

CHIESA SHAHINIAN & GIANTOMASI PC

Terri Jane Freedman, Esq.
105 Eisenhower Parkway
Roseland, New Jersey 07068
Telephone: (973) 530-2152
Fax: (973) 325-1501
Email: tfreedman@csglaw.com

-and -

WOODS ROGERS VANDEVENTER BLACK PLC

James K. Donaldson, Esq. (admitted in Virginia only)
901 East Byrd Street, Suite 1600
Richmond, Virginia 23219
Telephone: (804) 343-5028
Fax: (804) 325-4391
Email: jed.donaldson@wrvblaw.com

Co-Counsel for CSC Leasing Co.

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

_____)	
<i>In re:</i>)	Chapter 11
)	
Invitae Corporation, <i>et al.</i> ,)	Case No. 24-11362-MBK
)	
<i>Debtors.</i>)	(Joint Administration)
_____)	

**CSC LEASING CO.'S LIMITED OBJECTION AND RESERVATION OF RIGHTS IN
RESPONSE TO DEBTORS' PROPOSED CURE AMOUNT**

CSC Leasing Co. ("CSC") files this *Limited Objection And Reservation Of Rights In Response To Debtors' Proposed Cure Amount* (the "Cure Notice"¹), filed with the Court on April 25, 2024 [ECF No. 365]. In support, CSC states as follows:

¹ Unless expressly stated otherwise, capitalized terms not defined herein shall have the meaning ascribed to them in the Cure Notice.



1. CSC leases equipment to Invitae Corporation (the “Debtor”, and together with affiliated Debtors, the “Debtors”), pursuant to a master lease agreement, no. 2021047, dated April 7, 2021 (the “Master Lease”) between CSC and the Debtor. Pursuant to the Master Lease, CSC and the Debtor executed (A) two lease schedules: Lease Schedule A and Lease Schedule B (the “Lease Schedules”); and (B) an acceptance certificate corresponding to each Lease Schedule, by which the Debtor certified that it had accepted, received, and installed by the Debtor (the “Acceptance Certificates”; and together with the Master Lease, Lease Schedules, and all related notices, supplementary agreements, and documents, the “CSC Lease Documents”).

2. In connection with the proposed Sale Transaction, the Debtors filed the Cure Notice on April 25, 2024, indicating that the Debtor intends to assume and assign the Master Lease and Lease Schedule A to the Successful Bidder. The Master Lease and Lease Schedule A pertains to equipment and personal property owned by CSC and leased to, and used by, the Debtors in San Francisco, California, with a stated cure amount of \$0.00, as follows:

Invitae Corporation	24-11362 (MBK)	CSC Leasing Co.	CSC Leasing Co. Master Lease Agreement - Agreement No. 2021047	4/7/21	\$	0.00
Invitae Corporation	24-11362 (MBK)	CSC Leasing Co.	Schedule A to Master Lease Agreement #2021047	9/13/21	\$	0.00

(ECF No. 365, at 96.)

3. The Debtors have not yet paid to CSC post-petition rental amounts due under Lease Schedule A for March, April, and, as of today, May 2024. The monthly rent, with applicable taxes, due to CSC for Lease Schedule A is \$21,455.73 per month. Including May 2024 rent—for 3 months’ rent and associated taxes—the cure amount associated with Lease Schedule A is \$64,367.19.²

² The Debtor has also failed to pay CSC post-petition rental amounts due for March, April, and, as of today, May for Lease B. However, at this time, and based on the Cure Notice, the Debtors do not intend to assume and assign to the Successful Bidder Lease Schedule B, which concerns leased equipment maintained in Morrisville, NC. CSC reserves all its rights, claims, remedies, and defenses concerning Lease Schedule B, including, without limitation, those under 11 U.S.C. § 365, any amounts due under Lease Schedule B, and the equipment subject to Lease Schedule B.

4. The parties' advisors are currently addressing the unpaid post-petition amounts for March and April 2024 due and owing to CSC under the CSC Lease Documents, and, at this time, the parties are working to process that payment. CSC is hopeful that this cure objection may be moot in part, or in whole, in the near future.

5. CSC reserves all its rights, claims, defenses, and remedies under applicable law and contract concerning the Cure Notice, the Sale Transaction, and the Successful Bidder, including, without limitation, concerning all the CSC Lease Documents, the cure amount and payment, adequate assurance of the Successful Bidder, the Debtors, and any third-parties. Nothing in this response is intended to, nor shall be construed to, waive, prejudice, and/or otherwise release any of CSC's rights, claims, defenses, and remedies.

WHEREFORE, CSC Leasing Co. respectfully requests that the Court condition assumption and assignment of Lease Schedule A consistent with this limited objection, and grant such other relief that the Court deems proper.

Dated: May 1, 2024

Respectfully submitted,

/s/ Terri Jane Freedman

Terri Jane Freedman, Esq.

CHIESA SHAHINIAN & GANTOMASI PC

105 Eisenhower Parkway

Roseland, New Jersey 07068

(973) 325-1500 (Phone)

(973) 325-1501 (Fax)

Email: tfreedman@csglaw.com

- And -

James K. Donaldson, Esq. (admitted in Virginia only)

WOODS ROGERS VANDEVENTER BLACK PLC

901 East Byrd Street, Suite 1600

Richmond, Virginia 23219

Telephone: (804) 343-5028

Fax: (804) 325-4391

Email: jed.donaldson@wrvblaw.com

Co-Counsel for CSC Leasing Co

CERTIFICATE OF SERVICE

I hereby certify that on May 1, 2024, a true copy of the foregoing was served via electronic CM/ECF Notification and/or via electronic mail on the following parties, and all parties who have filed a notice of appearance in the within case:

Invitae Corporation
ATTN: Tom Brida
tom.brida@invitae.com

Debtor

Kirkland & Ellis LLP
Nicole L. Greenblatt, Esq.
Francis Petrie, Esq.
Spencer Winters, Esq.
Nikki Gavey, Esq.
nicole.greenblatt@kirkland.com
francis.petrie@kirkland.com
spencer.winters@kirkland.com
nikki.gavey@kirkland.com

Debtors' Proposed Counsel

Cole Schotz P.C.
Michael Sirota, Esq.
Warren Usatine, Esq.
Felice Yudkin, Esq.
Daniel Harris, Esq.
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
dharris@coleschotz.com

Office of the U.S. Trustee
Jeffrey Sponder, Esq.
Lauren Bielski, Esq.
jeffrey.m.sponder@usdoj.gov
lauren.bielskie@usdoj.gov

Office of the U.S. Trustee

Debtors' Co-Counsel

White & Case LLP
Harrison Denman, Esq.
Brett Bakeymer, Esq.
harrison.denman@whitecase.com
brett.bakemeyer@whitecase.com

Hogan Lovells US LLP
Erin Brady, Esq.
Edward McNeilly, Esq.
William Intner, Esq.
erin.brady@hoganlovells.com
edward.mcneilly@hoganlovells.com
william.intner@hoganlovells.com

*Counsel to the Official Committee of
Unsecured Creditors*

Counsel to the Successful Bidder