

GELLERT SEITZ BUSENKELL & BROWN, LLC

Holly Smith Miller
901 Market Street, Suite 3020, 3rd Floor
Philadelphia, Pennsylvania 19107
Tel: 215-238-0012
E-mail: hsmith@gsbblaw.com

VERRILL DANA, LLP

Thomas O. Bean (*admitted pro hac vice*)
Nathaniel R. Hull (*admitted pro hac vice*)
One Federal Street, 20th Floor
Boston, Massachusetts 02110
Tel: 617-309-2600
E-mail: tbean@verrill-law.com
E-mail: nhull@verrill-law.com

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

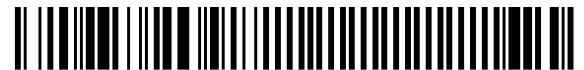
In re:	§	Chapter 11
INVITAE CORPORATION, et al.,	§	Case No. 24-11362 (MBK)
Debtors¹	§	(Jointly Administered)
	§	
	§	

LIMITED OBJECTION AND RESERVATION OF RIGHTS OF MASSMUTUAL ASSET FINANCE, LLC WITH RESPECT TO DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING BIDDING PROCEDURES AND BID PROTECTIONS, (II) SCHEDULING CERTAIN DATES AND DEADLINES WITH RESPECT THERETO, (III) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES, (V) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF ASSUMED CONTRACTS, AND (VI) AUTHORIZING THE SALE OF ASSETS
(Related to ECF Nos. 19 and 364)

and

LIMITED OBJECTION OF MASSMUTUAL ASSET FINANCE, LLC TO NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Related to ECF No. 365)

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.



MassMutual Asset Finance, LLC (“**MMAF**”), a prepetition over-secured lender under that certain *Master Lease Agreement No. WCT305202*, Equipment Schedule 1 thereto, and documents executed in connection therewith and relating thereto (collectively, the “**Financing Agreement**”) between MMAF, as assignee of Western Capital Technologies, LLC, and Debtor, Invitae Corporation (the “**Debtor**”), submits this *Limited Objection and Reservation of Rights* to: (A) the final approval of a Sale Transaction² pursuant to the *Debtors’ Motion for Entry of an Order (I) Approving Bidding Procedures and Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, and (VI) Authorizing the Sale of Assets* [ECF No. 19] (the “**Sale Motion**”), and the proposed order with respect thereto [ECF No. 364]; and (B) the *Notice To Contract Parties To Potentially Assumed Executory Contracts And Unexpired Leases* [ECF No. 365] (the “**Assumption Notice**”).

In brief, this Court should deny the Sale Motion as it pertains to MMAF’s collateral because the Debtor has failed to and cannot satisfy any of the subsections of 11 U.S.C. § 363(f) with respect to the proposed sale of such collateral “free and clear of liens, claims and encumbrances.” It should also deny the Debtor’s proposed assumption and assignment of the Financing Agreement because the Financing Agreement evidences a secured loan not assumable and assignable under section 363(c)(2).

In support thereof, MMAF respectfully states as follows:

² Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Sale Motion. By email dated April 26, 2024, the Debtors extended MMAF’s deadline to object to the Sale Motion and Assumption Notice to noon on Thursday, May 2, 2024.

I. Overview of MMAF's Objections

1. Pursuant to the Financing Agreement, MMAF holds a claim against the Debtor secured by a duly perfected and validly enforceable first priority security interest in and to four (4) NovaSeq 6000 Sequencing Systems with Serial Numbers A01531, A01719, A01721, and A01745 and, collectively, with the assets related to that equipment, including substitutions and replacements and proceeds thereof (the “**MMAF Collateral**”).³

2. Notwithstanding the title of the financing document as a “Lease,” paragraph 2 of Schedule 1 thereto—the schedule pursuant to which MMAF financed the Debtor’s acquisition of the MMAF Collateral – states:

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.

See Equipment Schedule 1 to the Master Lease, along with certain of the other documents comprising the Financing Agreement, attached hereto as Exhibits A-G.

³ Each and every description in this objection 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 Objection and any such document, the relevant document shall control.

3. Based on the Financing Agreement, MMAF is a secured creditor rather than a lessor; the Debtor, while reserving its rights only as to the validity of MMAF's liens, has agreed that MMAF is a secured lender. Specifically,

A. In its *Reply To Objection Of The Official Committee Of Unsecured Creditors To Final Approval Of Debtors' Cash Collateral Motion* [ECF No. 161] (the "**Cash Collateral Reply**") to MMAF's Limited Objection to that cash collateral motion, the Debtors wrote:

Based on the Debtors' current review, the Debtors believe that MMAF holds 'Prior Permitted Liens' within the meaning of the proposed Final Order [on four pieces of equipment that the Debtor's use in their business], and as such, MMAF's liens are not subject to adequate protection priming liens or equal adequate protection liens in favor of the Prepetition Secured Parties. The Debtors have confirmed as much to counsel to MMAF, subject to a reservation of rights as to the validity of the liens.

See ECF No. 161, ¶ 31.

B. On April 10, 2024, MMAF timely

i. filed a proof of secured claim in the amount of \$1,191,111.01 against the Debtor (the "**MMAF Claim**"). In that proof of claim, MMAF valued its collateral at \$1,700,000. See Exhibit H (*Addendum to Proof of Claim of MassMutual Asset Finance LLC*), ¶

4. As paragraph 14 of the Financing Agreement entitles MMAF to its reasonable attorneys' fees and costs after a default such as a bankruptcy filing,⁴ and MMAF is an over-secured creditor, it is entitled to payment of its reasonable attorneys' fees and costs, as well as other amounts due under the Financing Agreement (the "**Loan Obligations**"); and

ii. submitted a protective credit bid for the MMAF Collateral by delivering to Moelis & Company LLC, the Debtor's investment banker, capital markets advisor,

⁴ See paragraph 14 of Exhibit A hereto.

and financial advisor, a marked form of the Form Asset Purchase Agreement. Upon submitting its credit bid, pursuant to the Bidding Notice, MMAF was deemed to be an Acceptable Bidder, deemed to have submitted a Qualified Bid. In the form of APA it submitted to the Debtors, MMAF specifically reserved the right to increase, but not decrease, its credit bid for the MMAF Collateral.

4. Pursuant to Paragraph 52 of the Sale Motion, the Debtors seek authority to convey the Assets, including the MMAF Collateral, to the Successful Bidder “free and clear of all encumbrances, with any such encumbrances to attach to the proceeds of the Sale Transaction(s).” Sale Motion [ECF No. 19], ¶ 19. Thus, the Debtors propose to transfer the MMAF Collateral to the Successful Bidder “free and clear” of its duly perfected and validly enforceable first priority liens. To do so, it must satisfy the requirements of section 363(f) of the Bankruptcy Code and, if it is able to do so, such sale shall be conditioned upon the provision of adequate protection under section 363(e).

5. On April 25, 2024, the Debtors’ filed a

A. proposed order seeking approval of the sale of its Assets—including the MMAF Collateral – to the Buyer, “free and clear of all liens, claims and encumbrances.” [ECF. No. 364]. Neither that proposed order nor the APA attached thereto specifies how the Debtors propose to satisfy any of the subsections of Bankruptcy Code section 363(f) with respect to the MMAF Collateral, or provide MMAF with adequate protection of its liens as required by section 363(e); and

B. The Assumption Notice and an Exhibit A thereto entitled, “Schedule of Assumed and Assigned Executory Contracts and Unexpired Leases.” Notwithstanding the Debtors’ acknowledgement in the Cash Collateral Reply that MMAF was a secured creditor, the Debtor proposes – on page 361 of Schedule A to the Assumption Notice – to assume and assign to

the Buyer the Financing Agreement executed originally with MMAF's assignor, Western Capital Technologies, LLC.

6. MMAF files this Objection (a) because the Debtor has not satisfied any of the subsections of section 363(f) and MMAF does not want to be deemed to have consented to the sale of its collateral by failing to object; (b) to request that it (i) be paid the full amount of the then outstanding amount of the Loan Obligations at the closing of the sale of the Assets or (ii) if the Debtor does not pay MMAF until after closing, including on the effective date of a plan of reorganization, that the Debtor deposits an amount of cash equal to the value of MMAF's collateral – \$1.7 million – into an account separate from any other account into which the Debtors' assets are deposited pursuant to an escrow agreement with MMAF satisfactory in form and substance to MMAF to which MMAF's first priority and validly perfected lien attaches without further action of MMAF, with no junior liens attaching to such proceeds, and with a bar to any other liens being placed on such funds, pending agreement between MMAF and the Debtors or further order of this Court; and (c) to object to the Debtor's apparent effort to assume and assign the Financing Agreement to the Buyer even though the Financing Agreement is not assumable and assignable under Bankruptcy Code section 365(a) and (c)(2).

II. General Background

7. On February 13, 2024 (the "**Petition Date**"), Invitae Corporation and affiliated debtors (collectively, the "**Debtors**") each filed a voluntary petition for bankruptcy relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of New Jersey (the "**Court**").

8. On February 14, 2024, the Debtors filed the Sale Motion.

9. Pursuant to the Sale Motion, the Debtors seek, among other things, authority to enter into the sale of all or substantially all of their Assets to one or more Successful Bidders “free and clear.”

10. On February 16, 2024, the Court entered the *Order (I) Approving Bidding Procedures and Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, and (VI) Authorizing the Sale of Assets* [Docket No. 57] (the “**Bid Order**”), approving, among other things, the Bidding Procedures attached thereto as Exhibit 1 (the “**Bidding Procedures**”).

11. The Bid Order authorizes the Debtors to, among other things, solicit bids and hold an Auction for the sale of the Debtors’ Assets, after which the Debtors may, in accordance with the Bid Order and pursuant to the Bidding Procedures, select one or more Successful Bidders.

12. Pursuant to the Bidding Procedures, MMAF is a “Secured Creditor” with respect to the MMAF Collateral.

III. MMAF’s Objection to the Proposed Sale of its Collateral

13. To sell the MMAF Collateral free and clear of all liens, claims and encumbrances, the Debtors must satisfy at least one of the sub-sections of 11 U.S.C. § 363(f). Neither the Sale Motion nor the proposed order with respect thereto identify or address a particular sub-section of 363(f) that purportedly authorizes it to sell MMAF’s Collateral free and clear of MMAF’s liens, claims and encumbrances. Indeed, the Debtors have not even postulated a theory under which they might satisfy one of those sub-sections with respect to a sale in which other senior secured creditors appear to hold claims aggregating more than \$305 million against the Debtors secured

by, among other things, a junior lien on MMAF's collateral, that will yield proceeds of only \$239 million in cash, plus additional non-cash consideration, thus making satisfaction of section 363(f)(3) impossible. *See* Dkt. No. 202 (Debtor Invitae Corporation's *Schedule D* listing only one secured claim, that by U.S. Bank Trust Company, National Association, as Trustee, in the amount of \$305,257,000.00 secured by "All Assets"); *see also* Exhibit I (UCC Financing Statement No: 2023 1724326 identifying the collateral granted to U.S. Bank Trust Company, National Association, as Collateral Agent, as "All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.").

14. Further, 11 U.S.C. § 363(e) provides:

[n]otwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. . . .

Adequate protection under section 363 of the Bankruptcy Code, in the context of a sale "free and clear" as proposed by the Debtors, inherently requires relief that ensures that MMAF receive the indubitable equivalent of its secured claim. 11 U.S.C. § 361.

15. While MMAF might consent to the sale of its collateral to the Buyer on terms acceptable to it, the Bankruptcy Code entitles MMAF to protection of its interest in its collateral to enable it to be paid in full on its secured claim. This may be accomplished by payment of the Loan Obligations in full at closing, or by the Debtor depositing an amount equal to the value of MMAF's collateral - \$1.7 million – into an account separate from any other account into which the Debtor's assets are deposited, pursuant to an escrow agreement with MMAF satisfactory in form and substance to MMAF to which MMAF's first priority and validly perfected lien attaches without further action of MMAF, with no junior liens attaching to such proceeds, and with a bar

to any other liens being placed on such funds, pending agreement between MMAF and the Debtors or further order of this Court.

16. Segregating the proceeds of MMAF's collateral from the proceeds of the other secured parties' collateral is essential to (a) avoid any conflict or confusion with other orders of this Court, including the *Final Order Pursuant to Sections 105, 361, 362, 363, 503, and 507 of the Bankruptcy Code and Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure: (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [Dkt. No. 188] (the "**Cash Collateral Order**") as to whether the secured noteholders or MMAF holds the first-priority security interest in the cash proceeds of the sale, and (b) ensure that any funds used by the Debtors in the operation of their business or distributed by the Debtors to creditors, do not jeopardize MMAF's ability to be paid in full on account of the Loan Obligations.

17. More specifically, the Cash Collateral Order provides, in relevant part, that "any amounts generated by the . . . disposition of the Prepetition Collateral . . . after the Petition Date, . . . is the Prepetition Secured Parties' Cash Collateral." Cash Collateral Order, ¶ E(b). MMAF is entitled to be certain the cash proceeds generated by the sale of MMAF's Collateral will not be deemed the "Prepetition Secured Parties' Cash Collateral" or otherwise be encumbered by any liens granted by the Cash Collateral Order. Similarly, MMAF should not be forced to object or respond to each instance in which the Debtors seek to utilize or distribute funds for fear that the use or distribution may deplete its sole remaining source of recovery – the cash proceeds from that sale. Instead, the full value of the MMAF Collateral - \$1,700,000 – should be placed in a deposit account separate from any other account into which the Debtors' assets are deposited until agreement is reached by the Debtors and MMAF or further order of the Court.

IV. MMAF's Objection to the Proposed Assumption and Assignment of the Financing Agreement

18. The Financing Agreement is not an executory contract that may be assumed or assumed and assigned by the Debtors, for at least two reasons:

A. *First*, the Finance Agreement is not an executory contract or unexpired lease. Under section 365 of the Bankruptcy Code, for a debtor to assume and assign a contract, the contract must be executory, that is, a contract is one in which performance remains due to some extent on each side. 11 U.S.C. § 365(a) (“the trustee, subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.”); *Mission Prod. Holdings, Inc. v. Tempnology, LLC*, 139 S. Ct. 1652, 1658 (2019) (“A contract is executory if performance remains due to some extent on both sides.”) (internal quotations omitted). As MMAF has no material ongoing obligations to the Debtors, the Financing Agreement is not an executory contract that may be assumed and assigned.

B. *Second*, even if the Finance Agreement were executory, the Bankruptcy Code expressly prohibits the assumption and assignment of any executory contract or unexpired lease of a debtor, if such contract is a contract to make a loan, or extend other debt financing or financial accommodations, to or for the benefit of the debtor, or to issue a security of the debtor. 11 U.S.C. §365(c)(2). The Financing Agreement fits within the types of contracts excepted by that subsection.

C. Finally, in the unlikely event the Finance Agreement is found to be executory and the Debtor is able to assume and assign it to the Buyer, the cure amount is not \$0.00 as asserted by the Debtor. Rather, it is \$107,771.85 for unpaid amounts that were due May 1, 2024, plus MMAF’s reasonable attorneys’ fees and costs through the date of assumption and assignment.

V. Reservation of Rights

19. This limited objection to the Sale Motion and Assumption Notice is submitted without prejudice to, and with full reservation of, MMAF's rights, claims, defenses, and remedies, including the right to supplement the objection or modify, amend, or withdraw this objection, to seek discovery, to raise additional objections and to introduce evidence at any hearing related to the Sale Motion and/or the Assumption Notice, and without in any way limiting any other rights of MMAF to object to the Sale Motion and/or the Assumption Notice, on any grounds, as may be appropriate, including as to the asserted \$0.00 "cure" amount set forth in the Assumption Notice. MMAF further reserves the right to seek entry of an order granting to MMAF further or additional adequate protection pursuant to sections 361 and 363(e) of the Bankruptcy Code and other related relief.

WHEREFORE, MMAF requests that this Court enter an Order:

1. Denying the Sale Motion as it pertains to the MMAF Collateral unless the Debtor agrees to
 - A. pay MMAF the then outstanding amount of the Loan Obligations immediately upon closing of the sale to the Buyer; or
 - B. deposits an amount equal to the value of MMAF's collateral – \$1.7 million – into an account separate from any other account into which the Debtor's assets are deposited, pursuant to an escrow agreement with MMAF satisfactory in form and substance to MMAF to which MMAF's first priority and validly perfected lien attaches without further action of MMAF with no junior liens attaching to such proceeds and with a bar to any other liens being placed on such funds, pending agreement between MMAF and the Debtors or further order of this Court;

2. Denying the Debtors' proposed assumption and assignment to the Buyer of the Financing Agreement; and

3. Granting MMAF such other relief as may be appropriate and just.

Dated: May 2, 2024
Philadelphia, Pennsylvania

Respectfully submitted,

By: /s/ Holly S. Miller
Holly Smith Miller
**GELLERT SEITZ BUSENKELL & BROWN,
LLC**
901 Market Street, Suite 3020, 3rd Floor
Philadelphia, Pennsylvania 19107
Tel: 215-238-0012
E-mail: hsmith@gsbblaw.com

VERRILL DANA LLP

Thomas O. Bean (*admitted pro hac vice*)
VERRILL DANA, LLP
One Federal Street, 20th Floor
Boston, Massachusetts 02110
Tel: 617-309-2606
E-mail: tbean@verrill-law.com

- and -

Nathaniel R. Hull (*admitted pro hac vice*)
VERRILL DANA, LLP
One Portland Square
Portland, Maine 04101
Tel: 207-253-4726
E-mail: nhull@verrill-law.com

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 costs 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 SUBLICENSE 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 Cadenita, 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: Invitac Corporation
 Signature: 
 Name: Roxi Wen
 Title: CFO
 Date: August 10, 2021

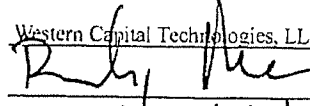
Lessor: Western Capital Technologies, LLC
 Signature: 
 Name: Randy Meinke
 Title: Senior Vice President
 Date: August 13, 2021

Exhibit B

ORIGINAL

RENTAL SCHEDULE

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

1. This Rental Schedule dated and effective as of the 13th day of August, 2021 is attached to and governed by the terms and provisions of the Master Lease Agreement No. WCT3052021 dated August 13, 2021 ("Lease") by and between Western Capital Technologies, LLC ("Lessor") and Invitae Corporation, ("Lessee"), located at: 2021
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

2. 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.
3. 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.
4. 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.
5. 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

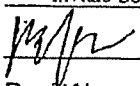
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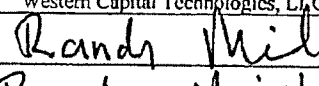
its receipt of the Certificate(s) of Acceptance. Rent in the amount specified above, plus applicable taxes, shall be due on the Lease Commencement Date and on the first day of the Initial Term and on the first day of each month thereafter during the non-cancellable Initial Term and any renewal or extension 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[A] 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

ORIGINAL

Title: CFO

Title: Senior Vice President

ORIGINAL

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.

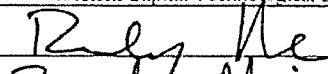
Lessee has provided documentation asserting that sales or use tax on the Equipment or leased property, including services and are not due. The Lessor and Assignee are relying solely on these assertions and documentation provided by the Lessee. As such, in the event either that the exemption is cancelled, 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

ORIGINAL

ADDENDUM "ELECTRONIC SIGNATURE"

to
Rental Schedule No. 1 (the "Schedule"),
to
Master Lease Agreement No. WCT13052021,
by and between
Western Capital Technologies, LLC, as Lessor,
and
Invitac Corporation, as Lessee (the "Lease")

Ladies/Gentlemen:

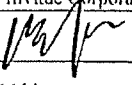
Notwithstanding anything to the contrary contained in the above referenced Agreement, and to the limited extent hereof, this letter agreement amends and supersedes the Agreement and is hereby incorporated by reference therein.

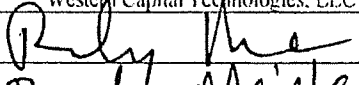
Documents executed, scanned and transmitted electronically and electronic signatures made by Lessee shall be deemed original signatures for purposes of the Master Lease Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. 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: Invitac 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

ORIGINAL

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."

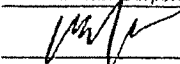
The following language shall be deleted from Section 9. PURCHASE OPTION; AUTOMATIC RENEWAL; RETURN OF EQUIPMENT of the MASTER LEASE AGREEMENT

"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

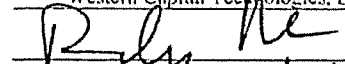
Lessor: Western Capital Technologies, LLC
Signature: 
Name: Randy Meinte
Title: Senior Vice President
Date: August 13, 2021

Exhibit C

ORIGINAL

FINAL CERTIFICATE OF ACCEPTANCE

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

TO: Western Capital Technologies, LLC

RE: Rental Schedule No. 1 to Master Lease Agreement No. WCT3052021 dated as of August 13, 2021 between Invitae Corporation ("Lessee") and Western Capital Technologies, LLC ("Lessor").

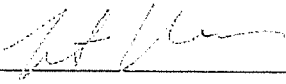
LOCATION(S):

Lessee certifies that all of the Equipment described in Exhibit "A" attached hereto ("Equipment"), including software, was delivered to and installed at the Equipment location(s) specified on Exhibit "A" in good order and condition and acceptable to Lessee, is ready for its intended use as of the date hereof, and is acceptable for maintenance by the maintenance provider, and the quantity, description and serial numbers are correct. The decals, labels, etc., if required and supplied, have been affixed to the above items. Lessee approves payment by Lessor to the Equipment vendor. Lessee further certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease.

This will advise that Lessee is aware of its obligations hereunder and that Lessee agrees to enforce in its own name all warranties, agreements, or representations, if any, which may be made by the Equipment vendor to Lessee. Lessee certifies that the above referenced Equipment was placed in service on February 3, 2022 which shall serve as the Final Acceptance Date and Lease Commencement Date as defined in the Master Lease Agreement referenced above.

Additional Equipment. Lessee further certifies and warrants that, in addition to any other equipment already accepted by Lessee, the Equipment described in the invoices listed below and all other leased Equipment has also been accepted as of the Lease Commencement Date (as that term is defined above), which date shall also constitute the "Acceptance Date" with respect to such equipment:

Sincerely,
LESSEE: Invitae Corporation

Signature: 

Name: Robert Werner

Title: CAO

Date: February 10, 2022

ORIGINAL

EXHIBIT "A" TO FINAL CERTIFICATE OF ACCEPTANCE

Rental Schedule No. 1
Master Lease Agreement No. WCT3052021

Description of Property:
Four(4) Illumina NovaSeq 6000 Sequencing Systems

Location of Property:
1400 16th St San Francisco, Ca, 94103-5110

LESSEE HAS REVIEWED THIS EXHIBIT AND AGREES THE DATA ON THIS EXHIBIT "A" IS ACCURATE IN ALL RESPECTS. ALL ITEMS ON THIS EXHIBIT HAVE BEEN ACCEPTED FOR ALL PURPOSES UNDER THE LEASE.

Signature: 

Name: Robert Werner

Title: CAO

Date: February 10, 2022

Exhibit D

ORIGINAL SL

Closeout Letter Agreement and Payment Authorization

Re: Rental Schedule Number: 1 Master Lease Agreement No.: WCT3052021 (together, the "Lease"), and all related documentation (collectively, the "Agreement")

With reference to the Agreement and to the limited extent hereof, this Letter Agreement amends the Agreement and is hereby incorporated by reference therein. This Letter Agreement is to be construed as supplemental to, and part of, the Agreement.

The following documents are hereby revised:

Document/Section	As Stated:	As Revised
Rental Schedule	"Original Equipment Cost Not Exceeding: \$3,292,600.00"	"Original Equipment Cost Not Exceeding: \$3,446,940.63. The \$3,446,940.63 consists of Illumina equipment purchase by Lessor of \$3,292,600.00 plus upfront sales tax of \$154,340.63."
Rental Schedule	"3. 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."	"3. The Swap Rates have increased from 0.832% to 1.732% as of February 2022 and. The increase in the Amount of Each Rental Payment is \$6,106.24 for an Amount of Each Rental Payment of \$107,771.85."
Rental Schedule	"Amount of Each Rental Payment: \$101,665.61 per month which is (0.030877 of the Original Equipment cost)"	"Amount of Each Rental Payment: \$107,771.85 per month"
Rental Schedule	"The Equipment leased hereunder is as follows: To be more fully described on Exhibit "A" to the Final Certificate of Acceptance"	"The Equipment leased hereunder is as follows: Four (4) NovaSeq 6000 With Serial Numbers A01531 A01719 A01721 A01745"
Exhibit "A" to the Final Certificate of Acceptance	"Description of Property: Four(4) Illumina NovaSeq 6000 Sequencing Systems"	"Description of Property: Four (4) NovaSeq 6000 With Serial Numbers A01531 A01719 A01721 A01745"
Mass Mutual Notice and Acknowledgement of Assignment	"10. There are 33.38 remaining monthly rentals under the Designated Schedule due on the first day of each month in the amount of \$101,665.61."	"10. There are 36 remaining monthly rentals under the Initial Term of Lease for the Designated Schedule due on the first day of each month in the amount of \$107,771.85. In lieu of refunding the Additional Security Deposit following the completion of the lease, the Lessor has reduced the remaining rentals due to assignee by 1.53 months such that 34 rentals of \$107,771.85 and one Rental of \$57,119.08 are assigned. Further, Western Capital Technologies LLC shall collect the rent due April 1, 2022 reducing the remaining rentals due to assignee to 33 Rentals of \$107,771.85 and one Rental of \$57,119.08."

Lessee previously certified that all of the equipment under Rental Schedule 1 ("Equipment"), including software and services to be performed was delivered to and installed at the Equipment location(s) specified on Exhibit "A" in good order and condition and acceptable to Lessee, is ready for billing and payment to Suppliers. Lessee further certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease. Lessor is hereby irrevocably instructed to disburse from the proceeds of the Lease.

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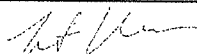
The correct accounts payable contact for Invitae is

Christine Leung (415) 713-3878 christine.leung@invitae.com	Invitae Corporation 1400 16th St San Francisco, Ca, 94103-5110
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In all other respects, the terms, and conditions of the Agreement, as originally written, and previously amended shall remain in full force and effect including each addendum. The terms of this letter agreement have been negotiated and jointly drafted by Lessor and Lessee 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.

This Closeout Letter Agreement and Payment Authorization replaces and supersedes the previous Closeout Letter Agreement and Payment Authorization signed by Lessee on March 11, 2022.

Please acknowledge your acceptance of the changes by your signature below.

Lessee: Invitae Corporation
Signature: 
Name: Robert Werner
Title: CAO
Date: April 7, 2022

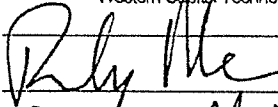
Lessor: Western Capital Technologies, LLC
Signature: 
Name: Randy Meinke
Title: Senior Vice President
Date: April 20, 2022

Exhibit E

A2

MASS MUTUAL NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

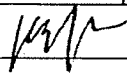
Reference is hereby made to that certain Master Lease dated as of August 18, 2021 2021 (the "Lease"), between Western Capital Technolo LLC ("Lessor"), and Invitac Corporation ("Lessee").

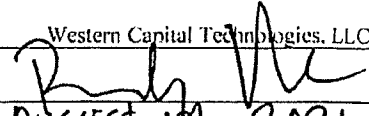
Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Lessor has assigned to MassMutual Asset Finance LLC ("Assignee"), whose offices are at Two Hampshire Street, Suite 101, Foxborough, MA 02035, all right, title, interest and obligations of Lessor in and to Equipment 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: Invitac 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

Exhibit F

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 TROST 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): Lessor/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 1a or 2a 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	
	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

<p>13. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)</p>	<p>14. This FINANCING STATEMENT</p> <p><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing</p>
<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 Ilirviae 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, seizure 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.

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.

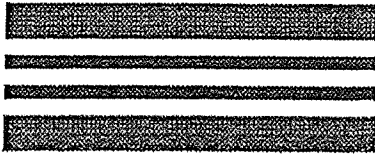
San Francisco, CA 94103

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 Invitac 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, notes, 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 G



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) LIEN SOLUTIONS 800-331-3282
B. E-MAIL CONTACT AT FILER (optional) UCCFILING@TURNBOWLTERSCLUMBER.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
2029 ALLEN PKWY STE 3300 HOUSTON, TX 77019 US

Delaware Department of State
 U.C.C. Filing Section
 Filed: 10:56 AM 04/25/2022
 U.C.C. Initial Filing No: 2022 3303518
 Amendment No: 2022 3456209
 Service Request No: 20221603383

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20223303518

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
 This Amendment Acknowledgment (from UCC3e) 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 8
 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:

AND Check one of these three boxes to:

This Change affects: Debtor or Secured Party of record CHANGE name and/or address: Complete item 5a or 5b, 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 5a or 5b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (5a or 5b)

5a ORGANIZATION'S NAME				
OR	5b 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) (first and last name, or first and middle, or initials and last name) (Do not change)

7a ORGANIZATION'S NAME	MAMMUTUAL 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	SUMBOURGH	MA	02035	US

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

Exhibit H

Invitae Corporation
Case No. 24-11362 (MBK)
United States Bankruptcy Court for the District of New Jersey

ADDENDUM TO PROOF OF CLAIM OF MassMutual Asset Finance LLC

On February 13, 2024 (the “**Petition Date**”), the Debtors¹ each commenced with the United States Bankruptcy Court for the District of New Jersey a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This *Addendum to Proof of Claim of MassMutual Asset Finance LLC* (the “**Addendum**”) is filed in accordance with the requirements of the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, and (IV) Approving Notice Thereof* [Dkt. No. 198] (the “**Bar Date Order**”). The claim filed pursuant to the Bar Date Order by MassMutual Asset Finance LLC (“**MMAF**”), as prepetition secured lender, is comprised of the Official Proof of Claim Form, this Addendum, and the Exhibits thereto.

1. Nature of Claim. This Addendum is a component of the proof of claim submitted by MMAF in connection with: (a) *Master Lease Agreement No. WCT3052021* dated as of August 13, 2021 (as amended, restated, supplemented, or otherwise modified from time to time) between MMAF, as assignee,² and Debtor Invitae Corporation; (b) *Rental Schedule Number 1* (as amended,

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

² The original parties to *Master Lease Agreement No. WCT3052021* and *Rental Schedule Number 1* were Western Capital Technologies, LLC (“**Western**”) and Debtor Invitae Corporation. By *Mass Mutual Notice and Acknowledgment of Assignment* dated August 13, 2021, Western notified the Debtor that it had assigned all right, title, interest and obligations in and to Equipment Schedule No. 1 executed pursuant *Master Lease Agreement No. WCT3052021* to MMAF.

restated, supplemented, or otherwise modified from time to time); (c) all Uniform Commercial Code filings relating to the foregoing; and (d) all other Claims (as defined in the Bankruptcy Code) that MMAF may have arising under, or in connection with the Financing Agreements (as defined below), or otherwise, including, without limitation, all principal, interest, fees, premiums, expenses, indemnifications, reimbursements, damages, costs, charges, and all other amounts and obligations owing in connection with, or in relation to the money loaned pursuant to the Financing Agreements.

2. Liquidated Claim as of Petition Date. As of the Petition Date, MMAF was owed not less than **\$1,191,111.01** (the “MMAF Claim”). In addition to the foregoing amounts, Debtor Invitae Corporation is obligated to pay MMAF’s costs and expenses, including attorneys’ fees and a superpriority administrative expense claims contemplated by §507(b) of the Bankruptcy Code or other form of adequate protection as may be provided to MMAF by the Court and, and to the extent not already claimed, the Debtors are liable to the MMAF for all other claims, obligations, and liabilities of every nature, in respect of, arising under, relating to, or in connection with the Financing Agreements (including, without limitation, claims on account of adequate protection), or as otherwise agreed upon in writing in the amounts so specified, whenever arising.

3. Summary of Supporting Documentation for the MMAF Claim. MMAF includes the following summary of the documentation supporting the MMAF Claim. True and accurate copies of the documents summarized below are filed with the MMAF Claim.³ MMAF’s asserts its proof of claim constitutes *prima facie* evidence such claim. There may be additional documents in the possession or under the control of MMAF or the Debtors that may further support this claim. MMAF

³ Each and every description in this proof of claim of (i) the Financing Agreements, (ii) any other relevant documents, (iii) any signatory thereunder, or (iv) 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 proof of claim and any such document, the relevant document shall control.

reserves the right to support its claim with any such additional documents as it deems appropriate and, pursuant to the Bar Date Order, it will also provide to the Debtors upon request such additional documents in support of its claim as may be required to be provided pursuant to the Bar Date Order. Any such request may be made by contacting counsel to MMAF identified on the Official Proof of Claim Form.

Summary of Supporting Documentation

A *Master Lease Agreement No. WCT3052021* dated as of August 13, 2021 between Western Capital Technologies LLC and Invitae Corporation, a true and accurate copy of which is attached hereto as **Exhibit A**, along with the *Schedules* and *Addendums* thereto and Uniform Commercial Code filings, including:

- Rental Schedule No. 1 to *Master Lease Agreement No. WCT3052021* dated as of August 13, 2021 involving Equipment more fully described on **Exhibit A** to the Final Certificate of Acceptance. A true and accurate copy of Rental Schedule No. 1 is attached hereto as **Exhibit B**;
- The Final Certificate of Acceptance together with its Exhibit A identifying Four (4) Illumina NovaSeq 6000 sequencing systems. A true and accurate copy of the Final Certificate of Acceptance together with its Exhibit A is attached hereto as **Exhibit C**;
- The Closeout Letter Agreement and Payment Authorization further identifying an “Original Equipment Cost” of \$3,446,940.63 payable in monthly installments of \$107,771.85 and further identifying the Equipment as Four (4) Illumina NovaSeq 6000 sequencing systems with Serial Numbers A01531, A01719, & A01721, and A01745. Additionally, the Closeout Letter Agreement and Payment Authorization identifies that the applicable Swap Rates increased from 0.832% to 1.732%. A true and accurate copy of the Closeout Letter Agreement and Payment Authorization is attached hereto as **Exhibit D**;
- Invoices 7001447133 dated March 15, 2022, 7001420262 dated February 3, 2022, and 7001442273 dated March 8, 2022 from Illumina with respect to the Equipment. True and accurate copies of these invoices are attached hereto as **Exhibit E**;
- Mass Mutual Notice and Acknowledgment of Assignment dated August 13, 2021 in which the Debtor was notified and acknowledged that Western had assigned all right, title, interest and obligations in and to Equipment Schedule No. 1 executed pursuant *Master Lease Agreement No. WCT3052021* to MMAF. A true and accurate

copy of the Mass Mutual Notice and Acknowledgment of Assignment is attached hereto as **Exhibit F**;

- UCC Financing Statement filed on April 19, 2022 with the Delaware Department of State, U.C.C. Filing Section, bearing U.C.C. Initial Filing No. 2022 3303518. A true and accurate copy of U.C.C. Initial Filing No. 2022 3303518 is attached hereto as **Exhibit G**; and
- UCC Financing Statement Amendment filed on April 25, 2022 with the Delaware Department of State, U.C.C. Filing Section, being Amendment No. 2022 3456209 to U.C.C. Initial Filing No. 2022 3303518. A true and accurate copy of Amendment No. 2022 3456209 is attached hereto as **Exhibit H**.

Collectively, the documents referred to herein, along with additional documents and agreements related thereto, as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Financing Agreements**.” Subject to applicable privileges, MMAF reserves the right to provide statements for legal services rendered and costs incurred on behalf of MMAF in connection with the Financing Agreements.

4. Secured Status and Collateral Description. The MMAF Claim is secured by legal, valid, binding, and duly perfected first priority liens enforceable in accordance with the terms of the Financing Agreements and applicable law. MMAF’s prepetition liens upon the collateral were properly perfected through the filing and assignment of UCC financing statements. With respect to the collateral securing the MMAF claim, the *Master Lease Agreement* provides that “[e]ach Schedule incorporates by this reference the terms and conditions set forth in this Agreement and constitutes a separate Lease (each, a “Lease”). *Master Lease Agreement*, ¶ 1. Although titled a lease, Rental Schedule Number 1 to the *Master Lease Agreement* provides:

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.

Rental Schedule Number 1 to the *Master Lease Agreement*, ¶ 2. Consistent therewith, the Lease provides that “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.” *Master Lease Agreement*, ¶ 24.

The Closeout Letter Agreement and Payment Authorization identifies the Equipment as Four (4) Illumina NovaSeq 6000 sequencing systems with Serial Numbers A01531, A01719, A01721, & A01745. *Closeout Letter Agreement and Payment Authorization*, p. 1. The *Master Lease Agreement* provides that a security interest will be granted in the Equipment “including any replacements, substitutions, additions, attachments and proceeds.” *Master Lease Agreement*, ¶ 24. The complete collateral descriptions from the Financing Agreements are incorporated herein as if set forth in full.

Finally, the UCC Financing Statement filed on April 19, 2022, with the Delaware Department of State, U.C.C. Filing Section, bearing U.C.C. Initial Filing No. 2022 3303518, in connection with the Rental Schedule 1 above, describes the security granted as follows:

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. WT3052021, 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.

U.C.C. Filing No. 2022 3303518 (filed on April 19, 2022). The value of the collateral described herein and in the Financing Agreements is \$1,700,000.

5. *Post-Petition Amounts Due.* In addition to the amounts due as of the Petition Date, MMAF is due post-petition interest, fees, expenses, and other amounts owing under the Financing Agreements and applicable law.

6. *Reservation of Rights.* MMAF expressly reserves any and all rights, remedies, liens, interests, priorities and claims that it may have against the Debtors and other parties under the Bankruptcy Code, any order of this Court, and/or applicable law. MMAF reserves the right to amend, restate, and supplement this Proof of Claim and the Addendum or to file additional proofs of claim for additional claims against any of the Debtors should MMAF deem it appropriate or advisable. MMAF reserves all rights accruing to it, including but not limited to, its rights against all other creditors. If this proof of claim is contested or otherwise deemed not to have been filed against any of the Debtors owing MMAF an obligation, MMAF reserves the right to file additional proofs of claims against any such debtor.

This claim is filed pursuant to Fed. R. Bankr. P. 3003 under the compulsion of the Bar Date Order and is filed to protect MMAF from potential disallowance of claims by reason of said Bar Date Order. The filing of this claim is not intended to be and should not be deemed or construed as (a) an election of a remedy, (b) consent by MMAF to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced against or otherwise involving MMAF, (c) consent by MMAF to a trial by jury as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise, (d) a waiver of the right of MMAF to a trial by jury in any matter herein or in any case, controversy or proceeding related hereto, (e) a waiver of the right of MMAF to have final orders in non-core matters entered only after *de novo* review by the United States District Court, (f) a waiver of the right of MMAF to have the reference withdrawn by the United States District Court in any matter subject to mandatory or discretionary withdrawal, (g) a waiver of any past, present or future event of default, (h) a waiver or limitation of any rights of MMAF, including, without limitation, a waiver of obligations owing to MMAF, rights, claims, actions, defenses, set-offs or recoupments to which MMAF is or may be entitled under the relevant documents or otherwise, in law or in equity, against Debtors, and/or any subsidiary or affiliate thereof, or any other person, including any rights that MMAF may have pursuant to § 506(b) of the Bankruptcy Code, or the right to contest the validity or extent of any liens or security interests purported to be equal, senior or inferior to any right, lien or security interest of MMAF, all of which rights, claims, actions, defenses, set-offs or recoupments are expressly reserved by MMAF, (i) a waiver or release of, or any other limitation on, the MMAF's right to assert that any portion of the claims set forth herein are entitled to treatment as a priority claim, including under §§ 503(b) and 507(b) of the Bankruptcy Code; (j) an admission by MMAF that any property held by Debtors, and/or any other subsidiary or affiliate thereof, is property of the estate, or (k) a waiver of any right to recharacterize any the claims set forth herein as administrative

claims or otherwise to file one or more requests for payment of administrative expenses respecting any component of the claims set forth herein, including the MMAF Claim, whether or not asserted herein

MMAF expressly reserves any and all rights to amend, clarify, or supplement this proof of claim, at any time and for any reason, including, without limitation, to (i) correct, increase, or amend any amount referred to herein, (ii) add or amend documents and other information, and to describe further the MMAF Claim or other claims asserted herein, (iii) file additional proofs of claim with respect to any of the Debtors liable under the Financing Agreements, any order of this Court, or any other indebtedness, obligations, or liability of the Debtors to MMAF, (iv) further describe the claims asserted herein, (v) contest the validity, priority, and extent of any other purported liens and security interests other than those described herein, or (vi) assert additional or different priority, security interest, or similar right with respect to the claims asserted herein.

This proof of claim also expressly includes any and all unliquidated amounts owed, in damages or otherwise, that the MMAF have or may have, whether known or unknown, against any of the Debtors and all those purporting to act on their behalf, whether presently asserted or to be asserted, including, without limitation, claims based upon common law fraud, misrepresentation, subrogation, indemnity, contribution, unjust enrichment, constructive trust, fraudulent conveyance, failure to fulfill contractual and fiduciary obligations, breach of the implied covenant of good faith and fair dealing, making, causing, or permitting to be made misleading statements regarding the business of the Debtors, failure to take prudent and appropriate action regarding adverse business conditions affecting the business operations of the Debtors, tortious interference, unjust enrichment, *quantum meruit*, failure to require adequate financial and accounting controls for the Debtors, and any other theory available under applicable law or equity, all of which singularly or collectively

may have caused the MMAF to incur damages. In addition to all other rights, MMAF reserves all rights under section 1111(b) of the Bankruptcy Code.

With respect to any portion of the claims set forth herein that is unliquidated or as to which the amount is undetermined, MMAF does not waive its rights thereto by not claiming specific amounts at this time.

Exhibit I

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFILING@CSCGLOBAL.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CSC 801 ADLAI STEVENSON DRI SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 11:41 AM 03/07/2023
U.C.C. Initial Filing No: 2023 1724326

Service Request No: 20230892873

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 1400 16TH STREET	CITY SAN FRANCISCO	STATE CA	POSTAL CODE 94103	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 U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS COLLATERAL AGENT				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS WEST SIDE FLATS ST. PAUL, 60 LIVINGSTON AVENUE	CITY ST. PAUL	STATE MN	POSTAL CODE 55107	COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:
All assets of the Debtor whether now existing or hereafter arising or acquired, including all proceeds thereof.

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:
333285.00289:552767-5

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
GELLERT SEITZ BUSENKELL & BROWN, LLC Holly Smith Miller 901 Market Street, Suite 3020, 3rd Floor Philadelphia, Pennsylvania 19107 Tel: 215-238-0012 E-mail: hsmith@gsbblaw.com Counsel for MassMutual Asset Finance, LLC	Case No.: 24-11362 (MBK) Chapter: 11
In Re: INVITAE CORPORATION, et al., Debtors.	Adv. No.: Hearing Date: Click or tap here to enter text. Judge: Click or tap here to enter text.

CERTIFICATION OF SERVICE

1. I, Ashley Gollmann:

- represent in this matter.
- am the secretary/paralegal for Holly S. Miller, who represents MassMutual Asset Finance, LLC in this matter.
- am the in this case and am representing myself.

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

Limited Objection and Reservation of Rights

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



Date: May 2, 2024

Signature

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Invitae Corporation 1400 16th Street San Francisco, CA 94103 Attn: Tom Brida (tom.brida@invitae.com);	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 email (As authorized by the Court or by rule. Cite the rule if applicable.)
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	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 email (As authorized by the Court or by rule. Cite the rule if applicable.)
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Joshua A. Sussberg, P.C. Nicole L. Greenblatt, P. Francis Petrie Jeffrey Goldfine 601 Lexington Avenue New York, New York 10022	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 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	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 email (As authorized by the Court or by rule. Cite the rule if applicable.)

<p>WHITE & CASE LLP 1221 Avenue of the Americas New York, New York 10020 Christopher Shore, Esq. Harrison Denman, Esq. Andrew Zatz, Esq. (azatz@whitecase.com) Samuel P. Hershey, Esq. Ashley Chase, Esq. Brett Bakemeyer, Esq.</p>	<p>Counsel to the Committee</p>	<p><input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other CM/ECF and email (As authorized by the Court or by rule. Cite the rule if applicable.)</p>
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Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
PORZIO, BROMBERG & NEWMAN, P.C. 100 Southgate Parkway P.O. Box 1997 Morristown, NJ 07962 Warren J. Martin Jr., Esq. John S. Mairo, Esq. Christopher P. Mazza, Esq.	Counsel to the Committee	<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.)
UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF THE UNITED STATES TRUSTEE Jeffrey M. Sponder, Esq. Lauren Bielskie, Esq. One Newark Center, Suite 2100 Newark, NJ 07102	Counsel to 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.)
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.)