

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
CARESTREAM HEALTH, INC., <i>et al.</i> , ¹)	
)	Case No. 22-10778 (JKS)
)	
Reorganized Debtors.)	(Jointly Administered)
)	Objection Deadline: November 28, 2022, at 4:00 p.m. ET
)	Hearing Date: To be scheduled

SUMMARY COVER SHEET TO THE FIRST AND
FINAL FEE APPLICATION OF KIRKLAND & ELLIS LLP AND
KIRKLAND & ELLIS INTERNATIONAL LLP, ATTORNEYS FOR
THE DEBTORS AND DEBTORS IN POSSESSION, FOR THE PERIOD
FROM AUGUST 23, 2022, THROUGH AND INCLUDING SEPTEMBER 28, 2022

Name of Applicant:	<u>Kirkland & Ellis LLP</u>
Authorized to Provide Professional Services to:	<u>Debtors and Debtors in Possession</u>
Date of Retention:	<u>October 7, 2022, effective as of</u> <u>August 23, 2022</u>
Final Period for Which Compensation and Reimbursement Is Sought:	<u>August 23, 2022, through September 28, 2022</u>
Final Amount of Compensation Sought as Actual, Reasonable and Necessary:	\$1,635,684.50
Final Amount of Expense Reimbursement Sought as Actual, Reasonable, and Necessary:	\$23,983.33
This is a(n) ___ monthly ___ interim <u>_x_</u> final application	
This Fee Application includes 0 hours and \$0.00 in fees incurred in connection with the preparation of Fee Applications.	

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized Debtor's federal tax identification number, are: Carestream Health, Inc. (0334); Carestream Health Acquisition, LLC (0333); Carestream Health Canada Holdings, Inc. (7700); Carestream Health Holdings, Inc. (7822); Carestream Health International Holdings, Inc. (5771); Carestream Health International Management Company, Inc. (0532); Carestream Health Puerto Rico, LLC (8359); Carestream Health World Holdings, LLC (1662); and Lumisys Holding Co. (3232). The location of the Reorganized Debtors' service address is: 150 Verona Street, Rochester, New York 14608.



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SUMMARY OF FINAL APPLICATION	
Name of Applicant	Kirkland & Ellis LLP
Name of Client	Debtors and Debtors in Possession
Time Period Covered by Final Application	August 23, 2022 – September 28, 2022
Total Compensation Sought During Final Application Period After All Voluntary Reductions	\$1,635,684.50
Total Expenses Sought During the Final Application Period	\$23,983.33
Petition Date	August 23, 2022
Retention Date	August 23, 2022
Date of Order Approving Employment	October 7, 2022 [Docket No. 215]
Total Allowed Compensation Paid to Date	N/A ²
Total Allowed Expenses Paid to Date	N/A
Blended Rate in Final Application for All Attorneys	\$1,119.53
Blended Rate in Final Application for All Timekeepers	\$1,049.05
Compensation Sought in the Final Application Already Paid Pursuant to a Monthly Compensation Order But Not Yet Allowed	N/A
Expenses Sought in Final Application Already Paid Pursuant to a Monthly Compensation Order But Not Yet Allowed	N/A
Number of Professionals Included in Final Application	66
If Applicable, Number of Professionals in Final Application Not Included in Staffing Plan Approved by Client	30
If Applicable, Difference Between Fees Budgeted and Compensation Sought During Final Application Period	N/A
Number of Professionals Billing Fewer than 15 hours to the Case During Final Application Period	43
Are Any Rates Higher Than Those Approved or Disclosed at Retention?	No

Summary of Hours by Professional Billed in Final Fee Period

Attorney Name	Position	Department	Date of Admission	Hourly Billing Rate In this Application	Hours Billed In this Application	Fees Billed In this Application
Bill Arnault	Partner	Litigation - General	2009	\$1,415.00	11.10	\$15,706.50
Thad W. Davis, P.C.	Partner	Taxation	2005	\$1,595.00	10.10	\$16,109.50

² Due to the prepackaged nature of these chapter 11 cases, K&E did not file any monthly fee statements or interim fee applications.

Attorney Name	Position	Department	Date of Admission	Hourly Billing Rate In this Application	Hours Billed In this Application	Fees Billed In this Application
Thomas James Dobleman Jr.	Partner	Corporate - Debt Finance	2011	\$1,425.00	24.40	\$34,770.00
Nicole L. Greenblatt, P.C.	Partner	Restructuring	2003	\$1,845.00	17.20	\$31,734.00
Chad J. Husnick, P.C.	Partner	Restructuring	2004	\$1,845.00	0.60	\$1,107.00
Patrick J. Nash Jr., P.C.	Partner	Restructuring	1996	\$1,845.00	23.90	\$44,095.50
Scott D. Price, P.C.	Partner	ECEB - Executive Compensation	1998	\$1,830.00	10.30	\$18,849.00
Seth Traxler, P.C.	Partner	Technology & IP Transactions	1997	\$1,695.00	1.00	\$1,695.00
Matthew Antinossi	Partner	ECEB - Employee Benefits	1999	\$1,585.00	0.70	\$1,109.50
Ben A. Barnes	Partner	Litigation - General	2012	\$1,135.00	9.70	\$11,009.50
Anthony M. Del Rio	Partner	Corporate - M&A/Private Equity	2014	\$1,260.00	2.50	\$3,150.00
Bryan D. Flannery	Partner	Corporate - Capital Markets	2014	\$1,275.00	11.70	\$14,917.50
Susan D. Golden	Partner	Restructuring	1988	\$1,315.00	2.50	\$3,287.50
Erik Hepler	Partner	Corporate - Debt Finance	1990	\$1,625.00	2.40	\$3,900.00
Jonathan E. Kidwell	Partner	Environment - Transactional	2009	\$1,425.00	0.50	\$712.50
Nick Niles	Partner	Litigation - General	2011	\$1,275.00	3.50	\$4,462.50
Kimberly Perdue	Partner	Corporate - Debt Finance	2006	\$1,545.00	11.80	\$18,231.00
William T. Pruitt	Partner	Litigation - General	2004	\$1,375.00	1.90	\$2,612.50
Jennifer Sheehan	Partner	Real Estate	2009	\$1,440.00	2.50	\$3,600.00
Steve Toth	Partner	Corporate - M&A/Private Equity	2005	\$1,430.00	7.60	\$10,868.00
Dennis Williams	Partner	Corporate - M&A/Private Equity	2008	\$1,445.00	1.00	\$1,445.00

Attorney Name	Position	Department	Date of Admission	Hourly Billing Rate In this Application	Hours Billed In this Application	Fees Billed In this Application
Allison M. Beattie	Associate	Corporate - M&A/Private Equity	2019	\$1,035.00	2.00	\$2,070.00
Layton Bell	Associate	Corporate - Debt Finance	2017	\$1,235.00	165.00	\$203,775.00
Rachael Marie Bentley	Associate	Restructuring	2017	\$1,235.00	33.00	\$40,755.00
Sarah Bernardo	Associate	Corporate - General		\$795.00	11.90	\$9,460.50
Jina Chung	Associate	Corporate - General	2021	\$795.00	52.60	\$41,817.00
Bernadette Coppola	Associate	Technology & IP Transactions	2013	\$1,235.00	4.60	\$5,681.00
Alessandra Corona Henriques	Associate	Corporate - Capital Markets	2021	\$910.00	8.30	\$7,553.00
Trevor Eck	Associate	Restructuring		\$660.00	15.30	\$10,098.00
Jordan Elkin	Associate	Restructuring	2020	\$1,035.00	14.30	\$14,800.50
Josh Epstein	Associate	Corporate - Debt Finance	2021	\$910.00	12.00	\$10,920.00
Whitney Greer	Associate	Corporate - Debt Finance	2021	\$1,035.00	15.40	\$15,939.00
Aseem Jha	Associate	Technology & IP Transactions	2021	\$910.00	6.20	\$5,642.00
Elizabeth Helen Jones	Associate	Restructuring	2018	\$1,035.00	43.20	\$44,712.00
Jennifer Karinen	Associate	Corporate - Capital Markets	2017	\$1,235.00	33.10	\$40,878.50
Katherine Karnosh	Associate	Taxation	2021	\$840.00	12.30	\$10,332.00
Cara Katrinak	Associate	Restructuring	2021	\$1,035.00	108.10	\$111,883.50
Tom Kotlowski	Associate	ECEB - Executive Compensation	2020	\$910.00	12.00	\$10,920.00
Weston Boone Kowert	Associate	Corporate - Debt Finance	2018	\$1,115.00	59.60	\$66,454.00
Nick Krislov	Associate	Restructuring	2018	\$1,115.00	83.20	\$92,768.00
Jose Elaine Lugo	Associate	Restructuring	2019	\$795.00	73.00	\$58,035.00
Zach R. Manning	Associate	Restructuring	2018	\$1,115.00	39.40	\$43,931.00

Attorney Name	Position	Department	Date of Admission	Hourly Billing Rate In this Application	Hours Billed In this Application	Fees Billed In this Application
Andrew Marshall	Associate	Corporate - General	2022	\$795.00	8.40	\$6,678.00
Chris Massie	Associate	Corporate - Debt Finance	2017	\$1,115.00	46.50	\$51,847.50
Tim Nolan	Associate	Corporate - Investment Funds	2017	\$1,170.00	1.10	\$1,287.00
Jimmy Ryan	Associate	Restructuring	2022	\$795.00	51.70	\$41,101.50
Yusuf Salloum	Associate	Restructuring	2018	\$1,170.00	211.50	\$247,455.00
Tricia Schwallier Collins	Associate	Restructuring	2015	\$1,235.00	4.30	\$5,310.50
Courtney Tibbetts	Associate	Environment - Transactional	2020	\$910.00	0.50	\$455.00
Andrew Townsell	Associate	Restructuring	2018	\$1,115.00	50.80	\$56,642.00
Mei Y. Wang	Associate	ECEB - Executive Compensation	2018	\$1,035.00	5.70	\$5,899.50
Elizabeth Williams	Associate	Corporate - Debt Finance	2019	\$1,035.00	73.10	\$75,658.50
Totals					1,415.00	\$1,584,131.50

Final Compensation by Project Category

Matter Number	Project Category Description	Total Hours	Total Fees
3	Chapter 11 Filing and First Day Pleadings	208.60	\$217,979.50
4	Adversary Proceedings and Contested Matters	0.00	\$0.00
5	Automatic Stay Matters	3.50	\$3,990.50
6	Business Operations	3.00	\$4,353.50
7	Case Administration	17.50	\$8,615.00
8	DIP, Cash Collateral, and Cash Management	298.40	\$347,836.00
9	Vendor, Supplier, Creditor, and Stakeholder Communications and Matters	24.10	\$27,633.50
10	Corporate and Governance Matters	60.40	\$68,232.50
11	Employee Matters	29.30	\$36,655.50
12	Executory Contracts and Unexpired Leases	0.00	\$0.00
13	Hearings	43.70	\$33,957.50
14	Insurance and Surety Matters	5.20	\$6,199.00
15	Disclosure Statement, Plan, Confirmation	719.20	\$742,202.00

Matter Number	Project Category Description	Total Hours	Total Fees
16	K&E Retention and Fee Matters	56.00	\$46,032.00
17	Non-K&E Retention and Fee Matters	62.10	\$58,898.00
18	Tax Matters	21.60	\$25,769.50
19	Utilities	0.60	\$837.00
20	U.S. Trustee Communications and Reporting	6.00	\$6,493.50
21	Expenses	-	\$23,983.33
Totals		1,559.20	\$1,659,667.83

Final Expense Summary

Expense	Vendor (if any)	Unit Cost (if applicable)	Amount
Third Party Telephone Charges			-
Standard Copies or Prints		\$0.10	\$330.10
Binding			\$0.70
Tabs/Indexes/Dividers			\$5.98
Color Copies or Prints			\$361.90
Scanned Images			\$0.90
Filing Fees			\$19,688.00
Outside Retrieval Service			\$1,151.00
Computer Database Research			\$1,857.00
Overtime Transportation			\$182.80
Overtime Meals - Attorney			\$157.76
Document Services Overtime			\$246.39
Computer Database Research - Soft			\$0.80
Total			\$23,983.33

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

In re:

CARESTREAM HEALTH, INC., *et al.*,¹

Reorganized Debtors.

)
) Chapter 11
)
) Case No. 22-11778 (JKS)
)
) (Jointly Administered)
) **Objection Deadline: November 28, 2022, at 4:00 p.m. ET**
Hearing Date: To be scheduled

**FIRST AND FINAL FEE APPLICATION OF KIRKLAND & ELLIS LLP
AND KIRKLAND & ELLIS INTERNATIONAL LLP, ATTORNEYS FOR
THE DEBTORS AND DEBTORS IN POSSESSION, FOR THE PERIOD
FROM AUGUST 23, 2022, THROUGH AND INCLUDING SEPTEMBER 28, 2022**

Kirkland & Ellis LLP and Kirkland & Ellis International LLP (together, “K&E”), attorneys for the above-captioned debtors and debtors in possession (collectively, the “Debtors,” and after the effective date of their chapter 11 plan, collectively, the “Reorganized Debtors”), hereby submits its final fee application (the “Fee Application”) for allowance of compensation for professional services provided in the amount of \$1,635,684.50 and reimbursement of actual and necessary expenses in the amount of \$23,983.33 that K&E incurred for the period from August 23, 2022, through September 28, 2022 (the “Fee Period”). In support of this Fee Application, K&E submits the declaration of Patrick J. Nash, Jr., the president of Patrick J. Nash, Jr., P.C., a partner of K&E (the “Nash Declaration”), which is attached hereto as **Exhibit A** and incorporated by reference. In further support of this Fee Application, K&E respectfully states as follows.

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized Debtor’s federal tax identification number, are: Carestream Health, Inc. (0334); Carestream Health Acquisition, LLC (0333); Carestream Health Canada Holdings, Inc. (7700); Carestream Health Holdings, Inc. (7822); Carestream Health International Holdings, Inc. (5771); Carestream Health International Management Company, Inc. (0532); Carestream Health Puerto Rico, LLC (8359); Carestream Health World Holdings, LLC (1662); and Lumisys Holding Co. (3232). The location of the Reorganized Debtors’ service address is: 150 Verona Street, Rochester, New York 14608.

Jurisdiction and Venue

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

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

3. The bases for the relief requested herein are sections 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2016-1 and 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Bankruptcy Rules”). The Reorganized Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Bankruptcy Rules, 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.

Background

4. On August 23, 2022 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On August 24, 2022, the Court entered an order [Docket No. 71] authorizing the joint administration and procedural consolidation of the Debtors’ chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

5. A description of the Debtors’ business, the reasons for commencing the chapter 11 cases, and the relief sought from the Court to allow for a smooth transition into chapter 11 are set forth in the *Declaration of Scott H. Rosa, Chief Financial Officer of Carestream Health, Inc., in*

Support of Chapter 11 Petitions and First Day Motions, filed on August 23, 2022 [Docket No. 16], incorporated herein by reference.

6. On September 28, 2022, the Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement For, and Confirming, the Joint Prepackaged Chapter 11 Plan of Reorganization of Carestream Health, Inc. and Its Debtor Affiliates, and (II) Granting Related Relief* [Docket No. 185] (the “Confirmation Order”), pursuant to which the Court approved and confirmed the *Amended Joint Prepackaged Chapter 11 Plan of Reorganization of Carestream Health, Inc. and Its Debtor Affiliates* [Docket No. 159] (as modified, amended, or supplemented from time to time, the “Plan”).² On September 30, 2022, the Reorganized Debtors filed the *Notice of (I) Entry of Order Approving the Debtors’ Disclosure Statement For, and Confirming, the Debtors’ Amended Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code and (II) Occurrence of Effective Date* [Docket No. 188].

Preliminary Statement

7. During the Fee Period, K&E represented the Debtors professionally and diligently, advising them on a variety of complex matters and issues, as a result of which the Debtors took action to maximize the value of their estates for the benefit of all parties in interest. With K&E’s advice and assistance, the Debtors successfully completed their chapter 11 restructuring and accomplished, among other things, the following:

- (a) secured approval of all “first day” motions allowing the Debtors to smoothly transition their operations into chapter 11;
- (b) obtained approval of \$80 million in debtor-in-possession financing;

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

- (c) further negotiated and built consensus with key stakeholders on the terms of the Plan, the Confirmation Order, and other key transaction documentation;
- (d) successfully obtained approval of the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Carestream Health, Inc., and Its Debtor Affiliates* [Docket No. 15] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) and confirmation of the prepackaged Plan less than six weeks after the Petition Date on a fully consensual basis; and
- (e) timely consummated the transactions contemplated by the Plan and emerged from chapter 11.

8. Because of the prepackaged nature of these chapter 11 cases, the Debtors did not seek entry of an interim compensation order, and K&E did not file any monthly fee statements or interim fee applications. Thus, K&E seeks approval in this Fee Application of all fees and expenses incurred during the Fee Period on a final basis.

Case Status Summary

9. The Debtors commenced these chapter 11 cases after extensive diligence and good-faith, arms’ length negotiations with their key stakeholders that led to agreement from certain holders of First Lien Claims and Second Lien Term Loan Claims and their equity sponsor on the terms of a comprehensive financial restructuring that (a) deleveraged the Debtors’ balance sheet by approximately \$470 million, (b) provided the Debtors with up to \$75 million of new equity capital to support go-forward operations, (c) provided for an \$85 million New ABL Facility to support the Debtors’ liquidity needs following emergence, and (d) unimpaired General Unsecured Claims to minimize uncertainty for customers, vendors, and employees. After completing solicitation, the Debtors filed these chapter 11 cases with unanimous support for the Plan by all voting classes.

10. On the Petition Date, the Debtors filed with the Court several “first day” motions (the “First Day Motions”) and other pleadings which were designed to facilitate the administration

of these chapter 11 cases and minimize disruption to the Debtors' operations. Additionally, the Debtors filed the Plan, the Disclosure Statement, and the *Debtors' Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Approving Related Dates, Deadlines, Notices, and Procedures, (III) Approving the Solicitation Procedures and Related Dates, Deadlines, and Notices, (IV) Approving the Rights Offering Procedures and Related Dates, Deadlines, and Notices, and (V) Conditionally Waiving the Requirements That (A) the U.S. Trustee Convene a Meeting of Creditors and (B) the Debtors File Schedules of Assets and Liabilities, Statements of Financial Affairs, and Rule 2015.3 Financial Reports* [Docket No. 20] (the "Scheduling Motion"). At the "first day" hearing on August 24, 2022, the Court granted the relief requested in all the First Day Motions and the Scheduling Motion. The Court further approved the *Debtors' Motion for Entry of an Order (I) Approving the Debtors' Entry into the Exit ABL Facility Commitment Documents, (II) Authorizing Payment of Fees and Expenses Thereunder, and (III) Granting Related Relief* [Docket No. 17] (the "Exit ABL Facility Motion") at the hearing on August 26, 2022.

11. The Court held a combined hearing on September 28, 2022 (the "Combined Hearing") to consider approval of the Debtors' Disclosure Statement and Plan. The Debtors, with the assistance of K&E, worked to resolve all outstanding issues with parties in interest, including the United States Trustee for the District of Delaware (the "U.S. Trustee"), the United States, insurance providers, and trade parties. Those efforts proved successful, and the Court entered the Confirmation Order following an uncontested Combined Hearing. Two days later, on September 30, 2022, the Plan became effective.

12. The successful outcome of these chapter 11 cases would not have been possible without the hard work, extensive negotiations, coordination, and strong leadership of all advisors

and stakeholders involved. As counsel for the Debtors, K&E was instrumental in building consensus toward the fully consensual Plan and swiftly consummating the restructuring transactions contemplated thereunder.

The Debtors' Retention of K&E

13. On October 7, 2022, the Court entered the *Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of August 23, 2022* [Docket No. 215] (the “Retention Order”), attached hereto as **Exhibit B** and incorporated by reference. The Retention Order authorizes the Debtors to compensate and reimburse K&E in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. The Retention Order also authorizes the Debtors to compensate K&E at K&E’s hourly rates charged for services of this type and to reimburse K&E for K&E’s actual and necessary out-of-pocket expenses incurred, subject to application to this Court. The particular terms of K&E’s engagement are detailed in the engagement letter by and between K&E and the Debtors, effective as of July 8, 2021, and attached hereto as **Exhibit C** (the “Engagement Letter”).

14. The Retention Order authorizes K&E to provide the following services consistent with and in furtherance of the services enumerated above:

- a. advising the Debtors with respect to their powers and duties as debtors-in-possession in the continued management and operation of their businesses and properties;
- b. preparing pleadings, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors’ estates and consistent with the services identified in the Retention Order;
- c. appearing before the Court and any appellate courts to represent the interests of the Debtors’ estates before those courts in connection with the services in the Retention Order; and

- d. performing all other legal services reasonably necessary or otherwise beneficial for the Debtors in connection with these chapter 11 cases.

Disinterestedness of K&E

15. To the best of the Debtors' knowledge and as disclosed in the *Declaration of Patrick J. Nash, Jr. in Support of the Debtors' Application for the Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of August 23, 2022* [Docket No. 123, Exhibit B] (the "K&E Declaration"), (a) K&E is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) K&E has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the K&E Declaration.

16. K&E may have in the past represented, may currently represent, and likely in the future will represent parties in interest in connection with matters unrelated to the Debtors in these chapter 11 cases. In the K&E Declaration, K&E disclosed its connections to parties in interest that it has been able to ascertain using its reasonable efforts.

17. K&E performed the services for which it is seeking compensation on behalf of the Debtors and their estates, and not on behalf of any committee, creditor, or other entity.

18. Except to the extent of the advance payments paid to K&E that K&E previously disclosed to this Court in the K&E Declaration, K&E has received no payment and no promises for payment from any source other than the Debtors for services provided or to be provided in any capacity whatsoever in connection with these chapter 11 cases.

19. Pursuant to Bankruptcy Rule 2016(b), K&E has not shared, nor has K&E agreed to share (a) any compensation it has received or may receive with another party or person other than

with the partners, counsel, and associates of K&E or (b) any compensation another person or party has received or may receive.

Fees and Expenses Incurred During Fee Period

A. Customary Billing Disclosures.

20. K&E's hourly rates are set at a level designed to compensate K&E fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. The hourly rates and corresponding rate structure utilized by K&E in these chapter 11 cases are equivalent to the hourly rates and corresponding rate structure used by K&E for other restructuring matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. The rates and rate structure reflect that such restructuring and other complex matters typically are national in scope and typically involve great complexity, high stakes, and severe time pressures. For the convenience of the Court and all parties in interest, attached hereto as **Exhibit D** is K&E's budget and staffing plan for this Fee Period and attached hereto as **Exhibit E** is a summary of blended hourly rates for timekeepers who billed to non-bankruptcy matters and blended hourly rates for timekeepers who billed to the Debtors during the Fee Period.

B. Fees Incurred During Fee Period.

21. In the ordinary course of K&E's practice, K&E maintains computerized records of the time expended to render the professional services required by the Debtors and their estates. For the convenience of the Court and all parties in interest, attached hereto as **Exhibit F** is a summary of fees incurred and hours expended during the Fee Period, setting forth the following information:

- the name of each attorney and paraprofessional for whose work on these chapter 11 cases compensation is sought;

- each attorney's year of bar admission and area of practice concentration;
- the aggregate time expended and fees billed by each attorney and each paraprofessional during the Fee Period;
- the hourly billing rate for each attorney and each paraprofessional at K&E's current billing rates;
- the hourly billing rate for each attorney and each paraprofessional as disclosed in the first interim application;
- the number of rate increases since the inception of the case; and
- a calculation of total compensation requested using the rates disclosed in the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of August 23, 2022* [Docket No. 123] (the "Retention Application").

C. Expenses Incurred During Fee Period.

22. In the ordinary course of K&E's practice, K&E maintains a record of expenses incurred in the rendition of the professional services required by the Debtors and their estates and for which reimbursement is sought. K&E currently charges \$0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Bankruptcy Rules, K&E charged no more than \$0.10 per page for standard duplication services in these chapter 11 cases. K&E does not charge its clients for incoming facsimile transmissions.

23. For the convenience of the Court and all parties in interest, attached hereto as **Exhibit G** is a summary for the Fee Period, setting forth the total amount of reimbursement sought with respect to each category of expenses for which K&E is seeking reimbursement.

Summary of Legal Services Rendered During the Fee Period

24. As discussed above, during the Fee Period, K&E provided extensive and important professional services to the Debtors in connection with these chapter 11 cases. These services

were often performed under severe time constraints and were necessary to address a multitude of critical issues both unique to these chapter 11 cases and typically faced by large corporate debtors in similar cases of this magnitude and complexity.

25. To provide a meaningful summary of K&E's services provided on behalf of the Debtors and their estates, K&E has established, in accordance with its internal billing procedures, certain subject matter categories (each, a "Matter Category") in connection with these chapter 11 cases. The following is a summary of the fees and hours billed for each Matter Category in the Fee Period:³

³ In certain instances, K&E may have billed the same amount of fees but different amount of hours to different Matter Categories. This difference is the result of different staffing of each such matter category.

Matter Number	Matter Category Description	Hours		Total Compensation	
		Budgeted	Billed	Budgeted	Billed
3	Chapter 11 Filing and First Day Pleadings	160 - 206	208.60	\$175,000 - \$225,000	\$217,979.50
4	Adversary Proceedings and Contested Matters	25 - 32	0.00	\$35,000 - \$45,000	\$0.00
5	Automatic Stay Matters	30 - 39	3.50	\$35,000 - \$45,000	\$3,990.50
6	Business Operations	165 - 212	3.00	\$175,000 - \$225,000	\$4,353.50
7	Case Administration	85 - 109	17.50	\$87,500 - \$115,000	\$8,615.00
8	DIP, Cash Collateral, and Cash Management	140 - 180	298.40	\$175,000 - \$225,000	\$347,836.00
9	Vendor, Supplier, Creditor, and Stakeholder Communications and Matters	100 - 129	24.10	\$105,000 - \$135,000	\$27,633.50
10	Corporate and Governance Matters	70 - 90	60.40	\$87,500 - \$115,000	\$68,232.50
11	Employee Matters	80 - 103	29.30	\$87,500 - \$115,000	\$36,655.50
12	Executory Contracts and Unexpired Leases	35 - 45	0.00	\$35,000 - \$45,000	\$0.00
13	Hearings	70 - 90	43.70	\$87,500 - \$115,000	\$33,957.50
14	Insurance and Surety Matters	30 - 39	5.20	\$35,000 - \$45,000	\$6,199.00
15	Disclosure Statement, Plan, Confirmation	355 - 456	719.20	\$420,000 - \$540,000	\$742,202.00
16	K&E Retention and Fee Matters	45 - 58	56.00	\$52,500 - \$70,000	\$46,032.00
17	Non-K&E Retention and Fee Matters	35 - 45	62.10	\$35,000 - \$45,000	\$58,898.00
18	Tax Matters	55 - 71	21.60	\$70,000 - \$90,000	\$25,769.50
19	Utilities	15 - 19	0.60	\$17,500 - \$25,000	\$837.00
20	U.S. Trustee Communications and Reporting	30 - 39	6.00	\$35,000 - \$45,000	\$6,493.50
21	Expenses	-	-	-	\$23,983.33
Totals		1,525 - 1,961	1,559.20	\$1,750,000 - \$2,265,000	\$1,659,667.83

26. The following is a summary, by Matter Category, of the most significant professional services provided by K&E during the Fee Period. This summary is organized in accordance with K&E's internal system of matter numbers. The detailed descriptions demonstrate that K&E was heavily involved in performing services for the Debtors on a daily basis, often including night and weekend work, to meet the needs of the Debtors' estates in these chapter 11 cases. A schedule setting forth a description of the Matter Categories utilized in this case, the

number of hours expended by K&E partners, associates and paraprofessionals by matter, and the aggregate fees associated with each matter is attached hereto as **Exhibit H**.

27. In addition, K&E's computerized records of time expended providing professional services to the Debtors and their estates are attached hereto as **Exhibit I**, and K&E's records of expenses incurred during the Fee Period in the rendition of professional services to the Debtors and their estates are attached as **Exhibit J**.

(a) Chapter 11 Filing and First Day Pleadings [Matter No. 3]

Total Fees: \$217,979.50
Total Hours: 208.60

28. This Matter Category includes time spent by K&E attorneys and paraprofessionals providing services relating to the filing of the Debtors' chapter 11 petitions and various "first day" pleadings and related notices during the initial days of these chapter 11 cases, including, without limitation, (a) reviewing and revising the Debtors' petitions and First Day Motions, proposed orders, affidavits and notices; and (b) preparing for the "first day" hearing, including drafting hearing notes and related materials and preparing potential witnesses in connection with certain of the First Day Motions.

29. Specifically, the Debtors filed several motions seeking orders authorizing the Debtors to pay various prepetition claims. Entry of these orders eased the strain on the Debtors' relationships with employees, vendors, customers, and taxing authorities as a consequence of the commencement of these chapter 11 cases. Among other things, these orders authorized the Debtors to (a) pay trade claimants in the ordinary course of business; (b) pay prepetition employee wages and benefits; (c) maintain cash management systems; (d) use prepetition bank accounts, checks and other business forms; (e) make tax payments to federal, local, and state taxing

authorities; (f) prohibit utility companies from discontinuing services; and (g) maintain prepetition insurance policies and enter into new insurance policies.

(b) Automatic Stay Matters [Matter No. 5]

Total Fees: \$3,990.50
Total Hours: 3.50

30. This Matter Category includes time spent by K&E attorneys and paraprofessionals providing services relating to the imposition of the automatic stay. Specifically, K&E attorneys and paraprofessionals spent time researching and advising the Debtors on the enforcement of the automatic stay and drafting letters and pleadings regarding the same.

(c) Business Operations [Matter No. 6]

Total Fees: \$4,353.50
Total Hours: 3.00

31. It is important that the Debtors and their advisors create and implement an all-encompassing and cohesive strategy for maintaining business operations with minimal disruptions during the course of the Debtors' chapter 11 cases. K&E attorneys and paraprofessionals spent time working with the Debtors to ensure a smooth transition into chapter 11 and to ensure that going forward the business operations continue without interruption.

(d) Case Administration [Matter No. 7]

Total Fees: \$8,615.00
Total Hours: 17.50

32. This Matter Category includes time spent on a variety of tasks that were necessary to ensure the efficient and smooth administration of legal services related to the Debtors' chapter 11 cases. Specifically, K&E attorneys and paraprofessionals spent time:

- (i) managing and administering these chapter 11 cases;
- (ii) organizing and maintaining document files for the cases;

- (iii) corresponding and conducting conferences internally and with the Debtors and their other advisors regarding the overall case status; and
- (iv) facilitating compliance with applicable requirements of the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, and orders or procedures issued by the Court.

(e) **DIP, Cash Collateral, and Cash Management [Matter No. 8]**

Total Fees: \$347,836.00

Total Hours: 298.40

33. K&E's efforts were critical in securing the consensual use of cash collateral and negotiating, documenting, and closing on an \$80 million debtor-in-possession term loan credit facility (the "DIP Facility") on favorable terms that provided the Debtors with the necessary liquidity to fund the Debtors' operations during these chapter 11 cases and the Debtors' post-emergence financing facilities. K&E attorneys and paraprofessionals spent time:

- (i) negotiating, drafting, and finalizing documentation and orders approving the use of cash collateral and entry into the DIP Facility, including various provisions addressing concerns of parties in interest in these chapter 11 cases;
- (ii) finalizing and seeking approval of the Debtors' entry into the Exit ABL Facility Commitment Documents (as defined in the Exit ABL Facility Motion); and
- (iii) analyzing, negotiating, and drafting documentation in connection with the Debtors' cash management arrangements and post-emergence liquidity.

(f) **Vendor, Supplier, Creditor, and Stakeholder Communications and Matters [Matter No. 9]**

Total Fees: \$27,633.50

Total Hours: 24.10

34. This Matter Category includes time spent by K&E attorneys and paraprofessionals advising the Debtors on vendor and supplier issues, including with respect to first day relief and postpetition business activities. Specifically, K&E attorneys and paraprofessionals spent time

responding to inquiries from the Debtors' vendors and stakeholders regarding case status and postpetition business activities, researching issues regarding the same, and drafting related communications materials.

(g) Corporate and Governance Matters [Matter No. 10]

Total Fees: \$68,232.50

Total Hours: 60.40

35. This Matter Category includes time spent by K&E attorneys and paraprofessionals advising the Debtors and their Board of Directors (the "Board") and senior management regarding corporate governance issues related to the Debtors' restructuring. Specifically, K&E attorneys and paraprofessionals spent time:

- (i) drafting, revising, and negotiating deal documentation associated with implementation of the Plan, including new organizational documents, new equity documents, and other general corporate documents; and
- (ii) analyzing and discussing corporate governance and related emergence issues with the Debtors, the Debtors' other professionals, and various stakeholders in these chapter 11 cases.

(h) Employee Matters [Matter No. 11]

Total Fees: \$36,655.50

Total Hours: 29.30

36. The Debtors and K&E believe that a successful reorganization depends on retaining the workforce, thereby ensuring continuity of the Debtors' business. As a result, this Matter Category includes time spent by K&E attorneys and paraprofessionals analyzing and addressing employee compensation issues and corresponding with the Debtors regarding employee inquiries and compensation.

(i) **Hearings [Matter No. 13]**

Total Fees: \$33,957.50

Total Hours: 43.70

37. This Matter Category includes time spent by K&E attorneys and paraprofessionals providing services related to preparing for and attending several hearings during the Fee Period (each a “Hearing” and, collectively, the “Hearings”), including preparing agendas, orders, and binders related to Hearings, settling orders before and after Hearings, and corresponding with various parties in preparation for, and after the Hearings and otherwise coordinating Hearing logistics. During the Fee Period, K&E attorneys and paraprofessionals spent considerable time preparing for and attending Hearings including:

- (i) the “first day” hearing on August 24, 2022;
- (ii) the hearing on the Exit ABL Facility Motion on August 26, 2022;
and
- (iii) the Combined Hearing on September 28, 2022.

(j) **Insurance and Surety Matters [Matter No. 14]**

Total Fees: \$6,199.00

Total Hours: 5.20

38. This Matter Category includes time spent by K&E attorneys and paraprofessionals providing services related to ensuring that the Debtors’ insurance policies were maintained during these chapter 11 cases and assisting the Debtors with setting up go-forward coverage. Specifically, K&E attorneys and paraprofessionals spent time:

- (i) reviewing and analyzing documents and issues related to the Debtors’ insurance coverage; and
- (ii) corresponding with various parties with respect to insurance matters.

(k) Disclosure Statement, Plan, Confirmation [Matter No. 15]

Total Fees: \$742,202.00

Total Hours: 719.20

39. This Matter Category includes time spent by K&E attorneys and paraprofessionals providing services related to developing the Disclosure Statement and the Plan, drafting and negotiating the Confirmation Order, preparing and revising the Plan Supplement and emergence-related documentation, obtaining confirmation of the Plan, and consummating the restructuring transactions contemplated thereunder. Specifically, K&E attorneys and paraprofessionals spent time:

- (i) researching and analyzing complex bankruptcy and corporate issues related to the Plan and the Disclosure Statement;
- (ii) drafting, negotiating, revising, compiling, and filing the Confirmation Order, the Plan, the Plan Supplement, and all related and amended filings;
- (iii) drafting, negotiating, revising, and compiling, all other emergence-related documentation;
- (iv) researching, drafting, negotiating, revising, and filing the memorandum of law in support of approval of the Disclosure Statement and confirmation of the Plan, the declarations in support of approval of the Disclosure Statement and confirmation of the Plan, and other documents related thereto;
- (v) engaging with stakeholders regarding their comments to the Plan, Disclosure Statement, Confirmation Order, and other documents;
- (vi) implementing the restructuring transactions contemplated under the Plan, including analyzing and discussing emergence-related issues and preparing applicable documents; and
- (vii) providing updates to the Debtors and their advisors regarding the foregoing activities.

(l) K&E Retention and Fee Matters [Matter No. 16]

Total Fees: \$46,032.00

Total Hours: 56.00

40. This Matter Category includes time spent by K&E attorneys and paraprofessionals providing services related to the retention of K&E as the Debtors' counsel. Specifically, K&E attorneys and paraprofessionals spent time:

- (i) preparing pleadings and a comprehensive conflict analysis necessary to obtain the order of the Court approving the employment of K&E to represent the Debtors;
- (ii) preparing a budget and staffing plan;
- (iii) drafting, revising, and filing K&E's retention application; and
- (iv) implementing internally established procedures which require the continuous analysis of potential new conflicts.

(m) Non-K&E Retention and Fee Matters [Matter No. 17]

Total Fees: \$58,898.00

Total Hours: 62.10

41. This Matter Category includes time spent by K&E attorneys and paraprofessionals providing services related to ensuring the retention of the Debtors' other professionals in these chapter 11 cases. Specifically, K&E attorneys and paraprofessionals spent time:

- (i) assisting the Debtors' other advisors in preparing their retention applications and seeking the related court approval, including Kurtzman Carson Consultants LLC [Docket Nos. 4, 128], Houlihan Lokey Capital, Inc. [Docket No. 126], AlixPartners, LLP [Docket No. 125], and Ernst & Young LLP [Docket No. 127];
- (ii) coordinating with the Debtors and their other advisors with respect to complying with the related disclosure requirements of applicable provisions of the Bankruptcy Code; and
- (iii) engaging with parties regarding their questions on the advisors' retention applications.

(n) **Tax Matters [Matter No. 18]**

Total Fees: \$25,769.50

Total Hours: 21.60

42. This Matter Category includes time spent by K&E attorneys and paraprofessionals conducting legal research, preparing correspondence and pleadings, and generally advising the Debtors on tax issues relating to or arising during the chapter 11 cases. During the Fee Period, K&E attorneys were responsible for researching and analyzing certain tax issues arising in connection with the Debtors' business operations, including the following:

- (i) drafting and developing the transaction steps and tax structure implemented through the Plan;
- (ii) analyzing tax issues related to implementation of the Plan; and
- (iii) corresponding with the Debtors and other stakeholders regarding the foregoing activities.

(o) **Utilities [Matter No. 19]**

Total Fees: \$837.00

Total Hours: 0.60

43. This Matter Category includes time spent by K&E attorneys and paraprofessionals providing services relating to utility issues arising in connection with filing these chapter 11 cases.

(p) **U.S. Trustee Communications and Reporting [Matter No. 20]**

Total Fees: \$6,493.50

Total Hours: 6.00

44. This Matter Category includes time spent by K&E attorneys and paraprofessionals corresponding with the U.S. Trustee with respect to comments, issues, and potential objections raised by the U.S. Trustee with respect to the Debtors' various motions and the Plan.

Actual and Necessary Expenses Incurred by K&E

45. As set forth in **Exhibit I** attached hereto, and as summarized in **Exhibit G** attached hereto, K&E has incurred a total of \$23,983.33 in expenses on behalf of the Debtors during the

Fee Period. These charges are intended to reimburse K&E's direct operating costs, which are not incorporated into the K&E hourly billing rates. K&E charges external copying and computer research at the provider's cost without markup. Only clients who actually use services of the types set forth in **Exhibit I** of this Fee Application are separately charged for such services. The effect of including such expenses as part of the hourly billing rates would impose that cost upon clients who do not require extensive photocopying and other facilities and services.

Reasonable and Necessary Services Provided by K&E

A. Reasonable and Necessary Fees Incurred in Providing Services to the Debtors.

46. The foregoing professional services provided by K&E on behalf of the Debtors during the Fee Period were reasonable, necessary, and appropriate to the administration of these chapter 11 cases and related matters.

47. Many of the services performed by partners and associates of K&E were provided by K&E's Restructuring Group. K&E has a prominent practice in this area and enjoys a national and international reputation for its expertise in financial reorganizations and restructurings of troubled companies, with over 175 attorneys focusing on this area of the law. The attorneys at K&E have represented either the debtor or the creditors' committee or have acted as special counsel in many large chapter 11 cases.

48. In addition, due to the facts and circumstances of these chapter 11 cases, attorneys from K&E's finance, corporate, and tax groups were heavily involved with K&E's representation of the Debtors. These practice groups also enjoy a national and international reputation for their expertise. Overall, K&E brings to these chapter 11 cases a particularly high level of skill and knowledge, which inured to the benefit of the Debtors and all stakeholders.

B. Reasonable and Necessary Expenses Incurred in Providing Services to the Debtors.

49. The time constraints imposed by the circumstances of these chapter 11 cases required K&E attorneys and other employees to devote substantial time during the evenings and on weekends to perform services on behalf of the Debtors. These services were essential to meet deadlines, respond to daily inquiries from various creditors and other parties in interest on a timely basis, and satisfy the demands of the Debtors' businesses and ensure the orderly administration of their estates. Consistent with firm policy, and as further disclosed in the Retention Application, K&E attorneys and other K&E employees who worked late in the evenings or on weekends were reimbursed for their reasonable meal and transportation costs. K&E's regular practice is not to include components for those charges in overhead when establishing billing rates, but rather to charge its clients for these and all other out-of-pocket disbursements incurred during the regular course of the rendition of legal services.

50. In addition, due to the location of the Debtors' businesses, co-counsel, creditors, and other parties in interest in relation to K&E's offices, frequent multi-party telephone conferences involving numerous parties were required. On many occasions, the exigencies and circumstances of these chapter 11 cases required overnight delivery of documents and other materials. The disbursements for such services are not included in K&E's overhead for the purpose of setting billing rates and K&E has made every effort to minimize its disbursements in these chapter 11 cases. The actual expenses incurred in providing professional services were necessary, reasonable, and justified under the circumstances to serve the needs of the Debtors in these chapter 11 cases.

51. Among other things, K&E makes sure that all overtime meals, travel meals, hotel rates, and airfares are reasonable and appropriate expenses for which to seek reimbursement. Specifically, K&E regularly reviews its bills to ensure that the Debtors are only billed for services

that were actual and necessary and, where appropriate, prorates expenses. In that regard, K&E will waive certain fees and reduce its expenses if necessary. In the Fee Period, K&E voluntarily reduced its fees by \$361.50 and expenses by \$313.60. Consequently, K&E does not seek payment of such fees or reimbursement of such expenses in the Fee Application.

K&E's Requested Compensation and Reimbursement Should be Allowed

52. Section 331 of the Bankruptcy Code provides for interim compensation of professionals and incorporates the substantive standards of section 330 of the Bankruptcy Code to govern the Court's award of such compensation. Section 330 of the Bankruptcy Code provides that a court may award a professional employed under section 327 of the Bankruptcy Code "reasonable compensation for actual necessary services rendered . . . and reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a)(1). Section 330 also sets forth the criteria for the award of such compensation and reimbursement:

In determining the amount of reasonable compensation to be awarded, the court should consider the nature, extent, and the value of such services, taking into account all relevant factors, including—

- (a) the time spent on such services;
- (b) the rates charged for such services;
- (c) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (d) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed; and
- (e) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3).

53. K&E respectfully submits that the services for which it seeks compensation in this Fee Application were, at the time rendered, necessary for and beneficial to the Debtors and their estates and were rendered to protect and preserve the Debtors' estates. K&E further believes that it performed the services for the Debtors economically, effectively, and efficiently, and the results obtained benefited not only the Debtors, but also the Debtors' estates and the Debtors' constituents. The Debtors and K&E expeditiously proceeded through these chapter 11 cases, obtaining confirmation of the Plan approximately five weeks after the Petition Date. K&E further submits that the compensation requested herein is reasonable in light of the nature, extent, and value of such services to the Debtors, their estates, and all parties in interest.

54. During the Fee Period, K&E's hourly billing rates for attorneys ranged from \$660 to \$1,845. The hourly rates and corresponding rate structure utilized by K&E in these chapter 11 cases are equivalent to the hourly rates and corresponding rate structure used by K&E for restructuring, workout, bankruptcy, insolvency, and comparable matters, and similar complex corporate, finance, and securities matters, whether in court or otherwise, regardless of whether a fee application is required. K&E strives to be efficient in the staffing of matters. These rates and the rate structure reflect that such matters are typically national in scope and involve great complexity, high stakes, and severe time pressures—all of which were present in these chapter 11 cases.

55. Moreover, K&E's hourly rates are set at a level designed to compensate K&E fairly for the work of its attorneys and paraprofessionals and to cover certain fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions and are consistent with the rates charged elsewhere.

56. In sum, K&E respectfully submits that the professional services provided by K&E on behalf of the Debtors and their estates during these chapter 11 cases were necessary and appropriate given the complexity of these chapter 11 cases, the time expended by K&E, the nature and extent of K&E's services provided, the value of K&E's services, and the cost of comparable services outside of bankruptcy, all of which are relevant factors set forth in section 330 of the Bankruptcy Code. Accordingly, K&E respectfully submits that approval of the compensation sought herein is warranted and should be approved.

57. No previous application for the relief sought herein has been made to this or any other Court.

Reservation of Rights and Notice

58. It is possible that some professional time expended or expenses incurred during the Fee Period are not reflected in the Fee Application. K&E reserves the right to include such amounts in future fee applications. In addition, the Debtors have provided notice of this Fee Application to: (a) the U.S. Trustee for the District of Delaware; (b) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the DIP Agent; (d) counsel to the First Lien Agent and the Second Lien Agent; (e) counsel to the Crossover Group; (f) the office of the attorney general for each of the states in which the Reorganized Debtors operate; (g) the United States Attorney's Office for the District of Delaware; (h) the Internal Revenue Service; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").

No Prior Request

59. No prior application for the relief requested herein has been made to this or any other court.

WHEREFORE, K&E respectfully requests that the Court enter an order (a) awarding K&E compensation for professional and paraprofessional services provided during the Fee Period in the amount of \$1,635,684.50, and reimbursement of actual, reasonable and necessary expenses incurred in the Fee Period in the amount of \$23,983.33; (b) authorizing and directing the Reorganized Debtors to remit payment to K&E for such fees and expenses; and (c) granting such other relief as is appropriate under the circumstances.

Dated: November 7, 2022

/s/ Patrick J. Nash, Jr., P.C.

Patrick J. Nash, Jr., P.C. (admitted *pro hac vice*)

Tricia Schwallier Collins (*pro hac vice* pending)

Yusuf U. Salloum (admitted *pro hac vice*)

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Co-Counsel for the Reorganized Debtors

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

In re:)	
)	Chapter 11
CARESTREAM HEALTH, INC., <i>et al.</i> , ¹)	
)	Case No. 22-10778 (JKS)
)	
Reorganized Debtors.)	(Jointly Administered)
)	Objection Deadline: November 28, 2022, at 4:00 p.m. ET
		Hearing Date: To be scheduled

NOTICE OF FILING OF FEE APPLICATION

PLEASE TAKE NOTICE that Kirkland & Ellis LLP and Kirkland & Ellis International LLP (together, “K&E”), attorneys for the above-captioned reorganized debtors (collectively, the “Reorganized Debtors”), filed its *First and Final Fee Application of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, Attorneys for the Debtors and Debtors in Possession, for the Period from August 23, 2022, Through and Including September 28, 2022* (the “Application”), seeking fees in the amount of \$1,635,684.50 and reimbursement of actual and necessary expenses in the amount of \$23,983.33 for the period from August 23, 2022 through September 28, 2022.

PLEASE TAKE FURTHER NOTICE that any objection or response to the Application must be made in writing and be filed with the United States Bankruptcy Court for the District of Delaware (the “Court”), 824 N. Market Street, Third Floor, Wilmington, Delaware 19801, **on or before November 28, 2022, at 4:00 p.m. prevailing Eastern Time.**

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized Debtor’s federal tax identification number, are: Carestream Health, Inc. (0334); Carestream Health Acquisition, LLC (0333); Carestream Health Canada Holdings, Inc. (7700); Carestream Health Holdings, Inc. (7822); Carestream Health International Holdings, Inc. (5771); Carestream Health International Management Company, Inc. (0532); Carestream Health Puerto Rico, LLC (8359); Carestream Health World Holdings, LLC (1662); and Lumisys Holding Co. (3232). The location of the Reorganized Debtors’ service address is: 150 Verona Street, Rochester, New York 14608.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection to this Application upon: (a) the Debtors, Carestream Health, Inc., 150 Verona Street, Rochester, New York 14608; (b) co-counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn.: Patrick J. Nash, Jr., P.C (patrick.nash@kirkland.com), Tricia Schwallier Collins (tricia.collins@kirkland.com), and Yusuf U. Salloum (yusuf.salloum@kirkland.com); and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Nicole L. Greenblatt, P.C. (nicole.greenblatt@kirkland.com) and Rachael M. Bentley (rachael.bentley@kirkland.com); (ii) co-counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn.: Laura Davis Jones, Esq. (ljones@pszjlaw.com), Timothy P. Cairns, Esq. (tcairns@pszjlaw.com), and Edward Corma, Esq. (ecorma@pszjlaw.com); (ii) counsel to JPMorgan Chase Bank, N.A., (a) Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Sandeep Qusba, Esq. (squsba@stblaw.com) and Jonathan Mitnick, Esq. (jonathan.mitnick@stblaw.com) and (b) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Adam G. Landis, Esq. (landis@lrclaw.com), Matthew B. McGuire, Esq. (mcguire@lrclaw.com), and Matthew R. Pierce, Esq. (pierce@lrclaw.com); (iii) counsel to the Credit Suisse AG, Cayman Island Branch, (a) Freshfields Bruckhaus Deringer US LLP, 601 Lexington Avenue, 31st Floor, New York, New York 10022, Attn: Mark F. Liscio, Esq. (mark.liscio@freshfields.com), Scott D. Talmadge, Esq. (scott.talmadge@freshfields.com), Samantha S. Braunstein, Esq. (samantha.braunstein@freshfields.com), Lacey Nemergut, Esq. (lacey.nemergut@freshfields.com), and Skyler Splinter, Esq. (skyler.splinter@freshfields.com) and (b) Potter Anderson & Corroon LLP, 1313 N. Market Street, 6th Floor, Wilmington Delaware 19801, Attn: Jeremy W. Ryan, Esq. (jryan@potteranderson.com), L. Katherine Good, Esq.

(kgood@potteranderson.com), Elizabeth R. Schlecker, Esq. (eschlecker@potteranderson.com); (iv) counsel to the Crossover Group, (a) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, New York 10036, Attn: Philip C. Dublin (pdublin@akingump.com), Naomi Moss (nmoss@akingump.com), and Gary A. Ritacco (gritacco@akingump.com) and (b) Troutman Pepper Hamilton Sanders LLP, Hercules Plaza, Suite 5100, 1313 N. Market Street, Wilmington, Delaware 19899, Attn: Evelyn J. Meltzer (evelyn.meltzer@troutman.com), Marcy J. McLaughlin Smith (marcy.smith@troutman.com), and Kenneth A. Listwak (ken.listwak@troutman.com); (v) the Office of The United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Janes M. Leamy, Esq. (jane.m.leafy@usdoj.gov); and (vi) counsel to any statutory committee appointed in these chapter 11 cases.

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.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE APPLICATION WILL BE HELD ON A DATE AND TIME TO BE SCHEDULED BEFORE THE HONORABLE J. KATE STICKLES, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, FIFTH FLOOR, COURT ROOM NO. 6, WILMINGTON, DELAWARE 19801.

Dated: November 7, 2022
Wilmington, Delaware

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Edward Corma (DE Bar No. 6718)
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-and-

Patrick J. Nash, Jr., P.C. (admitted *pro hac vice*)
Tricia Schwallier Collins (*pro hac vice* pending)
Yusuf U. Salloum (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
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-and-

Nicole L. Greenblatt, P.C. (admitted *pro hac vice*)
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Co-Counsel for the Reorganized Debtors

Exhibit A

Nash Declaration

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

In re:

CARESTREAM HEALTH, INC., *et al.*,¹

Reorganized Debtors.

)
) Chapter 11
)
) Case No. 22-10778 (JKS))
) (Jointly Administered))

**DECLARATION OF PATRICK J. NASH JR. IN SUPPORT OF THE
FIRST AND FINAL FEE APPLICATION OF KIRKLAND & ELLIS LLP
AND KIRKLAND & ELLIS INTERNATIONAL LLP, ATTORNEYS
FOR THE DEBTORS AND DEBTORS IN POSSESSION, FOR THE PERIOD
FROM AUGUST 23, 2022, THROUGH AND INCLUDING SEPTEMBER 28, 2022**

I, Patrick J. Nash Jr., being duly sworn, state the following under penalty of perjury:

1. I am the president of Patrick J. Nash, Jr., P.C., a partner in the law firm of Kirkland & Ellis LLP, located at 300 North LaSalle, Chicago, Illinois 60654, and a partner of Kirkland & Ellis International LLP (together with Kirkland & Ellis LLP, “K&E”).² I am one of the lead attorneys from K&E working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of Illinois, and I have been admitted to practice in Illinois. There are no disciplinary proceedings pending against me.

2. I have read the foregoing final fee application of K&E, attorneys for the Debtors, for the Fee Period (the “Fee Application”). To the best of my knowledge, information and belief,

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized Debtor’s federal tax identification number, are: Carestream Health, Inc. (0334); Carestream Health Acquisition, LLC (0333); Carestream Health Canada Holdings, Inc. (7700); Carestream Health Holdings, Inc. (7822); Carestream Health International Holdings, Inc. (5771); Carestream Health International Management Company, Inc. (0532); Carestream Health Puerto Rico, LLC (8359); Carestream Health World Holdings, LLC (1662); and Lumisys Holding Co. (3232). The location of the Reorganized Debtors’ service address is: 150 Verona Street, Rochester, New York 14608.

² Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Fee Application.

the statements contained in the Fee Application are true and correct. In addition, I believe that the Fee Application complies with Local Bankruptcy Rules 2016-1 and 2016-2.

3. In connection therewith, I hereby certify that:

- a) to the best of my knowledge, information, and belief, formed after reasonable inquiry, the fees and disbursements sought in the Fee Application are permissible under the relevant rules, court orders, and Bankruptcy Code provisions, except as specifically set forth herein;
- b) except to the extent disclosed in the Fee Application, the fees and disbursements sought in the Fee Application are billed at rates customarily employed by K&E and generally accepted by K&E's clients. In addition, none of the professionals seeking compensation varied their hourly rate based on the geographic location of the Debtors' case;
- c) K&E did not increase its hourly rates from those disclosed in the Retention Application during the Fee Period;
- d) in providing a reimbursable expense, K&E does not make a profit on that expense, whether the service is performed by K&E in-house or through a third party;
- e) in accordance with Rule 2016(a) of the Federal Rules of Bankruptcy Procedure and 11 U.S.C. § 504, no agreement or understanding exists between K&E and any other person for the sharing of compensation to be received in connection with the above cases except as authorized pursuant to the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules; and
- f) all services for which compensation is sought were professional services on behalf of the Debtors and not on behalf of any other person.

[Remainder of page intentionally left blank]

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

Dated: November 7, 2022

Respectfully submitted,

/s/ Patrick J. Nash, Jr.

Patrick J. Nash, Jr.
as President of Patrick J. Nash, Jr., P.C., as
Partner of Kirkland & Ellis LLP; and as Partner
of Kirkland & Ellis International LLP

Exhibit B

Retention Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

CARESTREAM HEALTH, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-10778 (JKS)
)
) (Jointly Administered)
)
) **Re: Docket No. 123**

**ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF KIRKLAND & ELLIS LLP AND
KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION EFFECTIVE AS OF AUGUST 23, 2022**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (the “Order”) authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective as of the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”); and the Court having reviewed the Application, the Declaration of Patrick J. Nash, Jr., the president of Patrick J. Nash, Jr., P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Nash Declaration”), and the declaration of Scott H. Rosa, the Chief Financial Officer of

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Carestream Health, Inc. (0334); Carestream Health Acquisition, LLC (0333); Carestream Health Canada Holdings, Inc. (7700); Carestream Health Holdings, Inc. (7822); Carestream Health International Holdings, Inc. (5771); Carestream Health International Management Company, Inc. (0532); Carestream Health Puerto Rico, LLC (8359); Carestream Health World Holdings, LLC (1662); and Lumisys Holding Co. (3232). The location of the Debtors’ service address is: 150 Verona Street, Rochester, New York 14608.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.



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Carestream Health, Inc. (the “Rosa Declaration”); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Nash Declaration that (a) Kirkland does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Application is granted to the extent set forth herein.
2. The Debtors are authorized to retain and employ Kirkland as their attorneys effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.
3. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Kirkland will render the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

4. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court.

Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the "Revised UST Guidelines"), both in connection with the Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

5. Notwithstanding anything in the Engagement Letter to the contrary, Kirkland shall apply any remaining amounts of its prepetition advance payment retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Kirkland. Kirkland is authorized without further order of the Court to reserve and apply amounts from the prepetition advance payment retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to Kirkland's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure

that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. Kirkland shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

9. The Debtors and Kirkland are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

10. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

11. To the extent the Application, the Nash Declaration, the Rosa Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: October 7th, 2022
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Patrick J. Nash, Jr., P.C.
To Call Writer Directly:
+1 312 862 2290
patrick.nash@kirkland.com

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Chicago, IL 60654
United States

+1 312 862 2000

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Facsimile:
+1 312 862 2200

July 8, 2021

Carestream Health, Inc.
150 Verona Street
Rochester, New York 14608
Attention: Julie M. Lewis

Re: Retention to Provide Legal Services

Dear Ms. Lewis:

We are very pleased that you have asked us to represent Carestream Health, Inc. and only those affiliates listed in an addendum or supplement to this letter (collectively, “Client”) in connection with a potential restructuring. Please note, the Firm’s representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

General Terms. This retention letter (this “Agreement”) sets forth the terms of Client’s retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP (collectively, the “Firm”)) to provide legal services and constitutes an agreement between the Firm and Client (the “Parties”). This Agreement (notwithstanding any guidelines for outside counsel that Client may provide to the Firm) sets forth the Parties’ entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the “Engagement”), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm’s billing rates from time to time in the ordinary course of the Firm’s representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client’s planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

Expenses. Expenses related to providing services shall be included in the Firm’s statements as disbursements advanced by the Firm on Client’s behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and

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miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. Client agrees to provide to the Firm an "advance payment retainer," as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of \$300,000. In addition, Client agrees to provide one or more additional advance payment retainers upon request by the Firm so that the amount of any advance payment retainers remains at or above the Firm's estimated fees and expenses. The Firm may apply the advance payment retainers to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any advance payment retainers are earned by the Firm upon receipt, any advance payment retainers become the property of the Firm upon receipt, Client no longer has a property interest in any advance payment retainers upon the Firm's receipt, any advance payment retainers will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any advance payment retainers; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any advance payment retainers held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any advance payment retainers exceed such fees, expenses, and costs. Client further understands and acknowledges that the use of advance payment retainers is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The fact that Client has provided the Firm with an advance payment retainer does not affect Client's right to terminate the client-lawyer relationship.

Please be advised that there is another type of retainer known as a "security retainer," as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client's funds would be held in the Firm's segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client's

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creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client's choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the advance payment retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client's termination of the Engagement, (b) the Firm's withdrawal, and (c) the substantial completion of the Firm's substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm's services are terminated for any reason, such termination shall be effective only to terminate the Firm's services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm's active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client's behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client's professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include our Firm's internal files including administrative materials, internal communications, and drafts. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a

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written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction")). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (a) carry out work for you; (b) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (c) comply with applicable laws and regulations; and (d) provide you with information relating to our Firm and its services.

Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which such other client may have retained the Firm or one of Client's adversaries may retain the Firm in a matter adverse to another entity or person.

In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (such representation an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger,

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acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

Client also agrees that it will not, for itself or any other entity or person, assert that either (i) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (ii) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any of Client's affiliates. Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, parent, subsidiary, affiliate, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

In addition, if a waiver of a conflict of interest necessary to allow the Firm to represent another client in a matter that is not substantially related to the Engagement is not effective for any reason, Client agrees that the Firm may withdraw from the Engagement. Should that occur, Client will not, for itself or any other entity or person, seek to preclude such termination of services or assert that either (a) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (b) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing such other client or acting on such adverse matter.

It is important that you review this letter carefully and consider all of the advantages and disadvantages of waiving certain conflicts of interests that would otherwise bar the Firm from representing parties with interests adverse to you during the time in which the Firm is representing you. You also understand that because this waiver includes future issues and future clients that are unknown and unknowable at this time, it is impossible to provide you with any more details about those prospective clients and matters. Thus, in choosing to execute this waiver, you have recognized the inherent uncertainty about the array of potential matters and clients the Firm might take on in matters that are adverse to you but have nonetheless decided it is in your interest to waive conflicts of interest regarding the Allowed Adverse Representations and waive rights to prohibit the Firm's potential withdrawal should a conflict waiver prove ineffectual.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, may be adverse to Client, or conduct commercial transactions with Client (each, a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While

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the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

Restructuring Cases. If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a

July 8, 2021

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Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

* * *

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Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

By: 

Printed Name: Patrick J. Nash, Jr., P.C.
Title: Partner

Agreed and accepted this 8th day of July, 2021

Carestream Health, Inc.

By: 

Name: Julie M. Lewis

Title: General Counsel & Corporate Secretary

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ADDENDUM: List of Client Affiliates

Carestream Health Holdings, Inc.
Carestream do Brasil Comércio e Serviços de Produtos Médicos Ltda
Carestream Health (Near East) Limited
Carestream Health (Near East) Limited - Dubai Branch
Carestream Health (Thailand) Company Limited
Carestream Health Acquisition, LLC
Carestream Health Australia Pty Limited
Carestream Health Canada Company
Carestream Health Canada Holdings, Inc.
Carestream Health Chile Ltda.
Carestream Health Colombia Ltda.
Carestream Health Deutschland Administration GmbH
Carestream Health Deutschland Holding GmbH
Carestream Health France SAS
Carestream Health Hellas M EPE
Carestream Health Hong Kong Holding Limited
Carestream Health Hong Kong Limited
Carestream Health India Private Limited
Carestream Health International Holdings, Inc.
Carestream Health International Management Company, Inc.
Carestream Health Italia S.r.l.
Carestream Health Japan Co., Ltd.
Carestream Health Ltd.
Carestream Health Malaysia Sdn. Bhd.
Carestream Health Netherlands B.V.
Carestream Health New Zealand Limited
Carestream Health Perú, S.A.C.
Carestream Health Poland Sp. z o.o.
Carestream Health Portugal - Comercio e Prestacao de Servicos Medicos, Unipessoal, Lda
Carestream Health Puerto Rico, LLC
Carestream Health Romania S.R.L.
Carestream Health SA
Carestream Health Saudi Arabia (a Limited Liability Company)
Carestream Health Singapore Pte. Ltd.
Carestream Health Spain, S.A.
Carestream Health Sweden AB
Carestream Health Tibbi Cihazlar Ticaret Limited Sirketi
Carestream Health UK, Limited
Carestream Health Venezuela, C.A.
Carestream Health World Holdings LLC
Carestream Health, Inc.
Carestream Holdings (Bermuda) Ltd.

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Cooperatieve Carestream Global Holdings U.A.

Health Products and Services B.V.

LLC Carestream Health

Lumisys Holding Co.

Medical Flow Solutions GmbH (formerly Carestream Health GmbH)

Medical Flow Solutions, S.A.

Rayco (Shanghai) Medical Products Company Limited

Rayco (Xiamen) Medical Products Company Limited

Rayco Asia Pacific Investment Management (Shanghai) Company Limited

Soluciones Medicas Comercial, S.A. de C.V.

Soluciones Medicas Exportacion, S de R.L. de C.V.

Soluciones Medicas Manufactura S.A. de C.V.

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ADDENDUM 2: Fee Chart

US Restructuring	
Staff level	2021 Rate Range (USD)
Senior Partner (+20 years)	1,220 - 1,745
Junior Partner (0-20 years)	1,155 - 1,695
Of Counsel	NA - NA
4th - 6th Yr Associates	995 - 1,125
1st - 3rd Yr Associates	625 - 875

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KIRKLAND & ELLIS LLP**CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES***Effective 01/01/2021*

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - RMB1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

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- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls or faxes made from K&E LLP's offices with the exception of third-party conference calls and videoconferences.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third party vendor messenger.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.

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- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$6.00 per month/per GB until the data is either returned to the client or properly disposed of.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

Exhibit C

Engagement Letter

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Patrick J. Nash, Jr., P.C.
To Call Writer Directly:
+1 312 862 2290
patrick.nash@kirkland.com

300 North LaSalle
Chicago, IL 60654
United States

+1 312 862 2000

www.kirkland.com

Facsimile:
+1 312 862 2200

July 8, 2021

Carestream Health, Inc.
150 Verona Street
Rochester, New York 14608
Attention: Julie M. Lewis

Re: Retention to Provide Legal Services

Dear Ms. Lewis:

We are very pleased that you have asked us to represent Carestream Health, Inc. and only those affiliates listed in an addendum or supplement to this letter (collectively, “Client”) in connection with a potential restructuring. Please note, the Firm’s representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

General Terms. This retention letter (this “Agreement”) sets forth the terms of Client’s retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP (collectively, the “Firm”)) to provide legal services and constitutes an agreement between the Firm and Client (the “Parties”). This Agreement (notwithstanding any guidelines for outside counsel that Client may provide to the Firm) sets forth the Parties’ entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the “Engagement”), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm’s billing rates from time to time in the ordinary course of the Firm’s representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client’s planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

Expenses. Expenses related to providing services shall be included in the Firm’s statements as disbursements advanced by the Firm on Client’s behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and

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miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. Client agrees to provide to the Firm an "advance payment retainer," as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of \$300,000. In addition, Client agrees to provide one or more additional advance payment retainers upon request by the Firm so that the amount of any advance payment retainers remains at or above the Firm's estimated fees and expenses. The Firm may apply the advance payment retainers to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any advance payment retainers are earned by the Firm upon receipt, any advance payment retainers become the property of the Firm upon receipt, Client no longer has a property interest in any advance payment retainers upon the Firm's receipt, any advance payment retainers will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any advance payment retainers; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any advance payment retainers held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any advance payment retainers exceed such fees, expenses, and costs. Client further understands and acknowledges that the use of advance payment retainers is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The fact that Client has provided the Firm with an advance payment retainer does not affect Client's right to terminate the client-lawyer relationship.

Please be advised that there is another type of retainer known as a "security retainer," as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client's funds would be held in the Firm's segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client's

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creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client's choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the advance payment retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client's termination of the Engagement, (b) the Firm's withdrawal, and (c) the substantial completion of the Firm's substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm's services are terminated for any reason, such termination shall be effective only to terminate the Firm's services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm's active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client's behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client's professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include our Firm's internal files including administrative materials, internal communications, and drafts. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a

July 8, 2021

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written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction")). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (a) carry out work for you; (b) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (c) comply with applicable laws and regulations; and (d) provide you with information relating to our Firm and its services.

Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which such other client may have retained the Firm or one of Client's adversaries may retain the Firm in a matter adverse to another entity or person.

In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (such representation an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger,

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acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

Client also agrees that it will not, for itself or any other entity or person, assert that either (i) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (ii) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any of Client's affiliates. Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, parent, subsidiary, affiliate, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

In addition, if a waiver of a conflict of interest necessary to allow the Firm to represent another client in a matter that is not substantially related to the Engagement is not effective for any reason, Client agrees that the Firm may withdraw from the Engagement. Should that occur, Client will not, for itself or any other entity or person, seek to preclude such termination of services or assert that either (a) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (b) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing such other client or acting on such adverse matter.

It is important that you review this letter carefully and consider all of the advantages and disadvantages of waiving certain conflicts of interests that would otherwise bar the Firm from representing parties with interests adverse to you during the time in which the Firm is representing you. You also understand that because this waiver includes future issues and future clients that are unknown and unknowable at this time, it is impossible to provide you with any more details about those prospective clients and matters. Thus, in choosing to execute this waiver, you have recognized the inherent uncertainty about the array of potential matters and clients the Firm might take on in matters that are adverse to you but have nonetheless decided it is in your interest to waive conflicts of interest regarding the Allowed Adverse Representations and waive rights to prohibit the Firm's potential withdrawal should a conflict waiver prove ineffectual.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, may be adverse to Client, or conduct commercial transactions with Client (each, a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While

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the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

Restructuring Cases. If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a

July 8, 2021

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Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

* * *

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Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

By: _____



Printed Name: Patrick J. Nash, Jr., P.C.

Title: Partner

Agreed and accepted this 8th day of July, 2021

Carestream Health, Inc.

By: _____



Name: Julie M. Lewis

Title: General Counsel & Corporate Secretary

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ADDENDUM: List of Client Affiliates

Carestream Health Holdings, Inc.
Carestream do Brasil Comércio e Serviços de Produtos Médicos Ltda
Carestream Health (Near East) Limited
Carestream Health (Near East) Limited - Dubai Branch
Carestream Health (Thailand) Company Limited
Carestream Health Acquisition, LLC
Carestream Health Australia Pty Limited
Carestream Health Canada Company
Carestream Health Canada Holdings, Inc.
Carestream Health Chile Ltda.
Carestream Health Colombia Ltda.
Carestream Health Deutschland Administration GmbH
Carestream Health Deutschland Holding GmbH
Carestream Health France SAS
Carestream Health Hellas M EPE
Carestream Health Hong Kong Holding Limited
Carestream Health Hong Kong Limited
Carestream Health India Private Limited
Carestream Health International Holdings, Inc.
Carestream Health International Management Company, Inc.
Carestream Health Italia S.r.l.
Carestream Health Japan Co., Ltd.
Carestream Health Ltd.
Carestream Health Malaysia Sdn. Bhd.
Carestream Health Netherlands B.V.
Carestream Health New Zealand Limited
Carestream Health Perú, S.A.C.
Carestream Health Poland Sp. z o.o.
Carestream Health Portugal - Comercio e Prestacao de Servicos Medicos, Unipessoal, Lda
Carestream Health Puerto Rico, LLC
Carestream Health Romania S.R.L.
Carestream Health SA
Carestream Health Saudi Arabia (a Limited Liability Company)
Carestream Health Singapore Pte. Ltd.
Carestream Health Spain, S.A.
Carestream Health Sweden AB
Carestream Health Tibbi Cihazlar Ticaret Limited Sirketi
Carestream Health UK, Limited
Carestream Health Venezuela, C.A.
Carestream Health World Holdings LLC
Carestream Health, Inc.
Carestream Holdings (Bermuda) Ltd.

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Cooperatieve Carestream Global Holdings U.A.

Health Products and Services B.V.

LLC Carestream Health

Lumisys Holding Co.

Medical Flow Solutions GmbH (formerly Carestream Health GmbH)

Medical Flow Solutions, S.A.

Rayco (Shanghai) Medical Products Company Limited

Rayco (Xiamen) Medical Products Company Limited

Rayco Asia Pacific Investment Management (Shanghai) Company Limited

Soluciones Medicas Comercial, S.A. de C.V.

Soluciones Medicas Exportacion, S de R.L. de C.V.

Soluciones Medicas Manufactura S.A. de C.V.

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ADDENDUM 2: Fee Chart

US Restructuring	
Staff level	2021 Rate Range (USD)
Senior Partner (+20 years)	1,220 - 1,745
Junior Partner (0-20 years)	1,155 - 1,695
Of Counsel	NA - NA
4th - 6th Yr Associates	995 - 1,125
1st - 3rd Yr Associates	625 - 875

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KIRKLAND & ELLIS LLP**CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES***Effective 01/01/2021*

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - RMB1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

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- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls or faxes made from K&E LLP's offices with the exception of third-party conference calls and videoconferences.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third party vendor messenger.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.

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- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$6.00 per month/per GB until the data is either returned to the client or properly disposed of.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

Exhibit D

Budget and Staffing Plan

Budget and Staffing Plan

(For Matter Categories for the Period Beginning on August 23, 2022, and Ending on October 22, 2022)

Budget

Matter Number	Project Category Description	Hours Budgeted	Total Compensation Budgeted
3	Chapter 11 Filing and First Day Pleadings	160 - 206	\$175,000 - \$225,000
4	Adversary Proceedings and Contested Matters	25 - 32	\$35,000 - \$45,000
5	Automatic Stay Matters	30 - 39	\$35,000 - \$45,000
6	Business Operations	165 - 212	\$175,000 - \$225,000
7	Case Administration	85 - 109	\$87,500 - \$115,000
8	DIP, Cash Collateral, and Cash Management	140 - 180	\$175,000 - \$225,000
9	Vendor, Supplier, Creditor, and Stakeholder Communications and Matters	100 - 129	\$105,000 - \$135,000
10	Corporate and Governance Matters	70 - 90	\$87,500 - \$115,000
11	Employee Matters	80 - 103	\$87,500 - \$115,000
12	Executory Contracts and Unexpired Leases	35 - 45	\$35,000 - \$45,000
13	Hearings	70 - 90	\$87,500 - \$115,000
14	Insurance and Surety Matters	30 - 39	\$35,000 - \$45,000
15	Disclosure Statement, Plan, Confirmation	355 - 456	\$420,000 - \$540,000
16	K&E Retention and Fee Matters	45 - 58	\$52,500 - \$70,000
17	Non-K&E Retention and Fee Matters	35 - 45	\$35,000 - \$45,000
18	Tax Matters	55 - 71	\$70,000 - \$90,000
19	Utilities	15 - 19	\$17,500 - \$25,000
20	U.S. Trustee Communications and Reporting	30 - 39	\$35,000 - \$45,000
21	Expenses	-	-
Totals		1,525 - 1,961	\$1,750,000 - \$2,265,000

Staffing Plan

Category of Timekeeper	Number of Timekeepers Expected to Work on the Matter Categories During the Budget Period	Average Hourly Rate¹
Partner	12	\$1,625
Counsel	-	-
Associate	21	\$1,060
Paralegal	3	\$378
Junior Paralegal	-	-
Total	36	\$1,154

¹ The Average Hourly Rate is a weighted average based on the individual hourly rate of, and projected number of hours worked by, each timekeeper over the course of the chapter 11 cases.

Exhibit E

Voluntary Rate Disclosures

- The blended hourly rate for all K&E domestic timekeepers (including both professionals and paraprofessionals) who billed to non-bankruptcy matters (collectively, the “Non-Bankruptcy Matters”)¹ during the 12-month period beginning on October 1, 2021 and ending on September 30, 2022 (the “Comparable Period”) was, in the aggregate, approximately **\$1,097.17** per hour (the “Non-Bankruptcy Blended Hourly Rate”).²
- The blended hourly rate for all K&E timekeepers (including both professionals and paraprofessionals) who billed to the Debtors during the Fee Period was approximately **\$1,049.05** per hour (the “Debtor Blended Hourly Rate”).³
- A detailed comparison of these rates is as follows:

Position at K&E	Debtor Blended Hourly Rate for This Fee Application	Non-Bankruptcy Blended Hourly Rate
Partner	\$1,551.13	\$1,542.48
Of Counsel	-	\$1,090.70
Associate	\$1,065.70	\$900.03
Contract Attorney	-	-
Visiting Attorney	-	\$613.95
Law Clerk	-	\$388.54
Paralegal	\$415.05	\$408.62
Junior Paralegal	\$295.00	\$260.50
Support Staff	\$323.44	\$407.54
Total	\$1,049.05	\$1,097.17

¹ It is the nature of K&E’s practice that certain non-bankruptcy engagements require the advice and counsel of professionals and paraprofessionals who work primarily within K&E’s Restructuring Group. Accordingly, “Non-Bankruptcy Matters” consist of matters for which K&E domestic timekeepers represented a client in a matter other than an in-court bankruptcy proceeding. Moreover, the Non-Bankruptcy Matters include time billed by K&E domestic timekeepers who work primarily within K&E’s Restructuring Group.

² K&E calculated the blended rate for Non-Bankruptcy Matters by dividing the *total dollar amount* billed by K&E domestic timekeepers to the Non-Bankruptcy Matters during the Comparable Period by the *total number of hours* billed by K&E domestic timekeepers to the Non-Bankruptcy Matters during the Comparable Period.

³ K&E calculated the blended rate for timekeepers who billed to the Debtors by dividing the *total dollar amount billed* by such timekeepers during the Fee Period by the *total number of hours billed* by such timekeepers during the Fee Period.

Exhibit F

Summary of Total Fees Incurred and Hours Billed During the Fee Period

Attorney Name	Position	Department	Date of Admission	Fees Billed In this Application	Hours Billed In this Application	Number of Rate Increases	Hourly Rate Billed		Fees Billed In this Application at First Interim Application Billing Rate
							In this Application	In the First Interim Application	
Bill Arnault	Partner	Litigation - General	2009	\$15,706.50	11.10	N/A	\$1,415.00	N/A	N/A
Thad W. Davis, P.C.	Partner	Taxation	2005	\$16,109.50	10.10	N/A	\$1,595.00	N/A	N/A
Thomas James Dobleman Jr.	Partner	Corporate - Debt Finance	2011	\$34,770.00	24.40	N/A	\$1,425.00	N/A	N/A
Nicole L. Greenblatt, P.C.	Partner	Restructuring	2003	\$31,734.00	17.20	N/A	\$1,845.00	N/A	N/A
Chad J. Husnick, P.C.	Partner	Restructuring	2004	\$1,107.00	0.60	N/A	\$1,845.00	N/A	N/A
Patrick J. Nash Jr., P.C.	Partner	Restructuring	1996	\$44,095.50	23.90	N/A	\$1,845.00	N/A	N/A
Scott D. Price, P.C.	Partner	ECEB - Executive Compensation	1998	\$18,849.00	10.30	N/A	\$1,830.00	N/A	N/A
Seth Traxler, P.C.	Partner	Technology & IP Transactions	1997	\$1,695.00	1.00	N/A	\$1,695.00	N/A	N/A
Matthew Antinossi	Partner	ECEB - Employee Benefits	1999	\$1,109.50	0.70	N/A	\$1,585.00	N/A	N/A
Ben A. Barnes	Partner	Litigation - General	2012	\$11,009.50	9.70	N/A	\$1,135.00	N/A	N/A
Anthony M. Del Rio	Partner	Corporate - M&A/Private Equity	2014	\$3,150.00	2.50	N/A	\$1,260.00	N/A	N/A
Bryan D. Flannery	Partner	Corporate - Capital Markets	2014	\$14,917.50	11.70	N/A	\$1,275.00	N/A	N/A
Susan D. Golden	Partner	Restructuring	1988	\$3,287.50	2.50	N/A	\$1,315.00	N/A	N/A
Erik Hepler	Partner	Corporate - Debt Finance	1990	\$3,900.00	2.40	N/A	\$1,625.00	N/A	N/A
Jonathan E. Kidwell	Partner	Environment - Transactional	2009	\$712.50	0.50	N/A	\$1,425.00	N/A	N/A
Nick Niles	Partner	Litigation - General	2011	\$4,462.50	3.50	N/A	\$1,275.00	N/A	N/A
Kimberly Perdue	Partner	Corporate - Debt Finance	2006	\$18,231.00	11.80	N/A	\$1,545.00	N/A	N/A
William T. Pruitt	Partner	Litigation - General	2004	\$2,612.50	1.90	N/A	\$1,375.00	N/A	N/A
Jennifer Sheehan	Partner	Real Estate	2009	\$3,600.00	2.50	N/A	\$1,440.00	N/A	N/A

			Date of	Fees Billed	Hours Billed	Number	Hourly Rate Billed		Fees Billed In this Application
Steve Toth	Partner	Corporate - M&A/Private Equity	2005	\$10,868.00	7.60	N/A	\$1,430.00	N/A	N/A
Dennis Williams	Partner	Corporate - M&A/Private Equity	2008	\$1,445.00	1.00	N/A	\$1,445.00	N/A	N/A
Allison M. Beattie	Associate	Corporate - M&A/Private Equity	2019	\$2,070.00	2.00	N/A	\$1,035.00	N/A	N/A
Layton Bell	Associate	Corporate - Debt Finance	2017	\$203,775.00	165.00	N/A	\$1,235.00	N/A	N/A
Rachael Marie Bentley	Associate	Restructuring	2017	\$40,755.00	33.00	N/A	\$1,235.00	N/A	N/A
Sarah Bernardo	Associate	Corporate - General		\$9,460.50	11.90	N/A	\$795.00	N/A	N/A
Jina Chung	Associate	Corporate - General	2021	\$41,817.00	52.60	N/A	\$795.00	N/A	N/A
Bernadette Coppola	Associate	Technology & IP Transactions	2013	\$5,681.00	4.60	N/A	\$1,235.00	N/A	N/A
Alessandra Corona Henriques	Associate	Corporate - Capital Markets	2021	\$7,553.00	8.30	N/A	\$910.00	N/A	N/A
Trevor Eck	Associate	Restructuring		\$10,098.00	15.30	N/A	\$660.00	N/A	N/A
Jordan Elkin	Associate	Restructuring	2020	\$14,800.50	14.30	N/A	\$1,035.00	N/A	N/A
Josh Epstein	Associate	Corporate - Debt Finance	2021	\$10,920.00	12.00	N/A	\$910.00	N/A	N/A
Whitney Greer	Associate	Corporate - Debt Finance	2021	\$15,939.00	15.40	N/A	\$1,035.00	N/A	N/A
Aseem Jha	Associate	Technology & IP Transactions	2021	\$5,642.00	6.20	N/A	\$910.00	N/A	N/A
Elizabeth Helen Jones	Associate	Restructuring	2018	\$44,712.00	43.20	N/A	\$1,035.00	N/A	N/A
Jennifer Karinen	Associate	Corporate - Capital Markets	2017	\$40,878.50	33.10	N/A	\$1,235.00	N/A	N/A
Katherine Karnosh	Associate	Taxation	2021	\$10,332.00	12.30	N/A	\$840.00	N/A	N/A
Cara Katrinak	Associate	Restructuring	2021	\$111,883.50	108.10	N/A	\$1,035.00	N/A	N/A
Tom Kotlowski	Associate	ECEB - Executive Compensation	2020	\$10,920.00	12.00	N/A	\$910.00	N/A	N/A
Weston Boone Kowert	Associate	Corporate - Debt Finance	2018	\$66,454.00	59.60	N/A	\$1,115.00	N/A	N/A
Nick Krislov	Associate	Restructuring	2018	\$92,768.00	83.20	N/A	\$1,115.00	N/A	N/A
Jose Elaine Lugo	Associate	Restructuring	2019	\$58,035.00	73.00	N/A	\$795.00	N/A	N/A
Zach R. Manning	Associate	Restructuring	2018	\$43,931.00	39.40	N/A	\$1,115.00	N/A	N/A

			Date of	Fees Billed	Hours Billed	Number	Hourly Rate Billed		Fees Billed In this Application
Andrew Marshall	Associate	Corporate - General	2022	\$6,678.00	8.40	N/A	\$795.00	N/A	N/A
Chris Massie	Associate	Corporate - Debt Finance	2017	\$51,847.50	46.50	N/A	\$1,115.00	N/A	N/A
Tim Nolan	Associate	Corporate - Investment Funds	2017	\$1,287.00	1.10	N/A	\$1,170.00	N/A	N/A
Jimmy Ryan	Associate	Restructuring	2022	\$41,101.50	51.70	N/A	\$795.00	N/A	N/A
Yusuf Salloum	Associate	Restructuring	2018	\$247,455.00	211.50	N/A	\$1,170.00	N/A	N/A
Tricia Schwallier Collins	Associate	Restructuring	2015	\$5,310.50	4.30	N/A	\$1,235.00	N/A	N/A
Courtney Tibbetts	Associate	Environment - Transactional	2020	\$455.00	0.50	N/A	\$910.00	N/A	N/A
Andrew Townsell	Associate	Restructuring	2018	\$56,642.00	50.80	N/A	\$1,115.00	N/A	N/A
Mei Y. Wang	Associate	ECEB - Executive Compensation	2018	\$5,899.50	5.70	N/A	\$1,035.00	N/A	N/A
Elizabeth Williams	Associate	Corporate - Debt Finance	2019	\$75,658.50	73.10	N/A	\$1,035.00	N/A	N/A
Total for Attorneys				\$1,584,131.50	1,415.00				

Paraprofessional Name	Position	Department	Date of Admission	Fees Billed In this Application	Hours Billed In this Application	Number of Rate Increases	Hourly Rate Billed		Fees Billed In this Application at First Interim Application Billing Rate
							In this Application	In the First Interim Application	
Amy Donahue	Paralegal	Restructuring	N/A	\$283.50	0.70	N/A	\$405.00	N/A	N/A
Julia R. Foster	Paralegal	Restructuring	N/A	\$19,278.00	47.60	N/A	\$405.00	N/A	N/A
Rob Jannusch	Paralegal	Corporate - M&A/Private Equity	N/A	\$1,134.00	2.80	N/A	\$405.00	N/A	N/A
David P. Liebowitz	Paralegal	Real Estate	N/A	\$1,344.00	2.80	N/A	\$480.00	N/A	N/A
Luis E. Moreau	Paralegal	Technology & IP Transactions	N/A	\$3,645.00	9.00	N/A	\$405.00	N/A	N/A
Henry Rosas	Paralegal	Corporate - Debt Finance	N/A	\$3,120.00	6.50	N/A	\$480.00	N/A	N/A
Owen Dwyer	Junior Paralegal	Corporate - Capital Markets	N/A	\$1,593.00	5.40	N/A	\$295.00	N/A	N/A
Anna Makowski	Junior Paralegal	Corporate - Capital Markets	N/A	\$1,032.50	3.50	N/A	\$295.00	N/A	N/A
Joshua Robles	Junior Paralegal	Corporate - Debt Finance	N/A	\$4,631.50	15.70	N/A	\$295.00	N/A	N/A
Lydia Yale	Junior Paralegal	Restructuring	N/A	\$1,976.50	6.70	N/A	\$295.00	N/A	N/A
Tanzila Zomo	Junior Paralegal	Restructuring	N/A	\$5,752.50	19.50	N/A	\$295.00	N/A	N/A
Michael Y. Chan	Support Staff	Conflicts Analysis	N/A	\$2,640.00	8.00	N/A	\$330.00	N/A	N/A
Marta Dudyan	Support Staff	Conflicts Analysis	N/A	\$3,847.50	13.50	N/A	\$285.00	N/A	N/A
Bryan Musick	Support Staff	Corporate - M&A/Private Equity	N/A	\$1,275.00	2.50	N/A	\$510.00	N/A	N/A
Total for Paraprofessionals				\$51,553.00	144.20				
Grand Total				\$1,635,684.50	1,559.20				

Exhibit G

Summary of Actual and Necessary Expenses for the Fee Period

Summary of Actual and Necessary Expenses for the Fee Period

Expense	Vendor (if any)	Unit Cost (if applicable)	Amount
Third Party Telephone Charges			-
Standard Copies or Prints		\$0.10	\$330.10
Binding			\$0.70
Tabs/Indexes/Dividers			\$5.98
Color Copies or Prints			\$361.90
Scanned Images			\$0.90
Filing Fees			\$19,688.00
Outside Retrieval Service			\$1,151.00
Computer Database Research			\$1,857.00
Overtime Transportation			\$182.80
Overtime Meals - Attorney			\$157.76
Document Services Overtime			\$246.39
Computer Database Research - Soft			\$0.80
Total			\$23,983.33

Exhibit H

Summary of Fees and Expenses by Matter for the Fee Period

Matter Number	Project Category Description	Hours		Total Compensation		Expenses	Total
		Budgeted	Billed	Budgeted	Billed		
3	Chapter 11 Filing and First Day Pleadings	160 - 206	208.60	\$175,000 - \$225,000	\$217,979.50	-	\$217,979.50
4	Adversary Proceedings and Contested Matters	25 - 32	0.00	\$35,000 - \$45,000	\$0.00	-	\$0.00
5	Automatic Stay Matters	30 - 39	3.50	\$35,000 - \$45,000	\$3,990.50	-	\$3,990.50
6	Business Operations	165 - 212	3.00	\$175,000 - \$225,000	\$4,353.50	-	\$4,353.50
7	Case Administration	85 - 109	17.50	\$87,500 - \$115,000	\$8,615.00	-	\$8,615.00
8	DIP, Cash Collateral, and Cash Management	140 - 180	298.40	\$175,000 - \$225,000	\$347,836.00	-	\$347,836.00
9	Vendor, Supplier, Creditor, and Stakeholder Communications and Matters	100 - 129	24.10	\$105,000 - \$135,000	\$27,633.50	-	\$27,633.50
10	Corporate and Governance Matters	70 - 90	60.40	\$87,500 - \$115,000	\$68,232.50	-	\$68,232.50
11	Employee Matters	80 - 103	29.30	\$87,500 - \$115,000	\$36,655.50	-	\$36,655.50
12	Executory Contracts and Unexpired Leases	35 - 45	0.00	\$35,000 - \$45,000	\$0.00	-	\$0.00
13	Hearings	70 - 90	43.70	\$87,500 - \$115,000	\$33,957.50	-	\$33,957.50
14	Insurance and Surety Matters	30 - 39	5.20	\$35,000 - \$45,000	\$6,199.00	-	\$6,199.00
15	Disclosure Statement, Plan, Confirmation	355 - 456	719.20	\$420,000 - \$540,000	\$742,202.00	-	\$742,202.00
16	K&E Retention and Fee Matters	45 - 58	56.00	\$52,500 - \$70,000	\$46,032.00	-	\$46,032.00
17	Non-K&E Retention and Fee Matters	35 - 45	62.10	\$35,000 - \$45,000	\$58,898.00	-	\$58,898.00
18	Tax Matters	55 - 71	21.60	\$70,000 - \$90,000	\$25,769.50	-	\$25,769.50
19	Utilities	15 - 19	0.60	\$17,500 - \$25,000	\$837.00	-	\$837.00
20	U.S. Trustee Communications and Reporting	30 - 39	6.00	\$35,000 - \$45,000	\$6,493.50	-	\$6,493.50
21	Expenses	-	-	-	-	\$23,983.33	\$23,983.33
Totals		1,525 - 1,961	1,559.20	\$1,750,000 - \$2,265,000	\$1,635,684.50	\$23,983.33	\$1,659,667.83

Exhibit I

Detailed Description of Services Provided

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140564

Client Matter: 14486-3

In the Matter of Chapter 11 Filing and First Day Pleading

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 217,979.50

Total legal services rendered

\$ 217,979.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Chapter 11 Filing and First Day Pleading

Invoice Number: 1010140564
 Matter Number: 14486-3

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bill Arnault	7.30	1,415.00	10,329.50
Ben A. Barnes	5.10	1,135.00	5,788.50
Rachael Marie Bentley	17.20	1,235.00	21,242.00
Jordan Elkin	8.80	1,035.00	9,108.00
Julia R. Foster	13.30	405.00	5,386.50
Nicole L. Greenblatt, P.C.	3.00	1,845.00	5,535.00
Elizabeth Helen Jones	8.70	1,035.00	9,004.50
Cara Katrinak	19.50	1,035.00	20,182.50
Jose Elaine Lugo	13.30	795.00	10,573.50
Zach R. Manning	16.20	1,115.00	18,063.00
Patrick J. Nash Jr., P.C.	13.30	1,845.00	24,538.50
Jimmy Ryan	12.40	795.00	9,858.00
Yusuf Salloum	21.10	1,170.00	24,687.00
Andrew Townsell	35.50	1,115.00	39,582.50
Lydia Yale	5.60	295.00	1,652.00
Tanzila Zomo	8.30	295.00	2,448.50
TOTALS	208.60		\$ 217,979.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Chapter 11 Filing and First Day Pleading

Invoice Number: 1010140564
 Matter Number: 14486-3

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/23/22	Bill Arnault	3.10	Participate in preparation session with A. Turnbull for first day hearing (.6); participate in preparation session with S. Rosa for first day hearing (.6); prepare for preparation sessions and revise direct examinations (1.9).
08/23/22	Ben A. Barnes	1.80	Prepare for and participate in telephone conferences with client, HL, K&E team re first day preparation and DIP (1.2); review and revise pro hac motion (.2); prepare for direct examination of A. Turnbull (.4).
08/23/22	Rachael Marie Bentley	9.00	Telephone conferences and correspond with working group re petitions and first day pleadings (2.0); review, revise first day pleadings and petitions for filing (3.8); research re same (3.2).
08/23/22	Rachael Marie Bentley	6.40	Telephone conference with Pachulski team and K&E team re hearing preparation (.5); draft and revise first day hearing presentation and talking points (3.5); review, revise agenda, witness and exhibit list (1.0); analyze docket re same (.2); telephone conferences and correspond with K&E team re hearing registration and logistics (.5); telephone conference with advisor re engagement (.2); correspond with Company re same (.1); correspond with local counsel re notices (.2); review, revise same (.2).
08/23/22	Jordan Elkin	4.30	Revise first day declaration (1.2); correspond with K&E team re same (.2); prepare same for filing (.2); prepare talking points re scheduling motion (.9); review, analyze precedent re same (.3); correspond with K&E team re same (.1); telephone conference with K&E team re filing coordination (1.4).
08/23/22	Julia R. Foster	7.80	Assist with chapter 11 filing (4.0); prepare final motions (3.8).
08/23/22	Julia R. Foster	2.90	Prepare materials for first day hearing (.8); prepare revised orders (.4); revise first day hearing agenda (.7); review and revise first day hearing witness-exhibit list (.8); prepare same for filing (.2).
08/23/22	Nicole L. Greenblatt, P.C.	0.50	Correspond with K&E team re filing matters.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Chapter 11 Filing and First Day Pleading

Invoice Number: 1010140564
 Matter Number: 14486-3

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/23/22	Elizabeth Helen Jones	0.40	Telephone conference with Pachulski team re first day hearing.
08/23/22	Cara Katrinak	11.70	Participate in chapter 11 filing, first day motion coordination (4.0); revise first day motions re same (4.0); telephone conferences with A. Townsell, K&E team re same (1.0); draft talking points re wages motion (2.1); review same (.6).
08/23/22	Jose Elaine Lugo	5.00	Research re cash management motion (.1); correspond with E. Jones re same; (.2); revise cash management motion (.6); prepare first day motions for filing (3.6); revise first day motion talking points (.3); correspond with A. Townsell re cash management motion (.1); compile same (.1).
08/23/22	Jose Elaine Lugo	2.00	Telephone conference with A. Townsell re first day orders (.1); review, revise first day orders (.9); compile same (.8); correspond with J. Ryan re same (.2).
08/23/22	Zach R. Manning	13.60	Telephone conferences and correspond with K&E team re chapter 11 filing (3.4); review, analyze and comment on related materials and issues (4.0); prepare hearing presentation (3.6); correspond with K&E team re same (.4); review, analyze related materials (2.2).
08/23/22	Patrick J. Nash Jr., P.C.	6.20	Prepare for first day hearing (4.0); review pleadings and presentation materials re same (2.2).
08/23/22	Jimmy Ryan	11.70	Correspond with A. Townsell, K&E team re first day motions (.9); telephone conference with A. Townsell and K&E team re same (.7); review, revise first day pleadings (4.0); finalize same for filing (3.8); review, revise first day presentation (1.7); draft talking points for first day hearing (.6).
08/23/22	Yusuf Salloum	11.60	Review, revise first day pleadings (3.8); finalize same (2.4); prepare for first day hearing (3.6); conference with K&E team re same (1.8).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Chapter 11 Filing and First Day Pleading

Invoice Number: 1010140564
 Matter Number: 14486-3

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/23/22	Andrew Townsell	18.30	Telephone conferences, correspond with Alix, K&E team re first day motions (1.1); review, revise same (3.9); analyze issues re same (2.2); prepare for filing (2.8); participate in filing (2.2); prepare for first day hearing (2.9); analyze issues re same (1.3); telephone conference with K&E team re work in process, next steps (.4); same with C. Katrinak, K&E team re first day orders (1.0); same with PSZJ re first day hearing preparations (.5).
08/23/22	Lydia Yale	4.50	Prepare orders re first day pleadings for revisions.
08/23/22	Lydia Yale	1.10	Correspond with R. Holzer and Y. Salloum re first day hearing.
08/23/22	Tanzila Zomo	4.00	Assist with chapter 11 filing.
08/23/22	Tanzila Zomo	0.80	Prepare for chapter 11 filing.
08/23/22	Tanzila Zomo	3.50	Prepare materials for first day hearing.
08/24/22	Bill Arnault	4.20	Participate in first day hearing (3.0); prepare for same by reviewing direct outline and key filings (1.2).
08/24/22	Ben A. Barnes	3.30	Prepare for and attend first day hearing.
08/24/22	Rachael Marie Bentley	1.80	Prepare for first day hearing (1.0); draft and revise notices (.3); telephone conferences and correspond with working group re same (.5).
08/24/22	Jordan Elkin	4.50	Prepare first day hearing talking points (1.3); attend first day hearing (2.5); revise first day orders, notices re same (.7).
08/24/22	Julia R. Foster	2.60	Coordinate hearing lines re August 24, 2022 hearing (.3); correspond with J. Lewis re same (.2); research precedent re Delaware hearing transcripts re disclosure statement scheduling motions (.4); prepare materials for August 24, 2022 hearing (1.7).
08/24/22	Nicole L. Greenblatt, P.C.	2.00	First day hearing and related conferences and correspondence.
08/24/22	Elizabeth Helen Jones	8.30	Prepare for first day hearing (2.2); draft talking points for first day hearing (2.8); attend and participate in first day hearing (3.3).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Chapter 11 Filing and First Day Pleading

Invoice Number: 1010140564
 Matter Number: 14486-3

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/24/22	Cara Katrinak	6.30	Attend first day hearing (2.5); revise wages order re line item caps (.8); telephone conferences with A. Townsell re same (.3); correspond with Alix team re same (.2); review, analyze payment chart re same (.5); revise first day orders (1.7); coordinate with Pachulski team re submitting same to chambers for entry (.3).
08/24/22	Jose Elaine Lugo	4.70	Prepare for first day hearing (3.8); research precedent re same (.9).
08/24/22	Zach R. Manning	2.60	Prepare for first day hearing, next steps.
08/24/22	Patrick J. Nash Jr., P.C.	6.80	Continue preparation for first day hearing (3.3); participate in first day hearing (2.8); work on next steps post first day hearing (.7).
08/24/22	Yusuf Salloum	7.30	Prepare for first day hearing (3.8); review, revise first day orders (1.8); coordinate with KCC re service (1.7).
08/24/22	Andrew Townsell	10.90	Prepare for first day hearing (4.0); analyze issues re same (1.8); participate in first day hearing (2.8); telephone conference with Alix, Company re same (.5); prepare first day orders (.8); revise same (.7); correspond with K&E team, PSZJ re same (.3).
08/25/22	Nicole L. Greenblatt, P.C.	0.50	Review correspondence and direct inbounds to working group.
08/25/22	Patrick J. Nash Jr., P.C.	0.30	Telephone conference with CEO D. Westgate re first day hearing (.2); correspond with equity holder A. Cobourn re first day hearing (.1).
08/25/22	Jimmy Ryan	0.10	Correspond with A. Townsell, K&E team re first day motions.
08/25/22	Andrew Townsell	1.50	Review, revise notice of entry of first day orders (1.1); correspond with PSZJ re same (.4).
09/02/22	Andrew Townsell	0.80	Correspond with Alix, Company re creditor matrix issues (.6); analyze same (.2).
09/16/22	Jose Elaine Lugo	1.00	Correspond with A. Townsell re final first day motion approval (.1); research, analyze precedent re same (.7); draft chart re same (.2).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Chapter 11 Filing and First Day Pleading

Invoice Number: 1010140564
 Matter Number: 14486-3

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/18/22	Jose Elaine Lugo	0.60	Correspond with A. Townsell re final first day relief research (.1); correspond with J. Ryan re same (.1); review docket re same (.1); compile precedent re same (.1) summarize same (.2).
09/18/22	Jimmy Ryan	0.60	Correspond with A. Townsell, K&E team re first day pleading final relief research (.3); research re same (.3).
09/18/22	Yusuf Salloum	1.60	Research re final first day orders.
09/19/22	Yusuf Salloum	0.60	Coordinate with K&E team re preparation of final first day orders.
09/21/22	Andrew Townsell	2.50	Review, revise first day orders (1.4); correspond with Akin re same (.5); telephone conference with Pachulski re same (.3); review materials re same (.3).
09/22/22	Cara Katrinak	1.50	Review, revise CNOs, COCs re final first day orders (1.3); correspond with A. Townsell re same (.2).
09/22/22	Andrew Townsell	1.50	Review, revise COCs and CNOs re first day orders (.6); analyze issues re same (.4); telephone conference, correspond with C. Katrinak, Y. Salloum re same (.5).
Total		208.60	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140565

Client Matter: 14486-5

In the Matter of Automatic Stay Matters

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 3,990.50

Total legal services rendered

\$ 3,990.50

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Automatic Stay Matters

Invoice Number: 1010140565
Matter Number: 14486-5

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael Marie Bentley	3.10	1,235.00	3,828.50
Julia R. Foster	0.40	405.00	162.00
TOTALS	3.50		\$ 3,990.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Automatic Stay Matters

Invoice Number: 1010140565
 Matter Number: 14486-5

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/31/22	Julia R. Foster	0.40	Research precedent re automatic stay violation letters.
09/06/22	Rachael Marie Bentley	0.60	Correspond with working group re violation of the automatic stay (.2); analyze issues re same (.4).
09/07/22	Rachael Marie Bentley	0.20	Correspond with Company re automatic stay and ordinary course of business considerations.
09/14/22	Rachael Marie Bentley	2.30	Review, analyze issues re motion to enforce automatic stay (.7); correspond with local counsel re same (.1); correspond with K&E team re same (.3); telephone conference with Company re same (.5); review, analyze vendor correspondence re same (.1); draft and revise correspondence re same (.4); review, analyze orders re same (.2).
Total		3.50	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140566

Client Matter: 14486-6

In the Matter of Business Operations

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 4,353.50

Total legal services rendered

\$ 4,353.50

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Business Operations

Invoice Number: 1010140566
Matter Number: 14486-6

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael Marie Bentley	0.10	1,235.00	123.50
Elizabeth Helen Jones	0.80	1,035.00	828.00
Patrick J. Nash Jr., P.C.	1.40	1,845.00	2,583.00
Yusuf Salloum	0.70	1,170.00	819.00
TOTALS	3.00		\$ 4,353.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Business Operations

Invoice Number: 1010140566
 Matter Number: 14486-6

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/25/22	Patrick J. Nash Jr., P.C.	0.10	Correspond with vendor re nature of case.
08/27/22	Patrick J. Nash Jr., P.C.	0.10	Correspond with D. Westgate re business performance.
08/29/22	Rachael Marie Bentley	0.10	Correspond with Company re trade counterparty and continued performance.
09/08/22	Yusuf Salloum	0.70	Draft correspondence to customer re chapter 11 proceedings.
09/12/22	Patrick J. Nash Jr., P.C.	0.20	Correspond with R. Mauceri, counsel to Malinckrodt chapter 11 trust re potential preference claim against Carestream.
09/17/22	Patrick J. Nash Jr., P.C.	0.30	Review proposed director offer letter (.2); draft correspondence to P. Dublin re director offer letter (.1).
09/18/22	Patrick J. Nash Jr., P.C.	0.10	Review correspondence from G. Ritacco re director offer letters.
09/27/22	Patrick J. Nash Jr., P.C.	0.50	Telephone conference with J. Lewis re board resolutions (.2); review board resolutions (.2); review J. Lewis correspondence to board members re resolutions (.1).
09/28/22	Elizabeth Helen Jones	0.80	Correspond with Company, counsel to Bank of America re credit card obligations.
09/28/22	Patrick J. Nash Jr., P.C.	0.10	Correspond with P. Wang re claim.
Total		3.00	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140567

Client Matter: 14486-7

In the Matter of Case Administration

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 8,615.00

Total legal services rendered

\$ 8,615.00

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Case Administration

Invoice Number: 1010140567
Matter Number: 14486-7

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael Marie Bentley	0.30	1,235.00	370.50
Trevor Eck	0.10	660.00	66.00
Julia R. Foster	2.20	405.00	891.00
Nick Krislov	0.50	1,115.00	557.50
Jose Elaine Lugo	4.00	795.00	3,180.00
Jimmy Ryan	0.40	795.00	318.00
Tricia Schwallier Collins	0.30	1,235.00	370.50
Tanzila Zomo	9.70	295.00	2,861.50
TOTALS	17.50		\$ 8,615.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Case Administration

Invoice Number: 1010140567
 Matter Number: 14486-7

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/23/22	Nick Krislov	0.50	Telephone conference and correspond with K&E team re ongoing workstreams.
08/23/22	Jose Elaine Lugo	0.50	Telephone conference with J. Ryan and K&E team re next steps.
08/23/22	Tricia Schwallier Collins	0.10	Correspond with Alix, K&E team re parties in interest.
08/23/22	Tanzila Zomo	1.00	Compile docket report.
08/24/22	Rachael Marie Bentley	0.30	Telephone conferences and correspond with KCC re service.
08/24/22	Tanzila Zomo	0.40	Draft docket report.
08/24/22	Tanzila Zomo	1.00	Draft and update docket report.
08/25/22	Jose Elaine Lugo	1.10	Correspond with Y. Salloum, K&E team re billing memorandum (.7); revise same (.4).
08/25/22	Tricia Schwallier Collins	0.20	Correspond with KCC re case website.
08/25/22	Tanzila Zomo	0.80	Create docket report.
08/26/22	Tanzila Zomo	0.70	Compile and circulate recently filed pleadings to K&E team.
08/29/22	Jose Elaine Lugo	1.20	Correspond with Y. Salloum re billing memorandum (.1); draft same (1.1).
08/29/22	Tanzila Zomo	0.60	Compile and circulate recently filed pleadings to K&E team.
08/30/22	Julia R. Foster	0.30	Correspond with T. Zomo re docket updates.
08/30/22	Jose Elaine Lugo	1.20	Correspond with Y. Salloum re billing memorandum (.1); revise same (.8); telephone conference with J. Ryan and K&E team re same (.2); correspond with S. Bernardo re matter numbers (.1).
08/30/22	Tanzila Zomo	0.20	Compile and circulate recently filed pleadings to K&E team.
08/31/22	Jimmy Ryan	0.40	Telephone conference with Y. Salloum, K&E team re case status and next steps.
08/31/22	Tanzila Zomo	0.20	Compile and circulate recently filed pleadings to K&E team.
09/01/22	Tanzila Zomo	0.60	Compile and organize docket pleadings (.5); compile and circulate recently filed pleadings (.1).
09/02/22	Julia R. Foster	0.60	Prepare affidavit of publications for filing (.2); correspond with Pachulski re same (.4).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Case Administration

Invoice Number: 1010140567
 Matter Number: 14486-7

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/02/22	Tanzila Zomo	0.30	Compile and circulate recently filed pleadings to K&E team.
09/06/22	Tanzila Zomo	0.20	Compile and circulate recently filed pleadings to K&E team.
09/08/22	Julia R. Foster	0.20	Compile filed pleadings materials for Y. Salloum.
09/08/22	Tanzila Zomo	0.10	Compile and circulate recently filed pleadings to K&E team.
09/09/22	Tanzila Zomo	0.20	Compile and circulate recently filed pleadings to K&E team.
09/12/22	Tanzila Zomo	0.20	Compile and circulate recently filed pleadings to K&E team.
09/13/22	Tanzila Zomo	0.10	Compile and circulate recently filed pleadings to K&E team.
09/15/22	Julia R. Foster	0.30	Correspond with T. Zomo re docket update.
09/15/22	Tanzila Zomo	0.60	Compile and circulate recently filed pleadings.
09/16/22	Tanzila Zomo	0.20	Compile and circulate recently filed pleadings to K&E team.
09/19/22	Julia R. Foster	0.80	Review and revise final orders.
09/19/22	Tanzila Zomo	0.10	Compile and circulate recently filed pleadings to K&E team.
09/20/22	Trevor Eck	0.10	Telephone conference with Y. Salloum re case status.
09/21/22	Tanzila Zomo	0.10	Compile and circulate recently filed pleadings to K&E team.
09/22/22	Tanzila Zomo	0.80	Compile and circulate recently filed pleadings to K&E team.
09/23/22	Tanzila Zomo	0.30	Compile and circulate recently filed pleadings to K&E team.
09/26/22	Tanzila Zomo	0.50	Compile and circulate recently filed pleadings to K&E team.
09/27/22	Tanzila Zomo	0.20	Compile and circulate recently filed pleadings to K&E team.
09/28/22	Tanzila Zomo	0.30	Compile and circulate recently filed pleadings to K&E team.
Total		17.50	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140568

Client Matter: 14486-8

In the Matter of DIP, Cash Collateral, & Cash Management

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 347,836.00

Total legal services rendered

\$ 347,836.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 DIP, Cash Collateral, & Cash Management

Invoice Number: 1010140568
 Matter Number: 14486-8

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Matthew Antinossi	0.70	1,585.00	1,109.50
Allison M. Beattie	2.00	1,035.00	2,070.00
Layton Bell	129.40	1,235.00	159,809.00
Rachael Marie Bentley	3.60	1,235.00	4,446.00
Jina Chung	13.90	795.00	11,050.50
Bernadette Coppola	3.10	1,235.00	3,828.50
Anthony M. Del Rio	2.50	1,260.00	3,150.00
Thomas James Dobleman Jr.	17.80	1,425.00	25,365.00
Amy Donahue	0.30	405.00	121.50
Josh Epstein	9.80	910.00	8,918.00
Julia R. Foster	0.50	405.00	202.50
Nicole L. Greenblatt, P.C.	1.50	1,845.00	2,767.50
Whitney Greer	6.60	1,035.00	6,831.00
Aseem Jha	2.10	910.00	1,911.00
Elizabeth Helen Jones	20.40	1,035.00	21,114.00
Cara Katrinak	4.00	1,035.00	4,140.00
Jonathan E. Kidwell	0.50	1,425.00	712.50
Weston Boone Kowert	21.50	1,115.00	23,972.50
Jose Elaine Lugo	1.90	795.00	1,510.50
Chris Massie	26.80	1,115.00	29,882.00
Bryan Musick	2.50	510.00	1,275.00
Patrick J. Nash Jr., P.C.	2.10	1,845.00	3,874.50
Nick Niles	2.50	1,275.00	3,187.50
Kimberly Perdue	4.70	1,545.00	7,261.50
Joshua Robles	0.50	295.00	147.50
Henry Rosas	1.50	480.00	720.00
Yusuf Salloum	8.90	1,170.00	10,413.00
Courtney Tibbetts	0.50	910.00	455.00
Seth Traxler, P.C.	1.00	1,695.00	1,695.00
Dennis Williams	1.00	1,445.00	1,445.00
Elizabeth Williams	4.30	1,035.00	4,450.50
TOTALS	298.40		\$ 347,836.00

Legal Services for the Period Ending September 28, 2022
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Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/23/22	Layton Bell	3.80	Finalize fund flow (1.9); telephone conference with advisors (1.1); update checklist (.8).
08/23/22	Rachael Marie Bentley	0.70	Telephone conference with working group re DIP declaration and preparations re same.
08/23/22	Rachael Marie Bentley	0.50	Telephone conferences and correspond with working group re exit motion.
08/23/22	Thomas James Dobleman Jr.	1.00	Telephone conference with K&E team re exit closing checklist and deliverables (.6); review borrowing notice and funds flow (.2); correspond with K&E team re same (.2).
08/23/22	Josh Epstein	1.10	Revise DIP secretary's certificate (.4); correspond with K&E team, STB and Akin re same (.2); compile DIP secretary's certificate (.3); correspond with STB and Akin re same and DIP closing certificate (.2).
08/23/22	Josh Epstein	0.80	Telephone conference with K&E team re internal financing checklist (.3); correspond with Akin and Houlihan Lokey teams re funds flow (.2); telephone conference with K&E team re funds flow for borrowing request (.1); correspond with K&E team re latest draft of ABL schedules (.2).
08/23/22	Whitney Greer	0.20	Circulate updated borrowing notice (.1); telephone conference with K&E team, advisors re DIP funds flow (.1).
08/23/22	Elizabeth Helen Jones	4.40	Correspond with Houlihan Lokey, Alix in preparation for hearing on DIP motion (.4); prepare for first day hearing on DIP motion, cash management motion (2.1); review, respond to U.S. Trustee's questions on DIP order (.9); correspond with Akin, STB, K&E teams re same (.4); revise order requesting to seal certain DIP terms (.3); correspond with STB, K&E team re terms of DIP order (.3).
08/23/22	Elizabeth Helen Jones	5.80	Revise DIP motion, DIP declaration and interim DIP order (3.9); revise motion to seal certain DIP terms (1.9).
08/23/22	Cara Katrinak	2.50	Draft talking points re exit ABL motions (1.7); review same (.8).

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/23/22	Weston Boone Kowert	2.40	Review, revise closing checklist for exit ABL (.8); coordinate drafting correspondences to foreign counsels for foreign release documents and collateral (.5); review, revise resolutions for ABL exit facility (1.1).
08/23/22	Jose Elaine Lugo	1.70	Revise motion to redact re DIP (.5); revise notice of filing motion re redaction (.3); correspond with E. Jones re same (.2); revise DIP sealing order (.7).
08/23/22	Kimberly Perdue	0.80	Review funds flow to be attached to DIP borrowing request and correspond with K&E team re same.
08/23/22	Kimberly Perdue	1.30	Coordinate and assist with signature pages and final changes to closing certificates and commitment papers in connection with filing and closing of DIP credit agreement.
08/23/22	Kimberly Perdue	0.80	Summarize next steps re exit financing documentation (.5); correspond with K&E team re same (.3).
08/24/22	Layton Bell	2.50	Finalize documentation for funding (1.1); finalize funds flow (.9); telephone conference with advisors re same (.5).
08/24/22	Rachael Marie Bentley	1.50	Telephone conferences and correspond with working group, U.S. Trustee re exit motion, proposed order (1.0); review, revise proposed exit order (.5).
08/24/22	Rachael Marie Bentley	0.50	Telephone conference with Freshfields re ABL roll election and mechanics re same.
08/24/22	Thomas James Dobleman Jr.	0.50	Review funds flow (.3); correspond with K&E team re same (.2).
08/24/22	Josh Epstein	1.50	Correspond with W. Kowert re subsidiaries value chart (.3); circulate subsidiaries value chart to W. Kowert (.2); correspond with T. Dobleman and W. Kowert re interim DIP and exit ABL closing set for Company (.4); compile closing set for interim DIP closing and exit ABL and circulate to Company (.5); circulate executed interim DIP order and ABL term sheet to Company (.1).
08/24/22	Whitney Greer	0.20	Circulate updated borrowing notice.

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08/24/22	Elizabeth Helen Jones	1.40	Revise interim DIP order (.4); correspond with parties re sign-off re same (.2); revise certificate of counsel (.3); prepare interim DIP order for filing (.2); prepare cash management order for filing (.3).
08/24/22	Cara Katrinak	0.80	Revise exit ABL sealing order (.3); review DIP sealing order re same (.2); telephone conference with Y. Salloum, A. Townsell re same (.3).
08/24/22	Weston Boone Kowert	4.70	Draft, review correspondence to foreign counsel re security and release documentation (.8); review, analyze foreign subsidiary value and exceptions under existing credit facility (2.1); draft proposed subsidiary lists for Company review (1.2); compile closing sets of DIP documentation (.3); review commitment letter (.3).
08/24/22	Kimberly Perdue	1.30	Review exit term sheets and prepetition documentation to confirm scope of guarantee exclusions (.8); summarize same (.5).
08/25/22	Layton Bell	3.80	Update ABL credit agreement to be used as exit credit agreement.
08/25/22	Thomas James Dobleman Jr.	0.10	Review, revise cash collateral agreement.
08/25/22	Amy Donahue	0.30	Update index list for exit ABL pleadings.
08/25/22	Josh Epstein	0.10	Correspond with K&E team re execution of cash collateral agreement.
08/25/22	Josh Epstein	2.00	Correspond with W. Kowert re ABL schedules (.1); coordinate ABL schedules review (.1); telephone conference with W. Kowert re ABL schedules (.2); review, revise ABL schedules (.2); correspond with Company re ABL schedules (.1); correspond with STB team re list of open KYC requests (.1); correspond with K&E team re foreign guarantors to include on ABL schedules (.2); revise ABL IP schedules (.2); correspond with STB and Akin re same (.6); correspond with Company re KYC requests from Goldman Sachs (.1); correspond with Freshfields re KYC information (.1).
08/25/22	Whitney Greer	1.50	Correspond with foreign counsel re necessary release documentation for foreign guarantors (1.0); review, revise ABL checklist re same (.5).

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/25/22	Elizabeth Helen Jones	0.80	Correspond with Freshfields and Company re cash collateralized letters of credit (.3); review, revise notice of final DIP hearing and final DIP sealing motion hearing (.5).
08/25/22	Weston Boone Kowert	3.20	Draft, review and revise exit ABL pledge and security agreement (2.3); review foreign jurisdictions for guaranty and security laws (.5); draft, review and revise resolutions for exit ABL (.4).
08/25/22	Patrick J. Nash Jr., P.C.	0.80	Review revised exit ABL commitment fee order (.3); review revised form of order approving entry into exit ABL facility commitment (.2); correspond with GC J. Lewis re continued exit commitment hearing (.1); prepare for hearing on exit ABL commitment motion (.2).
08/25/22	Kimberly Perdue	0.50	Correspond with Company and K&E team re preparation of schedules to exit credit agreements.
08/26/22	Layton Bell	1.00	Revise draft ABL credit agreement.
08/26/22	Thomas James Dobleman Jr.	1.40	Telephone conference with Company re exit financing (.1); correspond with K&E team re exit financing closing deliverables and foreign guarantees (.2); review and revise exit ABL credit agreement (1.1).
08/26/22	Josh Epstein	1.00	Draft and circulate signature page to cash collateral agreement to Company for execution (.4); circulate cash collateral signature page to Freshfields in escrow (.1); correspond with Company re compiled and executed cash collateral agreement (.2); review updated checklists and provide comments to W. Greer (.3).
08/26/22	Whitney Greer	1.50	Revise exit ABL checklist (1.0); revise exit term loan checklist (.5).
08/26/22	Elizabeth Helen Jones	0.20	Correspond with Alix, STB re DIP matters.
08/26/22	Cara Katrinak	0.70	Telephone conference with Y. Salloum re motion to seal exit ABL motion (.2); revise same (.5).
08/26/22	Patrick J. Nash Jr., P.C.	1.00	Review correspondence from S. Qusba re resolution with U.S. Trustee re sealing motion (.1); prepare statement to be read into record re sealing motion (.2); prepare for hearing re exit ABL commitment (.7).

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/26/22	Yusuf Salloum	6.20	Prepare for continued hearing re exit ABL approval motion (3.8); review, revise materials re same (2.4).
08/27/22	Layton Bell	0.50	Correspond with local counsel re collateral release.
08/29/22	Layton Bell	0.40	Coordinate execution of cash collateral agreement.
08/29/22	Rachael Marie Bentley	0.20	Correspond with working group re DIP budget.
08/29/22	Thomas James Dobleman Jr.	0.40	Correspond with Company re exit financing and lender telephone conferences (.2); review, revise ABL credit agreement (.2).
08/29/22	Josh Epstein	1.70	Correspond with K. Perdue re final DIP deliverables (.2); review final DIP closing checklist (.1); correspond with K&E team re date of entrance into final DIP order (.1); circulate final DIP order to debt team (.3); correspond with E. Jones and L. Bell re execution of cash collateral agreement (.2); correspond with K. Perdue re payoff letters (.1); draft final DIP closing certificate and borrowing notice (.5); correspond with K&E team re foreign guarantor list (.1); circulate executed cash collateral agreement to Company (.1).
08/29/22	Elizabeth Helen Jones	0.30	Correspond with R. Bentley, Alix re DIP budget matters (.2); correspond with K&E team, L. Bell re cash collateralization agreements (.1).
08/29/22	Patrick J. Nash Jr., P.C.	0.30	Review status of exit ABL negotiation and documentation.
08/30/22	Layton Bell	3.50	Revise draft credit agreement (2.4); review ancillary documents (1.1).
08/30/22	Rachael Marie Bentley	0.20	Review, analyze DIP order (.1); correspond with N. Greenblatt re same (.1).
08/30/22	Thomas James Dobleman Jr.	0.50	Review and revise ABL exit credit agreement.
08/30/22	Nicole L. Greenblatt, P.C.	1.00	Conference and correspond with team re DIP related issues (.3); related conferences with STB (.4); draft related correspondence (.3).
08/31/22	Layton Bell	4.20	Telephone conference with Akin re credit agreement (.5); revise same (3.0); review ancillary documents (.7).

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/31/22	Thomas James Dobleman Jr.	0.30	Telephone conference with K&E team re exit financing.
08/31/22	Josh Epstein	1.10	Telephone conference with K&E team re exit financing (.3); correspond with STB and Freshfields re status of KYC (.4); correspond with Company, STB and E. Williams re comments to schedules (.4).
08/31/22	Nicole L. Greenblatt, P.C.	0.50	Review and analyze updates on financing related issues.
09/01/22	Layton Bell	2.60	Review, analyze credit agreement drafts.
09/01/22	Josh Epstein	0.50	Review, analyze ABL schedules (.4); correspond with STB re same (.1).
09/01/22	Whitney Greer	1.40	Review, analyze documentation re exit term loan and ABL checklists (.7); review, analyze potential formats for payoff release letter (.3); correspond with K&E team re same (.4).
09/01/22	Joshua Robles	0.50	Review, analyze UCC-1's (.4); correspond with E. Williams re same (.1).
09/01/22	Yusuf Salloum	2.10	Review, revise ABL roll election form and cover note.
09/02/22	Layton Bell	2.80	Review, analyze ancillary credit documents.
09/02/22	Thomas James Dobleman Jr.	0.10	Correspond re DIP reporting.
09/02/22	Thomas James Dobleman Jr.	0.10	Correspond re loan payoff and lien releases.
09/04/22	Thomas James Dobleman Jr.	0.20	Review, analyze payoff letter.
09/04/22	Yusuf Salloum	0.40	Correspond with K&E team re credit documents.
09/06/22	Layton Bell	6.10	Review, analyze drafts of term loan credit agreement (2.9); review, analyze ABL credit agreement (2.5); review ancillary documents (.7).
09/06/22	Elizabeth Helen Jones	0.30	Telephone conference with Akin re letters of credit (.1); telephone conference with Alix re same (.2).
09/07/22	Allison M. Beattie	2.00	Review and analyze credit agreement for healthcare regulatory issues.
09/07/22	Layton Bell	7.00	Telephone conference with K&E team re closing checklist (.5); revise term loan credit agreement (3.3); review, analyze ABL credit agreement (3.2).

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09/07/22	Elizabeth Helen Jones	1.10	Telephone conference and correspond with Akin, Freshfields re letters of credit (.8); telephone conference with Alix, Company re same (.3).
09/07/22	Chris Massie	2.50	Draft term loan (1.4); draft basket chart (1.0); correspond with L. Bell re same (.1).
09/07/22	Dennis Williams	0.50	Analyze healthcare questions re credit agreement.
09/08/22	Matthew Antinossi	0.50	Review exit loan agreement (.3); correspond with K&E team re same (.2).
09/08/22	Layton Bell	6.30	Review, analyze ABL credit agreement (2.9) draft issues list re same (2.9), review, analyze ancillary documents (.5).
09/08/22	Anthony M. Del Rio	0.80	Telephone conference with K&E team re credit agreement (.3); review and comment on credit agreement (.5).
09/08/22	Thomas James Dobleman Jr.	0.80	Review, revise ABL credit agreement (.7); correspond with K&E team re same (.1).
09/08/22	Whitney Greer	0.10	Correspond with K&E team re specialist review of credit agreements.
09/08/22	Aseem Jha	1.00	Review, revise credit agreement.
09/08/22	Elizabeth Helen Jones	0.70	Correspond with Freshfields, Company re letters of credit issues.
09/09/22	Layton Bell	6.70	Review, revise term loan credit agreement (3.1); review and revise ABL credit (3.6).
09/09/22	Anthony M. Del Rio	1.70	Review and comment on credit agreement.
09/09/22	Thomas James Dobleman Jr.	1.50	Review, revise term loan credit agreement (.7); review, revise ABL credit agreement (.8).
09/09/22	Whitney Greer	0.70	Coordinate specialist review of ABL credit agreement (.4); correspond with K&E team re credit facility (.3).
09/09/22	Chris Massie	4.50	Draft term loan (4.0); draft basket chart (.5).
09/09/22	Dennis Williams	0.50	Analyze credit agreement questions.
09/10/22	Thomas James Dobleman Jr.	0.50	Review, revise term loan credit agreement (.4); correspond re same (.1).
09/11/22	Layton Bell	2.00	Review, revise term loan credit agreement.
09/11/22	Nick Niles	0.50	Review, revise credit agreement.

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/12/22	Layton Bell	9.90	Review, analyze term loan credit agreement and ABL credit agreement (2.4); revise same (3.6); review, analyze security agreement and other ancillary documents (3.9).
09/12/22	Thomas James Dobleman Jr.	3.10	Correspond with Company re credit agreement open issues (.2); review, analyze changes to term loan credit agreement and ABL credit agreement (2.9).
09/12/22	Aseem Jha	0.80	Review, revise credit agreement.
09/12/22	Chris Massie	2.50	Draft term loan (2.0); draft basket chart (.5).
09/13/22	Matthew Antinossi	0.20	Review revised credit agreement (.1); correspond with K&E team re same (.1).
09/13/22	Layton Bell	7.20	Revise credit agreement (4.1). review, analyze ancillary documents (2.5); telephone conferences with K&E team re same (.6).
09/13/22	Thomas James Dobleman Jr.	1.30	Telephone conference with Company re ABL credit agreement (.2); review and revise ABL and term loan credit agreements (1.1).
09/13/22	Jonathan E. Kidwell	0.50	Review and provide comments to draft environmental markup of exit term loan.
09/13/22	Chris Massie	1.00	Draft term loan (.6); draft basket chart (.4).
09/13/22	Yusuf Salloum	0.20	Correspond with bank re escrow account.
09/13/22	Courtney Tibbetts	0.50	Review and provide comments to environmental provisions in new term loan credit agreement.
09/13/22	Seth Traxler, P.C.	1.00	Analyze IP issues re credit agreements.
09/14/22	Layton Bell	8.50	Review, analyze credit agreements (2.1); revise same (2.9); telephone conferences with opposing counsel re same (1.2); review ancillary documents (2.3).
09/14/22	Jina Chung	4.00	Review, revise credit agreement, lien release and schedules (2.8); telephone conference with opposing counsel re same (1.2).
09/14/22	Thomas James Dobleman Jr.	1.40	Review, revise credit agreements (1.1); correspond with K&E team re same (.1); telephone conference with Company re same (.2).
09/14/22	Chris Massie	1.00	Draft ABL credit agreement (.5); draft exhibits re same (.5).
09/14/22	Nick Niles	0.50	Review, analyze credit agreement.

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/15/22	Layton Bell	8.20	Review, analyze credit agreement (4.0); telephone conferences with K&E team re same (2.1); review, analyze ancillary documents (2.1).
09/15/22	Jina Chung	0.20	Correspond with K&E team re credit agreement.
09/15/22	Bernadette Coppola	2.20	Analyze draft loan documents (1.1); draft revisions to same (.9); correspond with team re same (.2).
09/15/22	Elizabeth Helen Jones	0.10	Correspond with Akin re final DIP order.
09/15/22	Nick Niles	0.80	Prepare for credit agreement negotiation.
09/16/22	Layton Bell	5.00	Review, analyze credit agreements (2.8); draft issues list (2.2).
09/16/22	Whitney Greer	1.00	Revise term loan and ABL credit agreement checklists (.4); review, revise solvency certificate (.6).
09/16/22	Chris Massie	0.50	Telephone conference with K&E team re exit financing (.2); draft term loan exhibits (.3).
09/17/22	Bernadette Coppola	0.30	Draft revisions to credit agreement (.2); correspond with K&E team re same (.1).
09/18/22	Layton Bell	4.40	Review credit agreements (2.9); draft issues list (1.5).
09/18/22	Elizabeth Helen Jones	0.40	Review, analyze DIP budget (.3); correspond with Alix re same (.1).
09/19/22	Layton Bell	7.10	Review, analyze credit agreement (2.2); revise same (2.8); review, analyze ancillary documents (2.1).
09/19/22	Jina Chung	5.50	Correspond with K&E team re credit agreement (.4); review, revise credit agreement (2.1), revise intercreditor agreement (1.0); revise opinion (1.6); revise closing checklist (.4).
09/19/22	Bernadette Coppola	0.20	Correspond with K&E team re intellectual property schedules.
09/19/22	Elizabeth Helen Jones	0.20	Correspond with Akin re DIP budget.
09/19/22	Chris Massie	3.00	Draft term loan exhibits (.9); draft term loan (1.1); draft ABL credit agreement (1.0).
09/20/22	Layton Bell	8.60	Negotiate ABL credit agreement (4.8); negotiate term loan (2.4); negotiate security documentation (1.4).

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09/20/22	Thomas James Dobleman Jr.	0.60	Review, revise ABL exit financing documentation (.4); correspond with K&E team re same (.2).
09/20/22	Elizabeth Helen Jones	1.70	Review, revise final DIP order.
09/20/22	Weston Boone Kowert	9.00	Correspond with foreign counsels re foreign security release documentation (4.1); correspond with Company re financials (1.4); review, revise agreed security principles (.5); draft final loan party list for ABL facility (.7); draft final loan party list for term facility (.8); review, revise US release documentation (1.5).
09/20/22	Chris Massie	3.50	Draft term loan exhibits (.7); draft ABL exhibits (.4); draft issues list re same (1.9); correspond with K&E team re same (.5).
09/21/22	Layton Bell	8.30	Negotiate ABL credit agreement and term loan credit agreement (2.1); prepare drafts for filing (5.4); telephone conferences with K&E team (.8)
09/21/22	Jina Chung	4.20	Telephone conference with T. Nefussy, STB team and K&E team re credit agreement (.5); telephone conference with L. Bell, STB team, K&E team, Freshfields team and Akin team re same (.5); draft signature pages (.6); review and revise checklist (.5); revise and revise possessory collateral chart (1.3); review and revise ancillary documents (.8).
09/21/22	Thomas James Dobleman Jr.	1.50	Review, revise ABL credit agreement (.9); telephone conference with lenders and Company re ABL credit agreement (.3); correspond re foreign security documentation (.3).
09/21/22	Aseem Jha	0.30	Review, analyze changes to credit agreement.
09/21/22	Elizabeth Helen Jones	0.20	Correspond with K&E team, Y. Salloum, Alix re DIP budget.
09/21/22	Bryan Musick	2.50	Discuss mortgage release documents, issues with W. Boone (.8); research re same (1.7).
09/21/22	Nick Niles	0.50	Telephone conference with Company and lenders re credit agreement.

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09/21/22	Henry Rosas	1.50	Conference with E. Williams re transaction status (.3); revise credit closing documents (.7); conference with J. Robles re preparation of ABL and term loan signature pages (.1); proofread documents (.4).
09/21/22	Elizabeth Williams	4.30	Review, analyze scans of possessory collateral (1.5); review, analyze DIP payoff letter and provide comments (1.0); review revised security agreement (.8); revise security agreement schedules and distribute (1.0).
09/22/22	Layton Bell	9.00	Negotiate credit agreements (6.0); telephone conference with K&E team re open issues (1.2); finalize drafts for filing (1.8).
09/22/22	Bernadette Coppola	0.40	Correspond with K&E team re loan documents.
09/22/22	Chris Massie	1.00	Review, revise term loan.
09/22/22	Nick Niles	0.20	Comment on loan agreement.
09/23/22	Thomas James Dobleman Jr.	1.80	Review, analyze changes to term loan and ABL credit agreements (1.6); correspond with K&E team re same (.2).
09/23/22	Julia R. Foster	0.50	Prepare final seal order re DIP fee letters for filing (.3); correspond with E. Jones and Y. Salloum re same (.2).
09/23/22	Elizabeth Helen Jones	1.10	Prepare final DIP order for filing (.3); correspond with U.S. Trustee re final DIP order (.3); prepare final DIP sealing order for filing (.4); correspond with U.S. Trustee re final DIP sealing order (.1).
09/23/22	Weston Boone Kowert	2.20	Review, revise credit documentation for ABL facility (1.1); review, revise borrower deliverables for term facility (1.1).
09/23/22	Chris Massie	1.50	Draft term loan (1.0); telephone conference with K&E team re closing matters (.5).
09/24/22	Thomas James Dobleman Jr.	0.20	Correspond with K&E team re exit financing documentation.
09/25/22	Thomas James Dobleman Jr.	0.50	Review exit financing documentation (.4); correspond with K&E team re same (.1).
09/26/22	Elizabeth Helen Jones	1.30	Prepare final DIP order for filing (.9); prepare final DIP sealing order for filing (.4).
09/26/22	Elizabeth Helen Jones	0.40	Review, analyze amendment to LC cash collateral agreement (.3); correspond with Company re same (.1).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 DIP, Cash Collateral, & Cash Management

Invoice Number: 1010140568
 Matter Number: 14486-8

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/26/22	Chris Massie	1.50	Review, revise term loan exhibits (.5); review, revise term loan (1.0).
09/28/22	Jose Elaine Lugo	0.20	Correspond with Bank of America Counsel re cash management issues (.1); correspond with Company re same (.1).
09/28/22	Chris Massie	4.30	Correspond with Company re closing matters and DIP draw (1.3); correspond with lender counsels re DIP Draw (2.0); correspond with Carestream team re DIP closing certificate (1.0).
Total		298.40	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140569

Client Matter: 14486-9

In the Matter of Vendor, Supplier, Creditor, Stakeholder

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 27,633.50

Total legal services rendered

\$ 27,633.50

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Vendor, Supplier, Creditor, Stakeholder

Invoice Number: 1010140569
Matter Number: 14486-9

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael Marie Bentley	2.50	1,235.00	3,087.50
Yusuf Salloum	8.40	1,170.00	9,828.00
Andrew Townsell	13.20	1,115.00	14,718.00
TOTALS	24.10		\$ 27,633.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Vendor, Supplier, Creditor, Stakeholder

Invoice Number: 1010140569
 Matter Number: 14486-9

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/25/22	Andrew Townsell	0.70	Telephone conferences and correspond with Alix re vendor issues (.2); telephone conference and correspond with Y. Salloum re same (.2); analyze issues re same (.3).
08/30/22	Andrew Townsell	0.20	Telephone conference with Ametek re vendor issues (.1); analyze issues re same (.1).
08/31/22	Yusuf Salloum	2.60	Draft revise talking points and statement for vendor communications.
08/31/22	Andrew Townsell	0.50	Correspond with Alix, Ametek re vendor issues (.2); telephone conference with Curbell re vendor issues (.3).
09/01/22	Rachael Marie Bentley	1.20	Review, analyze vendor contract (.5); prepare for and participate in telephone conference with counterparty, Company re same (.7).
09/06/22	Yusuf Salloum	2.60	Draft, revise letter to vendor (1.2); research case law re same (.9); review contract re same (.3); conference with trade vendor re chapter 11 cases (.2).
09/07/22	Rachael Marie Bentley	0.40	Correspond with Company re claims payable order (.2); correspond with vendor re same (.2).
09/07/22	Andrew Townsell	0.40	Correspond with Alix re vendor issues (.2); analyze issues re same (.2).
09/08/22	Rachael Marie Bentley	0.20	Correspond with Company re payables order.
09/08/22	Andrew Townsell	0.60	Telephone conference and correspond with vendors re payment issues (.3); correspond with Alix re same (.3).
09/09/22	Andrew Townsell	0.10	Correspond with Alix team re vendor issues.
09/12/22	Andrew Townsell	0.50	Review letter re Frontier (.2); analyze issues re same (.3).
09/13/22	Andrew Townsell	0.50	Telephone conference and correspond with Frontier re amounts owed (.2); analyze same (.2); correspond with Uline re refund check (.1).
09/13/22	Andrew Townsell	0.40	Correspond with KCC re creditor matrix (.1); analyze issues re same (.1); telephone conference with Y. Salloum re same (.2).
09/15/22	Rachael Marie Bentley	0.70	Review, analyze correspondence, payables order re delivery of goods (.3); review, revise correspondence re same (.4).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Vendor, Supplier, Creditor, Stakeholder

Invoice Number: 1010140569
 Matter Number: 14486-9

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/15/22	Yusuf Salloum	0.90	Conference with client re vendor issues (.5); draft correspondence re same (.4).
09/16/22	Andrew Townsell	0.20	Correspond with Frontier's counsel re amounts owed.
09/19/22	Yusuf Salloum	2.30	Review, revise proposed stipulation with trade party (1.3); research precedent re same (.7); conference with R. Mauceri re same (.3).
09/19/22	Andrew Townsell	3.60	Correspond with vendors, Alix, K&E team re account reconciliation, cure issues (1.2); analyze issues re same (2.4).
09/20/22	Andrew Townsell	1.40	Correspond with vendors, Alix, K&E team re account reconciliation, cure issues (.6); analyze issues re same (.8).
09/21/22	Andrew Townsell	1.30	Correspond with vendors, Alix, K&E team re account reconciliation, cure issues (.5); analyze issues re same (.8).
09/22/22	Andrew Townsell	1.80	Correspond with vendors, Alix, K&E team re account reconciliation, cure issues (.5); analyze issues re same (1.3).
09/26/22	Andrew Townsell	0.70	Correspond with Alix re creditor issues (.4); correspond with Y. Salloum re same (.3).
09/28/22	Andrew Townsell	0.30	Correspond with creditor re account reconciliation (.1); analyze issues re same (.2).
Total		24.10	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140570

Client Matter: 14486-10

In the Matter of Corporate and Governance Matters

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 68,232.50

Total legal services rendered

\$ 68,232.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Corporate and Governance Matters

Invoice Number: 1010140570
 Matter Number: 14486-10

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Sarah Bernardo	10.90	795.00	8,665.50
Alessandra Corona Henriques	4.30	910.00	3,913.00
Josh Epstein	0.30	910.00	273.00
Bryan D. Flannery	10.80	1,275.00	13,770.00
Julia R. Foster	0.50	405.00	202.50
Rob Jannusch	0.50	405.00	202.50
Aseem Jha	0.40	910.00	364.00
Jennifer Karinen	28.70	1,235.00	35,444.50
Katherine Karnosh	0.40	840.00	336.00
Scott D. Price, P.C.	1.30	1,830.00	2,379.00
Jimmy Ryan	0.30	795.00	238.50
Yusuf Salloum	1.60	1,170.00	1,872.00
Steve Toth	0.40	1,430.00	572.00
TOTALS	60.40		\$ 68,232.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Corporate and Governance Matters

Invoice Number: 1010140570
 Matter Number: 14486-10

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/23/22	Josh Epstein	0.30	Correspond with K&E team re executed board resolutions and signatures to resolutions.
08/26/22	Bryan D. Flannery	0.90	Review and revise emergence checklist (.7); attend weekly update telephone conference with advisors (.2).
08/26/22	Jennifer Karinen	0.30	Review checklist for governance-related matters.
08/29/22	Yusuf Salloum	1.20	Coordinate finalization and execution of NDA (.6); review, revise communications materials (.6).
08/31/22	Bryan D. Flannery	0.90	Correspond with K&E team re closing matters (.4); prepare for and attend closing coordination telephone conference (.5).
08/31/22	Jennifer Karinen	2.00	Participate in emergence coordination telephone conference (.6); correspond with K&E team re governance and share issuance (.5); correspond re transfer agency arrangements (.9).
08/31/22	Katherine Karnosh	0.40	Telephone conference with K&E and Akin teams re emergence checklists and timing.
08/31/22	Yusuf Salloum	0.40	Review director indemnification agreement.
09/01/22	Sarah Bernardo	1.00	Participate in telephone conference with Carestream team re closing coordination (.5); research precedent D&O questionnaires (.5).
09/01/22	Bryan D. Flannery	1.10	Prepare for and attend closing coordination telephone conference (.6); review and revise director questionnaire (.5).
09/01/22	Jennifer Karinen	3.40	Participate in closing coordination telephone conference re corporate governing and other emergence related matters (.5); draft and revise director and officer questionnaire (2.5); correspond with prospective transfer agents (.4).
09/02/22	Sarah Bernardo	1.50	Review, revise form D&O questionnaire (1.0); correspond with J. Karinen re same (.3); correspond with A. Hoy and J. Lewis re same (.2).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Corporate and Governance Matters

Invoice Number: 1010140570
 Matter Number: 14486-10

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/02/22	Bryan D. Flannery	1.60	Review and revise director questionnaire (.9); correspond with K&E team re closing matters (.7).
09/02/22	Jennifer Karinen	0.90	Revise and review director and officer questionnaire.
09/06/22	Sarah Bernardo	0.50	Review and analyze correspondence re draft emergence checklist (.1); review and analyze correspondence re transfer agent quotes (.2); review and analyze correspondence re draft amended and restated certificate of incorporation and bylaws (.2).
09/06/22	Bryan D. Flannery	1.10	Review, revise bylaws and certificate of incorporation (.8); review and revise closing checklist (.3).
09/06/22	Jennifer Karinen	4.90	Review, revise governance documents (2.8); revise, update certificate of incorporation (1.3); correspond re transfer agency quotes (.8).
09/06/22	Steve Toth	0.40	Analyze revised charter and bylaws.
09/07/22	Sarah Bernardo	0.50	Participate in telephone conference with Akin team re updates on closing coordination.
09/07/22	Bryan D. Flannery	0.80	Prepare for and attend closing coordination telephone conference (.5); review and revise bylaws and certificate of incorporation (.3).
09/07/22	Jennifer Karinen	3.90	Correspond re transfer agency materials and review quotes (1.0); review and revise governing documents (2.5); participate in advisors telephone conference (.4).
09/08/22	Sarah Bernardo	0.50	Participate in telephone conference with Carestream team re closing coordination.
09/08/22	Bryan D. Flannery	0.50	Prepare for and attend closing coordination telephone conference.
09/08/22	Jennifer Karinen	0.40	Participate in closing coordination telephone conference.
09/08/22	Jimmy Ryan	0.30	Correspond with Y. Salloum re governance documents.
09/09/22	Bryan D. Flannery	0.80	Prepare for and attend weekly update call (.3); review contribution agreement (.5).
09/12/22	Bryan D. Flannery	0.50	Review and revise stockholders agreement.
09/12/22	Jennifer Karinen	2.50	Revise stockholders agreement.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Corporate and Governance Matters

Invoice Number: 1010140570
 Matter Number: 14486-10

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/13/22	Sarah Bernardo	1.30	Revise certificate of incorporation (.2); correspond with J. Karinen re revised Certificate of Incorporation (.1); review and analyze AST transfer agent proposal (.2) review and analyze correspondence re transfer agent quotes (.3); review and analyze correspondence re stockholders agreement (.3); review and analyze correspondence re plan supplement and confirmation order (.2).
09/13/22	Alessandra Corona Henriques	4.00	Revise shareholders agreement (3.7); send quotes to client (.3).
09/13/22	Bryan D. Flannery	1.00	Review and revise stockholders agreement.
09/13/22	Jennifer Karinen	5.10	Revise shareholders agreement (3.4); review, correspond re comments (1.4); correspond with transfer agent re terms (.3).
09/14/22	Sarah Bernardo	0.50	Review and analyze correspondence re stockholders agreement (.3); participate in telephone conference with Akin team re closing coordination (.2).
09/14/22	Bryan D. Flannery	1.20	Review stockholders agreement (.7); prepare for and attend closing checklist call (.5).
09/14/22	Jennifer Karinen	1.50	Review revised shareholders agreement draft (1.3); participate in advisors telephone conference re organizational documents (.2).
09/15/22	Bryan D. Flannery	0.40	Prepare for and attend telephone conference with advisors re closing checklist.
09/15/22	Julia R. Foster	0.30	Research precedent re board offer letters.
09/15/22	Aseem Jha	0.40	Review and analyze disclosure schedules.
09/15/22	Scott D. Price, P.C.	0.80	Review and discuss director letter with K&E team.
09/19/22	Julia R. Foster	0.20	Research precedent re Observer agreement.
09/19/22	Scott D. Price, P.C.	0.50	Discuss and review executive employment agreement.
09/20/22	Sarah Bernardo	2.00	Correspond with K&E team re emergence date (.2); review and analyze rights offering documents for funding deadline information (.5); draft funding notice correspondence (.5); correspond with J. Karinen, B. Flannery and K&E team re draft correspondence notice (.5); correspond with KCC team re draft correspondence notice (.3).
09/20/22	Jennifer Karinen	1.40	Correspond with K&E team re emergence (.2); revise funding notice (1.2).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Corporate and Governance Matters

Invoice Number: 1010140570
 Matter Number: 14486-10

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/21/22	Sarah Bernardo	1.10	Correspond with K&E team and Company re transfer agent (.2); review and analyze correspondence re telephone conference with transfer agent (.2); participate in telephone conference with Akin team re closing coordination (.3); review and analyze correspondence re stockholders agreement (.4).
09/21/22	Jennifer Karinen	0.80	Correspond re emergence and transfer agency matters (.5); participate in emergence coordination telephone conference (.3).
09/23/22	Sarah Bernardo	1.00	Correspond with J. Karinen and A. Hoy re transfer agent (.3); participate in telephone conference with Freshfields, Houlihan Lokey, Credit Suisse and Chase teams re closing distributions (.7).
09/23/22	Rob Jannusch	0.50	Correspond with A. Marshall re LLC agreements re certificates of cancellation.
09/26/22	Sarah Bernardo	0.30	Correspond with A. Hoy and J. Devins re KCC contacts (.1); review and analyze correspondence re Rights Offering funding (.1); review and analyze correspondence re designation of consideration recipients (.1).
09/27/22	Sarah Bernardo	0.50	Review and analyze correspondence re transfer agent engagement (.1); participate in telephone conference with Houlihan, KCC and K&E teams re designation of consideration recipients (.3); review and analyze correspondence re designation of consideration recipients and required company signature pages (.1).
09/27/22	Alessandra Corona Henriques	0.30	Telephone conference with K&E team, advisors re consideration designation.
09/28/22	Sarah Bernardo	0.20	Review and analyze correspondence re emergence equity designation letter.
09/28/22	Jennifer Karinen	1.60	Review designation form (.4); review equity ledger and transfer restriction and affiliate analysis (1.2).
Total		60.40	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140571

Client Matter: 14486-11

In the Matter of Employee Matters

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 36,655.50

Total legal services rendered

\$ 36,655.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Employee Matters

Invoice Number: 1010140571
 Matter Number: 14486-11

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Cara Katrinak	1.10	1,035.00	1,138.50
Tom Kotlowski	12.00	910.00	10,920.00
Patrick J. Nash Jr., P.C.	0.70	1,845.00	1,291.50
Scott D. Price, P.C.	9.00	1,830.00	16,470.00
Yusuf Salloum	0.80	1,170.00	936.00
Mei Y. Wang	5.70	1,035.00	5,899.50
TOTALS	29.30		\$ 36,655.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Employee Matters

Invoice Number: 1010140571
 Matter Number: 14486-11

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/23/22	Tom Kotlowski	0.20	Analyze question re non-qualified deferred compensation.
08/23/22	Scott D. Price, P.C.	0.30	Correspond with K&E team re non-qualified deferred compensation plan.
09/02/22	Mei Y. Wang	0.20	Analyze employment arrangements.
09/06/22	Patrick J. Nash Jr., P.C.	0.20	Correspond with Company re management employment agreements.
09/06/22	Yusuf Salloum	0.80	Review, revise employment agreements.
09/06/22	Mei Y. Wang	0.50	Analyze employment issues.
09/07/22	Scott D. Price, P.C.	0.80	Telephone conference, correspond with K&E team re employment agreement revisions.
09/07/22	Mei Y. Wang	3.00	Telephone conference with S. Price re employment arrangements (.3); draft employment agreement (2.7).
09/08/22	Tom Kotlowski	1.80	Revise employment agreement (1.4); review correspondences re same (.4).
09/08/22	Mei Y. Wang	2.00	Draft employment agreement.
09/09/22	Scott D. Price, P.C.	3.80	Revise management agreements.
09/11/22	Tom Kotlowski	1.20	Telephone conference with Company re employment agreement (.5); revise same (.7).
09/11/22	Scott D. Price, P.C.	1.00	Telephone conference, correspond with K&E team re employment agreements.
09/12/22	Scott D. Price, P.C.	0.80	Review and revise employment agreement.
09/15/22	Tom Kotlowski	0.50	Analyze employment agreement (.3); analyze board letter (.2).
09/16/22	Tom Kotlowski	0.70	Telephone conference with Company re employment agreement form.
09/16/22	Scott D. Price, P.C.	1.00	Telephone conferences with K&E team, Company re employment agreement draft.
09/17/22	Tom Kotlowski	0.50	Revise form employment agreement.
09/19/22	Tom Kotlowski	1.00	Revise employment agreements.
09/21/22	Tom Kotlowski	0.50	Revise employment agreements (.3); telephone conference with Akin Gump team re same (.2).
09/22/22	Tom Kotlowski	1.80	Draft severance agreement (1.4); telephone conference with Akin Gump team re same (.4).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Employee Matters

Invoice Number: 1010140571
 Matter Number: 14486-11

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/23/22	Tom Kotlowski	2.20	Revise employment agreement (1.4); revise severance letter (.8).
09/23/22	Patrick J. Nash Jr., P.C.	0.50	Review ad hoc group mark-up of employment contracts (.4); correspond with Company re mark-up of employment contracts (.1).
09/23/22	Scott D. Price, P.C.	0.30	Review employment agreement mark up.
09/24/22	Cara Katrinak	1.10	Research re retirement, wages diligence (.9); correspond with Y. Salloum re same (.2).
09/24/22	Tom Kotlowski	0.30	Revise employment agreements.
09/24/22	Scott D. Price, P.C.	1.00	Review, discuss and revise employment agreement form.
09/26/22	Tom Kotlowski	0.50	Telephone conference with Akin team re severance agreement.
09/27/22	Tom Kotlowski	0.30	Analyze employment agreements.
09/28/22	Tom Kotlowski	0.50	Analyze employment agreements.
Total		29.30	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140572

Client Matter: 14486-13

In the Matter of Hearings

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 33,957.50

Total legal services rendered

\$ 33,957.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Hearings

Invoice Number: 1010140572
 Matter Number: 14486-13

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bill Arnault	1.30	1,415.00	1,839.50
Ben A. Barnes	1.50	1,135.00	1,702.50
Rachael Marie Bentley	3.00	1,235.00	3,705.00
Amy Donahue	0.40	405.00	162.00
Julia R. Foster	18.90	405.00	7,654.50
Elizabeth Helen Jones	0.80	1,035.00	828.00
Cara Katrinak	0.50	1,035.00	517.50
Nick Krislov	2.30	1,115.00	2,564.50
Jose Elaine Lugo	0.40	795.00	318.00
Zach R. Manning	1.90	1,115.00	2,118.50
Patrick J. Nash Jr., P.C.	0.30	1,845.00	553.50
Jimmy Ryan	3.70	795.00	2,941.50
Yusuf Salloum	3.60	1,170.00	4,212.00
Tricia Schwallier Collins	3.20	1,235.00	3,952.00
Andrew Townsell	0.40	1,115.00	446.00
Tanzila Zomo	1.50	295.00	442.50
TOTALS	43.70		\$ 33,957.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Hearings

Invoice Number: 1010140572
 Matter Number: 14486-13

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/24/22	Rachael Marie Bentley	3.00	Attend first day hearing.
08/24/22	Julia R. Foster	3.90	Open hearing line re first day hearing (.2); attend and assist with first day hearing (3.7).
08/24/22	Nick Krislov	1.90	Prepare for and attend first day hearing.
08/24/22	Zach R. Manning	1.90	Prepare for and attend first day hearing.
08/24/22	Jimmy Ryan	3.70	Correspond with E. Jones, K&E team re first day hearing preparation (.2); draft talking points re same (.8); prepare for first day hearing (.6); attend first day hearing (2.1).
08/24/22	Yusuf Salloum	3.00	Attend and present at first day hearing.
08/24/22	Tricia Schwallier Collins	3.20	Attend first day hearing (2.9); correspond with K&E team re same (.3).
08/25/22	Julia R. Foster	1.70	Prepare hearing lines for August 26, 2022 hearing (.8); correspond with P. Nash re same (.3); prepare hearing binder for P. Nash (.6).
08/26/22	Bill Arnault	0.30	Participate in hearing re exit financing (.1); prepare re same (.2).
08/26/22	Ben A. Barnes	1.50	Prepare for and attend hearing on ABL commitment letter motion.
08/26/22	Julia R. Foster	0.40	Open hearing line re exit ABL fee approval hearing (.2); attend and assist with hearing re exit ABL fee approval motion (.2).
08/26/22	Julia R. Foster	1.10	Prepare materials for August 26, 2022 hearing.
08/26/22	Elizabeth Helen Jones	0.30	Attend hearing re ABL exit facility fees.
08/26/22	Patrick J. Nash Jr., P.C.	0.30	Participate in hearing re exit ABL commitment.
08/26/22	Yusuf Salloum	0.20	Prepare for and attend hearing re exit ABL fee approval motion.
09/02/22	Julia R. Foster	0.70	Review and revise confirmation hearing agenda.
09/20/22	Julia R. Foster	1.00	Review and revise confirmation hearing agenda (.6); draft October 12, 2022 hearing agenda (.4).
09/23/22	Julia R. Foster	1.20	Review and revise confirmation hearing agenda.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Hearings

Invoice Number: 1010140572
 Matter Number: 14486-13

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/26/22	Julia R. Foster	3.70	Review and revise confirmation hearing agenda (1.1); review and revise confirmation hearing witness-exhibit list (.7); correspond with PSZJ team re zoom registrations re confirmation hearing (.4); prepare materials for confirmation hearing (1.5).
09/26/22	Tanzila Zomo	1.50	Review and revise hearing agenda.
09/27/22	Julia R. Foster	3.00	Review and revise witness-exhibit list re confirmation hearing (1.7); correspond with PSZJ team re same (.5); prepare hearing materials re confirmation hearing (.8).
09/28/22	Bill Arnault	1.00	Attend confirmation hearing (.4); prepare for same (.6).
09/28/22	Amy Donahue	0.40	Attend confirmation hearing.
09/28/22	Julia R. Foster	1.10	Open hearing lines re confirmation hearing (.7); attend and assist with confirmation hearing (.4).
09/28/22	Julia R. Foster	1.10	Prepare materials for confirmation hearing.
09/28/22	Elizabeth Helen Jones	0.50	Prepare for and attend confirmation hearing.
09/28/22	Cara Katrinak	0.50	Attend confirmation hearing.
09/28/22	Nick Krislov	0.40	Attend confirmation hearing.
09/28/22	Jose Elaine Lugo	0.40	Attend confirmation hearing.
09/28/22	Yusuf Salloum	0.40	Attend confirmation hearing.
09/28/22	Andrew Townsell	0.40	Attend confirmation hearing.
Total		43.70	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140573

Client Matter: 14486-14

In the Matter of Insurance and Surety Matters

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 6,199.00

Total legal services rendered

\$ 6,199.00

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Insurance and Surety Matters

Invoice Number: 1010140573
Matter Number: 14486-14

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
William T. Pruitt	1.90	1,375.00	2,612.50
Jimmy Ryan	0.60	795.00	477.00
Yusuf Salloum	1.80	1,170.00	2,106.00
Andrew Townsell	0.90	1,115.00	1,003.50
TOTALS	5.20		\$ 6,199.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Insurance and Surety Matters

Invoice Number: 1010140573
 Matter Number: 14486-14

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/29/22	Andrew Townsell	0.10	Correspond with Chubb counsel re insurance order.
09/07/22	William T. Pruitt	0.30	Analyze additional comments from Akin Gump team re D&O insurance policy.
09/08/22	Yusuf Salloum	0.40	Correspond with Company re insurance enhancements.
09/12/22	Jimmy Ryan	0.60	Research re insurance order (.3); correspond with A. Townsell, K&E team re same (.3).
09/12/22	Andrew Townsell	0.40	Analyze issue re insurance order.
09/13/22	Andrew Townsell	0.40	Telephone conference with counsel to Chubb re insurance order (.2); analyze issues re same (.1); correspond with K&E team re same (.1).
09/20/22	Yusuf Salloum	0.80	Respond to diligence requests re go-forward coverage.
09/23/22	William T. Pruitt	0.40	Analyze go-forward D&O insurance coverage (.3); correspond with Company re same (.1).
09/23/22	Yusuf Salloum	0.60	Conference with insurance broker re go-forward coverage (.3); review correspondence re same (.3).
09/28/22	William T. Pruitt	1.20	Review and analyze insurer comments to the D&O policy (.2); correspond with Company re same (.1); review and analyze proposed CODA policy form from Chubb (.6); correspond with Company re comments on same (.1); correspond with Y. Salloum re timing of D&O insurance placement (.2).
Total		5.20	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140574

Client Matter: 14486-15

In the Matter of Disclosure Statement, Plan, Confirmation

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 742,202.00

Total legal services rendered

\$ 742,202.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bill Arnault	2.50	1,415.00	3,537.50
Ben A. Barnes	3.10	1,135.00	3,518.50
Layton Bell	35.60	1,235.00	43,966.00
Rachael Marie Bentley	2.70	1,235.00	3,334.50
Sarah Bernardo	1.00	795.00	795.00
Jina Chung	38.70	795.00	30,766.50
Bernadette Coppola	1.50	1,235.00	1,852.50
Alessandra Corona Henriques	4.00	910.00	3,640.00
Thomas James Dobleman Jr.	6.60	1,425.00	9,405.00
Owen Dwyer	5.40	295.00	1,593.00
Trevor Eck	15.20	660.00	10,032.00
Jordan Elkin	5.50	1,035.00	5,692.50
Josh Epstein	1.90	910.00	1,729.00
Bryan D. Flannery	0.90	1,275.00	1,147.50
Julia R. Foster	8.50	405.00	3,442.50
Nicole L. Greenblatt, P.C.	12.20	1,845.00	22,509.00
Whitney Greer	8.80	1,035.00	9,108.00
Erik Hepler	2.40	1,625.00	3,900.00
Rob Jannusch	2.30	405.00	931.50
Aseem Jha	3.70	910.00	3,367.00
Elizabeth Helen Jones	2.40	1,035.00	2,484.00
Jennifer Karinen	4.40	1,235.00	5,434.00
Katherine Karnosh	0.40	840.00	336.00
Cara Katrinak	75.70	1,035.00	78,349.50
Weston Boone Kowert	38.10	1,115.00	42,481.50
Nick Krislov	60.50	1,115.00	67,457.50
David P. Liebowitz	2.80	480.00	1,344.00
Jose Elaine Lugo	32.30	795.00	25,678.50
Anna Makowski	3.50	295.00	1,032.50
Zach R. Manning	14.70	1,115.00	16,390.50
Andrew Marshall	8.40	795.00	6,678.00
Chris Massie	19.70	1,115.00	21,965.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Luis E. Moreau	9.00	405.00	3,645.00
Patrick J. Nash Jr., P.C.	4.40	1,845.00	8,118.00
Nick Niles	1.00	1,275.00	1,275.00
Tim Nolan	1.10	1,170.00	1,287.00
Kimberly Perdue	7.10	1,545.00	10,969.50
Joshua Robles	15.20	295.00	4,484.00
Henry Rosas	5.00	480.00	2,400.00
Jimmy Ryan	27.90	795.00	22,180.50
Yusuf Salloum	142.60	1,170.00	166,842.00
Tricia Schwallier Collins	0.80	1,235.00	988.00
Jennifer Sheehan	2.50	1,440.00	3,600.00
Steve Toth	7.20	1,430.00	10,296.00
Andrew Townsell	0.80	1,115.00	892.00
Elizabeth Williams	68.80	1,035.00	71,208.00
Lydia Yale	0.40	295.00	118.00
TOTALS	719.20		\$ 742,202.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/23/22	Rachael Marie Bentley	1.50	Draft and revise solicitation affidavit and declaration (1.0); telephone conferences and correspond with KCC, K&E team re same (.5).
08/23/22	Jordan Elkin	5.50	Draft voting declaration (.9); review, analyze precedent re same (.3); correspond with K&E team, KCC re same (.2); review, revise scheduling motion (1.1); correspond with K&E team re same (.3); prepare same for filing (.2); review, revise combined hearing notice (.7); correspond with K&E team re same (.2); review, revise publication notice (.6); correspond with K&E team re same (.2); prepare same for filing (.4); correspond with K&E team re publication (.4).
08/23/22	Kimberly Perdue	0.50	Correspond with client re status and next steps re analysis of potential foreign guarantees (.3); correspond with K&E team re same (.2).
08/24/22	Rachael Marie Bentley	1.20	Review, analyze chapter 11 plan and election form re same (.2); correspond with working group re same (.2); review, revise scheduling order and exhibits (.5); correspond with working group re same (.3).
08/24/22	Kimberly Perdue	0.50	Correspond with Company re updated calculations re materiality of individual subsidiary.
08/25/22	Weston Boone Kowert	1.10	Draft, review and revise list of foreign subsidiaries (.6); review assets chart re Carestream subsidiaries (.5).
08/25/22	Kimberly Perdue	1.30	Assist Company with formulation of initial proposal re identity of foreign guarantors.
08/25/22	Kimberly Perdue	0.50	Correspond with Akin re confirming and clarifying carveouts from guarantee requirement.
08/25/22	Yusuf Salloum	2.40	Draft, revise closing checklist.
08/25/22	Elizabeth Williams	1.10	Draft exit ABL Kirkland opinion.
08/26/22	Zach R. Manning	1.00	Review, analyze materials and issues re plan supplement and closing (.8); correspond with K&E team re same (.2).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/26/22	Kimberly Perdue	0.60	Correspond with K&E team re preparation of ABL and term loan closing checklists (.3); coordinate same (.3).
08/26/22	Kimberly Perdue	1.30	Review, analyze list of foreign jurisdictions restrictions and local jurisdiction requirements (.8); summarize additional exclusions from guarantee requirement (.5).
08/26/22	Kimberly Perdue	0.80	Review documentary requirements (.3); revise proposal re immaterial subsidiaries (.5).
08/26/22	Kimberly Perdue	0.40	Correspond with K&E team re evaluation of remaining foreign jurisdictions.
08/26/22	Kimberly Perdue	1.20	Summarize next steps re foreign guarantee requirement (1.1); correspond with W. Kowert re same (.1).
08/29/22	Julia R. Foster	0.40	Draft notice of plan supplement.
08/29/22	Nick Krislov	3.50	Draft, revise plan supplement (1.4); review, analyze precedent, plan provisions re same (1.1); correspond and, telephone conferences with K&E team re same (1.0).
08/30/22	Josh Epstein	1.00	Correspond with STB and L. Bell re IPSA draft (.1); coordinate internal checklist telephone conference with K&E team (.2); review IPSA draft (.7).
08/30/22	Cara Katrinak	0.30	Telephone conference and correspond with Z. Manning, K&E team re confirmation work streams.
08/30/22	Nick Krislov	1.20	Telephone conferences with K&E team re confirmation work streams (.3) telephone conference with Y. Salloum re confirmation (.2); revise, update plan supplement (.7).
08/30/22	Jose Elaine Lugo	0.40	Correspond with Z. Manning, K&E team re confirmation work streams.
08/30/22	Zach R. Manning	1.10	Telephone conferences and correspond with K&E team re confirmation workstreams (.4); review, analyze related materials and issues (.7).
08/30/22	Jimmy Ryan	0.30	Telephone conference with Z. Manning, K&E team re confirmation brief and order (.2); correspond with Z. Manning, K&E team re same (.1).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/30/22	Yusuf Salloum	3.50	Review, revise closing checklist (.8); conference with N. Krislov re confirmation research, plan supplement (.3); research re confirmation (1.3); conference with Akin re closing (.4); correspond with Company re disclosure statement materials (.5); conference with local counsel re same (.2).
08/30/22	Elizabeth Williams	0.30	Review foreign guarantors for exit financing.
08/31/22	Josh Epstein	0.90	Correspond with STB re IPSA draft (.3); correspond with L. Bell re IPSA draft (.2); telephone conference with K&E team re closing coordination (.4).
08/31/22	Julia R. Foster	3.00	Draft confirmation brief (1.2); draft confirmation order (1.0); draft Rosa declaration in support of confirmation (.4); draft Alix declaration in support of confirmation (.4).
08/31/22	Julia R. Foster	1.10	Telephone conference with Y. Salloum, K&E team re closing coordination (.5); draft confirmation hearing agenda (.6).
08/31/22	Nick Krislov	3.60	Telephone conference with advisors re closing coordination (.4); research, analyze confirmation issues (1.6); revise, update plan supplement (1.2); correspond with K&E team re workstreams (.4).
08/31/22	Jose Elaine Lugo	0.80	Research, review precedent confirmation orders.
08/31/22	Jimmy Ryan	0.20	Correspond with J. Foster, K&E team re confirmation brief.
08/31/22	Yusuf Salloum	3.80	Research re confirmation issues (2.1); conference with Akin team re plan supplement, closing (.5); review, revise plan supplement (1.2).
09/01/22	Julia R. Foster	0.40	Research precedent re declarations in support of confirmation.
09/01/22	Julia R. Foster	1.60	Telephone conference with K&E team re closing coordination (.6); draft confirmation hearing agenda (1.0).
09/01/22	Nicole L. Greenblatt, P.C.	0.70	Analyze confirmation issues and absolute priority press.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/22	Nick Krislov	2.20	Telephone conference with advisors re closing preparation (.5); research, analyze issues re confirmation (1.3); correspond with K&E team re same (.4).
09/01/22	Zach R. Manning	0.60	Review, analyze plan supplement and closing materials (.5); correspond with K&E team re same (.1).
09/01/22	Yusuf Salloum	3.60	Research re confirmation requirements (2.3); prepare for and participate in conference with Company re closing (1.3).
09/02/22	Yusuf Salloum	4.90	Review, revise confirmation related pleadings (3.2); coordinate with Akin re emergence preparation (1.7).
09/03/22	Elizabeth Williams	2.20	Review, analyze security agreement (.9); revise draft re same (1.3).
09/04/22	Cara Katrinak	1.20	Review, analyze confirmation hearing transcripts.
09/06/22	Whitney Greer	1.20	Correspond re release of foreign collateral (.3); revise payoff letter re deal terms (.9).
09/06/22	Nick Krislov	0.20	Coordinate re confirmation pleadings.
09/06/22	Zach R. Manning	0.50	Correspond with K&E team re confirmation workstreams (.2); review, analyze related materials (.3).
09/06/22	Patrick J. Nash Jr., P.C.	0.20	Correspond with D. Kasprzak re plan.
09/06/22	Yusuf Salloum	1.20	Correspond with Company re confirmation inquiries (.6); research precedent re same (.6).
09/06/22	Elizabeth Williams	0.70	Draft foreign guarantor proposal.
09/07/22	Thomas James Dobleman Jr.	1.00	Correspond with Company re lender inquiries (.2); review term loan credit agreement (.4); telephone conference re emergence checklist and timing (.4).
09/07/22	Whitney Greer	1.00	Correspond re release of foreign collateral (.3); coordinate specialist review of term loan credit agreement (.7).
09/07/22	Nick Krislov	0.60	Research, analyze confirmation issues (.5); correspond with K&E team re same (.1).
09/07/22	Jose Elaine Lugo	5.00	Telephone conference with Y. Salloum re confirmation order (.1); correspond with Y. Salloum re same (.2); research, review precedent confirmation orders (1.4); revise confirmation order (3.3).
09/07/22	Zach R. Manning	0.20	Analyze confirmation considerations.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/07/22	Andrew Marshall	0.50	Telephone conference with K&E team re closing checklist (.3); draft summary re same (.1); review comments to bylaws (.1).
09/07/22	Patrick J. Nash Jr., P.C.	0.40	Review closing checklist.
09/07/22	Yusuf Salloum	5.80	Review, revise confirmation order (3.1); review precedent re same (1.6); correspond with K&E team re same (.3); review, revise closing checklist (.4); conference with Akin team re same (.4).
09/07/22	Tricia Schwallier Collins	0.80	Telephone conference with K&E team closing coordination.
09/07/22	Steve Toth	0.30	Telephone conference with Akin and K&E team re closing checklist.
09/07/22	Elizabeth Williams	1.20	Revise insurance certificates and coordinate with company broker (.3); revise closing checklist (.4); correspond with Akin re open items on closing checklists (.5).
09/08/22	Julia R. Foster	0.40	Draft Houlihan Lokey declaration in support of confirmation.
09/08/22	Cara Katrinak	1.90	Correspond with J. Foster re shelling Houlihan Lokey confirmation declaration (.2); revise same (1.7).
09/08/22	Nick Krislov	1.30	Revise, update confirmation pleadings, declarations (.9); correspond with K&E team re same (.4).
09/08/22	Jose Elaine Lugo	4.50	Correspond with Z. Manning re confirmation order (.1); revise same (2.3); correspond with Z. Manning re edits to confirmation order (.2); revise same (1.9).
09/08/22	Zach R. Manning	3.10	Review, revise proposed confirmation order (1.3); review, analyze related materials (1.4); correspond with K&E team re same (.4).
09/08/22	Andrew Marshall	2.60	Draft contribution and issuance agreement.
09/08/22	Chris Massie	2.00	Draft exit term loan (1.4); draft basket chart (.4); review correspondence re same (.2).
09/08/22	Patrick J. Nash Jr., P.C.	0.20	Review exit financing checklist in preparation of emergence.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/08/22	Yusuf Salloum	3.60	Review, revise confirmation order (1.1); review precedent re same (.6); conference with Company re emergence (.4); review, revise checklist re same (.3); review plan supplement materials re same (.8); coordinate with multiple parties re ABL Roll election (.4).
09/08/22	Steve Toth	0.40	Telephone conference with Company and K&E team re closing checklist matters.
09/08/22	Elizabeth Williams	2.50	Revise foreign guarantor proposal for exit financing.
09/09/22	Nicole L. Greenblatt, P.C.	0.80	Participate in update telephone conference (.4); conference with Y. Salloum re confirmation preparation (.4).
09/09/22	Cara Katrinak	8.90	Draft Houlihan Lokey confirmation declaration (1.6); review, analyze precedent, related materials re same (2.1); draft Alix confirmation declaration (3.3); review, analyze precedent, related materials re same (1.7); telephone conference with Y. Salloum re confirmation items (.2).
09/09/22	Nick Krislov	2.10	Review, revise declarations in support of confirmation (1.1); correspond with K&E team re same (.2); revise, update confirmation brief (.8).
09/09/22	Jose Elaine Lugo	2.20	Revise confirmation order (1.0); correspond with Z. Manning re same (.1); correspond with Akin team re same (.1); correspond with Freshfields team re same (.1); correspond with STB re same (.1); review, implement STB's edits to confirmation order (.4); correspond with Y. Salloum re same (.1); correspond with Z. Manning re equity issuance agreement (.1); correspond with Akin team re same (.2).
09/09/22	Zach R. Manning	1.20	Review, revise confirmation materials (.7); review, analyze related issues (.2); correspond with K&E team re same (.3).
09/09/22	Andrew Marshall	0.40	Review comments from S. Toth, K. Karnosh and T. Davis re issuance and distribution agreement.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/09/22	Jimmy Ryan	7.50	Telephone conference with Y. Salloum re confirmation brief (.2); review, analyze same (2.9); revise same (4.2); correspond with N. Krislov, K&E team re same (.2).
09/09/22	Yusuf Salloum	4.60	Conference with Company re emergence (.4); review, revise confirmation-related materials (2.9); review, analyze ABL Roll election and commitments (1.3).
09/09/22	Steve Toth	0.90	Revise contribution agreement.
09/09/22	Elizabeth Williams	3.50	Revise foreign guarantor proposal (1.5); correspond with Akin re same (.1); revise corporate ancillary documents (1.2); revise K&E opinion (.7).
09/10/22	Cara Katrinak	7.50	Research re confirmation declarations precedent (.9); correspond with Y. Salloum, K&E team re same (.2); revise Alix confirmation declaration (2.3); draft, revise Company confirmation declaration (2.5); review, analyze precedent re same (1.4); correspond with Y. Salloum, K&E team re same (.2).
09/10/22	Nick Krislov	2.80	Revise, update confirmation brief (2.4); correspond with K&E team re same (.4).
09/10/22	Yusuf Salloum	2.40	Review, revise declarations in support of confirmation.
09/11/22	Cara Katrinak	2.80	Revise Houlihan Lokey confirmation declaration (2.6); correspond with Z. Manning, Y. Salloum re same (.2).
09/11/22	Nick Krislov	6.80	Revise, update confirmation brief (4.4); correspond with K&E team re same (.5); research, analyze confirmation issues re same (1.9).
09/11/22	Zach R. Manning	0.80	Review, revise confirmation materials (.6); correspond with K&E team re same (.2).
09/11/22	Jimmy Ryan	1.70	Correspond with N. Krislov, K&E team re confirmation brief (.3); review, revise same (1.4).
09/11/22	Yusuf Salloum	2.50	Research re confirmation evidence (1.2); review, revise declarations re same (1.3).
09/12/22	Ben A. Barnes	0.80	Review draft declarations for Houlihan Lokey and Alix in support of confirmation.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/12/22	Jina Chung	2.10	Telephone conference with K&E team re intellectual property security agreement (.2); review, revise same (1.6); correspond with K&E team re same (.3).
09/12/22	Nicole L. Greenblatt, P.C.	0.70	Attention to confirmation issues and email updates.
09/12/22	Whitney Greer	0.80	Correspond with K&E team re exit financing foreign guarantor releases.
09/12/22	Cara Katrinak	3.90	Correspond with Houlihan Lokey, Alix, K&E teams re confirmation declarations (.2); revise same (.8); revise Company confirmation declaration (2.4); coordinate conference with Alix, K&E team re Alix confirmation declaration (.5).
09/12/22	Nick Krislov	3.70	Revise, update confirmation brief (2.2); correspond with K&E team re same (.4); research, analyze section 1129(a)(5) issue (.9); correspond with K&E team re same (.2).
09/12/22	Jimmy Ryan	3.80	Correspond with Y. Salloum, K&E team re confirmation brief (.7); review, revise same (1.1); research re same (2.0).
09/12/22	Yusuf Salloum	7.00	Review, revise confirmation declarations (.8); review, revise confirmation brief (2.1); research precedent re same (1.3); review, revise chapter 11 plan terms (.9); correspond with multiple parties re same (.5); review, revise plan supplement (.8); correspond with Company re same (.6).
09/12/22	Elizabeth Williams	5.00	Review, revise ancillary documents (1.5); correspond with Canadian counsel re same (.5); revise Kirkland opinion (1.5); review, analyze draft security agreement and provide comments re same (1.5).
09/13/22	Bill Arnault	0.90	Telephone conference with M. Brown, B. Barnes and K&E team re liquidation analysis (.2); review declarations in support of confirmation (.7).
09/13/22	Ben A. Barnes	1.20	Telephone conference with Alix team re confirmation issues (.3); review draft declaration of M. Brown and provide comments re same (.9).

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/13/22	Jina Chung	2.00	Review, revise opinion and lien release letter for closing (1.8); correspond with E. Williams re same (.1); coordinate review with specialist teams (.1).
09/13/22	Nicole L. Greenblatt, P.C.	0.50	Review updates on confirmation matters.
09/13/22	Whitney Greer	1.30	Correspond with K&E team re foreign collateral for exit financing (.5); revise closing checklists (.6); correspond with Canadian counsel re same (.2).
09/13/22	Erik Hepler	0.90	Review, analyze exit financing opinion.
09/13/22	Aseem Jha	1.90	Review, revise security agreement.
09/13/22	Cara Katrinak	2.30	Correspond with Alix team re confirmation declaration, financial projections (.2); analyze disclosure statement re same (.7); telephone conference with M. Brown, Alix team, Y. Salloum, K&E team re Alix confirmation declaration (.2); revise same (1.2).
09/13/22	Nick Krislov	1.00	Telephone conference with Alix re Alix declaration (.1); revise, update confirmation brief (.8); correspond with K&E team re same (.1).
09/13/22	Jose Elaine Lugo	2.20	Correspond with Y. Salloum re confirmation notice (.1); compile same (.1); correspond with Company re same (.1); correspond with Y. Salloum re injunction language (.1); review, analyze precedent re same (.4); correspond with Z. Manning re plan language (.1); review, analyze precedent re same (.7); correspond with J. Elkin re precedent prepacks (.1); correspond with Y. Salloum re confirmation order revisions (.1); revise same (.3); correspond with Akin team re same (.1).
09/13/22	Zach R. Manning	1.20	Review, analyze confirmation issues and related materials (.8); telephone conference and correspond with K&E team re same (.4).
09/13/22	Andrew Marshall	0.30	Review, analyze memoranda re stockholders' agreement.
09/13/22	Patrick J. Nash Jr., P.C.	0.30	Review status of documentation necessary to go effective.

Legal Services for the Period Ending September 28, 2022
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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/13/22	Yusuf Salloum	5.00	Review, analyze U.S. Trustee comments to chapter 11 plan (1.2); conference with K&E team re same (.5); research precedent re same (2.1); coordinate with K&E team and Akin re plan supplement filing (1.2).
09/13/22	Steve Toth	2.50	Review, analyze SHA (1.6); summarize SHA for Company questions (.9).
09/13/22	Elizabeth Williams	1.80	Review, analyze foreign guarantor proposal for closing (.3); review, analyze KYC requests (.3); review lien release letter and provide comments (.8); revise comments to pledge agreement (.4).
09/13/22	Lydia Yale	0.30	Research re precedent chapter 11 plans.
09/14/22	Bill Arnault	1.00	Review, revise declarations in support of confirmation.
09/14/22	Ben A. Barnes	1.10	Review confirmation declarations and provide comments re same.
09/14/22	Alessandra Corona Henriques	0.50	Telephone conference with K&E team, advisors re closing coordination.
09/14/22	Nicole L. Greenblatt, P.C.	1.00	Review and analyze update correspondence and attention to miscellaneous confirmation issues, including declarations.
09/14/22	Whitney Greer	0.30	Correspond with K&E team re release of foreign collateral.
09/14/22	Erik Hepler	1.20	Review, analyze intercreditor agreement.
09/14/22	Aseem Jha	0.80	Review, revise security agreement schedules and form of grant of security interest in IP.
09/14/22	Cara Katrinak	3.80	Revise Alix confirmation declaration (.7); correspond with Y. Salloum, K&E team re same (.2); research prepack precedent re same (1.3); revise Houlihan Lokey, Alix, Company confirmation declarations (1.1); correspond with Y. Salloum, N. Greenblatt re same (.2); revise Houlihan Lokey confirmation declaration (.3).
09/14/22	Nick Krislov	3.40	Revise, update confirmation declaration (.8); correspond with K&E team re same (.2); telephone conference with advisors re closing coordination (.1); compile, update plan supplement (1.9); correspond with K&E team re same (.4).

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/14/22	Jose Elaine Lugo	2.50	Correspond with Y. Salloum re plan release language (.1); review, analyze precedent re same (.5); correspond with Y. Salloum re exculpation language (.1); review, analyze precedent re same (.6); correspond with Y. Salloum re Mallinckrodt precedent (.3); research re same (.9).
09/14/22	Andrew Marshall	0.20	Telephone conference with ad hoc committee counsel re status update.
09/14/22	Patrick J. Nash Jr., P.C.	0.50	Review status of plan supplement documents in preparation of filing.
09/14/22	Yusuf Salloum	4.40	Conference with Akin team re confirmation (.4); review U.S. Trustee comments to chapter 11 plan (1.3); conference with Houlihan Lokey team re funds flow (.2); review, revise plan supplement filing (1.7); prepare for confirmation (.8).
09/14/22	Steve Toth	0.90	Review, analyze shareholders agreement (.4); summarize same (.5).
09/14/22	Elizabeth Williams	1.60	Coordinate with Canadian counsel re closing (.3); revise security agreement schedule (.4); correspond with Company re same (.2); summarize information re foreign guarantor proposal for lender counsel (.4); review, analyze changes to lien release letter (.3).
09/15/22	Sarah Bernardo	0.50	Participate in telephone conference with Carestream team re closing coordination.
09/15/22	Alessandra Corona Henriques	0.50	Telephone conference with K&E team, advisors re closing coordination.
09/15/22	Julia R. Foster	0.30	Research precedent re confirmation brief.
09/15/22	Whitney Greer	1.50	Correspond with K&E team re lien release letter and review by foreign counsel.
09/15/22	Jennifer Karinen	0.60	Participate in closing coordination call.
09/15/22	Katherine Karnosh	0.40	Telephone conference with K&E, Houlihan Lokey and Carestream teams re plan supplement filing, emergence matters.
09/15/22	Cara Katrinak	9.10	Revise Company confirmation declaration (2.9); review, analyze confirmation brief re same (2.7); review, analyze precedent declarations re same (2.8); correspond with Y. Salloum re same (.2); revise Houlihan Lokey confirmation declaration (.5).

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/15/22	Nick Krislov	4.30	Telephone conference with advisors re closing coordination (.4); revise, update confirmation brief (2.9); correspond with K&E team, advisors re same (1.0).
09/15/22	Jose Elaine Lugo	2.90	Correspond with Y. Salloum re confirmation order language (.1); review analyze precedent re same (1.2); draft chart re same (.8); correspond with Y. Salloum re prepack precedent (.1); compile same (.1); correspond with Y. Salloum re order language (.1); review, analyze precedent re same (.5).
09/15/22	Zach R. Manning	2.50	Telephone conference with K&E team, Company re confirmation and closing workstreams (.3); correspond with K&E team re same (.2); review, analyze related materials (.2); revise chapter 11 plan (1.1); review, analyze related materials and considerations (.7).
09/15/22	Andrew Marshall	0.50	Telephone conference with K&E team re closing coordination.
09/15/22	Chris Massie	0.50	Telephone conference with closing team re closing coordination.
09/15/22	Luis E. Moreau	1.50	Coordinate review of IP schedules, updated patent titles.
09/15/22	Jimmy Ryan	0.30	Correspond with Y. Salloum, K&E team re confirmation hearing presentation.
09/15/22	Yusuf Salloum	6.30	Conference with U.S. Trustee re chapter 11 plan comments (.8); review chapter 11 plan re same (1.7); conference with client re emergence (.4); review, revise declarations (2.1); prepare for confirmation (1.3).
09/15/22	Elizabeth Williams	1.40	Review, analyze insurance comments from lenders (.3); review, analyze IP comments to security agreement (.5); telephone conference with Akin re closing checklist (.4); revise Kirkland opinion (.2).
09/16/22	Jina Chung	2.00	Telephone conference with E. Williams and Akin re closing checklist (.4); correspond with K&E team re same (.2); revise same (.7); review, revise schedules (.7).
09/16/22	Alessandra Corona Henriques	1.50	Review and revise confirmation brief.
09/16/22	Erik Hepler	0.10	Correspond with J. Chung re intercreditor comments.

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09/16/22	Jennifer Karinen	1.50	Revise confirmation brief.
09/16/22	Cara Katrinak	1.80	Review, revise Company confirmation declaration (1.6); correspond with S. Rosa, K&E team re same (.2).
09/16/22	Nick Krislov	2.40	Revise, update confirmation brief (1.2); review, analyze updates to declaration (.4); correspond with K&E team re same (.3); draft amended plan supplement (.4); correspond with K&E team re same (.1).
09/16/22	Zach R. Manning	0.20	Revise chapter 11 plan (.1); correspond with Y. Salloum re same (.1).
09/16/22	Patrick J. Nash Jr., P.C.	0.40	Review open issues necessary for plan effective date.
09/16/22	Nick Niles	1.00	Review, revise transaction documents.
09/16/22	Yusuf Salloum	4.40	Review, revise declaration (1.2); review, revise chapter 11 plan, order (1.6); review precedent re same (.8); review board materials (.8).
09/16/22	Steve Toth	0.60	Review, analyze revised indemnification agreement.
09/16/22	Andrew Townsell	0.80	Correspond with K&E team re confirmation (.5); analyze issues re same (.3).
09/16/22	Elizabeth Williams	3.30	Revise closing checklists (.8); correspond with Akin re same (.8); revise credit agreement schedules (.7); revise security agreement schedules (.5); correspond with K&E team re insurance deliverables (.5).
09/17/22	Jina Chung	0.50	Review, revise opinion.
09/17/22	Nicole L. Greenblatt, P.C.	0.50	Conference and correspond re confirmation and closing issues.
09/17/22	Jose Elaine Lugo	2.60	Correspond with Z. Manning re confirmation order (.1); review, revise same (1.2); telephone conference with Z. Manning re cash management language (.2); review, revise confirmation order (.9); correspond with Akin, STB and Freshfields re same (.2).
09/17/22	Zach R. Manning	1.90	Review, revise plan and confirmation order.
09/17/22	Yusuf Salloum	1.40	Review, revise confirmation order.
09/18/22	Elizabeth Williams	0.80	Revise security agreement schedules.
09/19/22	Bryan D. Flannery	0.30	Telephone conference with K&E team re closing coordination.

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<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/19/22	Nicole L. Greenblatt, P.C.	1.00	Update telephone conference with K&E team re closing issues (.5); conference with PSZJ re hearing matters (.5).
09/19/22	Whitney Greer	2.30	Correspond with K&E team re payoff of foreign collateral for closing (1.3); prepare for and participate in telephone conference with W. Boone re status of payoff workstream (.2); revise solvency certificate (.1); correspond with Akin re same (.7).
09/19/22	Cara Katrinak	3.30	Revise Houlihan Lokey confirmation declaration (.4); correspond with Y. Salloum re same (.2); review, analyze precedent declarations re feasibility (1.1); revise Alix confirmation declaration (.4); review, analyze precedent re same (1.2).
09/19/22	Weston Boone Kowert	6.40	Coordinate with W. Greer re status for foreign counsels (.8); correspond with foreign counsels re lien release process (2.4); review, revise schedule for agreed security principles (.9); review, revise list of guarantors exclusions (.8); correspond with Akin re same (.2); review, revise payoff documentation (.4); correspond with Freshfields re drafting payoff docs and working with lender's side foreign counsel (.9).
09/19/22	Jose Elaine Lugo	0.70	Correspond with Z. Manning re confirmation order (.1); revise same (.4); correspond with Y Salloum re same (.1); correspond with Duane Morris re same (.1).
09/19/22	Jose Elaine Lugo	1.00	Correspond with Alix re KYC information (.2); correspond with E. Jones re same (.1); review same (.4); correspond with Citi re same (.2); correspond with Y. Salloum re same (.1).
09/19/22	Chris Massie	0.50	Telephone conference with K&E team re closing documents.
09/19/22	Luis E. Moreau	1.50	Review, analyze IP schedules re ABL security agreement.
09/19/22	Joshua Robles	5.50	Prepare signature pages (4.3); correspond with K&E team re same (.6); correspond with S. Rosa re same (.6).

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09/19/22	Henry Rosas	1.50	Conference with E. Williams re status of transaction (.3); revise credit closing documents (.3); conference with J. Robles re preparation of signature pages (.6); proofread documents (.3).
09/19/22	Jimmy Ryan	0.50	Correspond with N. Krislov, K&E team re confirmation brief (.1); review, revise same (.4).
09/19/22	Yusuf Salloum	5.40	Review, revise plan, confirmation order (1.6); research precedent re indemnification agreements (2.1); conference with Akin team re same (.4); coordinate with multiple parties re emergence (1.3).
09/19/22	Steve Toth	0.50	Correspond with K&E team and Akin re indemnification matters.
09/19/22	Elizabeth Williams	1.00	Coordinate company signature pages (.3); revise closing checklists (.4); review revised security agreement t (.3).
09/20/22	Jina Chung	4.50	Telephone conference with L. Bell, K&E team re closing financing documents (.5); draft signature pages (2.4); draft ancillary documents (1.3); correspond with K&E team and STB team re lien releases (.3).
09/20/22	Trevor Eck	3.40	Correspond with J. Ryan re required revisions to confirmation brief (.1); revise confirmation brief (3.3).
09/20/22	Whitney Greer	0.40	Telephone conference with K&E team re financing checklist.
09/20/22	Aseem Jha	1.00	Review, revise disclosure schedule (.7); review, analyze pledge and security agreement for closing (.3).
09/20/22	Elizabeth Helen Jones	0.30	Correspond with J. Lugo re professional fee escrow agreement.
09/20/22	Cara Katrinak	4.20	Revise Houlihan Lokey confirmation declaration (.4); revise Company confirmation declaration (3.8).
09/20/22	Nick Krislov	2.30	Revise, update plan supplement (1.2); review, analyze precedent re same (.6); correspond and telephone conference with K&E team re same (.5).

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09/20/22	Jose Elaine Lugo	1.00	Telephone conference with Y. Salloum re U.S. Trustee plan language (.2); review precedent re same (.2); correspond with Y. Salloum re same (.2); correspond with Y. Salloum re confirmation order language (.1); revise same (.2); correspond with Gallagher Evelius & Jones re same (.1).
09/20/22	Jose Elaine Lugo	0.50	Correspond with Citi re KYC information (.1); review same (.3); correspond with E. Jones re same (.1).
09/20/22	Zach R. Manning	0.20	Correspond with K&E team, Houlihan Lokey re plan and confirmation matters.
09/20/22	Andrew Marshall	0.20	Correspond with Y. Salloum re finalizing corporate documents.
09/20/22	Tim Nolan	0.30	Review and analyze Investment Company Act opinion diligence.
09/20/22	Jimmy Ryan	2.20	Correspond with Y. Salloum, K&E team re confirmation brief (.4); telephone conference with Y. Salloum and K&E team re same (.2); office conference with Y. Salloum and K&E team re same (.4); review, confirmation brief (1.2).
09/20/22	Yusuf Salloum	7.60	Review, revise chapter 11 plan (1.4); research precedent re same (1.6); conference with R. Bentley re same (.2); review, revise confirmation pleadings (2.1); review, revise plan supplement (.7); research precedent re same (1.2); review, revise closing checklist (.4).
09/20/22	Elizabeth Williams	4.40	Review, revise agent fee letters for closing (.6); review, analyze revised ancillary documents (.4); review, analyze draft ancillary documents for term loan and provide comments (.7); review, analyze revised draft security agreement and provide comments (1.3); compile open Company items for Carestream review (.6); review, analyze revised draft of lien release acknowledgment (.8).
09/20/22	Lydia Yale	0.10	Research re precedent confirmation hearing transcripts.
09/21/22	Bernadette Coppola	0.20	Correspond with K&E team re intellectual property schedules.

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09/21/22	Alessandra Corona Henriques	0.50	Telephone conference with K&E team, advisors re closing coordination.
09/21/22	Owen Dwyer	4.20	Review, analyze stock certificates to ensure accuracy of document inventory.
09/21/22	Trevor Eck	3.60	Revise confirmation brief.
09/21/22	Julia R. Foster	0.80	Correspond with Y. Salloum re confirmation hearing (.5); telephone conference with K&E team re closing coordination (.3).
09/21/22	Elizabeth Helen Jones	0.40	Telephone conference re closing matters.
09/21/22	Cara Katrinak	1.60	Draft response re Alix confirmation inquiry (.4); correspond with Y. Salloum, K&E team re same (.3); revise Alix confirmation declaration (.6); telephone conference with Y. Salloum, K&E team, Akin team re closing coordination (.3).
09/21/22	Weston Boone Kowert	5.50	Conference with Freshfields re payoff documentation in preparation for closing (.5); review, revise payoff documentation (1.5); conference with foreign counsels re completing security release documentation (2.1); review, revise mortgage releases (1.4).
09/21/22	Nick Krislov	1.90	Revise, update plan supplement (1.2); correspond with K&E team re same (.4); telephone conference with K&E team re closing coordination (.3).
09/21/22	Jose Elaine Lugo	0.50	Revise confirmation order (.2); correspond with Brown & Connery re same (.1); correspond with STB re confirmation order (.1); correspond with Akin re amended plan (.1); correspond with Y. Salloum re same.
09/21/22	Jose Elaine Lugo	0.60	Revise incumbency agreement (.5); correspond with E. Jones re same (.1).
09/21/22	Anna Makowski	3.50	Review, compile stock certificates (2.9); draft stock certificate tracker (.6).
09/21/22	Chris Massie	4.50	Review, revise agreed securities principles (2.8); draft certificates (1.1); correspond with Company re same (.6).
09/21/22	Luis E. Moreau	3.00	Review, analyze patent title names (1.1); review, analyze IP schedules (1.1); review, analyze unreleased security interest (.8).
09/21/22	Joshua Robles	1.50	Revise signature pages (1.1); correspond with K&E team re same (.4).

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09/21/22	Jimmy Ryan	3.70	Correspond with Y. Salloum, K&E team and Akin team re confirmation brief (.8); review, revise same (.1); draft combined hearing presentation (2.8).
09/21/22	Yusuf Salloum	6.10	Review, revise chapter 11 plan (1.2); review, revise confirmation related pleadings (3.7); conference with Akin team re same (.4); correspond with multiple parties re same (.8).
09/21/22	Steve Toth	0.10	Telephone conference with Akin and K&E team re closing checklist.
09/21/22	Elizabeth Williams	0.90	Revise Kirkland opinion (.3); review, analyze insurance deliverables (.6).
09/22/22	Sarah Bernardo	0.50	Participate in telephone conference with Carestream team re closing coordination.
09/22/22	Jina Chung	6.00	Telephone conference with C. Katrinak and K&E team re closing coordination (.5); participate in telephone conference with M. Lewis, STB team, K&E team, Freshfields team and Akin team re same (.5); participate in telephone conference with M. Lewis, STB team and K&E team re closing deliverables (.5); review and revise closing documents (3.5); review and revise ancillary documents (1.0).
09/22/22	Alessandra Corona Henriques	0.50	Telephone conference with K&E team, advisors re closing coordination.
09/22/22	Thomas James Dobleman Jr.	2.00	Telephone conference with K&E team re case status (.2); review, revise closing documentation (.9); telephone conference with K&E team re closing checklist (.5); telephone conference with lender counsel re closing (.4).
09/22/22	Owen Dwyer	1.20	Review, analyze stock certificates to ensure accuracy of document inventory.
09/22/22	Bryan D. Flannery	0.60	Prepare for and attend closing coordination telephone conference.
09/22/22	Erik Hepler	0.20	Review, analyze intercreditor comments.
09/22/22	Rob Jannusch	0.30	Conference with A. Marshall re draft A&R certificate of incorporation for Carestream Health Holdings Inc.
09/22/22	Elizabeth Helen Jones	0.30	Telephone conference re closing matters.
09/22/22	Jennifer Karinen	0.50	Correspond with K&E team re emergence related matters.

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09/22/22	Cara Katrinak	4.70	Correspond with Y. Salloum re Company confirmation declaration (.2); revise same (3.9); telephone conference with Y. Salloum, K&E team, Company team re closing checklist (.6).
09/22/22	Weston Boone Kowert	2.00	Coordinate with foreign counsels re closing (.5); coordinate drafting of IP release documents (.3); coordinate finalization of loan parties list (.5); review, revise mortgage releases (.7).
09/22/22	Nick Krislov	4.70	Telephone conference with K&E team re closing (.5); revise, update plan supplement (2.8); correspond with K&E team, advisors, Akin, local counsel re same (.8); finalize same (.6).
09/22/22	Jose Elaine Lugo	0.70	Correspond with Y. Salloum re parties' revisions to confirmation order (.1); research re same (.3); correspond with A. Townsell re same (.1); review, revise confirmation order (.1); correspond with Y. Salloum re provision in confirmation order (.1).
09/22/22	Zach R. Manning	0.20	Review, analyze confirmation materials and considerations.
09/22/22	Andrew Marshall	1.40	Telephone conference with K&E team re closing (.5); draft signature pages (.5); review organizational documentation (.3); conference with R. Jannusch re filing certificate of merger (.1).
09/22/22	Chris Massie	2.50	Review, revise ASPs (1.5); draft certificates (.4); telephone conference with K&E team (.6).
09/22/22	Luis E. Moreau	1.00	Review, analyze unreleased liens (.6); draft list re same (.4).
09/22/22	Joshua Robles	2.50	Correspond with K&E team re stock powers (.4); draft stock powers for applicable entities (2.1).
09/22/22	Jimmy Ryan	1.00	Correspond with Y. Salloum, K&E team re confirmation brief (.5); review, revise same (.5).
09/22/22	Yusuf Salloum	9.40	Review, revise confirmation related documentation (3.2); review, revise order re same (2.5); prepare for emergence (3.7).

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09/22/22	Jennifer Sheehan	0.30	Correspond with W. Kowert re mortgage releases.
09/22/22	Steve Toth	0.30	Telephone conference with Company, K&E team and Houlihan Lokey re closing checklist matters.
09/22/22	Elizabeth Williams	7.50	Review signature page packets and provide comments (.8); draft security agreement issues list (1.6); correspond with lender counsels re same (.2); correspond with lender's counsel re open security agreement and intercreditor points (1.1); revise security agreement (1.8); revise patent collateral schedules (2.0).
09/23/22	Layton Bell	6.80	Finalize credit agreements and security documents (4.1); review ancillary documents (2.7).
09/23/22	Jina Chung	2.60	Telephone conference with Y. Salloum and K&E team re agent distributions (.5); review and revise possessory collateral chart (.2); review and revise credit agreement and security agreement schedules (1.9).
09/23/22	Bernadette Coppola	0.70	Review, analyze comments to security agreement (.2); draft revisions re same (.4); correspond with K&E team re same (.1).
09/23/22	Alessandra Corona Henriques	0.50	Telephone conference with K&E team, advisors re agent distributions.
09/23/22	Rob Jannusch	1.00	Revise A&R certificate of incorporation for Carestream Health Holdings Inc. (.7); correspond with A. Marshall and S. Toth re same (.3).
09/23/22	Jennifer Karinen	0.90	Correspond with K&E team re transfer agency related matters (.2); correspond with K&E team re agent distributions (.7).
09/23/22	Cara Katrinak	5.30	Revise Company confirmation declaration (3.2); review, analyze brief re same (2.1).
09/23/22	Weston Boone Kowert	2.30	Coordinate review of payoff documentation by foreign counsels for closing.
09/23/22	Nick Krislov	3.60	Revise, update confirmation order (1.6); correspond with Y. Salloum re same (.4); revise, update plan supplement (1.3); correspond with K&E team re same (.3).

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09/23/22	Jose Elaine Lugo	0.50	Correspond with Y. Salloum re release language (.1); review chapter 11 plan re same (.2); compile same (.1); revise same (.1).
09/23/22	Andrew Marshall	0.50	Correspond with K&E team re upcoming amended and restated certificate of incorporation filing.
09/23/22	Chris Massie	2.00	Coordinate payoff documents.
09/23/22	Patrick J. Nash Jr., P.C.	0.50	Review correspondence from PBGC re plan of reorganization (.1); review revised documents in preparation of plan effective date (.4).
09/23/22	Joshua Robles	1.50	Correspond with K&E team re stock powers (.3); prepare same (1.2).
09/23/22	Henry Rosas	1.00	Conference with E. Williams re status of transaction (.2); revise credit closing documents (.2); update schedules (.2); review documents (.4).
09/23/22	Jimmy Ryan	0.40	Correspond with Y. Salloum, K&E team and Akin team re confirmation brief (.2); review, revise same (.2).
09/23/22	Yusuf Salloum	8.60	Finalize, file chapter 11 plan (3.7); review, revise confirmation order (1.4); review, revise plan supplement (.8); review, revise confirmation related documentation (2.7).
09/23/22	Jennifer Sheehan	0.50	Correspond with W. Kowert re mortgage releases for closing.
09/23/22	Steve Toth	0.30	Analyze closing checklist and respond to related correspondence.
09/23/22	Elizabeth Williams	2.80	Revise security agreement schedules (.8); correspond with Company and K&E team re copyright requirements (.5); review, analyze insurance deliverables (.5); revise security agreement (1.0).
09/24/22	Layton Bell	3.30	Review, analyze ancillary documents, intercreditor and security documents.
09/24/22	Jina Chung	2.50	Review, revise security agreement schedules (1.5); review, revise signature pages (1.0).
09/24/22	Nick Krislov	3.90	Revise, update plan supplement (1.2); correspond with Akin, K&E team, local counsel re same (.5); revise, update confirmation order (1.2); finalize same (.6); correspond with K&E team re same (.4).
09/24/22	Patrick J. Nash Jr., P.C.	0.50	Prepare for plan effective date.

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09/24/22	Jimmy Ryan	1.30	Review, revise confirmation brief (1.2); correspond with Y. Salloum, K&E team re same (.1).
09/24/22	Yusuf Salloum	3.40	Review, revise, plan supplement, confirmation order (2.8); coordinate filing re same (.6).
09/24/22	Steve Toth	0.40	Analyze indemnification and paying agreement.
09/24/22	Elizabeth Williams	3.00	Revise security agreement (1.2); revise schedules (1.0); revise post-closing schedule (.8).
09/25/22	Layton Bell	2.00	Review, analyze intercreditor and security agreement.
09/25/22	Jina Chung	7.00	Review, revise signature pages (3.5); correspond with K&E team re same (1.0); review, revise stock powers and possessory collateral chart (2.5).
09/25/22	Bernadette Coppola	0.20	Correspond with K&E team re revisions to security agreement.
09/25/22	Julia R. Foster	0.30	Draft motion to exceed page limit re confirmation brief.
09/25/22	Cara Katrinak	6.20	Revise Company confirmation declaration (3.4); analyze brief re same (1.2); revise Houlihan Lokey confirmation declaration (1.1); correspond with Y. Salloum, K&E team re same (.5).
09/25/22	Jose Elaine Lugo	1.30	Correspond with Y. Salloum re release language (.1); review precedent re same (.3); draft chart re same (.3); research re parties for agenda (.2); correspond with A. Townsell re same (.2); correspond with Y. Salloum re same (.2).
09/25/22	Joshua Robles	3.20	Review UCC-3 drafts.
09/25/22	Jimmy Ryan	2.40	Correspond with Y. Salloum, K&E team re confirmation brief (.1); review, revise same (1.8); review, revise motion to waive requirement for page limit in confirmation brief (.3).; correspond with Y. Salloum, K&E team and PSZJ team re same (.2).
09/25/22	Yusuf Salloum	6.50	Review, revise confirmation brief (3.7); review, revise related declarations (2.8).
09/25/22	Jennifer Sheehan	0.40	Correspond with K&E team re mortgage releases.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/25/22	Elizabeth Williams	2.00	Review, analyze draft IP security agreements and prepare comments (.8); draft schedules for Canadian security agreement (.7); revise security agreement (.5).
09/26/22	Layton Bell	5.90	Telephone conferences with K&E team re closing documents (.5); telephone conferences with Company re same (.4); review ancillary documentation (3.0); revise draft security agreement (2.0).
09/26/22	Jina Chung	3.80	Telephone conference with E. Williams and K&E team re closing deliverables (.5); review and revise schedules (1.4); prepare signature pages for local counsel documents (1.5); review, revise possessory collateral chart (.4).
09/26/22	Bernadette Coppola	0.30	Review copyright security interests (.2); correspond with K&E team re same (.1).
09/26/22	Thomas James Dobleman Jr.	1.50	Telephone conference with K&E team re closing items (.4); review financing closing documentation (.8); correspond re same (.3).
09/26/22	Trevor Eck	5.90	Correspond with J. Ryan re plan confirmation hearing action items (.1); draft talking points for upcoming plan confirmation hearing (3.6); revise plan confirmation hearing presentation (1.4); revise plan confirmation hearing talking points (.8).
09/26/22	Nicole L. Greenblatt, P.C.	1.50	Prepare for confirmation and review related pleadings.
09/26/22	Rob Jannusch	1.00	Correspond with N. Bulleri re pre-clearance of draft A&R certificate of incorporation (.2); compile DE pre-clearance evidence (.2); revise draft DE certificate of A&R certificate of incorporation (.3); correspond with A. Marshall and S. Toth re same (.3).
09/26/22	Cara Katrinak	3.70	Correspond with Houlihan Lokey team re confirmation declaration (.2); correspond with Y. Salloum re same, Company, Alix confirmation declarations (.4); coordinate filing re same (1.1); coordinate invite re emergence conference (.8); assist with preparation for confirmation hearing (1.2).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/26/22	Weston Boone Kowert	7.40	Review, revise mortgage releases (1.8); review, revise foreign release documents and coordinate drafting and fee estimate with foreign counsels (2.4); draft, review and revise signature page packet (1.8); draft, review and revise security agreement (1.4).
09/26/22	Nick Krislov	1.70	Revise, update confirmation declaration (.5); revise, update confirmation order (1.0); correspond with K&E team re same (.2).
09/26/22	Andrew Marshall	0.60	Review director indemnification letter (.2); draft correspondence to Y. Salloum re same (.1); review signature packets (.2); correspond with Company re same (.1).
09/26/22	Chris Massie	1.00	Review, revise certificates (.5); telephone conference with K&E team re same (.3); correspond with Company re mortgaged properties (.2).
09/26/22	Luis E. Moreau	2.00	Correspond with U.S. Copyright Office re unreleased liens (.5); search and compare tables and schedules (.5); identify released liens and other relevant information (.5); follow up questions re same (.5).
09/26/22	Patrick J. Nash Jr., P.C.	0.70	Review issues necessary to going effective September 30.
09/26/22	Tim Nolan	0.80	Attention to Investment Company Act opinion diligence.
09/26/22	Henry Rosas	1.50	Conference with E. Williams and J. Chung re status of transaction (.2); revise credit closing documents (.6); update schedules (.3); proofread documents (.4).
09/26/22	Jimmy Ryan	1.70	Correspond with Y. Salloum, K&E team re confirmation brief (.1); review, revise same (.3); correspond with T. Eck, K&E team re confirmation hearing talking points (.3); telephone conference with T. Eck and K&E team re same (.2); review, revise same (.4); correspond with T. Eck, K&E team re combined hearing presentation (.3); review, revise same (.1).
09/26/22	Yusuf Salloum	10.30	Finalize and file confirmation brief (3.8); finalize and file confirmation declarations (3.1); prepare for confirmation hearing (3.4).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/26/22	Jennifer Sheehan	0.50	Correspond with title company re mortgage releases (.3); correspond with K&E team re same (.2).
09/26/22	Elizabeth Williams	9.00	Revise ancillary transaction documents (1.5); revise signature page packets (2.0); revise fee letter (.5); revise security agreement (.5); revise form of IP security agreement (.5); respond to open copyright information questions (1.0); review revised stock certificates (1.0); review copyright and trademark assignment agreements from Eastman Kodak (.5); coordinate Company responses to remaining schedule questions (.5); revise support certificates (.5); revise Kirkland opinions (.5).
09/27/22	Bill Arnault	0.60	Review, revise witness and exhibit list for confirmation hearing (.2); telephone conference with Company re same (.1); prepare for same (.3).
09/27/22	Layton Bell	9.10	Review, revise closing documents (4.1); telephone conferences with K&E team re same (1.4); review, analyze open issues ahead of closing (3.6).
09/27/22	Jina Chung	2.70	Review, revise checklists (1.1); prepare execution versions (1.6).
09/27/22	Bernadette Coppola	0.10	Correspond with K&E team re lien releases.
09/27/22	Thomas James Dobleman Jr.	1.20	Review, revise exit financing documentation (1.0); correspond with K&E team re same (.2).
09/27/22	Trevor Eck	1.40	Telephone conference with J. Ryan re confirmation hearing talking points (.2); revise confirmation hearing talking points (1.2).
09/27/22	Julia R. Foster	0.20	Research precedent re confirmation hearing transcripts.
09/27/22	Nicole L. Greenblatt, P.C.	3.00	Review filing resolutions (.4); review open items re closing (2.3); conference with Y. Salloum re hearing presentation for confirmation (.3).
09/27/22	Elizabeth Helen Jones	1.40	Revise professional fee escrow agreement (.8); prepare final professional fee escrow agreement (.6).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/27/22	Jennifer Karinen	0.90	Correspond with K&E team re equity designation (.3); correspond with K&E team re emergence deliverables (.4); correspond with K&E team re transfer agency (.2).
09/27/22	Cara Katrinak	1.70	Analyze amended plan (.6); draft table re changes to same (1.1).
09/27/22	Weston Boone Kowert	6.30	Review, revise mortgage releases (4.0); review, revise foreign release document (1.0) coordinate drafting with foreign counsels (.3); draft, review, revise signature page packet (.6); review, revise PPSAs (.4).
09/27/22	Nick Krislov	1.90	Revise, update confirmation order (1.0); correspond with K&E team re same (.2); coordinate re filing, service (.4); correspond with K&E team re same (.3).
09/27/22	David P. Liebowitz	2.00	Review, analyze real property release matters (.6); locate trustees (.4); assist with coordinating filings (.2); revise releases (.3); research public trustee (.5).
09/27/22	Andrew Marshall	0.70	Draft and review memoranda re signature pages (.3); review, revise same (.4).
09/27/22	Chris Massie	2.50	Review revised certificates (.5); telephone conference with K&E team re insurance (1.0); correspond with Company re mortgaged properties (1.0).
09/27/22	Patrick J. Nash Jr., P.C.	0.30	Assist team in preparation for confirmation hearing.
09/27/22	Joshua Robles	0.50	Telephone conference with H. Rosas re signature pages (.1); revise same (.4).
09/27/22	Jimmy Ryan	0.40	Correspond with Y. Salloum, K&E team re confirmation hearing presentation (.2); telephone conference with Y. Salloum and K&E team re same (.2).
09/27/22	Yusuf Salloum	9.00	Prepare for confirmation (3.8); research re same (2.4); coordinate with multiple parties re emergence workstreams (2.8).
09/27/22	Jennifer Sheehan	0.50	Correspond with K&E team re mortgage releases.
09/27/22	Elizabeth Williams	7.30	Revise signature page packets (3.1); correspond with Company re same (.2); review, revise release documents (2.0); revise ancillary security documents (2.0).
09/28/22	Layton Bell	8.50	Review, revise closing documents.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/28/22	Jina Chung	3.00	Telephone conference with M. Lewis, STB team, K&E team and Canadian local counsel teams (.5); correspond with K&E team (.4); review and revise executed documents (2.1).
09/28/22	Thomas James Dobleman Jr.	0.90	Review, analyze exit financing documentation (.7); correspond re same (.2).
09/28/22	Trevor Eck	0.90	Draft preparation and reference materials re plan confirmation hearing.
09/28/22	Nicole L. Greenblatt, P.C.	2.50	Confirmation hearing preparation and participate in same (.5); follow up issues re resolutions for closing financings (2.0).
09/28/22	Cara Katrinak	1.50	Revise amended plan changes table (1.0); coordinate closing coordination conference with Company, Houlihan Lokey, K&E teams (.5).
09/28/22	Weston Boone Kowert	7.10	Review, revise mortgage releases (1.3); review, revise NY law payoff documents (2.1); review, revise foreign release documents (1.2); coordinate drafting with foreign counsels (1.4); coordinate billing and fee information with foreign counsels (1.1).
09/28/22	Nick Krislov	1.40	Coordinate with local counsel ahead of confirmation hearing re revised order (.4); revise, update confirmation order post-hearing (.6); correspond with K&E team re same (.2); finalize same re filing (.2).
09/28/22	David P. Liebowitz	0.80	Review, analyze real property release matters, including coordination of releases.
09/28/22	Jose Elaine Lugo	0.50	Revise confirmation order (.3); correspond with Y. Salloum re same (.1); correspond with N. Krislov re same (.1).
09/28/22	Jose Elaine Lugo	1.90	Correspond with E. Jones re escrow documents (.3); compile same (.3); correspond with Citi re same (.2); correspond with HL re U.S. Trustee comments to retention application and W-9 (.2); correspond with Company re escrow documentation (.2); correspond with AlixPartners re professional fees (.2); correspond with Company re same (.4); telephone conference with Y. Salloum re same (.1).

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Disclosure Statement, Plan, Confirmation

Invoice Number: 1010140574
 Matter Number: 14486-15

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/28/22	Andrew Marshall	0.50	Review, analyze emergence equity designation letter draft (.2); correspond with P. Wright re emergence day mechanics (.1); review document management system re same (.2).
09/28/22	Chris Massie	1.50	Review, revise release documents (1.0); correspond with foreign counsels and K&E team re same (.5).
09/28/22	Chris Massie	2.70	Correspond with K&E team re closing matters (1.0); compile closing documents (1.7).
09/28/22	Patrick J. Nash Jr., P.C.	0.40	Review closing checklist in preparation for going effective.
09/28/22	Joshua Robles	0.50	Review UCC-3 termination drafts.
09/28/22	Henry Rosas	1.00	Correspond with E. Williams and J. Chung re status of transaction (.2); revise credit closing documents (.2); revise schedules (.2); prepare stock certificate (.2); proofread documents (.2).
09/28/22	Jimmy Ryan	0.50	Correspond with Y. Salloum, K&E team re confirmation hearing research (.1); research re same (.4).
09/28/22	Yusuf Salloum	9.50	Prepare for confirmation (3.6); research precedent re same (2.1); coordinate with Company re emergence related workstreams (3.8).
09/28/22	Jennifer Sheehan	0.30	Correspond with K&E team re mortgage releases.
09/28/22	Elizabeth Williams	5.50	Review, revise release documents (2.0); review, analyze revised insurance certificates (.8); revise resolutions per discussion with Company (.7); review, revise post-closing schedule (.5); review, analyze revised security agreements (.5); telephone conference with lender counsels re checklist (1.0).
Total		719.20	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140575

Client Matter: 14486-16

In the Matter of K&E Retention and Fee Matters

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 46,032.00

Total legal services rendered

\$ 46,032.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 K&E Retention and Fee Matters

Invoice Number: 1010140575
 Matter Number: 14486-16

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Michael Y. Chan	8.00	330.00	2,640.00
Marta Dudyan	13.50	285.00	3,847.50
Julia R. Foster	0.50	405.00	202.50
Susan D. Golden	0.80	1,315.00	1,052.00
Nicole L. Greenblatt, P.C.	0.50	1,845.00	922.50
Chad J. Husnick, P.C.	0.60	1,845.00	1,107.00
Nick Krislov	13.00	1,115.00	14,495.00
Jose Elaine Lugo	3.40	795.00	2,703.00
Zach R. Manning	5.80	1,115.00	6,467.00
Patrick J. Nash Jr., P.C.	1.50	1,845.00	2,767.50
Yusuf Salloum	8.40	1,170.00	9,828.00
TOTALS	56.00		\$ 46,032.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 K&E Retention and Fee Matters

Invoice Number: 1010140575
 Matter Number: 14486-16

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/23/22	Michael Y. Chan	2.00	Draft schedules re K&E retention declaration.
08/23/22	Marta Dudyan	3.00	Draft schedules re K&E retention for declaration.
08/23/22	Nick Krislov	2.70	Coordinate re retention issues (.6); review, analyze retention reports (1.8); correspond with K&E team re same (.3).
08/24/22	Nick Krislov	0.60	Coordinate re disclosures re retention (.4); correspond with K&E team re same (.2).
08/25/22	Nick Krislov	1.40	Coordinate K&E retention matters (.3); review, analyze retention reports (.7); compile re same (.4).
08/25/22	Zach R. Manning	0.50	Correspond with K&E team re post-petition timekeeping and related matters.
08/25/22	Yusuf Salloum	1.00	Review retention application materials.
08/26/22	Nicole L. Greenblatt, P.C.	0.50	Review and address correspondence re retention issues.
08/26/22	Nick Krislov	1.20	Correspond and telephone conference with K&E team re retention (.4); revise, update disclosures (.5); review, analyze connection reports (.3).
08/27/22	Zach R. Manning	1.40	Draft K&E retention application (.8); review, analyze related materials (.6).
08/28/22	Yusuf Salloum	1.20	Review, revise K&E retention application.
08/29/22	Michael Y. Chan	0.50	Review conflicts.
08/29/22	Zach R. Manning	1.40	Correspond with K&E team re retention matters (.4); review, analyze related materials (.7); review, revise retention papers (.3).
08/29/22	Yusuf Salloum	1.30	Review, revise fee application, budget and staffing memorandum.
08/30/22	Marta Dudyan	5.50	Organize and prepare parties for conflicts searching for creditors/entities submitted (.7); research for creditors/entities submitted (2.2); analyze disclosure of creditors/entities submitted (2.6).
08/30/22	Julia R. Foster	0.50	Draft K&E budget and staffing memorandum.
08/30/22	Nick Krislov	0.80	Coordinate re parties in interest list (.3); review, analyze schedules, connection reports (.4); correspond with K&E team re same (.1).
08/30/22	Zach R. Manning	0.40	Review, revise K&E retention papers.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 K&E Retention and Fee Matters

Invoice Number: 1010140575
 Matter Number: 14486-16

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/30/22	Yusuf Salloum	1.20	Review, revise K&E retention application, budget and staffing memorandum.
08/31/22	Michael Y. Chan	2.00	Organize and prepare parties for conflicts searching for creditors/entities (.4); analyze disclosure of creditors/entities (1.1); draft schedules 1 & 2 for declaration (.5).
08/31/22	Nick Krislov	0.30	Coordinate re retention matters.
08/31/22	Zach R. Manning	0.30	Correspond with K&E team re retention matters.
09/01/22	Susan D. Golden	0.80	Review, revise K&E retention application (.6); telephone conference with Z. Manning re same (.2).
09/01/22	Nick Krislov	0.40	Coordinate re retention matters.
09/01/22	Jose Elaine Lugo	1.30	Correspond with Y. Salloum re budget and staffing memorandum (.1); draft same (1.2).
09/01/22	Zach R. Manning	0.20	Correspond with K&E team re K&E retention application and related matters.
09/01/22	Yusuf Salloum	1.70	Review, revise budget and staffing memorandum.
09/02/22	Michael Y. Chan	1.50	Organize and prepare parties for connections searching for creditors/entities.
09/02/22	Marta Dudyan	5.00	Organize and prepare parties for conflicts searching for creditors/entities submitted (2.5); analyze parent company research for creditors/entities submitted (2.5).
09/02/22	Nick Krislov	1.60	Review, analyze connection reports (.9); correspond with K&E team re same (.2); coordinate re retention disclosures (.3); revise, update parties in interest list (.2).
09/02/22	Zach R. Manning	0.30	Review, revise K&E retention application; correspond with K&E team re same.
09/02/22	Yusuf Salloum	1.20	Finalize K&E retention application.
09/06/22	Michael Y. Chan	2.00	Organize and prepare parties for conflicts searching for creditors/entities (.5); analyze disclosure of creditors/entities (.7); draft schedules 1 & 2 for declaration (.8).
09/06/22	Nick Krislov	2.10	Coordinate re connection reports (.3); review, analyze same (.8); telephone conference and correspond with K&E team re same (.4); review, analyze schedules re retention (.6).
09/07/22	Yusuf Salloum	0.80	Review, revise budget and staffing memorandum.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 K&E Retention and Fee Matters

Invoice Number: 1010140575
 Matter Number: 14486-16

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/08/22	Nick Krislov	1.30	Review, analyze connection reports (.9); correspond with K&E team re disclosures, screens (.4).
09/08/22	Jose Elaine Lugo	0.70	Correspond with Y. Salloum re budget and staffing memorandum (.1); revise same (.6).
09/08/22	Zach R. Manning	0.10	Review, analyze materials re K&E retention.
09/09/22	Chad J. Husnick, P.C.	0.60	Review and revise K&E retention application (.5); correspond with K&E team re same (.1).
09/09/22	Zach R. Manning	0.30	Review, revise K&E retention application (.2); correspond with K&E team re same (.1).
09/12/22	Zach R. Manning	0.30	Finalize K&E retention papers.
09/12/22	Patrick J. Nash Jr., P.C.	1.40	Review K&E retention application in preparation for filing (.4); review Nash declaration re K&E retention application in preparation for filing (.3); review budget and staffing memorandum re K&E retention (.2); correspond with J. Lewis re budget and staffing memorandum (.2); revise K&E budget and staffing memorandum (.3).
09/13/22	Jose Elaine Lugo	1.40	Correspond with Y. Salloum re budget and staffing memorandum (.1); review, revise same (.8); correspond with Z. Manning re same (.1); correspond with E. Jones re Citi KYC (.2); correspond with Alix team re same (.2).
09/13/22	Zach R. Manning	0.60	Finalize K&E retention papers.
09/13/22	Patrick J. Nash Jr., P.C.	0.10	Correspond with J. Lewis re revised K&E staffing and budget memorandum.
09/20/22	Nick Krislov	0.40	Coordinate re parties in interest list.
09/27/22	Nick Krislov	0.20	Coordinate re entity disclosure.
Total		56.00	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140576

Client Matter: 14486-17

In the Matter of Non-K&E Retention and Fee Matters

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 58,898.00

Total legal services rendered

\$ 58,898.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Non-K&E Retention and Fee Matters

Invoice Number: 1010140576
 Matter Number: 14486-17

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachael Marie Bentley	0.50	1,235.00	617.50
Julia R. Foster	2.20	405.00	891.00
Susan D. Golden	1.70	1,315.00	2,235.50
Elizabeth Helen Jones	9.60	1,035.00	9,936.00
Cara Katrinak	7.30	1,035.00	7,555.50
Nick Krislov	6.90	1,115.00	7,693.50
Jose Elaine Lugo	17.70	795.00	14,071.50
Zach R. Manning	0.80	1,115.00	892.00
Jimmy Ryan	6.40	795.00	5,088.00
Yusuf Salloum	8.30	1,170.00	9,711.00
Lydia Yale	0.70	295.00	206.50
TOTALS	62.10		\$ 58,898.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Non-K&E Retention and Fee Matters

Invoice Number: 1010140576
 Matter Number: 14486-17

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/25/22	Julia R. Foster	0.50	Draft EY retention application.
08/25/22	Yusuf Salloum	1.70	Coordinate with professionals re retention applications.
08/29/22	Julia R. Foster	1.20	Review and revise EY retention application (.4); draft KCC 327 retention application (.8).
08/30/22	Jimmy Ryan	1.60	Correspond with Y. Salloum, K&E team re EY retention application (.2); draft same (1.4).
08/30/22	Yusuf Salloum	0.30	Review advisor retention application.
08/31/22	Nick Krislov	1.20	Revise, update KCC 327 application (.7); correspond with K&E team re same (.2); coordinate re conflicts list for retention advisors (.3).
08/31/22	Lydia Yale	0.70	Draft 327 KCC retention application.
09/01/22	Julia R. Foster	0.50	Review KCC 327 retention application.
09/01/22	Cara Katrinak	3.10	Draft, revise Alix retention application (2.2); review, analyze precedent re same (.9).
09/01/22	Nick Krislov	0.40	Coordinate re KCC retention.
09/01/22	Jimmy Ryan	0.20	Correspond with Y. Salloum, K&E team re EY retention application.
09/02/22	Cara Katrinak	0.70	Revise Alix retention application.
09/02/22	Nick Krislov	0.90	Revise, update KCC application (.6); correspond with K&E team, KCC re same (.3).
09/02/22	Yusuf Salloum	0.80	Review advisor retention application.
09/06/22	Elizabeth Helen Jones	1.40	Review, analyze HL draft retention application (.8); correspond with HL, J. Lugo re same (.6).
09/06/22	Jose Elaine Lugo	5.80	Correspond with E. Jones re HL retention application (.2); review HL retention letter draft (.9); revise same (3.9); research, analyze precedent HL retention applications (.8).
09/07/22	Elizabeth Helen Jones	1.10	Review, revise HL retention application (.6); correspond with J. Lugo re same (.5).
09/07/22	Nick Krislov	0.30	Coordinate re KCC team re application.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Non-K&E Retention and Fee Matters

Invoice Number: 1010140576
 Matter Number: 14486-17

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/07/22	Jose Elaine Lugo	3.30	Correspond with E. Jones re HL retention application (.2); correspond with PSZJ re same (.2); correspond with HL team re same (.2); office conference with E. Jones re same (.3); revise same (2.4).
09/07/22	Jimmy Ryan	2.10	Review, revise EY retention application (1.9); correspond with Y. Salloum, K&E team and EY team re same (.2).
09/07/22	Yusuf Salloum	1.20	Review, revise advisor retention applications.
09/08/22	Cara Katrinak	1.30	Revise Alix retention application.
09/08/22	Jose Elaine Lugo	0.80	Correspond with E. Jones re HL retention application (.1); revise same (.6); correspond with S. Golden re same (.1).
09/09/22	Susan D. Golden	1.20	Review and revise HL retention application (.9); correspond with J. Lugo and E. Jones with comments to same (.3).
09/09/22	Elizabeth Helen Jones	0.40	Review, analyze HL retention application.
09/09/22	Nick Krislov	1.60	Review, revise EY application (.8); correspond with J. Ryan re same (.2); coordinate re parties in interest list (.4); correspond with K&E team re same (.2).
09/09/22	Jose Elaine Lugo	1.10	Correspond with S. Golden re time keeping (.2); review, analyze HL retention application (.3); revise same (.4); correspond with E. Jones re same (.2).
09/09/22	Jimmy Ryan	0.30	Correspond with Y. Salloum, K&E team and EY team re EY retention application (.1); review, revise same (.2).
09/09/22	Yusuf Salloum	1.30	Review, revise advisor retention applications.
09/11/22	Zach R. Manning	0.70	Correspond with K&E team re retention matters (.3); review, analyze related materials (.4).
09/12/22	Susan D. Golden	0.50	Correspond with J. Lugo and E. Jones re HL retention application revisions.
09/12/22	Cara Katrinak	1.20	Correspond with Z. Manning, N. Krislov re parties in interest list (.1); revise Alix retention application (.9); correspond with Alix team re same (.2).
09/12/22	Nick Krislov	0.20	Coordinate re parties in interest list re advisors.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Non-K&E Retention and Fee Matters

Invoice Number: 1010140576
 Matter Number: 14486-17

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/12/22	Jose Elaine Lugo	1.00	Correspond with S. Golden re HL retention application (.2); correspond with E. Jones re same (.2); correspond with PSZJ team re same (.1); review, analyze HL edits to retention application (.3); revise same (.2).
09/12/22	Zach R. Manning	0.10	Correspond with K&E team re retention matters.
09/12/22	Jimmy Ryan	0.40	Review, revise EY retention application (.3); correspond with Z. Manning, K&E team re same (.1).
09/13/22	Elizabeth Helen Jones	1.10	Correspond with HL, J. Lugo re retention application (.4); review, analyze draft HL retention application (.7).
09/13/22	Cara Katrinak	1.00	Correspond with Z. Manning, K&E team, Alix team re retention timing (.2); prepare filing version re Alix retention application (.8).
09/13/22	Nick Krislov	1.70	Revise, update KCC retention application (1.2); review, analyze KCC engagement letter (.2); correspond with K&E team re same (.3).
09/13/22	Jose Elaine Lugo	1.80	Correspond with E. Jones re retention application (.2); correspond with HL re same (.2); correspond with Y. Salloum re conflicts list (.1); revise retention application (1.1); correspond with Y. Salloum re same (.1); correspond with PSZJ re same (.1).
09/13/22	Jimmy Ryan	1.60	Correspond with Z. Manning, K&E team and EY team re EY retention application (.2); review, revise same (.5); correspond with Z. Manning, K&E team and PSZJ team re filing retention applications (.9).
09/13/22	Yusuf Salloum	2.30	Review, revise advisor retention applications.
09/14/22	Jimmy Ryan	0.20	Correspond with Y. Salloum, K&E team and PSZJ team re retention applications.
09/14/22	Yusuf Salloum	0.70	Finalize advisor retention applications.
09/15/22	Rachael Marie Bentley	0.50	Prepare for and participate in telephone conference re retention considerations (.4); correspond with K&E team re same (.1).
09/19/22	Nick Krislov	0.60	Coordinate re PII list, conflicts issues (.4); correspond with K&E team re same (.2).
09/22/22	Elizabeth Helen Jones	1.30	Revise professional fee escrow agreement.
09/23/22	Elizabeth Helen Jones	1.20	Correspond with J. Lugo re professional fee escrow matters.

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Non-K&E Retention and Fee Matters

Invoice Number: 1010140576
 Matter Number: 14486-17

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/23/22	Jose Elaine Lugo	1.00	Correspond with EY, PSZJ, KCC, HL, Alix re professional fee escrow information (.6); correspond with E. Jones re same (.2); telephone conference with E. Jones re same (.2).
09/25/22	Elizabeth Helen Jones	0.40	Correspond with J. Lugo re professional fee escrow agreement.
09/25/22	Jose Elaine Lugo	0.70	Correspond with Y. Salloum re escrow (.1); correspond with E. Jones re same (.2); draft escrow agreement schedules (.4).
09/26/22	Elizabeth Helen Jones	0.80	Correspond with J. Lugo, Citi re professional fee escrow agreement.
09/26/22	Jose Elaine Lugo	1.80	Correspond with E. Jones re escrow documents (.2); correspond with Company re same (.2); revise escrow documents (.2); correspond with EY re same (.2); correspond with Alix re same (.2); telephone conference with Company re same (.1); telephone conference with Y. Salloum re same (.2); review professional fee tracker (.1); correspond with K&E team re same (.2); compile escrow documents (.2).
09/27/22	Jose Elaine Lugo	0.40	Correspond with PSJZ re escrow information (.1); correspond with Y. Salloum re same (.1); correspond with E. Jones re same (.2).
09/28/22	Elizabeth Helen Jones	0.20	Correspond with HL, J. Lugo re retention application.
09/28/22	Elizabeth Helen Jones	1.70	Prepare final professional fee escrow agreement.
Total		62.10	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140577

Client Matter: 14486-18

In the Matter of Tax Matters

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 25,769.50

Total legal services rendered

\$ 25,769.50

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Tax Matters

Invoice Number: 1010140577
Matter Number: 14486-18

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Thad W. Davis, P.C.	10.10	1,595.00	16,109.50
Katherine Karnosh	11.50	840.00	9,660.00
TOTALS	21.60		\$ 25,769.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Tax Matters

Invoice Number: 1010140577
 Matter Number: 14486-18

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
08/29/22	Thad W. Davis, P.C.	0.80	Telephone conference with K. Karnosh re transaction steps and review materials re same.
09/01/22	Thad W. Davis, P.C.	0.30	Conference with K. Karnosh re transaction steps (.2); review and draft correspondence re same (.1).
09/01/22	Katherine Karnosh	2.90	Draft restructuring steps memorandum.
09/02/22	Thad W. Davis, P.C.	0.80	Review and draft correspondence re transaction steps.
09/06/22	Thad W. Davis, P.C.	0.20	Review and draft correspondence re transaction steps.
09/08/22	Thad W. Davis, P.C.	0.40	Review and revise restructuring transactions memorandum.
09/09/22	Thad W. Davis, P.C.	2.30	Review and comment on exit loan and contribution agreement and related materials re tax issues.
09/09/22	Katherine Karnosh	5.40	Review and revise deal documents re tax matters (4.0); further review and revise deal documents re same (1.4).
09/12/22	Thad W. Davis, P.C.	1.50	Review and comment on shareholders agreement and term loan and related materials re tax matters.
09/12/22	Katherine Karnosh	1.60	Review and revise term loan credit agreement and correspond with T. Davis re same.
09/13/22	Thad W. Davis, P.C.	1.00	Review and draft correspondence re tax issues.
09/14/22	Thad W. Davis, P.C.	1.50	Review and comment on credit agreement and related materials re tax issues.
09/14/22	Katherine Karnosh	1.20	Review and revise ABL credit agreement and telephone conference with Simpson Thatcher, T. Davis re same.
09/15/22	Thad W. Davis, P.C.	0.30	Telephone conference with Company and advisor team re closing steps and documents.
09/16/22	Thad W. Davis, P.C.	0.40	Review and draft correspondence re tax issues.
09/19/22	Thad W. Davis, P.C.	0.20	Review correspondence re tax issues.
09/20/22	Thad W. Davis, P.C.	0.30	Review and revise contribution agreement.
09/26/22	Thad W. Davis, P.C.	0.10	Review correspondence re tax claims.

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Tax Matters

Invoice Number: 1010140577
Matter Number: 14486-18

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/27/22	Katherine Karnosh	0.40	Review and analyze ABL credit agreement exhibits.
Total		21.60	

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140578
Client Matter: 14486-19

In the Matter of Utilities

For legal services rendered through September 28, 2022 (see attached Description of Legal Services for detail)	<u>\$ 837.00</u>
Total legal services rendered	\$ 837.00

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Utilities

Invoice Number: 1010140578
Matter Number: 14486-19

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Patrick J. Nash Jr., P.C.	0.20	1,845.00	369.00
Yusuf Salloum	0.40	1,170.00	468.00
TOTALS	0.60		\$ 837.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Utilities

Invoice Number: 1010140578
 Matter Number: 14486-19

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/12/22	Patrick J. Nash Jr., P.C.	0.20	Review letter from G. Hamberg, attorney for Frontier Communications, re utility order.
09/12/22	Yusuf Salloum	0.40	Review letter from utility provider (.2); correspond with K&E team re same (.2).
Total		0.60	

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140579

Client Matter: 14486-20

In the Matter of U.S. Trustee Communications & Reporting

For legal services rendered through September 28, 2022
(see attached Description of Legal Services for detail)

\$ 6,493.50

Total legal services rendered

\$ 6,493.50

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
U.S. Trustee Communications & Reporting

Invoice Number: 1010140579
Matter Number: 14486-20

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Julia R. Foster	0.60	405.00	243.00
Elizabeth Helen Jones	0.50	1,035.00	517.50
Yusuf Salloum	4.90	1,170.00	5,733.00
TOTALS	6.00		\$ 6,493.50

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 U.S. Trustee Communications & Reporting

Invoice Number: 1010140579
 Matter Number: 14486-20

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/06/22	Yusuf Salloum	1.00	Prepare for IDI.
09/07/22	Yusuf Salloum	0.50	Coordinate with advisor team re U.S. Trustee diligence requests.
09/08/22	Yusuf Salloum	1.20	Prepare for IDI.
09/13/22	Yusuf Salloum	0.50	Attend IDI meeting.
09/16/22	Julia R. Foster	0.60	Research precedent re Delaware monthly operating report (.3); correspond with Y. Salloum re same (.3).
09/18/22	Yusuf Salloum	1.00	Review, revise monthly operating reports.
09/19/22	Elizabeth Helen Jones	0.50	Correspond with S. Golden, K&E team re U.S. Trustee comments to creditor matrix (.2); correspond with Pachulski team re U.S. Trustee comments (.3).
09/21/22	Yusuf Salloum	0.70	Review monthly operating reports.
Total		6.00	

Exhibit J

Detailed Description of Expenses and Disbursements

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, IL 60654

FEIN 36-1326630

November 1, 2022

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608

Attn: Julie M. Lewis

Invoice Number: 1010140580

Client Matter: 14486-21

In the Matter of Expenses

For expenses incurred through September 28, 2022
(see attached Description of Expenses for detail)

\$ 23,983.33

Total expenses incurred

\$ 23,983.33

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Expenses

Invoice Number: 1010140580
 Matter Number: 14486-21

Description of Expenses

<u>Description</u>	<u>Amount</u>
Standard Copies or Prints	330.10
Binding	0.70
Tabs/Indexes/Dividers	5.98
Color Copies or Prints	361.90
Scanned Images	0.90
Filing Fees	19,688.00
Outside Retrieval Service	1,151.00
Computer Database Research	1,857.00
Overtime Transportation	182.80
Overtime Meals - Attorney	157.76
Document Services Overtime	246.39
Computer Database Research - Soft	0.80
Total	\$ 23,983.33

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Expenses

Invoice Number: 1010140580
 Matter Number: 14486-21

Description of Expenses

Standard Copies or Prints

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/23/22	Standard Copies or Prints	38.20
08/23/22	Standard Copies or Prints	6.40
08/23/22	Standard Copies or Prints	34.70
08/23/22	Standard Copies or Prints	6.80
08/23/22	Standard Copies or Prints	9.20
08/24/22	Standard Copies or Prints	3.80
08/24/22	Standard Copies or Prints	0.60
08/24/22	Standard Copies or Prints	1.40
08/24/22	Standard Copies or Prints	38.60
08/24/22	Standard Copies or Prints	1.20
08/24/22	Standard Copies or Prints	0.40
08/25/22	Standard Copies or Prints	0.10
08/25/22	Standard Copies or Prints	19.40
08/26/22	Standard Copies or Prints	0.80
09/14/22	Standard Copies or Prints	1.50
09/20/22	Standard Copies or Prints	2.90
09/26/22	Standard Copies or Prints	0.10
09/27/22	Standard Copies or Prints	127.40
09/27/22	Standard Copies or Prints	0.30
09/28/22	Standard Copies or Prints	26.90
09/28/22	Standard Copies or Prints	7.40
09/28/22	Standard Copies or Prints	2.00
	Total	330.10

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Expenses

Invoice Number: 1010140580
Matter Number: 14486-21

Binding

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/25/22	Binding	0.70
	Total	0.70

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Expenses

Invoice Number: 1010140580
Matter Number: 14486-21

Tabs/Indexes/Dividers

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/23/22	Tabs/Indexes/Dividers	2.47
08/25/22	Tabs/Indexes/Dividers	0.65
09/27/22	Tabs/Indexes/Dividers	2.86
	Total	5.98

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Expenses

Invoice Number: 1010140580
 Matter Number: 14486-21

Color Copies or Prints

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/23/22	Color Copies or Prints	48.40
08/23/22	Color Copies or Prints	2.75
08/23/22	Color Copies or Prints	18.15
08/23/22	Color Copies or Prints	0.55
08/24/22	Color Copies or Prints	12.10
08/24/22	Color Copies or Prints	5.50
08/25/22	Color Copies or Prints	8.25
08/25/22	Color Copies or Prints	3.85
09/20/22	Color Copies or Prints	13.75
09/27/22	Color Copies or Prints	108.90
09/28/22	Color Copies or Prints	26.40
09/28/22	Color Copies or Prints	41.80
09/28/22	Color Copies or Prints	71.50
	Total	361.90

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Expenses

Invoice Number: 1010140580
Matter Number: 14486-21

Scanned Images

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/07/22	Scanned Images	0.40
09/26/22	Scanned Images	0.10
09/27/22	Scanned Images	0.40
	Total	0.90

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Expenses

Invoice Number: 1010140580
Matter Number: 14486-21

Filing Fees

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/01/22	Miller Advertising Agency Inc - New York Times, International New York Times and Rochester Democrat	19,688.00
	Total	19,688.00

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Expenses

Invoice Number: 1010140580
Matter Number: 14486-21

Outside Retrieval Service

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/26/22	CT CORPORATION - pre-clearance	1,151.00
	Total	1,151.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Expenses

Invoice Number: 1010140580
 Matter Number: 14486-21

Computer Database Research

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/12/22	RESTRUCTURING CONCEPTS LLC - Chapter 11 Dockets Usage for 08/2022 by Jimmy Ryan	214.00
09/12/22	RESTRUCTURING CONCEPTS LLC - Chapter 11 Dockets Usage for 08/2022 by Jose Lugo	55.00
09/12/22	RESTRUCTURING CONCEPTS LLC - Chapter 11 Dockets Usage for 08/2022 by Julia Foster	20.00
09/12/22	RESTRUCTURING CONCEPTS LLC - Chapter 11 Dockets Usage for 08/2022 by Elizabeth Jones	20.00
09/12/22	RESTRUCTURING CONCEPTS LLC - Chapter 11 Dockets Usage for 08/2022	8.00
09/12/22	RESTRUCTURING CONCEPTS LLC - Chapter 11 Dockets Usage for 08/2022 by Jordan Elkin	60.00
09/12/22	RESTRUCTURING CONCEPTS LLC - Chapter 11 Dockets Usage for 08/2022 by Cara Katrinak	966.00
09/12/22	RESTRUCTURING CONCEPTS LLC - Chapter 11 Dockets Usage for 08/2022	198.00
09/12/22	RESTRUCTURING CONCEPTS LLC - Chapter 11 Dockets Usage for 08/2022 by Andrew Townsell	316.00
	Total	1,857.00

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Expenses

Invoice Number: 1010140580
 Matter Number: 14486-21

Overtime Transportation

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/23/22	Jimmy Ryan - Jimmy Ryan, Taxi, Overtime Transportation, 08/23/2022	12.94
08/23/22	Andrew Townsell - Andrew Townsell, Taxi, Overtime Transportation, 08/23/2022	14.95
08/23/22	Tanzila Zomo - Tanzila Zomo, Taxi, Early morning Uber to office for the Carestream filing 08/23/2022	28.12
08/23/22	Andrew Townsell - Andrew Townsell, Taxi, OT Transportation 08/23/2022	12.36
08/23/22	Rachael Marie Bentley - Rachael Marie Bentley, Taxi, Overtime Transportation, 08/23/2022	33.45
08/23/22	Zach R. Manning - Zach R. Manning, Taxi, Overtime Transportation, 08/23/2022	30.00
08/24/22	Jimmy Ryan - Jimmy Ryan, Taxi, Overtime Transportation, 08/24/2022	12.05
08/31/22	Nick Krislov - Nick Krislov, Taxi, Overtime Transportation, 08/31/2022	19.97
09/07/22	Jimmy Ryan - Jimmy Ryan, Taxi, Overtime Transportation, 09/07/2022	18.96
	Total	182.80

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Expenses

Invoice Number: 1010140580
 Matter Number: 14486-21

Overtime Meals - Attorney

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/23/22	Andrew Townsell - Andrew Townsell, Overtime Meals - Attorney, New York Client business Andrew Townsell 08/23/2022	37.76
08/23/22	Zach R. Manning - Zach R. Manning, Overtime Meals - Attorney, New York Client business Zach R. Manning 08/23/2022	40.00
08/28/22	GRUBHUB HOLDINGS INC - Elkin Jordan 8/24/2022 OT Meal	40.00
08/31/22	Nick Krislov - Nick Krislov, Overtime Meals - Attorney, Chicago, IL, Nick Krislov 08/31/2022	40.00
	Total	157.76

Legal Services for the Period Ending September 28, 2022
 Carestream Health, Inc.
 Expenses

Invoice Number: 1010140580
 Matter Number: 14486-21

Document Services Overtime

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/08/22	Revisions to : Agreement(s)	42.14
09/10/22	Revisions to : Agreement(s)	84.71
09/25/22	PDF Signature Packet creation with regard to : Signature Page(s)	90.30
09/25/22	Revisions to : Document(s)	29.24
	Total	246.39

Legal Services for the Period Ending September 28, 2022
Carestream Health, Inc.
Expenses

Invoice Number: 1010140580
Matter Number: 14486-21

Computer Database Research - Soft

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/01/22	PACER Usage for 09/2022	0.80
	Total	0.80
TOTAL EXPENSES		\$ 23,983.33