

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

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

-and-

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Spencer A. Winters, P.C. (admitted *pro hac vice*)  
333 West Wolf Point Plaza  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200  
spencer.winters@kirkland.com

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

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

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

In re:  
  
INVITAE CORPORATION, *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11  
  
Case No. 24-11362 (MBK)  
  
(Jointly Administered)

<sup>1</sup> 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](http://www.kccllc.net/invitae). The Debtors’ service address in these chapter 11 cases is 1400 16<sup>th</sup> Street, San Francisco, California 94103.



**DEBTORS' APPLICATION  
IN LIEU OF A MOTION IN SUPPORT  
OF ENTRY OF THE JOINT STIPULATION  
AND AGREED ORDER AUTHORIZING ADMINISTRATIVE  
CLAIM RELATED TO THE REJECTION OF THAT CERTAIN REAL  
PROPERTY LEASE BY AND BETWEEN THE DEBTORS AND APB OWNER LLC**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) submit this application in lieu of motion (the “Application”), pursuant to Local Rule 9021-1(b) of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”), seeking approval and entry of the proposed *Joint Stipulation and Agreed Order Authorizing Administrative Claim Related to the Rejection of that Certain Real Property Lease By and Between the Debtors and APB Owner LLC* (the “Stipulation and Agreed Order”),<sup>2</sup> a copy of which is attached hereto as **Exhibit A**, and respectfully state as follows:

1. On February 13, 2024 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). A detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors’ Chapter 11 Cases are set forth in greater detail in the *Declaration of Ana Schrank, Chief Financial Officer of Invitae Corporation, in Support of Chapter 11 Filing, First Day Motions, and Access to Cash Collateral* [Docket No. 21], incorporated by reference herein.

2. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 16, 2024, the Court entered an order [Docket No. 54] authorizing the joint administration and

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreed Order.

procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On March 1, 2024, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 131]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

3. This Application is submitted pursuant to Local Rule 9021-1(b) in lieu of a motion in support of the Debtors’ request that the Court enter the Stipulation and Agreed Order as presented.

4. On April 20, 2021, APB Owner LLC (“APB” and together with the Debtors, the “Parties”), as lessor, and Debtor Invitae Corporation (“Invitae”), as lessee, executed that certain Lease Agreement (the “Lease”) by which the parties agreed to the terms that APB would lease the premises located at 1001 Airport Boulevard, Morrisville, North Carolina (the “Morrisville Property”) to Invitae.

5. On April 7, 2021, CSC Leasing Co. (“CSC”), as lessor, and Invitae, as lessee, executed that certain Master Equipment Lease, Agreement No. 2021047 (the “Master Equipment Lease”) by which the parties agreed to the terms that CSC would lease equipment and personal property to the Debtor. Pursuant to the Master Equipment Lease, CSC and Invitae executed lease schedule B (“Lease Schedule B”), which pertains to leased equipment owned by CSC (the “Schedule B Equipment”) that is located at the Morrisville Property.

6. On February 29, 2024, the Debtors filed the *Debtors’ Motion for Entry of an Order Authorizing (I) Rejection of that Certain Unexpired Lease of Non-Residential Real Property and (II) Abandonment of Any Personal Property, Effective as of the Rejection Date* [Docket No. 126] (the “Lease Rejection Motion”) seeking authority effective as of February 29, 2024 to (i) reject the

non-residential real property lease located at the Morrisville Property and (ii) abandon certain equipment, fixtures, furniture, or other personal property that might be located at the Morrisville Property, including, without limitation, the Schedule B Equipment owned by CSC.

7. On April 5, 2024, the hearing on the Lease Rejection Motion was adjourned from April 8, 2024 at 10:00 am (prevailing Eastern time) to April 29, 2024 at 10:00 am (prevailing Eastern time) [Docket No. 282]. On April 24, 2024, the Lease Rejection Motion was further adjourned from April 29, 2024 at 10:00 am (prevailing Eastern time) to May 20, 2024 at 10:00 am (prevailing Eastern time) [Docket No. 359]. On May 16, 2024, the Lease Rejection Motion was further adjourned from May 20, 2024 at 10:00 am (prevailing Eastern time) to June 18, 2024 at 10:00 am (prevailing Eastern time) [Docket No. 501].

8. The Parties hereby agree that the Debtors may reject the Lease for the Morrisville Property in accordance with the Lease Rejection Motion. In light of the foregoing, the Parties further agree that APB shall have an administrative claim of \$35,000 for the storage costs associated with the Schedule B Equipment and a rejection damages claim of \$45,840,825 on account of the rejection of the Lease. The Debtors agree that APB can retain 100% of the security deposit under the Lease and apply it to reduce the rejection damages claim and the Debtors will pay the \$35,000 administrative Claim within 30 days of entry of the Stipulation and Agreed Order. APB acknowledges that it has no other claims of any kind against the Debtors and the Debtors acknowledge that they have no claims of any kind against APB.

9. The Parties have agreed to the terms of the attached Stipulation and Agreed Order.

10. The Debtors submit that the Stipulation and Agreed Order is in the best interest of the Debtors and their estates, and a sound exercise of the Debtors' business judgment.

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

*[Remainder of Page Intentionally Left Blank]*

**WHEREFORE**, the Debtors request that the Court enter the Stipulation and Agreed Order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: June 13, 2024

*/s/ Michael D. Sirota*

**COLE SCHOTZ P.C.**

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

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

**Exhibit A**

**Proposed Agreed Order**

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

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

**JOINT STIPULATION AND  
AGREED ORDER AUTHORIZING ADMINISTRATIVE  
CLAIM RELATED TO THE REJECTION OF THAT CERTAIN REAL  
PROPERTY LEASE BY AND BETWEEN THE DEBTORS AND APB OWNER LLC**

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

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<sup>1</sup> 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](http://www.kccllc.net/invitae). The Debtors' service address in these chapter 11 cases is 1400 16<sup>th</sup> Street, San Francisco, California 94103.



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

**KIRKLAND & ELLIS LLP  
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Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
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msirota@coleschotz.com  
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fyudkin@coleschotz.com  
dharris@coleschotz.com

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: JOINT STIPULATION AND AGREED ORDER AUTHORIZING  
ADMINISTRATIVE CLAIM RELATED TO THE REJECTION OF  
THAT CERTAIN REAL PROPERTY LEASE BY AND BETWEEN  
THE DEBTORS AND APB OWNER LLC

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1. This stipulation and agreed order (this “Stipulation and Agreed Order”) is made this 13th day of June 2024 by each of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) and APB Owner LLC (“APB” and together with the Debtors, the “Parties”), each as signatory hereto. The Parties hereby stipulate as follows:

### **RECITALS**

2. **WHEREAS**, on February 13, 2024 (the “Petition Date”), each Debtor filed a voluntary petition for 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;

3. **WHEREAS**, the Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 16, 2024, the Court entered an order [Docket No. 54] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On March 1, 2024, the United States Trustee for the District of New Jersey appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 131]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases;

4. **WHEREAS**, on April 20, 2021, APB, as lessor, and Debtor Invitae Corporation (“Invitae”), as lessee, executed that certain Lease Agreement (the “Lease”) by which the parties agreed to the terms that APB would lease the premises located at 1001 Airport Boulevard, Morrisville, North Carolina (the “Morrisville Property”) to Invitae;

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: JOINT STIPULATION AND AGREED ORDER AUTHORIZING  
ADMINISTRATIVE CLAIM RELATED TO THE REJECTION OF  
THAT CERTAIN REAL PROPERTY LEASE BY AND BETWEEN  
THE DEBTORS AND APB OWNER LLC

---

5. **WHEREAS**, on April 7, 2021, CSC Leasing Co. (“CSC”), as lessor, and Invitae, as lessee, executed that certain Master Equipment Lease, Agreement No. 2021047 (the “Master Equipment Lease”) by which the parties agreed to the terms that CSC would lease equipment and personal property to Invitae. Pursuant to the Master Equipment Lease, CSC and Invitae executed lease schedule B (“Lease Schedule B”), which pertains to leased equipment owned by CSC (the “Schedule B Equipment”) that is located at the Morrisville Property;

6. **WHEREAS**, on February 29, 2024, the Debtors filed the *Debtors’ Motion for Entry of an Order Authorizing (I) Rejection of that Certain Unexpired Lease of Non-Residential Real Property and (II) Abandonment of Any Personal Property, Effective as of the Rejection Date* [Docket No. 126] (the “Lease Rejection Motion”) seeking authority effective as of February 29, 2024 to (i) reject the non-residential real property lease located at the Morrisville Property and (ii) abandon certain equipment, fixtures, furniture, or other personal property that might be located at the Morrisville Property, including, without limitation, the Schedule B Equipment owned by CSC;

7. **WHEREAS**, on April 5, 2024, the hearing on the Lease Rejection Motion was adjourned from April 8, 2024 at 10:00 am (prevailing Eastern time) to April 29, 2024 at 10:00 am (prevailing Eastern time) [Docket No. 282]. On April 24, 2024, the Lease Rejection Motion was further adjourned from April 29, 2024 at 10:00 am (prevailing Eastern time) to May 20, 2024 at 10:00 am (prevailing Eastern time) [Docket No. 359]. On May 16, 2024, the Lease Rejection Motion was further adjourned from May 20, 2024 at 10:00 am (prevailing Eastern time) to June 18, 2024 at 10:00 am (prevailing Eastern time) [Docket No. 501];

(Page | 5)

Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: JOINT STIPULATION AND AGREED ORDER AUTHORIZING  
ADMINISTRATIVE CLAIM RELATED TO THE REJECTION OF  
THAT CERTAIN REAL PROPERTY LEASE BY AND BETWEEN  
THE DEBTORS AND APB OWNER LLC

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8. **WHEREAS**, the Parties hereby agree that the Debtors may reject the Lease for the Morrisville Property, with a rejection effective date of February 29, 2024. In light of the foregoing, the Parties further agree that APB shall have an administrative claim of \$35,000 for the storage costs associated with the Schedule B Equipment and a rejection damages claim of \$45,840,825 on account of the rejection of the Lease. The Debtors agree that APB can retain 100% of the security deposit under the Lease and apply it to reduce the rejection damages claim and the Debtors will pay the \$35,000.00 administrative Claim within 30 days of entry of the Stipulation and Agreed Order. APB acknowledges that it has no other claims of any kind against the Debtors and the Debtors acknowledge that they have no claims of any kind against APB.

**NOW, IT IS THEREFORE STIPULATED AND AGREED, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION, IT IS SO ORDERED EFFECTIVE AS OF THE EFFECTIVE DATE HEREOF AS FOLLOWS:**

9. This Stipulation and Agreed Order shall only be effective and enforceable upon its approval and entry by the Bankruptcy Court on the docket for these chapter 11 cases, and then it shall be immediately effective and enforceable.

10. The above recitals are incorporated by reference into this Stipulation and Agreed Order with the same force and effect as if fully set forth hereinafter.

11. The Debtors are hereby granted authority to reject the Lease pursuant to the Lease Rejection Motion.

12. In full and final satisfaction of APB's claims for storage costs of the Schedule B Equipment and claims arising from the rejection of the Lease, APB shall be entitled to an administrative claim of \$35,000 for the storage costs associated with the Schedule B Equipment,

(Page | 6)

Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

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ADMINISTRATIVE CLAIM RELATED TO THE REJECTION OF  
THAT CERTAIN REAL PROPERTY LEASE BY AND BETWEEN  
THE DEBTORS AND APB OWNER LLC

---

which Debtors shall pay within 30 days after entry of this Stipulation and Agreed Order, and a rejection damages claim of \$45,840,825 on account of the rejection of the Lease. The Debtors agree that APB can retain 100% of the security deposit under the Lease and apply it to reduce the rejection damages claim and the Debtors will pay the \$35,000 administrative Claim within 30 days of the filing of this Stipulation and Agreed Order. APB acknowledges that it has no other claims of any kind against the Debtors and the Debtors acknowledge that they have no claims of any kind against APB.

13. Except as otherwise provided in this Stipulation and Agreed Order, the Debtors shall have no further liability or obligation to APB or any other party with respect to the Lease after the Lease rejection effective date of February 29, 2024, including, without limitation, any costs, fees, or expenses related to the removal, decontamination, storage, or disposition or the Schedule B Equipment from the Morrisville Property or any other location.

14. As to APB, in the event of any inconsistency between this Stipulation and Agreed Order, on the one hand, and the Lease or any order approving the Lease Rejection Motion, on the other hand, then the terms of this Stipulation and Agreed Order shall control.

15. The Debtors and APB are authorized to take all actions necessary to effectuate the relief provided for in this Stipulation and Agreed Order.

16. Neither this Stipulation and Agreed Order nor any actions taken pursuant hereto shall constitute evidence admissible against the Parties in any action or proceeding other than one to enforce the terms of this Stipulation and Agreed Order.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: JOINT STIPULATION AND AGREED ORDER AUTHORIZING  
ADMINISTRATIVE CLAIM RELATED TO THE REJECTION OF  
THAT CERTAIN REAL PROPERTY LEASE BY AND BETWEEN  
THE DEBTORS AND APB OWNER LLC

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17. The Parties intend for this Stipulation and Agreed Order to be binding upon their successors, agents, assigns, including bankruptcy trustees and estate representatives and any parent, subsidiary, or affiliated entity of the Parties.

18. The undersigned hereby represent and warrant that they have full authority to execute this Stipulation and Agreed Order on behalf of the respective Parties and that the respective Parties have full knowledge of and have consented to this Stipulation and Agreed Order.

19. The Parties agree that each of them, through their respective counsel, has had a full opportunity to participate in the drafting of this Stipulation and Agreed Order, and, accordingly, any claimed ambiguity shall be construed neither for nor against either of the Parties.

20. This Stipulation and Agreed Order constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings, both written and oral, among the Parties with respect thereto.

21. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulation and Agreed Order.

Dated: June 13, 2024

/s/ Jeffrey C. Krause

**GIBSON, DUNN & CRUTCHER LLP**

Jeffrey C. Krause  
333 South Grand Avenue  
Los Angeles, California 90071-3197  
Telephone: (213) 229-7995  
Email: JKrause@gibsondunn.com

*Counsel for APB Owner LLC*

/s/ Michael D. Sirota

**COLE SCHOTZ P.C.**

Michael D. Sirota, Esq.  
Warren A. Usatine, Esq.  
Felice R. Yudkin, Esq.  
Daniel J. Harris, Esq.  
Court Plaza North, 25 Main Street  
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