected in connection with a Closing and payment of a Transaction Fee); and (ii) if, prior to the signing of a definitive agreement for a Transaction, (A) the Company provides written notice to Raymond James that it is terminating Raymond James' engagement due to the commission of an act of bad faith or gross negligence by Raymond James in the performance of its Services hereunder, and (B) such act of bad faith or gross negligence is not promptly cured (if such cure is possible) by Raymond James in a manner reasonably acceptable to the Company, then no Transaction Fee(s) shall be paid or payable hereunder. Any dispute between the Parties as to whether Raymond James committed any acts constituting bad faith or gross negligence that were not or could not be cured in a timely fashion shall be resolved according to the arbitration provisions set forth in Section 8(e) below).

Gritstone Bio, Inc.
August 20, 2024
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(c) Further, notwithstanding anything to the contrary contained herein, if the Company completes either a Restructuring Transaction or Business Combination Transaction for which Raymond James is contemporaneously paid a Transaction Fee as set forth herein and the Company terminated this Agreement in accordance with the terms hereof, the Tail Period shall not apply.

5. **Indemnification** – In consideration of Raymond James signing this Agreement and agreeing to perform Services pursuant to this Agreement, the Company will execute and perform the obligations as provided in Addendum A attached to this Agreement.
6. **Confidentiality** – Raymond James agrees to use all confidential and proprietary information provided to it by or on behalf of the Company hereunder solely for the purpose of providing the Services that are the subject of this Agreement and to treat all such information confidentially; provided, however, that nothing herein will prevent Raymond James from (a) sharing such information with its directors, officers, employees, attorneys, or representatives of it or the Company who need to know such information in connection with a possible Transaction, or (b) disclosing such information pursuant to the order of any court or administrative agency, or pursuant to the order or request from any regulatory body with jurisdiction over Raymond James. Notwithstanding the foregoing, such confidential and proprietary information does not include any information: (i) that was already in the possession of Raymond James or any of its representatives, or was available to Raymond James or any of its representatives on a non-confidential basis, prior to the disclosure to Raymond James or such representatives; (ii) obtained by Raymond James or any of its representatives from a third party which, insofar as is known by Raymond James or such representatives, is not subject to any prohibition against disclosure; (iii) which was or is independently developed by Raymond James or any of its representatives without violating any confidentiality obligation under this paragraph; or (iv) which was or becomes generally available to the public through no fault of Raymond James. The provisions of this paragraph will automatically terminate one (1) year following the earlier of the completion of the Transaction or the termination of this Agreement. This Agreement supersedes any other agreement regarding confidentiality that may have been previously entered into between the Company and Raymond James.
7. **Publicity** – Following the Closing of a Transaction or public announcement or disclosure thereof in any initial press release or other similar announcement by the Company regarding such Transaction, Raymond James will have the right, at its expense, to publicize Raymond James's role as investment banking advisor to the Company with respect to such Transaction (including in customary "tombstone" announcements or other advertisements in financial and other newspapers and journals and marketing materials), and the Company agrees that Raymond James may use the Company's logo or other identifying marks in any such publicity. The Company will not publish, refer to, describe or characterize Raymond James's engagement under this Agreement or the terms of this Agreement, or the advice provided to the Company by Raymond James, without the prior written approval of Raymond James in each instance.
8. **Miscellaneous** –
 - (a) The Company acknowledges that providing accurate and complete information to Interested Parties is essential to a successful engagement. Any information that the Company provides to Raymond James will, to the Company's knowledge after reasonable inquiry and/or investigation, not contain any misstatement or untrue statement of a material fact, or omit to state any material fact necessary to make such information not false or misleading. During the Term, the Company will continue to inform Raymond James of any material developments or matters that occur or come to the Company's attention with respect to the Company or the matters contemplated by this Agreement. The Company agrees that it will review any marketing materials prepared or distributed in connection with the Services, and will promptly inform Raymond James if the marketing materials contain any statement which is untrue or misleading in any material respect or any omissions of material fact. The Company recognizes and confirms that Raymond James, in the performance of the Services: (i) may rely upon

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such information received from the Company, Interested Parties or their respective advisors, without independent verification by Raymond James; and (ii) does not assume responsibility for the accuracy or completeness of any publicly available information or such information received from the Company, Interested Parties or their respective advisors, whether or not Raymond James makes an independent verification of such information, and does not have any obligation to conduct any evaluation or appraisal of the assets or liabilities of the Company or any other party; and (iii) will assume that any financial projections or forecasts (including cost savings or synergies) that may be furnished to or discussed with the Company or its representatives have been reasonably prepared and reflect the best then currently available estimates and judgements of the Interested Parties management. The Company will inform Raymond James of the signing of any Definitive Agreement for a Transaction or Closing of any Transaction for which a Transaction Fee will be payable.

- (b) The Company acknowledges and agrees that Raymond James has been engaged solely as an investment banking advisor to the Company with respect to a possible Transaction, and no fiduciary, agency or similar relationship has been created in respect of any Transaction or the Services provided to the Company or any other party, regardless of whether Raymond James or any of its affiliates has advised or is advising the Company on any other matters. In connection with this engagement, Raymond James is acting as an independent contractor, with the only rights and obligations between Raymond James and the Company as set forth in this Agreement. The Services provided by Raymond James are solely for the benefit of the Company and are not intended to, nor will they be deemed or construed to, create any duty toward or confer any rights upon any persons or entities not a Party (including, without limitation, securityholders (in their capacities as such), employees or creditors of the Company or any Interested Party) as against Raymond James or its affiliates or their respective directors, officers, agents and employees. All analyses, reports, and related materials (the “Materials”) that Raymond James will provide under this Agreement are proprietary to Raymond James and for the exclusive use of the Company’s board of directors (or persons performing in a similar governing capacity) for the sole purpose of evaluating a potential Transaction. Without the prior written consent of Raymond James, the Company may not disclose any Materials to any person other than the Company’s management and board of directors (or persons performing in a similar governing capacity).
- (c) If Raymond James is legally required or requested by the Company or its counsel to render services in any pending or threatened proceeding (including, but not limited to, producing documents, answering interrogatories or providing testimony), the Company will pay Raymond James’s then current hourly rates for the persons involved for the time expended in rendering such services, including, but not limited to, time for meetings, conferences, preparation and travel, and all related reasonable out-of-pocket expenses (including, without limitation, the reasonable fees and expenses of Raymond James’s outside legal counsel incurred in connection with such services).
- (d) The Company acknowledges and agrees that Raymond James and its parent company and affiliated entities are a comprehensive, international financial services firm involved in a wide range of commercial banking, investment banking and other activities (including investment management, corporate finance and securities issuing, trading and research) for their own account and otherwise. Raymond James and its affiliates may have interests that differ from the Company’s interests. Raymond James and its affiliates have no duty to disclose to the Company, or use for the Company’s benefit, any information acquired in the course of providing services to any other party, engaging in any transaction or carrying on any other businesses. Raymond James’s employees, officers, partners and affiliates may at any time own the Company’s securities or those of any other entity involved in any transaction contemplated by this Agreement. Raymond James recognizes its obligations under applicable securities laws in connection with the purchase and sale of such securities. The Company further acknowledges that, prior to the date of this Agreement, and in the ordinary course of business, Raymond James investment banking personnel (which may include investment banking personnel

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providing services to the Company under this Agreement) may have from time to time held discussions with and provided information to an Interested Party or Prospect regarding various market and strategic matters, including a potential transaction with the Company, and that such information and the content of such discussions may be used or relied upon by an Interested Party or Prospect in connection with its determinations in respect of a Transaction with the Company.

- (e) This Agreement will be exclusively governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of laws principles thereof or of any other jurisdiction that would require the application of the laws of another jurisdiction.

All claims arising out of the interpretation, application or enforcement, or otherwise relating to the subject matter, of this Agreement, including, without limitation, any breach of this Agreement, will be settled by final and binding arbitration before a panel of three (3) arbitrators appointed by the American Arbitration Association, in accordance with the commercial rules then prevailing of the American Arbitration Association with all arbitration hearings to be held in New York County, New York. The decision of the arbitrators will be binding on Raymond James and the Company and may be entered and enforced in any court of competent jurisdiction by either Party. The arbitration will be pursued and brought to conclusion as rapidly as is possible.

TO THE EXTENT PERMITTED BY LAW, EACH OF RAYMOND JAMES AND THE COMPANY VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE ENGAGEMENT OF RAYMOND JAMES PURSUANT TO, OR THE PERFORMANCE BY RAYMOND JAMES OF, THE SERVICES.

In any action, suit, or proceeding between the Company and Raymond James arising out of the interpretation, application or enforcement, or otherwise relating to the subject matter, of this Agreement, including, without limitation, any breach of this Agreement, the prevailing Party will be entitled to an award of reimbursement from the non-prevailing Party of the prevailing Party's reasonable attorneys' fees and costs, including fees and costs incurred by the prevailing Party in obtaining or enforcing an award or judgment.

- (f) This Agreement (including any addenda or schedules attached to this Agreement) is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Without limiting the generality of the foregoing, following any Closing, the Company's obligations under this Agreement (including, without limitation, Addendum A attached to this Agreement) will become the obligations of any successor entity resulting from any Transaction.
- (g) The Company agrees not to assign or delegate this Agreement in whole or in part without the prior written consent of Raymond James and any attempted assignment or delegation without Raymond James's prior written consent will be voidable at Raymond James's sole and absolute discretion.
- (h) Raymond James, the other RJ Parties (as to Section 5 and Addendum A), and their respective successors and assigns are intended third-party beneficiaries and may directly enforce their rights under this Agreement (including any addenda or schedules attached to this Agreement) against Gritstone Bio, Inc., any other person or entity that falls within the definition of "*Company*" and/or their respective successors and permitted assigns.
- (i) This Agreement (and any addenda or schedules attached to this Agreement) constitute the entire agreement between the Parties regarding the subject matter of this Agreement and supersede any prior agreements or understandings, written or oral, between them. Any modification or amendment to this Agreement or any waiver of any rights or remedies by any Party must be set forth in writing, fully executed by the Parties and delivered to the other Party.

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- (j) Any notice must be sent to the respective Parties at the following addresses: If to the Company: Gritstone Bio, Inc.; 5959 Horton Street, Suite 300, Emeryville, CA 94608; Attn: Celia Economides, Chief Financial Officer; email: celia@gritstone.com. If to Raymond James: Raymond James & Associates, Inc.; 880 Carillon Pkwy.; Saint Petersburg, FL 33716; Attn: Tom Donegan, General Counsel, Investment Banking – Global Equities and Investment Banking; email: tom.donegan@raymondjames.com.
- (k) This Agreement has been reviewed by the signatories hereto and their counsel. There will be no construction of any provision against Raymond James because this Agreement was drafted by Raymond James, and the Parties waive any statute or rule of law to such effect. If any provision of this Agreement is determined by a court or arbitration panel having jurisdiction to be unenforceable to any extent, the rest of that provision (if applicable) and the balance of this Agreement will remain enforceable to the fullest extent permitted by law.
- (l) All amounts payable under this Agreement are denominated in U.S. dollars, and will be paid in U.S. dollars via wire transfer of immediately available funds in accordance with instructions set forth in Raymond James's invoice. All amounts payable under this Agreement will be paid without set-off and without deduction for any withholding, value-added or other similar taxes, charges, fees or assessments. Without limiting any other provision of this Agreement, if any applicable Transaction Fee is not paid in full when due, then interest at the highest rate permissible under the applicable state law shall be due, earned and fully payable on the unpaid Transaction Fee beginning at the time that the Transaction Fee is due and continuing until such time as the Transaction Fee is paid in full.
- (m) In order to comply with its books and records requirements under applicable securities laws, rules and regulations (including FINRA rules), Raymond James may, subject to compliance with *Applicable Law* (as defined below), capture and retain copies of written communications with or by the Company (including mail, emails, texts or similar electronic communications, or documentation of meetings). The Company agrees that Raymond James may deliver copies of such written communications to any court or competent authority. Raymond James will keep or cause to be kept records in relation to the Services provided under these terms of business in accordance with *Applicable Law*. As used in this Agreement, the term "Applicable Law" means any applicable statutes, laws, ordinances, rules, regulations, supervisory guidance, codes, orders, common laws, judgments, authorizations, consents, practices or other requirements of any federal, state, local or foreign or political subdivision thereof, including the federal Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), as amended, and, if applicable, the Canada Anti-SPAM Legislation (S.C. 2010, c. 23), or any regulatory agency (including any self-regulatory organization) with jurisdiction over any Party hereto, or any arbitrator, court or tribunal of competent jurisdiction.
- (n) Each of the Company and Raymond James hereby represents to the other as follows: the execution and delivery of this Agreement and the performance by such Party of its obligations hereunder have been duly and validly authorized by such Party, and this Agreement has been duly executed and delivered by such Party, and constitutes the valid and legally binding agreement of such Party, enforceable against such Party in accordance with its terms.

[Signature Page Follows]

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Agreed and accepted (this Agreement may be executed in one or more counterparts, and sent by facsimile or electronic transmission, and each such counterpart will be an original and all of which will together constitute one and the same instrument):

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Geoffrey Richards, Senior Managing Director – Investment Banking Signature Date

AGREED AND ACCEPTED:

GRITSTONE BIO, INC.

By:  _____
Aug 20, 2024
Signature Date

Attachments

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Agreed and accepted (this Agreement may be executed in one or more counterparts, and sent by facsimile or electronic transmission, and each such counterpart will be an original and all of which will together constitute one and the same instrument):

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Geoffrey Richards, Senior Managing Director – Investment Banking

Signature Date

8/20/24

AGREED AND ACCEPTED:

GRITSTONE BIO, INC.

By: _____

Andrew Allen, CEO

Signature Date

Attachments

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ADDENDUM A

Pursuant to the foregoing letter agreement dated August 20, 2024, (the “Agreement”), **Gritstone Bio, Inc.** (as further described in the Agreement, the “Company”), will indemnify, defend and hold harmless **Raymond James & Associates, Inc.** and **Raymond James Financial, Inc.** (together, “Raymond James”) and their respective affiliates, together with their and their affiliates’ respective officers, directors, managers, members, partners, securityholders, employees and agents, and each Person (as defined below), if any, who controls Raymond James or any of its affiliates within the meaning of the U.S. Securities Act of 1933, as amended, or the U.S. Securities Exchange Act of 1934, as amended (all of the foregoing are referred to collectively as “RJ Parties” and individually as an “RJ Party”), from and against any and all (a) claims, actions (including securityholder claims or actions, derivative or otherwise), demands, investigations and proceedings of any kind or nature (collectively, “Proceedings”) threatened, brought or established against any RJ Party by any party (“Person”), and (b) losses, claims, judgments, penalties, fines, charges, costs (including reasonable professional or legal fees and other costs of litigation or other proceedings), damages, taxes, liabilities of any kind or nature, whether joint or several (collectively, “Losses”), which such RJ Party may suffer or incur under any statute, common law, contract, tort or otherwise (including, without limitation, all such Losses suffered or incurred in considering, preparing for, responding to, disputing, or otherwise dealing with any actual or potential Proceedings, including any Proceeding brought in connection with any RJ Party’s right to be indemnified pursuant to this Addendum A), directly or indirectly arising out of, relating to or in connection with (i) the Agreement, the services provided in connection with the Agreement, or the exercise of Raymond James’s rights under the Agreement (including this Addendum A), or (ii) any transaction referred to in the Agreement or any transaction arising out of the transactions contemplated by the Agreement (each an “Indemnified Claim”), except solely to the extent that any such Indemnified Claim is found, in a final, unappealable judgment by a court of competent jurisdiction, to have resulted primarily as a direct and proximate cause from said RJ Party’s willful misconduct or gross negligence (other than an action or failure to act undertaken or refrained from being undertaken at the written or express request of or with the written or express consent of the Company) (an “Excluded Act”).

No Proceeding will be brought against any RJ Party to recover any Losses that the Company, its securityholders, officers, directors/managers or creditors, or any other Person in connection with any Indemnified Claim, may suffer or incur by reason of or in connection with any Indemnified Claim, and no RJ Party will have any liability to the Company, its securityholders, officers, directors/managers or creditors, or any other Person by reason of or in connection with any Indemnified Claim, whether such Loss arises under any statute, common law, contract, tort or otherwise, except solely to the extent that any such Losses or liability is found, in a final, unappealable judgment by a court of competent jurisdiction, to have resulted primarily as a direct and proximate cause from said RJ Party’s Excluded Act. Nothing in the Agreement (including this Addendum A) will be construed as rendering Raymond James or any other RJ Party liable, under any circumstances and under any theory of law, to the Company, the Company’s securityholders, officers, directors/managers or creditors, or any other Person in respect of any indirect, incidental, special, consequential or punitive damages even if Raymond James or any other RJ Party have been advised as to the possibility thereof. The aggregate liability of all RJ Parties to the Company, the Company’s securityholders, officers, directors/managers or creditors, and any other Person, under any statute, common law, contract, tort or otherwise, for any Loss suffered by such party arising from or in connection with the services provided under the Agreement, however the Loss is caused, will not exceed the amount of the fees actually received by Raymond James in connection with this Agreement.

If for any reason the foregoing indemnity is unavailable to an RJ Party or is insufficient to fully hold any RJ Party harmless, the Company will contribute to the amount paid or payable by such RJ Party as a result of such unavailability or insufficiency in such proportion as is appropriate to reflect the relative benefits received by and fault of the Company on the one hand, and the relative benefits received by and fault of the RJ Party on the other hand, as well as any relevant equitable considerations. The relative benefits to the Company on the one hand and an RJ Party on the other hand will be deemed to be in the same proportion as the total value paid or received or contemplated to be paid or received by the Company and its securityholders, as the case may be, whether or not the transaction contemplated by the Agreement closes, bears to the fees actually received by Raymond James pursuant to the Agreement, and the relative fault of the Company on the one hand and an RJ Party on the other hand will be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or incorrect opinion or conclusion or the omission or alleged omission to state a material fact related to information supplied by the Company or its agents, advisors or affiliates on the one hand or by the RJ Party on the other hand, as well as the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement, opinion, conclusion or omission. Notwithstanding anything in this Addendum A to the contrary, the aggregate contribution of all of the RJ Parties for all Indemnified Claims will not exceed the amount of the fees actually received by Raymond James in connection with this Agreement.

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The Company will reimburse each RJ Party for all reasonable costs and expenses (including, without limitation, fees and expenses of outside counsel) incurred by the RJ Parties (including all such costs and expenses incurred to enforce the terms of this Addendum A) as they are incurred in connection with investigating, preparing, defending or settling or otherwise relating to any threatened or pending Proceeding for which indemnification or contribution has or could be sought by the RJ Party, whether or not in connection with a Proceeding in which any RJ Party is a named party.

The indemnity, contribution and expense reimbursement agreements and obligations set forth in this Addendum will be in addition to any other rights, remedies or indemnification as to which any RJ Party may have or be entitled at common law or otherwise, will survive any termination of the Agreement or completion of services under the Agreement, will remain operative and in full force and effect regardless of any investigation made by or on behalf of any RJ Party. The Company further agrees that the indemnification, contribution and reimbursement obligations set forth in this Addendum A will apply whether or not Raymond James or any other RJ Party is a formal party in any such Indemnified Claim.

The Company will not settle, compromise or consent to judgment, or participate in or otherwise facilitate any such settlement, compromise or consent, with respect to any Indemnified Claim without the prior consent of Raymond James or any RJ Party involved in such Indemnified Claim unless (i) there is no admission of wrongdoing, negligence or improper activity of any kind of or by Raymond James or such RJ Party in such settlement, compromise or consent and (ii) there is an unconditional release of all RJ Parties from all liability on claims that are the subject matter of or arise out of such Indemnified Claim.

This Addendum A will survive any termination or completion of the engagement provided by the Agreement.

Agreed and accepted (this Addendum may be executed in one or more counterparts, and sent by facsimile or electronic transmission, and each such counterpart will be an original and all of which will together constitute one and the same instrument):

<p>RAYMOND JAMES & ASSOCIATES, INC.</p> <p>By: _____ Geoffrey Richards, Senior Managing Director – Investment Banking</p> <p>Signature Date: _____</p>	<p>GRITSTONE BIO, INC.</p> <p>DocuSigned by: By:  CF4AB42AE93D475 Andrew Allen, CEO</p> <p>Signature Date: <u>Aug 20, 2024</u></p>
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Gritstone Bio, Inc.
August 20, 2024
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The Company will reimburse each RJ Party for all reasonable costs and expenses (including, without limitation, fees and expenses of outside counsel) incurred by the RJ Parties (including all such costs and expenses incurred to enforce the terms of this Addendum A) as they are incurred in connection with investigating, preparing, defending or settling or otherwise relating to any threatened or pending Proceeding for which indemnification or contribution has or could be sought by the RJ Party, whether or not in connection with a Proceeding in which any RJ Party is a named party.

The indemnity, contribution and expense reimbursement agreements and obligations set forth in this Addendum will be in addition to any other rights, remedies or indemnification as to which any RJ Party may have or be entitled at common law or otherwise, will survive any termination of the Agreement or completion of services under the Agreement, will remain operative and in full force and effect regardless of any investigation made by or on behalf of any RJ Party. The Company further agrees that the indemnification, contribution and reimbursement obligations set forth in this Addendum A will apply whether or not Raymond James or any other RJ Party is a formal party in any such Indemnified Claim.

The Company will not settle, compromise or consent to judgment, or participate in or otherwise facilitate any such settlement, compromise or consent, with respect to any Indemnified Claim without the prior consent of Raymond James or any RJ Party involved in such Indemnified Claim unless (i) there is no admission of wrongdoing, negligence or improper activity of any kind of or by Raymond James or such RJ Party in such settlement, compromise or consent and (ii) there is an unconditional release of all RJ Parties from all liability on claims that are the subject matter of or arise out of such Indemnified Claim.

This Addendum A will survive any termination or completion of the engagement provided by the Agreement.

Agreed and accepted (this Addendum may be executed in one or more counterparts, and sent by facsimile or electronic transmission, and each such counterpart will be an original and all of which will together constitute one and the same instrument):

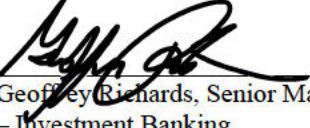
<p>RAYMOND JAMES & ASSOCIATES, INC.</p> <p>By:  Geoffrey Richards, Senior Managing Director – Investment Banking</p> <p>Signature Date: <u>8/20/24</u></p>	<p>GRITSTONE BIO, INC.</p> <p>By: _____ Andrew Allen, CEO</p> <p>Signature Date: _____</p>
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EXHIBIT B

RAYMOND JAMES INVOICE

Invoice Number **921708548070****RAYMOND JAMES®****Invoice****Gritstone Bio, Inc.**

Invoice Date: 04/14/2025

Attention: Celia Economides, CFO
 5959 Horton Street, Suite 300
 Emeryville, CA 94608

For questions, email:
 RMBBillingTeam@RaymondJames.com

Summary

Description	Amount
Outstanding Balance	0.00 USD
Current Period Fees	279,416.10 USD
Total	279,416.10 USD

Current Period Fees

Description	Amount
Restructuring Transaction Fee	250,000.00 USD
Reimbursable Expenses	26,636.10 USD
Legal Fees	2,780.00 USD
Total	279,416.10 USD

Comments

Reimbursable Expenses and Legal Fees pursuant to Section 3, and Restructuring Transaction Fee pursuant to Section 2(c), of the Engagement Letter dated August 20, 2024.

Methods of Payment**Wire/ACH**

The Bank of New York Mellon
 One Wall Street
 New York, NY 10286
 ABA [REDACTED] 0018
 For Credit To: Raymond James & Associates, Inc.-ECM RMB Acct
 Acct [REDACTED] 4911 Deal Code: [REDACTED] H653

EXHIBIT C

RAYMOND JAMES TIMESHEETS



Raymond James Investment Banking - Timesheet

April 2025

Debtor(s):	Gritstone bio, Inc.
Case Number:	24-12305
Start Date:	10/10/2024
End Date:	4/4/2025

Time Spent by Raymond James Professionals*October 10, 2024 to April 04, 2025*

Professional	Position	Total Hours
Geoffrey Richards	Senior Managing Director	182.5
Eric Francois	Managing Director	153.5
Simon Wein	Director	187.0
Allena Baker	Vice President	154.5
Brandon Weber	Vice President	200.0
Casey Brooks	Associate	151.0
Darius Tam	Analyst	213.0
Mike Brown	Analyst	152.0
Total		1,393.5

Summary of Services Rendered by Raymond James Professionals*October 10, 2024 to April 04, 2025*

Project Description	Total Hours
Sale Process	840.5
General Case Administration	349.0
Creditors' Communications	65.0
DIP Financing	58.0
Retention	57.0
Travel	24.0
Total	1,393.5

Date	Professional	Activity	Hours	Project Description
10/10/2024	Geoffrey Richards	Bankruptcy Coordination Call with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/10/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/11/2024	Geoffrey Richards	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/11/2024	Geoffrey Richards	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/13/2024	Geoffrey Richards	DIP Financing Discussion with FSI	0.5	DIP Financing
10/13/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
10/14/2024	Geoffrey Richards	Discussions with Potential Bidders	2.5	Sale Process
10/15/2024	Geoffrey Richards	Bankruptcy Coordination call with Gritstone	0.5	General Case Administration
10/15/2024	Geoffrey Richards	DIP Financing Discussion with FSI	0.5	DIP Financing
10/15/2024	Geoffrey Richards	First Day Pleadings & Company Overview Presentation Review with Gritstone and PSZJ	0.5	General Case Administration
10/16/2024	Geoffrey Richards	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/16/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
10/16/2024	Geoffrey Richards	First Day Hearing	1.0	General Case Administration
10/16/2024	Geoffrey Richards	RJ Internal Alignment Call	0.5	General Case Administration
10/17/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/17/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
10/17/2024	Geoffrey Richards	Tax Discussion with Gritstone, PSZJ, FEN, Moss Adams	0.5	DIP Financing
10/18/2024	Geoffrey Richards	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/18/2024	Geoffrey Richards	Discussion with Gritstone	0.5	Sale Process
10/20/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
10/21/2024	Geoffrey Richards	Discussions with Potential Bidders	1.0	Sale Process
10/21/2024	Geoffrey Richards	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/21/2024	Geoffrey Richards	Update Discussion with PSZJ	0.5	General Case Administration
10/22/2024	Geoffrey Richards	Discussions with Potential Bidders	2.5	Sale Process
10/23/2024	Geoffrey Richards	Discussion with Gritstone and FEN	0.5	General Case Administration
10/23/2024	Geoffrey Richards	Discussions with Potential Bidders	1.5	Sale Process
10/23/2024	Geoffrey Richards	Discussion with PSZJ regarding DIP options	1.0	DIP Financing
10/24/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/24/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
10/24/2024	Geoffrey Richards	Discussion with Gritstone regarding DIP options	1.5	DIP Financing
10/25/2024	Geoffrey Richards	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/25/2024	Geoffrey Richards	Discussions with Potential Bidders	1.5	Sale Process
10/25/2024	Geoffrey Richards	RJ Internal Alignment Call	0.5	General Case Administration
10/26/2024	Geoffrey Richards	Prepare and Discuss with DIP Lender	1.0	DIP Financing
10/26/2024	Geoffrey Richards	DIP Update Discussions with PSZJ	0.5	DIP Financing
10/27/2024	Geoffrey Richards	Discussions with PSZJ regarding case	1.5	General Case Administration
10/28/2024	Geoffrey Richards	Preparation for Discussion with UCC Advisors	1.0	Creditors' Communications
10/28/2024	Geoffrey Richards	Discussion with UCC Advisors regarding financing and sale issues	1.0	Creditors' Communications
10/29/2024	Geoffrey Richards	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/29/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
10/29/2024	Geoffrey Richards	Weekly Update Call with HC	0.5	Creditors' Communications
10/30/2024	Geoffrey Richards	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
10/30/2024	Geoffrey Richards	Discussion with PSZJ and PwC	0.5	General Case Administration
10/30/2024	Geoffrey Richards	Discussions with Potential Bidders	1.0	Sale Process
10/31/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/31/2024	Geoffrey Richards	Discussions with Potential Bidders	2.0	Sale Process
10/31/2024	Geoffrey Richards	Discussion with Gritstone regarding UCC	1.0	General Case Administration

Date	Professional	Activity	Hours	Project Description
11/1/2024	Geoffrey Richards	DIP Financing Discussion with Gritstone, PSZJ, FSI, KTBS	0.5	DIP Financing
11/1/2024	Geoffrey Richards	Discussion with PSZJ and PwC regarding POR	1.0	General Case Administration
11/1/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
11/1/2024	Geoffrey Richards	RJ Internal Alignment Call	0.5	General Case Administration
11/4/2024	Geoffrey Richards	Discussion with FTI and PwC	1.0	Creditors' Communications
11/4/2024	Geoffrey Richards	Discussion with PwC	0.5	General Case Administration
11/4/2024	Geoffrey Richards	Discussions with Potential Bidders	2.5	Sale Process
11/4/2024	Geoffrey Richards	Preparation and Participation in BoD meeting	2.5	General Case Administration
11/4/2024	Geoffrey Richards	Debrief with PSZJ and FEN regarding BoD meeting	1.0	General Case Administration
11/5/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/5/2024	Geoffrey Richards	Discussion with FTI	0.5	Creditors' Communications
11/5/2024	Geoffrey Richards	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/5/2024	Geoffrey Richards	Discussion with PSZJ and PwC	0.5	General Case Administration
11/5/2024	Geoffrey Richards	RJ Internal Alignment Call	0.5	General Case Administration
11/5/2024	Geoffrey Richards	Weekly Update Call with HC	0.5	Creditors' Communications
11/6/2024	Geoffrey Richards	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/6/2024	Geoffrey Richards	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/7/2024	Geoffrey Richards	Discussions with Potential Bidders	1.0	Sale Process
11/7/2024	Geoffrey Richards	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Geoffrey Richards	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/7/2024	Geoffrey Richards	Discussion with PSZJ regarding sale issues	1.0	Sale Process
11/8/2024	Geoffrey Richards	Discussion with FTI	0.5	Creditors' Communications
11/11/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
11/11/2024	Geoffrey Richards	Review DIP issues with PWC	1.0	DIP Financing
11/12/2024	Geoffrey Richards	Discussions with Potential Bidders	3.0	Sale Process
11/12/2024	Geoffrey Richards	Weekly Update Call with HC	0.5	Creditors' Communications
11/13/2024	Geoffrey Richards	Discussions with Potential Bidders	2.0	Sale Process
11/13/2024	Geoffrey Richards	Discussion with potential DIP party	1.0	DIP Financing
11/13/2024	Geoffrey Richards	Second Day Hearing	1.0	General Case Administration
11/14/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/14/2024	Geoffrey Richards	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/14/2024	Geoffrey Richards	Discussions with Potential Bidders	2.5	Sale Process
11/15/2024	Geoffrey Richards	Discussion with Gritstone	0.5	General Case Administration
11/15/2024	Geoffrey Richards	Preparation and Participation in BoD meeting	1.0	General Case Administration
11/15/2024	Geoffrey Richards	Discussions with Potential Bidders	2.5	Sale Process
11/18/2024	Geoffrey Richards	Discussions with Potential Bidders	1.5	Sale Process
11/18/2024	Geoffrey Richards	RJ Internal Alignment Call	0.5	General Case Administration
11/18/2024	Geoffrey Richards	Weekly Update Call with HC	0.5	Creditors' Communications
11/19/2024	Geoffrey Richards	Discussion with FTI	0.5	Creditors' Communications
11/19/2024	Geoffrey Richards	Discussions with Potential Bidders	2.0	Sale Process
11/19/2024	Geoffrey Richards	IP Discussion with Gritstone, PSZJ, FEN, Goodwin Law	0.5	General Case Administration
11/19/2024	Geoffrey Richards	RJ Internal Alignment Call	0.5	General Case Administration
11/21/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/21/2024	Geoffrey Richards	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/21/2024	Geoffrey Richards	Discussion with PSZJ	1.5	General Case Administration
11/21/2024	Geoffrey Richards	Sale Process Discussions with bidder	0.5	Sale Process

Date	Professional	Activity	Hours	Project Description
11/22/2024	Geoffrey Richards	Discussion with bidder	0.5	Creditors' Communications
11/25/2024	Geoffrey Richards	Discussion with Gritstone	0.5	General Case Administration
11/25/2024	Geoffrey Richards	Discussion with Gritstone and Export Controls Expert	1.0	Sale Process
11/25/2024	Geoffrey Richards	Discussion with PSZJ and PwC	0.5	General Case Administration
11/25/2024	Geoffrey Richards	Discussions with Potential Bidders	3.0	Sale Process
11/26/2024	Geoffrey Richards	Discussion with FTI	0.5	Creditors' Communications
11/26/2024	Geoffrey Richards	Discussions with Potential Bidders	2.0	Sale Process
11/26/2024	Geoffrey Richards	Weekly Update Call with HC	0.5	Creditors' Communications
11/27/2024	Geoffrey Richards	Discussion with Gritstone	0.5	General Case Administration
11/27/2024	Geoffrey Richards	Discussion with Gritstone Board Subcommittee	1.0	General Case Administration
11/27/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
11/27/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Geoffrey Richards	RJ Internal Alignment Call	0.5	General Case Administration
11/30/2024	Geoffrey Richards	IP Discussion with Gritstone and Goodwin Law	0.5	General Case Administration
11/30/2024	Geoffrey Richards	IP Discussion with PSZJ, FEN, Goodwin Law	0.5	General Case Administration
12/1/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
12/2/2024	Geoffrey Richards	Discussion with Gritstone	0.5	General Case Administration
12/2/2024	Geoffrey Richards	Discussions with Potential Bidders	2.0	Sale Process
12/2/2024	Geoffrey Richards	RJ Internal Alignment Call	0.5	General Case Administration
12/2/2024	Geoffrey Richards	Sale Process Discussions with SPC	2.0	Sale Process
12/3/2024	Geoffrey Richards	DIP Financing Discussion with FSI, PSZJ, KTBS	1.0	DIP Financing
12/3/2024	Geoffrey Richards	Discussion with FTI, AFX, PSZJ	0.5	Creditors' Communications
12/3/2024	Geoffrey Richards	Discussion with PSZJ	0.5	General Case Administration
12/3/2024	Geoffrey Richards	Sale Process Discussions with SPC	0.5	Sale Process
12/3/2024	Geoffrey Richards	Weekly Update Call with HC	0.5	Creditors' Communications
12/4/2024	Geoffrey Richards	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/4/2024	Geoffrey Richards	Discussions with Potential Bidders	1.0	Sale Process
12/4/2024	Geoffrey Richards	Sale Process Discussions with SPC	0.5	Sale Process
12/5/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/5/2024	Geoffrey Richards	Discussion with FTI, AFX, PSZJ, PwC	0.5	Creditors' Communications
12/5/2024	Geoffrey Richards	Discussion with PSZJ and PwC	0.5	General Case Administration
12/6/2024	Geoffrey Richards	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/6/2024	Geoffrey Richards	Discussions with Potential Bidders	2.5	Sale Process
12/6/2024	Geoffrey Richards	Sale Process Discussions with SPC	0.5	Sale Process
12/7/2024	Geoffrey Richards	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Geoffrey Richards	Discussion with PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Geoffrey Richards	Discussions with Potential Bidders	1.0	Sale Process
12/7/2024	Geoffrey Richards	Develop auction strategy	2.5	Sale Process
12/8/2024	Geoffrey Richards	Discussions with Potential Bidders	0.5	Sale Process
12/8/2024	Geoffrey Richards	Revise auction strategy	2.0	Sale Process
12/9/2024	Geoffrey Richards	Auction at RJ Office in NYC	14.0	Sale Process
12/10/2024	Geoffrey Richards	Auction at RJ Office in NYC	18.0	Sale Process
12/11/2024	Geoffrey Richards	Auction at RJ Office in NYC	14.0	Sale Process
12/12/2024	Geoffrey Richards	Auction at RJ Office in NYC	4.0	Sale Process
12/12/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Geoffrey Richards	Board Meeting with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
12/12/2024	Geoffrey Richards	Discussion with PSZJ and PwC	0.5	General Case Administration
12/13/2024	Geoffrey Richards	Discussion with SPC	0.5	Sale Process
12/16/2024	Geoffrey Richards	Discussion with SPC	1.0	Sale Process
12/19/2024	Geoffrey Richards	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/20/2024	Geoffrey Richards	Sale Hearing	1.0	General Case Administration
1/3/2025	Geoffrey Richards	Discussion with PSZJ and PwC	0.5	General Case Administration
1/15/2025	Geoffrey Richards	Review and Discussion of POR and Disclosure Statement with PSZJ	2.0	General Case Administration
2/5/2025	Geoffrey Richards	Review and Discussion of Liquidation Analysis in POR	2.0	General Case Administration
2/8/2025	Geoffrey Richards	Review and Discussion of Modified POR and Disclosure Statement with PSZJ	2.0	General Case Administration
3/19/2025	Geoffrey Richards	Review and Discussion of First Amended Plan Supplement	1.0	General Case Administration
3/28/2025	Geoffrey Richards	Review and Discussion of Second Modified POR	1.0	General Case Administration

Date	Professional	Activity	Hours	Project Description
10/10/2024	Eric Francois	Bankruptcy Coordination Call with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/10/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/11/2024	Eric Francois	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/13/2024	Eric Francois	DIP Financing Discussion with FSI	0.5	DIP Financing
10/13/2024	Eric Francois	Discussions with Potential Bidders	1.5	Sale Process
10/14/2024	Eric Francois	Discussions with Potential Bidders	2.5	Sale Process
10/15/2024	Eric Francois	Bankruptcy Coordination call with Gritstone	0.5	General Case Administration
10/15/2024	Eric Francois	DIP Financing Discussion with FSI	0.5	DIP Financing
10/15/2024	Eric Francois	First Day Pleadings & Company Overview Presentation Review with Gritstone and PSZJ	0.5	General Case Administration
10/16/2024	Eric Francois	Discussions with Potential Bidders	0.5	Sale Process
10/16/2024	Eric Francois	First Day Hearing	1.0	General Case Administration
10/16/2024	Eric Francois	RJ Internal Alignment Call	0.5	General Case Administration
10/17/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/17/2024	Eric Francois	Discussions with Potential Bidders	0.5	Sale Process
10/17/2024	Eric Francois	Tax Discussion with Gritstone, PSZJ, FEN, Moss Adams	0.5	DIP Financing
10/18/2024	Eric Francois	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/18/2024	Eric Francois	Discussion with Gritstone	0.5	Sale Process
10/20/2024	Eric Francois	Discussions with Potential Bidders	0.5	Sale Process
10/21/2024	Eric Francois	Discussions with Potential Bidders	1.0	Sale Process
10/21/2024	Eric Francois	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/21/2024	Eric Francois	Update Discussion with PSZJ	0.5	General Case Administration
10/22/2024	Eric Francois	Discussions with Potential Bidders	2.5	Sale Process
10/23/2024	Eric Francois	Discussion with Gritstone and FEN	0.5	General Case Administration
10/23/2024	Eric Francois	Discussions with Potential Bidders	1.5	Sale Process
10/24/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/24/2024	Eric Francois	Discussions with Potential Bidders	1.0	Sale Process
10/25/2024	Eric Francois	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/25/2024	Eric Francois	Discussions with Potential Bidders	1.5	Sale Process
10/25/2024	Eric Francois	RJ Internal Alignment Call	0.5	General Case Administration
10/29/2024	Eric Francois	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/29/2024	Eric Francois	Discussions with Potential Bidders	0.5	Sale Process
10/29/2024	Eric Francois	Weekly Update Call with HC	0.5	Creditors' Communications
10/30/2024	Eric Francois	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
10/30/2024	Eric Francois	Discussion with PSZJ and PwC	0.5	General Case Administration
10/30/2024	Eric Francois	Discussions with Potential Bidders	1.0	Sale Process
10/31/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/31/2024	Eric Francois	Discussions with Potential Bidders	2.0	Sale Process
10/31/2024	Eric Francois	Discussion with AFX and PSZJ	0.5	Sale Process
11/1/2024	Eric Francois	DIP Financing Discussion with Gritstone, PSZJ, FSI, KTBS	0.5	DIP Financing
11/1/2024	Eric Francois	Discussion with PSZJ and PwC	0.5	General Case Administration
11/1/2024	Eric Francois	Discussions with Potential Bidders	1.0	Sale Process
11/1/2024	Eric Francois	RJ Internal Alignment Call	0.5	General Case Administration
11/1/2024	Eric Francois	Discussion with PSZJ, KTBS and PwC	1.0	General Case Administration
11/1/2024	Eric Francois	Discussion with Gritstone	0.5	General Case Administration
11/4/2024	Eric Francois	Discussion with PwC	0.5	General Case Administration
11/4/2024	Eric Francois	Discussions with Potential Bidders	2.5	Sale Process
11/5/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
11/5/2024	Eric Francois	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/5/2024	Eric Francois	Discussion with PSZJ and PwC	0.5	General Case Administration
11/5/2024	Eric Francois	Weekly Update Call with HC	0.5	Creditors' Communications
11/6/2024	Eric Francois	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/6/2024	Eric Francois	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/7/2024	Eric Francois	Discussions with Potential Bidders	1.0	Sale Process
11/7/2024	Eric Francois	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Eric Francois	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/8/2024	Eric Francois	Discussion with FTI	0.5	Creditors' Communications
11/11/2024	Eric Francois	Discussions with Potential Bidders	0.5	Sale Process
11/12/2024	Eric Francois	Discussions with Potential Bidders	3.0	Sale Process
11/12/2024	Eric Francois	Weekly Update Call with HC	0.5	Creditors' Communications
11/13/2024	Eric Francois	Discussions with Potential Bidders	2.0	Sale Process
11/13/2024	Eric Francois	Second Day Hearing	1.0	General Case Administration
11/14/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/14/2024	Eric Francois	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/14/2024	Eric Francois	Discussions with Potential Bidders	2.5	Sale Process
11/15/2024	Eric Francois	Discussion with Gritstone	0.5	General Case Administration
11/15/2024	Eric Francois	Discussions with Potential Bidders	2.5	Sale Process
11/18/2024	Eric Francois	Discussions with Potential Bidders	1.5	Sale Process
11/18/2024	Eric Francois	RJ Internal Alignment Call	0.5	General Case Administration
11/18/2024	Eric Francois	Weekly Update Call with HC	0.5	Creditors' Communications
11/18/2024	Eric Francois	Discussion with Gritstone	0.5	General Case Administration
11/19/2024	Eric Francois	Discussion with FTI	0.5	Creditors' Communications
11/19/2024	Eric Francois	Discussions with Potential Bidders	2.5	Sale Process
11/19/2024	Eric Francois	IP Discussion with Gritstone, PSZJ, FEN, Goodwin Law	0.5	General Case Administration
11/19/2024	Eric Francois	RJ Internal Alignment Call	0.5	General Case Administration
11/20/2024	Eric Francois	Discussion with Gritstone	0.5	General Case Administration
11/21/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/21/2024	Eric Francois	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/21/2024	Eric Francois	Discussion with PSZJ	0.5	General Case Administration
11/21/2024	Eric Francois	Sale Process Discussions with bidder	0.5	Sale Process
11/22/2024	Eric Francois	Discussion with bidder	0.5	Creditors' Communications
11/25/2024	Eric Francois	Discussion with Gritstone	0.5	General Case Administration
11/25/2024	Eric Francois	Discussion with Gritstone and Export Controls Expert	1.0	Sale Process
11/25/2024	Eric Francois	Discussion with PSZJ and PwC	0.5	General Case Administration
11/25/2024	Eric Francois	Discussions with Potential Bidders	1.5	Sale Process
11/26/2024	Eric Francois	Discussion with FTI	0.5	Creditors' Communications
11/26/2024	Eric Francois	Discussions with Potential Bidders	2.0	Sale Process
11/26/2024	Eric Francois	Weekly Update Call with HC	0.5	Creditors' Communications
11/27/2024	Eric Francois	Discussion with Gritstone	0.5	General Case Administration
11/27/2024	Eric Francois	Discussion with Gritstone Board Subcommittee	1.0	General Case Administration
11/27/2024	Eric Francois	Discussions with Potential Bidders	0.5	Sale Process
11/27/2024	Eric Francois	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Eric Francois	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Eric Francois	RJ Internal Alignment Call	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
11/30/2024	Eric Francois	IP Discussion with Gritstone and Goodwin Law	0.5	General Case Administration
11/30/2024	Eric Francois	IP Discussion with PSZJ, FEN, Goodwin Law	0.5	General Case Administration
12/1/2024	Eric Francois	Discussions with Potential Bidders	0.5	Sale Process
12/2/2024	Eric Francois	Discussion with Gritstone	0.5	General Case Administration
12/2/2024	Eric Francois	Discussions with Potential Bidders	2.0	Sale Process
12/2/2024	Eric Francois	RJ Internal Alignment Call	0.5	General Case Administration
12/2/2024	Eric Francois	Sale Process Discussions with SPC	2.0	Sale Process
12/3/2024	Eric Francois	DIP Financing Discussion with FSI, PSZJ, KTBS	1.0	DIP Financing
12/3/2024	Eric Francois	Discussion with FTI, AFX, PSZJ	0.5	Creditors' Communications
12/3/2024	Eric Francois	Discussion with PSZJ	0.5	General Case Administration
12/3/2024	Eric Francois	Sale Process Discussions with SPC	0.5	Sale Process
12/3/2024	Eric Francois	Weekly Update Call with HC	0.5	Creditors' Communications
12/4/2024	Eric Francois	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/4/2024	Eric Francois	Discussions with Potential Bidders	1.0	Sale Process
12/4/2024	Eric Francois	Sale Process Discussions with SPC	0.5	Sale Process
12/5/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/5/2024	Eric Francois	Discussion with FTI, AFX, PSZJ, PwC	0.5	Creditors' Communications
12/5/2024	Eric Francois	Discussion with PSZJ and PwC	0.5	General Case Administration
12/6/2024	Eric Francois	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/6/2024	Eric Francois	Discussions with Potential Bidders	2.5	Sale Process
12/6/2024	Eric Francois	Sale Process Discussions with SPC	0.5	Sale Process
12/7/2024	Eric Francois	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Eric Francois	Discussion with PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Eric Francois	Discussions with Potential Bidders	1.0	Sale Process
12/8/2024	Eric Francois	Discussions with Potential Bidders	0.5	Sale Process
12/9/2024	Eric Francois	Auction at RJ Office in NYC	14.0	Sale Process
12/10/2024	Eric Francois	Auction at RJ Office in NYC	18.0	Sale Process
12/11/2024	Eric Francois	Auction at RJ Office in NYC	14.0	Sale Process
12/12/2024	Eric Francois	Auction at RJ Office in NYC	4.0	Sale Process
12/12/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Eric Francois	Board Meeting with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Eric Francois	Discussion with PSZJ and PwC	0.5	General Case Administration
12/13/2024	Eric Francois	Discussion with SPC	0.5	Sale Process
12/16/2024	Eric Francois	Discussion with SPC	1.0	Sale Process
12/19/2024	Eric Francois	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/20/2024	Eric Francois	Sale Hearing	1.0	General Case Administration
1/3/2025	Eric Francois	Discussion with PSZJ and PwC	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
10/10/2024	Simon Wein	Bankruptcy Coordination Call with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/10/2024	Simon Wein	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/10/2024	Simon Wein	Preparation of Board Presentation Materials	1.0	General Case Administration
10/11/2024	Simon Wein	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/11/2024	Simon Wein	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/13/2024	Simon Wein	DIP Financing Discussion with FSI	0.5	DIP Financing
10/13/2024	Simon Wein	Discussions with Potential Bidders	0.5	Sale Process
10/14/2024	Simon Wein	Discussions with Potential Bidders	2.5	Sale Process
10/15/2024	Simon Wein	Bankruptcy Coordination call with Gritstone	0.5	General Case Administration
10/15/2024	Simon Wein	DIP Financing Discussion with FSI	0.5	DIP Financing
10/15/2024	Simon Wein	First Day Pleadings & Company Overview Presentation Review with Gritstone and PSZJ	0.5	General Case Administration
10/16/2024	Simon Wein	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/16/2024	Simon Wein	Discussions with Potential Bidders	1.0	Sale Process
10/16/2024	Simon Wein	First Day Hearing	1.0	General Case Administration
10/16/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
10/17/2024	Simon Wein	Discussions with Novo	1.0	General Case Administration
10/17/2024	Simon Wein	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/17/2024	Simon Wein	Discussions with Potential Bidders	0.5	Sale Process
10/17/2024	Simon Wein	Tax Discussion with Gritstone, PSZJ, FEN, Moss Adams	0.5	DIP Financing
10/18/2024	Simon Wein	Due Diligence	2.0	General Case Administration
10/18/2024	Simon Wein	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/18/2024	Simon Wein	Discussion with Gritstone	0.5	Sale Process
10/20/2024	Simon Wein	Discussions with Potential Bidders	1.0	Sale Process
10/21/2024	Simon Wein	Discussions with Potential Bidders	1.5	Sale Process
10/21/2024	Simon Wein	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/21/2024	Simon Wein	Due Diligence	2.0	Sale Process
10/21/2024	Simon Wein	Update Discussion with PSZJ	0.5	General Case Administration
10/22/2024	Simon Wein	Discussions with DIP Lender	1.0	DIP Financing
10/22/2024	Simon Wein	Discussions with Potential Bidders	2.5	Sale Process
10/23/2024	Simon Wein	Discussion with Gritstone and FEN	0.5	General Case Administration
10/23/2024	Simon Wein	Discussions with Potential Bidders	2.5	Sale Process
10/24/2024	Simon Wein	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/24/2024	Simon Wein	Discussions with Potential Bidders	1.0	Sale Process
10/24/2024	Simon Wein	Preparation of Board Presentation Materials	1.0	General Case Administration
10/25/2024	Simon Wein	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/25/2024	Simon Wein	Discussions with Potential Bidders	1.5	Sale Process
10/25/2024	Simon Wein	Due Diligence	2.0	General Case Administration
10/25/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
10/26/2024	Simon Wein	Prepare and Discuss with DIP Lender	1.5	DIP Financing
10/27/2024	Simon Wein	Discussions with UCC Advisors	1.0	Creditors' Communications
10/28/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
10/29/2024	Simon Wein	Due Diligence	2.0	Sale Process
10/29/2024	Simon Wein	DIP Financing Discussions with Potential Alternative DIP Lenders	2.0	DIP Financing
10/29/2024	Simon Wein	Discussions with Potential Bidders	1.0	Sale Process
10/29/2024	Simon Wein	Weekly Update Call with HC	0.5	Creditors' Communications
10/30/2024	Simon Wein	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
10/30/2024	Simon Wein	Discussion with PSZJ and PwC	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
10/30/2024	Simon Wein	Discussions with Potential Bidders	2.0	Sale Process
10/31/2024	Simon Wein	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/31/2024	Simon Wein	Discussions with Potential Bidders	2.0	Sale Process
11/1/2024	Simon Wein	DIP Financing Discussion with Gritstone, PSZJ, FSI, KTBS	0.5	DIP Financing
11/1/2024	Simon Wein	Discussion with PSZJ and PwC	0.5	General Case Administration
11/1/2024	Simon Wein	Discussions with Potential Bidders	0.5	Sale Process
11/1/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
11/1/2024	Simon Wein	Discussion with DIP Lender	1.0	DIP Financing
11/4/2024	Simon Wein	Discussion with FTI and PwC	1.0	Creditors' Communications
11/4/2024	Simon Wein	Discussion with PwC	0.5	General Case Administration
11/4/2024	Simon Wein	Preparation of Board Presentation Materials	1.0	General Case Administration
11/4/2024	Simon Wein	Preparation and Participation in BoD meeting	3.0	General Case Administration
11/4/2024	Simon Wein	Discussions with Potential Bidders	2.5	Sale Process
11/4/2024	Simon Wein	Diligence in regards to UCC's issues on Raymond James' Retention Application	3.0	Retention
11/5/2024	Simon Wein	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/5/2024	Simon Wein	Discussion with FTI	0.5	Creditors' Communications
11/5/2024	Simon Wein	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/5/2024	Simon Wein	Discussion with PSZJ and PwC	0.5	General Case Administration
11/5/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
11/5/2024	Simon Wein	Weekly Update Call with HC	0.5	Creditors' Communications
11/5/2024	Simon Wein	Diligence in regards to UCC's issues on Raymond James' Retention Application	3.0	Retention
11/6/2024	Simon Wein	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/6/2024	Simon Wein	Due Diligence	2.0	Sale Process
11/6/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
11/6/2024	Simon Wein	Diligence in regards to UCC's issues on Raymond James' Retention Application	3.0	Retention
11/7/2024	Simon Wein	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/7/2024	Simon Wein	Discussions with Potential Bidders	2.0	Sale Process
11/7/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Simon Wein	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/8/2024	Simon Wein	Discussion with FTI	0.5	Creditors' Communications
11/9/2024	Simon Wein	Diligence in regards to UCC's issues on Raymond James' Retention Application	5.0	Retention
11/11/2024	Simon Wein	Due Diligence	2.0	Sale Process
11/11/2024	Simon Wein	Discussions on DIP Budget with PSZJ, PwC	1.0	DIP Financing
11/11/2024	Simon Wein	Discussions with Potential Bidders	1.0	Sale Process
11/11/2024	Simon Wein	Review DIP issues with PWC	1.0	DIP Financing
11/12/2024	Simon Wein	Discussions with Potential Bidders	6.0	Sale Process
11/12/2024	Simon Wein	Weekly Update Call with HC	0.5	Creditors' Communications
11/13/2024	Simon Wein	Discussions with Potential Bidders	2.0	Sale Process
11/13/2024	Simon Wein	Second Day Hearing	1.0	General Case Administration
11/14/2024	Simon Wein	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/14/2024	Simon Wein	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/14/2024	Simon Wein	Discussions with Potential Bidders	2.5	Sale Process
11/15/2024	Simon Wein	Preparation and Participation in BoD meeting	1.0	General Case Administration
11/15/2024	Simon Wein	Discussion with Gritstone	0.5	General Case Administration
11/15/2024	Simon Wein	Discussions with Potential Bidders	4.0	Sale Process
11/18/2024	Simon Wein	Discussions with Lenders	1.0	DIP Financing
11/18/2024	Simon Wein	Discussions with Gritstone Management	1.0	Sale Process

Date	Professional	Activity	Hours	Project Description
11/18/2024	Simon Wein	Discussions with Potential Bidders	2.5	Sale Process
11/18/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
11/18/2024	Simon Wein	Weekly Update Call with HC	0.5	Creditors' Communications
11/19/2024	Simon Wein	Discussion with FTI	0.5	Creditors' Communications
11/19/2024	Simon Wein	Discussions with Potential Bidders	2.0	Sale Process
11/19/2024	Simon Wein	IP Discussion with Gritstone, PSZJ, FEN, Goodwin Law	0.5	General Case Administration
11/19/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
11/20/2024	Simon Wein	Discussions with FTI	1.0	Creditors' Communications
11/21/2024	Simon Wein	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/21/2024	Simon Wein	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/21/2024	Simon Wein	Discussion with PSZJ	0.5	General Case Administration
11/21/2024	Simon Wein	Discussions with Buyers	1.5	Sale Process
11/21/2024	Simon Wein	Sale Process Discussions with bidder	0.5	Sale Process
11/22/2024	Simon Wein	Discussion with bidder	0.5	Creditors' Communications
11/25/2024	Simon Wein	Discussion with Gritstone	0.5	General Case Administration
11/25/2024	Simon Wein	Discussion with Gritstone and Export Controls Expert	1.0	Sale Process
11/25/2024	Simon Wein	Discussion with PSZJ and PwC	0.5	General Case Administration
11/25/2024	Simon Wein	Discussions with Potential Bidders	3.0	Sale Process
11/26/2024	Simon Wein	Discussion with FTI	0.5	Creditors' Communications
11/26/2024	Simon Wein	Discussions with Potential Bidders	3.0	Sale Process
11/26/2024	Simon Wein	Weekly Update Call with HC	0.5	Creditors' Communications
11/26/2024	Simon Wein	Preparation of Board Presentation Materials	2.0	General Case Administration
11/27/2024	Simon Wein	Discussion with Gritstone	0.5	General Case Administration
11/27/2024	Simon Wein	Preparation of Board Presentation Materials	2.0	General Case Administration
11/27/2024	Simon Wein	Discussion with Gritstone Board Subcommittee	1.0	General Case Administration
11/27/2024	Simon Wein	Discussions with Potential Bidders	1.0	Sale Process
11/27/2024	Simon Wein	Discussions with Potential Bidders	1.0	Sale Process
11/28/2024	Simon Wein	Due Diligence	2.0	Sale Process
11/29/2024	Simon Wein	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
11/30/2024	Simon Wein	IP Discussion with Gritstone and Goodwin Law	0.5	General Case Administration
11/30/2024	Simon Wein	IP Discussion with PSZJ, FEN, Goodwin Law	0.5	General Case Administration
11/30/2024	Simon Wein	Due Diligence	2.0	Sale Process
12/1/2024	Simon Wein	Discussions with Potential Bidders	1.0	Sale Process
12/2/2024	Simon Wein	Discussion with Gritstone	0.5	General Case Administration
12/2/2024	Simon Wein	Discussions with Potential Bidders	2.0	Sale Process
12/2/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
12/2/2024	Simon Wein	Sale Process Discussions with SPC	2.0	Sale Process
12/3/2024	Simon Wein	DIP Financing Discussion with FSI, PSZJ, KTBS	1.0	DIP Financing
12/3/2024	Simon Wein	Discussion with FTI, AFX, PSZJ	0.5	Creditors' Communications
12/3/2024	Simon Wein	Discussion with PSZJ	0.5	General Case Administration
12/3/2024	Simon Wein	Sale Process Discussions with SPC	0.5	Sale Process
12/3/2024	Simon Wein	Weekly Update Call with HC	0.5	Creditors' Communications
12/4/2024	Simon Wein	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/4/2024	Simon Wein	Discussions with Potential Bidders	1.0	Sale Process
12/4/2024	Simon Wein	RJ Internal Alignment Call	0.5	General Case Administration
12/4/2024	Simon Wein	Sale Process Discussions with SPC	0.5	Sale Process

Date	Professional	Activity	Hours	Project Description
12/5/2024	Simon Wein	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/5/2024	Simon Wein	Discussion with FTI, AFX, PSZJ, PwC	0.5	Creditors' Communications
12/5/2024	Simon Wein	Discussion with PSZJ and PwC	0.5	General Case Administration
12/5/2024	Simon Wein	Discussion with PwC	0.5	General Case Administration
12/5/2024	Simon Wein	Preparation of Board Presentation Materials	2.0	General Case Administration
12/6/2024	Simon Wein	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/6/2024	Simon Wein	Discussion with Gritstone and PwC	0.5	General Case Administration
12/6/2024	Simon Wein	Discussions with Potential Bidders	2.5	Sale Process
12/6/2024	Simon Wein	Sale Process Discussions with SPC	0.5	Sale Process
12/7/2024	Simon Wein	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Simon Wein	Discussion with PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Simon Wein	Discussions with Potential Bidders	0.5	Sale Process
12/8/2024	Simon Wein	Discussions with Potential Bidders	0.5	Sale Process
12/16/2024	Simon Wein	Discussion with SPC	1.0	Sale Process
12/19/2024	Simon Wein	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/20/2024	Simon Wein	Sale Hearing	1.0	General Case Administration
1/3/2025	Simon Wein	Discussion with PSZJ and PwC	0.5	General Case Administration
1/15/2025	Simon Wein	Review and Discussion of POR and Disclosure Statement with PSZJ	2.0	General Case Administration
2/5/2025	Simon Wein	Review and Discussion of Liquidation Analysis in POR	4.0	General Case Administration
2/8/2025	Simon Wein	Review and Discussion of Modified POR and Disclosure Statement with PSZJ	4.0	General Case Administration
3/19/2025	Simon Wein	Review and Discussion of First Amended Plan Supplement	2.0	General Case Administration
3/28/2025	Simon Wein	Review and Discussion of Second Modified POR	2.0	General Case Administration
4/2/2025	Simon Wein	POR Confirmation Hearing	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
10/10/2024	Allena Baker	Bankruptcy Coordination Call with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/10/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/11/2024	Allena Baker	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/13/2024	Allena Baker	DIP Financing Discussion with FSI	0.5	DIP Financing
10/13/2024	Allena Baker	Discussions with Potential Bidders	1.5	Sale Process
10/14/2024	Allena Baker	Discussions with Potential Bidders	2.5	Sale Process
10/15/2024	Allena Baker	Bankruptcy Coordination call with Gritstone	0.5	General Case Administration
10/15/2024	Allena Baker	DIP Financing Discussion with FSI	0.5	DIP Financing
10/15/2024	Allena Baker	First Day Pleadings & Company Overview Presentation Review with Gritstone and PSZJ	0.5	General Case Administration
10/16/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
10/16/2024	Allena Baker	First Day Hearing	1.0	General Case Administration
10/16/2024	Allena Baker	RJ Internal Alignment Call	0.5	General Case Administration
10/17/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/17/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
10/17/2024	Allena Baker	Tax Discussion with Gritstone, PSZJ, FEN, Moss Adams	0.5	DIP Financing
10/18/2024	Allena Baker	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/18/2024	Allena Baker	Discussion with Gritstone	0.5	Sale Process
10/20/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
10/21/2024	Allena Baker	Discussions with Potential Bidders	1.0	Sale Process
10/21/2024	Allena Baker	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/21/2024	Allena Baker	Update Discussion with PSZJ	0.5	General Case Administration
10/22/2024	Allena Baker	Discussions with Potential Bidders	2.5	Sale Process
10/23/2024	Allena Baker	Discussion with Gritstone and FEN	0.5	General Case Administration
10/23/2024	Allena Baker	Discussions with Potential Bidders	1.5	Sale Process
10/24/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/24/2024	Allena Baker	Discussions with Potential Bidders	1.0	Sale Process
10/25/2024	Allena Baker	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/25/2024	Allena Baker	Discussions with Potential Bidders	1.5	Sale Process
10/25/2024	Allena Baker	RJ Internal Alignment Call	0.5	General Case Administration
10/29/2024	Allena Baker	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/29/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
10/29/2024	Allena Baker	Weekly Update Call with HC	0.5	Creditors' Communications
10/30/2024	Allena Baker	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
10/30/2024	Allena Baker	Discussion with PSZJ and PwC	0.5	General Case Administration
10/30/2024	Allena Baker	Discussions with Potential Bidders	1.0	Sale Process
10/31/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/31/2024	Allena Baker	Discussions with Potential Bidders	2.0	Sale Process
10/31/2024	Allena Baker	Discussion with AFX and PSZJ	0.5	Sale Process
11/1/2024	Allena Baker	DIP Financing Discussion with Gritstone, PSZJ, FSI, KTBS	0.5	DIP Financing
11/1/2024	Allena Baker	Discussion with PSZJ and PwC	0.5	General Case Administration
11/1/2024	Allena Baker	Discussions with Potential Bidders	1.0	Sale Process
11/1/2024	Allena Baker	RJ Internal Alignment Call	0.5	General Case Administration
11/1/2024	Allena Baker	Discussion with PSZJ, KTBS and PwC	1.0	General Case Administration
11/1/2024	Allena Baker	Discussion with Gritstone	0.5	General Case Administration
11/4/2024	Allena Baker	Discussion with PwC	0.5	General Case Administration
11/4/2024	Allena Baker	Discussions with Potential Bidders	2.5	Sale Process
11/5/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
11/5/2024	Allena Baker	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/5/2024	Allena Baker	Discussion with PSZJ and PwC	0.5	General Case Administration
11/5/2024	Allena Baker	Weekly Update Call with HC	0.5	Creditors' Communications
11/6/2024	Allena Baker	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/6/2024	Allena Baker	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/7/2024	Allena Baker	Discussions with Potential Bidders	1.0	Sale Process
11/7/2024	Allena Baker	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Allena Baker	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/8/2024	Allena Baker	Discussion with FTI	0.5	Creditors' Communications
11/11/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
11/12/2024	Allena Baker	Discussions with Potential Bidders	3.0	Sale Process
11/12/2024	Allena Baker	Weekly Update Call with HC	0.5	Creditors' Communications
11/13/2024	Allena Baker	Discussions with Potential Bidders	2.0	Sale Process
11/13/2024	Allena Baker	Second Day Hearing	1.0	General Case Administration
11/14/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/14/2024	Allena Baker	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/14/2024	Allena Baker	Discussions with Potential Bidders	2.5	Sale Process
11/15/2024	Allena Baker	Discussion with Gritstone	0.5	General Case Administration
11/15/2024	Allena Baker	Discussions with Potential Bidders	2.5	Sale Process
11/18/2024	Allena Baker	Discussions with Potential Bidders	1.5	Sale Process
11/18/2024	Allena Baker	RJ Internal Alignment Call	0.5	General Case Administration
11/18/2024	Allena Baker	Weekly Update Call with HC	0.5	Creditors' Communications
11/18/2024	Allena Baker	Discussion with Gritstone	0.5	General Case Administration
11/19/2024	Allena Baker	Discussion with FTI	0.5	Creditors' Communications
11/19/2024	Allena Baker	Discussions with Potential Bidders	2.5	Sale Process
11/19/2024	Allena Baker	IP Discussion with Gritstone, PSZJ, FEN, Goodwin Law	0.5	General Case Administration
11/19/2024	Allena Baker	RJ Internal Alignment Call	0.5	General Case Administration
11/20/2024	Allena Baker	Discussion with Gritstone	0.5	General Case Administration
11/21/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/21/2024	Allena Baker	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/21/2024	Allena Baker	Discussion with PSZJ	0.5	General Case Administration
11/21/2024	Allena Baker	Sale Process Discussions with bidder	0.5	Sale Process
11/22/2024	Allena Baker	Discussion with bidder	0.5	Creditors' Communications
11/25/2024	Allena Baker	Discussion with Gritstone	0.5	General Case Administration
11/25/2024	Allena Baker	Discussion with Gritstone and Export Controls Expert	1.0	Sale Process
11/25/2024	Allena Baker	Discussion with PSZJ and PwC	0.5	General Case Administration
11/25/2024	Allena Baker	Discussions with Potential Bidders	1.5	Sale Process
11/26/2024	Allena Baker	Discussion with FTI	0.5	Creditors' Communications
11/26/2024	Allena Baker	Discussions with Potential Bidders	2.0	Sale Process
11/26/2024	Allena Baker	Weekly Update Call with HC	0.5	Creditors' Communications
11/27/2024	Allena Baker	Discussion with Gritstone	0.5	General Case Administration
11/27/2024	Allena Baker	Discussion with Gritstone Board Subcommittee	1.0	General Case Administration
11/27/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
11/27/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Allena Baker	RJ Internal Alignment Call	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
11/30/2024	Allena Baker	IP Discussion with Gritstone and Goodwin Law	0.5	General Case Administration
11/30/2024	Allena Baker	IP Discussion with PSZJ, FEN, Goodwin Law	0.5	General Case Administration
12/1/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
12/2/2024	Allena Baker	Discussion with Gritstone	0.5	General Case Administration
12/2/2024	Allena Baker	Discussions with Potential Bidders	2.0	Sale Process
12/2/2024	Allena Baker	RJ Internal Alignment Call	0.5	General Case Administration
12/2/2024	Allena Baker	Sale Process Discussions with SPC	2.0	Sale Process
12/3/2024	Allena Baker	DIP Financing Discussion with FSI, PSZJ, KTBS	1.0	DIP Financing
12/3/2024	Allena Baker	Discussion with FTI, AFX, PSZJ	0.5	Creditors' Communications
12/3/2024	Allena Baker	Discussion with PSZJ	0.5	General Case Administration
12/3/2024	Allena Baker	Sale Process Discussions with SPC	0.5	Sale Process
12/3/2024	Allena Baker	Weekly Update Call with HC	0.5	Creditors' Communications
12/4/2024	Allena Baker	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/4/2024	Allena Baker	Discussions with Potential Bidders	1.0	Sale Process
12/4/2024	Allena Baker	RJ Internal Alignment Call	0.5	General Case Administration
12/4/2024	Allena Baker	Sale Process Discussions with SPC	0.5	Sale Process
12/5/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/5/2024	Allena Baker	Discussion with FTI, AFX, PSZJ, PwC	0.5	Creditors' Communications
12/5/2024	Allena Baker	Discussion with PSZJ and PwC	0.5	General Case Administration
12/5/2024	Allena Baker	Discussion with PwC	0.5	General Case Administration
12/6/2024	Allena Baker	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/6/2024	Allena Baker	Discussion with Gritstone and PwC	0.5	General Case Administration
12/6/2024	Allena Baker	Discussions with Potential Bidders	2.5	Sale Process
12/6/2024	Allena Baker	Sale Process Discussions with SPC	0.5	Sale Process
12/7/2024	Allena Baker	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Allena Baker	Discussion with PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
12/8/2024	Allena Baker	Discussions with Potential Bidders	0.5	Sale Process
12/9/2024	Allena Baker	Auction at RJ Office in NYC	14.0	Sale Process
12/10/2024	Allena Baker	Auction at RJ Office in NYC	18.0	Sale Process
12/11/2024	Allena Baker	Auction at RJ Office in NYC	14.0	Sale Process
12/12/2024	Allena Baker	Auction at RJ Office in NYC	4.0	Sale Process
12/12/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Allena Baker	Board Meeting with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Allena Baker	Discussion with PSZJ and PwC	0.5	General Case Administration
12/13/2024	Allena Baker	Discussion with SPC	0.5	Sale Process
12/16/2024	Allena Baker	Discussion with SPC	1.0	Sale Process
12/19/2024	Allena Baker	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/20/2024	Allena Baker	Sale Hearing	1.0	General Case Administration
1/3/2025	Allena Baker	Discussion with PSZJ and PwC	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
10/10/2024	Brandon Weber	Bankruptcy Coordination Call with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/10/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/11/2024	Brandon Weber	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/11/2024	Brandon Weber	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/13/2024	Brandon Weber	DIP Financing Discussion with FSI	0.5	DIP Financing
10/13/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
10/14/2024	Brandon Weber	Discussions with Potential Bidders	2.5	Sale Process
10/15/2024	Brandon Weber	Bankruptcy Coordination call with Gritstone	0.5	General Case Administration
10/15/2024	Brandon Weber	DIP Financing Discussion with FSI	0.5	DIP Financing
10/15/2024	Brandon Weber	First Day Pleadings & Company Overview Presentation Review with Gritstone and PSZJ	0.5	General Case Administration
10/16/2024	Brandon Weber	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/16/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
10/16/2024	Brandon Weber	First Day Hearing	1.0	General Case Administration
10/16/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
10/17/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/17/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
10/17/2024	Brandon Weber	Tax Discussion with Gritstone, PSZJ, FEN, Moss Adams	0.5	DIP Financing
10/18/2024	Brandon Weber	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/18/2024	Brandon Weber	Discussion with Gritstone	0.5	Sale Process
10/20/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
10/21/2024	Brandon Weber	Discussions with Potential Bidders	1.0	Sale Process
10/21/2024	Brandon Weber	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/21/2024	Brandon Weber	Update Discussion with PSZJ	0.5	General Case Administration
10/22/2024	Brandon Weber	Discussions with Potential Bidders	2.5	Sale Process
10/23/2024	Brandon Weber	Discussion with Gritstone and FEN	0.5	General Case Administration
10/23/2024	Brandon Weber	Discussions with Potential Bidders	1.5	Sale Process
10/24/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/24/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
10/25/2024	Brandon Weber	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/25/2024	Brandon Weber	Discussions with Potential Bidders	1.5	Sale Process
10/25/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
10/28/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
10/29/2024	Brandon Weber	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/29/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
10/29/2024	Brandon Weber	Weekly Update Call with HC	0.5	Creditors' Communications
10/30/2024	Brandon Weber	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
10/30/2024	Brandon Weber	Discussion with PSZJ and PwC	0.5	General Case Administration
10/30/2024	Brandon Weber	Discussions with Potential Bidders	1.0	Sale Process
10/31/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/31/2024	Brandon Weber	Discussions with Potential Bidders	2.0	Sale Process
11/1/2024	Brandon Weber	DIP Financing Discussion with Gritstone, PSZJ, FSI, KTBS	0.5	DIP Financing
11/1/2024	Brandon Weber	Discussion with PSZJ and PwC	0.5	General Case Administration
11/1/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
11/1/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
11/2/2024	Brandon Weber	Scenario Analysis and Waterfall	6.0	Sale Process
11/3/2024	Brandon Weber	Recovery Sensitivity	5.0	Sale Process
11/4/2024	Brandon Weber	Discussion with FTI and PwC	1.0	Creditors' Communications

Date	Professional	Activity	Hours	Project Description
11/4/2024	Brandon Weber	Discussion with PwC	0.5	General Case Administration
11/4/2024	Brandon Weber	Discussions with Potential Bidders	2.5	Sale Process
11/4/2024	Brandon Weber	Onsite travel to Gritstone	8.0	Travel
11/4/2024	Brandon Weber	Onsite Management Meeting with Asset Buyer	2.0	Travel
11/5/2024	Brandon Weber	Onsite Management Meeting with Asset Buyer	8.0	Travel
11/5/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/5/2024	Brandon Weber	Dinner Meeting with Potential Bidders and Gritstone	1.5	Sale Process
11/5/2024	Brandon Weber	Discussion with PSZJ and PwC	0.5	General Case Administration
11/5/2024	Brandon Weber	Site Visits with Potential Bidders and Gritstone	6.5	Sale Process
11/5/2024	Brandon Weber	Weekly Update Call with HC	0.5	Creditors' Communications
11/6/2024	Brandon Weber	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/6/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
11/6/2024	Brandon Weber	Onsite Travel back from Gritstone	6.0	Travel
11/7/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/7/2024	Brandon Weber	Discussions with Potential Bidders	1.0	Sale Process
11/7/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Brandon Weber	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/8/2024	Brandon Weber	Discussion with FTI	0.5	Creditors' Communications
11/9/2024	Brandon Weber	Diligence in regards to UCC's issues on Raymond James' Retention Application	5.0	Retention
11/11/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
11/12/2024	Brandon Weber	Discussions with Potential Bidders	3.0	Sale Process
11/12/2024	Brandon Weber	Weekly Update Call with HC	0.5	Creditors' Communications
11/13/2024	Brandon Weber	Discussions with Potential Bidders	2.0	Sale Process
11/13/2024	Brandon Weber	Second Day Hearing	1.0	General Case Administration
11/14/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/14/2024	Brandon Weber	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/14/2024	Brandon Weber	Discussions with Potential Bidders	2.5	Sale Process
11/15/2024	Brandon Weber	Discussion with Gritstone	0.5	General Case Administration
11/15/2024	Brandon Weber	Discussions with Potential Bidders	2.5	Sale Process
11/18/2024	Brandon Weber	Discussions with Potential Bidders	1.5	Sale Process
11/18/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
11/18/2024	Brandon Weber	Weekly Update Call with HC	0.5	Creditors' Communications
11/19/2024	Brandon Weber	Discussion with FTI	0.5	Creditors' Communications
11/19/2024	Brandon Weber	Discussions with Potential Bidders	2.0	Sale Process
11/19/2024	Brandon Weber	IP Discussion with Gritstone, PSZJ, FEN, Goodwin Law	0.5	General Case Administration
11/19/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
11/21/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/21/2024	Brandon Weber	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/21/2024	Brandon Weber	Discussion with PSZJ	0.5	General Case Administration
11/21/2024	Brandon Weber	Sale Process Discussions with bidder	0.5	Sale Process
11/22/2024	Brandon Weber	Discussion with bidder	0.5	Creditors' Communications
11/25/2024	Brandon Weber	Discussion with Gritstone	0.5	General Case Administration
11/25/2024	Brandon Weber	Discussion with Gritstone and Export Controls Expert	1.0	Sale Process
11/25/2024	Brandon Weber	Discussion with PSZJ and PwC	0.5	General Case Administration
11/25/2024	Brandon Weber	Discussions with Potential Bidders	3.0	Sale Process
11/26/2024	Brandon Weber	Discussion with FTI	0.5	Creditors' Communications
11/26/2024	Brandon Weber	Discussions with Potential Bidders	2.0	Sale Process

Date	Professional	Activity	Hours	Project Description
11/26/2024	Brandon Weber	Weekly Update Call with HC	0.5	Creditors' Communications
11/27/2024	Brandon Weber	Discussion with Gritstone	0.5	General Case Administration
11/27/2024	Brandon Weber	Discussion with Gritstone Board Subcommittee	1.0	General Case Administration
11/27/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
11/27/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
11/30/2024	Brandon Weber	IP Discussion with Gritstone and Goodwin Law	0.5	General Case Administration
11/30/2024	Brandon Weber	IP Discussion with PSZJ, FEN, Goodwin Law	0.5	General Case Administration
12/1/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
12/2/2024	Brandon Weber	Discussion with Gritstone	0.5	General Case Administration
12/2/2024	Brandon Weber	Discussions with Potential Bidders	2.0	Sale Process
12/2/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
12/2/2024	Brandon Weber	Sale Process Discussions with SPC	2.0	Sale Process
12/3/2024	Brandon Weber	DIP Financing Discussion with FSI, PSZJ, KTBS	1.0	DIP Financing
12/3/2024	Brandon Weber	Discussion with FTI, AFX, PSZJ	0.5	Creditors' Communications
12/3/2024	Brandon Weber	Discussion with PSZJ	0.5	General Case Administration
12/3/2024	Brandon Weber	Sale Process Discussions with SPC	0.5	Sale Process
12/3/2024	Brandon Weber	Weekly Update Call with HC	0.5	Creditors' Communications
12/4/2024	Brandon Weber	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/4/2024	Brandon Weber	Discussions with Potential Bidders	1.0	Sale Process
12/4/2024	Brandon Weber	RJ Internal Alignment Call	0.5	General Case Administration
12/4/2024	Brandon Weber	Sale Process Discussions with SPC	0.5	Sale Process
12/5/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/5/2024	Brandon Weber	Discussion with FTI, AFX, PSZJ, PwC	0.5	Creditors' Communications
12/5/2024	Brandon Weber	Discussion with PSZJ and PwC	0.5	General Case Administration
12/5/2024	Brandon Weber	Discussion with PwC	0.5	General Case Administration
12/6/2024	Brandon Weber	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/6/2024	Brandon Weber	Discussion with Gritstone and PwC	0.5	General Case Administration
12/6/2024	Brandon Weber	Discussions with Potential Bidders	2.5	Sale Process
12/6/2024	Brandon Weber	Sale Process Discussions with SPC	0.5	Sale Process
12/7/2024	Brandon Weber	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Brandon Weber	Discussion with PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
12/8/2024	Brandon Weber	Discussions with Potential Bidders	0.5	Sale Process
12/9/2024	Brandon Weber	Auction at RJ Office in NYC	14.0	Sale Process
12/10/2024	Brandon Weber	Auction at RJ Office in NYC	18.0	Sale Process
12/11/2024	Brandon Weber	Auction at RJ Office in NYC	14.0	Sale Process
12/12/2024	Brandon Weber	Auction at RJ Office in NYC	4.0	Sale Process
12/12/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Brandon Weber	Board Meeting with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Brandon Weber	Discussion with PSZJ and PwC	0.5	General Case Administration
12/13/2024	Brandon Weber	Discussion with SPC	0.5	Sale Process
12/16/2024	Brandon Weber	Discussion with SPC	1.0	Sale Process
12/19/2024	Brandon Weber	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/20/2024	Brandon Weber	Sale Hearing	1.0	General Case Administration
1/3/2025	Brandon Weber	Discussion with PSZJ and PwC	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
10/10/2024	Casey Brooks	Bankruptcy Coordination Call with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/10/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/11/2024	Casey Brooks	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/13/2024	Casey Brooks	DIP Financing Discussion with FSI	0.5	DIP Financing
10/13/2024	Casey Brooks	Discussions with Potential Bidders	1.5	Sale Process
10/14/2024	Casey Brooks	Discussions with Potential Bidders	2.5	Sale Process
10/15/2024	Casey Brooks	Bankruptcy Coordination call with Gritstone	0.5	General Case Administration
10/15/2024	Casey Brooks	DIP Financing Discussion with FSI	0.5	DIP Financing
10/15/2024	Casey Brooks	First Day Pleadings & Company Overview Presentation Review with Gritstone and PSZJ	0.5	General Case Administration
10/16/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
10/16/2024	Casey Brooks	First Day Hearing	1.0	General Case Administration
10/16/2024	Casey Brooks	RJ Internal Alignment Call	0.5	General Case Administration
10/17/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/17/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
10/17/2024	Casey Brooks	Tax Discussion with Gritstone, PSZJ, FEN, Moss Adams	0.5	DIP Financing
10/18/2024	Casey Brooks	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/18/2024	Casey Brooks	Discussion with Gritstone	0.5	Sale Process
10/20/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
10/21/2024	Casey Brooks	Discussions with Potential Bidders	1.0	Sale Process
10/21/2024	Casey Brooks	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/21/2024	Casey Brooks	Update Discussion with PSZJ	0.5	General Case Administration
10/22/2024	Casey Brooks	Discussions with Potential Bidders	2.5	Sale Process
10/23/2024	Casey Brooks	Discussion with Gritstone and FEN	0.5	General Case Administration
10/23/2024	Casey Brooks	Discussions with Potential Bidders	1.5	Sale Process
10/24/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/24/2024	Casey Brooks	Discussions with Potential Bidders	1.0	Sale Process
10/25/2024	Casey Brooks	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/25/2024	Casey Brooks	Discussions with Potential Bidders	1.5	Sale Process
10/25/2024	Casey Brooks	RJ Internal Alignment Call	0.5	General Case Administration
10/29/2024	Casey Brooks	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/29/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
10/29/2024	Casey Brooks	Weekly Update Call with HC	0.5	Creditors' Communications
10/30/2024	Casey Brooks	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
10/30/2024	Casey Brooks	Discussion with PSZJ and PwC	0.5	General Case Administration
10/30/2024	Casey Brooks	Discussions with Potential Bidders	1.0	Sale Process
10/31/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/31/2024	Casey Brooks	Discussions with Potential Bidders	2.0	Sale Process
11/1/2024	Casey Brooks	DIP Financing Discussion with Gritstone, PSZJ, FSI, KTBS	0.5	DIP Financing
11/1/2024	Casey Brooks	Discussion with PSZJ and PwC	0.5	General Case Administration
11/1/2024	Casey Brooks	Discussions with Potential Bidders	1.0	Sale Process
11/1/2024	Casey Brooks	RJ Internal Alignment Call	0.5	General Case Administration
11/4/2024	Casey Brooks	Discussion with PwC	0.5	General Case Administration
11/4/2024	Casey Brooks	Discussions with Potential Bidders	2.5	Sale Process
11/5/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/5/2024	Casey Brooks	Discussion with PSZJ and PwC	0.5	General Case Administration
11/5/2024	Casey Brooks	Weekly Update Call with HC	0.5	Creditors' Communications
11/6/2024	Casey Brooks	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration

Date	Professional	Activity	Hours	Project Description
11/6/2024	Casey Brooks	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/7/2024	Casey Brooks	Discussions with Potential Bidders	1.0	Sale Process
11/7/2024	Casey Brooks	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Casey Brooks	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/8/2024	Casey Brooks	Discussion with FTI	0.5	Creditors' Communications
11/11/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
11/12/2024	Casey Brooks	Discussions with Potential Bidders	3.0	Sale Process
11/12/2024	Casey Brooks	Weekly Update Call with HC	0.5	Creditors' Communications
11/13/2024	Casey Brooks	Discussions with Potential Bidders	2.0	Sale Process
11/13/2024	Casey Brooks	Second Day Hearing	1.0	General Case Administration
11/14/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/14/2024	Casey Brooks	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/14/2024	Casey Brooks	Discussions with Potential Bidders	2.5	Sale Process
11/15/2024	Casey Brooks	Discussion with Gritstone	0.5	General Case Administration
11/15/2024	Casey Brooks	Discussions with Potential Bidders	2.5	Sale Process
11/18/2024	Casey Brooks	Discussions with Potential Bidders	1.5	Sale Process
11/18/2024	Casey Brooks	RJ Internal Alignment Call	0.5	General Case Administration
11/18/2024	Casey Brooks	Weekly Update Call with HC	0.5	Creditors' Communications
11/19/2024	Casey Brooks	Discussion with FTI	0.5	Creditors' Communications
11/19/2024	Casey Brooks	Discussions with Potential Bidders	2.5	Sale Process
11/19/2024	Casey Brooks	IP Discussion with Gritstone, PSZJ, FEN, Goodwin Law	0.5	General Case Administration
11/19/2024	Casey Brooks	RJ Internal Alignment Call	0.5	General Case Administration
11/20/2024	Casey Brooks	Discussion with Gritstone	0.5	General Case Administration
11/21/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/21/2024	Casey Brooks	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/21/2024	Casey Brooks	Discussion with PSZJ	0.5	General Case Administration
11/21/2024	Casey Brooks	Sale Process Discussions with bidder	0.5	Sale Process
11/22/2024	Casey Brooks	Discussion with bidder	0.5	Creditors' Communications
11/25/2024	Casey Brooks	Discussion with Gritstone	0.5	General Case Administration
11/25/2024	Casey Brooks	Discussion with Gritstone and Export Controls Expert	1.0	Sale Process
11/25/2024	Casey Brooks	Discussion with PSZJ and PwC	0.5	General Case Administration
11/25/2024	Casey Brooks	Discussions with Potential Bidders	1.5	Sale Process
11/26/2024	Casey Brooks	Discussion with FTI	0.5	Creditors' Communications
11/26/2024	Casey Brooks	Discussions with Potential Bidders	2.0	Sale Process
11/26/2024	Casey Brooks	Weekly Update Call with HC	0.5	Creditors' Communications
11/27/2024	Casey Brooks	Discussion with Gritstone	0.5	General Case Administration
11/27/2024	Casey Brooks	Discussion with Gritstone Board Subcommittee	1.0	General Case Administration
11/27/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
11/27/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Casey Brooks	RJ Internal Alignment Call	0.5	General Case Administration
11/30/2024	Casey Brooks	IP Discussion with Gritstone and Goodwin Law	0.5	General Case Administration
11/30/2024	Casey Brooks	IP Discussion with PSZJ, FEN, Goodwin Law	0.5	General Case Administration
12/1/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
12/2/2024	Casey Brooks	Discussion with Gritstone	0.5	General Case Administration
12/2/2024	Casey Brooks	Discussions with Potential Bidders	2.0	Sale Process

Date	Professional	Activity	Hours	Project Description
12/2/2024	Casey Brooks	RJ Internal Alignment Call	0.5	General Case Administration
12/2/2024	Casey Brooks	Sale Process Discussions with SPC	2.0	Sale Process
12/3/2024	Casey Brooks	DIP Financing Discussion with FSI, PSZJ, KTBS	1.0	DIP Financing
12/3/2024	Casey Brooks	Discussion with FTI, AFX, PSZJ	0.5	Creditors' Communications
12/3/2024	Casey Brooks	Discussion with PSZJ	0.5	General Case Administration
12/3/2024	Casey Brooks	Sale Process Discussions with SPC	0.5	Sale Process
12/3/2024	Casey Brooks	Weekly Update Call with HC	0.5	Creditors' Communications
12/4/2024	Casey Brooks	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/4/2024	Casey Brooks	Discussions with Potential Bidders	1.0	Sale Process
12/4/2024	Casey Brooks	RJ Internal Alignment Call	0.5	General Case Administration
12/4/2024	Casey Brooks	Sale Process Discussions with SPC	0.5	Sale Process
12/5/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/5/2024	Casey Brooks	Discussion with FTI, AFX, PSZJ, PwC	0.5	Creditors' Communications
12/5/2024	Casey Brooks	Discussion with PSZJ and PwC	0.5	General Case Administration
12/5/2024	Casey Brooks	Discussion with PwC	0.5	General Case Administration
12/6/2024	Casey Brooks	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/6/2024	Casey Brooks	Discussion with Gritstone and PwC	0.5	General Case Administration
12/6/2024	Casey Brooks	Discussions with Potential Bidders	2.5	Sale Process
12/6/2024	Casey Brooks	Sale Process Discussions with SPC	0.5	Sale Process
12/7/2024	Casey Brooks	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Casey Brooks	Discussion with PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
12/8/2024	Casey Brooks	Discussions with Potential Bidders	0.5	Sale Process
12/9/2024	Casey Brooks	Auction at RJ Office in NYC	14.0	Sale Process
12/10/2024	Casey Brooks	Auction at RJ Office in NYC	18.0	Sale Process
12/11/2024	Casey Brooks	Auction at RJ Office in NYC	14.0	Sale Process
12/12/2024	Casey Brooks	Auction at RJ Office in NYC	4.0	Sale Process
12/12/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Casey Brooks	Board Meeting with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Casey Brooks	Discussion with PSZJ and PwC	0.5	General Case Administration
12/13/2024	Casey Brooks	Discussion with SPC	0.5	Sale Process
12/16/2024	Casey Brooks	Discussion with SPC	1.0	Sale Process
12/19/2024	Casey Brooks	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/20/2024	Casey Brooks	Sale Hearing	1.0	General Case Administration
1/3/2025	Casey Brooks	Discussion with PSZJ and PwC	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
10/10/2024	Darius Tam	Bankruptcy Coordination Call with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/10/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/10/2024	Darius Tam	Preparation of Board Presentation Materials	1.0	General Case Administration
10/11/2024	Darius Tam	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/11/2024	Darius Tam	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/13/2024	Darius Tam	DIP Financing Discussion with FSI	0.5	DIP Financing
10/13/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
10/14/2024	Darius Tam	Discussions with Potential Bidders	2.5	Sale Process
10/15/2024	Darius Tam	Bankruptcy Coordination call with Gritstone	0.5	General Case Administration
10/15/2024	Darius Tam	DIP Financing Discussion with FSI	0.5	DIP Financing
10/15/2024	Darius Tam	First Day Pleadings & Company Overview Presentation Review with Gritstone and PSZJ	0.5	General Case Administration
10/16/2024	Darius Tam	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/16/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
10/16/2024	Darius Tam	First Day Hearing	1.0	General Case Administration
10/16/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
10/17/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/17/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
10/17/2024	Darius Tam	Tax Discussion with Gritstone, PSZJ, FEN, Moss Adams	0.5	DIP Financing
10/18/2024	Darius Tam	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/18/2024	Darius Tam	Discussion with Gritstone	0.5	Sale Process
10/20/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
10/21/2024	Darius Tam	Discussions with Potential Bidders	1.0	Sale Process
10/21/2024	Darius Tam	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/21/2024	Darius Tam	Update Discussion with PSZJ	0.5	General Case Administration
10/21/2024	Darius Tam	Preparation of Process Update Materials for HC	1.0	Creditors' Communications
10/22/2024	Darius Tam	Discussions with Potential Bidders	2.5	Sale Process
10/23/2024	Darius Tam	Discussion with Gritstone and FEN	0.5	General Case Administration
10/23/2024	Darius Tam	Discussions with Potential Bidders	1.5	Sale Process
10/24/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/24/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
10/24/2024	Darius Tam	Preparation of Board Presentation Materials	1.0	General Case Administration
10/25/2024	Darius Tam	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/25/2024	Darius Tam	Discussions with Potential Bidders	1.5	Sale Process
10/25/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
10/28/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
10/28/2024	Darius Tam	Preparation of Process Update Materials for HC	1.5	Creditors' Communications
10/29/2024	Darius Tam	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/29/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
10/29/2024	Darius Tam	Weekly Update Call with HC	0.5	Creditors' Communications
10/30/2024	Darius Tam	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
10/30/2024	Darius Tam	Discussion with PSZJ and PwC	0.5	General Case Administration
10/30/2024	Darius Tam	Discussions with Potential Bidders	1.0	Sale Process
10/31/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/31/2024	Darius Tam	Discussions with Potential Bidders	2.0	Sale Process
11/1/2024	Darius Tam	DIP Financing Discussion with Gritstone, PSZJ, FSI, KTBS	0.5	DIP Financing
11/1/2024	Darius Tam	Discussion with PSZJ and PwC	0.5	General Case Administration
11/1/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process

Date	Professional	Activity	Hours	Project Description
11/1/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
11/3/2024	Darius Tam	Scenario Analysis and Waterfall	4.0	Sale Process
11/4/2024	Darius Tam	Discussion with FTI and PwC	1.0	Creditors' Communications
11/4/2024	Darius Tam	Discussion with PwC	0.5	General Case Administration
11/4/2024	Darius Tam	Preparation of Board Presentation Materials	1.0	General Case Administration
11/4/2024	Darius Tam	Discussions with Potential Bidders	2.5	Sale Process
11/4/2024	Darius Tam	Diligence in regards to UCC's issues on Raymond James' Retention Application	8.0	Retention
11/5/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/5/2024	Darius Tam	Discussion with FTI	0.5	Creditors' Communications
11/5/2024	Darius Tam	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/5/2024	Darius Tam	Discussion with PSZJ and PwC	0.5	General Case Administration
11/5/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
11/5/2024	Darius Tam	Preparation of Process Update Materials for HC	1.0	Creditors' Communications
11/5/2024	Darius Tam	Weekly Update Call with HC	0.5	Creditors' Communications
11/5/2024	Darius Tam	Diligence in regards to UCC's issues on Raymond James' Retention Application	10.0	Retention
11/6/2024	Darius Tam	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/6/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
11/6/2024	Darius Tam	Diligence in regards to UCC's issues on Raymond James' Retention Application	10.0	Retention
11/7/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/7/2024	Darius Tam	Discussions with Potential Bidders	1.0	Sale Process
11/7/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Darius Tam	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/7/2024	Darius Tam	Diligence in regards to UCC's issues on Raymond James' Retention Application	10.0	Retention
11/8/2024	Darius Tam	Discussion with FTI	0.5	Creditors' Communications
11/11/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
11/12/2024	Darius Tam	Discussions with Potential Bidders	3.0	Sale Process
11/12/2024	Darius Tam	Preparation of Process Update Materials for HC	1.0	Creditors' Communications
11/12/2024	Darius Tam	Weekly Update Call with HC	0.5	Creditors' Communications
11/13/2024	Darius Tam	Discussions with Potential Bidders	2.0	Sale Process
11/13/2024	Darius Tam	Second Day Hearing	1.0	General Case Administration
11/14/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/14/2024	Darius Tam	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/14/2024	Darius Tam	Discussions with Potential Bidders	2.5	Sale Process
11/15/2024	Darius Tam	Discussion with Gritstone	0.5	General Case Administration
11/15/2024	Darius Tam	Discussions with Potential Bidders	2.5	Sale Process
11/18/2024	Darius Tam	Discussions with Potential Bidders	1.5	Sale Process
11/18/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
11/18/2024	Darius Tam	Weekly Update Call with HC	0.5	Creditors' Communications
11/19/2024	Darius Tam	Preparation of Process Update Materials for FTI	1.0	Creditors' Communications
11/19/2024	Darius Tam	Discussion with FTI	0.5	Creditors' Communications
11/19/2024	Darius Tam	Discussions with Potential Bidders	2.0	Sale Process
11/19/2024	Darius Tam	IP Discussion with Gritstone, PSZJ, FEN, Goodwin Law	0.5	General Case Administration
11/19/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
11/21/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/21/2024	Darius Tam	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/21/2024	Darius Tam	Discussion with PSZJ	0.5	General Case Administration
11/21/2024	Darius Tam	Sale Process Discussions with bidder	0.5	Sale Process

Date	Professional	Activity	Hours	Project Description
11/22/2024	Darius Tam	Discussion with bidder	0.5	Creditors' Communications
11/25/2024	Darius Tam	Discussion with Gritstone	0.5	General Case Administration
11/25/2024	Darius Tam	Discussion with Gritstone and Export Controls Expert	1.0	Sale Process
11/25/2024	Darius Tam	Discussion with PSZJ and PwC	0.5	General Case Administration
11/25/2024	Darius Tam	Discussions with Potential Bidders	3.0	Sale Process
11/25/2024	Darius Tam	Preparation of Process Update Materials for FTI	2.0	Creditors' Communications
11/26/2024	Darius Tam	Discussion with FTI	0.5	Creditors' Communications
11/26/2024	Darius Tam	Discussions with Potential Bidders	2.0	Sale Process
11/26/2024	Darius Tam	Weekly Update Call with HC	0.5	Creditors' Communications
11/26/2024	Darius Tam	Preparation of Board Presentation Materials	2.0	General Case Administration
11/27/2024	Darius Tam	Discussion with Gritstone	0.5	General Case Administration
11/27/2024	Darius Tam	Preparation of Board Presentation Materials	2.0	General Case Administration
11/27/2024	Darius Tam	Discussion with Gritstone Board Subcommittee	1.0	General Case Administration
11/27/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
11/27/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
11/30/2024	Darius Tam	IP Discussion with Gritstone and Goodwin Law	0.5	General Case Administration
11/30/2024	Darius Tam	IP Discussion with PSZJ, FEN, Goodwin Law	0.5	General Case Administration
12/1/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
12/2/2024	Darius Tam	Discussion with Gritstone	0.5	General Case Administration
12/2/2024	Darius Tam	Discussions with Potential Bidders	2.0	Sale Process
12/2/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
12/2/2024	Darius Tam	Sale Process Discussions with SPC	2.0	Sale Process
12/3/2024	Darius Tam	DIP Financing Discussion with FSI, PSZJ, KTBS	1.0	DIP Financing
12/3/2024	Darius Tam	Discussion with FTI, AFX, PSZJ	0.5	Creditors' Communications
12/3/2024	Darius Tam	Discussion with PSZJ	0.5	General Case Administration
12/3/2024	Darius Tam	Sale Process Discussions with SPC	0.5	Sale Process
12/3/2024	Darius Tam	Weekly Update Call with HC	0.5	Creditors' Communications
12/4/2024	Darius Tam	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/4/2024	Darius Tam	Discussions with Potential Bidders	1.0	Sale Process
12/4/2024	Darius Tam	RJ Internal Alignment Call	0.5	General Case Administration
12/4/2024	Darius Tam	Sale Process Discussions with SPC	0.5	Sale Process
12/5/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/5/2024	Darius Tam	Discussion with FTI, AFX, PSZJ, PwC	0.5	Creditors' Communications
12/5/2024	Darius Tam	Discussion with PSZJ and PwC	0.5	General Case Administration
12/5/2024	Darius Tam	Discussion with PwC	0.5	General Case Administration
12/5/2024	Darius Tam	Preparation of Board Presentation Materials	2.0	General Case Administration
12/6/2024	Darius Tam	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/6/2024	Darius Tam	Discussion with Gritstone and PwC	0.5	General Case Administration
12/6/2024	Darius Tam	Discussions with Potential Bidders	2.5	Sale Process
12/6/2024	Darius Tam	Sale Process Discussions with SPC	0.5	Sale Process
12/7/2024	Darius Tam	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Darius Tam	Discussion with PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
12/8/2024	Darius Tam	Discussions with Potential Bidders	0.5	Sale Process
12/9/2024	Darius Tam	Auction at RJ Office in NYC	14.0	Sale Process

Date	Professional	Activity	Hours	Project Description
12/10/2024	Darius Tam	Auction at RJ Office in NYC	18.0	Sale Process
12/11/2024	Darius Tam	Auction at RJ Office in NYC	14.0	Sale Process
12/12/2024	Darius Tam	Auction at RJ Office in NYC	4.0	Sale Process
12/12/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Darius Tam	Board Meeting with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Darius Tam	Discussion with PSZJ and PwC	0.5	General Case Administration
12/13/2024	Darius Tam	Discussion with SPC	0.5	Sale Process
12/16/2024	Darius Tam	Discussion with SPC	1.0	Sale Process
12/19/2024	Darius Tam	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/20/2024	Darius Tam	Sale Hearing	1.0	General Case Administration
1/3/2025	Darius Tam	Discussion with PSZJ and PwC	0.5	General Case Administration
4/2/2025	Darius Tam	POR Confirmation Hearing	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
10/10/2024	Mike Brown	Bankruptcy Coordination Call with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/10/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/11/2024	Mike Brown	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/13/2024	Mike Brown	DIP Financing Discussion with FSI	0.5	DIP Financing
10/13/2024	Mike Brown	Discussions with Potential Bidders	1.5	Sale Process
10/14/2024	Mike Brown	Discussions with Potential Bidders	2.5	Sale Process
10/15/2024	Mike Brown	Bankruptcy Coordination call with Gritstone	0.5	General Case Administration
10/15/2024	Mike Brown	DIP Financing Discussion with FSI	0.5	DIP Financing
10/15/2024	Mike Brown	First Day Pleadings & Company Overview Presentation Review with Gritstone and PSZJ	0.5	General Case Administration
10/16/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
10/16/2024	Mike Brown	First Day Hearing	1.0	General Case Administration
10/16/2024	Mike Brown	RJ Internal Alignment Call	0.5	General Case Administration
10/17/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/17/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
10/17/2024	Mike Brown	Tax Discussion with Gritstone, PSZJ, FEN, Moss Adams	0.5	DIP Financing
10/18/2024	Mike Brown	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/18/2024	Mike Brown	Discussion with Gritstone	0.5	Sale Process
10/20/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
10/21/2024	Mike Brown	Discussions with Potential Bidders	1.0	Sale Process
10/21/2024	Mike Brown	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/21/2024	Mike Brown	Update Discussion with PSZJ	0.5	General Case Administration
10/22/2024	Mike Brown	Discussions with Potential Bidders	2.5	Sale Process
10/23/2024	Mike Brown	Discussion with Gritstone and FEN	0.5	General Case Administration
10/23/2024	Mike Brown	Discussions with Potential Bidders	1.5	Sale Process
10/24/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/24/2024	Mike Brown	Discussions with Potential Bidders	1.0	Sale Process
10/25/2024	Mike Brown	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
10/25/2024	Mike Brown	Discussions with Potential Bidders	1.5	Sale Process
10/25/2024	Mike Brown	RJ Internal Alignment Call	0.5	General Case Administration
10/29/2024	Mike Brown	DIP Financing Discussions with Potential Alternative DIP Lenders	0.5	DIP Financing
10/29/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
10/29/2024	Mike Brown	Weekly Update Call with HC	0.5	Creditors' Communications
10/30/2024	Mike Brown	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
10/30/2024	Mike Brown	Discussion with PSZJ and PwC	0.5	General Case Administration
10/30/2024	Mike Brown	Discussions with Potential Bidders	1.0	Sale Process
10/31/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
10/31/2024	Mike Brown	Discussions with Potential Bidders	2.0	Sale Process
11/1/2024	Mike Brown	DIP Financing Discussion with Gritstone, PSZJ, FSI, KTBS	0.5	DIP Financing
11/1/2024	Mike Brown	Discussion with PSZJ and PwC	0.5	General Case Administration
11/1/2024	Mike Brown	Discussions with Potential Bidders	1.0	Sale Process
11/1/2024	Mike Brown	RJ Internal Alignment Call	0.5	General Case Administration
11/4/2024	Mike Brown	Discussion with PwC	0.5	General Case Administration
11/4/2024	Mike Brown	Discussions with Potential Bidders	2.5	Sale Process
11/5/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/5/2024	Mike Brown	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/5/2024	Mike Brown	Discussion with PSZJ and PwC	0.5	General Case Administration
11/5/2024	Mike Brown	Weekly Update Call with HC	0.5	Creditors' Communications

Date	Professional	Activity	Hours	Project Description
11/6/2024	Mike Brown	Discussion with Gritstone, PSZJ, PwC	1.0	General Case Administration
11/6/2024	Mike Brown	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/7/2024	Mike Brown	Discussions with Potential Bidders	1.0	Sale Process
11/7/2024	Mike Brown	RJ Internal Alignment Call	0.5	General Case Administration
11/7/2024	Mike Brown	Update Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/8/2024	Mike Brown	Discussion with FTI	0.5	Creditors' Communications
11/11/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
11/12/2024	Mike Brown	Discussions with Potential Bidders	3.0	Sale Process
11/12/2024	Mike Brown	Weekly Update Call with HC	0.5	Creditors' Communications
11/13/2024	Mike Brown	Discussions with Potential Bidders	2.0	Sale Process
11/13/2024	Mike Brown	Second Day Hearing	1.0	General Case Administration
11/14/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/14/2024	Mike Brown	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/14/2024	Mike Brown	Discussions with Potential Bidders	2.5	Sale Process
11/15/2024	Mike Brown	Discussion with Gritstone	0.5	General Case Administration
11/15/2024	Mike Brown	Discussions with Potential Bidders	2.5	Sale Process
11/18/2024	Mike Brown	Discussions with Potential Bidders	1.5	Sale Process
11/18/2024	Mike Brown	RJ Internal Alignment Call	0.5	General Case Administration
11/18/2024	Mike Brown	Weekly Update Call with HC	0.5	Creditors' Communications
11/19/2024	Mike Brown	Discussion with FTI	0.5	Creditors' Communications
11/19/2024	Mike Brown	Discussions with Potential Bidders	2.5	Sale Process
11/19/2024	Mike Brown	IP Discussion with Gritstone, PSZJ, FEN, Goodwin Law	0.5	General Case Administration
11/19/2024	Mike Brown	RJ Internal Alignment Call	0.5	General Case Administration
11/20/2024	Mike Brown	Discussion with Gritstone	0.5	General Case Administration
11/21/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
11/21/2024	Mike Brown	DIP Financing Discussion with FSI, PSZJ, KTBS	0.5	DIP Financing
11/21/2024	Mike Brown	Discussion with PSZJ	0.5	General Case Administration
11/21/2024	Mike Brown	Sale Process Discussions with bidder	0.5	Sale Process
11/22/2024	Mike Brown	Discussion with bidder	0.5	Creditors' Communications
11/25/2024	Mike Brown	Discussion with Gritstone	0.5	General Case Administration
11/25/2024	Mike Brown	Discussion with Gritstone and Export Controls Expert	1.0	Sale Process
11/25/2024	Mike Brown	Discussion with PSZJ and PwC	0.5	General Case Administration
11/25/2024	Mike Brown	Discussions with Potential Bidders	1.5	Sale Process
11/26/2024	Mike Brown	Discussion with FTI	0.5	Creditors' Communications
11/26/2024	Mike Brown	Discussions with Potential Bidders	2.0	Sale Process
11/26/2024	Mike Brown	Weekly Update Call with HC	0.5	Creditors' Communications
11/27/2024	Mike Brown	Discussion with Gritstone	0.5	General Case Administration
11/27/2024	Mike Brown	Discussion with Gritstone Board Subcommittee	1.0	General Case Administration
11/27/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
11/27/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
11/29/2024	Mike Brown	RJ Internal Alignment Call	0.5	General Case Administration
11/30/2024	Mike Brown	IP Discussion with Gritstone and Goodwin Law	0.5	General Case Administration
11/30/2024	Mike Brown	IP Discussion with PSZJ, FEN, Goodwin Law	0.5	General Case Administration
12/1/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
12/2/2024	Mike Brown	Discussion with Gritstone	0.5	General Case Administration

Date	Professional	Activity	Hours	Project Description
12/2/2024	Mike Brown	Discussions with Potential Bidders	2.0	Sale Process
12/2/2024	Mike Brown	RJ Internal Alignment Call	0.5	General Case Administration
12/2/2024	Mike Brown	Sale Process Discussions with SPC	2.0	Sale Process
12/3/2024	Mike Brown	DIP Financing Discussion with FSI, PSZJ, KTBS	1.0	DIP Financing
12/3/2024	Mike Brown	Discussion with FTI, AFX, PSZJ	0.5	Creditors' Communications
12/3/2024	Mike Brown	Discussion with PSZJ	0.5	General Case Administration
12/3/2024	Mike Brown	Sale Process Discussions with SPC	0.5	Sale Process
12/3/2024	Mike Brown	Weekly Update Call with HC	0.5	Creditors' Communications
12/4/2024	Mike Brown	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/4/2024	Mike Brown	Discussions with Potential Bidders	1.0	Sale Process
12/4/2024	Mike Brown	RJ Internal Alignment Call	0.5	General Case Administration
12/4/2024	Mike Brown	Sale Process Discussions with SPC	0.5	Sale Process
12/5/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/5/2024	Mike Brown	Discussion with FTI, AFX, PSZJ, PwC	0.5	Creditors' Communications
12/5/2024	Mike Brown	Discussion with PSZJ and PwC	0.5	General Case Administration
12/5/2024	Mike Brown	Discussion with PwC	0.5	General Case Administration
12/6/2024	Mike Brown	Board Meeting with Gritstone, PSZJ, FEN, PwC	1.0	General Case Administration
12/6/2024	Mike Brown	Discussion with Gritstone and PwC	0.5	General Case Administration
12/6/2024	Mike Brown	Discussions with Potential Bidders	2.5	Sale Process
12/6/2024	Mike Brown	Sale Process Discussions with SPC	0.5	Sale Process
12/7/2024	Mike Brown	Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Mike Brown	Discussion with PSZJ, FEN, PwC	0.5	General Case Administration
12/7/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
12/8/2024	Mike Brown	Discussions with Potential Bidders	0.5	Sale Process
12/9/2024	Mike Brown	Auction at RJ Office in NYC	14.0	Sale Process
12/10/2024	Mike Brown	Auction at RJ Office in NYC	18.0	Sale Process
12/11/2024	Mike Brown	Auction at RJ Office in NYC	14.0	Sale Process
12/12/2024	Mike Brown	Auction at RJ Office in NYC	4.0	Sale Process
12/12/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Mike Brown	Board Meeting with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/12/2024	Mike Brown	Discussion with PSZJ and PwC	0.5	General Case Administration
12/13/2024	Mike Brown	Discussion with SPC	0.5	Sale Process
12/16/2024	Mike Brown	Discussion with SPC	1.0	Sale Process
12/19/2024	Mike Brown	Bi-Weekly Discussion with Gritstone, PSZJ, FEN, PwC	0.5	General Case Administration
12/20/2024	Mike Brown	Sale Hearing	1.0	General Case Administration
1/3/2025	Mike Brown	Discussion with PSZJ and PwC	0.5	General Case Administration

EXHIBIT D

RAYMOND JAMES FEE DETAIL

Exhibit D - Raymond James Postpetition Transaction Fee Calculation

(\$ in '000s)	Fee Category	RJ Engagement Letter Section	Total Fee
	Monthly Fees (x3 Months)	2(a)	\$ 250
	Financing Fee	2(b)(i)	500
	Minimum Business Combination Transaction Fee	2(d)	1,500
	Fees Paid to Date		\$ 2,250
	Restructuring Fee	2(c)	\$ 1,500
A	Restructuring Fee Outstanding		\$ 1,500
	RJ Expenses	3	29
B	Outstanding Expense Reimbursement - Legal, Travel, etc.		\$ 29
A + B	Total Raymond James Fees & Expenses Outstanding		\$ 1,529
C	Voluntary Reduction in Raymond James Fees & Expenses per request of the Committee and DIP Lender		(1,250)
A + B - C	Revised Total Raymond James Fees & Expenses Outstanding		\$ 279

EXHIBIT E

RAYMOND JAMES EXPENSE SUMMARY

Raymond James Expenses

Bill To: Gritstone bio, Inc. Date: 01/21/2025 Deal#: H653

Date	Banker Name	Description	Amount
10/10/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$27.65
10/10/2024	Darius Tam	Gritstone Bio - H653 [Train / Rail]	\$1.45
10/10/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$16.95
10/10/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$18.35
10/10/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$1.91
10/10/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$30.00
10/11/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$18.40
10/11/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$1.83
10/11/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$13.81
10/11/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$9.72
10/12/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$33.56
10/13/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$14.47
10/14/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$16.97
10/14/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$26.21
10/15/2024	Simon Wein	Gritstone Bio - H653 [Taxi / Ride Share]	\$22.00
10/15/2024	Simon Wein	Gritstone Bio - H653 [Meals - Employee]	\$30.00
10/15/2024	Casey Brooks	Gritstone Bio - H653 [Taxi / Ride Share]	\$12.91
10/15/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$1.69
10/15/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$15.45
10/15/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$16.05
10/15/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$35.07
10/16/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$19.13
10/16/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$1.61
10/16/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$15.96
10/16/2024	Simon Wein	Gritstone Bio - H653 [Meals - Employee]	\$30.00
10/16/2024	Allena Baker	Gritstone Bio - H653 [Meals - Employee]	\$31.38
10/16/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$21.39
10/16/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$22.85
10/17/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$17.59
10/17/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$13.82
10/17/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$1.91
10/17/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$15.00
10/18/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$1.76
10/18/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$9.63
10/18/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$20.68
10/21/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$28.30
10/22/2024	Simon Wein	Gritstone Bio - H653 [Taxi / Ride Share]	\$22.70
10/22/2024	Simon Wein	Gritstone Bio - H653 [Meals - Employee]	\$30.00
10/22/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$17.00
10/22/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$12.81
10/22/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$2.06
10/22/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$28.30
10/22/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$40.79
10/22/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$22.16
10/23/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$1.28
10/23/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$14.37
10/23/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$19.33
10/23/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$21.60
10/23/2024	Allena Baker	Gritstone Bio - H653 [Meals - Employee]	\$15.88
10/24/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$20.60
10/24/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$1.93
10/24/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$14.69
10/24/2024	Casey Brooks	Gritstone Bio - H653 [Taxi / Ride Share]	\$21.28
10/24/2024	Casey Brooks	Gritstone Bio - H653 [Taxi / Ride Share]	\$22.96
10/24/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$28.30
10/24/2024	Mike Brown	Gritstone Bio - H653 [Taxi / Ride Share]	\$16.32
10/24/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$40.74
10/25/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$11.31
10/25/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$34.28
10/26/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$30.75
10/28/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$19.48
10/28/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$17.41
10/28/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$21.03
10/28/2024	Mike Brown	Gritstone Bio - H653 [Taxi / Ride Share]	\$12.12

Raymond James Expenses*Bill To: Gritstone bio, Inc.**Date: 01/21/2025**Deal#: H653*

Date	Banker Name	Description	Amount
10/29/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$4.99
10/29/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$15.70
10/29/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$15.65
10/29/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$31.94
10/29/2024	Casey Brooks	Gritstone Bio - H653 [Taxi / Ride Share]	\$22.93
10/29/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$26.67
10/29/2024	Allena Baker	Gritstone Bio - H653 [Travel Meals - Employee]	\$36.64
10/29/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$29.33
10/30/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$19.48
10/30/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$18.24
10/30/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$28.30
10/30/2024	Allena Baker	Gritstone Bio - H653 [Travel Meals - Employee]	\$35.98
10/30/2024	Allena Baker	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$95.55
10/30/2024	Allena Baker	Gritstone Bio - H653 [Hotel - Lodging]	\$407.15
10/30/2024	Mike Brown	Gritstone Bio - H653 [Taxi / Ride Share]	\$12.96
10/31/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$17.64
10/31/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$18.09
10/31/2024	Allena Baker	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$66.51
10/31/2024	Allena Baker	Gritstone Bio - H653 [Hotel - Lodging]	\$305.15
10/31/2024	Mike Brown	Gritstone Bio - H653 [Taxi / Ride Share]	\$13.80
11/1/2024	Brandon Weber	Gritstone Bio - H653 [Airfare]	\$163.00
11/1/2024	Brandon Weber	Gritstone Bio - H653 [Airfare]	\$259.00
11/1/2024	Brandon Weber	Gritstone Bio - H653 [Travel Agency Fee]	\$35.00
11/1/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$22.65
11/1/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$17.62
11/1/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$26.67
11/2/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$14.49
11/2/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$35.42
11/3/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$21.97
11/3/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$18.28
11/3/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$14.80
11/3/2024	Allena Baker	Gritstone Bio - H653 [Taxi / Ride Share]	\$137.06
11/4/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$31.03
11/4/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$31.05
11/4/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$47.99
11/4/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$33.74
11/4/2024	Brandon Weber	Gritstone Bio - H653 [Air WiFi]	\$8.00
11/4/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$9.18
11/4/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$31.65
11/4/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Lodging]	\$355.00
11/4/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$25.69
11/5/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$38.31
11/5/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$36.19
11/5/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$22.05
11/5/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$67.00
11/5/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$48.10
11/5/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$6.45
11/5/2024	Brandon Weber	Gritstone Bio - H653 [Taxi / Ride Share]	\$108.84
11/5/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Meals - Employee]	\$3.31
11/5/2024	Allena Baker	Gritstone Bio - H653 [Hotel - Lodging]	\$701.80
11/6/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$36.51
11/6/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$34.39
11/6/2024	Brandon Weber	Gritstone Bio - H653 [Taxi / Ride Share]	\$21.30
11/6/2024	Brandon Weber	Gritstone Bio - H653 [Parking]	\$72.00
11/6/2024	Brandon Weber	Gritstone Bio - H653 [Client Meals]	\$606.47
11/6/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$22.85
11/6/2024	Allena Baker	Gritstone Bio - H653 [Hotel - Lodging]	\$520.39
11/7/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$28.56
11/7/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$34.63
11/7/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$37.85
11/7/2024	Allena Baker	Gritstone Bio - H653 [Hotel - Lodging]	\$441.03
11/7/2024	Allena Baker	Gritstone Bio - H653 [Taxi / Ride Share]	\$15.85
11/8/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$23.93
11/8/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$39.85

Raymond James Expenses

Bill To: Gritstone bio, Inc. Date: 01/21/2025 Deal#: H653

Date	Banker Name	Description	Amount
11/11/2024	Simon Wein	Gritstone Bio - H653 [Hotel - Prepay / Deposit]	\$299.00
11/12/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$31.05
11/12/2024	Mike Brown	Gritstone Bio - H653 [Taxi / Ride Share]	\$12.96
11/12/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$35.97
11/13/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$36.19
11/13/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$35.26
11/13/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$32.97
11/13/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$21.43
11/13/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$26.67
11/13/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$38.67
11/13/2024	Allena Baker	Gritstone Bio - H653 [Travel Meals - Employee]	\$40.24
11/14/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$28.52
11/14/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$21.67
11/14/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$27.22
11/14/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$36.70
11/14/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$18.07
11/15/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$60.20
11/15/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$22.86
11/16/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$41.67
11/16/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$79.25
11/18/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$29.90
11/18/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Lodging]	\$299.00
11/18/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$29.29
11/19/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$32.86
11/19/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$25.31
11/19/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$33.47
11/19/2024	Casey Brooks	Gritstone Bio - H653 [Meals - Employee]	\$28.30
11/19/2024	Mike Brown	Gritstone Bio - H653 [Taxi / Ride Share]	\$13.80
11/19/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$24.28
11/20/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$32.51
11/20/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$27.55
11/21/2024	Geoffrey Richards	Gritstone Bio - H653 [Client Meals]	\$110.71
11/21/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$28.54
11/21/2024	Allena Baker	Gritstone Bio - H653 [Airfare]	\$308.15
11/22/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$11.42
11/22/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$62.17
11/22/2024	Mike Brown	Gritstone Bio - H653 [Meals - Employee]	\$26.12
11/24/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$3.24
11/25/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$16.95
11/25/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$15.31
11/25/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$15.46
11/25/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$15.00
11/26/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$19.74
11/26/2024	Mike Brown	Gritstone Bio - H653 [Taxi / Ride Share]	\$12.95
11/26/2024	Allena Baker	Gritstone Bio - H653 [Meals - Employee]	\$18.48
11/27/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$11.92
11/27/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$9.71
12/1/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$3.26
12/2/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$17.84
12/2/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$17.71
12/2/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$19.61
12/2/2024	Geoffrey Richards	Gritstone Bio - H653 [Airfare]	\$575.80
12/2/2024	Geoffrey Richards	Gritstone Bio - H653 [Airfare]	\$122.03
12/3/2024	Allena Baker	Gritstone Bio - H653 [Travel Meals - Employee]	\$39.35
12/3/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$19.40
12/3/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$15.88
12/4/2024	Brandon Weber	Gritstone Bio - H653 [Airfare]	\$524.02
12/4/2024	Simon Wein	Gritstone Bio - H653 [Meals - Employee]	\$30.00
12/4/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$15.52
12/4/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$15.00
12/4/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$31.75
12/5/2024	Simon Wein	Gritstone Bio - H653 [Meals - Employee]	\$30.00
12/5/2024	Allena Baker	Gritstone Bio - H653 [Travel Meals - Employee]	\$36.01
12/5/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$15.79

Raymond James Expenses

<i>Bill To: Gritstone bio, Inc.</i>	<i>Date: 01/21/2025</i>	<i>Deal#: H653</i>	
Date	Banker Name	Description	Amount
12/6/2024	Simon Wein	Gritstone Bio - H653 [Taxi / Ride Share]	\$27.52
12/6/2024	Simon Wein	Gritstone Bio - H653 [Taxi / Ride Share]	\$23.70
12/6/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$16.80
12/6/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$61.46
12/7/2024	Allena Baker	Gritstone Bio - H653 [Baggage Fee]	\$30.82
12/7/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$11.92
12/8/2024	Allena Baker	Gritstone Bio - H653 [Travel Meals - Employee]	\$25.92
12/8/2024	Allena Baker	Gritstone Bio - H653 [Taxi / Ride Share]	\$98.88
12/8/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$69.31
12/8/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Lodging]	\$419.00
12/8/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$9.39
12/8/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$69.31
12/8/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Lodging]	\$419.00
12/9/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$16.85
12/9/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$16.56
12/9/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$31.94
12/9/2024	Geoffrey Richards	Gritstone Bio - H653 [Travel Agency Fee]	\$35.00
12/9/2024	Geoffrey Richards	Gritstone Bio - H653 [Airfare]	\$56.88
12/9/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$69.31
12/9/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Lodging]	\$419.00
12/9/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$4.19
12/9/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$6.80
12/9/2024	Brandon Weber	Gritstone Bio - H653 [Taxi / Ride Share]	\$40.93
12/9/2024	Brandon Weber	Gritstone Bio - H653 [Taxi / Ride Share]	\$98.13
12/9/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$69.31
12/9/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Lodging]	\$419.00
12/10/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$13.17
12/10/2024	Geoffrey Richards	Gritstone Bio - H653 [Taxi / Ride Share]	\$10.40
12/10/2024	Geoffrey Richards	Gritstone Bio - H653 [Taxi / Ride Share]	\$26.90
12/10/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Lodging]	\$419.00
12/10/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$69.31
12/10/2024	Brandon Weber	Gritstone Bio - H653 [Airfare]	\$72.04
12/10/2024	Brandon Weber	Gritstone Bio - H653 [Travel Agency Fee]	\$35.00
12/10/2024	Brandon Weber	Gritstone Bio - H653 [Travel Agency Fee]	\$35.00
12/10/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$45.62
12/10/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Meals - Employee]	\$7.00
12/10/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$71.79
12/10/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Lodging]	\$463.00
12/11/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$16.67
12/11/2024	Geoffrey Richards	Gritstone Bio - H653 [Airfare]	\$194.05
12/11/2024	Geoffrey Richards	Gritstone Bio - H653 [Taxi / Ride Share]	\$24.21
12/11/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$69.31
12/11/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Lodging]	\$419.00
12/11/2024	Geoffrey Richards	Gritstone Bio - H653 [Hotel - Meals - Employee]	\$94.64
12/11/2024	Brandon Weber	Gritstone Bio - H653 [Travel Agency Fee]	\$35.00
12/11/2024	Brandon Weber	Gritstone Bio - H653 [Travel Agency Fee]	\$35.00
12/11/2024	Brandon Weber	Gritstone Bio - H653 [Taxi / Ride Share]	\$18.13
12/11/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Lodging]	\$463.00
12/11/2024	Brandon Weber	Gritstone Bio - H653 [Hotel - Taxes / Fees]	\$71.79
12/12/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$12.47
12/12/2024	Geoffrey Richards	Gritstone Bio - H653 [Taxi / Ride Share]	\$24.18
12/12/2024	Allena Baker	Gritstone Bio - H653 [Travel Meals - Employee]	\$14.32
12/12/2024	Allena Baker	Gritstone Bio - H653 [Taxi / Ride Share]	\$115.70
12/12/2024	Allena Baker	Gritstone Bio - H653 [Taxi / Ride Share]	\$40.84
12/12/2024	Brandon Weber	Gritstone Bio - H653 [Airfare]	\$367.46
12/12/2024	Brandon Weber	Gritstone Bio - H653 [Travel Agency Fee]	\$35.00
12/12/2024	Brandon Weber	Gritstone Bio - H653 [Airfare]	\$404.64
12/12/2024	Brandon Weber	Gritstone Bio - H653 [Travel Agency Fee]	\$35.00
12/12/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$3.51
12/12/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$6.80
12/12/2024	Brandon Weber	Gritstone Bio - H653 [Travel Meals - Employee]	\$4.53
12/12/2024	Brandon Weber	Gritstone Bio - H653 [Taxi / Ride Share]	\$17.59
12/12/2024	Brandon Weber	Gritstone Bio - H653 [Parking]	\$150.00
12/12/2024		Three full days of catering for December 2024 Auction for approx. 40 people	\$11,682.29

Raymond James Expenses

Bill To: Gritstone bio, Inc.		Date: 01/21/2025	Deal#: H653
Date	Banker Name	Description	Amount
12/13/2024	Geoffrey Richards	Gritstone Bio - H653 [Taxi / Ride Share]	\$192.27
12/13/2024	Brandon Weber	Gritstone Bio - H653 [Taxi / Ride Share]	\$207.24
12/14/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$11.92
12/16/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$11.00
12/17/2024	Darius Tam	Gritstone Bio - H653 [Taxi / Ride Share]	\$8.20
12/17/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$14.77
12/18/2024	Geoffrey Richards	Gritstone Bio - H653 [Taxi / Ride Share]	\$185.52
12/18/2024	Geoffrey Richards	Gritstone Bio - H653 [Taxi / Ride Share]	\$69.92
12/19/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$14.77
12/19/2024	Simon Wein	Gritstone Bio - H653 [Taxi / Ride Share]	\$21.20
12/20/2024	Darius Tam	Gritstone Bio - H653 [Meals - Employee]	\$16.85
Expense Retainer Reimbursement			\$(-2,752.12)
Total Expenses to Invoice			\$26,636.10

EXHIBIT F

LEGAL FEES



Invoice No.: 1000855782
File No. : 050267.020300
Bill Date : December 13, 2024

Raymond James & Associates, Inc.
2001 Ross Avenue
Dallas, TX 75201

Attn: Allen Lassiter

INVOICE

Re: Gristone
Claim #:2024-002888

Legal Services through November 30, 2024:

Total Fees:	\$	2,780.00
Current Invoice:	\$	<u>2,780.00</u>

OP:KH
Tax ID: 13-3613083



Invoice No.: 1000855782
File No. : 050267.020300

Important: If you receive a request to change the manner or location of your payment to Greenberg Traurig, please immediately contact Greenberg Traurig's accounting team at 305-418-6503. To assure that your payment is made and received correctly, please do not make any payment per the requested change until you verbally confirm with Greenberg Traurig that the change is legitimate.

Note: Payment is Due 30 Days from Date of Invoice

***FOR YOUR CONVENIENCE,
PAYMENT INSTRUCTIONS FOR GT FIRM ACCOUNT
FOR FEES & COSTS ARE AS FOLLOWS:***

TO: CITIBANK, N.A.
ABA #: 266086554
CREDIT TO: GREENBERG TRAURIG ACCOUNT
ACCOUNT #: 3200175071
PLEASE
REFERENCE: **CLIENT NAME:** RAYMOND JAMES & ASSOCIATES, INC.
FILE NUMBER: 050267.020300
INVOICE NUMBER: 1000855782*
BILLING
PROFESSIONAL: Oscar Pinkas

IF YOU WISH TO PAY BY CHECK PLEASE REMIT TO THE ADDRESS BELOW:

Greenberg Traurig
PO Box 936769
ATLANTA GA 31193-6769

Wire fees may be assessed by your bank.

*** If paying more than one invoice, please reference all invoice numbers in wiring instructions.**

Please contact acct-cashreceipts@gtlaw.com for any payment related questions.

* * * * *

OP:KH
Tax ID: 13-3613083



Invoice No.: 1000855782
 File No.: 050267.020300

Summary of Fees (Current Invoice)

<u>Timekeeper</u>	<u>Status</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Oscar Pinkas	Shareholder	0.50	1,375.00	687.50
Jessica Wolfert	Associate	3.10	675.00	2,092.50
		<hr/>	<hr/>	<hr/>
Totals:		3.60		\$ 2,780.00

* * * * *

<u>Total Due</u>	<u>0-30 Days</u>	<u>31+ Days</u>	<u>Past Due</u>	<u>61+ Days</u>	<u>91+ Days</u>
\$ 2,780.00	2,780.00	0.00	0.00	0.00	0.00

OP:KH
 Tax ID: 13-3613083

Invoice No.: 1000855782
Re: Gristone
Matter No.: 050267.020300

Page 1

Description of Professional Services Rendered:

<u>DATE</u>	<u>TIMEKEEPER</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
10/14/24	Oscar Pinkas	Reviewed and edited carveout language.	0.30
10/16/24	Jessica Wolfert	Review retention application	2.20
10/18/24	Jessica Wolfert	Review conflicts list and disclosures	0.50
10/22/24	Oscar Pinkas	Attn to open issues.	0.20
10/23/24	Jessica Wolfert	Prepare schedule 2 to retention application	0.40
			<hr/>
			<u>Total Time:</u> 3.60

Invoice No.: 1000855782
Re: Gristone
Matter No.: 050267.020300

Page 2

No expenses charged to this file

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

In re:

GRITSTONE BIO, INC.,¹

Reorganized Debtor.

Chapter 11

Case No. 24-12305 (KBO)

Related Docket No.

**ORDER GRANTING FINAL FEE APPLICATION OF RAYMOND JAMES &
ASSOCIATES, INC. AS INVESTMENT BANKER TO THE DEBTOR**

Upon consideration of the *Final Fee Application of Raymond James & Associates, Inc. as Investment Banker to the Debtor* [Docket No. __] (the “Application”)² submitted by Raymond James & Associates, Inc. (“Raymond James”) for allowance and approval of reimbursement of its actual and necessary out-of-pocket expenses incurred as investment banker to the Debtor, and based on the Application,

IT IS HEREBY ORDERED THAT:

1. Raymond James’s request for the allowance and approval of compensation for services rendered to the Debtor during the Application Period is hereby approved in the amount of \$2,500,000.00³ on a final basis.

2. Raymond James’s request for reimbursement of reasonable out-of-pocket expenses incurred during the Application Period is hereby approved in the amount of \$29,416 on a final basis.

¹ The Debtor’s mailing address is 4698 Willow Road, Pleasanton, CA 94588, and the last four digits of the Debtor’s federal tax identification number is 9534.

² All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

³ Of this amount, Raymond James received \$250,000 in Monthly Advisory Fees for the months of November 2024 through January 2025, \$500,000 for the Financing Transaction Fee, and \$1,500,000 for the Business Combination Transaction Fee.

3. The Debtor is authorized and directed to pay Raymond James \$279,416.00, which is the amount outstanding and owed of the \$2,529,416.00 amount allowed for compensation and expenses incurred during the Application Period from Company funds pursuant to this Order.

4. This Order in no way impairs or limits Raymond James's rights under its Retention Order or engagement agreement.

5. Raymond James and the Debtor are authorized to take all actions necessary to effectuate the relief granted in this Order.

6. This Court retains jurisdiction with respect to all matters arising from or relating to the implementation of this Order.