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Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

INVITAE CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11362 (MBK)

(Jointly Administered)

**DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF
KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS**

¹ The last four digits of Debtor Invitae Corporation's tax identification number are 1898. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at www.kccllc.net/invitae. The Debtors' service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.



**INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND
DEBTORS IN POSSESSION EFFECTIVE AS OF FEBRUARY 13, 2024**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this application (this “Application”) for the entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, 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 (as defined herein). In support of this Application, the Debtors submit the declaration of Spencer A. Winters, the president of Spencer A. Winters, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Winters Declaration”), which is attached hereto as **Exhibit B** and the declaration of Ana Schrank, the Chief Financial Officer of Invitae Corporation, which is attached hereto as **Exhibit C** (the “Schrank Declaration”). In further support of this Application, the Debtors respectfully state as follows.

Jurisdiction and Venue

1. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and the Debtors confirm their consent to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

3. The bases for the relief requested herein are 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 the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

Background

4. On February 13, 2024 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 16, 2024, the Court entered an order [Docket No. 54] authorizing the joint administration and procedural consolidation of these 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. On March 1, 2024 the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 131].

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 Ana Schrank, Chief Financial Officer of Invitae Corporation, in Support of Chapter 11 Filing, First Day Motions, and Access to Cash Collateral*, filed on February 13, 2024 [Docket No. 21], incorporated herein by reference.

Relief Requested

6. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of Kirkland as their attorneys in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Kirkland effective as of September 22, 2023 (the “Engagement Letter”), a copy of which is attached hereto as **Exhibit 1** to the Order and incorporated herein by reference.

Kirkland's Qualifications

7. The Debtors seek to retain Kirkland because of Kirkland's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

8. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *See, e.g., In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Mar. 1, 2024); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 10, 2024); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Dec. 20, 2023); *In re Cyxtera Techs. Inc.*, (JKS) (Bankr. D.N.J. July 18, 2023); *In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. June 26, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 5, 2023); *In re David's Bridal*, No. 23-13131 (CMG) (Bankr. D.N.J. June 1, 2023); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Feb. 1, 2023).²

9. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors' business and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to be Provided

10. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of Kirkland to render the following legal services:

² Because of the voluminous nature of the orders cited in this Application, they are not attached to this Application. Copies of these orders are available upon request to Kirkland.

- 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 the conduct of 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.

Professional Compensation

11. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy

Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other restructuring matters, and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

12. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

13. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:³

Billing Category⁴	U.S. Range
Partners	\$1,195-\$2,465
Of Counsel	\$820-\$2,245
Associates	\$745-\$1,495
Paraprofessionals	\$325-\$625

³ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein. While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

⁴ Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

14. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine 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.⁵

15. Kirkland represented the Debtors during the five (5)-month period before the Petition Date, using the hourly rates listed above and in the Winters Declaration. Moreover, these hourly rates are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

16. The rate structure provided by Kirkland is appropriate and not significantly different from (a) the rates that Kirkland charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Kirkland will perform in these chapter 11 cases.

17. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

⁵ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used 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 November 1, 2013). As set forth in the Order, Kirkland will provide ten business-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file any such notice with the Court.

18. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time-to-time, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

19. Kirkland currently charges the Debtors \$0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Rules, Kirkland will charge no more than \$0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

20. Per the terms of the Engagement Letter, on October 16, 2023 the Debtors paid \$250,000 to Kirkland, which, as stated in the Engagement Letter, constituted a “special purpose retainer” (also known as an “advance payment retainer”) as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer totaling \$10,741,656.22 in the aggregate. As stated in the Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose retainer upon Kirkland’s receipt, any special purpose retainer will be placed in Kirkland’s general account and will not be held in a client trust account, and the Debtors will not earn any interest on

any special purpose retainer.⁶ A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland in connection therewith, as well as the special purpose retainer transferred by the Debtors to Kirkland, prior to the Petition Date is set forth in the Winters Declaration.

21. Pursuant to Bankruptcy Rule 2016(b), Kirkland has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

22. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to Kirkland's special purpose retainer, the amount of Kirkland's special purpose retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

Kirkland's Disinterestedness

23. To the best of the Debtors' knowledge and as disclosed herein and in the Winters Declaration, (a) Kirkland 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) Kirkland has no connection to the

⁶ The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition special purpose retainer during the pendency of a chapter 11 case rather than applying such special purpose retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition special purpose retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition special purpose retainer but, instead, will apply any remaining special purpose retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

Debtors, their creditors, or other parties in interest, except as may be disclosed in the Winters Declaration.

24. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Supporting Authority

25. The Debtors seek retention of Kirkland as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

26. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

27. The Debtors submit that for all the reasons stated above and in the Winters Declaration, the retention and employment of Kirkland as counsel to the Debtors is warranted. Further, as stated in the Winters Declaration, Kirkland 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 has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Winters Declaration.

Notice

28. The Debtors have provided notice of this Application to the following parties or their respective counsel: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the agent to the Secured Notes; (d) the indenture trustee to the 2024 Convertible Notes; (e) the indenture trustee to the 2028 Convertible Notes; (f) Sullivan & Cromwell LLP, as counsel to the Required Holders; (g) Wollmuth Maher & Deutsch LLP, as counsel to the Required Holders; (h) counsel to the 2028 Convertible Noteholders; (i) the U.S. Securities and Exchange Commission; (j) the United States Attorney's Office for the District of New Jersey; (k) the attorneys general in the states where the Debtors conduct their business operations; (l) the Internal Revenue Service; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. A copy of this Application is also available on the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/invitae>. In light of the nature of the relief requested, the Debtors submit that no other or further notice is required.

No Prior Request

29. No prior request for the relief sought in this Application has been made to this or any other court.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: March 13, 2024
Trenton, New Jersey

/s/ Ana Schrank
Ana Schrank
Invitae Corporation
Chief Financial Officer

EXHIBIT A

Proposed Order

Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
In re: INVITAE CORPORATION, <i>et al.</i> , Debtors. ¹	Chapter 11 Case No. 24-11362 (MBK) (Jointly Administered)

**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 FEBRUARY 13, 2024**

The relief set forth on the following pages, numbered three (3) through eight (8), is
ORDERED.

¹ The last four digits of Debtor Invitae Corporation's tax identification number are 1898. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at www.kccllc.net/invitae. The Debtors' service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND AND ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF FEBRUARY 13, 2024

Upon the application (the “Application”)¹ 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 the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”); and the Court having reviewed the Application, the Declaration of Spencer A. Winters, the president of Spencer A. Winters, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Winters Declaration”), and the declaration of Ana Schrank, the Chief Financial Officer of Invitae Corporation (the “Schrank 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 Winters 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

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

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in the best interests of the Debtors' estates; 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 having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and 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;

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

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- 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*

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

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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, 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 Application, Declaration, or Engagement Letter to the contrary, Kirkland shall apply any remaining amounts of its prepetition special purpose 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 special purpose 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.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND AND ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF FEBRUARY 13, 2024

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. No agreement or understanding exists between Kirkland and any other person, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with these chapter 11 cases, nor shall Kirkland share or agree to share compensation received for services rendered in connection with these chapter 11 cases with any other person other than as permitted by Bankruptcy Code section 504.

10. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Kirkland shall coordinate with Cole Schotz P.C. ("Cole Schotz") and any additional firms the Debtors retain regarding their respective responsibilities in these chapter 11 cases.

11. 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.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND AND ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF FEBRUARY 13, 2024

12. 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.

13. To the extent the Application, the Winters Declaration, the Schrank Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

14. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Application or otherwise waived.

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

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

EXHIBIT 1

Engagement Letter

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Joshua A. Sussberg, P.C.
To Call Writer Directly:
+1 212 446 4829
joshua.sussberg@kirkland.com

601 Lexington Avenue
New York, NY 10022
United States

+1 212 446 4800

www.kirkland.com

Facsimile:
+1 212 446 4900

September 22, 2023

Tom Brida, General Counsel
Invitae Corporation
1400 16th Street
San Francisco, CA 94103

Re: Retention to Provide Legal Services

Dear Mr. Brida:

We are very pleased that you have asked us to represent Invitae Corporation and only those wholly or partially owned subsidiaries listed in an addendum or supplement to this letter (collectively, “Client”) in connection with liability management and/or 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

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secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and 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 a "special purpose retainer" (also known as an "advance payment retainer") as defined in Rule 1.5(d) 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 \$250,000. In addition, Client agrees to provide one or more additional special purpose retainer upon request by the Firm so that the amount of any special purpose retainer remains at or above the Firm's estimated fees and expenses. The Firm may apply the special purpose retainer to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any special purpose retainer is earned by the Firm upon receipt, any special purpose retainer becomes the property of the Firm upon receipt, Client no longer has a property interest in any special purpose retainer upon the Firm's receipt, any special purpose retainer 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 special purpose retainer; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any special purpose retainer 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 special purpose retainer exceeds such fees, expenses, and costs. Client further understands and acknowledges that the use of a special purpose retainer 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 special purpose retainer is in Client's best interests. The fact that Client has provided the Firm with a special purpose retainer does not affect Client's right to terminate the client-lawyer relationship.

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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 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 special purpose 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

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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 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 (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to our Firm and its services.

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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, 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,

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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 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

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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 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.

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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.

* * *

KIRKLAND & ELLIS LLP

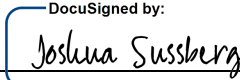
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Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within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

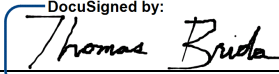
Very truly yours,

KIRKLAND & ELLIS LLP

DocuSigned by:
By: 
Printed Name: Joshua A. Sussberg
Title: Partner

Agreed and accepted 2023-Sep-22 | 8:55 AM PDT

INVITAE CORPORATION

DocuSigned by:
By: 
Name: Thomas Bida
Title: General Counsel & Secretary

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ADDENDUM: List of Client Subsidiaries

LIST OF SUBSIDIARIES OF INVITAE CORPORATION

ArcherDX, LLC
ArcherDX Clinical Services, Inc.
Ciitizen, LLC
Genelex India Private Limited
Genetic Solutions LLC, d/b/a Genelex
Genosity, LLC
Good Start Genetics, Inc.
Invitae Australia PTY LTD
Invitae Canada Inc.
Invitae Israel Inc Ltd.
Invitae Japan, KK
Invitae Latvia SIA
Invitae Netherlands, B.V.
Invitae (Singapore) Pte. Ltd.
Medneon LLC
Ommdom Inc.
Orbicule BVBA d/b/a Diploid
Prompt Genomics, LLC
YouScript, LLC

KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2023

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.

- **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, conference calls, videoconferences or faxes made from K&E LLP's offices.

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.

- **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.
- **Tax Filings:** Clients will be charged a fixed fee for certain tax filings. Our standard charge is \$400 per Form 8832 election; \$250 per Form 83(b) election for the first 20 forms, \$100 per form for any additional forms; \$1,000 each for Form SS-4 (Foreign); \$100 each for Form SS-4 (Domestic); and \$75 for each FIRPTA certificate.
- **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 B

Winters Declaration

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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-and-

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

INVITAE CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11362 (MBK)

(Jointly Administered)

**DECLARATION OF
SPENCER A. WINTERS
IN SUPPORT OF THE DEBTORS' APPLICATION**

¹ The last four digits of Debtor Invitae Corporation's tax identification number are 1898. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at www.kccllc.net/invitae. The Debtors' service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.

**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 FEBRUARY 13, 2024**

I, Spencer A. Winters, being duly sworn, state the following under penalty of perjury:

1. I am the president of Spencer A. Winters, P.C., a partner of 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, collectively, “Kirkland”). I am one of the lead attorneys from Kirkland 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 the United States District Court for the Northern District of Illinois. There are no disciplinary proceedings pending against me.

2. I submit this declaration (the “Declaration”) in support of 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 February 13, 2024* (the “Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Kirkland’s Qualifications

4. The Debtors seek to retain Kirkland because of Kirkland’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

5. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *See, e.g., In re Careismatic Brands, LLC*, No.

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

24-10561 (VFP) (Bankr. D.N.J. Mar. 1, 2024); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 10, 2024); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Dec. 20, 2023); *In re Cyxtera Techs. Inc.*, (JKS) (Bankr. D.N.J. July 18, 2023); *In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. June 26, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 5, 2023); *In re David's Bridal*, No. 23-13131 (CMG) (Bankr. D.N.J. June 1, 2023); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Feb. 1, 2023).³

6. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors' business and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to Be Provided

7. Subject to further order of the Court and that certain engagement letter dated September 22, 2023 (the "Engagement Letter"), a copy of which is attached as **Exhibit 1** to the Order, the Debtors retained Kirkland to render, without limitation, the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtor in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of 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;

³ Because of the voluminous nature of the orders cited in this Declaration, they are not attached to this Declaration. Copies of these orders are available upon request to Kirkland.

- 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.

8. By separate application, the Debtors have also asked the Court to approve the retention of Cole Schotz as bankruptcy co-counsel to the Debtors. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Kirkland will coordinate with Cole Schotz and any other firms the Debtors retain regarding their respective responsibilities in these chapter 11 cases.

9. Cole Schotz is primarily responsible for the following:

- a. providing the Debtors with advice, based on their extensive experience practicing in the District of New Jersey, regarding the Debtors' rights, powers, and duties as debtors in possession in continuing to operate and manage their assets and business;
- b. providing legal advice and services regarding local rules, practices and procedures including Third Circuit law;
- c. providing certain services in connection with the administration of the Chapter 11 Cases including, without limitation, preparing agendas, hearing notices, and hearing binders of documents and pleadings;

- d. reviewing and commenting on proposed drafts of pleadings to be filed with the Court;
- e. appearing in Court and at any meeting with the United States Trustee and any meeting of creditors;
- f. providing legal advice and services on any matter on which K&E may have a conflict or as needed based on specialization;
- g. performing all other legal services for and on behalf of the Debtors which may be necessary or appropriate in the administration of their Chapter 11 Cases and fulfillment of their duties as debtors in possession; and
- h. responding to creditor and party-in-interest inquiries directed to Cole Schotz.

Professional Compensation

10. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other debtor representations, and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

11. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

12. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:⁴

Billing Category⁵	U.S. Range
Partners	\$1,195-\$2,465
Of Counsel	\$820-\$2,245
Associates	\$745-\$1,495
Paraprofessionals	\$325-\$625

13. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paralegals and to cover fixed and routine 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.⁶

14. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples

⁴ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein. While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

⁵ Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

⁶ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used 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 November 1, 2013). As set forth in the Order, Kirkland will provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file such notice with the Court.

of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

15. To ensure compliance with all applicable deadlines in these chapter 11 cases, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter between Kirkland and the Debtors, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

16. Kirkland currently charges the Debtors \$0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Rules, Kirkland will charge no more than \$0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

17. Per the terms of the Engagement Letter, on October 16, 2023, the Debtors paid \$250,000 to Kirkland, which, as stated in the Engagement Letter, constituted a “special purpose retainer” (also known as an “advance payment retainer”) as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer totaling \$10,741,656.22 in the aggregate. As stated in the Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose

retainer upon Kirkland's receipt, any special purpose retainer will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer.⁷ A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland in connection therewith, as well as the special purpose retainer transferred by the Debtors to Kirkland, prior to the Petition Date is set forth below.

Type of Transaction	Date	Amount of Fees and Expenses Listed on Statement	Amount of Special Purpose Retainer Requested	Amount of Special Purpose Retainer Received	Resulting Special Purpose Retainer Following
Initial Request for Special Purpose Retainer	10/12/2023	N/A	\$250,000.00	N/A	N/A
Receipt of Initial Special Purpose Retainer	10/16/2023			\$250,000.00	\$250,000.00
Additional Special Purpose Retainer (Full Statement)	10/26/2023	\$148,201.58	\$448,201.58		\$101,798.42
Receipt of Additional Special Purpose Retainer	11/13/2023			\$448,201.58	\$550,000.00
Additional Special Purpose Retainer (Full Statement)	11/16/2023	\$384,693.25	\$684,693.25		\$165,306.75
Receipt of Additional Special Purpose Retainer	11/30/2023			\$684,693.25	\$850,000.00
Additional Special Purpose Retainer (Full Statement)	12/6/2023	\$544,683.97	\$744,683.97		\$305,316.03
Receipt of Additional Special Purpose Retainer	12/11/2023			\$744,683.97	\$1,050,000.00
Additional Special Purpose Retainer (Full Statement)	12/15/2023	\$806,244.14	\$806,244.14		\$243,755.86
Receipt of Additional Special Purpose Retainer	12/22/2023			\$806,244.14	\$1,050,000.00
Additional Special Purpose Retainer (Full Statement)	12/29/2023	\$903,921.89	\$1,203,921.89		\$146,078.11
Receipt of Additional Special Purpose Retainer	1/12/2024			\$1,203,921.89	\$1,350,000.00
Additional Special Purpose Retainer (Full Statement)	1/15/2024	\$1,172,063.55	\$1,472,063.55		\$177,936.45
Receipt of Additional Special Purpose Retainer	1/19/2024			\$1,472,063.55	\$1,650,000.00

⁷ The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition special purpose retainer during the pendency of a chapter 11 case rather than applying such special purpose retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition special purpose retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition special purpose retainer but, instead, will apply any remaining special purpose retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

Type of Transaction	Date	Amount of Fees and Expenses Listed on Statement	Amount of Special Purpose Retainer Requested	Amount of Special Purpose Retainer Received	Resulting Special Purpose Retainer Following
Additional Special Purpose Retainer (Full Statement)	1/23/2024	\$1,405,819.99	\$1,705,819.99		\$244,180.01
Receipt of Additional Special Purpose Retainer	2/1/2024			\$1,705,819.99	\$1,950,000.00
Additional Special Purpose Retainer (Full Statement)	2/2/2024	\$1,346,817.50	\$1,346,817.50		\$603,182.50
Receipt of Additional Special Purpose Retainer	2/8/2024			\$1,346,817.50	\$1,950,000.00
Additional Special Purpose Retainer (Summary Statement)	2/9/2024		\$2,329,210.35		\$1,950,000.00
Receipt of Additional Special Purpose Retainer	2/9/2024			\$2,329,210.35	\$4,279,210.35

18. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred, but not yet applied to Kirkland’s special purpose retainer, Kirkland’s total special purpose retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a “rates times hours” and “dates of expenses incurred” basis) prior to the Petition Date.

19. Pursuant to Bankruptcy Rule 2016(b), Kirkland has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

20. 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 this Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

Attorney Statement Pursuant to Revised UST Guidelines

21. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

- a. **Question:** Did Kirkland agree to any variations from, or alternatives to, Kirkland’s standard billing arrangements for this engagement?

Answer: No. Kirkland and the Debtors have not agreed to any variations from, or alternatives to, Kirkland’s standard billing arrangements for this engagement. The rate structure provided by Kirkland is appropriate and is not significantly different from (a) the rates that Kirkland charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

- b. **Question:** Do any of the Kirkland professionals in this engagement vary their rate based on the geographic location of the Debtors’ chapter 11 cases?

Answer: No. The hourly rates used by Kirkland in representing the Debtors are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

- c. **Question:** If Kirkland has represented the Debtors in the 12 months prepetition, disclose Kirkland’s billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Kirkland’s billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Kirkland's current hourly rates for services rendered on behalf of the Debtors range as follows:⁸

Billing Category	U.S. Range
Partners	\$1,195-\$2,465
Of Counsel	\$820-\$2,245
Associates	\$745 - \$1,495
Paraprofessionals	\$325 - \$625

Kirkland represented the Debtors from September 22, 2023, to December 31, 2023 before the Petition Date, using the hourly rates listed below:

Billing Category	U.S. Range
Partners	\$1,195-\$2,245
Of Counsel	\$820-\$2,125
Associates	\$685-\$1,395
Paraprofessionals	\$295-\$575

- d. **Question:** Have the Debtors approved Kirkland's budget and staffing plan, and, if so, for what budget period?

Answer: Yes. More specifically, pursuant to the Interim Cash Collateral Order,⁹ the Debtors must furnish biweekly budget and variance reports, which include detail regarding the fees and expenses incurred in these chapter 11 cases by professionals proposed to be retained by the Debtors.

Kirkland's Disinterestedness

22. In connection with its proposed retention by the Debtors in these chapter 11 cases, Kirkland undertook to determine whether it had any conflicts or other relationships that might

⁸ While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

⁹ "Interim Cash Collateral Order" means the *Interim Order Pursuant to Sections 105, 361, 362, 363, 503, and 507 of the Bankruptcy Code and Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure: (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 47].

cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Kirkland obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the “Potential Parties in Interest”) and such parties are listed on Schedule 1 hereto. Kirkland has searched its electronic database for its connections to the entities listed on Schedule 1 hereto. In addition, after Kirkland identified all client connections with the parties in interest over a specified time period, Kirkland circulated a survey email to all Kirkland attorneys who billed 10 or more hours to such clients during the prior six years. Further, beyond the individual emails, Kirkland sent a daily report of new matters firm wide. All Kirkland attorneys are responsible for reviewing the daily report of new matters and raising any potential concerns with respect to new representations. Kirkland did not receive any answers in the affirmative to these emails. Additionally, to the extent that I have been able to ascertain that Kirkland has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on Schedule 2 attached hereto.

23. Kirkland and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Kirkland has searched its electronic database for its connections to the entities listed on Schedule 1 attached hereto. The information listed on Schedule 1 may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Kirkland will update this Declaration as

necessary and when) Kirkland becomes aware of additional material information. The following is a list of the categories that Kirkland has searched:¹⁰

<u>Schedule</u>	<u>Category</u>
1(a)	Debtholders
1(b)	Debtor Entities and Non-Debtor Affiliates
1(c)	Current and Former Directors and Officers
1(d)	Administrative Agents
1(e)	Bankruptcy Judges, Staff, and U.S. Trustee
1(f)	Banks
1(g)	Contract Counterparties
1(h)	Equity Holders of Greater Than 5%
1(i)	Government/Regulatory Agencies
1(j)	Insurance Providers / Sureties / Letters of Credit Beneficiaries
1(k)	Lienholders
1(l)	Major Customers
1(m)	Major Lease Counterparties
1(n)	Major Unsecured Creditors
1(o)	Major Vendors
1(p)	Ordinary Course Professionals
1(q)	Parties to Litigation
1(r)	Potential Sale Process Counterparties
1(s)	Restructuring Professionals
1(t)	Taxing Authorities
1(u)	Utility Providers

24. To the best of my knowledge, (a) Kirkland 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) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

¹⁰ Kirkland’s inclusion of parties in the following Schedules is solely to illustrate Kirkland’s conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described in the schedules.

25. Listed on **Schedule 2** to this Declaration are the results of Kirkland's conflicts searches of the above-listed entities.¹¹ For the avoidance of doubt, Kirkland will not commence a cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current clients of Kirkland (including entities listed below under the "Specific Disclosures" section of this Declaration) unless Kirkland has an applicable waiver on file or first receives a waiver from such entity allowing Kirkland to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.

26. Of the entities listed on **Schedule 2**, only two represented more than one percent of Kirkland's fee receipts for the twelve-month period ending on February 29, 2024 (collectively, the "**One-Percent Clients**"). Eli Lilly & Company is a major customer of the Debtors and a One-Percent Client. The other One-Percent Client executed a non-disclosure agreement with the Debtors regarding potential M&A transactions regarding the Debtors and their businesses but is no longer active in the Debtors' postpetition sale process. Kirkland does not, and will not, represent any of these entities in connection with the chapter 11 cases. I do not believe that any current or former representation of such entities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.¹²

¹¹ As referenced in **Schedule 2**, the term "current client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in **Schedule 2**, the term "former client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in **Schedule 2**, the term "closed client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. Whether an actual client relationship exists can only be determined by reference to the documents governing Kirkland's representation rather than its potential listing in Kirkland's conflicts search system. The list generated from Kirkland's conflicts search system is over-inclusive. As a general matter, Kirkland discloses connections with "former clients" or "closed clients" for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

¹² Specific percentages will be disclosed to the U.S. Trustee upon request.

27. Kirkland's conflicts search of the entities listed on Schedules 1(a) – 1(u) (that Kirkland was able to locate using its reasonable efforts) reveals, to the best of my knowledge, that those Kirkland attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at Kirkland.

28. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Kirkland, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the U.S. Trustee, any person employed by the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the District of New Jersey, except as disclosed or otherwise described herein.

29. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

30. Generally, it is Kirkland's policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Kirkland does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

31. From time to time, certain former partners of Kirkland are entitled to compensation for a limited period of time following their departure from the firm.

32. From time to time, Kirkland has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Kirkland.

33. Certain insurance companies pay the legal bills of Kirkland clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Kirkland clients as a result of the fact that they pay legal fees on behalf of Kirkland clients.

Specific Disclosures

34. As specifically set forth below and in the attached exhibits, Kirkland represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Kirkland is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

A. Connections to Officers and Directors.

35. As disclosed below and on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries, and entities associated with the Debtors' current and recent former officers and directors. I do not believe that Kirkland's current or prior representation of the affiliates, subsidiaries, and entities associated with certain officers and directors precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

36. Jill Frizzley, a disinterested director and member of the special committee of Debtor Invitae Corporation's board of directors, has served, or may serve from time to time, in various management and/or director capacities of certain Kirkland clients or affiliates thereof. I do not believe that Kirkland's current or prior representation of clients for which Ms. Frizzley serves or served in management and/or director capacities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

B. Connections to Other Entities.

37. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Deerfield Management Company and various of its subsidiaries and affiliates (collectively, "Deerfield") and Softbank Group Corporation and various of its subsidiaries and affiliates (collectively, "Softbank") on a variety of matters. Deerfield is the holder of approximately 78% of Debtor Invitae Corporation's 2028 Senior Secured Notes and is represented by Sullivan & Cromwell LLP and Wollmuth Maher & Deutsch LLP in these chapter 11 cases. Softbank is a substantial holder of the Debtor Invitae Corporation's 2028 Convertible Unsecured Notes and is represented by Morrison & Foerster LLP in these chapter 11 cases.

38. Kirkland's current and prior representations of Deerfield and Softbank have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Deerfield or Softbank in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Deerfield or Softbank precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

39. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Perceptive Advisors ("Perceptive") on a variety of matters. Kirkland previously represented Perceptive in its capacity as a shareholder of ArcherDX, an entity acquired by the

Debtors in 2020, in connection with the Debtors' acquisition of ArcherDX. Kirkland has not represented, and will not represent, Perceptive in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. The Kirkland attorneys who represented Perceptive in connection with the Debtors' acquisition of ArcherDX are screened from any matters related to these chapter 11 cases and will not perform any work in connection with these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Perceptive precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

40. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, UnitedHealthcare Group, Inc. and various of its subsidiaries and affiliates (collectively, "**UnitedHealthcare**") on a variety of matters. UnitedHealthcare is a party on the Debtors' top 30 unsecured creditors list. Kirkland's current and prior representations of UnitedHealthcare have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, UnitedHealthcare in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of UnitedHealthcare precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

41. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain of the Debtors' landlords and lease counterparties and/or various of their respective subsidiaries and affiliates (collectively, the "**Major Lease Counterparties**") on a variety of matters. Kirkland's current and prior representations of the Major Lease Counterparties have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, the Major Lease Counterparties in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's

current or prior representations of the Major Lease Counterparties preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

42. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain of the Debtors' major customers and their respective subsidiaries and affiliates, including: (i) Eli Lilly & Company; (ii) Pfizer, Inc.; (iii) Regeneron Pharmaceuticals Inc.; and (iv) Sanofi (collectively, the "Major Customers") on a variety of matters. Kirkland's current and prior representations of the Major Customers have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, the Major Customers in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representations of the Major Customers preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

C. Potential M&A Transaction Counterparties.

43. The Debtors are in discussions with certain parties (and may be in discussions with other parties in the future) regarding potential M&A transactions regarding the Debtors and their businesses. Due to the inherently competitive nature of this process, it is imperative that the identities of these potential counterparties remain confidential. Contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of an Order Authorizing the Debtors to File Under Seal the Names of Certain Confidential Transaction Parties in Interest Related to the Debtors' Professional Retention Applications* (the "Motion to Seal"). The Motion to Seal seeks authority for the Debtors to redact and file under seal the names of certain potential transaction counterparties whose non-disclosure agreements require that their identities remain confidential. For the avoidance of doubt, Kirkland will not represent any of the potential counterparties in connection with any matter in these chapter 11 cases.

D. Other Chapter 11 Professionals.

44. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtors seeks to retain in connection with these chapter 11 cases. Kirkland's current and prior representations of these professionals have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, any such professionals in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of these professionals precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

45. The Debtors' proposed financial advisor is FTI Consulting, Inc. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, FTI and certain of its affiliates ("FTI") on a variety of matters. Kirkland's current and prior representations of FTI have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, FTI in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of FTI precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

46. The Debtors' proposed investment banker is Moelis & Company LLC. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Moelis and its affiliates ("Moelis") on a variety of matters. Kirkland's current and prior representations of Moelis have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Moelis in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or

prior representation of Moelis precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

47. The Debtors' proposed tax services provider is Deloitte Tax LLP. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Deloitte Tax LLP and certain of its affiliates ("Deloitte") on a variety of matters. Kirkland's current and prior representations of Deloitte have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Deloitte in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Deloitte precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

48. The Debtors' proposed bankruptcy co-counsel is Cole Schotz. As disclosed on **Schedule 2**, Kirkland in the past has represented Cole Schotz on a variety of matters. Kirkland's prior representation of Cole Schotz has been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Cole Schotz in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's prior representation of Cole Schotz precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

49. On February 16, 2024, the Court approved Kurtzman Carson Consultants LLC ("KCC") as the Debtors' claims and noticing agent [Docket No. 49].¹³ Certain former Kirkland attorneys and professionals are currently employed by KCC. Though previously employed by Kirkland, any work provided by these former Kirkland employees is unrelated to the Debtors and

¹³ See Order Authorizing the Appointment of Kurtzman Carson Consultants LLC as Claims and Noticing Agent Effective as of the Petition Date [Docket No 49].

these chapter 11 cases. I do not believe these connections preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

50. The Senior Secured Noteholders engaged Perella Weinberg Partners LP as their financial advisor. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Perella Weinberg Partners LP and certain of its affiliates (“PWP”) on a variety of matters. Kirkland’s current and prior representations of PWP have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, PWP in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland’s current or prior representation of PWP precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

51. The 2028 Convertible Unsecured Noteholders engaged Lazard Frères & Co. LLC (“Lazard”) as their investment banker. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Lazard on a variety of matters. Kirkland’s current and prior representations of Lazard have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Lazard in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland’s current or prior representation of Lazard precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

52. Rachael Bentley, a Kirkland partner, is married to Matthew Bentley, an associate at ArentFox Schiff LLP, counsel to the agent of the 2028 Convertible Notes and a member of the Committee. Ms. Bentley does not work, and will not work, on cases where Mr. Bentley is involved. Likewise, Mr. Bentley does not work, and will not work, on cases where Ms. Bentley

is involved. I do not believe this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

E. Kirkland Attorney and Employee Investments.

53. From time to time, Kirkland partners, of counsel, associates, and employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the “Investment Funds”), through which such individuals indirectly acquire an interest in debt or equity securities of many companies, one of which may be one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases, often without Kirkland’s knowledge. Each Kirkland person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund’s decision to buy, sell, or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the Kirkland persons make an investment in the Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

54. From time to time one or more Kirkland partners and of counsel voluntarily choose to form an entity (a “Passive-Intermediary Entity”) to invest in one or more Investment Funds. Such Passive-Intermediary Entity is composed only of persons who were Kirkland partners and of counsel at the time of the Passive-Intermediary Entity’s formation (although some may later become former Kirkland partners and of counsel). Participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of Kirkland’s partners and of counsel choose to participate. The Passive-Intermediary Entity generally owns substantially less than one percent of any such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund’s decision to buy, sell, or vote any particular security. Each

Investment Fund in which a Passive-Intermediary Entity invests is operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell, and has no control over such purchases or sales. And, indeed, the Passive-Intermediary Entity often arranges for statements and communications from certain Investment Funds to be sent solely to a blind administrator who edits out all information regarding the identity of the Investment Fund's underlying investments, so that the Passive-Intermediary Entity does not learn (even after the fact) the identity of the securities purchased, sold, or held by the Investment Fund. To the extent the Passive-Intermediary Entity is or becomes aware of the identity of the securities purchased, sold, or held by the Investment Funds ("Known Holdings"), such Known Holdings are submitted to Kirkland's conflict checking system.

55. From time to time, Kirkland partners, of counsel, associates, and employees personally directly acquire a debt or equity security of a company which may be (or become) one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases. Kirkland has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work, so that all Kirkland attorneys and employees are barred from trading in securities with respect to which they possess confidential information.

F. Other Disclosures.

56. Finally, certain interrelationships exist among the Debtors. Nevertheless, the Debtors have advised Kirkland that the Debtors' relationships to each other do not pose any conflict of interest because of the general unity of interest among the Debtors. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude Kirkland's joint representation of the Debtors in these chapter 11 cases.

57. The spouse of Kirkland partner Helen E. Witt, P.C. is a managing director of JPMorgan Chase & Co. JPMorgan Chase & Co. and certain of its affiliates are among the Debtors' cash management banks. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Ms. Witt from all aspects of Kirkland's representation of the Debtors.

58. Jamie Botter, a Kirkland non-attorney employee, is the daughter of David H. Botter, a partner of Cleary Gottlieb Steen & Hamilton LLP, which is an ordinary course professional to the Debtors. I do not believe that this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

59. Furthermore, prior to joining Kirkland, certain Kirkland attorneys represented clients adverse to Kirkland's current and former restructuring clients. Certain of these attorneys (the "Screened Kirkland Attorneys") will not perform work in connection with Kirkland's representation of the Debtors and will not have access to confidential information related to the representation. Kirkland's formal ethical screen provides sufficient safeguards and procedures to prevent imputation of conflicts by isolating the Screened Kirkland Attorneys and protecting confidential information.

60. Under Kirkland's screening procedures, Kirkland's conflicts department distributes a memorandum to all Kirkland attorneys and legal assistants directing them as follows: (a) not to discuss any aspects of Kirkland's representation of the Debtors with the Screened Kirkland Attorneys; (b) to conduct meetings, phone conferences, and other communications regarding Kirkland's representation of the Debtors in a manner that avoids contact with the Screened Kirkland Attorneys; (c) to take all measures necessary or appropriate to prevent access by the Screened Kirkland Attorneys to the files or other information related to Kirkland's representation of the Debtors; and (d) to avoid contact between the Screened Kirkland Attorneys and all Kirkland

personnel working on the representation of the Debtors unless there is a clear understanding that there will be no discussion of any aspects of Kirkland's representation of the Debtors. Furthermore, Kirkland already has implemented procedures to block the Screened Kirkland Attorneys from accessing files and documents related to the Debtors that are stored in Kirkland's electronic document managing system.

Affirmative Statement of Disinterestedness

61. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Kirkland 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) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

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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: March 13, 2024

Respectfully submitted,

/s/ Spencer A. Winters

Spencer A. Winters
as President of Spencer A. Winters, P.C., as
Partner of Kirkland & Ellis LLP; and as Partner
of Kirkland & Ellis International LLP

Schedule 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Spencer A. Winters 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 February 13, 2024* (the "Winters Declaration").¹ Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Kirkland & Ellis LLP and Kirkland & Ellis International LLP reviewed each entity in its records, as more fully described in the Winters Declaration, matching the incomplete or ambiguous name.²

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Winters Declaration.

² Pursuant to the *Interim Order (I) Authorizing the Debtors to (A) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (B) File a Consolidated List of the Debtors' Thirty (30) Largest Unsecured Creditors, and (C) Redact Certain Personally Identifiable Information and (II) Waiving the Requirement to File a List of Equity Security Holders and Provide Notice Directly to Equity Security Holders* [Docket No. 50] Kirkland has redacted the names of individuals that appear on Schedules 1 and 2. Kirkland has also redacted the names of any confidential marketing process parties.

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtholders
1(b)	Debtor Entities and Non-Debtor Affiliates
1(c)	Current and Former Directors and Officers
1(d)	Administrative Agents
1(e)	Bankruptcy Judges, Staff, and U.S. Trustee
1(f)	Banks
1(g)	Contract Counterparties
1(h)	Equity Holders of Greater Than 5%
1(i)	Government/Regulatory Agencies
1(j)	Insurance Providers / Sureties / Letters of Credit Beneficiaries
1(k)	Lienholders
1(l)	Major Customers
1(m)	Major Lease Counterparties
1(n)	Major Unsecured Creditors
1(o)	Major Vendors
1(p)	Ordinary Course Professionals
1(q)	Parties to Litigation
1(r)	Potential Sale Process Counterparties
1(s)	Restructuring Professionals
1(t)	Taxing Authorities
1(u)	Utility Providers

SCHEDULE 1(a)

Debtholders

Baker Brothers Advisors LP
Baker Brothers Life Sciences LP
Braidwell LP
Context Capital Management LLC
Chimera Investment LLC
Deerfield Management Co. LP
J. Wood Capital Advisors LLC
SoftBank Group Corp.

SCHEDULE 1(b)

Debtor Entities and Non-Debtor Affiliates

ArcherDX Clinical Services Inc.
ArcherDX LLC
Ciitizen LLC
Genelex India Private Ltd.
Genetic Solutions LLC
Genosity LLC
Good Start Genetics Inc.
Invitae (Singapore) Pte. Ltd.
Invitae Australia Pty. Ltd.
Invitae Canada Inc.
Invitae Corp.
Invitae Israel Inc. Ltd.
Invitae Japan KK
Invitae Latvia SIA
Invitae Netherlands BV
MedNeon LLC
Ommndom Inc.
Orbicule BVBA
Prompt Genomics LLC
YouScript LLC

SCHEDULE 1(c)

Current and Former Directors and Officers

Aguiar, Eric
Alderson, Lisa Janssen
Bendekgey, Lee
Brida, Tom
Crouse, Geoffrey S.
Dickey, Robert, IV
Duquette, Melanie
Finks, Jackson
French, Desarie
Frizzley, Jill
Furman, Alex
George, Sean Emerson
Gorjanc, Christine M.
Guigley, Robert
Karlán, Beth Young
Knight, Ken
Korn, W. Michael, MD
Lockhart, Kimber
Luk, Hoki
McManus, David
Myers, Jason W.
Nayak, Chitra
Nussbaum, Robert
Olivares, Eric
Osborne, William H.
Pace, Sandra
Parsons, Jeff
Schrack, Ana
Scott, Randy, Ph.D.
Sholehvar, David
Stuart, Jim
Stueland, Katherine
Suri, Karthik
Wedgeworth, Layton
Wen, Yafei
Werner, Robert

SCHEDULE 1(d)

Administrative Agents

US Bank Trust Co. NA

Wilmington Savings Fund Society, Federal Savings Bank

SCHEDULE 1(e)

Bankruptcy Judges, Staff, and U.S. Trustee

Alfaro, Aleda
Altenburg, Andrew B., Jr.
Ardelean, Kirsten K.
Arendas, Francyne D.
Artis, Michael
Bielskie, Lauren
Brown, Michael
D'Auria, Peter J.
Figueria, Maria
Figueroa, Nancy
Filgueiras, Juan
Flynn, Marie
Fowler, Chris
Gambardella, Rosemary
Gerardi, David
Gilmore, Michael
Gravelle, Christine M.
Green, Tia
Haywood, Zelda
Heim, Robert
Hildebrandt, Martha
Jackson, Bruce
Kaplan, Michael B.
Kern, Joseph C.
Kropiewnicki, Daniel C.
Lipsey, Diane
Martin, Kiya
McAuley, Catherine
McGee, Maggie
McGettigan, Margie
Meisel, Stacey L.
Moore, Sharon
Oppelt, Tina L.
Ortiz-Ng, Angeliza
Papalia, Vincent F.
Pappas, Ntorian
Poslusny, Jerrold N., Jr.
Primo, Mariela
Quigley, Sean
Quiles, Wendy
Renye, Heather
Richardson, Charlene

Ryan, Kathleen
Schneider, Robert J., Jr.
Shaarawy, Adam
Sherwood, John K.
Sodono, Anthony
Sponder, Jeffrey
Steele, Fran B.
Stillwell, Rachel
Stives, James
Vara Andrew R.
Veloz-Jimenez, Lucy
Walsh, Thomas C.
Wolf, Rachel
Ziemer, William J

SCHEDULE 1(f)

Banks

HSBC Bank USA
HSBC Holdings plc
JPMorgan Chase & Co.
SVB Financial Group
U.S. Bancorp

SCHEDULE 1(g)

Contract Counterparties

Ada, County of (ID)	Cummins Inc.
Advance Radiologia	Delaware, State of, Division of Forensic Science
Advanced Package Engineering LLC	Dental College of Georgia
Advanced Reproductive Health Center Ltd.	Dr. Aimee Eyvazzadeh Inc.
Adventist Health	Elite Wellness Center
Alberta Reproductive Centre	EMCOR Services Northeast Inc.
ARCPoint Franchise Group	ExtraView Corp.
ARCPoint Labs of Humble	EY Reviseurs
Argonaut Manufacturing Services Inc.	d'Entreprises/Bedrijfsrevisoren BV
ARUP Laboratories Inc.	Federal Association of German Pathologists eV
Association for Women's Health Care - Chicago & Northbrook, The	Fem Surgery Pte Ltd.
Atelier Health Solutions	Fertilidad 360 SAPI De CV
Baylor Research Institute	Fertility Answers LLC
Beam Radiology	Fertility Care of Orange County
Biron Medical Laboratory Inc.	Fertility Center of Las Vegas, The
BocaFertility IVF Center	Fertility Center of Southern California, A Merdical Group Inc.
Bonfi Uribe, Quautli Angel	Fertility Centers of Illinois
Boob Bus, The	Fertility Solutions
Boston Medical Center Corp.	Fertilys Inc.
Box Hill Hospital	First Steps Fertility
Bristol-Myers Squibb Co.	Forensic Medical Holdings of Kansas LLC
California Excellent Fertility Inc.	Fresno Community Hospital & Medical Center
California Fertility Partners	Fundacion De Ojos Vidaaurri
California IVF	Fundacion Santos y de la Garza Evia IBP
Calvary Mater Newcastle	Gene Council, The
Cancer Care North West	Genea Pty Ltd.
Centre Hospitalier de l'Université de Montréal	Genes Talk, The
Centre Hospitalier de l'Université Laval	Genetica Medical & Wellness Centre
Centro De Atencion e Investigacion en Salud Mental	Genetics B&C
CenturyLink Communications LLC	Genome Medical Inc.
Children's Health System of Texas	Group Health Cooperative of South Central Wisconsin
Children's Hospital of Wisconsin Inc.	Gulf States Hemophilia & Thrombophilia Center
CHRISTUS Santa Rosa Health System	Gulf States Hemophilia Center
Circulo Medico GMM	Harris County Institute of Forensic Sciences
Comanche County Memorial Hospital	HCA Health Services of Oklahoma Inc.
Compass Group USA Inc.	HCA International Ltd.
Confluence Health	
Cooper Clinic PA	
Cooper Donor Institute	

Heritage Global Partners Inc.
High Profile Laboratory Testing Services
Hyet Nocarbon USA Inc.
Ideagen plc
Incinta Fertility
Instituto para la Salud del Nino y del
Adolescente SC
Invest-Med
InVia Fertility
j2 Cloud Services Inc.
Jackson, County of (MO), Medical
Examiner's Office
Janitronics Inc.
Kaelum Neurocenter
Kaiser Foundation Health Plan
Kaiser Foundation Hospitals
Kane, County of (IL), Coroner's Office
King Square Medical Centre
King, County of (WA), Medical Examiner's
Office
Lab Medicine Service, VA Medical Center
Little Zebra Fund - San Francisco Public
Health
Lorain, County of (OH), Coroner's Office
Los Angeles Reproductive Center LARC
Los Cabos Children's Foundation
M por Tres de Mexico SC
Madison Avenue Inc.
MAPS Public Benefit Corp.
Mary Hitchcock Memorial Hospital
MD2 Wellesley
MDVIP LLC
Michael E. DeBakey Veterans Affairs
Medical Center
Midtown Medical Clinic
Midwest Fertility Specialist
Murphy Co. Mechanical Contractors &
Engineers
My Blooming Health Lab Inc.
New Hampshire, State of, Office of the
Chief Medical Examiner
Neway Fertility
Nueces, County of (TX), Medical Examiner
Ochsner Clinic Foundation
Odry Neurogenetica y Genetica Clinica
Onco Life Centre

Online Genetic Counselling Services Inc.
Philadelphia, City of (PA)
Phoenician Operating LLC
Phoenix Children's Hospital Inc.
Pinnacle Fertility
PricewaterhouseCoopers LLP
Princess Margaret Cancer Centre
Private Health Dallas
Proquis Inc.
Providence Health & Services - Washington
Rector & Visitors of the University of
Virginia, The
ReGen Scientific Inc.
Regents of the University of Michigan, The
Reproductive Fertility Center
Reproductive Fertility Center Orange
County Irvine
Rise Fertility
Rockefeller Fertility Center
Salud y Bienestar Industrial SA de CV
San Diego Fertility Center
San Mateo, County of (CA), Coroner's
Office
Scripps Executive Health Medical Group
Inc.
Scripps Health Inc.
Sergen Molecular Diagnostics
Shodair Children's Hospital
Shriners Children's Texas
Signature Health
Singapore Breast Surgery Center Pte Ltd.
Six Sigma Solutions International Inc.
Sog-Natalie Chua Clinic for Women
Southcentral Foundation
Southern California Center for Reproductive
Medicine
Spring Creek Fertility
St. Jude's Children's Research Hospital Inc.
St. Louis, City of (MO), Medical Examiner's
Office
Suffolk, County of (NY), Medical Examiner
SuperDNA Sdn Bhd
Tall Tree Integrated Health Centre
Telos Scientific LLC
Texas Fertility Center

Texas Health Houston Gulf States
Hemophilia Center
Thermo Fisher Scientific Baltics UAB
Thermo Fisher Scientific Inc.
Trinity Cancer Care Center
UAB Health Systems
University Hospital Geelong
University of Michigan, Department of
Pathology, Autopsy & Forensic Services
University of Texas MD Anderson Cancer
Center
Vanderbilt University Medical Center
Variety Children's Hospital
Victory Reproductive Care
Washington University
Washington University School of Medicine
Weill Cornell Medical College
Western Health, Sunshine Hospital
Xytex Laboratories
Your Family Fertility PLLC
Zuckerberg San Francisco General Hospital,
Division of Cardiology
[Confidential]

SCHEDULE 1(h)

Equity Holders of Greater Than 5%

ARK Investment Management LLC
BlackRock Institutional Trust Co. NA
Nikko Asset Management Co. Ltd.
Sumitomo Mitsui Trust Holdings Inc.
Vanguard Group Inc., The

SCHEDULE 1(i)

Government/Regulatory Agencies

California, State of, Department of Public Health
College of American Pathologists
New Jersey, State of, Department of Health
New York Stock Exchange
New York, State of, Department of Health
Pennsylvania, Commonwealth of, Department of Health
Rhode Island, State of, Department of Health
United States, Government of the, Patent & Trademark Office

SCHEDULE 1(j)

Insurance Providers / Sureties / Letters of Credit Beneficiaries

ACE American Insurance Co.
AIG Australia Ltd.
AIG Specialty Insurance Co.
Allied Real Estate Ltd.
Allied World Specialty Insurance Co.
Arch Insurance Co.
Ascot Specialty Insurance Co.
AXIS Insurance Co.
AXIS Surplus Insurance Co.
Beazley Insurance Co. Inc.
Chubb Custom Insurance Co.
Chubb Insurance Co. of Canada
Chubb National Insurance Co.
Corvus Insurance Agency LLC
Federal Insurance Co.
Hanover Insurance Co., The
Hudson Insurance Co.
Liberty Surplus Insurance Corp.
National Union Fire Insurance Co. of Pittsburgh PA
Old Republic Insurance Co.
RSUI Indemnity Co.
Sidra Medicine
Vantage Risk Assurance Co.
W Projects (No. 36) Pty. Ltd.
XL Specialty Insurance Co.

SCHEDULE 1(k)

Lienholders

36th Street Capital Partners LLC
California, State of, Employment Development Department Lien Group
Corporate Service Co.
De Lage Landen Financial Services Inc.
Deerfield Management Co. LP
Greatamerica Financial Services Corp.
NFS Leasing Inc.
Pacific Western Bank
People's United Bank NA
Perceptive Credit Holdings II LP
Silicon Valley Bank
Sterling National Bank
Thermo Fisher Financial Services Inc.
United States, Government of the, Internal Revenue Service
US Bank Trust Co. NA
Western Capital Technologies LLC

SCHEDULE 1(I)

Major Customers

Aeglea BioTherapeutics Inc.	Kyowa Kirin Canada Inc.
Alector LLC	Kyowa Kirin Inc.
Alnylam Pharmaceuticals Inc.	Kyowa Kirin Pharmaceutical Development Ltd.
Amicus Therapeutics US Inc.	LabConnect LLC
Arbor Diagnostics	Marinus Pharmaceuticals Inc.
Aspa Therapeutics Inc.	MyoKardia Inc.
AstraZeneca Pharmaceuticals LP	Nationwide Children's Hospital
AstraZeneca Singapore Pte Ltd.	Neurogene Inc
Behind the Seizure Canada	PellePharm Inc.
Biogen MA Inc.	Pfizer Inc.
BiogenIQ Inc.	Pharming Healthcare Inc.
BioMarin Pharmaceutical Inc.	Prevail Therapeutics Inc.
Brain Neurotherapy Bio Inc.	PTC Therapeutics GT Inc.
Calcilytix Therapeutics Inc.	Reata Pharmaceuticals Inc.
Catalyst Health Solutions Inc.	Regeneron Pharmaceuticals Inc.
Catalyst Pharmaceuticals Inc.	Repare Therapeutics Inc.
Centre Hospitalier de l'Université de Montréal	Roche SMA Sponsored Testing
Children's Hospital Colorado	Sanofi-Aventis Australia Pty Ltd.
City of Hope Precision Medicine Only	Spark Therapeutics Inc.
Clementia Pharmaceuticals Inc.	Stoke Therapeutics Inc.
CRISPR Therapeutics AG	Strongbridge US Inc.
Decibel Therapeutics Inc.	Ultragenyx Pharmaceuticals Inc.
Eidos Therapeutics Inc.	Verve Therapeutics Inc.
Enzyvant Therapeutics Inc.	Virtus Diagnostics
Eugene Labs Pty Ltd.	Walter Reed National Military Center
Genda SA	Bethesda
Genome Medical Holding Co.	X4 Pharmaceuticals Inc.
Genometrics	Yaya Foundation for 4H Leukodystrophy, The
HCA Laboratories UK	Zogenix International Ltd.
Hemoshear Therapeutics Inc.	
Horizon Health Fredericton	
Horizon Pharma USA Inc.	
Janssen Research & Development LLC	
Kaiser Oakland Genetics	
Kaiser Permanente - Sacramento Genetics	
Kaiser Permanente Mid Atlantic States	
Kaiser Permanente Northwest	
Kaiser Permanente San Francisco Genetics	
Kaiser Permanente San Jose Genetics	
Kaiser Permanente Southern California	
King Hussein Cancer Center	

SCHEDULE 1(m)

Major Lease Counterparties

1400 16th Street LLC
449 Broadway LLC
Alton Tech ADA LLC
Amacon Westpark Investment Corp.
APB Owner LLC
ASB de Haro Place LLC
Aspira Women's Health Inc.
Centennial Owner LLC
Fiverr Inc.
Hohbach Realty Co. LP
Integrated DNA Technologies Inc.
Reef Flatiron LLC
RREEF America REIT II Corp.
Selig Holdings Co. LLC
W Projects (No. 36) Pty. Ltd.
Woodbridge Executive LLC

SCHEDULE 1(n)

Major Unsecured Creditors

449 Broadway LLC	Integrated DNA Technologies Inc.
ACCO Engineered Systems Inc.	Klick USA Inc.
AGF Management Ltd.	Life Technologies Corp.
Agilent Technologies Inc.	Natera Inc.
Alton Tech ADA LLC	Omega Bio-Tek Inc.
Amacon Westpark Investment Corp.	Oracle America Inc.
Amazon Web Services Inc.	Prosegur Services Group Inc.
APB Owner LLC	Quantumsoft Inc.
ASB de Haro Place LLC	Redox Inc.
Braidwell LP	Reef Flatiron LLC
Centennial Owner LLC	Rightway Healthcare Inc.
Chimtech Holding Ltd.	Roche Diagnostics Corp.
Connor Group	RREEF America REIT II Corp. PPP
Context Capital Management LLC	Salesforce.com Inc.
DNA Genotek Inc.	Selig Holdings Co. LLC
EPAM Systems Inc.	SoftBank Group Corp.
Federal Express Corp.	Streck LLC
Fisher Scientific Co. LLC	Tecan Genomics Inc.
Fiverr Inc.	UnitedHealthcare
Flagship Facility Services Inc.	US Bank Trust Co. NA
GBF Inc.	Verinata Health Inc.
Genematters LLC	Watchmaker Genomics Inc.
Hamilton Robotics	Wilmington Savings Fund Society, Federal
Hohbach Realty Co. LP	Savings Bank
Illumina Inc.	Workday Inc.

SCHEDULE 1(o)

Major Vendors

1400 16th Street LLC
Agilent Technologies Inc.
Amazon Web Services Inc.
ASB de Haro Place LLC
Connor Group
Covaris Inc.
DNA Genotek Inc.
EPAM Systems Inc.
Eved LLC
Federal Express Corp.
Fisher Scientific Co. LLC
GBF Inc.
Genematters LLC
Illumina Inc.
Integrated DNA Technologies Inc.
JetBridge Software Inc.
Kaiser Permanente Inc.
Kintetsu World Express Inc.
Klick USA Inc.
Life Technologies Corp.
Omega Bio-Tek Inc.
Prosegur Services Group Inc.
Quantumsoft Inc.
Reef Flatiron LLC
Rightway Healthcare Inc.
Roche Diagnostics Corp.
SADA Systems Inc.
Salesforce.com Inc.
Stitch Owner LLC
Streck LLC
Target CW
Verinata Health Inc.
Woodruff-Sawyer & Co.
XiFin Inc

SCHEDULE 1(p)

Ordinary Course Professionals

Al Tamimi & Co. Advocates and Legal Consultants
Baker & McKenzie LLP
Baker Donelson Bearman Caldwell & Berkowitz PC
Blake Cassels & Graydon LLP
Bryan Cave Leighton Paisner LLP
Carpmaels & Ransford LLP
Coblentz Patch Duffy & Bass LLP
Cooley LLP
Ernst & Young LLP
Farnan LLP
Goldfarb Gross Seligman & Co.
Gordon Rees Scully Mansukhani LLP
Hanson Bridgett LLP
Heamanson Guzman & Wang
Hogan Lovells US LLP
Jensen Baird Gardner & Henry
Latham & Watkins LLP
Latvia Pty Ltd. Transactions
Law Office of Brad Simon
McCarter & English LLP
Mewburn Ellis LP
Morris Nichols Arsht & Tunnell LLP
Nixon Peabody LLP
Ogletree Deakins
Paul Weiss Rifkind Warton & Garrison LLP
Pillsbury Winthrop Shaw Pittman LLP
PricewaterhouseCoopers LLP
Sterne Kessler Goldstein & Fox PLLC
Ulmer & Berne LLP
Weil Gotshal & Manges LLP
WFBM LLP
Wolf Greenfield & Sacks PC
Womble Bond Dickinson
ZAB Ellex Klavins SIA
Zuckerman Spaeder LLP

SCHEDULE 1(q)

Parties to Litigation

Alvandi Law Group PC
Beverly Hills Trial Attorneys
Foley Hoag LLP
Goodwin Procter LLP
Groombridge Wu Baughman & Stone LLP
Law Offices of Claire Cochran, The
Levine & Blit LLP
Matern Law Group PC
McDermott Will & Emery LLP
Meridian Law PLLC
Morris Nichols Arsht & Tunnell LLP
Natera Inc.
Premier Diagnostics LLC
Qiagen Sciences LLC
Quinn Emanuel Urquhart & Sullivan LLP
Scott S. Nakama Ladva Law Firm
Skelton Taintor & Abbott
Tecan Genomics Inc.
[Confidential]

SCHEDULE 1(r)

Potential Sale Process Counterparties

[Confidential]

SCHEDULE 1(s)

Restructuring Professionals

ArentFox Schiff LLP
Cole Schotz PC
Deloitte & Touche LLP
Ernst & Young LLP
FTI Consulting Inc.
Hogan Lovells US LLP
Kurtzman Carson Consultants LLC
Lazard Frères & Co. LLC
Moelis & Co.
Morrison & Foerster LLP
Perella Weinberg Partners LP
PWP Holdings LP
Sullivan & Cromwell LLP
White & Case LLP
Wollmuth Maher & Deutsch LLP

SCHEDULE 1(t)

Taxing Authorities

Alabama, State of, Department of Revenue
Alameda, County of (CA), Treasurer & Tax
Collector

Arizona, State of, Department of Revenue
Australia, Government of, Taxation Office
Belastingdienst/Apeldoorn

Belgium, Government of, Federal Public
Service Finances

Boulder, County of (CO), Treasurer

Bowling Green, City of (KY), Treasury

Brazil, Government of, Ministry of Finance

California, State of, Department of Tax and
Fee Administration

California, State of, Franchise Tax Board

Canada, Government of, Revenue Agency

Colorado, State of, Department of Revenue

Connecticut, State of, Department of
Revenue Services

Delaware, State of, Division of Corporations

Florida, State of, Department of Revenue

Georgia, State of, Department of Revenue

Hawaii, State of, Department of Taxation

Idaho, State of, Tax Commission

Illinois, State of, Department of Revenue

India, Government of, Income Tax
Department

Indiana, State of, Department of Revenue

Israel, Government of, Tax Authority

Japan, Government of, National Tax Agency

Jefferson, County of (IL), Treasurer

Kansas, State of, Department of Revenue

Kentucky, State of, Department of Revenue

King, County of (WA), Treasury

Latvia, Government of, State Revenue
Service

Louisiana, State of, Department of Revenue

Maine, State of, Revenue Services

Maryland, State of, Department of Revenue

Massachusetts, Commonwealth of,
Department of Revenue

Michigan, State of, Department of Treasury

Minnesota, State of, Department of Revenue

Mississippi, State of, Secretary of State

Missouri, State of, Department of Revenue

Nebraska, State of, Department of Revenue

New Hampshire, State of, Department of
Revenue Administration

New Jersey, State of, Division of Taxation

New York, City of (NY), Department of
Finance

New York, State of, Corporation Tax

North Carolina, State of, Department of
Revenue

Ohio, State of, Department of Taxation

Orange, County of (CA), Treasurer & Tax
Collector

Oregon, State of, Department of Revenue

Pennsylvania, Commonwealth of,
Department of Revenue

Rhode Island, State of, Division of Taxation

San Diego, County of (CA), Treasurer &
Tax Collector

San Francisco, City of (CA), Treasurer &
Tax Collector

Santa Clara, County of (CA), Department of
Tax & Collections

Singapore, Government of, Inland Revenue
Authority

South Carolina, State of, Department of
Revenue

Tennessee, State of, Department of Revenue

Utah, State of, Tax Commission

Virginia, Commonwealth of, Department of
Taxation

Wake, County of (NC), Tax Administration

Washington, D.C., Office of Tax & Revenue

Washington, State of, Department of
Revenue

Wisconsin, State of, Department of Revenue

SCHEDULE 1(u)

Utility Providers

AT&T Inc.
Cary, Town of (NC)
Cox Communications Inc.
Duke Energy Corp.
Irvine Ranch Water District (CA)
Pacific Gas & Electric Co.
Public Service Co. of North Carolina Inc.
San Francisco Public Utilities Commission
Southern California Edison Co.
Southern California Gas Co.
Verizon Business Network Services Inc.
Verizon Communications Inc.
Xcel Energy

SCHEDULE 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
ACE American Insurance Co. Chubb Custom Insurance Co. Chubb Insurance Co. of Canada Chubb National Insurance Co. Federal Insurance Co.	Chubb Bermuda Insurance Ltd.	Current
Aeglea BioTherapeutics Inc.	Aisling Capital LLC	Current
Amazon Web Services Inc.	Zoox Labs, Inc.	Current
ARK Investment Management LLC	ARK Investment Management LLC	Current
AT&T Inc.	AT&T Billing Southeast, LLC	Current
	AT&T Billing Southwest, LLC	Current
	AT&T Communications of Indiana, Inc.	Current
	AT&T Communications of Indiana, LLC	Current
	AT&T Communications of New York Inc.	Current
	AT&T Communications of Texas, LLC	Current
	AT&T Communications of Virginia, LLC	Current
	AT&T Comunicaciones Digitales, S. de R.L. de C.V.	Current
	AT&T Corp.	Current
	AT&T Datacomm Holdings, LLC	Current
	AT&T DataComm, L.P.	Current
	AT&T Global Communications Services Inc.	Current
	AT&T Inc.	Current
	AT&T Investment Fund IV, LLC	Current
	AT&T Investment Fund V, LLC	Current
	AT&T Investment Fund VI, LLC	Current
	AT&T Investment Operations I, LLC	Current
	AT&T Investment Operations II, LLC	Current
	AT&T Management Services, LLC	Current
	AT&T Mobility II LLC	Current
	AT&T Mobility LLC	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	AT&T MVPD Group Holdings, LLC AT&T Network Supply, LLC AT&T of Puerto Rico, Inc. AT&T of the Virgin Islands, Inc. AT&T Services, Inc. AT&T Southeast Supply, LLC AT&T Southwest Supply, LLC AT&T Supply I, LLC AT&T Technical Services Company, Inc. AT&T Teleholdings, Inc. AT&T West Supply, LLC Be Sunshine, LLC Illinois Bell Telephone Co. LLC	Current Current Current Current Current Current Current Current Current Current Current Current Current
BlackRock Institutional Trust Co. NA	BlackRock Investment Management (UK) Limited BlackRock TCP Capital Corp. Designated Underwriters Counsel BlackRock, Inc. Mark B. Florian Pam Chan	Closed Closed Current Current Current
Brain Neurotherapy Bio Inc.	Bayer AG Bayer Aktiengesese	Closed Closed
Bristol-Myers Squibb Co. MyoKardia Inc.	Bristol-Myers Squibb (China) Investment Co Ltd Bristol-Myers Squibb Company MyoKardia Australia Pty Ltd. MyoKardia Europe BV MyoKardia Inc.	Closed Current Current Current Current
Canada, Government of, Revenue Agency Ascot Specialty Insurance Co.	Canada Pension Plan Investment Board CPP Investment Board CPP Investment Board Europe SARL CPPIB Asia Inc. CPPIB Canada Inc. Public Sector Pension Investment Board	Current Current Current Current Closed Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Centro De Atencion e Investigacion en Salud Mental	Konstantina Diamantopoulos	Current
CenturyLink Communications LLC	Lumen Technologies, Inc.	Closed
Cole Schotz PC	Cole Schotz P.C.	Closed
Covaris Inc.	Matthew Holt New Mountain Partners V LP New Mountain Capital New Mountain Guardian IV BDC LLC New Mountain Guardian IV BDC SPV LLC New Mountain Investments V LLC	Current Current Current Current Current Current
Decibel Therapeutics Inc. Regeneron Pharmaceuticals Inc.	Regeneron Pharmaceuticals Inc.	Current
Deerfield Management Co. LP	Deerfield Management Company Julian Harris	Current Closed
Deloitte & Touche LLP	Deloitte Consulting LLP Deloitte LLP Deloitte Tax LLP Deloitte USA LLP	Current Current Current Current
Fiverr Inc.	Fiverr International Ltd.	Former
FTI Consulting Inc.	FTI Consulting Inc. John Howard Batchelor Kenneth Fung	Former Current Current
Georgia, State of, Department of Revenue	State of Georgia	Current
Gulf States Hemophilia & Thrombophilia Center Gulf States Hemophilia Center Texas Health Houston Gulf States Hemophilia Center	University of Texas Law School Clinic	Current
Hanover Insurance Co., The	The Hanover Insurance Group Inc.	Closed
HSBC Bank USA HSBC Holdings plc	HSBC Holdings plc	Current
Ideagen plc	Hg Capital 7 LP HgCapital LLP HgCapital Mercury 2 LP Hg Pooled Management Ltd.	Current Current Former Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Illinois, State of, Department of Revenue	Office of the Governor, State of Illinois	Former
Illumina Inc.	Illumina, Inc.	Closed
Integrated DNA Technologies Inc.	Danaher Corp. Pall Corporation	Current Former
J. Wood Capital Advisors LLC	J. Wood Capital Advisors LLC	Closed
Janssen Research & Development LLC	Janssen Pharmaceuticals Inc. Janssen Research & Development LLC Johnson & Johnson Johnson & Johnson Consumer Inc. Johnson & Johnson Health Care Systems Inc.	Current Closed Current Current Current
Kane, County of (IL), Coroner's Office	Kane County Judicial Partners	Closed
Klick USA Inc.	Klick Brave Fund I Inc. Klick Inc. Klick USA Inc. Klick Ventures Inc.	Current Current Current Current
Kurtzman Carson Consultants LLC	KCC Buyer LLC KCC Intermediate LLC KCC Parent LLC KCC Topco LLC Kurtzman Carson Consultants LLC	Current Current Current Current Current
Latham & Watkins LLP	Robert J. Frances Robert T. Buday	Former Current
Lazard Frères & Co. LLC	Lazard, Freres & Co. The Edgewater Funds	Former Current
McDermott Will & Emery LLP	McDermott Will & Emery	Closed
MDVIP LLC	Charlesbank Capital Partners, LLC Charlesbank Credit Opportunities Fund II, Limited Partnership Charlesbank Credit Opportunities Fund III, Limited Partnership Charlesbank Equity Fund X GP, Limited Partnership Charlesbank Technology Opportunities Fund, Limited Partnership	Current Former Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Minnesota, State of, Department of Revenue	Minnesota Department of Human Rights Minnesota, State of, Office of the Attorney General	Current Current
Moelis & Co.	Moelis & Co.	Former
Old Republic Insurance Co.	National Union Fire Insurance Company of Pittsburgh, PA	Current
Oracle America Inc.	Oracle America Inc. Oracle Corporation	Closed Current
Pacific Gas & Electric Co.	Pacific Gas and Electric Company	Former
Pacific Western Bank	Banc of California	Closed
Pennsylvania, Commonwealth of, Department of Revenue	Office of the General Counsel of Pennsylvania Office of the Governor of Pennsylvania Pennsylvania, Commonwealth of, Office of the Secretary of State	Former Former Former
People's United Bank NA	Wilmington Trust-London Limited	Closed
Perceptive Credit Holdings II LP	ARYA Sciences Acquisition Corp. ARYA Sciences Acquisition Corp. II ARYA Sciences Acquisition Corp. III ARYA Sciences Acquisition Corp. IV Perceptive Advisors	Closed Closed Closed Current Current
Perella Weinberg Partners LP PWP Holdings LP	Perella Weinberg Partners LP Tudor, Pickering, Holt & Co.	Current Former
Pfizer Inc.	Hospira, Inc. Pfizer, Inc.	Closed Current
Pharming Healthcare Inc.	Pharming Healthcare Inc.	Closed
Prevail Therapeutics Inc.	Eli Lilly & Company Eli Lilly Export SA	Current Current
PricewaterhouseCoopers LLP	David Jonas PricewaterhouseCoopers LLP PricewaterhouseCoopers LLP Ontario	Current Current Closed
RREEF America REIT II Corp. RREEF America REIT II Corp. PPP	RREEF America LLC	Current
RSUI Indemnity Co.	Berkshire Hathaway Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	BHE Renewables LLC BHER Power Resources Inc. BNSF Railway Brilliant National Services, Inc. FlightSafety International Inc. HomeServices of America, Inc. PPW Holdings LLC	Current Current Current Current Closed Current Current
Sanofi-Aventis Australia Pty Ltd.	Sanofi	Current
Scripps Executive Health Medical Group Inc. Scripps Health Inc.	Gilad Jaffe Scripps Summit Investments LLC	Current Current
Silicon Valley Bank SVB Financial Group	Leerink Partners LLC	Current
Singapore, Government of, Inland Revenue Authority	GIC Private Markets Private Limited GIC Real Estate Inc. GIC Ventures Pte. Ltd Temasek Holdings (Pte.) Ltd.	Current Current Current Closed
Skelton Taintor & Abbott	First American Financial Corporation	Closed
SoftBank Group Corp.	Bingbai Hou Mwashuma Kamata Nyatta Open Opportunity Management LLC SB Energy Global, LLC SB Group US, Inc. SB International, Inc. SB Investment Advisers (UK) Limited SB Investment Advisers (US) Inc. SBLA Advisers Corp. SoftBank Vision Fund II-2 LP SVF 2 SVF Holdco (UK) Ltd. SVF Investment Corp.	Former Former Current Current Current Current Current Current Closed Former Closed Closed Closed Former
Streck LLC	Madison IAQ LLC Madison Safety & Flow LLC	Current Closed
Trinity Cancer Care Center	Trinity Healthcare Solutions LLC	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
UnitedHealthcare	UnitedHealth Group Inc, Board of Directors UnitedHealth Group, Inc. USHealth Group, Inc.	Current Current Current
U.S. Bancorp US Bank NA US Bank Trust Co. NA	MUFG Union Bank, N.A.	Current
Utah, State of, Tax Commission	Utah Solicitor General	Closed
Vanderbilt University Medical Center	Vanderbilt University Vanderbilt University Donors Group	Closed Current
Vanguard Group Inc., The	The Vanguard Group	Former
Verizon Business Network Services Inc. Verizon Communications Inc.	Verizon Communications Inc.	Current
Virtus Diagnostics	BGH Capital Services Pty Ltd	Current
Weill Cornell Medical College	Cornell University	Current
XiFin Inc.	Avista Capital Partners Fund V LP Avista Capital Partners, L.P. Xifin, Inc.	Closed Current Closed
XL Specialty Insurance Co.	AXA European Infrastructure Fund SA AXA Real Estate Investment Managers UK Ltd. AXA REIM SGP AXA REIM SGP on behalf of AXA Avenir Infrastructure	Current Current Current Current
Zuckerberg San Francisco General Hospital, Division of Cardiology	Lily S. Kornbluth	Current
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]
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[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]

EXHIBIT C

Schrank Declaration

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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Nicole L. Greenblatt, P.C. (admitted *pro hac vice*)
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-and-

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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300 North LaSalle
Chicago, Illinois 60654
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spencer.winters@kirkland.com

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

INVITAE CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11362 (MBK)

(Jointly Administered)

**DECLARATION OF ANA SCHRANK
IN SUPPORT OF THE DEBTOR'S APPLICATION
FOR THE ENTRY OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND**

¹ The last four digits of Debtor Invitae Corporation's tax identification number are 1898. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at www.kccllc.net/invitae. The Debtors' service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.

**& ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION EFFECTIVE AS OF FEBRUARY 13, 2024**

I, Ana Schrank, Chief Financial Officer, of Invitae Corporation being duly sworn, state the following under penalty of perjury:

1. I am the Chief Financial Officer of Invitae Corporation located at 1400 16th Street, San Francisco, California 94103.

2. I submit this declaration (this “Declaration”) in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP as Attorneys for the Debtors and Debtors in Possession Effective as of February 13, 2024* (the “Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

The Debtors’ Selection of Counsel

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. To that end, the review process utilized by the Debtors here assessed potential counsel based on their expertise in the relevant legal issues and in similar proceedings. Using this review process, the Debtors interviewed several firms to serve as potential bankruptcy counsel.

5. Ultimately, the Debtors retained Kirkland because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. More specifically, Kirkland is familiar with the Debtors’ business operations and many of the potential

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

legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well qualified and uniquely able to represent the Debtor in these chapter 11 cases in an efficient and timely manner.

Rate Structure

6. In my capacity as Chief Financial Officer, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Kirkland has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Kirkland charges for non-bankruptcy representations. As discussed below, I am also responsible for reviewing the statements regularly submitted by Kirkland, and can confirm that the rates Kirkland charged the Debtors in the prepetition period are the same as the rates Kirkland will charge the Debtors in the postpetition period.

Cost Supervision

7. Pursuant to the Interim Cash Collateral Order³ the Debtors must furnish budget and variance reports biweekly, which include detail regarding the fees and expenses incurred in these chapter 11 cases by professionals proposed to be retained by the Debtors. As a retained professional, Kirkland's fees and expenses will be included in those reporting requirements. Moreover, the Debtors and Kirkland recognize that in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and Kirkland. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and

³ “Interim Cash Collateral Order” means the *Interim Order Pursuant to Sections 105, 361, 362, 363, 503, and 507 of the Bankruptcy Code and Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure: (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 47].

expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review the statements that Kirkland regularly submits.

8. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

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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: March 13, 2024

Respectfully submitted,

/s/ Ana Schrank

Name: Ana Schrank

Title: Chief Financial Officer