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Co-Counsel to the Debtors

Co-Counsel to the Debtors

**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)

**DEBTORS' APPLICATION IN LIEU OF
MOTION IN SUPPORT OF ENTRY OF STIPULATION AND AGREED ORDER**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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.



The above-captioned wind-down debtors (collectively, the “Debtors”) submit this application in lieu of motion (the “Application”), pursuant to Local Rule 9019-4(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 *Joint Stipulation and Agreed Order Regarding ASB De Haro Place, LLC and 1400 16th Street LLC* (the “Stipulation and Agreed Order”),² 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”). These chapter 11 cases are being jointly administered under lead Case No. 24-11362.

2. 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. On August 2, 2024, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 913] (the “Confirmation Order”) confirming the *Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 909] (the “Plan”). Under the Plan, Holders of Allowed General Unsecured Claims may elect to treat their Claim as a Convenience Class Claim. Each Holder of an Allowed Convenience Class Claim

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

shall be paid the lesser of (i) twenty-five (25) percent of the amount of the Allowed General Unsecured Claim or (ii) \$250,000 in Cash (the “Convenience Class Claim Treatment”).

4. On August 7, 2024, the Effective Date occurred, and the Plan Administrator was appointed. *See Notice of (A) Entry of the Order Confirming the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 932].

5. Invitae Corporation (“Invitae”) was party to the following leases: (i) that certain lease dated as of December 31, 2020 by and between Invitae as tenant, and ASB De Haro Place, LLC (“ASB De Haro”) as lessor; and (ii) that certain lease dated as of September 2, 2015 by and between Invitae as tenant, and 1400 16th Street LLC (“1400 16th Street”), as lessor (the “ASB De Haro Lease” and the “1400 16th Street Lease”, respectively and together, the “Lease Agreements”). Pursuant to the Lease Agreements, Invitae was obligated to provide a letter of credit as security to both ASB De Haro and 1400 16th Street, respectively. As such, on behalf of Invitae as applicant, JPMorgan Chase Bank, N.A. (“JPM”) issued certain letters of credit in the amount of (i) \$3,520,075.38 in favor of ASB De Haro (the “ASB De Haro LOC”) and (ii) \$4,644,585.00 in favor of 1400 16th Street (the “1400 16th Street LOC”), both as beneficiaries and in their respective capacities as lessors under the Lease Agreements.

6. On February 14, 2024, the Debtors filed the *Debtors’ Motion for Entry of an Order Authorizing (I) Rejection of Certain Unexpired Leases of Non-Residential Real Property and (II) Abandonment of Any Personal Property, Each Effective as of the Rejection Date* [Docket No. 23] (the “Lease Rejection Motion”). Pursuant to the Lease Rejection Motion, the Debtors sought authority to reject the ASB De Haro Lease as of the Petition Date (the “Rejection Date”). On March 18, 2024, the Bankruptcy Court entered the *Order Authorizing (I) Rejection of*

Certain Unexpired Leases of Non-Residential Real Property and (II) Abandonment of Any Personal Property, Each Effective as of the Rejection Date (the “Lease Rejection Order”) [Docket No. 195] which stated that the rejection of the ASB De Haro Lease was effective as of the later of (a) the Rejection Date, and (b) the date on which the Debtors “relinquish[ed] control” of the leased premises.

7. Following the entry of the Lease Rejection Order, ASB De Haro opposed the rejection of the ASB De Haro Lease as of the Rejection Date and alleges that the proper rejection date should be April 17, 2024, because the Debtors did not relinquish control of the leased premises until such date, as required under the Lease Rejection Order; the Debtors dispute this contention.

8. On April 5, 2024, ASB De Haro made a draw request on the ASB De Haro LOC in the amount of \$3,520,075.38 (the “ASB De Haro Draw Funds”). Pursuant to the terms of the ASB De Haro LOC, JPM fulfilled the request for the full amount.

9. On April 15, 2024, ASB De Haro filed a proof of claim in the amount of \$426,803.00 with respect to prepetition amounts owed by Invitae on account of the ASB De Haro Lease (“Claim 895”). On April 30, 2024, ASB De Haro filed a proof of claim in the amount of \$4,814,887.00 with respect to the postpetition rejection of the ASB De Haro Lease (“Claim 1177”).

10. On July 12, 2024, in accordance with the Plan, ASB De Haro elected Convenience Class Claim Treatment with respect to Claim 895 (the “Claim 895 Election”), and on July 13, 2024, ASB De Haro elected Convenience Class Claim Treatment with respect to Claim 1177 (the “Claim 1177 Election”).

11. In full and final satisfaction of ASB De Haro’s claims related to the ASB De Haro Lease, ASB De Haro agrees to the following: (i) ASB De Haro shall have an Allowed Administrative Claim in the amount of \$700,00.00 on account of postpetition rent (the “ASB De

Haro Administrative Claim”), as negotiated and agreed to by the ASB De Haro Lease Parties; (ii) Claim 895 shall be reduced to \$191,592.76³, and ASB De Haro shall have an Allowed General Unsecured Claim in such amount, and will receive Convenience Class Claim Treatment pursuant to the Plan, the Confirmation Order, and the Claim 895 Election; and (iii) ASB De Haro shall have an Allowed General Unsecured Claim for rejection damages in the amount of \$1,298,811.62, which represents the total amount asserted in Claim 1177 *less* the ASB De Haro Draw Funds, and such Allowed General Unsecured Claim shall receive Convenience Class Claim Treatment pursuant to the Plan, the Confirmation Order, and the Claim 1177 Election. For the avoidance of doubt, ASB De Haro shall be entitled to a distribution of (i) \$47,898.19 in satisfaction of Claim 895, representing Convenience Class Treatment and will be paid in accordance with the Plan, and (ii) \$250,000.00 in satisfaction of Claim 1177, representing Convenience Class Treatment and will be paid in accordance with the Plan.

12. After the Petition Date, the 1400 16th Street LOC expired pursuant to its own terms on April 30, 2024. On April 10, 2024, 1400 16th Street drew down on the 1400 16th Street LOC in the amount of \$4,644,585.00 (the “1400 16th Street Draw Funds”). Pursuant to the terms of the 1400 16th Street LOC, JPM fulfilled the request for the full amount.

13. In accordance with the *Order (I) Approving the Sale of the Acquired Assets Free and Clear of All Liens, Claims, and Encumbrances and (II) Authorizing the Debtors to Enter Into and Perform Their Obligations Under the LabCorp Asset Purchase Agreement* [Docket No. 463], Labcorp Genetics Inc. (“Labcorp”) assumed the 1400 16th Street Lease.⁴ Accordingly, on August

³ For the avoidance of doubt, the ASB De Haro Lease Parties agree that Claim 895 shall be reduced from \$426,803.00 to \$191,592.76, which represents the total amount of rent owed for the period February 1, 2024 – February 12, 2024. Rent owed to ASB De Haro by the Debtors for the period of February 13, 2024, through February 29, 2024, is included in the ASB De Haro Administrative Claim.

⁴ See also *Order Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases*

9, 2024, Labcorp delivered to 1400 16th Street a replacement letter of credit as security for the 1400 16th Street Lease.

14. The Parties further agree that within three (3) days of the Bankruptcy Court's entry of this Stipulation and Agreed Order, and provided that the parties have received the necessary wire instructions, 1400 16th Street will return the 1400 16th Street Draw Funds to the Debtors, and the Debtors shall simultaneously pay the ASB De Haro Administrative Claim to ASB De Haro.

15. After the 1400 16th Street Draw Funds are returned to the Debtors, 1400 16th Street and the Debtors shall have no further liability, obligations, or responsibility to each other on account of the 1400 16th Street Lease or the 1400 16th Street LOC.

16. The ASB De Haro Lease Parties have agreed that except as provided in the Stipulation and Agreed Order, the Debtors and ASB De Haro shall have no further liability or obligation to each other with respect to the ASB De Haro Lease or the ASB De Haro LOC.

17. This Application is submitted pursuant to Local Rule 9019-4(b) in lieu of a motion in support of the Debtors' request that the Bankruptcy Court enter the Stipulation and Agreed Order as presented.

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

19. The Debtors submit that the Stipulation and Agreed Order is in the best interest of the Debtors and their estates.

20. No previous application for the relief sought herein has been made to this or any other court.

[Remainder of Page Intentionally Left Blank]

Dated: September 23, 2024

/s/ Michael D. Sirota

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Exhibit A

Stipulation and Agreed Order

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

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
In re: INVITAE CORPORATION, <i>et al.</i> , Debtors. ¹

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

**JOINT STIPULATION AND AGREED ORDER
REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC**

The relief set forth on the following pages, numbered three (3) through ten (10), is
ORDERED.

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.

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

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: JOINT STIPULATION AND AGREED ORDER REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC

1. This stipulation and agreed order (this “Stipulation and Agreed Order”) is made this 23th day of September, 2024, by each of the above-captioned wind-down debtors (collectively, the “Debtors”), ASB De Haro Place, LLC (“ASB De Haro” and together with the Debtors, the “ASB De Haro Lease Parties”), and 1400 16th Street LLC (“1400 16th Street” and together with ASB De Haro and the Debtors, the “Parties”), each as signatory hereto. The Parties hereby stipulate as follows:

RECITALS

2. **WHEREAS**, on February 13, 2024 (the “Petition Date”), the Debtors each filed voluntary petitions 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 (the “Bankruptcy Court”), and such cases are being jointly administered pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure [Docket No. 54];

3. **WHEREAS**, on August 2, 2024, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 913] (the “Confirmation Order”) confirming the *Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 909] (the “Plan”);²

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Confirmation Order, or the Application, as applicable.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: JOINT STIPULATION AND AGREED ORDER REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC

4. **WHEREAS**, under the Plan, Holders of Allowed General Unsecured Claims may elect to treat their Claim as a Convenience Class Claim. Each Holder of an Allowed Convenience Class Claim shall be paid the lesser of (i) twenty-five (25) percent of the amount of the Allowed General Unsecured Claim or (ii) \$250,000 in Cash (the “Convenience Class Claim Treatment”);

5. **WHEREAS**, on August 7, 2024, the Effective Date occurred, and the Plan Administrator was appointed. *See Notice of (A) Entry of the Order Confirming the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 932];

6. **WHEREAS**, Invitae Corporation (“Invitae”) was party to the following leases: (i) that certain lease dated as of December 31, 2020 by and between Invitae as tenant, and ASB De Haro as lessor; and (ii) that certain lease dated as of September 2, 2015 by and between Invitae as tenant, and 1400 16th Street LLC as lessor (the “ASB De Haro Lease” and the “1400 16th Street Lease”, respectively and together, the “Lease Agreements”). Pursuant to the Lease Agreements, Invitae was obligated to provide a letter of credit as security to both ASB De Haro and 1400 16th Street, respectively. As such, on behalf of Invitae as applicant, JPMorgan Chase Bank, N.A. (“JPM”) issued certain letters of credit in the amount of (i) \$3,520,075.38 in favor of ASB De Haro (the “ASB De Haro LOC”) and (ii) \$4,644,585.00 in favor of 1400 16th Street (the “1400 16th Street LOC”), both as beneficiaries and in their respective capacities as lessors under the Lease Agreements;

7. **WHEREAS**, on February 14, 2024, the Debtors filed the *Debtors’ Motion for Entry of an Order Authorizing (I) Rejection of Certain Unexpired Leases of Non-Residential Real Property and (II) Abandonment of Any Personal Property, Each Effective as of the Rejection Date*

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: JOINT STIPULATION AND AGREED ORDER REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC

[Docket No. 23] (the “Lease Rejection Motion”). Pursuant to the Lease Rejection Motion, the Debtors sought authority to reject the ASB De Haro Lease as of the Petition Date (the “Rejection Date”). On March 18, 2024, the Bankruptcy Court entered the *Order Authorizing (I) Rejection of Certain Unexpired Leases of Non-Residential Real Property and (II) Abandonment of Any Personal Property, Each Effective as of the Rejection Date* (the “Lease Rejection Order”) [Docket No. 195] which stated that the rejection of the ASB De Haro Lease was effective as of the later of (a) the Rejection Date, and (b) the date on which the Debtors “relinquish[ed] control” of the leased premises;

8. **WHEREAS**, following the entry of the Lease Rejection Order, ASB De Haro opposed the rejection of the ASB De Haro Lease as of the Rejection Date and alleges that the proper rejection date should be April 17, 2024, because the Debtors did not relinquish control of the leased premises until such date, as required under the Lease Rejection Order; the Debtors dispute this contention;

9. **WHEREAS**, on April 5, 2024, ASB De Haro made a draw request on the ASB De Haro LOC in the amount of \$3,520,075.38 (the “ASB De Haro Draw Funds”). Pursuant to the terms of the ASB De Haro LOC, JPM fulfilled the request for the full amount;

10. **WHEREAS**, on April 15, 2024, ASB De Haro filed a proof of claim in the amount of \$426,803.00 with respect to prepetition amounts owed by Invitae on account of the ASB De Haro Lease (“Claim 895”). On April 30, 2024, ASB De Haro filed a proof of claim in the amount of \$4,814,887.00 with respect to the postpetition rejection of the ASB De Haro Lease (“Claim 1177”);

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Debtors: INVITAE CORPORATION, *et al.*
Case No. 24-11362 (MBK)
Caption of Order: JOINT STIPULATION AND AGREED ORDER REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC

11. **WHEREAS**, on July 12, 2024, in accordance with the Plan, ASB De Haro elected Convenience Class Claim Treatment with respect to Claim 895 (the “Claim 895 Election”), and on July 13, 2024, ASB De Haro elected Convenience Class Claim Treatment with respect to Claim 1177 (the “Claim 1177 Election”);

12. **WHEREAS**, in full and final satisfaction of the ASB De Haro Lease Parties’ claims related to the ASB De Haro Lease, the ASB De Haro Lease Parties agree to the following: (i) ASB De Haro shall have an Allowed Administrative Claim in the amount of \$700,00.00 on account of postpetition rent (the “ASB De Haro Administrative Claim”), as negotiated and agreed to by the ASB De Haro Lease Parties; (ii) Claim 895 shall be reduced to \$191,592.76³, and ASB De Haro shall have an Allowed General Unsecured Claim in such amount, and will receive Convenience Class Claim Treatment pursuant to the Plan, the Confirmation Order, and the Claim 895 Election; and (iii) ASB De Haro shall have an Allowed General Unsecured Claim for rejection damages in the amount of \$1,298,811.62, which represents the total amount asserted in Claim 1177 *less* the ASB De Haro Draw Funds, and such Allowed General Unsecured Claim shall receive Convenience Class Claim Treatment pursuant to the Plan, the Confirmation Order, and the Claim 1177 Election. For the avoidance of doubt, ASB De Haro shall be entitled to a distribution of (i) \$47,898.19 in satisfaction of Claim 895, representing Convenience Class Treatment and will be paid in accordance with the Plan, and (ii) \$250,000.00 in satisfaction of Claim 1177, representing Convenience Class Treatment and will be paid in accordance with the Plan;

³ For the avoidance of doubt, the ASB De Haro Lease Parties agree that Claim 895 shall be reduced from \$426,803.00 to \$191,592.76, which represents the total amount of rent owed for the period February 1, 2024 – February 12, 2024. Rent owed to ASB De Haro by the Debtors for the period of February 13, 2024, through February 29, 2024, is included in the ASB De Haro Administrative Claim.

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Debtors: INVITAE CORPORATION, *et al.*
Case No. 24-11362 (MBK)
Caption of Order: JOINT STIPULATION AND AGREED ORDER REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC

13. **WHEREAS**, after the Petition Date, the 1400 16th Street LOC expired pursuant to its own terms on April 30, 2024. On April 10, 2024, 1400 16th Street drew down on the 1400 16th Street LOC in the amount of \$4,644,585.00 (the “1400 16th Street Draw Funds”). Pursuant to the terms of the 1400 16th Street LOC, JPM fulfilled the request for the full amount;

14. **WHEREAS**, in accordance with the *Order (I) Approving the Sale of the Acquired Assets Free and Clear of All Liens, Claims, and Encumbrances and (II) Authorizing the Debtors to Enter Into and Perform Their Obligations Under the LabCorp Asset Purchase Agreement* [Docket No. 463], Labcorp Genetics Inc. (“Labcorp”) assumed the 1400 16th Street Lease.⁴ Accordingly, on August 9, 2024, Labcorp delivered to 1400 16th Street a replacement letter of credit as security for the 1400 16th Street Lease;

15. **WHEREAS**, the Parties further agree that within three (3) days of the Bankruptcy Court’s entry of this Stipulation and Agreed Order, and provided that the parties have received the necessary wire instructions, 1400 16th Street will return the 1400 16th Street Draw Funds to the Debtors, and the Debtors shall simultaneously pay the ASB De Haro Administrative Claim to ASB De Haro;

16. **WHEREAS**, after the 1400 16th Street Draw Funds are returned to the Debtors, 1400 16th Street and the Debtors shall have no further liability, obligations, or responsibility to each other on account of the 1400 16th Street Lease or the 1400 16th Street LOC; and

⁴ See also *Order Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Labcorp Asset Purchase Agreement* [Docket No. 1016].

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: JOINT STIPULATION AND AGREED ORDER REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC

17. **WHEREAS**, the ASB De Haro Lease Parties have agreed that except as provided in this Stipulation and Agreed Order, the Debtors and ASB De Haro shall have no further liability or obligation to each other with respect to the ASB De Haro Lease or the ASB De Haro LOC.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS STIPULATION, THE FOLLOWING IS SO ORDERED:

18. 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.

19. The foregoing recitals are hereby incorporated by reference into this Stipulation and Agreed Order.

20. This Agreed Order and Stipulation shall be in full and final satisfaction, settlement, releases, and discharge of all of claims (as defined by section 101(5) of the Bankruptcy Code) of ASB De Haro and 1400 16th Street against the Debtors existing as of the date hereof.

21. In full and final satisfaction of the ASB De Haro Lease Parties' claims related to the ASB De Haro Lease, ASB De Haro shall be entitled to: (i) the ASB De Haro Administrative Claim, paid as provided for herein; (ii) \$47,898.19 in satisfaction of Claim 895, paid in accordance with the Plan; and (iii) \$250,000.00 in satisfaction of Claim 1177 paid in accordance with the Plan.

22. The Debtors shall have no further liability or obligation to 1400 16th Street or any other party with respect to the 1400 16th Street Lease, and except as otherwise provided in this Stipulation and Agreed Order, 1400 16th Street have no further liability or obligation to the Debtors with respect to the 1400 16th Street Lease.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: JOINT STIPULATION AND AGREED ORDER REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC

23. Except as otherwise provided in this Stipulation and Agreed Order, the Debtors shall have no further liability or obligation to ASB De Haro or any other party with respect to the ASB De Haro Lease, nor shall ASB De Haro have any further liability or obligation to the Debtors on account of the ASB De Haro Lease.

24. This Court hereby authorizes the Debtors to enter into the Stipulation and Agreed Order pursuant to Bankruptcy Rule 9019.

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

26. 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.

27. 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.

28. 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.

29. Nothing in this Stipulation and Agreed Order is an admission or acknowledgement by the Debtors of the setoff rights or purported setoff rights available to any other party, and the Debtors reserve all rights to dispute the setoff rights or purported setoff rights asserted by any other party.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: JOINT STIPULATION AND AGREED ORDER REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC

30. 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.

31. 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.

32. This 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.

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Dated: September 23, 2024

/s/ Michael D. Sirota

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Exhibit A

Stipulation and Agreed Order

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

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

**JOINT STIPULATION AND AGREED ORDER
REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC**

The relief set forth on the following pages, numbered three (3) through ten (10), is **ORDERED.**

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.

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

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Debtors: INVITAE CORPORATION, *et al.*
Case No. 24-11362 (MBK)
Caption of Order: JOINT STIPULATION AND AGREED ORDER REGARDING ASB DE HARO PLACE, LLC AND 1400 16TH STREET LLC

1. This stipulation and agreed order (this “Stipulation and Agreed Order”) is made this 23th day of September, 2024, by each of the above-captioned wind-down debtors (collectively, the “Debtors”), ASB De Haro Place, LLC (“ASB De Haro” and together with the Debtors, the “ASB De Haro Lease Parties”), and 1400 16th Street LLC (“1400 16th Street” and together with ASB De Haro and the Debtors, the “Parties”), each as signatory hereto. The Parties hereby stipulate as follows:

RECITALS

2. **WHEREAS**, on February 13, 2024 (the “Petition Date”), the Debtors each filed voluntary petitions 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 (the “Bankruptcy Court”), and such cases are being jointly administered pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure [Docket No. 54];

3. **WHEREAS**, on August 2, 2024, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 913] (the “Confirmation Order”) confirming the *Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 909] (the “Plan”);²

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan, the Confirmation Order, or the Application, as applicable.

Debtors: INVITAE CORPORATION, *et al.*
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4. **WHEREAS**, under the Plan, Holders of Allowed General Unsecured Claims may elect to treat their Claim as a Convenience Class Claim. Each Holder of an Allowed Convenience Class Claim shall be paid the lesser of (i) twenty-five (25) percent of the amount of the Allowed General Unsecured Claim or (ii) \$250,000 in Cash (the “Convenience Class Claim Treatment”);

5. **WHEREAS**, on August 7, 2024, the Effective Date occurred, and the Plan Administrator was appointed. *See Notice of (A) Entry of the Order Confirming the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 932];

6. **WHEREAS**, Invitae Corporation (“Invitae”) was party to the following leases: (i) that certain lease dated as of December 31, 2020 by and between Invitae as tenant, and ASB De Haro as lessor; and (ii) that certain lease dated as of September 2, 2015 by and between Invitae as tenant, and 1400 16th Street LLC as lessor (the “ASB De Haro Lease” and the “1400 16th Street Lease”, respectively and together, the “Lease Agreements”). Pursuant to the Lease Agreements, Invitae was obligated to provide a letter of credit as security to both ASB De Haro and 1400 16th Street, respectively. As such, on behalf of Invitae as applicant, JPMorgan Chase Bank, N.A. (“JPM”) issued certain letters of credit in the amount of (i) \$3,520,075.38 in favor of ASB De Haro (the “ASB De Haro LOC”) and (ii) \$4,644,585.00 in favor of 1400 16th Street (the “1400 16th Street LOC”), both as beneficiaries and in their respective capacities as lessors under the Lease Agreements;

7. **WHEREAS**, on February 14, 2024, the Debtors filed the *Debtors’ Motion for Entry of an Order Authorizing (I) Rejection of Certain Unexpired Leases of Non-Residential Real Property and (II) Abandonment of Any Personal Property, Each Effective as of the Rejection Date*

Debtors: INVITAE CORPORATION, *et al.*
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[Docket No. 23] (the “Lease Rejection Motion”). Pursuant to the Lease Rejection Motion, the Debtors sought authority to reject the ASB De Haro Lease as of the Petition Date (the “Rejection Date”). On March 18, 2024, the Bankruptcy Court entered the *Order Authorizing (I) Rejection of Certain Unexpired Leases of Non-Residential Real Property and (II) Abandonment of Any Personal Property, Each Effective as of the Rejection Date* (the “Lease Rejection Order”) [Docket No. 195] which stated that the rejection of the ASB De Haro Lease was effective as of the later of (a) the Rejection Date, and (b) the date on which the Debtors “relinquish[ed] control” of the leased premises;

8. **WHEREAS**, following the entry of the Lease Rejection Order, ASB De Haro opposed the rejection of the ASB De Haro Lease as of the Rejection Date and alleges that the proper rejection date should be April 17, 2024, because the Debtors did not relinquish control of the leased premises until such date, as required under the Lease Rejection Order; the Debtors dispute this contention;

9. **WHEREAS**, on April 5, 2024, ASB De Haro made a draw request on the ASB De Haro LOC in the amount of \$3,520,075.38 (the “ASB De Haro Draw Funds”). Pursuant to the terms of the ASB De Haro LOC, JPM fulfilled the request for the full amount;

10. **WHEREAS**, on April 15, 2024, ASB De Haro filed a proof of claim in the amount of \$426,803.00 with respect to prepetition amounts owed by Invitae on account of the ASB De Haro Lease (“Claim 895”). On April 30, 2024, ASB De Haro filed a proof of claim in the amount of \$4,814,887.00 with respect to the postpetition rejection of the ASB De Haro Lease (“Claim 1177”);

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11. **WHEREAS**, on July 12, 2024, in accordance with the Plan, ASB De Haro elected Convenience Class Claim Treatment with respect to Claim 895 (the “Claim 895 Election”), and on July 13, 2024, ASB De Haro elected Convenience Class Claim Treatment with respect to Claim 1177 (the “Claim 1177 Election”);

12. **WHEREAS**, in full and final satisfaction of the ASB De Haro Lease Parties’ claims related to the ASB De Haro Lease, the ASB De Haro Lease Parties agree to the following: (i) ASB De Haro shall have an Allowed Administrative Claim in the amount of \$700,00.00 on account of postpetition rent (the “ASB De Haro Administrative Claim”), as negotiated and agreed to by the ASB De Haro Lease Parties; (ii) Claim 895 shall be reduced to \$191,592.76³, and ASB De Haro shall have an Allowed General Unsecured Claim in such amount, and will receive Convenience Class Claim Treatment pursuant to the Plan, the Confirmation Order, and the Claim 895 Election; and (iii) ASB De Haro shall have an Allowed General Unsecured Claim for rejection damages in the amount of \$1,298,811.62, which represents the total amount asserted in Claim 1177 *less* the ASB De Haro Draw Funds, and such Allowed General Unsecured Claim shall receive Convenience Class Claim Treatment pursuant to the Plan, the Confirmation Order, and the Claim 1177 Election. For the avoidance of doubt, ASB De Haro shall be entitled to a distribution of (i) \$47,898.19 in satisfaction of Claim 895, representing Convenience Class Treatment and will be paid in accordance with the Plan, and (ii) \$250,000.00 in satisfaction of Claim 1177, representing Convenience Class Treatment and will be paid in accordance with the Plan;

³ For the avoidance of doubt, the ASB De Haro Lease Parties agree that Claim 895 shall be reduced from \$426,803.00 to \$191,592.76, which represents the total amount of rent owed for the period February 1, 2024 – February 12, 2024. Rent owed to ASB De Haro by the Debtors for the period of February 13, 2024, through February 29, 2024, is included in the ASB De Haro Administrative Claim.

Debtors: INVITAE CORPORATION, *et al.*
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13. **WHEREAS**, after the Petition Date, the 1400 16th Street LOC expired pursuant to its own terms on April 30, 2024. On April 10, 2024, 1400 16th Street drew down on the 1400 16th Street LOC in the amount of \$4,644,585.00 (the “1400 16th Street Draw Funds”). Pursuant to the terms of the 1400 16th Street LOC, JPM fulfilled the request for the full amount;

14. **WHEREAS**, in accordance with the *Order (I) Approving the Sale of the Acquired Assets Free and Clear of All Liens, Claims, and Encumbrances and (II) Authorizing the Debtors to Enter Into and Perform Their Obligations Under the LabCorp Asset Purchase Agreement* [Docket No. 463], Labcorp Genetics Inc. (“Labcorp”) assumed the 1400 16th Street Lease.⁴ Accordingly, on August 9, 2024, Labcorp delivered to 1400 16th Street a replacement letter of credit as security for the 1400 16th Street Lease;

15. **WHEREAS**, the Parties further agree that within three (3) days of the Bankruptcy Court’s entry of this Stipulation and Agreed Order, and provided that the parties have received the necessary wire instructions, 1400 16th Street will return the 1400 16th Street Draw Funds to the Debtors, and the Debtors shall simultaneously pay the ASB De Haro Administrative Claim to ASB De Haro;

16. **WHEREAS**, after the 1400 16th Street Draw Funds are returned to the Debtors, 1400 16th Street and the Debtors shall have no further liability, obligations, or responsibility to each other on account of the 1400 16th Street Lease or the 1400 16th Street LOC; and

⁴ See also *Order Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Labcorp Asset Purchase Agreement* [Docket No. 1016].

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17. **WHEREAS**, the ASB De Haro Lease Parties have agreed that except as provided in this Stipulation and Agreed Order, the Debtors and ASB De Haro shall have no further liability or obligation to each other with respect to the ASB De Haro Lease or the ASB De Haro LOC.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS STIPULATION, THE FOLLOWING IS SO ORDERED:

18. 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.

19. The foregoing recitals are hereby incorporated by reference into this Stipulation and Agreed Order.

20. This Agreed Order and Stipulation shall be in full and final satisfaction, settlement, releases, and discharge of all of claims (as defined by section 101(5) of the Bankruptcy Code) of ASB De Haro and 1400 16th Street against the Debtors existing as of the date hereof.

21. In full and final satisfaction of the ASB De Haro Lease Parties' claims related to the ASB De Haro Lease, ASB De Haro shall be entitled to: (i) the ASB De Haro Administrative Claim, paid as provided for herein; (ii) \$47,898.19 in satisfaction of Claim 895, paid in accordance with the Plan; and (iii) \$250,000.00 in satisfaction of Claim 1177 paid in accordance with the Plan.

22. The Debtors shall have no further liability or obligation to 1400 16th Street or any other party with respect to the 1400 16th Street Lease, and except as otherwise provided in this Stipulation and Agreed Order, 1400 16th Street have no further liability or obligation to the Debtors with respect to the 1400 16th Street Lease.

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23. Except as otherwise provided in this Stipulation and Agreed Order, the Debtors shall have no further liability or obligation to ASB De Haro or any other party with respect to the ASB De Haro Lease, nor shall ASB De Haro have any further liability or obligation to the Debtors on account of the ASB De Haro Lease.

24. This Court hereby authorizes the Debtors to enter into the Stipulation and Agreed Order pursuant to Bankruptcy Rule 9019.

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

26. 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.

27. 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.

28. 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.

29. Nothing in this Stipulation and Agreed Order is an admission or acknowledgement by the Debtors of the setoff rights or purported setoff rights available to any other party, and the Debtors reserve all rights to dispute the setoff rights or purported setoff rights asserted by any other party.

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Dated: September 23, 2024

/s/ Michael D. Sirota

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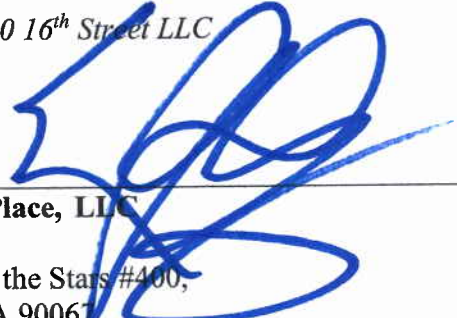
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