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*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.¹

Chapter 11

Case No. 24-11362 (MBK)

(Jointly Administered)

**NOTICE OF FILING PLAN SUPPLEMENT
FOR THE AMENDED JOINT PLAN OF INVITAE CORPORATION AND ITS
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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.



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PLEASE TAKE NOTICE that, as contemplated by the *Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 630] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”),² on July 8, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the plan supplement (the “Plan Supplement”) with the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that the Plan Supplement includes current drafts of the following documents (certain of which continue to be negotiated pursuant to the terms of the Plan and the TSA by the Debtors and the Required Consenting Stakeholders, and will be filed in substantially final form on or prior to the Effective Date):

| | |
|------------------|---|
| Exhibit A | Draft Schedule of Retained Causes of Action |
| Exhibit B | Draft Schedule of Assumed Executory Contracts and Unexpired Leases |
| Exhibit C | Draft Schedule of Rejected Executory Contracts and Unexpired Leases |
| Exhibit D | Plan Administrator Agreement and Identity of the Plan Administrator |
| Exhibit E | Asset Purchase Agreement |
| Exhibit F | Wind-Down Budget |
| Exhibit G | Transactions Steps Memorandum |

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights, with the consultation or consent of any applicable counterparties to the extent required under the Plan or the TSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained herein in accordance with the terms of the Plan and the TSA; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court. The final version of any such document may contain material differences from the version filed herewith. For the avoidance of doubt, the parties thereto have not consented to such document as being in final form and reserve all rights in that regard.

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that copies of the Plan and Disclosure Statement are accessible now, free of charge, on the Debtors’ restructuring website, www.kcellc.net/invitae, and upon request of the Debtors’ co-counsel, Kirkland & Ellis LLP and Cole Schotz P.C., at the respective addresses specified herein.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek confirmation of the Plan at the Confirmation Hearing to be held before the Honorable Chief Judge Michael B. Kaplan, Clarkson S. Fisher United States Courthouse, 402 East State Street, Second Floor, Courtroom 8, Trenton, NJ 08608, on **July 22, 2024, at 10:00 a.m. (prevailing Eastern Time)** or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to the Plan is **July 15, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the “Confirmation Objection Deadline”). Any objection to the Plan must: (a) be in writing; (b) state with particularity the basis of the objection; and (c) be filed with the Clerk of the Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the “General Order”) and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the “Supplemental Commentary”) (the General Order, the Supplemental Commentary and the User’s Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, on CD-ROM in Portable Document Format (PDF), and shall be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be actually received on or before the Confirmation Objection Deadline:

| <i>Debtors</i> | |
|--|---|
| <p style="text-align: center;">Invitae Corporation 1400 16th Street, San Francisco, California 94103</p> | |
| <i>Counsel for the Debtors</i> | <i>Counsel for the Debtors</i> |
| <p style="text-align: center;">Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attention: Joshua A. Sussberg, P.C.; Nicole L. Greenblatt, P.C.; Francis Petrie; Jeffrey Goldfine</p> <p style="text-align: center;">Kirkland & Ellis LLP 333 West Wolf Point Plaza Chicago, Illinois 60654 Attention: Spencer A. Winters, P.C. William E. Arnault, P.C.</p> | <p style="text-align: center;">Cole Schotz P.C. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Attention: Michael D. Sirota, Esq.; Warren A. Usatine, Esq.; Felice R. Yudkin, Esq.; Daniel J. Harris, Esq.</p> |

| <i>Counsel for Deerfield Partners, L.P.</i> | <i>Counsel for Deerfield Partners, L.P.</i> |
|---|---|
| Sullivan & Cromwell LLP 125 Broad Street New York, NY 10004 Attention: James L. Bromley, Esq.; Ari B. Blaut, Esq.; Benjamin S. Beller, Esq.; David M. Rosenthal, Esq. | Wollmuth Maher & Deutsch LLP 500 Fifth Avenue New York, New York 10110 Attention: James N. Lawlor, Esq. Joseph F. Pacelli, Esq.; Nicholas A. Servider, Esq. |
| <i>Counsel for the Committee</i> | <i>Counsel for the Committee</i> |
| White & Case LLP 1221 Avenue of the Americas New York, New York 10020 Attention: J. Christopher Shore, Esq.; Harrison Denman, Esq.; Andrew Zatz, Esq.; Samuel P. Hershey, Esq.; Ashley Chase, Esq.; Brett Bakemeyer, Esq. | Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway P.O. Box 1997 Morristown, NJ 07962 Attention: Warren J. Martin Jr., Esq.; John S. Mairo, Esq.; Christopher P. Mazza, Esq. |
| <i>United States Trustee</i> | |
| Office of the United States Trustee United States Trustee, Regions 3 & 9 One Newark Center, Suite 2100 Newark, NJ 07102 Attention: Jeffrey M. Sponder; Lauren Bielskie | |

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases are available free of charge by visiting www.kccllc.net/invitae. You may also obtain copies of any pleadings by visiting the Court's website at <https://ecf.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: July 8, 2024

/s/ Michael D. Sirota

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Case No. 24-11362 (MBK)

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**PLAN SUPPLEMENT
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DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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.

Table of Contents²

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² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

Exhibit A

Draft Schedule of Retained Causes of Action

Article IV.G of the Plan provides as follows:

Except as otherwise provided herein or in the Sale Order, in accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII hereof, the Wind-Down Debtors and the Plan Administrator (following transfer of such Causes of Action to the Plan Administrator), shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the rights of the Wind-Down Debtors or the Plan Administrator to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action (i) acquired by the Purchaser in accordance with the Asset Purchase Agreement, as applicable, or (ii) released or exculpated herein (including, without limitation, by the Debtors) pursuant to the releases and exculpations contained in the Plan, including in Article VIII hereof, which shall be deemed released and waived by the Debtors and the Wind-Down Debtors, as applicable, as of the Effective Date.”

The Wind-Down Debtors or the Plan Administrator, as applicable, may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Wind-Down Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors, the Wind-Down Debtors, or the Plan Administrator, as applicable, will not pursue any and all available Causes of Action against it. The Debtors, the Wind-Down Debtors, and the Plan Administrator, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as may be assigned or transferred to the Purchaser in accordance with the Asset Purchase Agreement or as otherwise expressly provided in the Plan, including Article VIII of the Plan.** Unless any Causes of Action against a Person or Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Wind-Down Debtors, or the Plan Administrator, as applicable, expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Debtors, the Wind-Down Debtors, or the Plan Administrator, as applicable, reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Wind-Down Debtor except as otherwise expressly provided in the Plan, including Article VIII of the Plan. Prior to the

Effective Date, the Debtors, and on and after the Effective Date, the Wind-Down Debtors, or the Plan Administrator, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Wind-Down Debtor, or the Plan Administrator, in consultation with the Required Consenting Stakeholders, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this Article IV.G include any Claim or Cause of Action against a Released Party or Exculpated Party.

Notwithstanding and without limiting the generality of Article IV.G of the Plan, the Debtors and the Wind-Down Debtors, as applicable, expressly reserve all Causes of Action that are not expressly released or settled under the Plan (including pursuant to Article VIII and Article IV thereof), including all Causes of Action against the Entities identified in **Schedule A(i)** attached hereto.

Subject to the terms and conditions set forth in the Plan and the TSA (including certain consent and approval rights), the Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement this Schedule of Retained Causes of Action at any time with additional Retained Causes of Action; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court. Failure to include any Retained Cause of Action herein at any time shall not be a bar and shall not have any impact on the Wind-Down Debtors' and Plan Administrator's rights to bring any Retained Cause of Action not otherwise released pursuant to the Plan.

I. Causes of Action Related to Taxes

Unless otherwise specifically released, settled, compromised, transferred, or assigned under the Plan or the Asset Purchase Agreement, the Debtors and the Wind-Down Debtors expressly reserve all Causes of Action against federal, state, local, or international taxing authorities based in whole or in part upon any and all tax obligations, tax credits, refunds, offsets, or other claims to which any Debtor or Wind-Down Debtor is a party or pursuant to which any Debtor or Wind-Down Debtor has any rights whatsoever, including, without limitation, against or related to all federal, state, local, or international taxing authorities that owe or that may in the future owe money related to tax obligations, tax credits, refunds, offsets, or other claims to the Debtors or the Wind-Down Debtors, regardless of whether such entity is specifically identified herein.

II. Causes of Action Related to Insurance Policies

Unless otherwise specifically released, settled, compromised, transferred, or assigned under the Plan or the Asset Purchase Agreement, the Debtors and the Wind-Down Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Wind-Down Debtor is a party or pursuant

to which any Debtor or Wind-Down Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

III. Causes of Action Related to Disputed Claims

Unless otherwise specifically released, settled, compromised, transferred, or assigned under the Plan or the Asset Purchase Agreement, the Debtors and the Wind-Down Debtors expressly reserve all rights, claims, defenses, and Causes of Action against any Holder of a Claim seeking to collect a distribution from or assert other rights against the Estate, Wind-Down Debtors, or the Distribution Reserve Accounts, whether at law or equity, under any theory and of any nature whatsoever, unless and until each of such Holder's Claims become Allowed Claims.

IV. Causes of Action Related to Accounts Receivable and Accounts Payable

Unless otherwise specifically released, settled, compromised, transferred, or assigned under the Plan or the Asset Purchase Agreement, the Debtors and the Wind-Down Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or the Wind-Down Debtors, regardless of whether such Entity is expressly identified in the Plan, the Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to such Entities.

V. Causes of Action Related to Contracts and Leases

Unless otherwise specifically released, settled, compromised, transferred, or assigned under the Plan or the Asset Purchase Agreement, the Debtors and the Wind-Down Debtors, as applicable, expressly reserve Causes of Action based in whole or in part upon any and all contracts and leases, joint operating agreements, and similar instruments, to which any of the Debtors or the Wind-Down Debtors is a party or pursuant to which any of the Debtors or the Wind-Down Debtors has any rights whatsoever (regardless of whether such contract or lease is specifically identified in the Plan, the Plan Supplement, or any amendments thereto), including, without limitation, all contracts and leases that are deemed assumed pursuant to the Plan or were previously assumed by the Debtors.

VI. Causes of Action Related to Liens

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part on any and all liens regardless of whether such liens are specifically identified in the Plan.

Schedule A(i)

Retained Causes of Action

[To be filed at a later time]

Exhibit B

Draft Schedule of Assumed Executory Contracts and Unexpired Leases

The Debtors have included a schedule of Executory Contracts and Unexpired Leases that they intend to assume as of the Effective Date or assume and assign in accordance with the Plan's treatment of Executory Contracts and Unexpired Leases. The Debtors reserve their rights to alter, amend, modify, or supplement this **Exhibit B**.

Certain documents, or portions thereof, contained or to be contained in this **Exhibit B** and the Plan Supplement remain subject to continued review, as applicable, by the Debtors and the Required Consenting Stakeholders and the final version of any such document may contain material differences from the version filed herewith. For the avoidance of doubt, the parties thereto have not consented to such document as being in final form and reserve all rights in that regard. The respective rights of the Debtors and the Required Consenting Stakeholders, as applicable, are expressly reserved, subject to the terms and conditions set forth in the Plan and the TSA to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, the TSA, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Article V of the Plan provides that, on the Effective Date, except as otherwise provided in the Plan, each Executory Contract or Unexpired Lease not previously assumed, assumed and assigned, or rejected shall be deemed automatically rejected by the applicable Wind-Down Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (a) is identified on the Schedule of Assumed Executory Contracts and Unexpired Leases; (b) has been previously assumed or rejected by the Debtors pursuant to a Bankruptcy Court order; (c) is the subject of a Filed motion to assume, assume and assign, or reject such Executory Contract or Unexpired Lease (or of a Filed objection with respect to the proposed assumption and assignment of such contract) that is pending on the Effective Date; (d) is a contract, release, or other agreement or document entered into in connection with the Plan; (e) is the Asset Purchase Agreement; or (f) is to be assumed by the Debtors and assigned to the Purchaser in connection with the Sale Transaction and pursuant to the Asset Purchase Agreement.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all assumptions, assumptions and assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided for in the Plan, the Plan Supplement, and the Confirmation Order, pursuant to sections 365(a) and 1123 of the Bankruptcy Code; *provided* that neither the Plan nor the Confirmation Order is intended to or shall be construed as limiting the Debtors' authority under the Sale Order to assume and assign Executory Contracts and Unexpired Leases to Purchaser pursuant to the Asset Purchase Agreement. Any Filed motions to assume, assume and assign, or reject any Executory Contracts or Unexpired Leases (or Filed objection with respect to the proposed assumption and assignment of such contract) that is pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order but may be withdrawn, settled, or otherwise prosecuted by the Wind-Down Debtors or the Plan Administrator, with any such disposition to be deemed to effect an assumption, assumption and assignment, or rejection, as applicable, as of the Effective Date.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

Notwithstanding anything to the contrary in the Plan, the Debtors, the Wind-Down Debtors, and the Plan Administrator, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases identified in Article V of the Plan and in the Plan Supplement at any time through and including thirty (30) days after the Effective Date. The Debtors or the Wind-Down Debtors, as applicable, shall provide notice of any amendments to the Schedule of Assumed Executory Contracts and Unexpired Leases to the parties to the Executory Contracts or Unexpired Leases affected thereby.

Exhibit C

Draft Schedule of Rejected Executory Contracts and Unexpired Leases

The Debtors have included a schedule of Executory Contracts and Unexpired Leases that they intend to reject as of the Effective Date with the Plan's treatment of Executory Contracts and Unexpired Leases. The Debtors reserve their rights to alter, amend, modify, or supplement this **Exhibit C**.

Certain documents, or portions thereof, contained or to be contained in this **Exhibit C** and the Plan Supplement remain subject to continued review, as applicable, by the Debtors and the Required Consenting Stakeholders and the final version of any such document may contain material differences from the version filed herewith. For the avoidance of doubt, the parties thereto have not consented to such document as being in final form and reserve all rights in that regard. The respective rights of the Debtors and the Required Consenting Stakeholders, as applicable, are expressly reserved, subject to the terms and conditions set forth in the Plan and the TSA to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, the TSA, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Article V of the Plan provides that, on the Effective Date, except as otherwise provided in the Plan, each Executory Contract or Unexpired Lease not previously assumed, assumed and assigned, or rejected shall be deemed automatically rejected by the applicable Wind-Down Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (a) is identified on the Schedule of Assumed Executory Contracts and Unexpired Leases; (b) has been previously assumed or rejected by the Debtors pursuant to a Bankruptcy Court order; (c) is the subject of a Filed motion to assume, assume and assign, or reject such Executory Contract or Unexpired Lease (or of a Filed objection with respect to the proposed assumption and assignment of such contract) that is pending on the Effective Date; (d) is a contract, release, or other agreement or document entered into in connection with the Plan; (e) is the Asset Purchase Agreement; or (f) is to be assumed by the Debtors and assigned to the Purchaser in connection with the Sale Transaction and pursuant to the Asset Purchase Agreement.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all assumptions, assumptions and assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided for in the Plan, the Plan Supplement, and the Confirmation Order, pursuant to sections 365(a) and 1123 of the Bankruptcy Code; *provided* that neither the Plan nor the Confirmation Order is intended to or shall be construed as limiting the Debtors' authority under the Sale Order to assume and assign Executory Contracts and Unexpired Leases to Purchaser pursuant to the Asset Purchase Agreement. Any Filed motions to assume, assume and assign, or reject any Executory Contracts or Unexpired Leases (or Filed objection with respect to the proposed assumption and assignment of such contract) that is pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order but may be withdrawn, settled, or otherwise prosecuted by the Wind-Down

Debtors or the Plan Administrator, with any such disposition to be deemed to effect an assumption, assumption and assignment, or rejection, as applicable, as of the Effective Date.

Notwithstanding anything to the contrary in the Plan, the Debtors, the Wind-Down Debtors, and the Plan Administrator, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases identified in Article V of the Plan and in the Plan Supplement at any time through and including thirty (30) days after the Effective Date. The Debtors or the Wind-Down Debtors, as applicable, shall provide notice of any amendments to the Schedule of Rejected Executory Contracts and Unexpired Leases to the parties to the Executory Contracts or Unexpired Leases affected thereby.

Exhibit D

Plan Administrator Agreement and Identity of the Plan Administrator

[To be filed at a later time]

Exhibit E

Asset Purchase Agreement

[Filed at Docket No. 463]

Exhibit F

Wind-Down Budget

Certain documents, or portions thereof, contained or to be contained in this **Exhibit F** and the Plan Supplement remain subject to continued review, as applicable, by the Debtors and the Required Consenting Stakeholders and the final version of any such document may contain material differences from the version filed herewith. For the avoidance of doubt, the parties thereto have not consented to such document as being in final form and reserve all rights in that regard. The respective rights of the Debtors and the Required Consenting Stakeholders, as applicable, are expressly reserved, subject to the terms and conditions set forth in the Plan and the TSA to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, the TSA, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Wind-Down Budget

I. Basis of Presentation

The enclosed wind-down budget (the “Budget”)¹ assumes the sale of the Debtors’ business under the Asset Purchase Agreement is closed on August 2, 2024 (the “Closing Date”). The Budget assumes a nine-month period (the “Wind-Down Period”) during which the Wind-Down Debtors or the Plan Administrator would (i) oversee collection of pre-close accounts receivable and other receivables that are Excluded Assets, (ii) wind-down and dissolve the Wind-Down Debtors’ and their foreign non-debtor affiliates’ remaining affairs, (iii) reconcile Claims, and (iv) process final distributions to Holders of Allowed Claims.

The Budget was prepared with the features in the Asset Purchase Agreement, as well as forward-looking estimates prepared by the Debtors, their management, and their advisors using their best business judgement. All amounts included in the Budget reflect estimates that are subject to material change and do not represent a commitment to spend. Any amounts not spent will be returned to creditors in final distributions.

The timing of distributions assumed by the Budget as set forth below is illustrative only. Effectuating distributions requires several conditions, some of which are outside of the Debtors’ control. Accordingly, timing of distributions is subject to change.

II. Distributions to Holders of Allowed Claims

The Budget assumes that claims reconciliation is completed within the first month of the Wind-Down Period and after the governmental bar date.

Once completed, the Budget contemplates the distribution of Administrative Claims, Professional Fee Claims, Priority Tax Claims, Restructuring Expenses, and Allowed Claims in Classes 1-6 and 11 in accordance with the Plan.

Holders of Allowed 2028 Senior Secured Notes Claims are also assumed to receive initial distributions at the end of the first month after the Effective Date and to receive final distributions at the end of the Wind-Down Period.

III. Detailed Notes to Wind-Down Budget

Summary Notes to Cash Flow

1. **Transaction Proceeds.** Reflective of \$239 million of cash consideration payable at closing by the Purchaser under the Asset Purchase Agreement.
2. **Pre-Close AR Collections.** Projected balance at closing. Assumes insurance receivables are phased based on estimated monthly collection waterfall. Excludes certain disputed payor receivables.

¹ Capitalized terms used but not otherwise defined in this Budget shall have the meaning ascribed to them in the Plan or the Asset Purchase Agreement, as applicable.

3. **Contingent/Transition Services Agreement Labor.** Reflective of staffing required to settle final affairs of the Wind-Down Debtors, including final tax returns, dissolution of entities, and processing final distributions to Holders of Allowed Claims.
4. **Other Operating Disbursements.** Includes billing and collections support costs pursuant to the Asset Purchase Agreement, IT infrastructure, rent, business insurance, and retention of business records.
5. **Plan Administrator and Wind-Down.** Inclusive of fees for the Plan Administrator, the Plan Administrator's professionals, and other legal and dissolution costs related to the Wind-Down Debtors and their foreign non-debtor affiliates.
6. **Employee Benefits Continuity.** Incremental letter of credit posted to reserves for incurred but not reported claims arising from the Debtors' self-insured policies.

Summary Notes to Distributions

1. **Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Restructuring Expenses.** Includes: (i) section 327(a) professional fees for advisors to the Debtors including Kirkland & Ellis LLP, Cole Schotz P.C., FTI Consulting, Inc., Kurtzman Carson Consultants, LLC, and Deloitte Tax LLP; (ii) section 327(a) professional fees for advisors to the Committee including White & Case LLP and Province, LLC; (iii) transaction fees payable to Moelis & Company; (iv) transaction fees payable to Perella Weinberg Partners and Ducera Partners LLC; and (v) other Allowed Administrative Claims, Priority Tax Claims, and Restructuring Expenses consisting of accrued and unpaid employee wages, postpetition payables, taxes, and customer refunds.
2. **Class 4 - Convenience Class Claims.** Pursuant to the Plan, except to the extent that a Holder of an Allowed Convenience Class Claim by amount or election agrees to a less favorable treatment, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Convenience Class Claim shall be paid in full in Cash; *provided*, that to the extent that a Holder of a Convenience Class Claim against a Debtor holds any joint and several liability claims, guaranty claims, or other similar claims against any other Debtor arising from or relating to the same obligations or liability as such Convenience Class Claim, such Holder shall only be entitled to a distribution on one Convenience Class Claim against the Debtors in full and final satisfaction of all such Claims.
3. **Class 5 - Subsidiary Unsecured Claims.** Pursuant to the Plan, except to the extent that a Holder of an Allowed Subsidiary Unsecured Claim agrees to a less favorable treatment, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of a Subsidiary Unsecured Claim that is Allowed as of the Effective Date shall be paid in full in Cash, or otherwise receive treatment consistent with the provisions of section 1129(a) of the Bankruptcy Code; *provided*, that to the extent that a Holder of a Subsidiary Unsecured Claim against a Debtor holds any joint and several liability claims, guaranty claims, or other similar claims against any other Debtor arising from or relating to the same obligations or liability as such Subsidiary Unsecured Claim, such Holder shall only be entitled to a distribution on one Subsidiary Unsecured Claim against the Debtors in full and final satisfaction of all such Claims; *provided further*, that to the extent that a Holder of a Subsidiary Unsecured Claim against a

Debtor holds any joint and several liability claims, guaranty claims, or other similar claims that constitute a Parent Unsecured Claim, such Holder shall only be entitled to a distribution on account of its Subsidiary Unsecured Claim after reduction on account of any distribution on account of its Parent Unsecured Claim.

4. **Class 3 - 2028 Senior Secured Notes Claims.** Distributions to Holders of Allowed 2028 Senior Secured Notes Claims includes the Make-Whole Amount as set forth in the 2028 Senior Secured Notes Indenture, payment of accrued and unpaid prepetition interest and postpetition interest at the contract, non-default rate, fees and all other amounts due and owing under the 2028 Senior Secured Notes Indenture, and each Holder's Pro Rata share of Distributable Value (including Residual Cash) following payment in full of Claims in Classes 1, 2, 4, and 5. Other amounts that could be due and payable under the 2028 Senior Secured Notes Indenture are excluded.
5. **Class 6 - Parent Unsecured Claims and Class 11 - Contingent Subsidiary Unsecured Claims.** Any remaining Distributable Value left with the Estate after payment in full of Class 1, 2, 3, 4, and 5 Claims is assumed to be distributed Pro Rata to Holders of Allowed Class 6 Parent Unsecured Claims and Holders of Allowed Class 11 Contingent Subsidiary Unsecured Claims.

IV. Wind-Down Budget

| (\$ thousands) | Mo. 1 Aug-24 | Mo. 2 Sep-24 | Mo. 3 Oct-24 | Mo. 4 Nov-24 | Mo. 5 Dec-24 | Mo. 6 Jan-25 | Mo. 7 Feb-25 | Mo. 8 Mar-25 | Mo. 9 Apr-25 | Total Wind-Down |
|---|--------------------|-------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|--------------------|
| CASH FLOW | | | | | | | | | | |
| <u>Receipts</u> | | | | | | | | | | |
| Transaction Proceeds | \$239,000 | — | — | — | — | — | — | — | — | \$239,000 |
| Pre-Close AR Collections | 29,158 | 12,924 | 6,076 | 4,051 | 2,784 | 1,815 | 1,173 | — | — | 57,980 |
| Contingent Earnout from Sale of WH | 11,250 | — | — | — | — | — | — | — | — | 11,250 |
| Total Receipts | \$279,408 | \$12,924 | \$6,076 | \$4,051 | \$2,784 | \$1,815 | \$1,173 | — | — | \$308,230 |
| <u>Operating Disbursements</u> | | | | | | | | | | |
| Contingent/TSA Labor | 265 | 398 | 265 | 114 | 114 | 114 | 114 | 114 | 114 | 1,610 |
| Other Operating Disbursements | 835 | 635 | 635 | 500 | 285 | 285 | 285 | 285 | 285 | 4,030 |
| Total Operating Disbursements | \$1,100 | \$1,033 | \$900 | \$614 | \$399 | \$399 | \$399 | \$399 | \$399 | \$5,640 |
| Operating Cash Flow | \$278,307 | \$11,891 | \$5,175 | \$3,437 | \$2,385 | \$1,416 | \$775 | (\$399) | (\$399) | \$302,590 |
| <u>Wind-Down Related Items</u> | | | | | | | | | | |
| Plan Administrator and Wind-Down | 610 | 610 | 860 | 610 | 310 | 333 | 310 | 310 | 685 | 4,638 |
| Employee Benefits Continuity | 3,235 | 10 | 10 | 5 | 5 | 5 | 5 | 5 | 5 | 3,285 |
| Total Wind-Down Related Items | \$3,845 | \$620 | \$870 | \$615 | \$315 | \$338 | \$315 | \$315 | \$690 | \$7,922 |
| Net Cash Flow | \$274,463 | \$11,271 | \$4,305 | \$2,822 | \$2,070 | \$1,078 | \$460 | (\$714) | (\$1,088) | \$294,668 |
| CASH ROLLFORWARD | | | | | | | | | | |
| Beginning Wind-Down Entity Liquidity | \$96,319 | \$99,341 | \$63,318 | \$67,623 | \$70,446 | \$72,516 | \$73,594 | \$74,054 | \$73,340 | \$96,319 |
| (+/-) Net Cash Flow | 274,463 | 11,271 | 4,305 | 2,822 | 2,070 | 1,078 | 460 | (714) | (1,088) | 294,668 |
| Ending Wind-Down Entity Liquidity | \$370,781 | \$110,612 | \$67,623 | \$70,446 | \$72,516 | \$73,594 | \$74,054 | \$73,340 | \$72,252 | \$390,986 |
| (-) Distributions to: | | | | | | | | | | |
| Unclassified - Admin. and Priority Claims | (31,440) | (30,049) | — | — | — | — | — | — | — | (61,489) |
| Class 4 - Convenience Class Claims | — | (8,846) | — | — | — | — | — | — | — | (8,846) |
| Class 5 - Subsidiary Unsecured Claims | — | (8,399) | — | — | — | — | — | — | — | (8,399) |
| Class 3 - Secured Convertible Notes' Claims | (240,000) | — | — | — | — | — | — | — | (72,252) | (312,252) |
| Class 6 - Parent Unsecured Claims | — | — | — | — | — | — | — | — | — | — |
| Total Distributions | (\$271,440) | (\$47,294) | — | — | — | — | — | — | (\$72,252) | (\$390,986) |
| Ending Liquidity (After Distributions) | \$99,341 | \$63,318 | \$67,623 | \$70,446 | \$72,516 | \$73,594 | \$74,054 | \$73,340 | \$0 | — |

Exhibit G

Transactions Steps Memorandum

Transactions Steps Memorandum

This Transactions Steps Memorandum sets forth a summary description of certain proposed transactions (the “Transactions”) to be effected in connection with the consummation of the transactions contemplated by the *Amended Joint Plan of Reorganization of Invitae Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 630] (as amended, supplemented, or modified from time to time in accordance with its terms, the “Plan”).¹

The Transactions remain under discussion among the Debtors and other parties. Subject to the applicable consent rights contained in the TSA and the Plan, the Debtors reserve all rights to modify, amend, supplement, and restate any part of this Transactions Steps Memorandum as necessary or appropriate. Moreover, the list of steps in this Transactions Steps Memorandum is not necessarily comprehensive.

To the extent there is any inconsistency between this document and the Plan, the Plan shall govern.

The Confirmation Order shall be deemed to authorize all actions as may be necessary or appropriate to effect any transaction described in, contemplated by, or necessary to effectuate the Plan. The Debtors currently anticipate that the Transactions will occur pursuant to the following steps and in the following order, which may be subject to further changes.

Transactions Steps

On or Before the Effective Date:

Step 1: The transaction contemplated under that certain Asset Purchase Agreement dated as of May 1, 2024, by and among Labcorp Genetics Inc (the “Purchaser”), Laboratory Corporation of America Holdings (the “Guarantor”), and Invitae and certain of its subsidiaries (each, a “Seller” and collectively, the “Sellers”) shall have closed, and the Sellers shall have received the proceeds of such transaction from the Purchaser or the Guarantor, as applicable.

On the Effective Date or as soon as reasonably practicable thereafter (unless otherwise specified in the Plan):

Step 2: All Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or effect.

Step 3: The Debtors shall distribute to each Holder of an Allowed Other Secured Claim (Class 1) or an Allowed Other Priority Claim (Class 2) an amount of Cash equal to the amount of such Holder’s Allowed Other Secured Claim or Allowed Other Priority Claim, as applicable, unless (i) such Claim is Reinstated; or (ii) such Holder receives such other recovery necessary to satisfy section 1129 of the Bankruptcy Code, in each case, in full and final satisfaction of its claims.

¹ Capitalized terms used but not defined herein have the meanings given to them in the Plan or in the Asset Purchase Agreement, as applicable.

Step 4: The Debtors shall distribute to each Holder of an Allowed Convenience Class Claim (Class 4) or an Allowed Subsidiary Unsecured Claim (Class 5), as applicable, an amount of Cash equal to the amount of such Holder's Allowed Convenience Class Claim or Allowed Subsidiary Unsecured Claim, in full and final satisfaction of its claims.

Step 5: Following payment in full of Claims in Classes 1, 2, 4, and 5, the Debtors shall distribute to each Holder of an Allowed 2028 Senior Secured Notes Claims (Class 3) its Pro Rata share of Distributable Value (including Residual Cash) that is available to be distributed.

Step 6: To the extent Claims in Classes 1, 2, 3, 4, and 5 are paid in full on the Effective Date, the Debtors shall distribute to each Holder of Allowed Parent Unsecured Claims (Class 6) and Allowed Contingent Subsidiary Unsecured Claims (Class 11) its Pro Rata share of any remaining Distributable Value (including Residual Cash) that is available to be distributed.

As soon as reasonably practicable following the Effective Date:

Step 7: The Debtors shall be liquidated and dissolved, *provided* that at least one Debtor shall continue in existence after the Effective Date as the Wind-Down Debtors to effectuate the Wind Down in accordance with the Plan.

Step 8: To the extent Allowed 2028 Senior Secured Notes Claims (Class 3) are not paid in full on the Effective Date, the Wind-Down Debtors shall distribute to each Holder of such Allowed 2028 Senior Secured Notes Claim its Pro Rata share of any additional Distributable Value realized during the Wind Down until each Holder of Allowed 2028 Senior Secured Notes Claims have been paid in full and final satisfaction of its claims.

Step 9: Following payment in full of Claims in Class 3, the Wind-Down Debtors shall distribute to each Holder of Allowed Parent Unsecured Claims (Class 6) and Allowed Contingent Subsidiary Unsecured Claims (Class 11) its Pro Rata share of any additional Distributable Value realized during the Wind Down, until the earlier of (i) the termination of the Wind Down and the closing of the last of the Chapter 11 Cases and (ii) the full payment of all Allowed Parent Unsecured Claims and Allowed Contingent Subsidiary Unsecured Claims.