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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
INVITAE CORPORATION, *et al*.,	Case No. 24-11362 (MBK)
Debtors.[1]	(Joint Administration Requested)

DECLARATION OF ANA SCHRANK, CHIEF FINANCIAL OFFICER OF INVITAE CORPORATION, IN SUPPORT OF CHAPTER 11 FILING, FIRST DAY MOTIONS, AND ACCESS TO CASH COLLATERAL

I, Ana Schrank, hereby declare under penalty of perjury:

[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 location of Debtor Invitae Corporation's principal place of business and the Debtors' service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.

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1. I am the Chief Financial Officer of Invitae Corporation (together with the other above-captioned debtors and debtors in possession, the "Debtors," and, collectively with their non-Debtor affiliates, "Invitae" or the "Company").

Introduction

2. Invitae is a leading medical genetics company that is in the business of delivering genetic testing services, digital health solutions, and health data services that support a lifetime of patient care and improved outcomes. Invitae offers genetic testing across multiple clinical areas, including hereditary cancer, precision oncology, and rare diseases. Invitae applies proprietary design, process automation, robotics and bioinformatics software solutions to expand the use and impact of genetic information and achieve efficiencies in sample processing and complex variant interpretation, allowing medical interpretation at scale. With the help of Invitae's genetic information, healthcare providers can assist patients in better understanding their susceptibility to a variety of diseases, which may lead to making more informed, sometimes life-saving, decisions about their health and medical care.

3. Invitae's tests have been taken by more than 4.4 million individual patients. More than 2.2 million of these patients have also made their test results available for sharing through digital health platforms and clinical data services that provide medical professionals and researchers with crucial data points to improve their understanding of the relationship between genetics and disease. This shared data can advance genetic developments in the healthcare industry as a whole, and potentially lead to the development of more effective treatments.

4. Invitae was founded in January 2010, and the Company's proprietary design, process automation, robotics, and bioinformatics software solutions positioned it to establish a sizable market share in the genetic research and testing space. Invitae's quick growth was accompanied by a series of acquisitions designed to strategically bolster and expand the

Company's reach into new and novel segments within the healthcare industry and genetic testing field. Between 2019 and 2021, the Company made thirteen (13) acquisitions, many of which unlocked value for Invitae and helped expand the Company's offerings. However, these acquisitions required large sums of capital and substantial operating expenses that the Company funded, in large part, by adding significant debt to its balance sheet. These acquisitions increased the Company's funded debt obligations by approximately $1.5 billion. These acquisitions also increased operating expenses and cash burn significantly, as many of the newly acquired businesses were pre-commercial and, as such, unprofitable.

5. While the Company was facing internal challenges as it navigated its newly expanded footprint, its financial position was exacerbated by external market conditions. Widespread inflation in 2021 drove up the cost of raw materials, labor, manufacturing, and operational infrastructure, all while consumer discretionary spending was at a low. In response, the capital markets tightened, and the Federal Reserve raised interest rates. This confluence of economic factors imposed constraints on Invitae's ability to raise new capital at a crucial moment for the newly expanded company. Accordingly, the Company was left with limited options to address its funded debt obligations. Invitae was also facing an upcoming maturity on certain of its convertible senior unsecured notes coming due in 2024.

6. Beginning in 2022, Invitae took steps to address these pressures by implementing several operational initiatives designed to realign its business to focus on profitable growth. In July 2022, the Company appointed Kenneth Knight to his current position of CEO and implemented a cost savings program that included exiting certain non-core products, shrinking its geographical footprint, and implementing a reduction in force of more than 1,200 employees, the combination of which saved the Company an estimated $326 million annually. Invitae also

reduced costs through increasing automation, equipment productivity, and other operational streamlining.

7. While these initiatives provided the Company with incremental liquidity, the boost did not fully make up for the continued costs associated with the business. Accordingly, in March 2023, after a thorough and deliberate negotiation process with its major debtholders across its capital structure, the Company reached agreement with a number of holders of the Company's 2.00% convertible senior unsecured notes coming due in 2024 (the "2024 Convertible Senior Unsecured Notes"), to (i) exchange $305.7 million in aggregate principal amount of their 2024 Convertible Senior Unsecured Notes for $275.3 million aggregate principal amount of new secured Series A Notes due in 2028 and 14,219,859 shares of Common Stock, and (ii) purchase $30 million of new secured Series B Notes due in 2028. In August 2023, certain of these holders also exchanged additional 2024 Convertible Senior Unsecured Notes into common stock, eliminating $17.2 million in aggregate principal in funded debt obligations from the Company's balance sheet. This series of transactions provided the Debtors with significant operational runway by deleveraging the balance sheet through equitization, extending maturities by four years on some of its debt obligations that were coming due imminently, as well as by providing an additional $30 million in liquidity at a crucial time based on the Company's liquidity position.

8. Despite these significant and sustained efforts and the benefits provided to the Company through the 2023 transactions, and even without the threat of the imminent 2024 maturity wall, the Company continued to face leverage challenges and a sustained decline in its stock price that further limited its ability to raise capital. Meanwhile, its business lines continued to require significant cash expenditures. By late September 2023, the Company retained

restructuring advisors and began working closely, under the supervision of a special committee of its board of directors (the "Special Committee"), to evaluate strategic alternatives.[2] On December 7, 2023, Jill Frizzley, a disinterested director with restructuring expertise, was appointed to the Board of Directors and to the Special Committee.[3] Invitae worked with its investment banker, Moelis & Company LLC ("Moelis") to initiate an external marketing process to generate and evaluate potential third-party interest, and to interface with holders throughout its capital structure on a potential restructuring transaction.

9. Specifically, the Company engaged with certain holders of the 2028 Convertible Senior Secured Notes (the "Consenting Senior Secured Noteholders") to address the immediate cash burn and longer-term balance sheet issues. Namely, as a liquidity-enhancing measure, the Company sought to wind down or divest additional non-core and cash-intensive business lines, including its reproductive health business segment ("Women's Health") and patient network business ("Ciitizen"), some of which dispositions may have otherwise been prohibited under the Senior Secured Indenture. In exchange for the requisite consent to amend the Senior Secured Indenture and permit certain wind-downs and divestitures, Invitae and the Consenting Senior Secured Noteholders agreed on certain provisions that were designed to drive towards a longer-term solution, which included milestones for a comprehensive marketing of the Company and its assets, compliance with a minimum liquidity covenant, and a timeframe to enter into a mutually agreed upon transaction support agreement for a broader restructuring.

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[2] The Board formed the Special Committee on September 23, 2023, and its current members include William Osborne, Eric Aguiar, Christine Gorjanc, and Jill Frizzley. All members of the Special Committee are disinterested for NYSE purposes.

[3] *See Form 8-K*, Invitae Corp. (Dec. 7, 2023), https://ir.invitae.com/financials/sec-filings/2023/default.aspx.

10. After several months, pursuant to hard-fought and good faith negotiations that included extensive diligence and meetings with the Consenting Senior Secured Noteholders and the Unsecured Ad Hoc Group, on February 13, 2024, the Debtors and approximately 78 percent of the holders of the 2028 Convertible Senior Secured Notes entered into a transaction support agreement attached hereto as **Exhibit B** (the "TSA"). The TSA contemplates that, with the support of the Consenting Senior Secured Noteholders, the Debtors would initiate these chapter 11 cases (and, absent a filing, the Debtors would have imminently tripped the $150 million minimum liquidity covenant in the operative indenture, which the Consenting Senior Secured Noteholders indicated they were unwilling to waive). While in chapter 11, the Debtors will seek to continue their prepetition marketing efforts and sell their businesses through a court-overseen sale and auction process designed to maximize value for the Debtors' businesses, and to allocate proceeds of such sale pursuant to a plan confirmation process on the terms set forth in the TSA. Notably, although the Senior Secured Noteholders are secured by substantially all assets of the Debtors, the Consenting Senior Secured Noteholders agreed to an allocation of proceeds under the TSA that provides for payment first for the administrative costs of these chapter 11 cases as well as payment of (i) all general unsecured creditors at all Debtors other than Invitae Corp. (the parent of the corporate group) and (ii) all general unsecured creditors at Invitae Corp. that hold a claim (or elect to reduce their claim) to an amount less than $250,000 in order to streamline the chapter 11 process. As a result of these concessions by the Consenting Senior Secured Noteholders, most general unsecured creditors, including many trade vendors and other operational claimants that would otherwise be entitled to a minimal recovery, are expected to receive payment in full.

11. The TSA and the bidding procedures filed on the Petition Date include milestones for a sale process timeline that will allow the Debtors to move through these chapter 11 cases quickly and efficiently, while providing sufficient time to maximize the value of any transaction from the many parties already active in the process and affording additional parties reasonable time to submit bids. The Debtors have also reached agreement with the Consenting Senior Secured Noteholders for the consensual use of cash collateral, and cash-on-hand is sufficient to maintain operations through the roughly five-month sale and plan confirmation process contemplated by the milestones in the TSA. The cash collateral order and budget negotiated with the Consenting Senior Secured Noteholders are consistent with that timeline.

12. The Debtors, with the assistance of their advisors, are already two (2) months into a robust prepetition marketing process, which has included outreach to twenty-four (24) identified strategic parties, sixteen (16) introductory calls, and execution of thirteen (13) non-disclosure agreements with access granted to virtual data rooms, financial models, and business segment standalone models. At this stage, the Debtors have already received several first round indications of interest. The marketing process will continue after the Petition Date, and the Debtors will determine if and which of any potential purchasers should be designated as a stalking horse, leading to an auction that is designed to solicit the highest and best bid for the Company. Some key milestones surrounding the sale process and the chapter 11 cases contemplate commencing an auction before April 19, 2024, obtaining conditional approval of a disclosure statement by May 31, 2024, and a combined hearing confirming a plan in July.

13. With the support provided in the TSA, the Company anticipates operating in the ordinary course of business during these chapter 11 cases, which will ultimately assist the

Debtors in maximizing value in the sale process and continue to provide life-saving genetic information to healthcare providers and patients.

Background and Qualifications

14. I have served as Chief Financial Officer of Invitae since October 2023. I earned my M.B.A. in finance from Fordham University and my B.A. in English literature from the College of William & Mary and have more than twenty-five (25) years of experience in finance. Prior to joining Invitae, I served as Chief Financial Officer for Truepill, Inc. from 2022 to 2023, and as Chief Financial Officer for Collective Health, Inc. from 2020 to 2022. Earlier in my career, I spent more than twenty-three (23) years at McKesson Corporation where I held leadership roles that touched many aspects of a public company's finance department, including as senior vice president and chief audit executive, Chief Financial Officer of a technology business unit, and head of investor relations.

15. As Chief Financial Officer, I am familiar with the Debtors' day-to-day operations, business and financial affairs, and books and records. I am older than eighteen (18) years of age and competent to testify. I submit this declaration to assist the Court and interested parties in understanding why the Debtors filed these chapter 11 cases and in support of the Debtors' chapter 11 petitions and the relief requested in the motions filed along with the petitions (collectively, the "First Day Motions"). The facts set forth in each First Day Motion are incorporated herein by reference.

16. The statements set forth in this declaration are based upon my personal knowledge and experience, my review of relevant documents and information concerning the Debtors' operations, financial affairs, and restructuring initiatives, and information obtained from other members of the Debtors' management team and third-party advisors. I am authorized

to submit this declaration on behalf of the Debtors and, if called upon to testify, I could and would testify to the facts set forth herein.

17. To familiarize the Court with the Debtors, their business, the circumstances leading to these chapter 11 cases, and the relief the Debtors are seeking in the First Day Motions, I have organized this declaration as follows:

- **Part I** provides a general overview of the Debtors' corporate history and operations;
- **Part II** provides an overview of the Debtors' organizational structure and prepetition capital structure;
- **Part III** discusses the circumstances leading to the filing of these chapter 11 cases;
- **Part IV** describes the Debtors' prepetition strategic realignment initiatives, including the execution of certain transactions that preserved liquidity and extended certain debt maturities;
- **Part V** describes the Debtors' governance and operational initiatives to right-size their balance sheet, including winding down and divesting certain unprofitable business lines;
- **Part VI** describes the TSA, the transactions contemplated therewith, and the Debtors' proposed sale process;
- **Part VII** describes the Debtors' need for immediate access to cash collateral; and
- **Part VIII** describes the relief requested and facts supporting each First Day Motion.

I. Company History and Business Operations.

A. Company History.

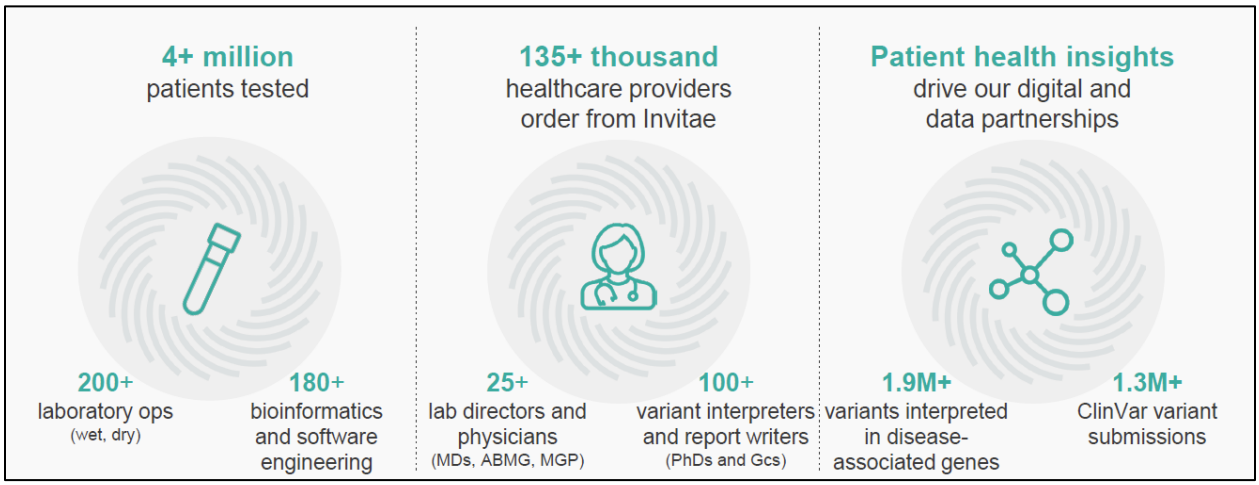
18. Invitae was founded by Randal W. Scott and Sean E. George on January 13, 2010, as a subsidiary of Genomic Health, Inc., a company focused on genetic research in cancer detection. Invitae was created to bring mainstream medical-grade genetic testing to the public and to provide healthcare providers with patients' genetic makeup to inform important healthcare

decisions. Invitae was incorporated in the State of Delaware under the name Locus Development, Inc. and changed its name to Invitae Corporation in 2012. That same year, Invitae separated from Genomic Health, Inc. and became an independent entity.

19. Today, Invitae offers genetic tests across several clinical areas, including hereditary cancer, precision oncology, and rare diseases. Invitae makes available critical and potentially life-saving genetic data that guides patients in making informed medical decisions and evaluating their health and wellness throughout their lifetime. For example, patients who have no family history of genetic disease or past record of health issues often do not think to actively monitor or preemptively treat certain diseases, despite their actual underlying risk of developing a potentially fatal illness. However, those who utilize genetic testing are provided with patient genetic data to detect predispositions for certain fatal illnesses and can therefore monitor and treat them before any physical symptoms arise. This ultimately can help save patients' lives without the need for more invasive and expensive medical treatments.

20. Without Invitae providing this mainstream access to genetic testing, patients may potentially fail to take timely action that could ultimately change the course of their treatment. Furthermore, genetic changes that increase the risk of cancer or other illnesses are inherited, so one patient's genetic test results can guide entire families to make choices that support their health.

21. Since its inception, Invitae has provided genetic tests to more than 4.4 million patients, and over 135,000 healthcare providers have ordered Invitae tests. This evolution of the business has successfully resulted in Invitae's ability to interpret almost 2 million disease-associated genes.



B. Invitae's Operations.

1. Invitae's Business Segments.

22. Medical genetics can detect certain diseases before physical symptoms arise and before they become potentially fatal, and Invitae's operations focus on popularizing the use of genetics in the healthcare space by lowering costs, removing barriers to adoption, and expanding insights and solutions through both comprehensive genetic testing and efficient data and network services. The Company has four (4) main business segments within this genetic testing and data services framework: (a) genetic testing focused on hereditary cancers; (b) genetic testing for rare diseases; (c) personalized cancer monitoring; and (d) data products.

23. ***Hereditary Cancer***. Invitae offers genetic tests for genes associated with hereditary cancers such as breast cancer, ovarian cancer, colon cancer, and pancreatic cancer. Within these subdivisions, there are dozens of genetic testing options that test for a variety of

cancers by analyzing certain genetic markers and genes. Invitae's "HerCan" business has a strong presence in almost all National Cancer Institute-Designated cancer centers in the United States.

24. ***Pediatric & Rare Diseases.*** Under the rare diseases business line, Invitae offers tests for exome, cardiology, immunology, neurology, metabolic disorders, and pediatric genetics and newborn screening. This business segment includes the most common genetic tests recommended by the American Academy for Pediatrics for children showing symptoms of intellectual disorders. Invitae's pediatric testing allows for the detection of intellectual disorders earlier in life, leading to earlier treatment that mitigates symptoms and increases cognitive functions into adulthood.

25. Generally, this business segment allows providers to choose from dozens of testing options, which target and identify a wide array of genes. For example, a healthcare provider can order a cerebral palsy spectrum disorders panel for a pediatric client that analyzes 424 genes to determine the underlying cause of cerebral palsy. Detecting rare disease at an early diagnosis allows for more effective treatments and improved outcomes, especially for young patients. Those early diagnoses can also deliver substantial cost savings to patients and the healthcare system via informed treatment plans. Invitae also has a state-of-the-art variant interpretation program that allows Invitae to perform repeat analysis at no additional cost to patients. Invitae's "Rare" testing services are now deeply embedded in the top U.S. children's hospitals, and Invitae has been a trusted partner for many clinicians and healthcare providers for over ten (10) years.

26. ***Personalized Cancer Monitoring.*** Invitae offers somatic[4] cancer testing through the Company's personalized cancer monitoring platform, which detects minimal residual or recurrent disease ("MRD") and monitors treatment response. Invitae has developed a unique MRD product that has demonstrated greater sensitivity and specificity to detect MRD for cancer patients who are receiving treatment to reduce the chance of cancer coming back, as well as patient monitoring for disease recurrence. Invitae also has the potential to extend personalized cancer monitoring through comprehensive genomic profiling of baseline tissue, which enables therapy selection and clinical trial enrollment for patients with cancerous tumors.

27. ***Data Products.*** The data and patient network services business segment aggregates and often de-identifies patient data to enable medical professionals, biopharmaceutical companies, and patients access to genetic information to advance genetic research and create better health outcomes in compliance with applicable healthcare laws, including HIPAA.

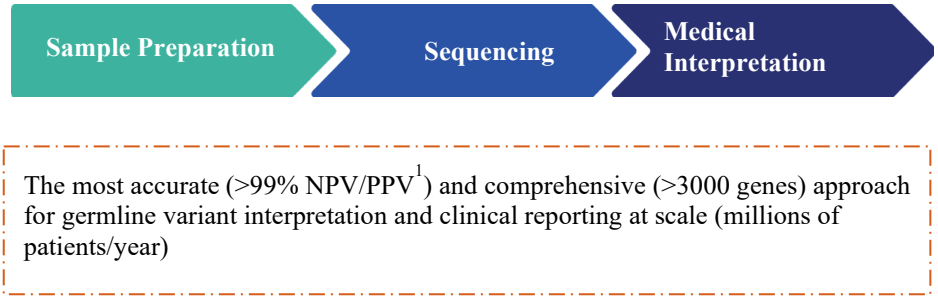
28. Invitae generates revenue from its access to data products and services through certain arrangements with some of its large customers, including industry groups, health systems, and biopharmaceutical companies. These contracts offer customers various testing and data information services for the duration of the contract or subscription term. Invitae has entered into collaboration agreements to provide its customers with diagnostic testing and related data aggregation reporting services. Invitae has also entered into data sharing agreements with customers to provide certain de-identified data for research purposes.

[4] Somatic cancer variants are the most common cause of cancer, occurring from damage to genes in an individual cell during a person's life.

2. Invitae's Testing Services.

29. The core of Invitae's business focuses on making comprehensive, high-quality medical genetic data more accessible and instrumental to the healthcare ecosystem, including, among others, patients, healthcare providers, biopharma partners, and patient advocacy groups in order to expand genetic insights and health solutions.

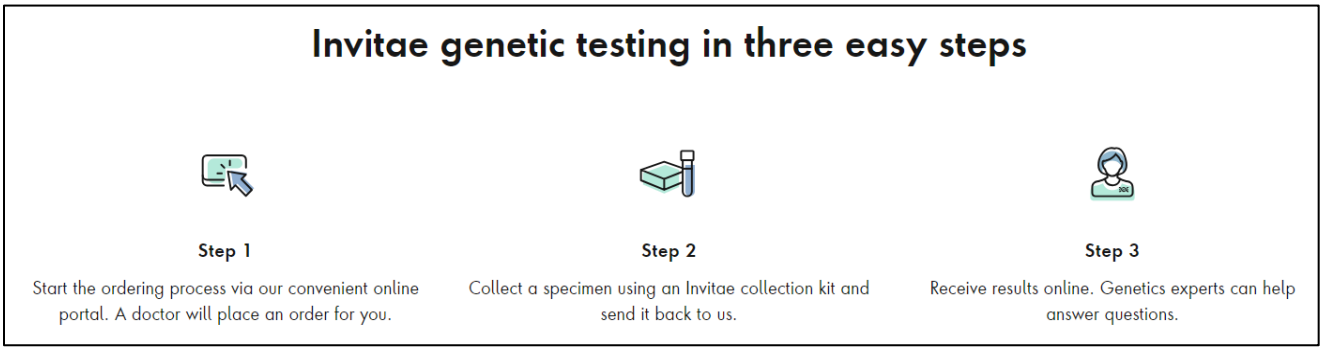
30. To receive testing, a patient's healthcare provider orders the relevant tests. The healthcare provider will then provide their patient with a collection kit designed to collect genetic samples (including saliva and blood), which is mailed back to Invitae's laboratory for processing. After Invitae receives the collection kit, Invitae accessions and prepares the specimens for testing, and then runs them through a sequencer, which records various genetic data collected from the specimen for medical interpretation.



31. A key component to genetic research data is Invitae's highly accurate variant interpretation systems. Variant interpretation is the process of evaluating and classifying genomic sequence variations, also known as mutations or variants, to determine their impact on health. These variations can occur naturally or from exposure to environmental factors such as pollutants or radiation. Some variants may have no impact on health, while others can lead to the development of serious conditions such as cancer or inherited genetic disorders. Some variants may result in unknown significance, but over time, can be reclassified as more data is collected to bridge the relationship between a genetic variant and a genetic condition. Broad

genomic testing has helped to dramatically improve the diagnostic process over time through variant interpretation and Invitae's access to such data is a key driver of its business.

32. Once finalized, the results can be accessed through the Invitae online portal or from the healthcare provider who submitted the order. Invitae also provides access to board-certified genetic counselors who offer peer-to-peer support as well as detailed insights regarding variants, genes, and conditions.



33. Invitae primarily generates revenue from its testing services and generally receives payment through government entities such as Medicare and private insurance companies, healthcare institutions, and via direct payments from individuals.

3. Laboratories.

34. Invitae's laboratories are state-of-the-art facilities that process patients' genetic samples as they arrive. As of the Petition Date, Invitae processes a majority of its genetic tests, including those related to the HerCan and Rare business lines, at its laboratory in San Francisco. Invitae conducts research, and its personalized cancer monitoring testing, from its "Metropark" facility located in Iselin, New Jersey, and has a laboratory and production facility in Morrisville, North Carolina, though it is currently used for storage purposes.

4. Employees.

35. As of the Petition Date, Invitae employs approximately 1,562 individuals globally, including permanent employees and periodically retained independent contractors. These individuals perform a wide variety of scientific, corporate, and administrative functions, including, among other things: (a) scientific research and development; (b) laboratory operations, including processing the samples; (c) sales and marketing; (d) finance, accounting, legal, and human resources functions; (e) accounting, billing, and revenue collection services; (f) technology support and IT services; (g) business analysis and managerial support services; and (h) security services that support the Debtors' operations. The strength of Invitae's team and the culture in which it operates are essential to its ability to achieve its broader mission and goals.

5. Suppliers.

36. Invitae relies on a limited number of suppliers, or, in some cases, sole suppliers, including Illumina, Inc., Integrated DNA Technologies Inc., Roche Holdings Ltd., QIAGEN N.V., and Twist Bioscience Corporation for certain laboratory reagents, as well as sequencers and other equipment and materials used in ordinary course laboratory operations. These suppliers are critical to Invitae's success, as operations would be interrupted if Invitae were to encounter delays or difficulties in securing reagents and enzymes, sequencers or other equipment or materials, and cannot obtain acceptable substitutes.

6. Intellectual Property.

37. Since its founding, Invitae has developed a differentiated portfolio of valuable intellectual property. Invitae relies on a combination of intellectual property rights, including trade secrets, copyrights, trademarks, customary contractual protections and, to a lesser extent,

patents, to protect core technology. As of the Petition Date, Invitae has issued current U.S. patents, pending U.S. patent applications and corresponding non-U.S. patents and patent applications directed to various aspects of laboratory, analytic and business practices.

38. In the ordinary course of business, Invitae uses proprietary procedures for (i) the laboratory processing of patient samples and (ii) the analysis of the resulting data to generate clinical reports. In particular, Invitae has automated aspects of processes for curating information about known genetic variants, identifying genetic variants in a patient's sequence information, associating those genetic variants with known information about their potential effects on disease, and presenting that information for review by personnel responsible for its interpretation and for the delivery of test reports to clinicians and patients.

7. Regulatory Environment.

39. The genetic testing industry is heavily regulated. Federal and state regulators impose restrictions on "clinical reference laboratories" that receive specimens for the purpose of running specialized tests. Accordingly, because the Company receives and tests genetic specimens, they qualify as clinical reference laboratories and are thus subject to both federal and state regulations.

a. CLIA.

40. Under the Clinical Laboratory Improvement Amendments of 1988, ("CLIA"), all facilities that perform applicable tests on "materials derived from the human body for the purpose of providing information for the diagnosis, prevention, or treatment of any disease or impairment of, or the assessment of the health of, human beings" are required to meet certain federal requirements. If a facility performs tests for these purposes, it is considered a laboratory under CLIA and generally must apply and obtain a certificate from the CLIA program that

corresponds to the complexity of tests performed. The Company's laboratories in California and New Jersey are required to hold federal certificates of accreditation in order to conduct their business.

41. Under CLIA, Invitae is required to hold certificates applicable to the type of laboratory examinations it performs and to comply with standards covering personnel, facilities administration, inspections, quality control, quality assurance, and proficiency testing. Invitae has current certifications under CLIA to perform testing at laboratory locations in California and New Jersey. To renew CLIA certifications, Invitae is subject to survey and inspection generally every two (2) years to assess compliance with program standards. Moreover, CLIA inspectors may randomly inspect clinical reference laboratories. If clinical reference laboratories are out of compliance with CLIA requirements, Invitae may be subject to sanctions such as suspension, limitation, or revocation of CLIA certificates, as well as directed plans of correction, state on-site monitoring, significant civil money penalties, civil injunctive suits, or criminal penalties. Furthermore, Invitae must maintain CLIA compliance and certifications to be eligible to bill for diagnostic services provided to Medicare and Medicaid beneficiaries.

b. State Licensure Requirements.

42. In addition, Invitae's laboratories are required to hold home state laboratory licenses in California and New Jersey, as well as out-of-state laboratory licenses in other states from which Invitae accepts patient samples, including California, New Jersey, Maryland, New York, Pennsylvania, and Rhode Island. California and New Jersey laws establish standards for day-to-day operations of laboratories in those states that may differ from CLIA requirements. Such laws mandate proficiency testing, which involves testing of specimens that have been specifically prepared for the laboratories. If clinical reference laboratories like Invitae's are out

of compliance with applicable standards, the appropriate state agency may suspend, restrict, or revoke licenses to operate clinical reference laboratories. In addition, such a state agency may assess substantial civil money penalties or impose specific corrective action plans for out-of-compliance laboratories.

c. Federal Oversight of Tests.

43. In the ordinary course of business, Invitae provides many of its tests as laboratory-developed tests ("LDTs"). The Centers for Medicare & Medicaid Services, along with certain state agencies, regulate the performance of LDTs as authorized by CLIA and state law, respectively. Historically, the U.S. Food and Drug Administration ("FDA") has exercised enforcement discretion with respect to most LDTs and has not required laboratories that furnish LDTs to comply with the agency's requirements for medical devices (*e.g.*, establishment registration, device listing, quality system regulations, premarket clearance or premarket approval, and post-market controls). In 2023, however, the FDA announced a proposed rule to end this policy of general enforcement discretion and regulate LDTs as medical devices.

d. HIPAA.

44. Under the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the U.S. Department of Health and Human Services has issued regulations that establish uniform standards governing the conduct of certain electronic healthcare transactions and requirements for protecting the privacy and security of protected health information ("PHI"), used or disclosed by covered entities, including most health care providers and their respective business associates, as well as the business associates' subcontractors. Invitae is generally a covered entity under HIPAA and

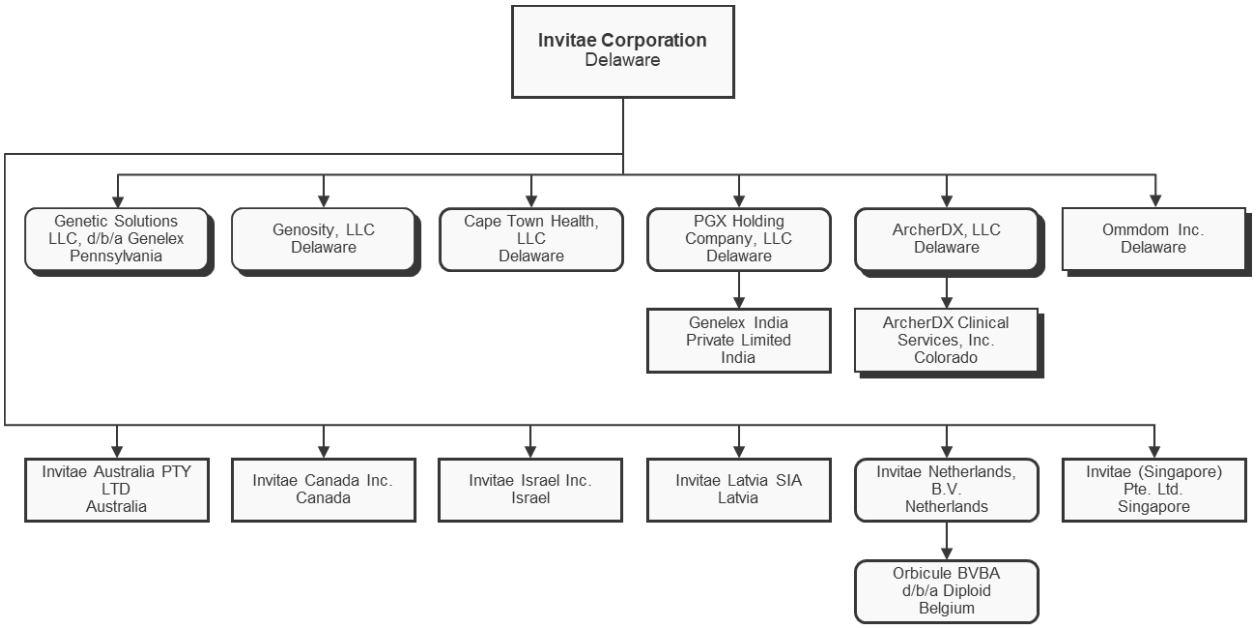
required to comply with the provisions of HIPAA and HITECH and the regulations implemented thereunder that set forth standards for the privacy of PHI; security standards for the protection of electronic PHI; breach notification requirements; and standards for electronic transactions.

45. Penalties for failure to comply with a requirement of HIPAA or HITECH vary significantly, and, depending on the knowledge and culpability of the HIPAA-regulated entity, may include civil monetary penalties for each provision of HIPAA that is violated. Compliance with HIPAA and HITECH requires significant resources, and Invitae may be restricted in its ability to perform certain activities that involve the collection, use, or disclosure of PHI as a result of limitations in the HIPAA privacy regulations. As of the Petition Date, Invitae is not aware of any material non-compliance with its HIPAA obligations.

II. Invitae's Capital Structure and Ownership.

A. The Debtors' Organizational Structure.

46. Invitae's current organizational structure is reflected below:



B. The Debtors' Prepetition Capital Structure.

47. As of the Petition Date, the Debtors have an aggregate principal amount of approximately $1.482 billion in debt obligations, consisting of (a) 2028 Convertible Senior Secured Notes and (b) Convertible Senior Unsecured Notes. Invitae also has 291.1 million shares of common stock, par value $0.0001 per share ("Common Stock") outstanding as of the Petition Date.

48. Invitae has issued several categories of notes, each as more fully described below:

Facility	*Maturity*	*Approximate Outstanding Principal Amount*
Secured		
2028 Convertible Senior Secured Notes	**March 15, 2028**	**$305.4 million**
Unsecured		
2024 Convertible Senior Unsecured Notes	**September 1, 2024**	**$27.1 million**
2028 Convertible Senior Unsecured Notes	**April 1, 2028**	**$1,150 million**
Total Debt Obligations		**$1,482.5 million**

1. Secured Notes.

49. *2028 Convertible Senior Secured Notes*. In March 2023, Invitae entered into that certain Indenture, dated as of March 7, 2023, by and among: (a) Invitae Corporation, as issuer; (b) certain of its subsidiaries pursuant to the Senior Secured Indenture (as defined below), as Guarantors; and (c) U.S. Bank Trust Company, National Association, as trustee and collateral agent (and as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Senior Secured Indenture"). The Senior Secured Indenture provided for the issuance of $275.3 million initial aggregate principal amount of the 4.5% Series A Convertible Senior Secured Notes due 2028 (the "Series A Notes") and an initial aggregate principal amount of $30 million of the 4.5% Series B Convertible Senior Secured Notes due 2028 (the "Series B Notes" and, together with the Series A Notes, the "2028 Convertible Senior Secured Notes") by Invitae. In August 2023, pursuant to an amendment to the Senior Secured Indenture, the Company issued additional Series A Notes in an aggregate principal amount of $100,000.

50. The 2028 Convertible Senior Secured Notes are senior secured obligations of Invitae and certain of its subsidiaries and will mature on March 15, 2028, unless earlier converted, redeemed, or repurchased. Holders of the 2028 Convertible Senior Secured Notes

may elect to convert all or any portion of their 2028 Convertible Senior Secured Notes into fully paid and nonassessable shares of Common Stock (subject to certain limitations as set forth in the Senior Secured Indenture). The 2028 Convertible Senior Secured Notes bear cash interest at a rate of 4.50% per year, payable quarterly in arrears on March 15, June 15, September 15, and December 15 of each year, beginning on June 15, 2023. The 2028 Convertible Senior Secured Notes are guaranteed by material subsidiaries and secured by (i) a security interest in substantially all the assets of Invitae and its domestic material subsidiaries, and (ii) a pledge of the equity interests of Invitae's direct and indirect subsidiaries, subject to certain customary exceptions. As of the Petition Date, the 2028 Convertible Senior Secured Notes have an aggregate outstanding principal amount of $305.4 million.

2. Unsecured Notes.

51. *2024 Convertible Senior Unsecured Notes*. In September of 2019, Invitae entered into that certain Indenture, dated as of September 10, 2019, by and among (a) Invitae, as issuer, and (b) U.S. National Bank Association, as trustee (and as may be further amended, restated, supplemented, or otherwise modified from time to time, the "2024 Unsecured Notes Indenture"). The 2024 Unsecured Notes Indenture provided for the issuance of $350 million aggregate principal amount of the 2024 Convertible Unsecured Notes by Invitae.

52. The 2024 Convertible Senior Unsecured Notes are senior unsecured obligations of Invitae Corp. and will mature on September 1, 2024, unless earlier converted, redeemed, or repurchased. The 2024 Convertible Senior Unsecured Notes bear cash interest at a rate of 2.00% per year, payable semi-annually in arrears on March 1 and September 1 of each year, beginning on March 1, 2020. Upon conversion, the 2024 Convertible Senior Unsecured Notes will be convertible into cash, shares of Common Stock, or a combination of cash and shares of Common

Stock, at Invitae's election. As of the Petition Date, the 2024 Convertible Senior Unsecured Notes have an aggregate outstanding principal amount of $27.1 million.

53. *2028 Convertible Senior Unsecured Notes*. In April of 2021, Invitae entered into that certain Indenture, dated as of April 8, 2021, by and among (a) Invitae, as issuer and (b) U.S. National Bank Association, as trustee (and as may be further amended, restated, supplemented, or otherwise modified from time to time, the "2028 Unsecured Notes Indenture"). The 2028 Unsecured Notes Indenture provided for the issuance of $1.15 billion aggregate principal amount of 1.50% Convertible Notes due 2028 (the "2028 Convertible Senior Unsecured Notes").

54. The 2028 Convertible Senior Unsecured Notes are senior unsecured obligations of Invitae Corp. and will mature on April 1, 2028, unless earlier converted, redeemed, or repurchased. The 2028 Convertible Unsecured Notes bear cash interest at a rate of 1.50% per year, payable semi-annually in arrears on April 1 and October 1 of each year, beginning on October 1, 2021. Upon conversion, the 2028 Convertible Senior Unsecured Notes will be convertible into cash, shares of Common Stock, or a combination of cash and shares of Common Stock, at Invitae's election. As of the Petition Date, the 2028 Convertible Senior Unsecured Notes have an outstanding principal balance of $1.15 billion.

3. Invitae's Equity Interests.

55. As of the Petition Date, Invitae has approximately 291.1 million shares of Common Stock (par value $0.0001 per share) outstanding. On February 6, 2024, the New York Stock Exchange (the "NYSE") notified Invitae and publicly announced that the NYSE would immediately suspend trading of the Common Stock and commence proceedings to delist the Common Stock pursuant to Section 802.01D of the NYSE Listed Company Manual. Invitae has historically traded on the NYSE under the ticker "NVTA." On February 6, 2024, the NYSE

announced that the Company's Common Stock will be delisted from the NYSE. The Company's Common Stock has since traded on the "over the counter" market.

III. Events Leading to These Chapter 11 Cases.

A. Operating Expenses Resulting from Expansion.

56. Between 2019 and 2021, seeking to diversify and grow its business, Invitae sought to capitalize on several promising market opportunities and made thirteen (13) acquisitions over the course of three (3) years. These acquisitions were carefully selected to either fill gaps in the Company's product portfolio or expand its reach into promising new markets that offered substantial profitability potential. To fund in part some of these acquisitions, as well as the Company's expanded operations and growth, in 2021 Invitae raised approximately $1.5 billion in newly funded securities, mainly in the forms of convertible senior unsecured notes and common equity.

57. Some of these acquisitions included, among others:

- ***ArcherDX, LLC*** ("ArcherDX"): Acquired in 2020 in a transaction valued at roughly $1.4 billion, ArcherDX is a leading genomic analysis company. The acquisition added tumor profiling and liquid biopsy technologies for predicting and monitoring therapeutic response to Invitae's service offerings.

- ***Genosity, Inc.*** ("Genosity"): Acquired in 2021 for $196 million, Genosity is a biotechnology company that provides software and laboratory services for clinical and research applications of genomics. The acquisition of Genosity provided critical support for the speed, efficiency, and flexibility needed for mainstream global adoption of Invitae's PCM business.

- ***Ciitizen, LLC***: Acquired in 2021 for $325 million, Ciitizen is a healthcare AI-startup. The purchase of Ciitizen enhanced Invitae's platform by providing patients an easy-to-use, centralized hub for their genomic and clinical information.

58. While presenting expanded growth opportunities for the reach of Invitae's business, the addition of multiple new business lines also burdened Invitae with significant

operating expenses. Such high operating leverage made Invitae increasingly vulnerable to economic and business cycle swings during a time when the genetic testing industry as a whole was experiencing increased competition. Accordingly, of the above-mentioned acquisitions, certain assets of ArcherDX were subsequently divested in 2022 in order to limit Invitae's capital expenditures, and, by the end of 2023, Ciitizen was also divested in order to limit Invitae's cash obligations associated with this non-core business line.

B. Macroeconomic Headwinds.

59. Adverse macroeconomic developments, including inflation, slowing growth, and rising interest rates, have adversely affected Invitae's business and financial condition. These developments resulted in disruptions and volatility in global financial markets and increased rates of default, as well as negatively affecting business and consumer spending. These adverse economic conditions have also increased the costs of operating for Invitae's business, including vendor, supplier, and workforce expenses, and have had a substantial impact on access to capital as well as increasing cost of capital.

60. Generally, under difficult economic conditions, consumers seek to reduce discretionary spending, meaning that many patients would choose to forgo tests like those offered in Invitae's product portfolio. Decreased demand for elective genetic tests has negatively affected and will likely continue to negatively affect Invitae's overall financial performance.

61. Furthermore, as a public company, Invitae must comply with various regulatory and reporting requirements. Invitae incurs recurring expenses in accounting, internal auditing (including internal controls and procedures), financial planning and analysis, and investor relations, in addition to heavy operating expenditures from its overflowing portfolio of increasingly unprofitable business lines.

C. Management Turnover.

62. In addition, during this highly volatile time frame, Invitae faced staffing challenges. Over the past two (2) years, Invitae experienced turnover in four (4) chief financial officers and various other c-suite executives, including the former CEO. Despite the Company's best efforts, this high management turnover further delayed Invitae's responses to the challenges the Company faced and prevented Invitae from more swiftly implementing a cohesive strategy for the go-forward enterprise.

IV. Operational and Liquidity Initiatives.

63. On July 18, 2022, Invitae initiated a strategic realignment of operations and began implementing cost reduction programs aimed at shifting operational and commercial efforts to the higher-margin, higher-growth testing opportunities among the hereditary cancer, precision oncology, and rare diseases business lines. To that end, the strategic realignment included divesting certain other business and product lines, such as pre-implantation, prenatal diagnosis, pregnancy loss and infertility products, and certain assets of the ArcherDX business line, in order to reduce excessive cash burn. In addition, Invitae streamlined the Company's international footprint. As part of this initiative, Invitae exited operations in nearly one hundred (100) countries.

64. The strategic realignment included lab and office space consolidation, elimination of business activities and services, decrease in other operating expenses, a reduction in workforce of approximately one thousand (1,000) positions, and a reduced international footprint. The strategic realignment reduced operational costs and implemented crucial cost saving measures as the estimated cash savings from the realignment is approximately $326 million annually.

65. To address an upcoming 2024 debt maturity cliff, in March 2023, after discussion and negotiations with certain holders of the 2024 Convertible Senior Unsecured Notes, Invitae entered into purchase and exchange agreements with multiple holders of the outstanding 2024 Convertible Senior Unsecured Notes through the execution of the Senior Secured Indenture. Under the terms of the agreements by and between Invitae, the Guarantors signatory thereto, and the holders, Invitae (a) exchanged $305.7 million aggregate principal amount of 2024 Convertible Senior Unsecured Notes for $275.3 million aggregate principal amount of new secured Series A Notes due in 2028 and 14,219,859 shares of Invitae's common stock ($30.6 million) and (b) the issued and sold of new secured Series B Notes, providing a new money infusion of $30.0 million.

66. The Company also entered into that certain supplemental Indenture, dated as of August 22, 2023, by and between Invitae, the Guarantors signatory thereto, and certain holders of the outstanding 2024 Convertible Senior Unsecured Notes (and as may be further amended, restated, supplemented, or otherwise modified from time to time, the "First Supplemental Indenture"). Pursuant to the First Supplemental Indenture, Invitae exchanged $17.2 million aggregate principal amount of 2024 Convertible Senior Unsecured Notes for $0.1 million aggregate principal amount of Series A Notes and 15 million shares of common stock. Through that transaction, the Company eliminated $17.1 million in aggregate principal of Notes from its balance sheet that would otherwise have matured in 2024.

67. The March 2023 and August 2023 transactions provided Invitae with significant operational runway by extending maturities by four (4) years on some of its debt obligations that were coming due imminently, as well as by providing an additional $30 million in liquidity at a crucial time based on the Company's liquidity position.

V. Additional Initiatives.

68. Leading up to the Petition Date, in conjunction with its advisors, Invitae implemented several governance and operational initiatives to right-size its balance sheet, reduce operating expenses from unprofitable and burdensome business lines, and address its debt obligations.

A. Governance.

69. Given the state of operations and the looming potential of a restructuring, the Board of Invitae determined that it was advisable and in the best interests of the Company and its stockholders to establish the Special Committee, and to delegate to the Special Committee certain rights, authorities, and powers in connection with evaluating potential actions. On September 23, 2023, the Board formed the Special Committee consisting of William Osborne, Randy Scott, Eric Aguiar, and Christine Gorjanc as its initial members.[5] Upon their appointment, the Company, the Special Committee, and Invitae's advisors immediately began evaluating potential restructuring alternatives.

70. Invitae elected to expand the size of the Board to nine (9) directors and appoint Jill Frizzley as an advisor on October 23, 2023, and later as an independent director on the Board and a member of the Special Committee. Ms. Frizzley is an experienced board member and industry professional who currently serves as a director for Proterra Inc. and iMedia Brands, and has previously served as a director on numerous public and private boards of directors, some of which included distressed situations, including Virgin Orbit Holdings, Inc., Surgalign Holdings, Inc., Avaya Holdings Corporation, and Hudson Technologies, Inc. In her capacity as

[5] Jill Frizzley was appointed to the Special Committee on December 7, 2023. On January 1, 2024, Randy Scott stepped down from his position as member of the Special Committee, though he remains a full member of the Board.

independent director, Ms. Frizzley commenced an investigation on possible claims and causes of action that may be held by the Company directed at reviewing the factual and legal bases for potential claims arising from such Company transactions within a two (2)-year lookback period, including, but not limited to, several of the Company's material divestitures and transactions, March 2023 debt transaction, and the August 22, 2023 notes exchange transaction.

B. Retention of Advisors and Contingency Planning.

71. Given Invitae's need to address its balance sheet and find a solution to its liquidity issues, Invitae retained strategic advisors to assist with the financing process, sale process, and the eventual chapter 11 contingency preparation. On September 1, 2023, Invitae expanded Moelis' scope of services to assist with certain investment banking services in connection with any potential financing, restructuring, and/or sale of Invitae. On September 22, 2023, Invitae retained Kirkland & Ellis LLP as restructuring counsel to assist with these restructuring efforts. On September 26, 2023, Invitae expanded the scope of services of FTI Consulting, Inc. ("FTI") to support its finance and accounting functions in the development of long-range financial projections and related scenario analyses. FTI also supported operational decision making, due diligence for a sales process, and contingency planning for a possible restructuring and other various strategic alternatives.

C. The Second and Third Supplemental Indentures and Subsequent Wind Down of Business Lines.

72. Even after reducing operating costs, certain of Invitae's business lines remained burdensome and unprofitable. As such, in the third quarter of 2023 Invitae began exploring its ability to further wind-down and divest unprofitable, non-core, and expensive business lines, including Ciitizen, Women's Health, and YouScript. Given the Company's liquidity position, Invitae conducted a months-long process to strategically maximize value for these business lines,

which included discussions with multiple potential third-party buyers to assess all available options. On November 15, 2023, Invitae and Aranscia, LLC ("Aranscia"), a global provider of diagnostics software, services, and testing solutions, closed on an agreement pursuant to which Aranscia acquired select assets of the YouScript personalized medication management platform from Invitae in a $4 million all-cash transaction. On December 13, 2023, Invitae finalized an agreement with Transformation Capital, an active investor and financial partner entirely dedicated to healthcare technology and novel healthcare services, to divest the assets of Ciitizen.

73. On January 17, 2024, Invitae reached an agreement with Natera, Inc. regarding the divestiture of Women's Health, determining that this was the best deal available after outreach to multiple third parties and taking into account the current financial position of the Company. This transaction included, among other things, the sale of certain assets of Women's Health including the Women's Health customer list for $10 million in cash, providing the Company with an infusion of new capital, and certain litigation credits and potential cash milestone payments. The winding down of Women's Health, along with the other applicable business lines, provided Invitae with incremental liquidity, operational flexibility, and annualized cash savings of approximately $140 million.

74. To finalize the Women's Health transaction, Invitae entered into that certain second supplemental indenture, dated as of December 8, 2023, by and among Invitae and U.S. National Bank Association, as trustee and collateral agent (and as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Second Supplemental Indenture") granting the consent to wind down the applicable business lines. In exchange for the requisite consents, Invitae and the Consenting Senior Secured Noteholders agreed on certain milestones, including some related to the prepetition marketing

process and a milestone for reaching a mutually agreed-upon transaction pursuant to a TSA. Invitae entered into that third supplemental indenture, dated as of January 12, 2024, by and among Invitae and U.S. National Bank Association, as trustee and collateral agent (and as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Third Supplemental Indenture") pursuant to which certain milestones were extended.

VI. Transaction Negotiations, Prepetition Marketing, and the TSA.[6]

A. The Transaction Negotiations.

75. In light of the Company's mounting liquidity challenges, the Company, with the assistance of their advisors, continued to engage with the Consenting Senior Secured Noteholders pursuant to the Second Supplemental Indenture, to develop a comprehensive restructuring solution. The Company also engaged with certain holders of the 2028 Convertible Senior Unsecured Notes (the "Unsecured Ad Hoc Group") up until the days leading up to the Petition Date in an effort to obtain a proposal, either on a standalone basis or in conjunction with the Consenting Senior Secured Noteholders, for a recapitalization or other transaction that would be value-maximizing. The Company provided voluminous diligence to both the Consenting Senior Secured Noteholders and the Unsecured Ad Hoc Group and engaged for several weeks on transaction structure. Although these efforts resulted in a transaction proposal from the Unsecured Ad Hoc Group on December 5, 2024, this proposal was ultimately unactionable, and the Company proceeded to continue to discuss its path forward with both the Consenting Senior Secured Noteholders and the Unsecured Ad Hoc Group.

[6] Capitalized terms used but not defined in this section shall have the meanings set forth in the TSA.

B. Prepetition Marketing and Sale Process.

76. Beginning on December 14, 2023, pursuant to the milestones provided under the Second Supplemental Indenture, Moelis began a fulsome third-party marketing process to solicit transaction proposals. Moelis developed a Confidential Information Presentation and began contacting various potential buyers. Moelis initially contacted twenty-four (24) strategic parties. As of the Petition Date, the Company has executed thirteen (13) non-disclosure agreements with such strategic parties. As of the Petition Date, the Debtors have received several indications of interest from potential investors.

C. The TSA.

77. In accordance with the milestone under the Third Supplemental Indenture, the Company and the Consenting Senior Secured Noteholders continued negotiations and ultimately entered into the TSA on February 13, 2024. The negotiations leading to execution of the TSA were arms-length and in good faith and resulted in the value-maximizing transaction contemplated by the TSA. The decision to enter into the TSA and commence these chapter 11 cases is the culmination of months of strategic review, including regular meetings of the Debtors' Special Committee, the Board, management, and advisors. Ultimately, the transactions contemplated by the TSA, and entering chapter 11 with the support and consent of the Consenting Senior Secured Noteholders, provides the best path forward for the Debtors to continue business as usual and to continue its sale process from a position of strength.

78. The TSA contemplates support from the Consenting Senior Secured Noteholders for the sale of substantially all of the Debtors' assets and/or equity, followed by a plan that will allocate sale proceeds and provide for an orderly wind-down of the Debtors' business. The support of the Consenting Senior Secured Noteholders will help ensure a smooth and efficient

chapter 11 process. Pursuant to the TSA, the Consenting Senior Secured Noteholders agree to vote in favor of the Debtors' plan, support the Debtors in their sale process, and allocate sale proceeds under the plan to subsidiary general unsecured creditors and administrative costs of the Debtors' estates before receiving their recovery. The Consenting Senior Secured Noteholders' support under the TSA also enables the Debtors to use their cash collateral on a consensual basis, allowing the Debtors to administer these chapter 11 cases while maintaining operations in the ordinary course of business.

79. With the foundation for a successful marketing process already in place, the Debtors will utilize chapter 11 to market test the bids that they have received to guarantee that the Debtors can consummate a transaction with the highest and best possible purchase price that will maximize value for all stakeholders.

80. The TSA includes certain transaction milestones for the Debtors to administer these chapter 11 cases efficiently. The milestones include a target auction date of sixty-two (62) days following the Petition Date, and an entry of an order approving the sale of the Debtors' business fifteen (15) days thereafter. As described in this Declaration, I believe that the TSA, including the milestones described therein, represents the most value maximizing path forward for the Debtors.

VII. Cash Collateral.[7]

81. I believe that the Debtors' businesses require immediate access to liquidity to ensure they are able to continue operating during chapter 11 in order to preserve the value of

[7] Capitalized terms used but not defined in this section shall have the meanings set forth in the *Debtors' Motion for Entry of Interim and Final Orders Pursuant to Sections 105, 361, 362, 363, 503, and 507 of the Bankruptcy Code and Rules 2002, 4001, and 9041 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* (the "Cash Collateral Motion").

their estates and continue to pursue the transactions contemplated by the TSA. I understand that all of the Debtors' available cash constitutes the Consenting Senior Secured Noteholders' Cash Collateral, and the Consenting Senior Secured Noteholders have a pledge of the security interests in substantially all of the Debtors' direct and indirect subsidiaries.

82. As of the Petition Date, the Company has approximately $142 million of cash on hand. During these chapter 11 cases, I believe the Debtors will need the cash generated from their assets and operations to satisfy certain payments that are essential for the continued management, operation, and preservation of the Debtors' businesses. Without prompt access to Cash Collateral, I do not believe the Debtors will be able to satisfy employee compensation obligations, satisfy trade payables incurred in the ordinary course of business, or fund the administration of these chapter 11 cases, which failures would cause immediate and irreparable harm to the value of the Debtors' estates to the detriment of all stakeholders. I believe the Debtors' access to Cash Collateral and ability to satisfy these expenses as and when due is essential to the Debtors' continued operation of their businesses during the pendency of these chapter 11 cases.

83. Against that backdrop and in conjunction with the negotiation of the TSA, the Debtors negotiated with the Consenting Senior Secured Noteholders to develop a budget, adequate protection package, and restructuring timeline that would induce the lenders to consent to the use of their Cash Collateral in light of the Debtors' circumstances. The Debtors and the Consenting Senior Secured Noteholders agreed that consensual use of Cash Collateral—not a new debtor-in-possession financing facility—was appropriate. Accordingly, the Debtors reached an agreement with the Consenting Senior Secured Noteholders regarding the consensual use of their Cash Collateral on the terms set forth in the proposed Cash Collateral Orders.

84. To determine anticipated liquidity needs, the Company and FTI reviewed and analyzed projected cash receipts and disbursements. Using that analysis, FTI then prepared a budget outlining the Debtors' postpetition cash flow forecast over the first thirteen (13) weeks of these chapter 11 cases (the "Initial Budget").[8] Based on my experience and extensive discussions with the Debtors' management team and advisors, I believe the Initial Budget presents a reasonable estimate of the Debtors' cash sources and needs during these chapter 11 cases.

85. The Initial Budget contains line items for cash flows anticipated to be received and disbursed during the time period for which the Budget is prepared. I believe that the Initial Budget establishes that the Debtors will have adequate liquidity during such period.

86. Based on the Initial Budget, the Debtors' projected remaining cash balance at the end of the first four (4) weeks of these chapter 11 cases will be approximately $133.5 million and their remaining cash balance at the end of the thirteen (13)-week period will be approximately $82.3 million. Accordingly, the Initial Budget establishes that, subject to the continued access to Cash Collateral, the Debtors will have sufficient cash on hand to operate their business in the ordinary course.

87. It is my understanding that the Debtors propose to provide the Consenting Senior Secured Noteholders with an adequate protection package including, among other things, regular reporting obligations, adequate protection liens, superpriority claims, and payment of certain fees and expenses. I believe that each form of adequate protection is appropriate under the circumstances and will adequately protect the Consenting Senior Secured Noteholders against any actual diminution in value of their interest in the Cash Collateral.

[8] A copy of the budget, which is the "Initial Budget" under the terms of the proposed Interim Order, is attached as Exhibit 1 to the proposed Interim Order of the Cash Collateral Motion.

88. Because the Debtors' access to Cash Collateral is fundamental to the Debtors' continued business operations and the success of these chapter 11 cases, I believe the relief requested in the Cash Collateral Motion is necessary and appropriate to avoid immediate and irreparable harm to the estates.

VIII. Evidentiary Basis for Relief Requested in the First Day Motions.

89. Contemporaneously with the filing of this Declaration, the Debtors have filed various First Day Motions seeking relief to orchestrate a soft landing into these chapter 11 cases and to ensure that the transactions contemplated by the TSA can be implemented with limited disruptions to operations. Approval of the relief requested in the First Day Motions is critical to the Debtors' ability to continue operating their business with minimal disruption and thereby preserving value for the Debtors' estates and their various stakeholders. I have reviewed each of the First Day Motions and I believe that the relief sought therein is necessary to permit an effective transition into chapter 11. I believe that the Debtors' estates would suffer immediate and irreparable harm absent the ability to make certain essential payments, and otherwise continue their business operations as sought in the First Day Motions. The evidentiary support for the First Day Motions is attached hereto as **Exhibit A**. Accordingly, for the reasons set forth herein and in the First Day Motions, the Court should grant the relief requested in each of the First Day Motions.

* * * * * *

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

Dated: February 14, 2024

By: /s/ Ana Schrank
Name: Ana Schrank
Title: Chief Financial Officer

Exhibit A

Evidentiary Support for First Day Motions[1]

[1] Capitalized terms used but not defined herein have the meanings ascribed to them in the applicable First Day Motion.

EVIDENTIARY SUPPORT FOR FIRST DAY MOTIONS [2]

Administrative and Procedural Motions

I. Debtors' Motion for Entry of an Order Establishing Certain Notice, Case Management, and Administrative Procedures (the "Case Management Motion").

1. Pursuant to the Case Management Motion, the Debtors seek entry of an order (a) authorizing the Debtors to designate these chapter 11 cases as complex cases and (b) approving and implementing certain notice, case management, and administrative procedures.

2. There are thousands of creditors and parties in interest in these chapter 11 cases. Notice of all pleadings and other papers filed in this bankruptcy to each of these parties would be extremely burdensome and costly to the estate. The costs of photocopying, postage, and other expenses associated with such large mailings would be excessive and practically prohibitive. The relief sought in the Case Management Motion is tailored to address such concerns while simultaneously ensuring timely notification to those parties actively participating in this case or those parties whose rights are directly affected by a given matter.

3. Given the size and complexity of these chapter 11 cases, I believe that the Case Management Procedure will facilitate service of Court Filings and Orders in a manner that will maximize the efficiency and orderly administration of the chapter 11 cases, while at the same time ensuring that appropriate notice is provided, particularly to parties who express an interest in these chapter 11 cases and those directly affected by a request for relief.

4. For the foregoing reasons, I believe that the relief requested in the Case Management Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

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[2] To the extent there is any conflict or inconsistency between the relief described herein and the relief requested in the applicable First Day Motion, the relief requested in the applicable First Day Motion shall govern.

II. Debtors' Application for Entry of an Order Authorizing the Appointment of Kurtzman Carson Consultants LLC as Claims and Noticing Agent Effective as of the Petition Date (the "KCC 156(c) Retention Application").

5. Pursuant to the KCC 156(c) Retention Application, the Debtors seek entry of an order appointing KCC as Claims and Noticing Agent in the Debtors' chapter 11 cases effective as of the Petition Date. As the Claims and Noticing, Agent, KCC would assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors' chapter 11 cases.

6. Based on my discussions with the Debtors' advisors, I believe that the Debtors' selection of KCC to act as the Claims and Noticing Agent is appropriate under the circumstances and in the best interest of the estates. Moreover, it is my understanding, based on all engagement proposals obtained and reviewed, that KCC's rates are competitive and reasonable given KCC's quality of services and expertise.

7. For the foregoing reasons, I believe that the relief requested in the KCC 156(c) Retention Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

III. Debtors' Motion for Entry of an Interim and Final Orders (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 (the "Creditor Matrix Motion").

8. Pursuant to the Creditor Matrix Motion, the Debtors seek entry of interim and final orders, (a) authorizing the Debtors to (i) file a consolidated list of the Debtors' thirty (30) largest unsecured creditors in lieu of filing separate creditor lists for each Debtor, (ii) file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor, and (iii) redact

certain personally identifiable information and (b) waiving the requirement to file a list of equity security holders and provide notice directly to equity security holders.

9. ***Consolidated Creditor Matrix***. I believe allowing the Debtors to prepare and maintain a consolidated creditor matrix in lieu of filing a separate creditor matrix for each Debtor is warranted under the circumstances of these chapter 11 cases where there are thousands of creditors and parties in interest. Converting the Debtors' computerized information to a format compatible with the matrix requirements, as well as the preparation of separate lists of creditors for each Debtor would be expensive, time consuming, administratively burdensome, and increase the risk of error with respect to information already on computer systems maintained by the Debtors or their agents. Accordingly, I believe that filing a Consolidated Creditor Matrix is in the best interests of the Debtors' estates.

10. ***Consolidated List of the 30 Largest Unsecured Creditors***. The Debtors request authority to file a single, consolidated list of their thirty (30) largest general unsecured creditors. I believe this will help alleviate administrative burdens, costs, and the possibility of duplicative service, and will prevent the Debtors' estates from incurring unnecessary costs associated with serving multiple notices to the parties listed on the Debtors' voluminous creditor matrix.

11. ***Redact Certain Personally Identifiable Information***. I believe that redaction of the names, home and email addresses of natural persons is appropriate because, respectively, (a) such information may be subject to Health Insurance Portability and Accountability Act of 1996 regulations, (b) such personally identifiable information can be used to perpetrate identity theft and phishing scams or to locate survivors of domestic violence, harassment, or stalking, and (c) disclosure risks violating the United Kingdom General Data Protection Regulation and the European General Data Protection Regulation, and other similar laws, exposing the Debtors to

potential civil liability and significant financial penalties. The Debtors may be subject to HIPAA and similar state regulations that carry significant financial penalties for the noncompliance thereof--accordingly, the Debtors have a duty to their patients and other stakeholders to maintain the confidentiality of patient information. Given the breadth of the Debtors' customer base, it is difficult to ascertain which of the Debtors' customers, individual creditors, employees, and individual equity holders are also patients subject to HIPAA.

12. ***Waiving the Requirement to File a List of Equity Holders***. Invitae Corporation is a publicly-traded company with approximately 291.1 million outstanding shares of common stock. Debtor Invitae Corporation Inc. only maintains a list of its registered equity security holders and therefore must obtain the names and addresses of its beneficial shareholders from a securities agent. Preparing and submitting such a list with last known addresses for each equity security holder and sending notices to all such parties will create undue expense and administrative burden with limited corresponding benefit to the estates or parties in interest. I believe that preparing an Equity List with accurate names and last known addresses and providing notices to all such parties of the commencement of these chapter 11 cases would create a significant expense and administrative burden without a corresponding benefit to the estates or parties in interest.

13. For the foregoing reasons, I believe that the relief requested in the Creditor Matrix Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

IV. Debtors' Motion for Entry of an Order Directing Joint Administration of Chapter 11 Cases (the "Joint Administration Motion").

14. Pursuant to the Joint Administration Motion, the Debtors request entry of an order directing the procedural consolidation and joint administration of these chapter 11 cases, and request that the Court maintain one file and one docket for all of the jointly administered cases. Given the integrated nature of the Debtors' operations, joint administration of these chapter 11

cases will provide significant administrative convenience without harming the substantive rights of any party in interest. Many of the motions, hearings, and orders in these chapter 11 cases will affect each Debtor entity. The entry of an order directing joint administration of these chapter 11 cases will reduce fees and costs by avoiding duplicative filings and objections. Joint administration also will allow the Office of the United States Trustee for the District of New Jersey and all parties in interest to monitor these chapter 11 cases with greater ease and efficiency.

15. For the foregoing reasons, I believe that the relief requested in the Joint Administration Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

V. Debtors' Motion for Entry of an Order Extending Time to File Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs (the "SOFAs and Schedules Motion").

16. Pursuant to the SOFAs and Schedules Motion, the Debtors seek entry of an order extending the deadline by which the Debtors must file their Schedules and Statements by twenty (20) days, for a total of thirty-four (34) days from the Petition Date through and including March 18, 2024, without prejudice to the Debtors' ability to request additional extensions for cause shown.

17. I believe that good and sufficient cause exists for granting an extension of time to file the Schedules and Statements. The ordinary operation of the Debtors' businesses requires the Debtors to maintain voluminous books, records, and complex accounting systems. To prepare the Schedules and Statements, the Debtors must compile information from those books and records, and from documents relating to the claims of their thousands of creditors, as well as the Debtors' many assets, contracts, and leases. This information is extensive and located in numerous places throughout the Debtors' organization. Collecting the necessary information requires an enormous expenditure of time and effort on the part of the Debtors, their employees, and their professional

advisors in the near term—when these resources would be best used to stabilize the Debtors' business operations.

18. The Debtors, with the assistance of their professional advisors, are mobilizing their employees to work diligently and expeditiously on preparing the Schedules and Statements, but resources are strained. Given the amount of work required to complete the Schedules and Statements and the competing demands on the Debtors' employees and professionals to assist with stabilizing business operations during the initial postpetition period, and the critical matters that the Debtors' management and professionals were required to address prior to the commencement of these chapter 11 cases, the Debtors likely will not be able to properly and accurately complete the Schedules and Statements within the required time period. The Debtors therefore request that the Court extend the fourteen (14)-day period for an additional twenty (20) days, without prejudice to the Debtors' right to request further extensions for cause shown.

19. For the foregoing reasons, I believe that the relief requested in the SOFAs and Schedules Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

Operational Motions

VI. 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").

20. Pursuant to the Wages Motion, the Debtors seek entry of interim and final orders authorizing the Debtors to (a) pay all prepetition wages, salaries, other compensation, and reimbursable expenses on account of the Company's compensation and benefits, and (b) continue to administer such compensation and benefits in the ordinary course of business, including payment of prepetition obligations related thereto.

21. As of the Petition Date, the Company's workforce is comprised of 1,548 individuals, of which approximately 1,235 are employed by the Debtors (the "Employees"). The Employees are all located in the United States, of whom 1,219 are full time and five (5) are part time. In addition to the Employees, the Debtors' supplement their workforce by retaining approximately 313 independent contractors, service providers, and temporary workers (the "Contingent Workers," and together with the Employees, the "Workforce") through third-party staffing agencies.

22. Many members of the Workforce rely on their compensation and benefits to pay their daily living expenses. The Workforce will be unfairly harmed if the Debtors are not permitted to continue paying compensation and providing health and other benefits during these chapter 11 cases. Accordingly, I believe the relief requested in the Wages Motion is necessary and appropriate under the facts and circumstances of these chapter 11 cases.

23. Furthermore, as of the Petition Date, the Debtors anticipate that certain Employees, specifically on account of the 2023 Non-Insider Annual Incentive Plan (subject to entry of a Final Order), as described more fully in the Wages Motion, are owed aggregate prepetition amounts in excess of the $15,150 statutory cap set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy

Code (the "Statutory Cap"). For the avoidance of doubt, the Debtors seek authority to pay any amounts above the Statutory Cap solely pursuant to the Final Order.

24. Pursuant to the Wages Motion, the Debtors also seek authority to continue their retention programs and to honor their obligations under the pre-existing Non-Insider Bonus Programs (subject to entry of a Final Order), as described more fully in the Wages Motion. The Debtors implemented the Non-Insider Bonus Programs to retain specific key personnel. The Debtors believe the Non-Insider Bonus Programs drive Employees' performance, align Employees' interests with those of the Debtors generally, and promote the overall efficiency of the Debtors' operations. I believe that maintaining the Non-Insider Bonus Programs are vital to the Debtors' operations. I understand that "insiders" (as the term is defined in section 101(31) of the Bankruptcy Code) of the Debtors are excluded from the relief requested in the Wages Motion with respect to any retention programs, bonus programs, or severance payments.

25. For the foregoing reasons, I believe that the relief requested in the Wages Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest, and will enable the Debtors to continue to effectively operate their businesses during these chapter 11 cases.

VII. 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 (the "Insurance Motion").

26. Pursuant to the Insurance Motion, the Debtors seek entry of interim and final orders authorizing the Debtors to (a) maintain coverage under the Insurance Policies and Surety Bonds and pay related obligations, and (b) renew, supplement, modify, or purchase insurance and surety coverage in the ordinary course of business.

27. ***The Insurance Policies and Related Payment Obligations.*** In the ordinary course of business, the Debtors maintain twenty-nine (29) Insurance Policies that are administered by

various third-party 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. The Insurance Policies are generally one (1) year in length, with no obligation to renew the Insurance Policies upon their expiration. The aggregate annual Premium for the Insurance Policies is approximately $6.6 million. As of the Petition Date, the Debtors do not believe that they owe any outstanding amounts on account of prepetition Premiums nor owe any amounts to the Insurance Carriers relating to Deductibles or Self-Insured Retentions. Nevertheless, out of the 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 Premiums, Deductibles, and Self-Insured Retentions to ensure uninterrupted coverage thereunder.

28. I believe that continuation and renewal of the Insurance Policies, and entry into new Insurance Policies, as needed, is essential to the preservation of the value of the Debtors' business and operations, and that failure to receive the requested relief in the Insurance Motion at the outset of these chapter 11 cases would expose the Debtors to direct liability for payment of claims otherwise covered by the Insurance Policies. Moreover, in many instances, insurance coverage is required by the regulations, laws, and contracts that govern the Debtors' commercial activities. Accordingly, the Debtors request authority to maintain their existing Insurance Policies, pay prepetition obligations related thereto, and enter into new Insurance Policies in the ordinary course of business.

29. ***The Debtors' Surety Bond Program.*** 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, 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. Nevertheless, out of an abundance of caution, 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.

30. I believe that continuing the Surety Bond Program is also necessary to maintain the Debtors' operations. The process of establishing a new Surety Bond Program would be burdensome to the Debtors, and it is doubtful that the Debtors could replace all of the Surety Bonds in time to avoid defaults or other consequences of the applicable obligations. Failure to maintain the Insurance Policies and Surety Bonds could have a detrimental impact on the administration of these chapter 11 cases.

31. ***The Debtors' Insurance and Surety Bond Broker***. In the ordinary course of business, the Debtors obtain all of their Insurance Policies and Surety Bonds through Woodruff-Sawyer & Co., Inc. (the "Broker"). 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.

32. For the foregoing reasons, I believe that the relief requested in the Insurance Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest, and will enable the Debtors to continue to effectively operate their businesses during these chapter 11 cases.

VIII. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Perform Intercompany Transactions (the "Cash Management Motion").

33. The Debtors seek entry of interim and final orders: authorizing the Debtors to (a) continue to operate their Cash Management System and maintain their existing Debtor Bank Accounts, (b) honor certain prepetition or postpetition obligations related thereto, (c) maintain existing Business Forms and Books and Records in the ordinary course of business, and (d) continue to perform Intercompany Transactions consistent with the Debtors' historical practices.

34. In the ordinary course of business, the Debtors operates a Cash Management System.[3] The Debtors use the Cash Management System to collect, transfer, and disburse funds, and to facilitate cash monitoring, forecasting, and reporting. The Debtors' treasury department maintains daily oversight of the Cash Management System and implements cash management controls for accepting, processing, and releasing funds, including in connection with any Intercompany Transactions. The Debtors' accounting department reconciles the Debtors' books and records on a monthly basis to ensure that all transfers are accounted for properly.

[3] For the avoidance of doubt, the Bank Accounts do not include three (3) of the fourteen (14) accounts held by HSBC Bank USA, N.A. ("HSBC") and its foreign branches. The three HSBC accounts that are not included are for letter of credit cash collateralization purposes. The Debtors typically have an interest in such accounts but do not maintain unilateral control over the funds deposited in them.

35. The Cash Management System is similar to those commonly employed by similarly sized companies to help manage funds, reduce administrative expenses, and ensure cash availability for each entity and to meet obligations. As of the Petition Date, there is approximately $142 million in cash in the Debtor Bank Accounts.

36. As of the Petition Date, the Debtors' Cash Management System is composed of twenty-six (26) Bank Accounts. Of those Bank Accounts, sixteen (16) are owned and controlled by the Debtors (the "Debtor Bank Accounts"), and ten (10) are owned and controlled by non-Debtor foreign affiliates (the "Non-Debtor Foreign Bank Accounts") that are direct and indirect subsidiaries of the Debtors. The Debtor Bank Accounts include (a) ten (10) accounts maintained at Silicon Valley Bank ("SVB"); (b) one (1) account maintained at U.S. Bank National Association ("U.S. Bank"); (c) three (3) accounts maintained at HSBC; and (d) two (2) accounts maintained at JP Morgan Chase & Co. ("JPMC") (collectively, the "Cash Management Banks").

37. The Debtor Bank Accounts consist of (a) the Master Operating Account, (b) the CAG Cash and Cash Equivalents Account, (c) five (5) Lockbox Accounts, (d) two (2) Disbursement Accounts, (e) the Corporate Analyzed Checking Account, (f) the Collaboration Lockbox Account, (g) the ArcherDX Accounts, and (h) the Overnight Sweep Account. The Debtors maintain a primary operating account and general disbursement account (the "Master Operating Account") at Invitae Corporation. As the Debtors collect receipts from customers and other parties, funds are deposited into one of the Debtors' five Lockbox Accounts via checks, lockbox payments, ACH, and wire transfers. At the end of each business day, the Debtors' funds in the Lockbox Accounts are automatically swept into the Master Operating Account.

38. The vast majority of cash from the Debtors' capital raises are held in the CAG Cash and Cash Equivalents Account with small amounts also held in the Corporate Analyzed Checking

Account. On a weekly basis, the Debtors determine whether additional funds will need to be swept from the CAG Cash and Cash Equivalents Account to the Master Operating Account to cover disbursements, Intercompany Transactions, and other funding requests in the ordinary course of business. Historically, any funds the Debtors identified for investment were invested in the CAG Cash and Cash Equivalents Account. However, the Debtors' investment positions in the CAG Cash and Cash Equivalents Account were liquidated prior to the Petition Date.

39. The non-Debtor foreign affiliates maintain several Non-Debtor Foreign Bank Accounts that are used to fund the Company's non-Debtor foreign affiliates in Europe, Canada, Israel, Brazil, Australia, India, and Asia Pacific.[4] As of the Petition Date, I understand that the Debtors do not anticipate there being a flow of funds between the Non-Debtor Foreign Accounts and the Debtor Bank Accounts.

40. I understand that where the Debtor Bank Accounts are maintained—the Cash Management Banks—are Authorized Depositories under the U.S. Trustee Guidelines. Likewise, all of the Debtor Bank Accounts are insured by the FDIC.

41. ***Bank Fees.*** In the ordinary course of business, the Debtors incur periodic service charges and other fees in connection with maintaining the Cash Management System (collectively, the "Bank Fees"). In the twelve (12)-month period before the Petition Date, the Debtors incurred an average of approximately $42,000 in monthly Bank Fees, in the aggregate. As of the Petition

[4] As of the Petition Date, the only non-Debtor foreign affiliates still in operation are Invitae Canada Inc. ("Invitae Canada"), Invitae Australia Pty. Ltd. ("Invitae Australia"), Invitae Latvia SIA ("Invitae Latvia"), and Genelex India Pvt Ltd. ("Genelex India"). The Non-Debtor Foreign Bank Accounts held by Invitae Netherlands B.V. ("Invitae Netherlands"), Orbicule B.V. ("Orbicule"), Invitae Israel Inc. Ltd. ("Invitae Israel"), Invitae Medical Genetics Brasil Ltda. ("Invitae Brazil"), Invitae Japan K.K ("Invitae Japan"), and Invitae Singapore Pte. Ltd. ("Invitae Singapore") are dormant. HSBC's foreign branches maintain the Non-Debtor Foreign Bank Accounts for Invitae Canada, Invitae Australia, Invitae Latvia, Invitae Netherlands, Orbicule, Invitae Israel, Invitae Singapore, and Invitae Japan. Axis Bank Limited ("Axis Bank") maintains the Non-Debtor Foreign Bank Account for Genelex. Banco Santander S.A. ("Santander") maintains the Non-Debtor Foreign Bank Account for Invitae Brazil.

Date, the Debtors estimate that they owe approximately $50,000 total in prepetition Bank Fees. I believe that absent payment of the Bank Fees, the Cash Management Banks might assert setoff rights against the funds in the Bank Accounts, freeze the Debtor Bank Accounts, and/or refuse to provide banking services to the Debtors.

42. ***Credit Card Program.*** As part of the Cash Management System, in the ordinary course of business and in accordance with the terms of the existing agreements between the Debtors and SVB, the Debtors provide a limited number of employees with access to credit cards issued by SVB under a corporate Credit Card Program. The Credit Card Program is used to cover certain payments for general corporate expenses, office supplies, travel expenses, such as hotel stays and meals, and other necessary and approved company expenditures.

43. As of the Petition Date, the Debtors have issued seventeen (17) credit cards under the Credit Card Program to employees of the Debtors. I understand that Invitae Corporation is liable for all obligations owing under the Credit Card Program. On average, the Credit Card Obligations amount to approximately $120,000 in the aggregate per month with approximately $21,000 outstanding as of the Petition Date. Payments made in respect of the Credit Card Obligations are made monthly to SVB from the Master Operating Account.

44. I believe that the Credit Card Program is an integral part of the Debtors' Cash Management System and that employees' continued use of the Credit Cards for procurement and travel purposes is essential to the continued operation of the Debtors' businesses.

45. ***Intercompany Transactions.*** As explained above, the Company operates as a single, integrated global enterprise under common management, and thus, in the ordinary course of business, the Debtors maintain and engage in Intercompany Transactions with each other and their non-Debtor foreign affiliates, resulting in Intercompany Balances. The Intercompany

Transactions are an essential component of the Debtors' complex global operations, and they are integral to the Debtors' ability to process payroll and payments to third-party vendors, provide enterprise-wide management and support services, and otherwise facilitate operations on a daily basis.

46. I understand that the Debtors generally account for and record all Intercompany Transactions and Intercompany Balances in their centralized accounting system, the results of which are recorded on the Debtors' balance sheets and regularly reconciled. Further, I understand that the Debtors will continue to track postpetition Intercompany Transactions consistent with historical practice and ensure that any setoff of a postpetition obligation owed to a Debtor against any prepetition obligation owed by a Debtor to a non-Debtor foreign affiliate will not be to the disadvantage of the Debtors.

47. As of the Petition Date, I understand that the Debtors do not anticipate there being a flow of funds to the Non-Debtor Foreign Accounts from the Debtor Bank Accounts. I understand that the Non-Debtor Foreign Banks Accounts currently have sufficient liquidity to operate. However, in the event funding is needed in the future, the Debtors seek authority to make postpetition transfers to the Non-Debtor Foreign Bank Accounts in the ordinary course of business in accordance with past practices.

48. I believe that the Intercompany Transactions are an essential component of the Debtors' operations and Cash Management System and that any interruption of the Intercompany Transactions would severely disrupt the Debtors' operations and greatly harm the Debtors' estates and their stakeholders.

49. For the foregoing reasons, I believe that the relief requested in the Cash Management Motion is in the best interests of the Debtors' estates, their creditors, and other parties

in interest, and will enable the Debtors to continue to effectively operate their businesses during these chapter 11 cases.

IX. Debtors' Motion For Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Prepetition Claims of (A) Critical Vendors, (B) 503(b)(9) Claimants, (C) Lien Claimants, and (D) Foreign Vendors, and (II) Confirming Administrative Expense Priority of Outstanding Orders (the "Critical Vendors Motion").

50. Pursuant to the Critical Vendors Motion, the Debtors seek entry of interim and final orders (a) authorizing the Debtors to pay prepetition amounts in the ordinary course of business owing on account of (i) Critical Vendor Claims in an aggregate amount of up to $3.74 million on an interim basis and $5.13 million on a final basis, (ii) 503(b)(9) Claims in an aggregate amount of up to $1.85 million on an interim basis and $2.04 million on a final basis, (iii) Lien Claims in an aggregate amount of up to $2.63 million on an interim basis and $2.89 million on a final basis, and (iv) Foreign Vendor Claims in an aggregate amount of up to $1.09 million on an interim basis and $1.19 million on a final basis, and (b) granting administrative expense priority status to all Outstanding Orders and authorizing the payment of such obligations in the ordinary course of business.

51. To effectuate their business model and ensure the uninterrupted provision of goods and services to their customers, the Debtors rely on strong vendor relationships. Any disruption in the provision of the critical supplies and materials the Debtors source from their vendors would have far-reaching and adverse economic and operational consequences on the Debtors' business.

52. The Debtors conduct business with the Critical Vendors, the 503(b)(9) Claimants, the Lien Claimants, and the Foreign Vendors (collectively, the "Trade Claimants" and such claims, collectively, the "Trade Claims") for the manufacturing of the genetic testing kits, the provision of certain laboratory equipment and supplies, and the shipment of the Test Kits. These goods are highly specialized and, in some cases, might give rise, either directly or indirectly, to mechanic's,

possessory, or other liens. Due to the specialized nature of the supplies that the Debtors use, there are a limited number of qualified vendors available. In many cases, the Debtors have limited to no options for replacement suppliers, as the Debtors are only certified to use certain laboratory consumables—changing such suppliers would require the Debtors to first undergo a lengthy validation process. Thus, even where alternative vendors might exist, the time and costs associated with switching from one vendor to another could irreparably harm the Debtors' business, goodwill, and market share. In order to protect their business on a postpetition basis, the Debtors request authorization to pay certain outstanding prepetition claims of the Trade Claimants, subject to the terms set forth in the Interim Order and the Final Order.

53. Subject to the Court's approval, the Debtors intend to pay the Trade Claims only to the extent necessary to preserve the value of their estates. The Debtors have designated a core group of executives, advisors, and employees who have experience in the Debtors' business and in the reorganization process to review, assess, and potentially recommend any payment on account of a Trade Claim. In return for paying the Trade Claims, the Debtors will use commercially reasonable efforts to condition payment of the Trade Claims upon each vendor's agreement to, as applicable, continue supplying goods and services on terms at least as favorable to the Debtors as those in place during the twelve (12) months prior to the Petition Date, or as otherwise agreed by the Debtors in their reasonable business judgment (the "Customary Trade Terms").

54. Before the Petition Date and in the ordinary course of business, the Debtors might have ordered goods that will not be delivered until after the Petition Date (collectively, the "Outstanding Orders"). To avoid the risk of becoming general unsecured creditors of the Debtors' estates with respect to such goods, certain suppliers might refuse to ship

or transport such goods (or might recall such shipments) with respect to such Outstanding Orders unless the Debtors issue substitute purchase orders postpetition. To prevent any disruption to the Debtors' business operations, and given that goods delivered after the Petition Date are afforded administrative expense priority under section 503(b) of the Bankruptcy Code, the Debtors seek an order (a) granting administrative expense priority under section 503(b) of the Bankruptcy Code to all undisputed obligations of the Debtors arising from the acceptance of goods subject to Outstanding Orders, and (b) authorizing the Debtors to satisfy such obligations in the ordinary course of business.

55. For the foregoing reasons, I believe that the relief requested in the Critical Vendors Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest, and will enable the Debtors to continue to effectively operate their businesses during these chapter 11 cases.

X. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Payment of Certain Taxes and Fees (the "Taxes Motion").

56. In the ordinary course of business, the Debtors collect, withhold, and incur income taxes, sales and use taxes, property taxes, foreign taxes, franchise taxes, and regulatory and other taxes, penalties, interests, assessments, fees, and additions to tax (collectively, "Taxes and Fees"). The Debtors pay or remit, as applicable, Taxes and Fees to various governmental Authorities on a periodic basis (monthly, quarterly, semi-annually, annually, or as otherwise applicable) depending on the nature and incurrence of a particular Tax or Fee and as required by applicable laws and regulations. The Debtors generally pay and remit Taxes and Fees via ACH transfers, wire transfers, through third-party service providers, or directly to the Authorities via their online portals.

57. The Debtors indirectly pay certain Taxes and Fees in the ordinary course of business through their third-party tax administrator, CT Corporation (the "Tax Administrator"). To do so, certain of the Debtors' employees provide the Tax Administrator with information related to amounts owed to the applicable Authorities and the required timing for payment. The Debtors remit funds to the Tax Administrator via ACH transfer that pulls funds directly into the Tax Administrator's bank account. In turn, the Tax Administrator remits such tax payments to the applicable Authorities once the funds are received from the Debtors.

58. The Debtors may also become subject to routine audit investigations on account of tax returns and/or tax obligations in respect of prior years ("Audits") during these chapter 11 cases. Audits may result in additional prepetition Taxes and Fees being assessed against the Debtors (such additional Taxes and Fees, "Assessments").

59. The Debtors estimate that approximately $3.12 million in Taxes and Fees is outstanding as of the Petition Date, in addition to other amounts that will become due and owing to the Authorities after the Petition Date in the ordinary course.

60. The Debtors might also undertake certain typical activities related to tax planning, and to pay Taxes and Fees related thereto, including, but not limited to: (a) converting Debtor entities from one form to another (e.g., converting an entity from a corporation to a limited liability company) via conversion, merger, or otherwise ("Entity Conversions"); (b) making certain tax elections (including with respect to the tax classification of Debtor entities) ("Tax Elections"); (c) changing the position of Debtor entities within the Debtors' corporate structure ("Entity Movements"); (d) modifying or resolving intercompany claims and moving assets or liabilities among Debtor entities if doing so will not alter the substantive rights of the Debtors' stakeholders in these chapter 11 cases ("Asset and Liability Movements"); and (e) filing one or

more requests for a private letter ruling with the Internal Revenue Service (a "Ruling Request" and, together with the Entity Conversions, Tax Elections, Entity Movements, and Asset and Liability Movements, the "Tax Planning Activities").

61. Any failure by the Debtors to pay Taxes and Fees could materially disrupt the Debtors' business operations in several ways, including, but not limited to: (a) the Authorities could initiate Audits of the Debtors, which would unnecessarily divert the Debtors' attention from these chapter 11 cases; (b) the Authorities could attempt to suspend the Debtors' operations, file liens, seek to lift the automatic stay, and/or pursue other remedies that will harm the Debtors' estates; and (c) in some instances, certain of the Debtors' directors and officers could be subject to claims of personal liability, which would likely distract those key individuals from their duties related to the Debtors' restructuring. Taxes and Fees not timely paid as required by law could result in fines and penalties, the accrual of interest, or both. In addition, nonpayment of Taxes and Fees could give rise to priority claims under section 507(a)(8) of the Bankruptcy Code.

62. Finally, the Debtors also collect and hold certain outstanding tax liabilities in trust for the benefit of the applicable Authorities, and these funds might not constitute property of the Debtors' estates. Risking any of these negative outcomes is unnecessary. Accordingly, the Debtors seek authority to pay, in their sole discretion, Taxes and Fees (including Assessments) in the ordinary course of business as they become due, and to engage in Tax Planning Activities as necessary.

63. For the foregoing reasons, I believe that the relief requested in the Taxes Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest, and will enable the Debtors to continue to effectively operate their business in during these chapter 11 cases.

XI. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Maintain and Administer Their Customer Programs, and (II) Honor Certain Prepetition Obligations Related Thereto (the "Customer Programs Motion").

64. Pursuant to the Customer Programs Motion, the Debtors seek entry of interim and final orders, (a) maintain and administer their Customer Programs and (b) honor certain prepetition obligations related thereto.

65. The Debtors' customers generally comprise of individual patients, biopharma companies, and institutions such as hospitals, clinics, and third-party laboratories. Historically, the Debtors have provided certain incentives, discounts, and accommodations to their customers to attract and maintain positive customer relationships, the majority of which do not independently entail the expenditure of cash (such programs, collectively, the "Customer Programs"). Specifically, among other things, the Debtors have offered: (a) Research Partnerships for Genetic Testing Programs, (b) Discount Programs, (c) Prior Authorization Services, (d) Genetic Counseling Services, (e) Phlebotomy Services, and (f) Refunds.

66. As of the Petition Date, the Debtors estimate that there is approximately $1 million in prepetition obligations outstanding related to Customer Programs that entail direct cash expenditures. I believe that the ability to continue the Customer Programs and to honor any obligations thereunder in the ordinary course of business is necessary to retain their reputation for accessibility and reliability, comply with their legal obligations, and ensure customer satisfaction as most of the Debtors' businesses are discretionary. Continuing the Customer Programs allows the Debtors to maintain the goodwill of their current customers, attract new customers, and, ultimately, enhance their revenue and profitability to the benefit of all of the Debtors' stakeholders.

67. For the foregoing reasons, I believe that the relief requested in the Customer Programs Motion is in the best interests of the Debtors' estates, their creditors, and other parties

in interest, and will enable the Debtors to continue to effectively operate their businesses during these chapter 11 cases.

XII. Debtors' Motion for Entry of Interim and Final Orders (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, and (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests (the "Utilities Motion").

68. Pursuant to the Utilities Motion, the Debtors seek entry of interim and final orders: (a) approving the Debtors' proposed adequate assurance of payment for future utility services, (b) prohibiting utility providers from altering, refusing, or discontinuing services, and (c) approving the Debtors' proposed procedures for resolving Adequate Assurance Requests.

69. In connection with the operation of their businesses and management of their properties, the Debtors obtain electricity, natural gas, water, sewer, telecommunications, and other similar services (collectively, the "Utility Services") from a number of Utility Providers. In the aggregate, the Debtors pay approximately $100,000 each month for Utility Services, calculated as the historical average payment for the twelve-month period ending in August 2023.

70. To provide additional assurance of payment, the Debtors propose to deposit approximately $53,000 into a segregated account (the "Adequate Assurance Deposit"). The amount of the Adequate Assurance Deposit attributable to a given Utility Provider (such Utility Provider's "Contribution Amount") is equal to (i) approximately one-half of the Debtors' average monthly cost of such Utility Provider's Utility Services, generally calculated as the historical average payment for the twelve-month period ending in August 2023, *less* (ii) the amount of any security deposit held by such Utility Provider as of the Petition Date. The Adequate Assurance Deposit is equal to the sum of all Contribution Amounts and excludes Utility Services billed directly to the Debtors' Landlords.

71. I believe that uninterrupted Utility Services are essential to the Debtors' ongoing business operations and, hence, the overall success of these chapter 11 cases. The Utility Services are essential for the Debtors to maintain their businesses and to operate their facilities and corporate offices, which provide functions essential for daily operations. These facilities and offices require electricity, water, and other Utility Services in order to operate. Should any Utility Provider refuse or discontinue service, even for a brief period, the Debtors' business operations would be severely disrupted, and such disruption would jeopardize the Debtors' ability to successfully operate and manage their reorganization efforts. Accordingly, it is essential that the Utility Services continue uninterrupted during these chapter 11 cases.

72. For the foregoing reasons, I believe that the relief requested in the Utilities Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest, and will enable the Debtors to continue to effectively operate their businesses during these chapter 11 cases.

XIII. Debtors' Motion for Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock (the "NOL Motion").

73. The Debtors currently estimate that they have, as of the Petition Date, approximately $2.6 billion of federal NOLs, approximately $136 million of 163(j) Carryforwards, "net unrealized built-in losses,"[5] and certain other tax attributes (collectively, "Tax Attributes"). The Debtors may generate additional tax attributes in the current tax year, including during the pendency of these chapter 11 cases.

74. The Tax Attributes are of significant value to the Debtors and their estates because they may offset U.S. federal taxable income or tax liability in future years. In addition, the Debtors

[5] The Debtors believe that they may have a "net unrealized built-in loss" because the aggregate adjusted basis of all of their assets may be greater than their fair market value, although such calculations are ongoing.

may utilize such Tax Attributes to offset any taxable income generated by transactions consummated during these chapter 11 cases (including with respect to any taxable disposition of some or all of the Debtors' assets). Accordingly, the value of the Tax Attributes will inure to the benefit of the Debtors' stakeholders.

75. Under sections 382 and 383 of the Internal Revenue Code of 1986, as amended, certain transfers of or declarations of worthlessness for U.S. federal income tax purposes with respect to Beneficial Ownership of Common Stock prior to the consummation of a chapter 11 plan could eliminate, or limit the use of, the Tax Attributes. Further, these Tax Attributes might be necessary to address tax consequences resulting from the implementation of a chapter 11 plan, and, depending upon the structure utilized to consummate a chapter 11 plan, they might provide the potential for material future tax savings (including in post-emergence years) or other potential tax structuring opportunities in these chapter 11 cases. Accordingly, I believe that the implementation of the Procedures is necessary and appropriate to enforce the automatic stay under section 362 of the Bankruptcy Code and to preserve the value of the Tax Attributes for the benefit of the Debtors' estates.

76. To maximize the use of the Tax Attributes and enhance recoveries for the Debtors' stakeholders, the Debtors seek limited relief that will enable them to closely monitor certain transfers of Beneficial Ownership of Common Stock and certain worthless stock deductions for U.S. federal income tax purposes with respect to Beneficial Ownership of Common Stock so as to be in a position to act expeditiously to prevent such transfers or worthlessness deductions for U.S. federal income tax purposes, if necessary, with the purpose of preserving the Tax Attributes. By establishing and implementing such Procedures, the Debtors will be able to object to "owner

shifts" that threaten their ability to preserve the value of their Tax Attributes for the benefit of the estates.

77. For the foregoing reasons, I believe that the relief requested in the NOL Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

XIV. Debtors' Motion for Entry of an Order Establishing a Record Date for Potential Notice and Sell-Down Procedures for Trading in Certain Claims Against the Debtors' Estates, (the "Record Date Motion").

78. The Debtors had, as of the Petition Date, approximately $2.6 billion of federal NOLs, approximately $136 million of 163(j) Carryforwards, "net unrealized built-in losses,"[6] and certain other Tax Attributes. The Debtors may generate additional tax attributes in the current tax year, including during the pendency of these chapter 11 cases.

79. The Debtors' ability to use their Tax Attributes may, however, be lost (or severely limited) if they experience an "ownership change" for tax purposes and are unable to take advantage of certain favorable rules that apply to ownership changes that occur pursuant to a bankruptcy plan of reorganization. The Debtors anticipate such favorable rules will provide substantial value to the Debtors' estates through the preservation of the Tax Attributes. Accordingly, to protect their ability to use the Tax Attributes, the Debtors may ultimately need to seek a "Sell-Down Order" requiring any persons or entities that have acquired debt claims against the Debtors during these chapter 11 cases in such an amount that the holders of such claims would be entitled to receive more than 4.5 percent of the equity of the reorganized Debtors, to sell down their claims below this threshold amount.

[6] The Debtors believe that they may have a "net unrealized built-in loss" because the aggregate adjusted basis of all of their assets may be greater than their fair market value, although such calculations are ongoing.

80. Because it is too early to determine whether it is (or will be) necessary to obtain a Sell-Down Order, through the Record Date Motion, the Debtors seek to establish a record date to preserve the Debtors' ability to implement sell-down procedures and provide notice to claim traders that claims acquired after the Record date may be subject to a sell-down order. By preserving the Debtors' ability to implement sell-down procedures, the Debtors are taking proactive steps to protect their valuable Tax Attributes.

81. For the foregoing reasons, I believe that the relief requested in the Record Date Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

[*Remainder of page intentionally left blank*]

Exhibit B

Transaction Support Agreement

Execution Version

THIS TRANSACTION SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS TRANSACTION SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS TRANSACTION SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN.

THIS TRANSACTION SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO. ACCORDINGLY, THIS TRANSACTION SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

TRANSACTION SUPPORT AGREEMENT

This TRANSACTION SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 15.02, this "**Agreement**") is made and entered into as of February 13, 2024 (the "**Execution Date**"), by and among the following parties (each of the following described in sub-clauses (i) through (ii) of this preamble, collectively, the "**Parties**"):[1]

i. Invitae Corporation, a company incorporated under the Laws of Delaware ("**Invitae**"), and each of its affiliates listed on **Exhibit A** to this Agreement that have executed and delivered counterpart signature pages to this Agreement to counsel to the Consenting Stakeholders (the Entities in this clause (i), collectively, the "**Company Parties**"); and

ii. the undersigned holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, the 2028 Senior Secured Notes Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, the "**Consenting Stakeholders**").

[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

RECITALS

WHEREAS, the Company Parties and the Consenting Stakeholders have in good faith and at arms' length negotiated or been apprised of certain restructuring and sale transactions with respect to the Company Parties' capital structure on the terms set forth in this Agreement and as specified in the term sheet attached as **Exhibit B** hereto (together with the exhibits and appendices annexed to such term sheet, the "**Transaction Term Sheet**" and, such transactions as described in this Agreement and the Transaction Term Sheet, the "**Transactions**");

WHEREAS, the Company Parties intend to implement the Transactions, including through the commencement by the Debtors of voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the "**Chapter 11 Cases**"); and

WHEREAS, the Parties have agreed to take certain actions in support of the Transactions on the terms and conditions set forth in this Agreement and the Transaction Term Sheet;

NOW, THEREFORE, in consideration of the representations, warranties covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. ***Definitions and Interpretation***.

1.01. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Transaction Term Sheet, as applicable. The following terms shall have the following definitions:

"**2028 Senior Secured Notes**" means the notes outstanding under the 2028 Senior Secured Notes Indenture.

"**2028 Senior Secured Notes Claim**" means any Claim on account of the 2028 Senior Secured Notes Indenture.

"**2028 Senior Secured Notes Indenture**" means that certain indenture, dated March 7, 2023, as amended, restated, modified, or supplemented from time to time with the terms thereof by and among the Company as issuer, Deerfield L.P. and certain of its affiliates, among others, as holders, and U.S. Bank Trust Company, National Association as Agent.

"**Affiliate**" has the meaning set forth in section 101(2) of the Bankruptcy Code as if such entity was a debtor in a case under the Bankruptcy Code.

"**Agent**" means any administrative agent, trustee, collateral agent, or similar Entity under the 2028 Senior Secured Notes Indenture, including any successors thereto.

"**Agreement**" has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 15.02 (including the Transaction Term Sheet).

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Agreement Effective Date (or, in the case of any Consenting Stakeholder that becomes a party hereto after the Agreement Effective Date, the date as of which such Consenting Stakeholder becomes a party hereto) to the Termination Date applicable to that Party.

"**Alternative Transaction Proposal**" means any plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, consent solicitation, exchange offer, tender offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Transactions.

"**Auction**" has the meaning set forth in the Bidding Procedures.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" means the United States Bankruptcy Court in which the Chapter 11 Cases are commenced or another United States Bankruptcy Court with jurisdiction over the Chapter 11 Cases.

"**Bar Date**" means the date established by the Bankruptcy Court by which proofs of claim or proofs of interests for creditors and interest holders must be filed.

"**Bidding Procedures**" means the sale procedures as filed in the Bankruptcy Court, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Bidding Procedures Motion**" means the motion seeking approval of the Bidding Procedures, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Bidding Procedures Order**" means the order of the Bankruptcy Court approving the Bidding Procedures and establishing deadlines for the submission of bids and the auction in accordance with such procedures, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Budget**" means a 13-week cash flow budget of the Company and its Subsidiaries, on a consolidated basis, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

"**Cash Collateral Order(s)**" means the interim and/or final, as applicable, orders of the Bankruptcy Court approving the use of cash collateral, in each case, which shall be in form and substance acceptable to the Required Consenting Stakeholders.

"**Causes of Action**" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

"**Company Claims/Interests**" means any Claim against, or Equity Interest in, a Company Party, including the 2028 Senior Secured Notes Claims.

"**Company Parties**" has the meaning set forth in the recitals to this Agreement.

"**Confidentiality Agreement**" means an executed confidentiality agreement with a Company Party, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information agreement, in connection with any proposed Transactions, including the Non-Disclosure Agreement, dated as of August 30, 2023, by and between Deerfield Management Company, L.P. and Invitae.

"**Confirmation Order**" means the confirmation order with respect to the Plan, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Consenting Stakeholders**" has the meaning set forth in the preamble to this Agreement.

"**Debtors**" means the Company Parties that commence Chapter 11 Cases listed on **Exhibit C** to this Agreement.

"**Definitive Documents**" means the documents listed in Section 3.01, each as amended or modified from time to time.

"**Disclosure Statement**" means the related disclosure statement with respect to the Plan, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Disclosure Statement Order**" means an order entered by the Bankruptcy Court approving the adequacy of the Disclosure Statement as a disclosure statement meeting the applicable requirements of the Bankruptcy Code and, to the extent necessary, approving the related Solicitation Materials, which order may be the Confirmation Order, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Entity**" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Equity Interests**" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**First Day Pleadings**" means the first-day pleadings that the Company Parties determine are necessary or desirable to file, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Invitae**" has the meaning set forth in the preamble to this Agreement.

"**Joinder**" means a joinder to this Agreement substantially in the form attached to this Agreement as **Exhibit D**.

"**Law**" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

"Milestones" has the meaning set forth in Section 4.01.

"**Non-Party Reimbursement Agreements**" has the meaning set forth in Section 2(e).

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Permitted Transferee**" means each transferee of any Company Claims/Interests who meets the requirements of Section 9.01.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

"**Petition Date**" means the first date any of the Company Parties commences a Chapter 11 Case.

"**Plan**" means a joint plan of reorganization or liquidation filed by the Debtors under chapter 11 of the Bankruptcy Code that embodies the Transactions, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Plan Administrator**" means the person or Entity, or any successor thereto, designated by the Debtors, to be appointed on the Plan Effective Date and who will serve as the administrator for the estates as set forth in the Plan.

"**Plan Effective Date**" means the occurrence of the Effective Date of the Plan according to its terms.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Qualified Marketmaker**" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Required Consenting Stakeholders**" means, as of the relevant date, Consenting Stakeholders holding at least 50.01% of the aggregate outstanding principal amount of 2028 Senior Secured Notes that are held by Consenting Stakeholders.

"**Rules**" means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

"**Sale Transaction**" means the sale of all or substantially all of the Debtors' assets and/or equity.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Solicitation Materials**" means, as applicable, any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on the Plan, as approved by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Successful Bidder**" means each bidder who consummates the applicable Sale Transaction with the Debtors.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 12.01, 12.02, 12.03, or 12.04.

"**Transaction Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Transfer**" means to sell, resell, reallocate, use, issue, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit E**.

"**United States Trustee**" means the Office of the United States Trustee.

1.02. Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time in accordance with this Agreement; provided that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(f) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) the use of "include" or "including" is without limitation, whether stated or not;

(j) the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein; and

(k) the phrase "counsel to the Consenting Stakeholders" refers in this Agreement to each counsel specified in Section 15.10 other than counsel to the Company Parties.

Section 2. ***Effectiveness of this Agreement***. This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., prevailing Eastern Standard Time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;

(b) the holders of at least 78% of the aggregate outstanding principal amount of the 2028 Senior Secured Notes Claims shall have executed and delivered counterpart signature pages of this Agreement;

(c) counsel to the Company Parties shall have given notice to counsel to the Consenting Stakeholders in the manner set forth in Section 15.10 hereof (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2 have occurred;

(d) The Company Parties shall have paid all reasonable and documented fees and out of pocket expenses and all agreed and unpaid professional retainer amounts of counsel to the Consenting Stakeholders (including Sullivan & Cromwell LLP, Hogan Lovells US LLP and Wollmuth Maher & Deutsch LLP) and Consenting Stakeholder's financial advisor in accordance with their respective fee letters or engagement letters for which an invoice has been received by the Company Parties on or before the day that is one (1) Business Day prior to the Agreement Effective Date; and

(e) the Company Parties shall have terminated all agreements to reimburse or pay any fees or expenses of any other creditor of the Debtors (including any fees or expenses of any legal counsel or other advisor to such other creditors) in connection with any potential transaction involving the Debtors' capital structure or a sale of assets (the "**Non-Party Reimbursement Agreements**").

Section 3. ***Definitive Documents.***

3.01. The Definitive Documents governing the Transactions shall include this Agreement and all other agreements, instruments, pleadings, filings, notices, letters, affidavits, applications, orders (whether proposed or entered), forms, questionnaires or other documents (including all exhibits, schedules, supplements, appendices, annexes, instructions and attachments thereto) that are utilized to implement or effectuate, or that otherwise relate to, the Transactions (including all amendments, modifications, and supplements made thereto from time to time), including each of the following: (A) the Plan; (B) the Confirmation Order; (C) the Disclosure Statement; (D) the Disclosure Statement Order (if applicable) and the other Solicitation Materials; (E) the First Day Pleadings and all orders sought pursuant thereto; (F) the Plan Supplement; (G) the Cash Collateral Order(s); (H) any asset purchase agreement with respect to a Transaction or other document effectuating any Transaction; (I) the Bidding Procedures, Bidding Procedures Motion, and Bidding Procedures Order; (J) all material pleadings, including those that qualify as First Day Pleadings, filed by the Company Parties in connection with the Chapter 11 Cases and all orders sought pursuant thereto, but not including ministerial notices and similar ministerial documents, retention applications, fee applications, fee statements, any similar pleadings or motions relating to the retention or fees of any professional, or statements of financial affairs and schedules of assets and liabilities; (K) any and all filings with or requests for regulatory or other approvals from any governmental body; and (L) such other agreements, instruments, and documents as may be necessary or reasonably desirable to consummate and document the Transactions.

3.02. The Definitive Documents not executed or in a form attached to this Agreement or the Transaction Term Sheet as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter or instrument related to the Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 13. Further, the Definitive Documents not executed or in a form attached to this Agreement or the Transaction Term Sheet as of the Execution Date shall otherwise be in form and substance acceptable to the Company Parties and reasonably acceptable to the Required Consenting Stakeholders.

Section 4. ***Milestones.***

4.01. The Consenting Stakeholders' support for the Transactions shall be subject to the timely satisfaction of the milestones as set forth in the Transaction Term Sheet (the "**Milestones**"), which, except as otherwise provided therein, may be extended with the prior written consent (email shall suffice, including from respective counsel) of the Company Parties and the Consenting Stakeholders.

Section 5. ***Commitments of the Consenting Stakeholders***.

5.01. General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, subject to the terms and conditions hereof, each Consenting Stakeholder agrees, in respect of all of its Company Claims/Interests, to:

(i) support the Transactions and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Transactions;

(ii) use commercially reasonable efforts to cooperate with and assist the Company Parties in obtaining additional support for the Transactions from the Company Parties' other stakeholders;

(iii) use commercially reasonable efforts to oppose any party or person from taking any actions contemplated in Section 5.02(b);

(iv) give any notice, order, instruction, or direction to the applicable Agents necessary to give effect to the Transactions;

(v) subject to the consent rights provided hereunder, negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement to which it is required to be a party; and

(vi) cooperate in good faith with the Company Parties to negotiate a reasonable Budget and support the entry of the Cash Collateral Orders on a consensual basis.

(b) During the Agreement Effective Period, each Consenting Stakeholder agrees, subject to the terms and conditions hereof, in respect of all of its Company Claims/Interests, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Transactions;

(ii) propose, file, support, or vote for any Alternative Transaction Proposal;

(iii) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Transaction;

(iv) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Transactions contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(v) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any of Claims against or Interests in the Company Parties other than in accordance with this Agreement and Definitive Documents;

(vi) oppose or object to the retention of, and compensation with respect to, the Company Parties' professionals in the Chapter 11 Cases (including, but not limited to, the Debtors' legal advisors, financial advisor, and investment banker), to the extent that such compensation is in compliance with the Budget provisions set forth in the Cash Collateral Orders; or

(vii) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code.

5.02. Commitments with Respect to Chapter 11 Cases.

(a) During the Agreement Effective Period, each Consenting Stakeholder that is entitled to vote to accept or reject the Plan pursuant to its terms agrees (subject to the terms and conditions hereof) that it shall, subject to receipt by such Consenting Stakeholder, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(i) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election; and

(iii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (i) and (ii) above.

(b) During the Agreement Effective Period, each Consenting Stakeholder, in respect of each of its Company Claims/Interests, subject to the terms and conditions hereof, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement.

Section 6. ***Additional Provisions Regarding the Consenting Stakeholders' Commitments***. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee); (b) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection not inconsistent with this Agreement in connection with the Transaction or the Chapter 11 Cases; (c) prevent any Consenting Stakeholder from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; (d) limit the ability of a Consenting

Stakeholder to purchase, sell, or enter into any transaction regarding the Company Claims/Interests, subject to the terms hereof; (e) require any Consenting Stakeholder to (i) incur any expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to any Consenting Stakeholder or its Affiliates; or (ii) provide any information that it reasonably determines to be sensitive or confidential, in each case, other than as contemplated by the terms of this Agreement; (f) be construed to prohibit any Consenting Stakeholder from either itself or through any representatives or agents, soliciting, initiating, negotiating, facilitating, proposing, continuing, or responding to any proposal to purchase or sell Company Claims/Interests, so long as such Consenting Stakeholder complies with Section 9 hereof; or (g) prohibit any Consenting Stakeholder from taking any other action that is not inconsistent with this Agreement.

Section 7. ***Commitments of the Company Parties***.

7.01. Affirmative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, subject to the terms and conditions hereof, the Company Parties agree to:

(a) support and take all steps reasonably necessary and desirable to consummate the Transactions in accordance with this Agreement;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Transactions contemplated herein, take all steps reasonably necessary and desirable to address any such impediment;

(c) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Transactions;

(d) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Transactions as contemplated by this Agreement;

(e) use commercially reasonable efforts to seek additional support for the Transactions from their other material stakeholders to the extent reasonably prudent;

(f) provide counsel for the Consenting Stakeholders a reasonable opportunity to review draft copies of (1) all First Day Pleadings and, (2) all other substantive pleadings and proposed orders that the Company Parties intend to file with Bankruptcy Court, including all Definitive Documents;

(g) continue ordinary course practices to maintain good standing under the jurisdiction in which each Company Party and each of its subsidiaries is incorporated or organized and continue to operate the business in the ordinary course of business customary in the normal course of ordinary operations consistent with past practice taking into account the Chapter 11 Cases and Transactions;

(h) cooperate in good faith and coordinate with the Consenting Stakeholders to structure and implement the Transactions in a tax efficient manner and take all reasonable actions necessary or reasonably requested by the Consenting Stakeholders to facilitate the consummation of the Transactions;

(i) negotiate in good faith and use commercially reasonable efforts to execute and deliver any appropriate additional or alternative provisions or agreements to address any legal, financial, strategic or structural impediment that may arise that would prevent, hinder, impede, delay, or be reasonably necessary to effectuate the consummation of the Transactions;

(j) use commercially reasonable efforts to oppose any party or person taking or seeking to take any actions contemplated in Section 7.02 of this Agreement;

(k) pay in full and in cash all fees, costs, and expenses in accordance with Section 15.21 of this Agreement and the Cash Collateral Order(s);

(l) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order: (i) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code); (ii) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; or (iii) dismissing any of the Chapter 11 Cases;

(m) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order modifying or terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization intend to file with Bankruptcy Court, as applicable; and

(n) comply with the terms, conditions, and obligations of the Cash Collateral Order(s) once entered by the Bankruptcy Court.

7.02. Negative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Transactions;

(b) take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation and consummation of the Transactions described in, this Agreement or the Plan;

(c) modify the Plan, in whole or in part, in a manner that is not consistent with this Agreement in all material respects;

(d) file any motion, pleading, or Definitive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan;

(e) amend, alter, supplement, restate or otherwise modify and Definitive Document in a manner inconsistent with this Agreement;

(f) settle any material litigation without the consent of the Required Consenting Stakeholders;[2]

(g) without the prior written consent (email being sufficient) of the Required Consenting Stakeholders, (i) enter into, terminate, or otherwise modify any material operational contract, lease, or other arrangement other than in the ordinary course of business or (ii)(a) make any payment to any officer or employee of any Company Party out of the ordinary course of business, (b) agree to, or incur, any material increase in the compensation payable or to become payable to any officer or employee of any Company Party, or (c) materially increase the benefits of any such officer or employee (except for increases in the compensation of non-officer employees in the ordinary course of business and consistent with past practice); or

(h) pay any fees or amounts pursuant to any Non-Party Reimbursement Agreements.

Section 8. ***Additional Provisions Regarding Company Parties' Commitments***.

8.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 8.01 shall not be deemed to constitute a breach of this Agreement. The Company Parties shall provide written notice to the Consenting Stakeholders within one (1) Business Day of any determination made in accordance with this Section 8.01.

8.02. Notwithstanding anything to the contrary in this Agreement (but subject to Section 8.01), each Company Party and its respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider, respond to, and facilitate Alternative Transaction Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Transaction Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Transaction Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims against or Equity Interests in a Company Party (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Transactions or Alternative Transaction Proposals; provided that if any Company Party receives an Alternative Transaction Proposal, then such Company Party shall, on a professional eyes only basis (x) provide counsel to the Consenting Stakeholders a copy of any written offer or

[2] Material litigation shall consist of any settlement where the Company Parties are giving any value or consideration in excess of $250,000.

proposal (and notice and a description of any oral offer or proposal) for any Alternative Transaction Proposal within three (3) Business Days of the Company Parties' or their advisors' receipt of such offer or proposal, (y) provide such information to the foregoing advisors regarding any discussions relating to an Alternative Transaction Proposal (including copies of any materials provided to such parties hereunder) as necessary to keep counsel to the Consenting Stakeholders reasonably informed as to the status and substance of such discussions, and (z) respond promptly to reasonable information requests and questions from counsel to the Consenting Stakeholders relating to such Alternative Transaction Proposal.

8.03. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 9. ***Transfer of Interests and Securities***.

9.01. During the Agreement Effective Period, no Consenting Stakeholder shall Transfer (nor shall it permit any of its affiliates (as defined in the Securities Act) to Transfer) any ownership (including any beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Company Claims/Interests to any affiliated or unaffiliated Person, including any Person in which it may hold a direct or indirect beneficial interest, unless:

(a) in the case of any Company Claims/Interests, the authorized transferee is either (1) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (2) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, (3) an institutional accredited investor (as defined in the Rules), or (4) a Consenting Stakeholder; and

(b) either (i) the transferee executes and delivers to counsel to the Company Parties, and counsel to the Consenting Stakeholders at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Stakeholder and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest Transferred) to counsel to the Company Parties and counsel to the Consenting Stakeholders at or before the time of the proposed Transfer.

9.02. Upon compliance with the requirements of Section 9.01, the transferee shall be deemed a "Consenting Stakeholder" and a party under this Agreement and the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 9.01 shall be void *ab initio*.

9.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Company Claims/Interests; provided, however, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders) and (b) such Consenting Stakeholder must

provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties within five (5) Business Days of such acquisition.

9.04. This Section 9 shall not impose any obligation on any Company Party to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another party to this Agreement have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

9.05. Notwithstanding Section 9.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently Transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is a Person that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 9.01; and (iii) the Transfer otherwise is a permitted Transfer under Section 9.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee.

9.06. Notwithstanding anything to the contrary in this Section 9, the restrictions on Transfer set forth in this Section 9 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 10. ***Representations and Warranties of Consenting Stakeholders***. Each Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement and as of the Plan Effective Date:

(a) it is the beneficial or record owner of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Company Claims/Interests other than those reflected in, such Consenting Stakeholder's signature page to this Agreement, a Joinder or a Transfer Agreement, as applicable (as may be updated pursuant to Section 9);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Company Claims/Interests;

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, approve changes to, and transfer all of its Company Claims/Interests referable to it as contemplated by this Agreement subject to applicable Law;

(e) solely with respect to holders of Company Claims/Interests, (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), and (ii) any securities acquired by the Consenting Stakeholder in connection with the Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act;

Section 11. ***Mutual Representations, Warranties, and Covenants***. Each of the Parties represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement, a Joinder or Transfer Agreement on the Plan Effective Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other person or entity in order for it to effectuate the Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement.

Section 12. ***Termination Events***.

12.01. Consenting Stakeholder Termination Events. This Agreement may be terminated with respect to the Consenting Stakeholders, by the Required Consenting

Stakeholders, in each case, by the delivery to the Company Parties of a written notice in accordance with Section 15.10 hereof upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement that remains uncured for ten (10) Business Days after such terminating Consenting Stakeholders transmit a written notice in accordance with Section 15.10 hereof detailing any such breach;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Consenting Stakeholders transmit a written notice in accordance with Section 15.10 hereof detailing any such issuance; provided, that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(c) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Stakeholders, not to be unreasonably withheld), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement;

(d) the occurrence of an Event of Default under and as defined in the Cash Collateral Order(s) for which the Consenting Stakeholders have not provided a forbearance or that has not been cured (if susceptible to cure) or waived in accordance with the terms thereof; provided, that the right to terminate this Agreement under this Section 12.01(d) shall not be available to any Consenting Stakeholder if the occurrence of such Event of Default is caused by, or results from, the material breach by such Consenting Stakeholder of its covenants, agreements, or other obligations under the Cash Collateral Order(s);

(e) the commencement of an involuntary bankruptcy case against any Company Party under the Bankruptcy Code, if such involuntary case is not dismissed within forty-five (45) calendar days after the filing thereof, or if a court order grants the relief sought in such involuntary case;

(f) any of the Milestones (as may have been extended in accordance with the terms hereof) is not achieved, except where such Milestone has been waived or extended in accordance with the terms hereof; *provided*, that the right to terminate this Agreement under this Section 12.01(f) shall not be available to any Consenting Stakeholder if the failure of such Milestone to be achieved is caused by, or results from, the material breach by such Consenting Stakeholder of its covenants, agreements, or other obligations under this Agreement;

(g) the Company Parties' exclusive right to file a plan or plans of reorganization or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code, including all extensions thereof, expires or is terminated by order of the Bankruptcy Court or otherwise;

(h) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable;

(i) the rejection of this Agreement, or the filing of a motion by a Company Party seeking such relief;

(j) any Definitive Document or any document or agreement necessary to consummate the Transactions is not consistent with the approval or consent rights hereunder (and the Company Parties do not revise such Definitive Document, document or agreement as reasonably requested by the Required Consenting Stakeholders) or the Company withdraws the Plan without the consent of the Required Consenting Stakeholders;

(k) any Company Party files, amends, or modifies a pleading seeking approval of, any Definitive Document or authority to amend or modify any Definitive Document, in a manner that is materially inconsistent with, or constitutes a material breach of, this Agreement without the prior written consent of the Required Consenting Stakeholders and such motion or pleading has not been withdrawn within five (5) Business Days of such filing;

(l) any Company Party (i) makes a public announcement that it is proceeding with an Alternative Transaction Proposal without the consent of the Required Consenting Stakeholders, (ii) files a motion with the Bankruptcy Court seeking the approval of an Alternative Transaction Proposal or supports (or fails to timely object to) another party in filing or seeking approval of an Alternative Transaction Proposal without the consent of the Required Consenting Stakeholders, (iii) agrees to pursue (including, for the avoidance of doubt, as may be evidenced by an executed term sheet, an executed letter of intent or similar binding documentation) an Alternative Transaction Proposal without the consent of the Required Consenting Stakeholders, or (iv) notifies the Consenting Stakeholders pursuant to Section 8 hereof of its determination to take any action or to refrain from taking any action with respect to the Transactions to the extent taking or failing to take such action would be materially inconsistent with this Agreement;

(m) any Company Party files a motion, application, or adversary proceeding (or a Company Party supports any such motion, application, or adversary proceeding filed or commenced by any third party other than the Consenting Stakeholders) challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the 2028 Senior Secured Notes or asserting any other cause of action against the Consenting Stakeholders, as applicable, or with respect to or relating to such 2028 Senior Secured Notes, or the prepetition liens securing any of the 2028 Senior Secured Notes, other than an order approving the transactions as contemplated by this Agreement or the Plan, as applicable;

(n) the Bankruptcy Court enters any order authorizing the use of cash collateral or postpetition financing that is not in a form and substance acceptable to the Required Consenting Stakeholders;

(o) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for fourteen (14) days after entry of such order;

(p) (1) any of the Confirmation Order, order(s) approving the Disclosure Statement or Solicitation Materials, or any other material order entered by the Bankruptcy Court is reversed,

stayed, dismissed, vacated, reconsidered, modified or amended without the consent of the Required Consenting Stakeholders, or (2) a motion for reconsideration, reargument, or rehearing with respect to any such order has been filed and the Company Parties have failed to timely object to such motion; or

(q) the Bankruptcy Court enters an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of any Company Party or that would materially and adversely affect any Company Party's ability to operate their businesses in the ordinary course.

12.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 15.10 hereof upon the occurrence of any of the following events:

(a) the breach in any material respect by one or more of the Consenting Stakeholders of any provision set forth in this Agreement that remains uncured for a period of fifteen (15) Business Days after the receipt by the Consenting Stakeholders of notice of such breach provided, however, that the Company Parties may elect to terminate this Agreement solely with respect to the breaching Consenting Stakeholders so long as the non-breaching Consenting Stakeholders continue to hold or control at least 66 2/3% of the aggregate outstanding principal amount of the 2028 Senior Secured Notes Claims;

(b) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Transaction Proposal;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Company Party transmits a written notice in accordance with Section 15.10 hereof detailing any such issuance; provided, that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(d) the Bankruptcy Court enters an order denying confirmation of the Plan.

12.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Stakeholders; and (b) each Company Party.

12.04. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately after the Plan Effective Date.

12.05. Effect of Termination. Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it

not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or causes of action. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Transactions and this Agreement or otherwise; provided, however, any Consenting Stakeholder withdrawing or changing its vote pursuant to this Section 12.05 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 12.05 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Section 12.02(b) or Section 12.02(d). Nothing in this Section 12.05 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 12.02(b).

Section 13. ***Amendments and Waivers***.

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 13.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (a) each Company Party and (b) the Required Consenting Stakeholders, solely with respect to any modification, amendment, waiver or supplement that materially and adversely affects the rights of such Parties and unless otherwise specified in this Agreement; provided, however, that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on any of the Company Claims/Interests held by a Consenting Stakeholder, then the consent of each such affected Consenting Stakeholder shall also be required to effectuate such modification, amendment, waiver or supplement.

(c) Any proposed modification, amendment, waiver or supplement that does not comply with this Section 13 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 14. [Reserved]

Section 15. ***Miscellaneous***

15.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

15.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

15.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Transactions, as applicable.

15.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

15.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the

Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

15.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

15.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

15.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

15.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

Invitae Corporation
1400 16th Street
San Francisco, CA 94103
Attention: Tom Brida, General Counsel
E-mail address: tom.brida@invitae.com

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Nicole L. Greenblatt, Francis Petrie, and Nikki Gavey

E-mail address: nicole.greenblatt@kirkland.com;
francis.petrie@kirkland.com; nikki.gavey@kirkland.com

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Spencer A. Winters
E-mail address: spencer.winters@kirkland.com

(b) if to any of the Consenting Stakeholders, to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004-2498
Attention: Ari Blaut, Benjamin S. Beller
E-mail address: blauta@sullcrom.com; bellerb@sullcrom.com

Any notice given by delivery, mail, or courier shall be effective when received.

15.11. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

15.12. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

15.13. Waiver. If the Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

15.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

15.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

15.16. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

15.17. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

15.18. Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

15.19. Survival. Notwithstanding (i) any Transfer of any Company Claims/Interests in accordance with this Agreement or (ii) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 15 and the Confidentiality Agreements shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof.

15.20. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 13, or otherwise, including a written approval by the Company Parties or the Required Consenting Stakeholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

15.21. Fees. The Debtors shall pay in full in cash all reasonable and documented fees and expenses when due of the Consenting Stakeholders (regardless of whether such fees and expenses are incurred before or after the Petition Date), including the reasonable and documented fees and expenses of (a) Sullivan & Cromwell LLP, as legal counsel, (b) Hogan Lovells US LLP, as legal counsel, (c) Wollmuth Maher & Deutsch LLP, as legal counsel (d) Perella Weinberg Partners LP, as investment banker, (e) the primary lawyer, local counsel or any other legal counsel to the Agent under the 2028 Senior Secured Notes Indenture, necessary to exercise Agent's rights and obligations thereunder, and (f) any conflict counsel or other professionals necessary or advisable to represent the interests of the Required Consenting Stakeholders in connection with the Chapter 11 Cases (in the case of the foregoing (a)-(f) solely as and to the extent provided for in such advisors' engagement letters (which agreements shall not be terminated by the Debtors before the termination of this Agreement)), and any such other

advisors or consultants as may be reasonably retained on behalf of the Consenting Stakeholders with the consent of the Debtors (not to be unreasonably withheld, delayed or conditioned) and, in each case, seek to pay such fees and expenses in connection with the Cash Collateral Order(s) and the Confirmation Order.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

EXHIBIT A

Company Parties

INVITAE CORPORATION
ARCHERDX CLINICAL SERVICES, INC.
ARCHERDX, LLC
CAPE TOWN HEALTH, LLC
GENELEX INDIA PRIVATE LIMITED
GENETIC SOLUTIONS LLC
GENOSITY, LLC
INVITAE AUSTRALIA PTY LTD
INVITAE CANADA INC.
INVITAE ISRAEL INC. LTD.
INVITAE LATVIA SIA
INVITAE NETHERLANDS B.V.
INVITAE (SINGAPORE) PTE. LTD.
OMMDOM INC.
ORBICULA BBVA
PGX HOLDING COMPANY, LLC

EXHIBIT B

Transaction Term Sheet

Execution Version

Invitae Corporation

TRANSACTION TERM SHEET

February 13, 2024

THIS TERM SHEET (THE "**TRANSACTION TERM SHEET**") CONTAINS CERTAIN MATERIAL TERMS AND CONDITIONS OF THE PROPOSED RESTRUCTURING (THE "**RESTRUCTURING**," AND THE TRANSACTIONS CONTEMPLATED THEREUNDER, THE "**TRANSACTIONS**") OF INVITAE CORPORATION ("**INVITAE**", AND TOGETHER WITH ITS DIRECT AND INDIRECT SUBSIDIARIES, THE "**COMPANY**"). THE REGULATORY, CORPORATE, TAX, ACCOUNTING, AND OTHER LEGAL AND FINANCIAL MATTERS RELATED TO THE RESTRUCTURING ARE BEING EVALUATED AND ANY SUCH EVALUATION MAY AFFECT THE TERMS AND STRUCTURE OF ANY RESTRUCTURING. THIS TRANSACTION TERM SHEET DOES NOT ADDRESS ALL TERMS, CONDITIONS, OR OTHER PROVISIONS THAT WOULD BE REQUIRED IN CONNECTION WITH THE RESTRUCTURING OR THAT WILL BE SET FORTH IN THE DEFINITIVE DOCUMENTS, WHICH ARE SUBJECT TO AGREEMENT IN ACCORDANCE WITH THE TRANSACTION SUPPORT AGREEMENT TO WHICH THIS TRANSACTION TERM SHEET IS ATTACHED (THE "**TRANSACTION SUPPORT AGREEMENT**").[1]

THIS TRANSACTION TERM SHEET IS NOT (NOR SHALL BE CONSTRUED AS) AN OFFER, ACCEPTANCE, OR SOLICITATION WITH RESPECT TO ANY SECURITIES, LOANS, OR OTHER INSTRUMENTS OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER, ACCEPTANCE, OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE LAW, INCLUDING SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

NOTHING CONTAINED IN THIS TRANSACTION TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED IN THE TRANSACTION SUPPORT AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES TO THE TRANSACTION SUPPORT AGREEMENT.

THIS TRANSACTION TERM SHEET IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO. ACCORDINGLY, THIS TRANSACTION TERM SHEET IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

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[1] Capitalized terms used but not immediately defined herein have the meaning given to them in the Transaction Support Agreement.

OVERVIEW OF TRANSACTIONS	
Company Parties	A list of the Company Parties is attached to the Transaction Support Agreement as Exhibit A.
Debtors	A list of Debtors is attached to the Transaction Support Agreement as Exhibit C.
Venue	United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**").
Implementation	The Transaction Support Agreement contemplates that the Transactions will be consummated pursuant to the Definitive Documents through the Sale Transaction (as defined below) and effectuation of a chapter 11 plan (the "**Plan**"), which shall be consistent in all respects with the terms of this Transaction Term Sheet and otherwise reasonably acceptable to the Required Consenting Stakeholders, through voluntary cases to be commenced by the Debtors under the Bankruptcy Code in the Bankruptcy Court. The Transactions will be effectuated through a sale of all or some of the Debtors' assets and/or equity on terms and conditions reasonably acceptable to the Required Consenting Stakeholders (the "**Sale Transaction**"), as more fully described below. Following entry into the Transaction Support Agreement, the Company shall continue its pre-petition sale and marketing process (the "**Sale Process**") to solicit bids for the Sale Transaction in accordance with the Milestones, Bidding Procedures, and other terms set forth in the Transaction Support Agreement and the Transaction Term Sheet. The Sale Process shall be conducted in a form and manner reasonably acceptable to the Required Consenting Stakeholders. The Sale Transaction and the Plan solicitation process shall generally be conducted in accordance with the procedures and timeline set forth herein and in the Bidding Procedures, which shall be in form and substance reasonably acceptable to the Required Consenting Stakeholders. The Bidding Procedures and all other applicable documents shall provide that the 2028 Senior Secured Noteholders shall have the right to, and may in their sole and absolute discretion, credit bid all or any 2028 Senior Secured Notes Claims in connection with the Sale Transaction. The Debtors and the Required Consenting Stakeholders shall negotiate in good faith with respect to an amount of cash to remain in the Debtors' estates and a wind-down budget for purposes of an orderly wind down process of the Debtors' estates following the

	consummation of the Sale Transaction (the "**Wind-Down Budget**"), which shall be reasonably acceptable to the Debtors and the Required Consenting Stakeholders.
Current Capital Structure	The current Equity Interests and equity-like classes of the Company (including all preferred securities, common interests, warrants, options, phantom or other equity and equity-like securities or interests) includes Common Stock, $0.0001 par value per share, historically listed on the New York Stock Exchange under the ticker "NVTA" (the "**Common Stock**"). The current indebtedness of the Company includes: i. the senior secured convertible notes issued pursuant to that certain indenture, dated March 7, 2023, as amended, restated, modified, or supplemented from time to time with the terms thereof (the "**2028 Senior Secured Notes Indenture**") by and among the Company as issuer, the subsidiaries of the Company party thereto as Guarantors (as defined therein), Deerfield L.P. and certain of its affiliates, among others, as holders (the "**2028 Senior Secured Noteholders**"), and U.S. Bank Trust Company, National Association as Trustee and Agent (in such capacity, the "**2028 Senior Secured Notes Agent**"). As of the date hereof, approximately $305.3 million in unpaid aggregate principal amount is outstanding under the 2028 Senior Secured Notes Indenture, plus accrued but unpaid interest, fees, premiums, and all other obligations, amounts, and expenses arising under or in connection with the 2028 Senior Secured Notes Indenture (such amounts, the "**2028 Senior Secured Notes Claims**"); ii. the unsecured convertible notes issued pursuant to that certain indenture, dated September 10, 2019, as amended, restated, modified, or supplemented from time to time with the terms thereof (the "**2024 Convertible Notes Indenture**") by and among the Company as issuer, the holders thereto (the "**2024 Convertible Noteholders**"), and U.S. Bank Trust Company, National Association as Trustee and Agent (in such capacity, the "**2024 Convertible Notes Agent**"). As of the date hereof, approximately $27.1 million in aggregate principal amount is outstanding under the 2024 Convertible Notes Indenture, plus accrued but unpaid interest, fees, premiums, and all other obligations, amounts, and expenses arising under or in connection with the 2024 Convertible Notes Indenture (such amounts, the "**2024 Convertible Notes Claims**") and iii. the unsecured convertible notes issued pursuant to that certain indenture, dated April 8, 2021 as amended, restated, modified, or supplemented from time to time with the terms thereof (the "**2028 Convertible Notes Indenture**") by and among

	the Company as issuer, the holders thereto (the "**2028 Convertible Noteholders**"), and U.S. Bank Trust Company, National Association as Trustee and Agent (in such capacity, the "**2028 Convertible Notes Agent**"). As of the date hereof, approximately $1.15 billion in aggregate principal amount is outstanding under the 2028 Convertible Notes Indenture, plus accrued but unpaid interest, fees, premiums, and all other obligations, amounts, and expenses arising under or in connection with the 2028 Convertible Notes Indenture (such amounts, the "**2028 Convertible Notes Claims**").
Case Financing	The Chapter 11 Cases will be financed by existing cash and use of cash collateral on terms and conditions set forth in the Cash Collateral Order, which shall be in form and substance acceptable to the Required Consenting Stakeholders.
TREATMENT OF CLAIMS AND INTERESTS	
On the Plan Effective Date[2], or as soon as is reasonably practicable thereafter, each holder of an Allowed[3] Claim or Interest, as applicable, shall receive under the Plan the treatment described in this Transaction Term Sheet in full and final satisfaction, settlement, release, and discharge of and in exchange for such holder's Allowed Claim or Interest.	
Unclassified Non-Voting Claims	
Administrative Claims	Except to the extent that a Holder of an Allowed Administrative Claim agrees to a less favorable treatment, on the Plan Effective Date, each holder of an Allowed Administrative Claim[4] shall be paid in full in cash on the Plan Effective Date, or in the ordinary course of business as and when due, or otherwise receive treatment consistent with the provisions of section 1129(a) of the Bankruptcy Code reasonably acceptable to the Required Consenting Stakeholders.

[2] "Plan Effective Date" means the date, selected by the Debtors, after consultation with the Required Consenting Stakeholders, that is the first Business Day on which (a) all Conditions Precedent to the Plan Effective Date have been satisfied or waived in accordance with the Plan and (b) no stay of the Confirmation Order is in effect.

[3] For purposes of this Transaction Term Sheet, "Allowed" means, with respect to any Claim or Interest, any Claim or Interest (or portion thereof) against any Debtors that: (a) is deemed allowed under the Bankruptcy Code; (b) is allowed, compromised, settled, or otherwise resolved pursuant to the terms of the Plan, in any stipulation that is approved by a Final Order of the Bankruptcy Court, or pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection therewith; or (c) has been allowed by a Final Order of the Bankruptcy Court.

[4] For purposes of this Transaction Term Sheet, "Administrative Claim" shall mean a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Plan Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Professional Claims (as defined in the Plan); and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

Priority Tax Claims	Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, on the Plan Effective Date, each holder of an Allowed Priority Tax Claim[5] shall receive treatment in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code reasonably acceptable to the Required Consenting Stakeholders.	
Classified Claims and Interests of the Debtors		
Class 1 – Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, on the Plan Effective Date, each holder of an Allowed Other Secured Claim[6] shall receive, at the Debtors' option with the consent of the Required Consenting Stakeholders (not to be unreasonably withheld, conditioned or delayed): (i) payment in full in cash in an amount equal to its Allowed Other Secured Claim, (ii) the collateral securing its Allowed Other Secured Claim, or (iii) such other treatment rendering its Allowed Other Secured Claim Unimpaired[7] in accordance with section 1124 of the Bankruptcy Code.	Unimpaired / Deemed to Accept
Class 2 – Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, each holder of an Allowed Other Priority Claim[8] shall be paid in full in cash on the Plan Effective Date, or otherwise receive treatment consistent with the provisions of section 1129(a) of the Bankruptcy Code reasonably acceptable to the Required Consenting Stakeholders.	Unimpaired / Deemed to Accept
Class 3 – 2028 Senior Secured Notes Claims	Except to the extent that a Holder of an Allowed 2028 Senior Secured Notes Claim agrees to a	Impaired / Entitled to Vote

[5] For purposes of this Transaction Term Sheet, "Priority Tax Claim" shall mean any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

[6] For purposes of this Transaction Term Sheet, "Other Secured Claim" shall mean any Secured Claim that is not a 2028 Senior Secured Notes Claim.

[7] For purposes of this Transaction Term Sheet, "Unimpaired" shall mean means with respect to a class of Claims or Interests, a class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

[8] For purposes of this Transaction Term Sheet, "Other Priority Claim" shall mean any Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

	less favorable treatment, each holder of an Allowed 2028 Senior Secured Notes Claim (which shall include interest, fees and all other amounts due and owing under the 2028 Senior Secured Notes Indenture) shall receive on the Plan Effective Date its pro rata share of Distributable Value[9] following payment in full of Classes 1, 2, 4 and 5 Claims.	
Class 4 – Convenience Class Claims	Each holder of an Allowed General Unsecured[10] Claims in an amount less than $250,000 and each Holder who elects to reduce their Allowed General Unsecured Claim to $250,000 (each, a "**Convenience Class Claim**") shall be paid in full in cash on the Plan Effective Date or as soon as reasonably practicable thereafter, *provided*, that to the extent that a Holder of a Convenience Claim against a Debtor holds any joint and several liability claims, guaranty claims, or other similar claims against any other Debtor arising from or relating to the same obligations or liability as such Convenience Claim, such Holder shall only be entitled to a distribution on one Convenience Claim against the Debtors in full and final satisfaction of all such Claims.	Unimpaired / Deemed to Accept
Class 5 – Subsidiary Unsecured Claims	Except to the extent that a Holder of an Allowed Subsidiary Unsecured Claim[11] agrees to a less favorable treatment, each holder of a Subsidiary Unsecured Claim shall be paid in full in cash on the Plan Effective Date, or otherwise receive treatment consistent with the provisions of section 1129(a) of the Bankruptcy Code.	Unimpaired / Deemed to Accept

[9] "**Distributable Value**" shall mean all proceeds from the Sale Transaction and all other cash on hand and other assets of the Debtors on the Plan Effective Date (or such applicable later date) after taking into account the Wind-Down Budget.

[10] For purposes of this Transaction Term Sheet, "General Unsecured Claim" shall mean any prepetition Claim other than an Other Secured Claim, Other Priority Claim, 2028 Senior Secured Notes Claim, and Convenience Class Claim or that is otherwise secured by collateral, subordinated, or entitled to priority under the Bankruptcy Code against any Debtor.

[11] For purposes of this Transaction Term Sheet, "Subsidiary Unsecured Claim" shall mean any prepetition Claim against any Debtor other than Invitae Corp. other than an Other Secured Claim, Other Priority Claim, 2028 Senior Secured Notes Claim, and Convenience Class Claim or that is otherwise secured by collateral, subordinated, or entitled to priority under the Bankruptcy Code.

Class 6 – Parent Unsecured Claims	Except to the extent that a Holder of an Allowed Parent Unsecured Claim[12] agrees to a less favorable treatment, each holder of a Parent Unsecured Claim shall receive on the Plan Effective Date its *pro rata* share of any residual Distributable Value available for creditors of Invitae following payment in full of Classes 1, 2, 3, 4 and 5 Claims, or such other treatment as agreed by such holder (subject to the consent (not to be unreasonably withheld, delayed or conditioned) of the Required Consenting Stakeholders).	Impaired / Entitled to Vote
Class 7 – Intercompany Claims	On the Plan Effective Date, Intercompany Claims[13] shall be reinstated, set off, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Debtors (with the consent (not to be unreasonably withheld, delayed or conditioned) of the Required Consenting Stakeholders), without any distribution.	Impaired / Deemed to Reject or Unimpaired / Deemed to Accept
Class 8 – Intercompany Interests	On the Plan Effective Date, Intercompany Interests[14] shall be reinstated set off, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Debtors (with the consent (not to be unreasonably withheld, delayed or conditioned) of the Required Consenting Stakeholders), without any distribution.	Impaired / Deemed to Reject or Unimpaired / Deemed to Accept
Class 9 – Section 510(b) Claims	On the Plan Effective Date, any Claims arising under section 510(b) of the Bankruptcy Code shall be discharged without any distribution.	Impaired / Deemed to Reject
Class 10 – Equity Interests	On the Plan Effective Date, all Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or	Impaired / Deemed to Reject

[12] For purposes of this Transaction Term Sheet, "Parent Unsecured Claim" shall mean any prepetition Claim against Invitae Corp. other than an Other Secured Claim, Other Priority Claim, 2028 Senior Secured Notes Claim, and Convenience Class Claim or that is otherwise secured by collateral, subordinated, or entitled to priority under the Bankruptcy Code.

[13] For purposes of this Transaction Term Sheet, "Intercompany Claim" shall mean any Claim against a Debtor held by another Company Entity.

[14] For purposes of this Transaction Term Sheet, "Intercompany Interest" shall mean any Interest in a Company Entity held by another Company Entity.

	effect. Each holder of an Equity Interest shall receive no recovery or distribution on account of such Equity Interest.	
OTHER KEY TERMS		
Tax Structure	The Restructuring will be effectuated and structured in a tax-efficient manner acceptable to the Company and the Required Consenting Stakeholders.	
Disputed Claims	The Debtors shall consult and cooperate in good faith with the Consenting Stakeholders and their advisors with respect to the treatment and resolution of any material disputed claims asserted against the Debtors, which treatment and resolution shall be subject to the consent of the Required Consenting Stakeholders.	
Wind-Down Debtors	Following the Plan Effective Date, the Debtors shall wind-down the Debtors' estates, reconcile disputed Claims and Interests, and distribute any remaining assets of the Estates in accordance with the terms of the Plan. On and after the Plan Effective Date, the Debtors that continue in existence after the Plan Effective Date (the "**Wind-Down Debtors**") may, in the name of the Debtors or Wind-Down Debtors, take any and all appropriate actions consistent with the Plan without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than any restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Wind-Down Debtors may pay all reasonable fees, costs, and expenses of the Wind-Down Debtors without further notice to Creditors or Holders of Interests or approval of the Bankruptcy Court up to the amounts set forth in the Wind-Down Budget. All fees and expenses incurred by the professionals retained by the Wind-Down Debtors following the Plan Effective Date shall be paid by the Wind-Down Debtors up to the amounts set forth in the Wind-Down Budget. In the event there are unused funds remaining in the Wind-Down Budget upon the winding down of the Debtors or remaining in any reserves funded pursuant to the Plan following satisfaction of all claims on account of which such reserves were established, such funds shall be made available for distribution pursuant to the Plan.	
Discharge, Release, Injunction, and Exculpation	The Plan shall include customary release, exculpation, and injunction provisions for the benefit of the Debtors, the 2028 Senior Secured Notes Agent, and the 2028 Senior Secured Noteholders and each of their respective related parties, which	

	provisions shall be substantially in the form attached hereto as **Annex 1**.
Milestones	The Company shall comply with the following Milestones (each of which may be extended by the parties in writing (email by counsel being sufficient)) and shall be deemed automatically extended to the extent the extension is a result of Bankruptcy Court scheduling issues or a Bankruptcy Court Order setting such date (after the Company's good-faith efforts to comply with the milestones set forth herein): a) No later than February 10, 2024, the Debtors shall have shared with the Consenting Stakeholders a summary of all indicative proposals received (whether for all or a subset of the Debtors' assets) from any third parties; b) no later than February 14, 2024, the Debtors shall have commenced the Chapter 11 Cases in the Bankruptcy Court (the "**Petition Date**"); c) no later than one (1) day after the Petition Date, the Debtors shall file (i) a motion seeking approval of the Cash Collateral Orders; (ii) a motion seeking approval of the Bidding Procedures; and (iii) a motion to establish a Bar Date no later than sixty-two (62) days after the Petition Date; d) no later than three (3) days after the Petition Date, the Bankruptcy Court shall have entered the Interim Cash Collateral Order; e) no later than seven (7) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order; f) no later than thirty (30) days after the Petition Date, the Bankruptcy Court shall have entered a: (i) Final Cash Collateral Order; and (ii) an order establishing the Bar Date not later than sixty-two (62) days after the Petition Date; g) no later than sixty-two (62) days after the Petition Date, the Bar Date shall have occurred; h) no later than fifteen (15) days after the Bar Date, the Debtors shall deliver to the Consenting Stakeholders, in form and substance acceptable to the Required Consenting Stakeholders a substantially complete analysis of the Claims comprising Class 4 and Class 5, including the quantum, nature and contemplated resolution of such Claims in the Chapter 11 Cases;

	i) no later than sixty-six (66) days after the Petition Date, the Auction (if any) shall have commenced; j) no later than fifteen (15) days after the conclusion of the Auction, the Bankruptcy Court shall have entered an order approving the proposed sale (the "**Sale Order**"); k) no later than twenty-five (25) days after the entry of the Sale Order, subject to Bankruptcy Court availability, a hearing to approve the Disclosure Statement on a conditional basis shall have occurred; l) no later than forty-one (41) days after the Disclosure Statement is approved on a conditional basis, subject to Bankruptcy Court availability, a joint hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan shall have occurred; and m) no later than one hundred fifty-nine (159) days after the Petition Date, the closing of the Sale Transaction and the Plan Effective Date shall have occurred; *provided* that, if necessary regulatory approvals associated with the Sale Transaction and the effectuation of the Plan remain pending as of such date, this date shall automatically be extended to the date that is the third Business Day following receipt of all necessary regulatory approvals; *provided further* that the Debtors shall use commercially reasonable efforts, in consultation with the Consenting Stakeholders, to have the closing of the Sale Transaction occur as soon as possible under the circumstances following the entry of the Sale Order and to have the Plan Effective Date occur as soon as possible under the circumstances following the entry of the Confirmation Order.
Conditions Precedent to the Plan Effective Date	The occurrence of the Plan Effective Date shall be subject to the following additional conditions precedent unless otherwise agreed by the Debtors and the Consenting Stakeholders: • the Transaction Support Agreement shall not have been terminated and shall remain in full force and effect; • the Bankruptcy Court shall have entered the Cash Collateral Orders, which shall be in full force and effect; • the Definitive Documents shall (i) be consistent with the Transaction Support Agreement and otherwise approved by the applicable parties thereto consistent with their respective consent and approval rights set forth therein and (ii) have been executed or deemed executed and delivered by each party

	thereto, and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties; • the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall not have been reversed, stayed, modified or vacated on appeal; • the Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall not have been reversed, stayed, modified or vacated on appeal; • all actions, documents, and agreements necessary to implement and consummate the Plan as mutually agreed to by the Debtors and the Required Consenting Stakeholders shall have been effected and executed; • payment of all invoiced professional fees and other amounts required to be paid pursuant to the Transaction Support Agreement, in any Definitive Document, or in any order of the Bankruptcy Court related thereto, including the reasonable and documented fees and out of pocket expenses of counsel to the Consenting Stakeholders and 2028 Senior Secured Notes Agent; and • any and all requisite governmental, regulatory, and third-party approvals and consents shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired or terminated without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on the Transactions, or the financial benefits of such Transactions to the Required Consenting Stakeholders.
Other Customary Plan Provisions	The Plan will provide for other standard and customary provisions, including in respect of the cancellation of existing Company Claims/Interests, the vesting of assets, release of liens, the compromise and settlement of claims, the retention of jurisdiction by the Bankruptcy Court, and the resolution of disputed claims.
Definitive Documents	This Transaction Term Sheet does not include a description of all of the terms, conditions, and other provisions that will be contained in the Definitive Documents, which shall be in form and substance subject to the consent rights set forth herein and in the Transaction Support Agreement.

Amendments	This Transaction Term Sheet may be amended only as expressly allowed herein or otherwise permitted by the Transaction Support Agreement.

Annex 1

Releases, Exculpation, and Injunction

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS	
Discharge of Claims and Termination of Interests	Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Plan Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Plan Effective Date by the Wind-Down Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Plan Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Plan Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Plan Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Plan Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Plan Effective Date occurring.
Related Party	Collectively, current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, representatives advisors, predecessors, successors, and assigns, each solely in their capacity as such (including any attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), and the respective heirs, executors, estates, servants and nominees of the foregoing.
Released Parties	Collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Wind-Down Debtor; (c) the Consenting Stakeholders; (d) the 2028 Senior Secured Notes Agent; (e) the Plan Administrator; (f) each Company Party; (g) any Successful Bidder; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (i); and (i) each Related Party of each Entity in clauses (a) through this clause (i); *provided, however*, that each Entity that timely and property opts out of the releases contemplated herein shall not be a Released Party.

Releasing Parties	Collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Wind-Down Debtor; (c) the Consenting Stakeholders; (d) the 2028 Senior Secured Notes Agent; (e) the Plan Administrator; (f) each Company Party; (g) any Successful Bidder; (h) all Holders of Claims; (j) all holders of Interests; (k) each current and former Affiliate of each Entity in clause (a) through the following clause (k); and (k) each Related Party of each Entity in clauses (a) through this clause (k); *provided, however*, that each Entity that timely and properly opts out of the releases contemplated herein shall not be a Releasing Party; *provided, further, however*, that any Holder of Interests who acquired such Interests after the Voting Record Date (as such term is defined in the Disclosure Statement Order) and did not receive an opt out election form shall not be a Releasing Party.
Releases by the Debtors	Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Plan Effective Date, each Released Party is deemed, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged by the Debtors, the Wind-Down Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates (as applicable), that the Debtors, the Wind-Down Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that any Holder of any Claim against or Interest in a Debtor or other Entity could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof or otherwise), the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Transaction Support Agreement, the Disclosure Statement, the Plan, the Sale Transaction, or any Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Transaction Support Agreement, the Disclosure Statement, the Sale Transaction, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Plan Effective Date obligations of any party or Entity under the Plan, any Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement.
Releases by Holders of Claims and Interests of the Debtors	Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Plan Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each Debtor, Wind-Down Debtor, and Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates (as applicable), that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation

	thereof or otherwise), the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Transaction Support Agreement, the Disclosure Statement, the Plan, the Sale Transaction or any Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Transaction Support Agreement, the Disclosure Statement, the Sale Transaction, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Plan Effective Date obligations of any party or Entity under the Plan, any Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement.
Exculpation	Except as otherwise expressly provided in the Plan or the Confirmation Order, to the fullest extent permitted by applicable law, no Related Party shall have or incur, and each Related Party is released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Sale Transaction, or any Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement, the Sale Transaction, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Related Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.
Injunctions	Except as otherwise specifically provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Related Parties, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or

	interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

EXHIBIT C

Debtors

INVITAE CORPORATION
ARCHERDX CLINICAL SERVICES, INC.
ARCHERDX, LLC
GENETIC SOLUTIONS LLC
GENOSITY, LLC
OMMDOM INC.

Exhibit D

Form of Joinder Agreement

Joinder Agreement to Restructuring Support Agreement

The undersigned hereby acknowledges that it has reviewed and understands the Transaction Support Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "***Agreement***") dated as of February 13, 2024, by and among Invitae Corporation and each of its Affiliates that executes the Agreement (collectively, the "***Company Parties***"), and certain holders of 2028 Senior Secured Notes Claims, and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Stakeholder" under the terms of the Agreement.[1]

The undersigned hereby makes the applicable representations and warranties set forth in Section 10 and Section 11 of the Agreement to each other Party, effective as of the date hereof.

This joinder agreement shall be governed by the governing law set forth in the Agreement.

Date: _____, 2024

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

EXHIBIT E

Provision for Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Transaction Support Agreement, dated as of February 13, 2024 (the "**Agreement**"),[1] by and among Invitae Corporation and its affiliates and subsidiaries bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Stakeholder" under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

_____
Name:
Title:
Address:
E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
2028 Senior Secured Notes	

[1] Capitalized terms used but not otherwise defined herein shall having the meaning ascribed to such terms in the Agreement.