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

In re:	§	
	§	Chapter 11
	§	
INVITAE CORPORATION, et al.,	§	Case No. 24-11362 (MBK)
	§	
Debtors¹	§	(Jointly Administered)
	§	

**MASSMUTUAL ASSET FINANCE’S LIMITED OBJECTION AND RESERVATION OF RIGHTS WITH RESPECT TO FINAL APPROVAL OF DEBTORS’ CASH
COLLATERAL MOTION
(Related to Docket Nos. 18)**

MassMutual Asset Finance LLC (“MMAF”), as prepetition secured lender under that certain *Master Lease Agreement No. WCT3052021* and Equipment Schedule 1 thereto (as amended, restated, supplemented, or otherwise modified from time to time, the “**Financing Agreement**”) between MMAF, as assignee, and Debtor, Invitae Corporation, by and through its

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



undersigned counsel, hereby submits this *Limited Objection and Reservation of Rights* (the “**Limited Objection and RoR**”) to the final approval of *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 9014 of the Federal Rules of Bankruptcy Procedure: (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [ECF No. 18] (the “**Motion**”).

In support hereof, MMAF respectfully states as follows:

I. Preliminary Statement

1. MMAF recognizes that the Debtors have a legitimate need for capital to fund their ongoing business operations during the pendency of these chapter 11 cases and therefore does not object generally to the Debtors’ decision to seek authority to utilize cash collateral. MMAF files this Reservation of Rights on a limited basis to ensure that the Motion does not affect MMAF’s rights as a prepetition secured creditor.

2. While MMAF does not, at this time, affirmatively seek adequate protection in the form of cash payments, it notes the potential need for adequate protection and further reserves the right to affirmatively seek relief via subsequent filings if it is unable to come to a consensual resolution with the Debtors with respect to adequate protection.

3. Accordingly, MMAF reserves its rights and asserts limited objections to any final order being entered on the Motion to the extent any Order approving the Motion or associated budget:

A. Grants liens – priming, pari passu, or junior to – any of MMAF’s liens with respect to the Collateral (as defined below) or otherwise impacts the pre-petition terms and conditions of the Financing Agreement; or

B. Prejudices, in any way, (i) MMAF’s ability to seek and receive adequate protection, including periodic cash payments; (ii) the Court’s ability to provide any form of adequate protection it deems appropriate; and (iii) the Debtors’ ability to provide adequate protection to MMAF, including making periodic cash payments.

II. Background

4. Through the Financing Agreement, payments due to MMAF are secured by duly perfected and validly enforceable first priority liens in and to four (4) NovaSeq 6000 Sequencing Systems with Serial Numbers A01531 A01719 A01721 A01745 (the “**Equipment**” and, collectively, with the assets related to that Equipment, including substitutions and replacements and proceeds thereof, the “**Collateral**”).² True and accurate copies of the Financing Agreement and the associated Uniform Commercial Code filings are attached hereto as **Exhibit A**. MMAF understands that the Debtors use the Equipment as part of its genetics sample processing and refining procedures (genetics sequencing) and the research & development related to the genetic testing processes.

5. By virtue of UCC Filing No. 2022 3303518 filed on April 19, 2022, and assigned to MMAF, MMAF holds a duly perfected and validly enforceable first priority lien with respect to the Collateral.

² Each and every description in this Limited Objection and RoR of (i) the Financing Agreement, (ii) the relief requested in any order granting the Motion, (iii) any other relevant documents, (iv) any signatory thereunder, or (v) any collateral granted in connection with or pursuant thereto is qualified in its entirety by reference to the applicable provisions of such documents, and all such documents are incorporated herein by reference. In the event of any inconsistency between this Limited Objection and RoR and any such document, the relevant document shall control.

6. Before the Petition Date, the Debtors acknowledged the assignment of the Financing Agreement to MMAF through a *Mass Mutual Notice and Acknowledgment of Assignment* (the “**Acknowledgment**”) which Acknowledgement provides, among other things, that the Debtors “will keep the Lease, the Designated Schedule and the Equipment free and clear of all liens and encumbrances (other than the interest of Lessor, Assignee or parties claiming by, through or under them).” Acknowledgment, ¶ 6. A true and accurate copy of the Acknowledgement is attached hereto as **Exhibit B**.³

III. The Motion

7. Through the Motion, the Debtors propose that the Prepetition Secured Parties shall receive “valid, binding, continuing, enforceable, fully-perfected, nonavoidable, first priority *senior* (except as otherwise provided in this paragraph 4(a) below with respect to the Permitted Prior Liens) liens on certain of the Debtors’ assets (all such liens and security interests, the “**Adequate Protection Liens**”) . . . subject only to the Carve Out and any Permitted Prior Liens, in which case the Adequate Protection Liens shall be *immediately junior* in priority to any such Permitted Prior Liens and to the Carve Out.” [Dkt. No. 18, Proposed Order ¶4(a)] (emphasis supplied).

8. The Debtors did not file a schedule of Permitted Prior Liens in connection with the Motion or otherwise identify whether it believes a party holds a “Permitted Prior Lien.” Accordingly, MMAF is unable to determine from the Motion whether the Debtors are proposing to prime MMAF’s lien on the Collateral.⁴

³ All capitalized terms not otherwise described herein shall have the meanings ascribed to them in the Motion.

⁴ Additionally, the Debtors requested and received an extension of their deadlines to file schedules and statements in these cases such that MMAF does not have the benefit of reviewing the Debtors’ sworn *Schedule D* in advance of the hearing on March 15, 2024. See *Order Extending Time to File Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs*, Dkt. No. 58.

9. Specifically, “Permitted Prior Liens” are defined by the Motion as valid, enforceable, and non-avoidable liens that are “(1) in existence on the Petition Date, (2) . . . perfected as of the Petition Date . . . , **and** (3) permitted under the Secured Notes Documents and senior in priority to the Prepetition Liens granted to the Prepetition Secured Parties under and in connection with the Secured Notes Documents in accordance with applicable law (such liens, the “**Permitted Prior Liens**”).” [Dkt. No. 18, Proposed Order ¶E(a)(5)] (emphasis supplied).

10. Although MMAF requested confirmation from the Debtors and the Prepetition Secured Parties that it held a Prior Permitted Lien, the Debtors have not provided a response prior to filing this Limited Objection and RoR.⁵ Therefore, MMAF files this Limited Objection and RoR and requests that no final order be entered until the Debtors file a schedule or otherwise identify the Prior Permitted Liens that are **not** proposed to be affected by the relief requested in the Motion. Further, as the Financing Agreement bars the Debtors from encumbering the Collateral with any other liens and encumbrances, MMAF objects to the Motion to the extent it seeks to grant any party a priming, pari passu, or junior lien with respect to any or all of the Collateral. *See* Master Lease Agreement, ¶1; Acknowledgment ¶ 6.

III. Reservation of Rights

11. This Limited Objection and RoR is submitted without prejudice to, and with full reservation of, MMAF’s rights, claims, defenses, and remedies, including the right to supplement the Limited Objection and RoR or modify, amend, or withdraw this Limited Objection and RoR, to seek discovery, to raise additional objections and to introduce evidence at any hearing related to the Motion, and without in any way limiting any other rights of MMAF’s to object to the Motion, on any grounds, as may be appropriate.

⁵ MMAF initiated conversations with the Debtors prior to filing this Limited Objection and RoR and hopes to reach a consensual resolution of its issues.

Dated: March 13, 2024
Philadelphia, Pennsylvania

Respectfully submitted,

By: /s/ Holly Smith Miller
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Counsel to MassMutual Asset Finance LLC

EXHIBIT A

M2

MASTER LEASE AGREEMENT

This Master Lease Agreement No. WCT3052021 is dated as of _____ by and between Western Capital Technologies, LLC ("Lessor"), having its principal office and place of business at 23193 La Cadena, Suite 102 Laguna Hills, Ca 92653 and Invitae Corporation ("Lessee"), having its principal office and place of business at 1400 16th St San Francisco, Ca, 94103-5110

1. **LEASE.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor personal property including hardware, software, other equipment and all related capitalized costs (those costs that are necessary to put the hardware, software and equipment into full productive use by Lessee), or other costs or expenditures made by Lessor (collectively the "Equipment") described in each individual Rental Schedule (herein called "Schedule(s)") to this Master Lease Agreement ("Agreement"). The Equipment, including all additions and modifications thereto, must remain at all times free and clear of any liens or rights of other parties. Each Schedule incorporates by this reference the terms and conditions set forth in this Agreement and constitutes a separate lease (each, a "Lease"). The lease of Equipment under each Lease shall be for such term and such rents as may be agreed to by execution of the Schedules. By signing this Agreement and any Schedules, Lessee acknowledges and agrees that: (i) it has read and understands the terms and conditions of the same; (ii) each Lease becomes effective upon the "Lease Commencement Date" (as hereinafter defined); (iii) each Lease is a net lease; (iv) it cannot terminate or cancel any Lease; (v) it has an UNCONDITIONAL OBLIGATION to make all payments due under each Lease; (vi) it cannot withhold, set off or reduce such payments for any reason including (without limitation) the condition or performance of the Equipment; (vii) it will use the Equipment only for business purposes; (viii) the person signing this Agreement and each Lease has the authority to do so; (ix) during the term of each Lease, Lessor will hold title to the Equipment; and (x) Lessee entered into each Lease rather than to purchase the Equipment. Lessee hereby authorizes Lessor to correct patent errors and to fill in blanks such as serial numbers and dates herein and in the Rental Schedules and in any document executed in connection herewith. "Software", as used in this Lease, means a computer program and any supporting information provided in connection with a transaction relating to the program; "Software" includes all updates, revisions, upgrades, new versions, enhancements, modifications, derivative works, maintenance fixes, translations, adaptations, and copies of the foregoing or of the original version of the Software whether obtained from the supplier, licensor or from any source whatsoever.
2. **UCC ACKNOWLEDGMENT.** This Lease is a "Finance Lease". Lessee acknowledges and agrees that Lessee has reviewed, approved, and received a copy of any Supply Contract covering the Equipment purchased from the Supplier to be leased and that (i) Lessor has informed Lessee of the identity of the Supplier, (ii) that Lessee may have rights under the Supply Contract, and (iii) that Lessee may contact the Supplier for a description of those rights. (The terms "Finance Lease", "Supply Contract" and "Supplier" as used in this Lease shall have the meanings given to them in Division 10 of the California Commercial Code.)
3. **NO WARRANTIES.** LESSOR IS LEASING THE EQUIPMENT TO THE LESSEE "AS-IS". LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER, LICENSOR, OR SUPPLIER OF THE EQUIPMENT, LESSOR DOES NOT REPRESENT THE MANUFACTURER, LICENSOR OR SUPPLIER, AND LESSEE HAS SELECTED THE EQUIPMENT AND SUPPLIERS BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED REGARDING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO TITLE, CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, VALUE, DURABILITY, SUITABILITY OR OTHERWISE. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, GENERAL, SPECIAL, OR EXEMPLARY DAMAGES. LESSEE AGREES AND ACKNOWLEDGES THAT THE SUPPLIER (INCLUDING ANY SALESPERSON, EMPLOYEE OR AGENT THEREOF) IS NOT LESSOR'S AGENT AND HAS NO AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. LESSOR TRANSFERS TO LESSEE FOR THE TERM OF THE APPLICABLE SCHEDULE ANY WARRANTIES MADE BY THE MANUFACTURER(S), LICENSOR(S) OR SUPPLIER(S) UNDER A SUPPLY CONTRACT.
4. **ORDERING EQUIPMENT, DELIVERY AND ACCEPTANCE.** If Lessee entered into any Supply Contract with any Supplier, Lessee assigns to Lessor Lessee's rights under the applicable Supply Contract, but none of Lessee's obligations, except for the obligation to pay for Equipment if it is accepted by Lessee according to the terms of the applicable Lease. If Lessee has not entered into a Supply Contract regarding the Equipment, Lessee authorizes Lessor to enter into a Supply Contract. Lessee shall arrange for the delivery of the Equipment to Lessee. Lessee shall inspect the Equipment immediately upon Lessee's receipt thereof to determine if it is in good working condition. The Equipment will be deemed irrevocably accepted by Lessee upon the earlier of: (i) the date of delivery of the Equipment to Lessee unless Lessee notifies Lessor in writing, within 10 days after the delivery of the Equipment, of Lessee's non-acceptance or (ii) the date upon which Lessee stated it accepted the Equipment in a signed Certificate of Acceptance if requested by Lessor ("Acceptance Date"). Upon the Acceptance Date, the applicable Equipment shall be deemed (as between Lessor and Lessee) to conform to Lessee's specifications, to be in good condition and without defects and to be Equipment accepted for all purposes of, and subject to the terms of, the applicable Lease.
5. **TERMINATION BY LESSOR.** Lessor shall have the exclusive option to terminate any Lease if (i) the Equipment has not been delivered to Lessee within 90 days after execution of the Lease by Lessor and Lessee, or (ii) Lessee does not accept the Equipment as provided in Section 4.
6. **TERM AND RENT.** Each Lease shall commence and rent will be due beginning on the "Lease Commencement Date" set forth in the applicable Schedule and end upon the expiration of the number of payment periods specified in the applicable Schedule for the "Initial Term of Lease" ("Initial Term") plus any extension or renewal terms thereafter (such total period shall be the "Term" of the Lease). Lessee authorizes Lessor to insert in the applicable Schedule as "Lease Commencement Date" the date when all the Equipment has been delivered to Lessee (without regard to whether Lessee has accepted the Equipment) or any later date selected by Lessor. Lessee further authorizes Lessor to insert in the applicable Schedule the final description of the Equipment as of the Lease Commencement Date. Lessee shall pay to Lessor as rent for the Equipment described under any applicable Schedule the "Amount of Each Rental Payment" set forth in the Schedule, plus applicable taxes ("Rent"). The first payment of Rent is due on the Lease Commencement Date, and subsequent payments are due on the first day of the Initial Term and the first day of each payment period set forth in the Schedule thereafter (typically monthly or quarterly) for the duration of the Term of the Lease. No portion of any Rent payments shall be deemed to constitute payment for any equity interest in the Equipment. If any payment due under a Lease is not paid within 5 days of its due date, Lessee shall pay Lessor a late charge of 10 percent of each late payment plus interest at the rate of 10 percent per annum on the overdue amount until paid in full.

7. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** Lessee will keep and use the Equipment only at the Equipment location shown on the applicable Schedule. Lessee may not move the Equipment without Lessor's prior written consent. At Lessee's own cost and expense, Lessee will keep the Equipment eligible for any manufacturers' certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. Lessee will not make any alterations, additions or replacement to the Equipment without Lessor's prior written consent. All alterations, additions and replacements will become part of the Equipment and Lessor's property at no cost or expense to Lessor. Lessor may inspect the Equipment at any reasonable time, provided, however, that Lessor shall have no duty to inspect and shall not incur any liability or obligation by reason of not making any such inspection. Unless Lessee purchases the Equipment at the end of the Lease, Lessee will pay to Lessor an inspection, refurbishment, and restocking fee in the amount of five percent of the Lessor's original Equipment cost listed on the applicable Schedule (and as revised by any applicable letter agreement or addendum) within 30 days of Lessee's receipt of an invoice from Lessor for such fee, and will immediately deliver the Equipment to Lessor in as good condition as when Lessee received it, except for ordinary wear and tear, to any place in the United States in accordance with Lessor's instructions for the return of the Equipment. In the case of Software, Lessee will destroy all intangible Software items, and deliver to Lessor all tangible items constituting Software. At Lessor's request, Lessee will also certify in a written form acceptable to Lessor that: (i) all the tangible Software has been delivered to Lessor; (ii) all intangible records have been destroyed; (iii) Lessee has not retained the Software in any form; (iv) Lessee will not use the Software after termination or expiration of the Lease and (v) Lessee has not received from Supplier(s) anything of value relating to or in exchange for Lessee's use, rental, license or possession of the Software during the duration of the Lease (including a trade-in, substitution or upgrade allowance). Lessee will pay all expenses of de-installing, crating, and shipping the Equipment. Lessee shall insure the Equipment for its full replacement value during shipping. Notwithstanding anything in this Agreement to the contrary, if Lessor and Lessee have agreed in writing to specific return conditions for an item of Equipment, then such return conditions shall be controlling to the extent that the conditions are inconsistent with those containing in this Section or Section 9.

8. **TAXES AGAINST LESSOR OR EQUIPMENT.** Lessee agrees to immediately pay and to indemnify against and hold Lessor harmless from, all license and registration fees and sale, use, transfer, personal property, stamp or other taxes, levies, imposts, duties, e-waste fees, charges or withholdings of any nature whatsoever together with any penalties, fines or interest thereon (collectively, "Taxes") imposed or based upon the ownership, lease, sale, licensing, financing, delivery, possession, use or other disposition of the Equipment or any part thereof or arising from any Lease, including, without limitation, any payments made thereunder whether for Rent or otherwise, during the Term of each applicable Lease or in connection with the termination or expiration of any Lease (excluding, however: (i) any taxes imposed by the federal government on, based on, or measured by, the net income of Lessor and (ii) any income or franchise taxes imposed by any taxing authority other than the federal government on, based on, or measured by, the net income of Lessor which in the aggregate do not exceed the amount of any such taxes which would be payable to the taxing authorities of the jurisdictions, other than the United States of America, in which Lessor has its principal place of business assuming no allocation or apportionment or any other taxing authority). In case any report or return is required to be made with respect to any obligation of Lessee under, or arising out of, this Section, Lessee will notify Lessor of such requirement and Lessee will prepare such report or return for filing by Lessor in such matter as shall be satisfactory to Lessor and send a copy to Lessor. If claim is made against Lessor for any Taxes, Lessor shall promptly notify Lessee. If reasonably requested by Lessee in writing, Lessor shall, at Lessee's expense, take such action as Lessee may reasonably request with respect to such asserted liability, provided that Lessee furnishes an opinion of independent counsel, which opinion and counsel shall both be satisfactory to Lessor, to the effect that such action is prudent, reasonable and proper, and if reasonably so requested by Lessee, any payment by Lessor of such Taxes shall be made under protest, if protest is necessary and proper. Notwithstanding the above, Lessor shall have the sole control over the contest of such asserted liability. In addition, Lessor shall have the right to pay such asserted liability at any time in its sole discretion in which case Lessor shall, at Lessee's expense, take such action as Lessee may reasonably request to recover such payment and shall, if requested, permit Lessee in Lessor's name to file a claim or prosecute an action to recover such payment. All of the obligations of Lessee under this Section with respect to any Taxes imposed or accrued before the expiration or other termination of any Lease shall continue in full force and effect notwithstanding such expiration or other termination and are expressly made for the benefit of, and shall be enforceable by, Lessor and its successors and assigns. At Lessor's option, Lessee agrees to remit, along with Lessee's Rent under the Lease, an amount equal to a percentage of Lessor's reasonable estimate of the Taxes that will be assessable against the Equipment. Any such amounts remitted to Lessor will be credited by Lessor against Lessee's obligations under this Section. Lessee will remain obligated in the event that such amounts are insufficient to fully reimburse Lessor for the actual amount of such Taxes and any surplus will be either credited to Lessee's other obligations to Lessor or returned to Lessee. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relevant to the use of the Equipment and Taxes. The Rental Payment Amount stated in each Rental Schedule reflects Lessors use of ACH, such that, for so long as any sums are owed under the Lease, the Lessee will take all steps necessary to enable Lessor to ACH debit Lessee's bank account for all sums due under the Lease, or establish and authorize regular ACH transfers from Lessee's primary checking to Lessor's bank account, whichever is preferred by Lessor at Lessor's sole discretion.

9. **PURCHASE OPTION; AUTOMATIC RENEWAL; RETURN OF EQUIPMENT.** If no "Default" (as hereinafter defined) exists under the Lease, Lessee will have the option at the end of the Initial Term or any renewal or extension term to purchase all (but not less than all) of the Equipment shown on the applicable Schedule for its fair market value ("FMV"), plus any applicable fees and Taxes. Lessee must give Lessor at least 90 days written notice (but not more than 150 days) before the end of the then current Term of the Lease that Lessee will purchase the Equipment or that Lessee will deliver the Equipment to Lessor. If Lessee does not give Lessor such written notice, does not purchase or deliver all (but not less than) all of the Equipment free of all advertising or insignia placed thereon by Lessee, fails to complete any necessary repairs or replacements, or fails to comply with the return conditions set forth in Section 7, the Lease will automatically renew for an additional six (6) month term and thereafter renew for successive one month terms until Lessee delivers the Equipment to Lessor in accordance with this Agreement or purchases the Equipment. During such renewal(s) the Amount of Each Rental Payment will remain the same as set forth in the Schedule. Lessor may terminate any leasehold interest of Lessee during a renewal or extension term of the Lease upon ten (10) days notice to Lessee. FMV shall mean the retail (not wholesale) value of the Equipment as determined by Lessor in Lessor's sole and reasonable judgment. For purposes of determining the Equipment's FMV, it shall be assumed that the Equipment (a) is in the condition in which it is to be maintained under the terms of the Lease and (b) is installed and in operation. Upon payment of the "Purchase Option" price to Lessor plus all applicable taxes and all sums due under the Lease, Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representations or warranties whatsoever and the Lease will terminate.

Returned Equipment shall be free and clear of all mortgages, liens, security interests, charges, encumbrances and claims, and in the same operating order, repair, condition and appearance as when Lessee accepted it, except for ordinary wear and tear. Until Equipment Lessee has elected or is required to return to Lessor is delivered to Lessor, Lessee shall bear any costs of storage, transportation, and risk of loss. Notwithstanding anything to the contrary contained herein, upon expiration or termination of the Lease, Lessee shall provide Lessor, or any person designated by Lessor, full access to such Equipment even if it is located at Lessee's premises and will allow Lessor to demonstrate the Equipment to any representatives, agents or employees of prospective purchasers or lessees of such Equipment or to any representatives, agents or employees of Lessor and will permit any such representatives, agents or employees to examine the maintenance, operating performance or other records relating to such Equipment.

The delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of the Lease, and upon application to any court having jurisdiction, Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee to assemble, deliver, store and transport the Equipment. Lessee's obligation to pay Rent continues until it has purchased the Equipment from Lessor or returned the Equipment to Lessor pursuant to the terms of the Lease.

10. LOSS, DAMAGE AND ACCIDENTS. Lessee shall bear all risk of loss associated with each item of Equipment, including, without limitation, theft, destruction, confiscation, or damage. No such loss shall relieve Lessee from any of its obligations under the Lease, including the obligation to pay Rent. Upon the occurrence of any event of loss regarding the Equipment, Lessor shall be entitled to and shall receive the entire award, judgment, settlement, insurance proceeds or payments and all installments thereof to the extent of Lessee's obligations hereunder. Lessee hereby assigns to Lessor, to the extent provided in the immediately preceding sentence, any right or interest Lessee may have or may hereafter acquire in any such award, judgment, settlement, insurance proceeds or payments. In the case of Software, the erasure, inoperability or other incapacity of the Software triggered by a preprogrammed termination or limiting design or routine embedded in the Software is also deemed a loss. In the event of any loss with respect to particular Equipment, Lessee at its own expense shall: (a) place such Equipment in good repair, condition and working order, or (b) replace such Equipment with like equipment (the same year, make, model and accessories) in good repair, condition and working order, or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the total of all Rent and any other amounts, if any, due with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all future Rent with respect to such Equipment plus (iii) the then estimated FMV of such Equipment as of the end of the Initial Term of Lease for such Equipment (assuming no loss or damage). Lessee shall immediately notify Lessor in writing of any loss regarding the Equipment. Lessee shall also immediately notify Lessor in writing of any accident involving the Equipment of which Lessee is aware and which may give rise to any claim by a third party for personal injury or property damage including in such report the time, place and nature of the accident, the damage caused to property and/or person, the names and addresses of persons injured and of witnesses, and such other information as may be relevant to such accident.

11. INSURANCE. Throughout the Term of each Lease, Lessee shall keep in effect an "All Risk" extended coverage property insurance policy covering the Equipment for its full replacement value. Lessee shall also carry a comprehensive general liability insurance policy or other similar form of third-party liability coverage, which shall be on an occurrence basis rather than a claims made basis and will operate with respect to Lessor as a separate policy, except as to the limits of liability. Such policies shall be in form, amount and with insurers acceptable to Lessor. The property insurance policy shall name Lessor and its assigns as loss payee and as additional insured, and the general liability insurance policy shall name Lessor and its assigns as an additional insured. Each policy shall provide (a) for no less than thirty (30) days prior written notice of modification, cancellation or non-renewal to Lessor, (b) that such policy shall not be invalidated as against Lessor or its assigns for the violation of any term of the policy by Lessee; and, (c) waive any and all rights of subrogation which the insurers may have or may acquire against the Lessor. Lessee appoints Lessor as Lessee's Attorney-in-Fact to request required insurance coverages, make claims, receive payments, and execute and endorse all documents, checks, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby. The foregoing appointment shall not relieve Lessee from its obligations to procure the insurance policies required herein, to make timely insurance claims and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries in connection with the Equipment. Proceeds from any general liability policy shall be made payable first on behalf of the Lessor to the extent of its liability, if any. All policies of insurance carried by Lessee, whether primary or excess, shall be primary as to any policies maintained by Lessor. If Lessee does not provide Lessor with evidence of proper insurance within 10 days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee agrees to pay all such premiums and related charges. Because of increased credit risks to Lessor when not insured, Lessee agrees to pay to Lessor each month a risk charge stipulated and liquidated at .37% of Lessor's original Equipment cost listed on the applicable Schedule (and as revised by any applicable letter agreement or addendum) until Lessee provides proof of compliance with insurance requirements. In spite of the payment of such risk charge, Lessee has no right or claim to any insurance benefits from Lessor. Lessee is still liable for all losses, and such risk charge is not in lieu of the insurance requirements of the Lease.

The insurance policies shall provide that the Lessor will have no liability for premiums or other costs of the insurance required hereby. The insurance carried by Lessee with respect to the Equipment shall be no less favorable in scope or amount than that carried by Lessee with respect to other comparable equipment. Such insurance shall not include any self-insured retentions. Such insurance shall not include any deductibles unless Lessor has advised Lessee in writing that such deductibles are acceptable to Lessor. At Lessor's request, from time to time and at any time, with respect to any of the insurance required hereunder, Lessee shall provide to Lessor a copy of the entire insurance policy or certificate of insurance. Lessor may request that Lessee furnish Lessor such insurance policy and/or certificate prior to any Supplier payment being made by Lessor under the applicable Schedule or the delivery of the Equipment, and in any event, prior to and as a condition to the effectiveness of any Lease.

12. TITLE; RECORDING. Lessor is the owner of and will hold title to the Equipment. Lessee will keep the Equipment free of all liens, claims and encumbrances. To the extent Software subject to this Lease may also be the subject of a license agreement between a Supplier and Lessee, Lessee acknowledges that the license to use the Software is being provided to Lessee solely because of payments made by Lessor to the Supplier and, accordingly, Lessee agrees that Lessor has an interest in the license. Lessee agrees that if it or any of its affiliates receives anything of value from the Supplier (including without limitation, a trade-in, substitution, discount or upgrade allowance) other than Lessee's rights to use Software reflected on the Schedule for the duration of this Lease, Lessee will advise Lessor and pay to Lessor an amount equal to such additional value obtained by Lessee. Lessee agrees that it will not surrender, transfer, trade-in, or modify the license agreement without first obtaining the written consent of Lessor.

13. DEFAULT. An event of default ("Default") shall occur if: (a) Lessee fails to pay any installment of Rent or other payment when due, and such failure is not cured within five (5) days after the due date; (b) Lessee fails to perform or observe any of its covenants or obligations, other than the obligation to pay Rent or other payment when due, set forth in the Lease, and such failure is not cured for fifteen (15) days after written notice thereof; (c) any representation or warranty made by Lessee in the Lease or in any documents executed or provided in connection with this Lease (including, without limitation, any financial statement) shall be untrue in any material respect; (d) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its insolvency, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files a petition, or takes any action seeking any reorganization, liquidation, dissolution or similar arrangement, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or consents to or acquiesces in the appointment of a trustee, receiver or liquidator of it or of all or a substantial part of its assets; (e) Lessee shall suffer or have suffered, in the reasonable judgment of Lessor, a material adverse change in its financial condition; (f) within sixty (60) days after the commencement of an involuntary bankruptcy proceeding against Lessee or other proceeding against Lessee or its assets seeking reorganization, liquidation, dissolution, attachment or execution or similar relief, such proceeding shall not have been dismissed, or if within sixty (60) days after the appointment, without Lessee's consent, of any trustee, receiver or liquidator of it or all or any substantial part of its assets, such appointment shall not be vacated; (g) a payment or other default by Lessee, or by any guarantor of Lessee's obligations hereunder

("Guarantor"), under any loan, lease, guaranty or other financial obligation to Lessor or its affiliates; (h) more than fifty percent (50%) of the equity interests in Lessee shall become owned or controlled by parties who had no such controlling interest on the date this Lease was entered into; (i) Lessee consolidates with or merges into, or sells or leases all or substantially all of its assets to any individual, corporation or other entity; (j) the occurrence of an event described in subparagraphs (d), (e), (f), (g), (h) or (i) above with respect to any Guarantor, or any certificate, statement, representation, warranty, or audit made by or furnished by or on behalf of any Guarantor shall be untrue in any material respect; (k) Lessee attempts to assign or transfer the Lease or its interest thereunder without Lessor's prior written consent; or (l) Lessee attempts to remove, transfer, sell, sublicense, encumber, abandon, part with possession, or sublet the Equipment without Lessor's prior written consent.

14. REMEDIES. If a Default occurs, Lessor may do one or more of the following: (a) by legal action, enforce Lessee's performance of the applicable terms of the Lease and/or recover damages for the breach thereof; (b) by written notice to Lessee, recover all amounts due on or before the date Lessor declared the Lease to be in default, plus, as liquidated damages for the loss of a bargain and not as a penalty, accelerate and declare to be immediately due and payable any and all Rent and all other sums payable under the Lease without any presentment, demand, protest or further notice (all of which are hereby expressly waived by Lessee), at which time the same shall become immediately due and payable; (c) take immediate possession of the Equipment, or any part of the Equipment, free from claims by Lessee, and terminate all of Lessee's rights to use of the Software and related services; (d) terminate the Lease and Lessee's rights under the Lease; and (e) exercise any other right or remedy available at law or in equity. Lessee agrees to pay all of Lessor's costs of enforcing Lessor's rights against Lessee, including reasonable attorney's fees, court cost and collection costs. In the case of Software, it is agreed that Lessee's unauthorized use, disclosure, or transfer of the Software will cause Lessor significant damages which, at the time the parties enter the Lease, are impossible to quantify or predict. Therefore, if Lessee is found to be using (in any manner) all or any portion of the Software after the termination of this Lease, or if a Supplier terminates a license of Lessee's right to use the Software for an alleged breach of the use, disclosure, or transfer restrictions imposed on Lessee, the parties hereby agree that liquidated damages shall be payable immediately by Lessee to Lessor in an amount which is equal to two times the amount paid by Lessor for the Software. If Lessor takes possession of the Equipment, Lessor may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after deducting all costs related to the sale or disposition of the Equipment) to the amounts that Lessee owes Lessor. Lessee agrees that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. Lessee will remain responsible for any amounts that are due after Lessor has applied such net proceeds, which shall first be applied towards costs, charges and expenses incurred in repossessing, recovering, storing, repairing, selling, leasing or otherwise disposing of the Equipment including, without limitation, attorneys' fees and costs. The foregoing remedies are cumulative, and any or all thereof may be exercised in lieu of or in addition to each other or any remedies at law or in equity. Exercise of any of the above remedies by Lessor will not constitute termination of the Lease unless Lessor expressly notifies Lessee in writing of such termination. Waiver of any Default shall not be waiver of any other or subsequent Default.

15. PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR. Should Lessee fail to make any payment or do any act as herein required, then Lessor shall have the right, but not the obligation, without releasing Lessee from any obligation hereunder, to make or do the same, and to pay, purchase, contest or compromise any lien not permitted hereunder which in Lessor's judgment may affect the Equipment or Lessor's rights with respect thereto, and in exercising any such rights, incur any liability and expend whatever amounts in its discretion it may deem necessary therefor. All sums so incurred or expended by Lessor shall be immediately due and payable by Lessee as additional Rent.

16. USE AND OWNERSHIP. Lessee shall use, operate, maintain and store the Equipment in a careful and proper manner and shall comply with all laws, ordinances, rules, regulations and insurance requirements in any way relating to the possession, use, operation or maintenance of the Equipment. Lessee shall use the Equipment only in the manner contemplated by the manufacturer thereof. Lessee agrees to pay all costs incurred in connection with the use and operation of the Equipment, during the Term of the Lease, including but not limited to repairs, maintenance, storage and servicing. Lessee acknowledges and agrees that it does not have and will not acquire legal title to the Equipment, it being expressly understood that this Lease is an agreement of lease only. If requested by Lessor, Lessee shall promptly affix, keep and maintain upon each item of Equipment labels provided by Lessor indicating Lessor's ownership of the Equipment.

Lessee shall keep the Equipment free from any markings or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor and its successors or assigns. Lessee shall not remove an item of Equipment from the location set forth in the Schedule applicable to such item of Equipment or transfer possession of the Equipment in any manner without Lessor's prior written consent. Upon request by Lessor, Lessee promptly shall give Lessor written notice of the exact location of the Equipment.

The Equipment shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon, and Lessee shall do all acts and enter into all agreements necessary to ensure that the Equipment remains personal property. Lessee shall keep the Equipment free and clear of any liens, charges, encumbrances or claims of the owner(s) of any interest in the real estate on which it is located and any purchaser of, or present or future creditor obtaining a lien on, such real estate; and Lessee shall promptly obtain and deliver to Lessor a waiver of any such liens or claims as to the Equipment in recordable form satisfactory to Lessor.

17. ALTERATIONS. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor except such alterations, additions, or improvements that are required in order to comply with the terms of this Lease or are required by law. All such alterations, additions or improvements shall automatically become the property of Lessor and shall be free of all liens, claims or encumbrances and Lessee shall provide a bill of sale to Lessor for all such alterations, additions or improvements.

18. MAINTENANCE AND REPAIR. Lessee, at its sole cost and expense, shall keep the Equipment in good operating order, repair, condition and appearance and shall furnish any and all parts, mechanisms or devices required to keep the Equipment in good mechanical and working order. In performing maintenance and repair, Lessee shall comply with all of the manufacturer's specifications and recommendations. Throughout the Term of the Lease, Lessee will keep in force the best standard maintenance agreement(s) offered by Supplier(s), licensor(s) and/or manufacturer(s) of the Equipment which will cause all necessary repairs and replacements to be made to the Equipment and entitle Lessee (through Lessor, if necessary) to obtain available enhancements, updates, upgrades and changes.

19. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRADE-IN, TRANSFER OR SUBLEASE THE EQUIPMENT OR LESSEE'S INTEREST IN THE LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer its rights and/or interest in or arising from the Lease or the Equipment. Lessee agrees that Lessor's assignee will have the same rights and benefits that Lessor has now under the Lease but not Lessor's obligations. The rights of Lessor's assignee including, without limitation, the right to receive Rent will not be subject to any claim, defense or set-off that Lessee may have against Lessor

20. INDEMNITY. Lessee agrees to defend at its own cost and to indemnify and hold harmless Lessor, its successors and assigns, and their respective agents, officers, directors and employees, from and against any and all losses, claims, costs, expenses (including attorneys' fees and court costs), damages and liabilities (including, without limitation, those for strict liability), however caused, resulting directly or indirectly in any manner from the issuance of Lessor's purchase order, assignment of Lessee's purchase order or agreement to purchase, Lessee's failure, delay or refusal to accept delivery, the ownership, purchase, lease, maintenance, possession, return or disposition of the Equipment, or directly or indirectly from or pertaining to the use condition, design (including, without limitation, latent or other defects whether or not discoverable) or operation of the Equipment or the performance of any Lease (including, without limitation, such losses, claims, costs, expenses, damages and liabilities arising from infringement of intellectual property rights or the death or injury to agents or employees of Lessee or Lessor or any third person, or damage to the property of Lessee or Lessor, their agents or employees, or any third person) except for such damages, losses, expenses or liabilities arising out of the willful misconduct of Lessor. Lessee hereby agrees that Lessor shall not be liable for any damage to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, or for injury to Lessee or any of its officers, directors, agents or invitees, resulting from this Lease or caused in any way by an item of Equipment. The obligations and assumptions set forth in this Section shall survive the expiration, cancellation or other termination of this Agreement and are for the benefit of, and enforceable by, Lessor and its successors and assigns.

21. CREDIT INFORMATION. Lessee authorizes Lessor and its agents to obtain credit bureau reports, make other credit inquiries that Lessor determines necessary and to share financial and credit information regarding Lessee with prospective assignees of Lessor. Upon Lessee's written request, Lessor will inform Lessee whether Lessor has requested a consumer credit report and the name and address of any consumer credit reporting agency that furnished a report. Lessee acknowledges that without further notice Lessor may use or request additional credit bureau reports to update Lessor information so long as Lessee's obligations to Lessor are outstanding. Lessee shall deliver to Lessor, audited annual reports of Lessee's financial condition within one hundred twenty (120) days of Lessee's fiscal year end, and quarterly reports of Lessee's financial condition as required by Lessor. Lessee represents and warrants that all such financial statements and reports are prepared in accordance with Generally Accepted Accounting Principles or International Financial Reporting Standards and will be complete and accurate in all material respects.

22. FURTHER ASSURANCES. Lessee agrees to promptly, at Lessee's expense, deliver such other reasonable documents and assurances, and take such further action as Lessor may request, in order to effectively carry out the intent and purpose of the Lease and secure Lessor's ownership in, and rights with respect to, the Equipment.

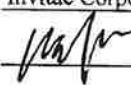
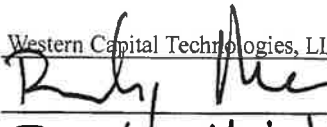
23. REPRESENTATIONS AND WARRANTIES. Lessee represents and warrants to Lessor that: (i) the making of this Agreement and any Schedule thereto executed by Lessee are duly authorized on the part of Lessee and upon execution thereof by Lessee and Lessor they shall constitute valid obligations binding upon, and enforceable against, Lessee; (ii) neither the making of the Agreement or any Schedule thereto, nor the due performance thereof by Lessee, including the commitment to pay, and the payment of, the Rent, shall result in any breach of, or constitute a default under, or violation of, Lessee's certificate of incorporation, by-laws, operating agreement or any agreement to which Lessee is a party or by which Lessee is bound, or any law, judgment or court order applicable to Lessee; (iii) Lessee is in good standing in its state of incorporation or organization and in any jurisdiction where the Equipment is located, and is entitled to own property and to carry on business therein; (iv) all financial information provided (and to be provided in the future) by Lessee to Lessor is (and will be) true, accurate and provide a good representation of Lessee's financial condition; and, (v) as of the date of each Schedule, no material adverse change in Lessee's financial condition as represented in its most recent financial statements submitted to Lessor has occurred. If requested, Lessee shall provide Lessor a Certified Copy of its Corporate Resolutions and/or a Certificate of Incumbency in the form provided by Lessor or such other form that Lessor deems acceptable.

24. UNIFORM COMMERCIAL CODE FINANCING STATEMENTS. Notwithstanding, and without limiting or affecting, the parties' intent that this Lease is a true lease, to the extent this Lease is construed as, or deemed to be, a security instrument, Lessee hereby grants to Lessor a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) and authorizes Lessor to file one or more financing statements covering the Equipment and any and all other collateral and/or security for Lessee's obligations. Lessee authorizes Lessor to sign, file, record and otherwise process any such financing statements on Lessee's behalf and agrees to pay Lessor all fees in connection with such filing or recording.

25. GOVERNING LAW; ENFORCEMENT. THIS LEASE IS ENTERED INTO AND SHALL BE PERFORMED IN CALIFORNIA, AND, CONSEQUENTLY, SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES. ALL DISPUTES OF ANY NATURE RELATING TO OR ARISING OUT OF THIS LEASE (COLLECTIVELY, "LEASE DISPUTES") WILL BE SUBMITTED TO THE ORANGE COUNTY, CALIFORNIA PANEL OF JAMS, INC. OR ITS SUCCESSOR ("JAMS") FOR A DETERMINATION OF ALL ISSUES OF LAW AND FACT BY A RETIRED JUDGE OR JUSTICE FROM THE JAMS PANEL, APPOINTED PURSUANT TO A GENERAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638(A) (OR ANY AMENDMENT, ADDITION OR SUCCESSOR SECTION THERETO), UNLESS LESSOR OR ITS ASSIGNEE SELECT AN ALTERNATIVE FORUM IN WHICH SOME OR ALL OF THE EQUIPMENT IS LOCATED. THE PROVISIONS OF THE CALIFORNIA EVIDENCE CODE AND CODE OF CIVIL PROCEDURE (INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO DISCOVERY AND DISPOSITIVE MOTIONS SUCH AS MOTIONS FOR SUMMARY JUDGMENT) THAT WOULD APPLY IF THE LEASE DISPUTES WERE BEFORE A JUDGE IN COURT WILL APPLY TO THE REFERENCE PROCEEDING. IF THE PARTIES ARE UNABLE TO AGREE ON A MEMBER OF THE JAMS PANEL, THEN ONE SHALL BE APPOINTED BY THE PRESIDING JUDGE OF THE CALIFORNIA SUPERIOR COURT FOR THE COUNTY OF ORANGE. IF JAMS IN THE COUNTY OF ORANGE CEASES TO EXIST, ALL LEASE DISPUTES WILL BE FILED AND CONDUCTED EXCLUSIVELY IN THE CALIFORNIA SUPERIOR COURT FOR THE COUNTY OF ORANGE OR THE UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA UNLESS LESSOR SELECTS ANOTHER FORUM IN WHICH SOME OR ALL OF THE EQUIPMENT IS LOCATED. LESSEE AND LESSOR EACH HEREBY SUBMIT AND CONSENT TO THE PERSONAL JURISDICTION OF THE CALIFORNIA SUPERIOR COURT AND UNITED STATES DISTRICT COURT IN CALIFORNIA, AND KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY. If any party to the Lease brings any action to enforce its terms, or to recover for any breach thereof, the prevailing party is entitled to recover from the other party its reasonable attorneys' fees and costs.

26. MISCELLANEOUS. LESSEE AGREES THAT THE TERMS AND CONDITIONS CONTAINED IN THE LEASE MAKE UP THE ENTIRE AGREEMENT BETWEEN LESSEE AND LESSOR REGARDING THE SUBJECT MATTER THEREOF AND SUPERSEDE ALL PRIOR ORAL AND WRITTEN UNDERSTANDINGS, NO PROVISION OF THIS LEASE MAY BE AMENDED, WAIVED, DISCHARGED OR TERMINATED EXCEPT BY A WRITING SIGNED BY BOTH LESSOR AND LESSEE. Lessee agrees however, that Lessor is authorized, without notice to Lessee and in addition to Lessor's other rights under this Agreement, to insert the Lease number, and to supply missing information or to correct obvious errors in the Lease. If any provision of this Lease is determined by competent authority to be unenforceable, such determination shall not invalidate the remaining provisions of the Lease. Lessee authorizes Lessor to adjust the Amount of Each Rental Payment set forth in the applicable Schedule by not more than 15 percent if either (i) the final "Total Cash Price" (which is all amounts Lessor has paid in connection with the purchase, delivery and installation of the Equipment, including any upgrade and buyout amounts) differs from the estimated Total Cash Price, or Swap Rate yields increase between the date Lessee signs the Lease and the Acceptance Date. Lessor shall not be obligated to purchase the Equipment if the actual Total Cash Price varies by more than 15 percent from the estimated Total Cash Price. If Lessor delays or fails to enforce any of Lessor's rights under the Lease, Lessor will still be entitled to enforce those rights at a later time. Lessee will not change its name, identity or corporate structure or the location of its principal place of business without giving Lessor at least 30 days prior written notice thereof. All notices required under the Lease shall be given in writing and sent by certified mail, return receipt requested, or nationally-recognized overnight delivery service, postage or delivery costs prepaid, addressed to the party receiving the notice as follows: if to Lessor, notices shall be sent to Western Capital Technologies, LLC, 23193 La Cadena, Suite 102 Laguna Hills, Ca 92653 and if to Lessee, notices shall be sent to its address shown on the Lease. Such notice will be deemed to have been given (a) on the date of delivery, if sent by overnight delivery service, or (b) the earlier of the date of delivery or three days after depositing the communication in the mail, if sent by certified mail. Either party may change its address by providing written notice as provided herein to the other party. All of Lessor's rights and remedies shall survive and remain in full force and effect and be enforceable after the expiration or termination of the Lease for any reason. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Rent in inverse order to maturity, and any remaining excess will be refunded to Lessee. If more than one Lessee has signed the Lease each of the Lessees agree that its liability is joint and several. The transfer or possession of the "Original" of this Lease shall be irrelevant to the full or collateral assignment of, or grant of security interest in, any Schedule; provided, however, no security interest in any Schedule may be created through the transfer, possession or control, as applicable, of any counterpart of such Schedule other than the original thereof, which shall be identified as the document or record (as applicable) marked "Original" and all other counterparts shall be marked "Duplicate". TIME IS OF THE ESSENCE OF THIS LEASE AND EACH PROVISION THEREOF.

THIS MASTER LEASE AGREEMENT AND EACH RENTAL SCHEDULE IS SUBJECT TO ACCEPTANCE BY LESSORS FINANCE COMMITTEE. BY SIGNING BELOW, THE SIGNER CERTIFIES THAT HE OR SHE HAS READ THIS LEASE AGREEMENT, INCLUDING ALL PAGES, HAS HAD AN OPPORTUNITY TO DISCUSS ITS TERMS WITH LESSOR, AND IS AUTHORIZED TO SIGN ON BEHALF OF LESSEE. UNTIL THIS LEASE HAS BEEN SIGNED BY AN AUTHORIZED SIGNER OF LESSOR, IT WILL CONSTITUTE A FIRM OFFER BY LESSEE.

Lessee:	<u>Invitae Corporation</u>	Lessor:	<u>Western Capital Technologies, LLC</u>
Signature:	<u></u>	Signature:	<u></u>
Name:	<u>Roxi Wen</u>	Name:	<u>Randy Meinke</u>
Title:	<u>CFO</u>	Title:	<u>Senior Vice President</u>
Date:	<u>August 10, 2021</u>	Date:	<u>August 13, 2021</u>

RENTAL SCHEDULE

Rental Schedule Number: 1 Master Lease Agreement No.: WCT3052021

- This Rental Schedule dated and effective as of the _____ day of _____, 2021 is attached to and governed by the terms and provisions of the Master Lease Agreement No. WCT3052021 dated _____ ("Lease") by and between Western Capital Technologies, LLC ("Lessor") and Invitae Corporation, ("Lessee"), located at: 1400 16th St San Francisco, Ca, 94103-5110

All the terms used herein which are defined in the Master Lease Agreement shall have the same meaning herein.

The Equipment leased hereunder is as follows:	To be more fully described on Exhibit "A" to the Final Certificate of Acceptance.
Initial Term of Lease (Months):	36
Amount of Each Rental Payment:	\$101,665.61 per month which is (0.030877 of the Original Equipment cost
Deposit:	\$101,665.61
Original Equipment Cost Not Exceeding:	\$3,292,600.00
Additional Security Deposit:	\$164,630.00

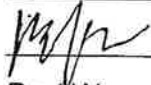
- Upon the expiration of the Initial Lease Term, Lessee shall purchase from Lessor all, but not less than all, of the Equipment (the "Purchased Equipment") as of the last day of the Initial Lease Term. Lessee shall purchase the Purchased Equipment from Lessor by paying to Lessor on the date of expiration of the Initial Lease Term an amount equal to \$1.00, plus applicable sales taxes and other amounts due or payable on or as of such date. All Purchased Equipment shall be sold to Lessee on an AS IS, WHERE IS BASIS, without recourse or warranty, including any warranty of merchantability or fitness for a particular purpose (except as to no liens existing by reason of a claim by, through or under Lessor). ANYTHING IN THE MASTER AGREEMENT OR THIS SCHEDULE TO THE CONTRARY NOTWITHSTANDING THE LEASE CONSTITUTES A SECURED FINANCING IN WHICH THE EQUIPMENT IS OWNED BY LESSEE AND LESSOR IS GRANTED A FIRST PRIORITY PURCHASE MONEY SECURITY INTEREST IN THE EQUIPMENT IT BEING THE INTENTION OF LESSEE AND LESSOR, AND THE ECONOMIC REALITY, THAT THIS LEASE CREATES A "SECURITY INTEREST" AS DEFINED IN THE UCC AND DOES NOT CREATE A "LEASE" AS DEFINED IN THE UCC. THE RELATIONSHIP DESCRIBED HEREIN AS THE LESSOR/LESSEE RELATIONSHIP IS MORE ACCURATELY CHARACTERIZED AS A LENDER/BORROWER RELATIONSHIP OR A SECURED PARTY/DEBTOR RELATIONSHIP AND TITLE SHALL AT ALL TIMES REMAIN IN THE NAME OF LESSEE. Nothing herein shall imply that the transactions contemplated hereby constitute a sale of the Equipment by Lessor, as opposed to a financing by a sale by a Supplier to Lessee. It is the expressed intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law. In the event any amounts due are deemed to constitute interest which exceeds the maximum amount allowed under applicable law, such interest shall be reduced to equal the highest rate permitted by applicable law with such excess payments being applied to Payments in inverse order of maturity and with any balance being refunded to Lessee. provided, Lessee hereby waives, to the extent permitted by law, the right to seek such reduction. Lessee agrees to pay all sales and use taxes arising on account of any sale of the Equipment upon exercise of the purchase option. Lessor makes no representation with respect to income tax consequences of the purchase option contained herein. No such determination regarding tax implications by Lessee shall bind Lessor as to the same.
- The monthly rental payment reflects current money market rates as indicated by the yield to maturity for same term Swap Rates as published by the International Exchange Report Center USD 5 Year Rates 1100. For any movement in the index prior to Lease Commencement Date or increases in the Lessors estimated cost of funds, the Lessor reserves the right to adjust the Base Lease Rental Payments in order to preserve its economics.
- The Amount of each Rental Payment is payable monthly in advance, plus applicable taxes and the deposit is due at time of signing. At Lessor's sole and absolute discretion, the Deposit may be applied to the Lease as a down payment to reduce the Lessors cost, or 2) in any Event of Default, the Deposit will become a fee earned by Lessor and which shall not be deemed a cure or remedy of any Defaults. In the event that Lessor accepts this Rental Schedule, and Lessee does not fulfill its commitment with respect to completion of the terms and conditions of the Lease including funding the agreed upon Equipment Cost, then the Deposit will be considered an earned processing fee by Lessor.
- The Schedule shall commence and the payment of rent in the amount described above as "Amount of Each Rental Payment" shall be due beginning on the Acceptance Date as indicated on the Certificate(s) of Acceptance in which Lessee certifies its acceptance and receipt of all the Equipment (the "Lease Commencement Date") and shall continue thereafter until expiration of the Initial Term of the Lease and any renewals or extensions thereof. The Initial Term will commence on the first day of the first calendar quarter following the Lease Commencement Date. (A calendar quarter commences on the first day of January, April, July and October.) Rent for portions of a month are based on a daily rate calculated by dividing the Amount of Each Rental Payment by 30. Lessee hereby authorizes Lessor to insert the Lease Commencement Date and first day of the initial term, upon

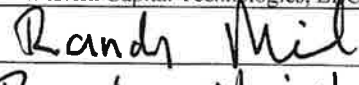
its receipt of the Certificate(s) of Acceptance. Rent in the amount specified above, plus applicable taxes, shall be due on the Lease Commencement Date and on the first day of the Initial Term and on the first day of each month thereafter during the non-cancellable Initial Term and any renewal or extension terms. All Rent shall be due and payable to Lessor at such place as Lessor shall designate in writing.

- 6. **CONDITIONS PRECEDENT.** The Lessor's purchase and lease of any Equipment under a Rental Schedule, is conditioned upon Lessor's reasonable determination that all of the following have been satisfied: (a) Lessor having received the following, in form and substance reasonably satisfactory to Lessor: (1) evidence as to due compliance with the insurance provisions; (2) if requested, lien searches in the jurisdiction of Lessee's organization, and wherever else Lessor reasonably deems appropriate; (3) UCCs, real property waivers and all other filings if required by Lessor; (4) a certificate of an appropriate officer of Lessee dated as of the Effective Date certifying: the incumbency and signature of the officer of Lessee who will execute such documents; (6) the only manually executed original of the Rental Schedule, and counterpart originals of all other Lease Documents; (7) copies of all purchase documents pertaining to the Equipment (collectively, the "Purchase Agreement"; (8) if requested by Lessor, good standing certificates from the jurisdiction of Lessee's organization and the location of the Equipment, and evidence of Lessee's organizational number; (9) if applicable, an interim funding agreement (the "Request for Payment to Supplier(s) In Advance Of the Agreement Acceptance Date "), in form and substance satisfactory to Lessor, duly executed by Lessee and the applicable Supplier supported by vendor invoicing showing Lessor as "purchaser" or "sold to"; and (10) such other documents, agreements, instruments, certificates, opinions, and assurances, as Lessor reasonably may require. (b) All representations and warranties provided by Lessee in favor of Lessor in any of the Lease Documents shall be true and correct in all material respects on the effective date of the related Schedule (Lessee's execution and delivery of the Schedule shall constitute Lessee's acknowledgment of the same). (c) There shall be no Event of Default under the Rental Schedule, any bank agreement or any other lease agreement. (d) There shall be no Material adverse Change in the financial condition or business prospects of the Lessee. (e) The Equipment and Software shall have been delivered to and accepted by Lessee, as evidenced by the Rental Schedule and Final Acceptance certificate, and shall be in the condition and repair required hereby; and (f) on the effective date of such Schedule Lessor shall have received good title to the Equipment described therein, free and clear of any claims, liens, attachments, rights of others and legal processes ("Liens") for those items described on exhibit "A" to the Final Certificate of Acceptance.
- 7. **ADDITIONAL[A1] SECURITY; SECURITY DEPOSIT.** In addition to other Deposits, which shall not be deemed a Security Deposit, a Security Deposit, Lessor may require Lessee to deposit a security deposit (a "Security Deposit") which shall be specified in the Lease. Any Security Deposit deposited with Lessor need not be held in a separate account and shall not bear interest. Lessor may, but shall not be required to, at its sole option to apply all or any portion of the Security Deposit to any obligation of Lessee under the applicable Rental Schedule. If Lessor applies the Security Deposit to Lessee's obligations, Lessee shall immediately restore the Security Deposit to its full amount. Upon Lessee's satisfactory performance of all terms under the applicable Rental Schedule, if Lessee is not in default under any Lease or Other Agreement any remaining balance of the Security Deposit shall be, upon Lessee's written request at the end of the Initial Lease Term of this Rental Schedule refunded to Lessee within a reasonable period of time. Lessee grants Lessor a security interest in any and all accounts, money on deposit and certificates of deposit at, with or issued by, Lessor or Lessor's Affiliates, which shall be subject to a right of setoff to the extent permitted by law; provided, however that such security interests shall be solely for the benefit of Lessor and any of Lessor's Affiliates (but not to any unaffiliated assignee of Lessor). Lessor shall have all remedies with respect to this additional collateral as are set forth in 14. REMEDIES. of the Master Lease Agreement and as are set forth in such Other Agreements. Any default under any obligation owed by Lessee to any of its lenders or lessors, including but limited to a default under any note, deed of trust, security agreement, lease agreement or guaranty agreement evidencing or securing any such obligation or in the terms and provisions of any loan agreement or any other loan documentation relating to any such obligation, if not cured within the applicable grace period, if any, shall constitute a default under the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Rental Schedule to be duly executed on the date set forth below by their authorized representatives.

THIS RENTAL SCHEDULE IS NON-CANCELLABLE FOR THE FULL INITIAL TERM AND LESSEE'S OBLIGATION TO REMIT PAYMENTS TO LESSOR HEREUNDER IS ABSOLUTE, UNCONDITIONAL AND NON-CANCELLABLE, NOTWITHSTANDING ANY DEFECT OR DAMAGE TO THE EQUIPMENT OR LOSS OF POSSESSION OR USE OF THE EQUIPMENT OR ANY FAILURE ON THE PART OF ANY SUPPLIER OR OTHER PERSON TO PERFORM ANY MAINTENANCE OR SERVICES, AND LESSEE'S OBLIGATIONS WILL NOT BE SUBJECT TO ANY SET-OFFS, ABATEMENTS, SUSPENSIONS, DEFERMENTS, REDUCTIONS, CLAIMS, COUNTERCLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER. THESE STATEMENTS ARE IN ADDITION TO, AND NOT IN LIMITATION OF ANYTHING CONTAINED IN THE MASTER LEASE.

Lessee: Invitac Corporation
 Signature: 
 Name: Roxi Wen

Lessor: Western Capital Technologies, LLC
 Signature: 
 Name: Randy Meinke

Title: CFO

Title: Senior Vice President

ADDENDUM "A"

to
Rental Schedule No. 1 (the "Schedule"),
to
Master Lease Agreement No. WCT3052021,
by and between
Western Capital Technologies, LLC, as Lessor,
and
Invitae Corporation, as Lessee (the "Lease")

Ladies/Gentlemen:


Notwithstanding anything to the contrary contained in the above referenced Agreement, and to the limited extent hereof, this letter agreement amends and supersedes the Agreement and is hereby incorporated by reference therein.

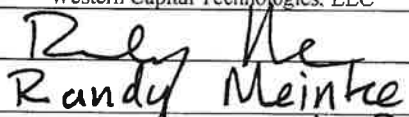
Lessee has provided documentation asserting that sales or use tax on the Equipment or leased property, including services and are not due. The Lessor and Assignee are relying solely on these assertions and documentation provided by the Lessee. As such, in the event either that the exemption is cancelled, or taxing authorities determine that the exemption is not valid the Lessee shall pay all those sums due including past due amounts and penalties if any to the Lessor. The Lessee shall notify the Lessor of any change in tax exemption status promptly. The Lessor shall not be required to contest such determination by taxing authorities, however Lessee may at its own expense contest such determination after paying the sales or use tax, promptly.

In all other respects, the terms and conditions of the Agreement, as originally written, shall remain in full force and effect. The terms of this letter agreement have been negotiated and jointly drafted by the undersigned and therefore, the language of the letter agreement shall not be construed in favor or against any party. The undersigned represent that they have the authority to enter into this letter agreement as indicated under the Certificate of Incumbency and/or Secretary's Certificate related to the Agreement. Please acknowledge your acceptance of the changes by your signature below.

Accepted and Agreed to by:

Accepted and Agreed to by:

Lessee: Invitae Corporation
Signature: 
Name: Roxi Wen
Title: CFO
Date: August 10, 2021

Lessor: Western Capital Technologies, LLC
Signature: 
Name: Randy Meintke
Title: SVP - Senior Vice President
Date: August 13, 2021

ADDENDUM "ELECTRONIC SIGNATURE"

to
Rental Schedule No. 1 (the "Schedule"),
to
Master Lease Agreement No. WCT3052021,
by and between
Western Capital Technologies, LLC, as Lessor,
and
Invitae Corporation, as Lessee (the "Lease")

Ladies/Gentlemen:

Notwithstanding anything to the contrary contained in the above referenced Agreement, and to the limited extent hereof, this letter agreement amends and supersedes the Agreement and is hereby incorporated by reference therein.

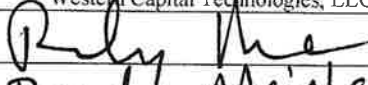
Documents executed, scanned and transmitted electronically and electronic signatures made by Lessee shall be deemed original signatures for purposes of the Master Lease Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. If requested by Lessor, Lessee shall provide original signatures of any documents executed, scanned or transmitted electronically and electronic signatures made by Lessee or provide such further assurances reasonably required by Lessor to confirm validity. The Master Lease Agreement, any other document necessary for the consummation of the transaction contemplated by this Master Lease Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on Lessee as if it were physically executed. Notwithstanding anything to the contrary in the Agreement, the counterpart of a Schedule that has been electronically or digitally signed by the Lessee and manually signed by the Lessor, marked "Original", shall constitute the chattel paper of such Schedule for all purposes.

In all other respects, the terms and conditions of the Agreement, as originally written, shall remain in full force and effect. The terms of this letter agreement have been negotiated and jointly drafted by the undersigned and therefore, the language of the letter agreement shall not be construed in favor or against any party. The undersigned represent that they have the authority to enter into this letter agreement as indicated under the Certificate of Incumbency and/or Secretary's Certificate related to the Agreement. Please acknowledge your acceptance of the changes by your signature below.

Accepted and Agreed to by:

Accepted and Agreed to by:

Lessee: Invitae Corporation
Signature: 
Name: Roxi Wen
Title: CFO
Date: August 10, 2021

Lessor: Western Capital Technologies, LLC
Signature: 
Name: Randy Meinke
Title: Senior Vice President
Date: August 13, 2021

ADDENDUM "Notice Address and Removal of FMV—Master Lease"

Master Lease Agreement No. WCT3052021,
by and between
Western Capital Technologies, LLC, as Lessor,
and
Invitae Corporation, as Lessee (the "Lease")

Ladies/Gentlemen:

Notwithstanding anything to the contrary contained in the above referenced Agreement, and to the limited extent hereof, this letter agreement amends and supersedes the Agreement and is hereby incorporated by reference therein. This Addendum "One" shall apply to each and every Rental Schedule.

In Section 26. of the Master Lease Agreement, the language
"and if to Lessee, notices shall be sent to its address shown on the Lease,"
shall be replaced with:
"All notices to Lessee shall be sent to "Invitae Corporation, Attn: General Counsel, 1400 16th Street, San Francisco, CA 94103, with an email copy to legal@invitae.com.,"

The following language shall be deleted from Section 9. PURCHASE OPTION; AUTOMATIC RENEWAL; RETURN OF EQUIPMENT of the MASTER LEASE AGREEMENT

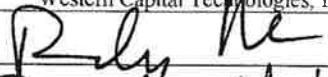
"If no "Default" (as hereinafter defined) exists under the Lease, Lessee will have the option at the end of the Initial Term or any renewal or extension term to purchase all (but not less than all) of the Equipment shown on the applicable Schedule for its fair market value ("FMV"), plus any applicable fees and Taxes. Lessee must give Lessor at least 90 days written notice (but not more than 150 days) before the end of the then current Term of the Lease that Lessee will purchase the Equipment or that Lessee will deliver the Equipment to Lessor. If Lessee does not give Lessor such written notice, does not purchase or deliver all (but not less than) all of the Equipment free of all advertising or insignia placed thereon by Lessee, fails to complete any necessary repairs or replacements, or fails to comply with the return conditions set forth in Section 7, the Lease will automatically renew for an additional six (6) month term and thereafter renew for successive one month terms until Lessee delivers the Equipment to Lessor in accordance with this Agreement or purchases the Equipment. During such renewal(s) the Amount of Each Rental Payment will remain the same as set forth in the Schedule. Lessor may terminate any leasehold interest of Lessee during a renewal or extension term of the Lease upon ten (10) days notice to Lessee. FMV shall mean the retail (not wholesale) value of the Equipment as determined by Lessor in Lessor's sole and reasonable judgment. For purposes of determining the Equipment's FMV, it shall be assumed that the Equipment (a) is in the condition in which it is to be maintained under the terms of the Lease and (b) is installed and in operation. Upon payment of the "Purchase Option" price to Lessor plus all applicable taxes and all sums due under the Lease, Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representations or warranties whatsoever and the Lease will terminate. "

In all other respects, the terms and conditions of the Agreement, as originally written, shall remain in full force and effect. The terms of this letter agreement have been negotiated and jointly drafted by the undersigned and therefore, the language of the letter agreement shall not be construed in favor or against any party. The undersigned represent that they have the authority to enter into this letter agreement as indicated under the Certificate of Incumbency and/or Secretary's Certificate related to the Agreement. Please acknowledge your acceptance of the changes by your signature below.

Accepted and Agreed to by:

Accepted and Agreed to by:

Lessee: Invitae Corporation
Signature: 
Name: Roxi Wen
Title: CFO
Date: August 10, 2021


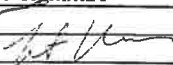
Lessor: Western Capital Technologies, LLC
Signature: 
Name: Randy Meinte
Title: Senior Vice President
Date: August 13, 2021

CORPORATION CERTIFICATE OF INCUMBENCY AND AUTHORITY


MASTER LEASE AGREEMENT NO. WCT3052021

THE UNDERSIGNED DOES REPRESENT AND WARRANT the following: (i) I am the Secretary of Invitae Corporation, a(n) Delaware corporation ("Corporation"); (ii) that as of the date of the Master Lease Agreement No. [-Master Lease Number-] ("the Lease"), the person(s) whose name, title, and signature appears below, acting together or any one acting alone, is (are) authorized to execute, on behalf of the Corporation, documents and instruments in conjunction with the Lease of personal property (the "Property") from Western Capital Technologies, LLC ("Lessor"); (iii) the execution and delivery of such documents and instruments, and performance of the terms thereof, are not prohibited, or in any manner restricted, by the terms of this Corporation's Articles of Incorporation, its By-Laws, or any loan agreement, indenture, or contract to which this Corporation is a party; (vi) this Corporation is duly organized and validly existing in good standing under the laws of the above-referenced state of its incorporation, is duly qualified to do business in each jurisdiction where the Property is, or will be, located, has full corporate power and authority to hold Property and to enter into and perform its obligations under the Lease; and, (v) all information provided by this Corporation to Lessor including, without limitation, the Corporation's legal name, organizational structure, financial statements, state of incorporation/formation and location of its chief executive office is true and correct.

The undersigned further represents and warrants that any actions previously taken by any officers or employees of this Corporation, or any one of them acting alone, in connection with the obtaining of the Lease, and all other actions taken incidental thereto, were authorized pursuant to the authority granted to such officers or employees.

Name	Title		Sample Signature
Roxi Wen	CFO	X	
Robert Werner	CAO	X	
		X	

I hereby attest that this information is true and correct as of this 11th day of August, 2021.

Lessee: Invitae Corporation
 Signature: 
 Name: Tom Brida
 Title: General Counsel and Secretary

A DIFFERENT AUTHORIZED OFFICER SIGNATURE OTHER THAN THE SIGNER(S) LISTED ABOVE IS REQUIRED.

LANDLORD WAIVER AND CONSENT

This Landlord Waiver and Consent is effective on the last date of Signature below ("Effective Date") is Executed by between 1400 16th St, LLC (the "Landlord"), Invitae Corporation ("Lessee"), whose address is 1400 16th Street, San Francisco, CA 94103, and Western Capital Technologies, LLC ("WCT"), whose address is 23193 La Cadena, Suite 102 Laguna Hills, Ca 92653.

RECITALS

A, 1400 16th Street, LLC ("Landlord") is the owner and/or lessor of real property commonly known as 1400 16th Street (the "Premises") at 1400 16th Street, San Francisco, CA94103. Landlord provides certain space within the Premises (the "Leased Premises") to Lessee pursuant to a lease agreement between Landlord and Lessee (the "Real Property Lease"). Lessee will maintain on the Premises certain Equipment owned by WCT, but leased to Lessee from time to time (the "Equipment") pursuant to a Master Lease Agreement and schedules thereto between Lessee and WCT (the "Equipment Lease").

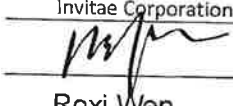
B.WCT requires this Waiver as a condition to the making of the Equipment Lease Agreement.

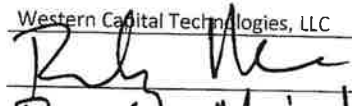
AGREEMENT

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, 1400 16th Street, LLC ("Landlord"), Lessee and WCT hereby agree as follows:

1. Landlord waives and releases each and every right which Landlord now has under applicable law, by virtue of the Real Property Lease, or otherwise, to levy or distrain upon the Equipment in connection with collecting amounts owed by Lessee to Landlord, in arrears, in advance or both, or to claim or assert title to the Equipment. Landlord further agrees that (a) neither the Equipment nor any item thereof shall become part of, or otherwise be or become a fixture attached to the Leased Premises, notwithstanding the manner of the Equipment's annexation, the Equipment's adaptability to the uses and purposes for which the Leased Premises are used, and the intentions of the party making the annexation; and (b) the Equipment (or any item thereof) may be repossessed by WCT upon reasonable written notice and with Landlord's reasonable agreement as to a mutually convenient time at which WCT may access the Equipment. WCT, and any of its agents and employees, may, subject to Landlord's then-current rules, regulations, policies and procedures, if necessary, may enter upon the Leased Premises for the purpose of preparing for transport, disassembling, dismantling, loading and/or removing the Equipment or any item thereof.
2. Lessee does hereby irrevocably authorize WCT, or its respective agents or representatives, to enter upon the Leased Premises for the purpose of exercising any right it may have under the terms of the Equipment Lease, including, without limitation, the right to remove Equipment; provided, however, that if WCT, in removing the Equipment, damages any improvements of Landlord on the Premises or Leased Premises, WCT will, at its expense, cause same to be repaired.
3. Landlord shall have no liability to Lessee if Landlord permits WCT, or its respective agents or representatives, access to the Equipment, and WCT hereby agrees that it will enter the Premises only for the purpose of exercising any right it may have under the terms of the Equipment Lease. In the event WCT fails to comply with the preceding sentence, Landlord shall have no liability to Lessee. Furthermore, Landlord shall not be liable to Lessee if WCT, or its respective agents or representatives, removes items that are not Equipment.
4. This Waiver in no way limits Landlord's rights to move and store the Equipment or ship it to WCT in the event of termination or expiration of the Real Property Lease.
5. This Waiver and all rights hereby granted to Lessor hereunder shall remain in effect for the term of the Real Property Lease, unless otherwise agreed to by the parties hereto in writing. All the terms and provisions of this Waiver shall be binding on and inure to the benefit of the respective successors and assigns of Landlord and WCT. The rights and benefits of this Waiver may be assigned or transferred by WCT to a third party who may be a secured party and/or an assignee. This Waiver shall be governed by and construed in accordance with the laws set forth in the location where the Premises are located.
6. This Waiver shall expire and be of no force or effect unless it is signed by all parties and Landlord has received a fully executed copy within ten (10) business days of Lessee's signature.

IN WITNESS WHEREOF, Landlord, Lessee, and WCT have executed this Waiver as of the Effective Date

Company Name: Invitae Corporation
 Authorized Signature: 
 Printed Name: Roxi Wen
 Title: CFO
 Date Signed: August 10, 2021

Company Name: Western Capital Technologies, LLC
 Authorized Signature: 
 Printed Name: Randy Meinle
 Title: Senior Vice President
 Date Signed: August 13, 2021

Company Name: 1400 16th Street, LLC
 Authorized Signature: _____
 Printed Name: _____
 Title: _____

Date Signed:

INSTRUCTIONS TO INSURANCE AGENT

INSURANCE CO.: Woodruff-Sawyer (Chubb)

PLEASE PROVIDE NAME, ADDRESS, AND PHONE NUMBER OF YOUR PROPERTY INSURANCE AGENCY

PHONE NUMBER: (415) 402-6618

CONTACT NAME: Laura Malasig

FROM:

*Invitae Corporation
1400 16th Street
San Francisco, CA 94103*

We have entered into a lease agreement with Western Capital Technologies, LLC for the following equipment, with a value of:

Equipment Value: \$3,292,600.00
Equipment: Four(4) Illumina NovaSeq 6000 Sequencing Systems
Equipment Location: 1400 16th Street
San Francisco, CA 94103

This is a net lease and we are responsible for the insurance cost. Please see that we have immediate coverage and notify Western Capital Technologies, LLC at once in the form of a copy of the insurance policy or certificate of insurance. If the latter is sent, please include therein the standard 10-day notice of cancellation clause.

Certificate Holder:

*Western Capital Technologies, LLC and/or its assigns
MassMutual Asset Finance LLC
23193 La Cadena, Suite 102 Laguna Hills, Ca 92653*

PHYSICAL DAMAGE: Insurance is to be provided for fire, theft, extended coverage, vandalism and malicious mischief for the full value of the equipment, but in any event not less than the Stip Loss Value as indicated in the applicable Lease Schedule. Western Capital Technologies, LLC and/or its assigns MassMutual Asset Finance LLC is to be named as **Lender's Loss Payee as its interest may appear.**

LIABILITY: Coverage should be written with minimum limits of not less than \$2,000,000. Western Capital Technologies, LLC and/or its assigns is to be named as **Additional Insured.**

Sincerely,

X


Printed Name

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141			
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com			
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 15685 - WINMARK <table border="1" style="width: 100%;"> <tr> <td style="width: 60%;"> Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 </td> <td style="width: 40%; text-align: center; vertical-align: middle;"> DEDE </td> </tr> </table>		Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	DEDE		

File with: Secretary of State, DE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20223303518 4/19/2022 SS DE	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
--	---

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: Debtor or Secured Party of record
 AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
MASSMUTUAL ASSET FINANCE LLC			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
MASSMUTUAL ASSET FINANCE LLC			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		
			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
TWO HAMPSHIRE STREET, SUITE 101	FOXBOROUGH	MA	02035	USA

8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:
 Partial Assignment of collateral described on Rental Schedule No 1, described as (4) NovaSeq 6000 with serial numbers: A01531, A01719, A01721, A01745 with all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral and equipment.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME			
Western Capital Technologies, LLC			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:** Debtor Name: Invitae Corporation
 82631643 tbd Invitae #1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
801 ADLAI STEVENSON DR [230674591] SPRINGFIELD, IL 62703 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 04:41 PM 04/19/2022
U.C.C. Initial Filing No: 2022 3303518
Service Request No: 20221525200

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME INVITAE CORPORATION			
OR	1b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS CORPORATION TRUST CENTER 1209 ORANGE ST		CITY WILMINGTON	STATE DE
		POSTAL CODE 19801	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME WESTERN CAPITAL TECHNOLOGIES, LLC			
OR	3b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 23193 LA CADENA, SUITE 102		CITY LAGUNA HILLS	STATE CA
		POSTAL CODE 92653	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:
Whether the listed property and equipment is in place now or acquired later; software, furniture, fixtures, equipment, general intangibles, all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral and equipment described herein whether added now or later and now or hereafter leased by Western Capital Technologies, LLC to Invitae Corporation wherever located and subject to Master Lease Agreement No. WCT3052021, Rental Schedule No. 1, 2, 3, 4 including but not limited to the equipment described above plus all enhancements, upgrades, new versions or modifications, all products and produce of any of the equipment and property; all accounts, general intangibles, goods, instruments, rents, monies, payments and all other rights arising out of a sale, lease or other disposition of any of the property; all proceeds (including insurance proceeds) from the sale, destruction loss or other disposition of any of the property and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer whether due to lodgment, settlement or other process; all records and data relating to any of the equipment, whether in the form of a written photograph, microfilm, digital image, photograph, microfilm, microfiche or electronic media. Together with all of debtor's right, title, license to use and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

	9a. ORGANIZATION'S NAME	
OR	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME. Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

	10a. ORGANIZATION'S NAME				
OR	10b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	

11. ADDITIONAL SECURED PARTY'S NAME **or** **ASSIGNOR SECURED PARTY'S NAME:** Provide only one name (11a or 11b)

	11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):
electronic media or use the equipment hereunder. Four (4) NovaSeq 6000 With Serial Numbers A01531 A01719 A01721 A01745
Collateral Description - please see attached

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) **14. This FINANCING STATEMENT:**
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

<p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>16. Description of real estate:</p>
---	---

17. MISCELLANEOUS:

Exhibit "A" to
UCC Financing Statement

Whether any of the listed property and equipment is in place now or acquired later, software, furniture, fixtures, equipment, general intangibles, all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral and equipment described herein whether added now or later and now or hereafter leased by Western Capital Technologies, LLC to Invitae Corporation wherever located and subject to Master Lease Agreement No. WCT3052021, Rental Schedule No. 1, 2, 3, 4 including but not limited to the equipment described above plus all enhancements, upgrades, new versions or modifications, all products and produce of any of the equipment and property, all accounts, general intangibles, goods, instruments, rents, monies, payments and all other rights arising out of a sale, lease or other disposition of any of the property, all proceeds (including insurance proceeds) from the sale, destruction loss or other disposition of any of the property and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer whether due to lodgment, settlement or other process, all records and data relating to any of the equipment, whether in the form of a written photograph, microfilm, digital image, photograph, microfilm, microfiche or electronic media. Together with all of debtor's right, title, license to use and interest in and to all computers software required to utilize, create, maintain, and process any such records or data on electronic media or use the equipment hereunder.

No. 1

Description of Property: Four (4) NovaSeq 6000 With Serial Numbers A01531 A01719 A01721 A01745
Location of Property: 1400 16th St San Francisco, Ca, 94103-5110

No. 2

Description of Property: Two (2) Illumina NovaSeq 6000 Sequencing Systems
Location of Property: 1001 Airport Blvd, Morrisville, NC, 27560

No. 3

Description of Property: Agilent Equipment
Location of Property: 1001 Airport Blvd, Morrisville, NC, 27560

From Quote 3736801

Product/Description Qty

1000 G5563GA 1.000 EA

Bravo Liquid Handler Bundle The default standard height Bravo Bundle includes Bravo Liquid Handling Platform with Gripper, 96LT Pipetting Head, Laptop, VWorks Automation Software Kit, 8 standard deck pads, and 1 passive alignment station With the following configuration:

- Disposable Tip Head Options : 96 Disposable Tip Hd; LT (DEF)
- Delete: Light Curtain Quantity (1)
- Orbital shaker Quantity (1)
- Bravo risers, 146mm Quantity (1)

2000 G5594G 1.000 EA

Default bundle includes BenchCel Microplate Handler (2R, 4R or 6R) and required accessories to upgrade the Bravo Liquid Handling System Platform into a Bravo BenchCel Workstation With the following configuration:

- Top Loading Rack, 660 mm Quantity (4)
- BenchCel 4R Configuration Quantity (1)
- Add BenchCel Risers + Labeler iKit Quantity (1)

§

3000 G5594G 1.000 EA 26,263.00 USD 5,252.60- 21,010.40

Default bundle includes BenchCel Microplate Handler (2R, 4R or 6R) and required accessories to upgrade the Bravo Liquid Handling System Platform into a Bravo BenchCel Workstation With the following configuration:

- Top Loading Rack, 660 mm Quantity (4)
- BenchCel 4R Configuration Quantity (1)
- Add BenchCel and PlateLoc Risers iKit Quantity (1)

From Quotation 3732176

Item Product/Description Qty/
1000 G5563GA Quantity (1)

Bravo Liquid Handler Bundle The default standard height Bravo Bundle includes Bravo Liquid Handling Platform with Gripper, 96LT Pipetting Head, Laptop, VWorks Automation Software Kit, 8 standard deck pads, and 1 passive alignment station With the following configuration:

- Replace 96LT Head with 384 ST Head Quantity (1)
- Add: Orbital shaker Quantity (1) § Add: Bravo risers, 146mm Quantity (1)

2000 G5594G Quantity (1)

Default bundle includes BenchCel Microplate Handler (2R, 4R or 6R) and required accessories to upgrade the Bravo Liquid Handling System Platform into a Bravo BenchCel Workstation With the following configuration:

- Top Loading Rack, 660 mm Quantity (4)
- BenchCel 4R Configuration Quantity (1)
- Add BC Risers + PlateLoc/Labeler iKit Quantity (1)

From Quotation3736809

Item Product/Description Qty/

1000 G5563GA Quantity (1)

Bravo Liquid Handler Bundle The default standard height Bravo Bundle includes Bravo Liquid Handling Platform with Gripper, 96LT Pipetting Head, Laptop, VWorks Automation Software Kit, 8 standard deck pads, and 1 passive alignment station With the following configuration:

- Replace 96LT Head with 384 ST Head Quantity (1)
- Add: Orbital shaker Quantity (1)
- Add: Bravo risers, 146mm Quantity (1)

2000 G5594G Quantity (1)26,263.00 USD 5,252.60- 21,010.40

Default bundle includes BenchCel Microplate Handler (2R, 4R or 6R) and required accessories to upgrade the Bravo Liquid Handling System Platform into a Bravo BenchCel Workstation With the following configuration:

Top Loading Rack, 660 mm Quantity (4)

BenchCel 4R Configuration Quantity (1)

Add BenchCel Risers + Labeler iKit Quantity (1)

3000 G5594G Quantity (1)

Default bundle includes BenchCel Microplate Handler (2R, 4R or 6R) and required accessories to upgrade the Bravo Liquid Handling System Platform into a Bravo BenchCel Workstation With the following configuration:

Top Loading Rack, 660 mm Quantity (4)

BenchCel 4R Configuration Quantity (1)

Add BenchCel and PlateLoc Risers iKit Quantity (1)

No. 4

Description of Property: Four Extraction STAR, Four platefill STAR and one Reagent manufacturing STAR from Hamilton

Location of Property:

1400 16th St.

San Francisco, CA 94103

Exhibit "A" to
UCC Financing Statement

Whether any of the listed property and equipment is in place now or acquired later, software, furniture, fixtures, equipment, general intangibles, all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral and equipment described herein whether added now or later and now or hereafter leased by Western Capital Technologies, LLC to Invitae Corporation wherever located and subject to Master Lease Agreement No. WCT3052021, Rental Schedule No. 1, 2, 3, 4 including but not limited to the equipment described above plus all enhancements, upgrades, new versions or modifications, all products and produce of any of the equipment and property, all accounts, general intangibles, goods, instruments, rents, monies, payments and all other rights arising out of a sale, lease or other disposition of any of the property; all proceeds (including insurance proceeds) from the sale, destruction loss or other disposition of any of the property and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer whether due to lodgment, settlement or other process; all records and data relating to any of the equipment, whether in the form of a written photograph, microfilm, digital image, photograph, microfilm, microfiche or electronic media. Together with all of debtor's right, title, license to use and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media or use the equipment hereunder.

Four (4) NovaSeq 6000 With Serial Numbers A01531 A01719 A01721 A01745
1400 16th St San Francisco, Ca, 94103-5110

EXHIBIT B

A2

MASS MUTUAL NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to that certain Master Lease dated as of August 18, 2021 2021 (the "Lease"), between Western Capital Technolo LLC ("Lessor"), and Invitae Corporation ("Lessee").


Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Lessor has assigned to MassMutual Asset Finance LLC ("Assignee"), whose offices are at Two Hampshire Street, Suite 101, Foxborough, MA 02035, all right, title, interest and obligations of Lessor in and to Equipment Schedule No. 1 executed pursuant to the Lease (collectively, the "Designated Schedule"), the equipment described on the Designated Schedule (the "Equipment") and the Lease solely to the extent related to the Designated Schedule. From and after the date of this Notice, all payments of rent and other sums now or hereafter becoming due pursuant to the Designated Schedule or with respect to the Equipment shall be paid directly to Assignee as Assignee shall direct in Assignee's invoices.

In recognition of Assignee's reliance upon this Notice and Acknowledgment of Assignment, Lessee certifies, confirms and agrees as follows:

1. The Lease and the Designated Schedule have been duly authorized, executed and delivered by Lessee; constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof; are in full force and effect on the date of execution of this notice by such party; are free from all defenses, set-offs and counterclaims; and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease has occurred.
2. There are no modifications, amendments or supplements to the Designated Schedule or the Lease which relate to the Designated Schedule; and any future modification, termination, amendment or supplement to the Designated Schedule or the Lease which relates to the Designated Schedule, or settlement of amounts due thereunder which relates to the Designated Schedule, shall be ineffective without Assignee's prior written consent.
3. There has been no prepayment of rent or other sums payable under the Designated Schedule and no casualty has occurred with respect to the Equipment.
4. Lessee acknowledges and agrees that (i) Assignee shall be the owner of the Equipment and Lessor shall have no interest or authority of any nature regarding the Equipment or the Designated Schedule, (ii) Lessee will deal exclusively with respect to the Designated Schedule with Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee relating to the Designated Schedule and the Equipment to Assignee at the address listed above, (iii) so far as enforcement of the Designated Schedule is concerned, notwithstanding the existence of other schedules or supplements thereto, the Designated Schedule is separate and severable and Assignee may take enforcement action independently of other lessors, equipment owners or financing parties having an interest in the Lease and other equipment schedules not included in the Designated Schedule, and (iv) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm the vesting of rights under the Lease in Assignee and Assignee's ownership of the Equipment.
5. Lessee has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Designated Schedule or the rents reserved thereunder.
6. Lessee will keep the Lease, the Designated Schedule and the Equipment free and clear of all liens and encumbrances (other than the interest of Lessor, Assignee or parties claiming by, through or under them).
7. All representations and duties of Lessor intended to induce Lessee to enter into the Lease, whether required by the Lease or otherwise, have been fulfilled.
8. Lessee has executed one (1) original of the Designated Schedule (which was delivered to Lessor), and currently has no original of the Designated Schedule in its possession.
9. All representations and warranties of the Lessee in the Lease are true and correct.
10. There are 33.38 remaining monthly rentals under the Designated Schedule, due on the first day of each month each in the amount of \$101,665.61.

Accepted and agreed

Lessee: Invitae Corporation
 Signature: 

Lessor: Western Capital Technologies, LLC
 Signature: 
 Date: August 18, 2021

Name: Roxi Wen
Title: CFO

Name: Randy Meinte
Title: Senior Vice President

MASSMUTUAL ASSET FINANCE LLC
Assignee

Signature: *Alison Oldmixon*
Name: Alison Oldmixon
Title: Vice President

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

**GELLERT SCALI BUSENKELL &
BROWN, LLC**

Holly Smith Miller (No. 2006- 3052)
901 Market Street, Suite 3020, 3rd Floor
Philadelphia, Pennsylvania 19107 Tel:
215-238-0012
E-mail: hsmith@gsbblaw.com

Case No.: 24-11362

Chapter: 11

-and-

VERRILL DANA LLP

Thomas O. Bean, Esq.
Nathaniel R. Hull, Esq.
One Federal Street, 20th Floor
Boston, Massachusetts 02110
Tel: 617-309-2606
E-mail: tbean@verrill-law.com
nhull@verrill-law.com

Counsel for MassMutual Asset Finance LLC

In Re:

Invitae Corporation, et al.

Adv. No.: Click or tap here to enter text.

Hearing Date: March 15, 2024 at 10:00 a.m.

Judge: Michael B. Kaplan

CERTIFICATION OF SERVICE

1. I, Holly S. Miller:

represent MassMutual Asset Finance LLC in this matter.

am the secretary/paralegal for [Click or tap here to enter text.](#), who represents [Click or tap here to enter text.](#) in this matter.

am the [Click or tap here to enter text.](#) in this case and am representing myself.

2. On March 13, 2024, I sent a copy of the following pleadings and/or documents to the parties listed in the chart below.

MassMutual Asset Finance’s Limited Objection and Reservation of Rights with Respect to Final Approval of Debtors’ Cash Collateral Motion

3. I certify under penalty of perjury that the above documents were sent using the mode of service indicated.

Date: March 13, 2024

/s/ Holly S. Miller
 Signature

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
COLE SCHOTZ P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq. Felice R. Yudkin, Esq. Daniel J. Harris, Esq. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com dharris@coleschotz.com	Proposed Counsel to Debtors	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other CM/ECF and/or email (As authorized by the Court or by rule. Cite the rule if applicable.)
Lauren Bielskie, Esq. Office of the U.S. Trustee One Newark Center, Suite 2100 Newark, NJ 07102 Email: lauren.bielskie@usdoj.gov	Office of the U.S. Trustee	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other CM/ECF and email (As authorized by the Court or by rule. Cite the rule if applicable.)
Jeffrey M. Sponder, Esq. Office of U.S. Trustee One Newark Center Newark, NJ 07102 Email: jeffrey.m.sponder@usdoj.gov	Office of the U.S. Trustee	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other CM/ECF and/or email

		(As authorized by the Court or by rule. Cite the rule if applicable.)
<p>PORZIO, BROMBERG & NEWMAN, P.C. 100 Southgate Parkway P.O. Box 1997 Morristown, New Jersey 07962 Warren J. Martin Jr., Esq. (wjmartin@pbnlaw.com) John S. Mairo, Esq. (jsmairo@pbnlaw.com) Christopher P. Mazza, Esq. (cpmazza@pbnlaw.com)</p>	<p>Proposed Counsel for the Official Committee of Unsecured Creditors</p>	<p><input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other CM/ECF and/or email (As authorized by the Court or by rule. Cite the rule if applicable.)</p>
<p>WHITE & CASE LLP 1221 Avenue of the Americas New York, New York 10020 J. Christopher Shore, Esq. (cshore@whitecase.com) Harrison Denman, Esq. (harrison.denman@whitecase.com) Andrew Zatz, Esq. (azatz@whitecase.com) Samuel P. Hershey, Esq. (sam.hershey@whitecase.com) Ashley Chase, Esq. (ashley.chase@whitecase.com) Brett Bakemeyer, Esq. (brett.bakemeyer@whitecase.com)</p>	<p>Proposed Counsel for the Official Committee of Unsecured Creditors</p>	<p><input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other CM/ECF and/or email (As authorized by the Court or by rule. Cite the rule if applicable.)</p>

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Joshua A. Sussberg, P.C. Nicole L. Greenblatt, P.C. Francis Petrie, Esq. Jeffrey Goldfine, Esq. 601 Lexington Avenue New York, New York 10022 joshua.sussberg@kirkland.com nicole.greenblatt@kirkland.com francis.petrie@kirkland.com jeffrey.goldfine@kirkland.com	Proposed Counsel to the Debtors	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other CM/ECF and/or email (As authorized by the Court or by rule. Cite the rule if applicable.)
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Spencer A. Winters, P.C. 300 North LaSalle Chicago, Illinois 60654 spencer.winters@kirkland.com	Proposed Counsel to the Debtors	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other CM/ECF and/or email (As authorized by the Court or by rule. Cite the rule if applicable.)
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other Click or tap here to enter text. (As authorized by the Court or by rule. Cite the rule if applicable.)
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other Click or tap here to enter text. (As authorized by the Court or by rule. Cite the rule if applicable.)
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other Click or tap here to enter text.

		(As authorized by the Court or by rule. Cite the rule if applicable.)
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rev.8/1/16