

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (*pro hac vice* pending)
Nicole L. Greenblatt, P.C. (*pro hac vice* pending)
Francis Petrie (*pro hac vice* pending)
Jeffrey Goldfine (*pro hac vice* pending)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
joshua.sussberg@kirkland.com
nicole.greenblatt@kirkland.com
francis.petrie@kirkland.com
jeffrey.goldfine@kirkland.com

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Daniel J. Harris, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
dharris@coleschotz.com

-and-

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Spencer A. Winters, P.C. (*pro hac vice* pending)
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
spencer.winters@kirkland.com

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

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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)

(Joint Administration Requested)

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’ proposed 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.



**DEBTORS' MOTION FOR ENTRY OF
INTERIM AND FINAL ORDERS AUTHORIZING
THE DEBTORS TO (I) MAINTAIN INSURANCE AND
SURETY COVERAGE ENTERED INTO PREPETITION AND
PAY RELATED PREPETITION OBLIGATIONS AND (II) RENEW,
SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE AND SURETY COVERAGE**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this motion (this “Motion”):²

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and “Final Order”), authorizing the Debtors to (a) maintain coverage under the Insurance Policies and the Surety Bonds and pay related obligations, and (b) renew, supplement, modify, or purchase insurance and surety coverage in the ordinary course of business. In addition, the Debtors request that the Court schedule a final hearing within approximately thirty (30) days after the commencement of these chapter 11 cases to consider entry of the Final Order.

Jurisdiction and Venue

2. 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 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a

² A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is 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* (the “First Day Declaration”), filed contemporaneously herewith. Capitalized terms used but not immediately defined are defined later in this Motion, in the First Day Declaration, or in the Cash Collateral Motion, as applicable.

final order in connection with this Motion 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.

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

4. The bases for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2002-1 and 9013-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

Background

5. On February 13, 2024 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration 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, and no official committees have been appointed or designated.

The Insurance Policies and Related Payment Obligations

6. In the ordinary course of business, the Debtors maintain twenty-nine (29) insurance policies (collectively, the “Insurance Policies”) administered by various third-party insurance carriers (collectively, the “Insurance Carriers”). The Insurance Policies provide coverage for, among other things, the Debtors’ property, general liability, products liability, foreign liability, employment practices liability, automobile liability, cyber liability, crime, workers’ compensation, umbrella coverage, and directors’ and officers’ liability.

7. The Insurance Policies, each of which is listed on **Exhibit C** attached hereto, are essential to the ongoing operation of the Debtors' businesses.³ The Debtors' ability to maintain the Insurance Policies, to renew, supplement, and modify the same as needed, and to enter into new insurance policies as needed in the ordinary course of business, is essential to preserving the value of the Debtors' businesses, operations, and assets. Moreover, in many instances, insurance coverage is required by statutes, rules, regulations, and contracts that govern the Debtors' commercial activities, including the requirements of the Office of the United States Trustee for the District of New Jersey (the "U.S. Trustee") that a debtor maintain adequate coverage given the circumstances of its chapter 11 case.

8. Accordingly, the Debtors seek authorization to maintain the Insurance Policies, to pay related prepetition obligations, to renew, supplement, or modify the Insurance Policies as needed, and to enter into new insurance policies in the ordinary course of business.

I. Premiums.

9. The Insurance Policies generally are one (1) year in length, with no obligation to renew such Insurance Policies upon their expiration. The aggregate annual net premium obligations associated with the Insurance Policies (the "Premiums") is approximately \$6.6 million,

³ The descriptions of the Insurance Policies set forth in this Motion constitute a summary only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with the description in this Motion. Although **Exhibit C** is intended to be comprehensive, the Debtors may have inadvertently omitted Insurance Policies from **Exhibit C**. The Debtors request authority to honor existing Insurance Policies and renew Insurance Policies, as applicable, regardless of whether the Debtors inadvertently failed to include a particular Insurance Policy on **Exhibit C**, and any such omitted Insurance Policy is hereby included in the defined term "Insurance Policies" as used herein and in the Interim Order and Final Order. Additionally, the attached **Exhibit C** includes an Insurance Policy related to the Debtors' workers' compensation program (the "Workers' Compensation Policy"), which program is described in the *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (II) Continue Employee Benefits Programs* (the "Wages Motion"), filed contemporaneously herewith. For the avoidance of doubt, this Motion asks the Court to authorize the Debtors' payment of any prepetition obligations on account of the Workers' Compensation Policy to the extent not covered by the relief requested in the Wages Motion.

not including applicable taxes or surcharges.⁴ The Premiums are paid in a single lump sum shortly after the applicable Insurance Policy annual renewal date. As of the Petition Date, the Debtors do not believe that they owe any outstanding amounts on account of prepetition Premiums.

10. Certain of the Insurance Policies are subject to audits during their respective periods (the “Insurance Policy Audits”), which may result in an adjustment of the Premiums owed on account thereof.⁵ As of the Petition Date, there are no Insurance Policy Audits presently being undertaken.⁶ However, out of an abundance of caution, the Debtors seek authority to honor any amounts owed on account of Insurance Policy Audits in the ordinary course of business.

II. Deductibles and Self-Insured Retentions.

11. Pursuant to certain of the Insurance Policies, the Debtors are required to pay various deductibles (the “Deductibles”) or self-insured retentions (the “Self-Insured Retentions”), depending upon the type of claim and Insurance Policy involved. Generally, if a claim is made against the Insurance Policies that is subject to a Deductible, the applicable Insurance Carrier may pay the claimant directly and then invoice the Debtors for any Deductibles. When a policy is subject to a Deductible, a compensable claim is typically assessed from dollar one and then the Deductible is subtracted from the claim. In such situations, the Insurance Carriers may have prepetition claims against the Debtors due to the prepetition payment of the claims without a

⁴ For the avoidance of doubt, Premiums excludes the gross premium amounts for the Debtors’ three representations and warranties insurance policies (the “Representations and Warranties Policies”) relating to former transactions of the Debtors. The Representations and Warranties Policies have six-year terms and will not be renewed upon expiry.

⁵ The Workers’ Compensation Policy is subject to audit within three (3) years of the expiration of such policy.

⁶ As discussed in the Wages Motion, the Debtors’ workers compensation program is subject to regular audits (the “Workers’ Compensation Audits”), which may result in an adjustment of the premiums owed on account thereof. Workers’ Compensation Audits for prepetition premium payments will not conclude until after the Petition Date. As a result, the aggregate amount of the Debtors’ obligations arising from the Workers’ Compensation Audits is to be determined.

corresponding Deductible. In addition, if a claim is made under an Insurance Policy that uses Self-Insured Retentions, the Debtors must make payments in the first instance up to the limit of the Self-Insured Retentions and, once the Debtors have made such payments, the applicable Insurance Carrier is obligated to cover any remaining costs.

12. As of the Petition Date, the Debtors do not believe that they owe any amounts to the Insurance Carriers relating to Deductibles or Self-Insured Retentions. Nevertheless, out of an abundance of caution, the Debtors seek authority to satisfy any prepetition amounts outstanding or that arise in the ordinary course of business in connection with the Deductibles and Self-Insured Retentions to ensure uninterrupted coverage thereunder.

The Debtors' Surety Bond Program

13. In the ordinary course of business, the Debtors provide surety bonds (the "Surety Bonds") to certain third parties to secure the Debtors' payment or performance of certain obligations (the "Surety Bond Program"). A schedule of the Surety Bonds currently maintained by the Debtors is attached hereto as **Exhibit D** and incorporated herein by reference.⁷

14. When a party that transacts with the Debtors requests a bond and the Debtors determine that they have better operational uses for cash and do not wish to provide the cash and cash equivalents necessary to satisfy such request, they may pursue a surety bond. In such situations, sureties (each a "Surety," and together, the "Sureties") provide, upfront, the full amount of the requested cash and cash equivalents to the requesting party on behalf of the Debtors, in exchange for a fee from the Debtors and an amount of collateral to secure the bond issuance on

⁷ The descriptions of the Surety Bonds set forth in this Motion constitute a summary only. The actual terms of the Surety Bonds and related agreements will govern in the event of any inconsistency with the description in this Motion. The Debtors request relief with respect to all Surety Bonds, regardless of whether the Debtors inadvertently fail to include a particular Surety Bond on **Exhibit D**.

the Debtors' behalf. The issuance of a surety bond shifts the risk of the Debtors' nonperformance or nonpayment from an obligee to a surety.

15. In the ordinary course of business, the Debtors maintain two (2) Surety Bonds, one (1) issued by the State of Florida Agency for Health Care Administration and one (1) issued by the State of Wyoming Department of Workforce Services,⁸ which together provide approximately \$61,000 in aggregate coverage for the Debtors' obligations. Such Surety Bonds are issued in favor of various state regulatory agencies to guarantee certain state law obligations relating to Medicaid reimbursement and workers' compensation. As of the Petition Date, the Debtors do not believe that there are any amounts outstanding on account of the Surety Bonds.

16. The Debtors seek authority to (a) pay any amounts related to renewal or supplementation of the Surety Bond Program on a postpetition basis and (b) continue the Surety Bond Program, each in the ordinary course of business, and execute other agreements as needed during the administration of these chapter 11 cases. Failing to provide, maintain, or timely replace Surety Bonds will prevent the Debtors from complying with, among other things, their state law obligations, and consequently prevent them from undertaking essential functions related to their operations.

The Debtors' Insurance and Surety Bond Broker

17. The Debtors obtain all of their Insurance Policies and Surety Bonds through Woodruff-Sawyer & Co., Inc. (the "Broker"). The Broker, among other things: (a) assists the Debtors in obtaining comprehensive insurance and surety coverage for their operations in a

⁸ The State of Wyoming Department of Workforce Services Surety Bond is a Surety Bond related to the Debtors' Workers' Compensation Policy, which is described in the Wages Motion. For the avoidance of doubt, this Motion asks the Court to authorize the Debtors' payment of any prepetition obligations on account of the Workers' Compensation Policy to the extent not covered by the relief requested in the Wages Motion.

cost-effective manner; (b) manages renewal data; and (c) provides ongoing support throughout the applicable policy periods for the Insurance Policies and the Surety Bonds. In exchange for these services, the Debtors pay a broker commission and brokerage fees (collectively, the “Broker Fees”).

18. As of the Petition Date, the Debtors do not owe any amounts to the Broker on account of Broker Fees. However, out of an abundance of caution, the Debtors request authority to pay the prepetition obligations owed to the Broker (if any) and to continue to pay the Broker for services rendered in the ordinary course of business to ensure uninterrupted coverage under their Insurance Policies and Surety Bonds.

Basis for Relief

I. Continuation of the Insurance Policies and the Surety Bond Program Is Required by the Bankruptcy Code and U.S. Trustee Guidelines.

19. Section 1112(b)(4)(C) of the Bankruptcy Code provides that “failure to maintain appropriate insurance that poses a risk to the estate or to the public” is “cause” for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). In addition, in many instances, the coverage provided under the Insurance Policies is required by the regulations, laws, and contracts that govern the Debtors’ commercial activities, including the U.S. Trustee Guidelines. Accordingly, the Debtors believe it is essential to their estates, and consistent with the Bankruptcy Code and the U.S. Trustee Guidelines, that they continue to satisfy all obligations related to the Insurance Policies and the Surety Bond Program (as applicable) and have the authority to supplement, amend, extend, renew, or replace their Insurance Policies and Surety Bond Program as needed, in their judgment, without further order of the Court.

II. The Debtors Should Be Authorized to Satisfy Prepetition Obligations Required Under the Insurance Policies and Surety Bond Program and to Continue Honoring Such Obligations Postpetition.

20. The relief requested herein is essential to the Debtors' continuation of ordinary-course operations and, as such, is warranted under sections 105(a) and 363 of the Bankruptcy Code. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *see also In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

21. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also Armstrong World*, 29 B.R. at 397 (relying on section 363 to allow contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *In re Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36

(Bankr. D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b)).

22. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a), courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s businesses. *See In re Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., In re Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New England Ry Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *In re Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim.” *In re CoServ*, 273 B.R. at 497.

23. The doctrine of necessity is satisfied here. The nature of the Debtors' businesses and these chapter 11 cases render it essential for the Debtors to maintain their Insurance Policies and Surety Bonds on an ongoing and uninterrupted basis. The Insurance Policies protect the Debtors and other parties in interest from losses caused by casualty, natural disaster, fraud, or other unforeseen events, and, in some cases, maintenance of such insurance coverage is required by the regulations, laws, and contracts that govern the Debtors' commercial activities, including the U.S. Trustee's requirement that a debtor maintain adequate coverage given the circumstances of its chapter 11 case. The Surety Bonds guarantee the Debtors' obligations to state regulatory agencies and on certain state law obligations, which are necessary to maintain the Debtors' current business operations and avoid severe disruption at this critical juncture in these chapter 11 cases.

24. The non-payment of any Premiums, Deductibles, or related fees under the Insurance Policies and any amounts owed in connection with the Surety Bond Program could result in one or more of the Insurance Carriers or Sureties terminating or declining to renew the Insurance Policies or Surety Bonds or refusing to enter into new insurance policies or surety bonds with the Debtors. Any interruption in insurance or surety coverage or lapse in maintenance of the Insurance Policies or Surety Bonds would expose the Debtors to a number of risks, including: (a) the possible incurrence of direct liability for the payment of claims that otherwise would have been covered by the Insurance Policies or Surety Bonds; (b) the possible incurrence of material costs and other losses that otherwise would have been reimbursed; (c) the possible inability to obtain similar insurance or surety coverage on terms as equally favorable as the present coverage; and (d) the possible incurrence of higher costs for re-establishing lapsed Insurance Policies or Surety Bonds or obtaining new insurance policies or surety bonds. In short, failure to maintain the

Insurance Policies and Surety Bonds could have a detrimental impact on the Debtors' businesses and the value of their estates.

25. Accordingly, to preserve the value of their estates and minimize exposure to risk during the pendency of these chapter 11 cases, the Debtors seek to (a) maintain coverage under the Insurance Policies and the Surety Bonds and pay related obligations and (b) renew, supplement, modify, or purchase insurance and surety coverage in the ordinary course of business on a postpetition basis.

26. Courts in this district have granted relief similar to the relief requested herein under sections 105(a) and 363(b) of the Bankruptcy Code. *See, e.g., In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Jan. 24, 2024) (authorizing the debtors to continue their insurance and surety bond program on an interim basis); *In re WeWork Inc*, No. 23-19865 (JKS) (Bankr. D.N.J Dec. 6, 2023) (authorizing the debtors to continue their insurance and surety bond program on a final basis); *In re Rite Aid Corp., Inc.*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (same); *In re Cyxtera Technologies, Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 29, 2023) (same); *In re David's Bridal, LLC* No. 23-13131 (CMG) (Bankr. D.N.J May 18, 2023) (same).⁹

Processing of Checks and Electronic Fund Transfers Should Be Authorized

27. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any

⁹ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

28. Bankruptcy Rule 6003 empowers a court to grant relief within the first twenty-one (21) days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003. As set forth in this Motion, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture. The requested relief is necessary for the Debtors to operate their businesses in the ordinary course, preserve the ongoing value of their operations, and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 to support the relief requested herein.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

29. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Waiver of Memorandum of Law

30. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

Reservation of Rights

31. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority of, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

No Prior Request

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

Notice

33. The Debtors will provide notice of this Motion to the following parties and/or their respective counsel, as applicable: (a) the office of the United States Trustee for the District of New Jersey; (b) the Debtors' thirty (30) largest unsecured creditors (on a consolidated basis); (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; (m) the Insurance Carriers; (n) the Sureties; (o) the Broker; and (p) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request entry of the Interim Order and Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, and granting the relief requested herein.

Dated: February 13, 2024

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Daniel J. Harris, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
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*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Proposed Interim 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)
(Joint Administration Requested)

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’ proposed 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.

**INTERIM ORDER
AUTHORIZING THE DEBTORS
TO (I) MAINTAIN INSURANCE AND
SURETY COVERAGE ENTERED INTO PREPETITION
AND PAY RELATED PREPETITION OBLIGATIONS AND (II) RENEW,
SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE AND SURETY COVERAGE**

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

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

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Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

dharris@coleschotz.com

Proposed Co-Counsel for Debtors and Debtors in Possession

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: INTERIM ORDER AUTHORIZING THE DEBTORS TO (I) MAINTAIN INSURANCE AND SURETY COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION OBLIGATIONS AND (II) RENEW, SUPPLEMENT, MODIFY, OR REPURCHASE INSURANCE AND SURETY COVERAGE

Upon the *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations and (II) Renew, Supplement, Modify, or Repurchase Insurance and Surety Coverage* (the "Motion"),¹ of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Interim Order") authorizing the Debtors to (a) maintain coverage under the Insurance Policies and the Surety Bonds and pay related obligations, and (b) renew, supplement, modify, or purchase insurance and surety coverage in the ordinary course, and (c) scheduling a final hearing (the "Final Hearing") to consider approval of the Motion on a final basis, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: INTERIM ORDER AUTHORIZING THE DEBTORS TO (I) MAINTAIN INSURANCE AND SURETY COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION OBLIGATIONS AND (II) RENEW, SUPPLEMENT, MODIFY, OR REPURCHASE INSURANCE AND SURETY COVERAGE

establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY**

ORDERED THAT:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on _____, **2024**, at _____

(Eastern Time). Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by (i) the Debtors' proposed counsel; (ii) the office of the United States Trustee for the District of New Jersey; (iii) the agent to the Secured Notes; (iv) the indenture trustee to the 2024 Convertible Notes; (v) the indenture trustee to the 2028 Convertible Notes; (vi) counsel to the Required Holders; (vii) counsel to the 2028 Convertible Noteholders, and (viii) counsel to any statutory committee appointed in these chapter 11 cases on or before _____, **2024**, **at 4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. The Debtors shall serve a copy of the Motion and this Interim Order on each Insurance Carrier and Surety listed in Exhibit C and Exhibit D, as applicable, to the Motion within two (2) business days after the date this Interim Order is entered.

4. The Debtors are authorized and in each case in accordance with the ordinary course of business, the Approved Budget, and this Interim Order, to:

- (a) continue the Insurance Policies, including without limitation those Insurance Policies identified on Exhibit C to the Motion, and pay any prepetition or postpetition obligations related to the Insurance Policies, including any amounts owed on account of the Premiums, Insurance Policy

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Debtors: INVITAE CORPORATION, *et al.*
Case No. 24-11362 (MBK)
Caption of Order: INTERIM ORDER AUTHORIZING THE DEBTORS TO (I) MAINTAIN INSURANCE AND SURETY COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION OBLIGATIONS AND (II) RENEW, SUPPLEMENT, MODIFY, OR REPURCHASE INSURANCE AND SURETY COVERAGE

Audits, Deductibles and Self-Insured Retentions, and amounts owed to the Brokers under the Insurance Policies, in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors' chapter 11 cases;

- (b) maintain the Surety Bonds, including without limitation the Surety Bonds identified on Exhibit D to the Motion, without interruption, including the payment of premiums, provision of additional or new surety bonds as needed during the administration of these chapter 11 cases, and to take all appropriate actions in connection therewith, including providing any cash collateral, and execution of other agreements in connection with the Surety Bonds, and pay any prepetition or postpetition obligations related to the Surety Bonds, including any amounts owed to the Brokers, in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors' chapter 11 cases; and
- (c) renew, amend, supplement, extend, change, or purchase insurance policies and surety bonds, or enter into new insurance policies, as needed in the ordinary course of business to the extent that the Debtors determine that such action is in the best interest of their estates;

provided that, with respect to paragraph 4(a)–(c) above, nothing in this Interim Order authorizes the Debtors to pay any amounts before such amounts are due, including, but not limited to, amounts related to the Insurance Policies and the Surety Bonds.

5. Notwithstanding anything to the contrary in the Motion or this Interim Order, the Debtors are not authorized to take any action with respect to a Surety Bond that would have the effect of transforming a prepetition undersecured or unsecured obligation into a postpetition or secured obligation. Such relief may be sought by separate motion, which may be heard on an expedited basis.

6. To the extent the Debtors subsequently become aware of additional Insurance Policies that have not previously been disclosed, or to the extent the Debtors enter into new

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: INTERIM ORDER AUTHORIZING THE DEBTORS TO (I) MAINTAIN INSURANCE AND SURETY COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION OBLIGATIONS AND (II) RENEW, SUPPLEMENT, MODIFY, OR REPURCHASE INSURANCE AND SURETY COVERAGE

insurance policies or renew any Insurance Policies, the Debtors shall disclose these Insurance Policies to the U.S. Trustee, the agent to the Secured Notes, counsel to the Required Holders, and any official committees appointed in these chapter 11 cases.

7. Any new financing agreement must be brought pursuant to section 364 of the Bankruptcy Code and approved by the Court.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

9. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority of, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: INTERIM ORDER AUTHORIZING THE DEBTORS TO (I) MAINTAIN INSURANCE AND SURETY COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION OBLIGATIONS AND (II) RENEW, SUPPLEMENT, MODIFY, OR REPURCHASE INSURANCE AND SURETY COVERAGE

pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

10. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

11. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

12. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

13. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

15. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: INTERIM ORDER AUTHORIZING THE DEBTORS TO (I) MAINTAIN INSURANCE AND SURETY COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION OBLIGATIONS AND (II) RENEW, SUPPLEMENT, MODIFY, OR REPURCHASE INSURANCE AND SURETY COVERAGE

16. 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 Motion or otherwise waived.

17. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after the entry of this Interim Order.

18. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

Exhibit B

Proposed Final 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)
(Joint Administration Requested)

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’ proposed 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.

**FINAL ORDER AUTHORIZING
THE DEBTORS TO (I) MAINTAIN INSURANCE
AND SURETY COVERAGE ENTERED INTO PREPETITION
AND PAY RELATED PREPETITION OBLIGATIONS AND (II) RENEW,
SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE AND SURETY COVERAGE**

The relief set forth on the following pages, numbered three (3) through seven (7), is
ORDERED.

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

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (*pro hac vice* pending)

Nicole L. Greenblatt, P.C. (*pro hac vice* pending)

Francis Petrie (*pro hac vice* pending)

Jeffrey Goldfine (*pro hac vice* pending)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

joshua.sussberg@kirkland.com

nicole.greenblatt@kirkland.com

francis.petrie@kirkland.com

jeffrey.goldfine@kirkland.com

-and-

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Spencer A. Winters, P.C. (*pro hac vice* pending)

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

spencer.winters@kirkland.com

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Daniel J. Harris, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

dharris@coleschotz.com

Proposed Co-Counsel for Debtors and Debtors in Possession

(Page | 3)

Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

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Upon the *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations and (II) Renew, Supplement, Modify, or Repurchase Insurance and Surety Coverage* (the "Motion"),¹ of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order"), authorizing the Debtors to (a) maintain coverage under the Insurance Policies and the Surety Bonds and pay related obligations, and (b) renew, supplement, modify, or purchase insurance and surety coverage in the ordinary course, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for

¹ Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

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the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. The Debtors are authorized and in each case in accordance with the ordinary course

of business, the Approved Budget, and this Final Order, to:

- (a) continue the Insurance Policies, including without limitation those Insurance Policies identified on Exhibit C to the Motion, and pay any prepetition or postpetition obligations related to the Insurance Policies, including any amounts owed on account of the Premiums, Insurance Policy Audits, Deductibles and Self-Insured Retentions, and amounts owed to the Brokers under the Insurance Policies, in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors' chapter 11 cases;
- (b) maintain the Surety Bonds, including without limitation the Surety Bonds identified on Exhibit D to the Motion, without interruption, including the payment of premiums, provision of additional or new surety bonds as needed during the administration of these chapter 11 cases, and to take all appropriate actions in connection therewith, including providing any cash collateral, and execution of other agreements in connection with the Surety Bonds, and pay any prepetition or postpetition obligations related to the Surety Bonds, including any amounts owed to the Brokers, in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors' chapter 11 cases; and
- (c) renew, amend, supplement, extend, change, or purchase insurance policies and surety bonds, or enter into new insurance policies, as needed, in the ordinary course of business to the extent that the Debtors determine that such action is in the best interest of their estates;

provided that, with respect to paragraph 2(a)–(c) above, nothing in this Final Order authorizes the Debtors to pay any amounts before such amounts are due, including, but not limited to, amounts related to the Insurance Policies, and the Surety Bonds.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

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3. Notwithstanding anything to the contrary in the Motion or this Final Order, the Debtors are not authorized to take any action with respect to a Surety Bond that would have the effect of transforming a prepetition undersecured or unsecured obligation into a postpetition or secured obligation. Such relief may be sought by separate motion, which may be heard on an expedited basis.

4. To the extent the Debtors subsequently become aware of additional Insurance Policies that have not previously been disclosed, or to the extent the Debtors enter into new insurance policies or renew any Insurance Policies, the Debtors shall disclose these Insurance Policies to the U.S. Trustee, the agent to the Secured Notes, counsel to the Required Holders, and any official committees appointed in these chapter 11 cases.

5. Any new financing agreement must be brought pursuant to section 364 of the Bankruptcy Code and approved by the Court.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

7. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of,

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

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basis for, priority of, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

8. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

9. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: FINAL ORDER AUTHORIZING THE DEBTORS TO (I) MAINTAIN INSURANCE AND SURETY COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION OBLIGATIONS AND (II) RENEW, SUPPLEMENT, MODIFY, OR REPURCHASE INSURANCE AND SURETY COVERAGE

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

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

13. 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 Motion or otherwise waived.

14. The Debtors shall serve a copy of this Final Order on all required parties pursuant to Local Rule 9013-5(f).

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

Exhibit C

Insurance Policies

Type of Coverage	Insurance Carrier	Policy Number	Policy Term	Approximate Annual Premium
Auto Liability	Federal Insurance Company	73580846	11/1/2023 - 11/1/2024	\$5,316
Crime	Beazley Insurance Company, Inc.	V1DC6F230701	4/12/2023 - 4/12/2024	\$18,606
Cyber Liability - Primary	ACE American Insurance Company	D95132790	11/1/2023 - 11/1/2024	\$190,462
Cyber Liability - First Excess	Corvus Insurance Agency, LLC	CXS-107909396-00	11/1/2023 - 11/1/2024	\$157,417
Cyber Liability - Second Excess	AXIS Surplus Insurance Company	P-001-000414890-04	11/1/2023 - 11/1/2024	\$125,772
Cyber Liability - Third Excess	Allied World Specialty Insurance Company	0313-1359	11/1/2023 - 11/1/2024	\$103,611
Cyber Liability - Fourth Excess	Liberty Surplus Insurance Corporation	EO5SAB4IHU004	11/1/2023 - 11/1/2024	\$92,862
Directors & Officers Liability - Primary	XL Specialty Insurance Company	ELU182053-22	4/12/2024 - 4/12/2025	\$825,000
Directors & Officers Liability - First Excess	Allied World Specialty Insurance Company	0313-7929	4/12/2024 - 4/12/2025	\$616,050
Directors & Officers Liability - Second Excess	Hudson Insurance Company	HN-0303-6385-041223	4/12/2024 - 4/12/2025	\$523,550
Directors & Officers Liability - Third Excess	Vantage Risk Assurance Company	P04ML0000033970	4/12/2025 - 4/12/2025	\$445,018
Directors & Officers Liability - Fourth Excess	Old Republic Insurance Company	ORPRO 12 103397	4/12/2024 - 4/12/2025	\$377,400
Directors & Officers Liability - Fifth Excess	Ascot Specialty Insurance Company	MLXS2310000027-03	4/12/2024 - 4/12/2025	\$330,991
Directors & Officers Liability - Sixth Excess	RSUI Indemnity Company	NHS704682	4/12/2024 - 4/12/2025	\$272,672
Directors & Officers Liability - Seventh Excess	National Union Fire Insurance Company of Pittsburgh, Pa.	03-877-89-07	4/12/2024 - 4/12/2025	\$231,629
Directors & Officers Liability - Eighth Excess	AIG Specialty Insurance Company	03-880-10-77	4/12/2024 - 4/12/2025	\$155,286

Type of Coverage	Insurance Carrier	Policy Number	Policy Term	Approximate Annual Premium
Directors & Officers Liability - Ninth Excess	XL Specialty Insurance Company	ELU189186-23	4/12/2024 - 4/12/2025	\$106,425
Directors & Officers Liability - Tenth Excess	Hudson Insurance Company	HN-0303-7312-041223	4/12/2024 - 4/12/2025	\$86,000
Directors & Officers Liability - Eleventh Excess	AXIS Insurance Company	P-001-000317588-04	4/12/2024 - 4/12/2025	\$66,650
Employment Practices Liability	Arch Insurance Company	EPL9300032-07	4/12/2023 - 4/12/2024	\$89,717
Fiduciary Liability	National Union Fire Insurance Company of Pittsburgh, Pa.	03-877-89-06	4/12/2023 - 4/12/2024	\$10,500
Commercial Package Liability	Federal Insurance Company	35987411	11/1/2023 - 11/1/2024	\$598,853
Commercial General Liability	Chubb Custom Insurance Company	36050644	11/1/2023 - 11/1/2024	\$1,006,275
Representations and Warranties Insurance	Brit Syndicates Limited AXIS Insurance Company HDI Global Specialty SE Markel International Insurance Company Limited	AMB02858	6/14/2019 - 6/19/2025	N/A
Representations and Warranties Insurance - Primary	Indian Harbor Insurance Company	US00101006BL20A	6/1/2020 - 6/1/2026	N/A
Representations and Warranties Insurance - First Excess	Brit Syndicates Limited AXIS Insurance Company HDI Global Specialty SE Markel International Insurance Company Limited	AMB03229	6/1/2020 - 6/1/2026	N/A
Umbrella Liability	Federal Insurance Company	79883582	11/1/2023 - 11/1/2024	\$23,375
Workers' Compensation & Employers Liability - AK, MS, SC	Federal Insurance Company	71832782	11/1/2023 - 11/1/2024	\$6,698

Type of Coverage	Insurance Carrier	Policy Number	Policy Term	Approximate Annual Premium
Workers' Compensation & Employers Liability	Chubb National Insurance Company	71771514	11/1/2023 - 11/1/2024	\$150,451

EXHIBIT D

Surety Bonds

Bond Number	Principal	Obligee	Surety	Bond Description	Bond Expiration Date
1004465	Invitae Corporation	The State of Florida	The Hanover Insurance Company	Medicaid Provider Surety Bond	06/10/2024
1004471	Invitae Corporation	The State of Wyoming	The Hanover Insurance Company	Non-Resident Employers' Surety Bond	02/27/2024