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**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)

SUPPLEMENTAL NOTICE

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 <https://www.veritaglobal.net/invitae>. The Debtors' service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.



TO CONTRACT PARTIES TO ASSUMED EXECUTORY CONTRACTS

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES ARE A COUNTERPARTY TO AN EXECUTORY CONTRACT WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON **EXHIBIT A** ATTACHED HERETO.

PLEASE TAKE NOTICE that on February 16, 2024, the United States Bankruptcy Court for the District of New Jersey (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 “Bidding Procedures Order,” and such procedures, the “Bidding Procedures”)² in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the terms of the Successful Bid, the Debtors will assume and assign to Labcorp Genetics Inc. (the “Successful Bidder”) the Executory Contracts listed on **Exhibit A** to which you are a counterparty, upon the Closing of the Sale Transaction. The Debtors have conducted a review of their books and records and have determined that the Cure Payments for unpaid monetary obligations under such Executory Contract is as set forth on **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Payments, object to a proposed assignment to the Successful Bidder of any Executory Contract, or dispute the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Contract, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, the Local Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payments; (iv) state the correct Cure Payments alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (v) be filed with the Court and served and **actually received no later than August 5, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the “**Cure Objection Deadline**”) by the Court and the following parties: (i) the Debtors, Invitae Corporation, 1400 16th Street, San Francisco, California 94103, Attn: Tom Brida (tom.brida@invitae.com); (ii) co-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Nicole L. Greenblatt, P.C. (nicole.greenblatt@kirkland.com); Francis Petrie (francis.petrie@kirkland.com); and Nikki Gavey (nikki.gavey@kirkland.com) and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Spencer A. Winters, P.C. (spencer.winters@kirkland.com); (iii) co-counsel to the Debtors, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com); Warren A. Usatine (wusatine@coleschotz.com); Felice R. Yudkin (fyudkin@coleschotz.com); and Daniel J. Harris

² Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

(dharris@coleschotz.com); (iv) the Office of the United States Trustee for the District of New Jersey, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102, Attn: Jeffrey Sponder (jeffrey.m.sponder@usdoj.gov); and Lauren Bielskie (lauren.bielskie@usdoj.gov); (v) counsel to the official committee of unsecured creditors, White & Case LLP, 1221 6th Avenue, New York, NY 10020, Attn: Harrison Denman (harrison.denman@whitecase.com); and Brett Bakemeyer (brett.bakemeyer@whitecase.com); (vi) counsel to the Successful Bidder, Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, CA 90067, Attn: Erin N. Brady (erin.brady@hoganlovells.com); Edward McNeilly (edward.mcneilly@hoganlovells.com); and William Intner (william.intner@hoganlovells.com); and (vii) any other party that has filed a notice of appearance in these chapter 11 cases; *provided* that the Debtors may modify the Cure Objection Deadline by filing a notice of such modification on the Court's docket.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Payments, (b) the proposed assignment and assumption of any Executory Contract, or (c) adequate assurance of the Successful Bidder's ability to perform is filed by the Cure Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Payments as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional Cure Payments are due under the Executory Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale Transaction.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment of an Executory Contract or related Cure Payments in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the Closing of the Sale Transaction, shall be heard at a later date as may be fixed by the Court.

PLEASE TAKE FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Executory Contract on this Supplemental Assumption Notice does not require or guarantee that such Executory Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such Executory Contracts are reserved. Moreover, the Debtors explicitly reserve the right, in their reasonable discretion, (i) to seek to reject or assume each Executory Contract pursuant to section 365(a) of the Bankruptcy Code and (ii) in accordance with the procedures approved through the Bidding Procedures Order, to allow the Successful Bidder to designate any Executory Contract as assumed and assigned up to two (2) business days prior to the Closing.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of the Executory Contracts or the validity, priority, or amount of any claims of a counterparty to any Contract against the Debtors that may arise under such Executory Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Executory Contract against the Debtors that may arise under such Executory Contract.

Dated: July 28, 2024

/s/ Michael D. Sirota

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

Exhibit A

Schedule of Assumed and Assigned Executory Contracts

Debtor Entity	Case No.	Contract Counterparty	Document Title	Effective Date	Cure Amount
Invitae Corporation	24-11362 (MBK)	Akilah Walker	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Alvin Malave	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Beth Scherr	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Brooklyn Olson	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Chantelle Maria Garcia Stokes	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Chris Craymer	Photographer License Agreement (and any renewals)	4/29/2024	\$0.00
Invitae Corporation	24-11362 (MBK)	Eli Mitnick	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Jessica Blackmore	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Jessica Gadzinski	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Jill Beber-Remez	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Kathryn Larsen	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Kurt Krueger	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Lupe Alvarado	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	May Daniels	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Reshma Gajjar	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Ricarda Perez	Talent Agreement (First)	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Ricarda Perez	Talent Agreement (Second)	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Rishi Mehta	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Talia Perez	Talent Agreement (First)	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Talia Perez	Talent Agreement (Second)	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Jasmine Douglas	Talent Agreement	7/1/2024	\$0.00
Invitae Corporation	24-11362 (MBK)	Tiffany Douglas	Talent Agreement	6/8/2023	\$0.00
Invitae Corporation	24-11362 (MBK)	Timothy DeWitt	Talent Agreement	6/8/2023	\$0.00
Invitae	24-11362	Toavon Sheats	Talent Agreement	6/8/2023	\$0.00

Debtor Entity	Case No.	Contract Counterparty	Document Title	Effective Date	Cure Amount
Corporation	(MBK)				