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)

THE DEBTORS', THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS', AND THE UNITED STATES TRUSTEE'S JOINT STIPULATION OF UNDISPUTED FACTS RELATED TO THE DEBTORS' APPLICATION TO RETAIN KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS-IN-POSSESSION

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), the Official Committee of Unsecured Creditors (the "Committee"), and the Office of the United States Trustee for Region 3 (the "UST") appointed or acting in these chapter 11 cases (the "Cases") hereby submit the following Joint Stipulation of Undisputed Facts (the "Undisputed Facts") in connection with the (i) *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of February 13, 2024* [ECF No. 158] (the "Retention Application") to be heard on May 7, 2024, (ii) *The Official Committee of Unsecured Creditors' Limited Objection to Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of February 13, 2024* [ECF No.

[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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283] (the "Limited Objection"), (iii) the *Objection of the United States Trustee to Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors-In-Possession Effective as of February 13, 2024* and (iv) *Debtors' Reply in Support of Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of February 13, 2024* [ECF No. 363].

UNDISPUTED FACTS[2]

1. Invitae Corporation ("Invitae") is a medical genetics company that delivers genetic testing services, digital health solutions, and health data services that support a lifetime of patient care and improved outcomes. Invitae was founded in January 2010 and went public via an initial public offering in February 2015. Invitae has an in-house legal department that has retained outside counsel in the past.

2. Deerfield Management Company is a healthcare investment firm. It publicizes that it has more than 150 private and public investments across the life science, medical device, diagnostic, digital health and health service industries at all stages of evolution from start-up to mature company. Deerfield Management Company has an in-house legal department that has retained outside counsel in the past.

3. Kirkland & Ellis LLP and Kirkland & Ellis International LLP (together "K&E") frequently represent debtors in chapter 11 proceedings, representing debtors in 42 chapter 11 cases

[2] Capitalized terms not defined herein have the meaning ascribed to them in the Limited Objection.

in the past three years.[3] Over the past three years, Kirkland represented 29 debtors with liabilities of over $1 billion in chapter 11 cases.

4. K&E currently represents the Debtors.

5. In its capacity as counsel to the Debtors, K&E provides legal advice to the Debtors' Board of Directors (the "Board"), the Special Committee, and Jill Frizzley, each in their capacities as the governing bodies of the Debtors. The Debtors have taken the position that all such advice remains subject to applicable privileges. The Debtors assert that all of Invitae's directors except for its CEO qualify as independent within the meaning of the listing standards of the New York Stock Exchange.

6. K&E does not separately represent the Board and has not executed an engagement letter with the Board.

[3] *See, e.g.*, *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Feb. 28, 2024); *In re Caresimatic Brands* LLC, No. 24-10561 (VFP) (Bankr. D.N.J. Jan. 22, 2024); *In re WeWork Inc.*, No. 23-19865 (Bankr. D.N.J. Nov. 6, 2023); *In re Rite Aid Corp.*, No. 23-18993 (Bankr. D.N.J. Oct. 17, 2023); *In re Cyxtera Techs.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 4, 2023); *In re Brilliant National Services, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. April 26, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. April 23, 2023); *In re David's Bridal*, No. 23-13131 (CMG) (Bankr. D.N.J. April 17, 2023); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Nov. 28, 2022); *In re Express, Inc.*, No. 24-10831 (KBO) (Bankr. D. Del. Apr. 22, 2024); *In re Sientra, Inc.*, No. 24-10245 (JTD) (Bankr. D. Del. Feb. 12, 2024); *In re SmileDirectClub, Inc.*, No. 23-90786 (CML) (Bankr. S.D. Tex. Sept. 29, 2023); *In re Center for Autism and Related Disorders*, No. 23-90709 (DRJ) (Bankr. June 10, 2023); *In re PGX Holdings*, No. 23-10718 (CTG) (Bankr. D. Del. June 4, 2023); *In re GenesisCare*, No. 23-90614 (DRJ) (Bankr. S.D. Tex. June 1, 2023); *In re QualTek, LLC*, No. 23-90584 (CML) (Bankr. S.D. Tex. May 24, 2023); *In re Benefytt Tech., Inc.* No. 23-90566 (CML) (Bankr. S.D. Tex. May 23, 2023); *In re Envision Healthcare Corp.*, No. 23-90342 (CML) (Bankr. S.D. Tex. May 15, 2023); *In re Venator Materials* PLC, No. 23-90301 (DRJ) (Bankr. S.D. Tex. May 14, 2023); *In re Lannett Company, Inc.*, No. 23-10559 (JKS) (Bankr. D. Del. May 2, 2023); *In re SiO2 Medical Products Inc.*, No. 23-10366 (JTD) (Bankr. D. Del. March 29, 2023); *In re Avaya Inc.*, No. 23-90088 (DRJ) (Bankr. Feb. 14, 2023); *In re NBG Home*, No. 23-90071 (DRJ) (Bankr. S.D.Tex. Jan. 31, 2023); *In re Invacare*, No. 23-90068 (CML) (Bankr. S.D. Tex. Jan 31, 2023); *In re Nautical Solutions LLC*, No. 23-90002 (CML) (Bankr. S.D. Tex. Jan. 9, 2023); *In re Pipeline Health Systems*, *LLC*, No. 22-90291 (MI) (Bankr. S.D. Tex. Oct. 2, 2022); *In re Cineworld Grp. plc*, No. 22-90168 (Bankr. S.D. Tex. Sept. 7, 2022); *In re Carestream Health, Inc.*, No. 22-10778 (D. Del. Aug. 23, 2022); *In re Altera Infrastructure L.P.*, No. 22-90130 (S.D. Tex. Aug. 12, 2022); *In re Aearo Techs. LLC*, No. 22-02890 (JJG) (Bankr. S.D. Tex. July 26, 2022); *In re Global Brands Group*, No. 21-11369 (MEW) (Bankr. S.D.N.Y. July 29, 2021); *In re Celsius Network LLC*, No. 22-10964 (Bankr. S.D.N.Y. July 13, 2022); *In re Voyager Digital Holdings, Inc.*, No. 22-10943 (Bankr. S.D.N.Y. July 5, 2022); *In re HONX, Inc.*, No. 22-90035 (Bankr. S.D. Tex. Apr. 28, 2022); *In re FSO Jones, LLC*, No. 22-10196 (Bankr. E.D. La. Feb. 28, 2022); *In re Seadrill New Fin. Ltd.*, No. 22-90001 (Bankr. S.D. Tex. Jan. 11, 2022); *In re Nordic Aviation Cap. Designated Activity Co.*, No. 21-33693 (Bankr. E.D. Va. Dec. 19, 2021); *In re Riverbed Tech., Inc.*, No. 21-11503 (Bankr. D. Del. Nov. 16, 2021); *In re Carlson Travel, Inc.*, No. 21-90017 (Bankr. S.D. Tex. Nov. 11, 2021); *In re Wash. Prime Grp. Inc.*, No. 21-31948 (Bankr. S.D. Tex. June 13, 2021); *In re Alex and Ani, LLC*, No. 21-10918 (Bankr. D. Del. June 9, 2021); *In re Katerra, Inc.*, No. 21-31861 (Bankr. S.D. Tex. June 6, 2021).

7. K&E does not separately represent any committees of the Board and has not executed an engagement letter with any such committees.

8. K&E does not separately represent any member of the Board, including Ms. Frizzley, and has not executed an engagement letter with any Board members.

9. None of the Debtors' Board, the Special Committee, or Ms. Frizzley have retained any separate counsel, other than the Debtors' retention of K&E, in connection with these Cases or the Investigation.

10. The Board formed a pricing committee (the "Pricing Committee") in connection with the 2023 Exchange composed of Randall Scott, Christine Gojanc, and Eric Aguiar that was delegated the authority to determine the number of notes and shares to be issued, the conversion price for the new notes, the exercise price of certain warrants, and the power to negotiate the terms and conditions of the 2023 Exchange.

11. On February 28, 2023, in a "transaction led by Deerfield Management," Invitae exchanged $305.7 million of 2024 Convertible Senior Unsecured Notes for $275.3 million of the 4.5% Series A Convertible Senior Secured Notes and 14.2 million shares of common stock, and issued and sold $30 million of the 4.5% Series B Convertible Senior Secured Notes, both due on March 15, 2028.[4] Deerfield held 79.1% of the $305.7 million 2024 Convertible Senior Unsecured Notes exchanged.

12. On August 22, 2023, the Company entered into another exchange with respect to the 2024 Convertible Unsecured Notes whereby Deerfield exchanged all of the remaining 2024 Convertible Senior Unsecured Notes held by Deerfield in the principal amount of $17.2 million

[4] Press Release, Invitae Corp., Invitae Announces Convertible Notes and Share Exchange and New Convertible Notes Issuance (February 28, 2023), https://ir.invitae.com/news-and-events/press-releases/press-release-details/2023/Invitae-Announces-Convertible-Notes-and-Share-Exchange-and-New-Convertible-Notes-Issuance/default.aspx

for $100,000 of Series A Notes and approximately 15.8 million shares of Invitae's common stock. No other holder of 2024 Convertible Unsecured Notes participated in that exchange.

13. The Board members who approved the transactions that composed the 2023 Exchange were Eric Aguiar, Geoffrey Crouse, Kenneth Knight, Kimber Lockhart, Chitra Nayak, William Osborne, Randy Scott, and Christine Gorjanc. The officers who executed the transactions that composed the 2023 Exchange were Kenneth Knight, Yafei (Roxi) Wren, Robert Dickey, and Thomas Brida.

14. On July 27, 2021, K&E executed an engagement letter (the "Deerfield EL") with Deerfield Management Company, L.P. (with its affiliates, "Deerfield") for the provision of advice "in connection with partnership advice related to [Deerfield's] governing agreements and management arrangements." Peter M. Vaglio, P.C., a partner in K&E's Investment Fund's group, executed the Deerfield EL on behalf of K&E. A true and correct copy of the Deerfield EL is attached hereto as **Exhibit A**.

15. On September 22, 2023, the Debtors retained K&E. Prior to their retention, K&E had never worked for or been retained by the Debtors. A true and correct copy of K&E's engagement letter with Invitae is attached hereto as **Exhibit B** (the "Invitae EL").

16. K&E represented Deerfield in seven current and ongoing matters at the time the Debtors engaged K&E. K&E has since added two additional ongoing engagements with Deerfield. K&E has invoiced Deerfield $0 on four of these matters. Since the inception of the client relationship with Deerfield, K&E has invoiced Deerfield $2,372,815 in total for all matters. In the last three years, K&E has invoiced Deerfield $2,362,815 in total for all matters. In 2023, K&E invoiced Deerfield $1,884,294 or 0.03% of K&E's annual revenue for that year. Year to date, K&E has invoiced Deerfield $36,610 in total for all matters.

17. Three K&E attorneys, a partner in K&E's International Trade group, an associate in K&E's Tax group, and a partner in K&E's Executive Compensation Group, have worked on both the Invitae matter and other ongoing matters where K&E represents Deerfield. Collectively, these three lawyers have billed 3.9 hours to the Invitae matter since the beginning of K&E's engagement with the Debtors, with 1.5 of the hours being billed between October 11 and October 16, 2023. The last time entry for any of these lawyers occurred on April 16, 2024. Based on K&E's records, it has billed no restructuring work to Deerfield and none of the restructuring partners working on these Cases have billed time to any Deerfield matters.

18. At the time of its engagement in September 2023, K&E did not inform the Debtors of its current representation of Deerfield in unrelated ongoing matters. The Debtors were informed at the time of engagement that K&E currently represented numerous business entities with which the Debtors had relations in which the interests of the Debtors and those business entities may diverge in matters unrelated to K&E's representation of the Debtors. Prior to the engagement, K&E discussed the Debtors' capital structure with the Debtors and specifically informed them that K&E could be adverse to all of the creditors in the Debtors' capital structure, including Deerfield, and that K&E had been and was actively adverse to Deerfield in multiple matters[5] and could be adverse to Deerfield for the Debtors.

19. On March 12, 2024, K&E first disclosed its ongoing representation of Deerfield in unrelated matters to the Debtors in connection with the preparation of K&E's Retention Application and the declaration of Spencer Winters in support of the Retention Application. The Debtors reviewed and approved K&E's Retention Application and the declaration of Spencer Winters in support of the Retention Application prior to their filing.

[5] *See, e.g.*, *In re Lannett Company, Inc.*, No. 23-10559 (JKS) (Bankr. D. Del. May 2, 2023).

20. K&E does not represent Deerfield in these Cases. Deerfield is represented in these Cases by Sullivan & Cromwell LLP ("S&C").

21. K&E was not counsel to Invitae at the time of the 2023 Exchange. Latham & Watkins LLP advised Invitae on the 2023 Exchange.

22. On September 23, 2023, the Board formed a Special Committee comprised of William Osborne, Randy Scott, Eric Aguiar, and Christine Gorjanc. The Board "delegated to the Special Committee certain rights, authority and powers in connection with evaluating a potential transaction or series of strategic transactions to strengthen the [Invitae's] business and optimize [Invitae's] capital structure and liquidity and resolve certain conflict of interest matters."

23. On October 18, 2023, the Special Committee authorized K&E "to conduct an independent review and assessment of certain transactions, including [Invitae's] March 2023 exchange transaction by certain holders of the [Invitae's] convertible notes due in 2024 for secured convertible notes due in 2028 and the related purchase of secured convertible notes due in 2028 [(the "2023 Exchange").]" On the same day, the Special Committee also authorized the "engagement of Jill Frizzley as an advisor to the [Special] Committee."

24. On October 20, 2023, Deerfield sent the Debtors a term sheet that outline the terms of a chapter 11 filing and section 363 sale process that would be funded with the Debtors' balance sheet cash. The term sheet provided that the terms of that transaction would be documented in a Restructuring Support Agreement between Deerfield and the Debtors and included a bracketed potential chapter 11 filing milestone date of "[November 15, 2023]."

25. On October 23, 2023, Invitae executed an engagement agreement with Ms. Frizzley (the "Frizzley EL") to serve as an independent advisor to Invitae with the option to serve as an independent director of the Company upon execution of a subsequent mutual agreement.

26. Prior to the execution of the Frizzley EL, Ms. Frizzley had never been employed or otherwise worked for Invitae and therefore had no role in the 2023 Exchange.

27. Ms. Frizzley was a restructuring lawyer for nearly two decades and has since served on more than 60 boards of directors, including where other firms were company counsel. She has been appointed as an independent director of ten companies in which K&E was debtor's counsel in the last four years and has received over $1.5 million in compensation in connection with those matters. The majority of Ms. Frizzley's income comes from compensation from board positions where K&E is not debtor counsel.

28. The Investigation reviewed, considered, and evaluated the following potential claims and causes of action related to prepetition transactions, including the 2023 Exchange: (1) breach of contract, (2) breach of the implied covenant of good faith and fair dealing, (3) fraudulent conveyance/transfer, and (4) breach of fiduciary duty.

29. Potential defendants of certain of the estate claims and causes of action investigated by K&E included Deerfield and the other holders of the Secured Notes, Eric Aguiar, Geoffrey Crouse, Kenneth Knight, Kimber Lockhart, Chitra Nayak, William Osborne, Randy Scott, Yafei (Roxi) Wren, Robert Dickey, Thomas Brida, and Christine Gorjanc.

30. On December 7, 2023, the Board entered into a Unanimous Written Consent whereby it "determined in the exercise of its business judgment that it is advisable and in the best interests of Invitae and its stakeholders to appoint Ms. Frizzley to the Board as an independent and disinterested director of the Board and as a member of the Special Committee." A copy of the December 7, 2023 Unanimous Written Consent is attached as **Exhibit C**.

31. The TSA was contemplated in the Second Supplemental Indenture to the 2028 Senior Secured Notes, which was approved by the Board on December 7, 2023 and executed on December 8, 2023.

32. K&E provided advice to the Debtors with respect to the Investigation. On December 19, 2023, K&E provided a status update with respect to the Investigation to Ms. Frizzley. On January 3, 2024, K&E presented findings from the Investigation and legal analysis as to the viability of potential claims and causes of action that were investigated to the full Board, including the Special Committee and Ms. Frizzley. On January 2, 2024, prior to presenting to the full Board and the Special Committee, K&E presented its findings to Ms. Frizzley. The Debtors have asserted that all such advice, legal analysis, and findings remain subject to applicable privileges.

33. The Debtors negotiated the Transaction Support Agreement (the "TSA") with Deerfield Partners, L.P., which is referred to in the TSA as the "Consenting Stakeholder." K&E provided the initial draft of the TSA to S&C on December 26, 2023. S&C then provided a TSA term sheet to K&E on January 9, 2024. The Debtors and Deerfield negotiated the terms of the TSA thereafter.

34. K&E advised the Debtors in connection with its negotiation of the TSA. The TSA was executed on February 13, 2024. A true and correct copy of the TSA is attached hereto as **Exhibit D**. Deerfield holds approximately 78% of the Debtors' 2028 Senior Secured Notes, is the only non-debtor signatory to the TSA. Deerfield and its affiliates constitute "Required Holders" under the Senior Notes Indenture, which defines "Required Holders" to mean "the holders holding more than 50% of the aggregate principal amount of the Notes then outstanding."

35. Pursuant to the TSA, prior to the Petition Date the Debtors paid (1) Deerfield a $2,100,000 consent fee and (2) $886,536.35 to Deerfield's counsel, S&C. In the 90 days before the Petition Date, the Debtors paid Deerfield's counsel, S&C, $2,376.280.42 (including the $886,536.35 identified in the previous sentence) and Deerfield's investment banker, Perella Weinberg Partners LP, $796,683.49.

36. The TSA provides that the Debtors will support a plan of reorganization that releases Deerfield and the Debtors' current and former officers and directors from all claims belonging to the Debtors and any creditor or equity holder that does not opt out of the third-party releases to be included in the plan.

37. Following the execution of the TSA, K&E, on behalf of the Debtors, negotiated a proposed order providing for the use of cash collateral with Deerfield. K&E advised the Debtors with respect to that proposed order.

38. Following the Petition Date, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders Pursuant to Sections 105, 361, 362, 363, 503, and 507 of the Bankruptcy Code and Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure: (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Dkt. No. 18] (the "Cash Collateral Motion").

39. Deerfield is referred to in the final order approving the Cash Collateral Motion [Dkt. No. 188] (the "Cash Collateral Order") as the "Required Holders." Under the final Cash Collateral Order, Deerfield, as Required Holders, among other things, has the ability to object to the Debtors' proposed budget, consent to certain events that would otherwise cause an automatic

Termination Event, and provide a Carve Out Trigger Notice with respect to the occurrence of a Termination Event (as such terms are defined in the final Cash Collateral Order [Dkt. No. 188]).

40. Deerfield and its counsel, S&C, negotiated changes to the Cash Collateral Order with the UST and the Committee on behalf of all holders and agents of the 2028 Secured Convertible Notes.

41. Deerfield was a Consultation Party under the bid procedures approved in these Chapter 11 Cases. Deerfield initially submitted a joint bid with LetsGetChecked to purchase substantially all of the Debtors' assets under the bid procedures. As a result of Deerfield's participation in the auction, it gave up its right as a Consultation Party. Prior to bidding, Deerfield's joint bid was not able to acquire material financing commitments that were a condition precedent to the transaction contemplated by such bid. Deerfield then submitted a "credit bid" of only the portion of the 2028 Secured Convertible Notes that it owned. Deerfield was not the successful bidder in the auction.

42. Both the Committee and the UST have requested that K&E recuse itself from all matters where the Debtors are materially adverse to Deerfield. K&E maintains that there is no conflict of interest as to Deerfield and there is no basis upon which it should recuse itself from matters involving the Debtors' largest secured creditor.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

Dated: May 6, 2024

/s/ John S. Mairo
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Proposed Co-Counsel to the Debtors and Debtors in Possession

WITHOUT OBJECTION
ANDREW R. VARA
United States Trustee, Regions 3 & 9

By: */s/ Jeffrey M. Sponder*

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EXHIBIT A

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July 27, 2021

Jonathan Isler
Deerfield Management Company, L.P.
Cure at 345 Park Avenue South
New York NY 10010

Re: Retention to Provide Legal Services

Dear Jonathan:

We are very pleased that Deerfield Management Company, L.P. ("you") have asked us to represent you in connection with partnership advice related to their governing agreements and management arrangements.

General Terms. This retention letter (the "Agreement") sets forth the terms of your retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis LLP (collectively, "K&E LLP")) to provide legal services and constitutes an agreement between us.

The Agreement (notwithstanding any guidelines for outside counsel that you may provide to us) sets forth our entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where we otherwise agree in writing.]

Fees. Hourly rates vary with the experience and seniority of the individuals assigned, and the type of matter being handled, and may be adjusted by us from time to time. We reserve the right to change these rates from time to time. Other legal billers include legal assistants, project assistants and certain specialized personnel (*e.g.*, investigators, technical specialists and the like). We will select the individuals who will act on your behalf, and will take your preferences into account in making such selections.

Our fees are determined primarily on the basis of time spent by individuals assigned to provide services, at their hourly rates. The fees may be greater than the hourly rate determination based upon a variety of factors, such as the value of the services we render, our efficiency in

handling your matter, the size of the matter, the time pressures associated with the matter and the results we achieve.

While we will attempt to estimate fees to assist you in your planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in a writing signed by K&E LLP.

Expenses. Expenses related to providing services shall be included in our statements as disbursements advanced by us on your behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain long distance telephone calls, certain secretarial overtime and other overtime expenses, postage, express mail and messenger charges, deposition costs, computerized legal research charges and other computer services, and miscellaneous other charges. Our clients pay directly (and are solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers or contractors' charges. Attached hereto as Schedule I is K&E LLP's current schedule of charges, which is subject to change.

Billing Statements. Our statements for fees and expenses are typically rendered monthly and, unless other arrangements are made, payment in full is due within thirty days of your receipt of the statement. If you have any question concerning any statement, we ask that you raise it within that thirty-day period.

Termination. Our retention may be terminated by either of us at any time by written notice by or to you. Such written notice may be (a) your notification to us of your termination of our representation, (b) our confirmation to you of the completion of our representation or (c) our notification to you of our withdrawal. If permission for withdrawal is required by a court, we shall apply promptly for such permission and termination shall coincide with the court order for withdrawal. Our representation also will end, regardless of whether or when written notice was sent by or to you, upon the constructive completion of our work. When constructive completion of our work shall have occurred will depend on the particular facts of our representation. If this Agreement or our services are terminated for any reason, such termination shall be effective only to terminate our services prospectively and all the other terms of this Agreement shall survive any such termination.

From time to time, in connection with considering a possible purchase of debt or equity securities and/or interests in bank loans ("Debt"), you retain us to analyze the rights and obligations of the holders and issuer/borrower of such Debt (a "Debt Review"). This letter confirms your understanding and agreement that if we undertake a Debt Review at your request, our Engagement with respect to such matter (a "Debt Review Engagement") will be deemed to terminate upon the substantial completion of our work on such Debt Review. Following our completion of a Debt Review, you may elect not to purchase any of such Debt, you may decide to purchase such Debt

but be unable to do so at a price acceptable to you, or you may purchase such Debt but not seek any further legal advice with respect thereto. In other cases, you will engage K&E LLP to advise you in connection with your investment in such Debt, including in circumstances in which you (either alone or working with other investors) acquire such Debt in an amount sufficient to enable you to gain control of the issuer or borrower of such Debt (each such issuer or borrower, a "Company") through a financial restructuring of a Company. This letter confirms that, regardless of the circumstances, and subject to K&E LLP's rights to immediately terminate this Engagement as described below, each Debt Review Engagement will be deemed to terminate upon substantial completion of our work on such Debt Review. If, following our completion of a Debt Review Engagement, you engage us to advise you regarding your investment in Debt which was the subject of such Debt Review Engagement, the services we render subsequently will be deemed to be rendered pursuant to a separate Engagement, and not a continuation of a prior Debt Review Engagement.

Upon cessation of our active involvement in a particular matter (even if we continue active involvement in other matters on your behalf), we will have no further duty to inform you of future developments or changes in law as may be relevant to such matter. Further, unless you and we mutually agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been retained.

File Retention. All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy generally not to retain records relating to a matter for more than five years. Upon your prior written request, we will return client records to you prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include K&E LLP's internal files including administrative materials, internal communications, and drafts. We recommend that you maintain your own files for reference or submit a written request for your client files promptly upon conclusion of a matter.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to K&E LLP and its services.

Duty of Confidentiality. K&E LLP is under a strict duty of confidentiality to you in respect to your matters. K&E LLP shall keep strictly confidential all confidential or proprietary information obtained from you or any of your representatives, affiliates, financing sources or agents during the performance of K&E LLP's services hereunder ("Confidential Information"), and K&E LLP, its personnel and anyone else working on its behalf will not disclose or use any

Confidential Information other than in the ordinary course of providing services to you pursuant to this Agreement. "Confidential Information" includes non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to you, your subsidiaries, distributors, affiliates, vendors, customers, employees, contractors or consultants. Upon completion of the services, and at your request, K&E LLP will promptly return or destroy all Confidential Information (without retaining any copies). For the avoidance of doubt, "Confidential Information" shall not include information which (i) is or becomes publicly available other than as a result of a disclosure by K&E LLP in violation of this agreement, (ii) is or becomes available to K&E LLP on a nonconfidential basis from a source (other than you) which is not prohibited from disclosing such information to us by a legal contractual or fiduciary obligation to you, or (iii) is independently developed by us without the use of Confidential Information.

The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, K&E LLP from disclosure permitted by applicable law or legal, administrative or judicial process, but K&E LLP shall not encourage, suggest, invite or request, or assist in securing, any such disclosure. K&E LLP will immediately inform you in advance (unless prohibited by law), of any such disclosure, will only disclose that portion of the Confidential Information permitted by law to be disclosed and will use its best efforts to ensure confidential treatment is afforded to such Confidential Information.

We understand that you frequently will regard as confidential the fact of your engagement with us, particularly if the engagement is to conduct a Debt Review (as defined above). However, you understand and agree that, if we undertake a Company Representation (as defined below), we will be free to disclose our prior related Debt Review Engagement (A) to our client if such client is otherwise aware (i.e., other than as a result of a disclosure by K&E LLP in violation of this agreement) that you or an affiliate beneficially holds any of the relevant debt and such debt is held through one or more funds managed by executives in one or more of the investment management groups to which we rendered such Debt Review services, and (B) in connection with motions or applications filed with the bankruptcy court if required in furtherance of K&E LLP's retention for such Company Representation. K&E LLP's obligation of confidentiality as set forth herein shall survive completion of the services or termination or expiration of this Agreement.

Conflicts of Interest. K&E LLP is a general service law firm that you recognize has represented, now represents and will continue to represent numerous clients (including, without limitation, you or your affiliates' debtors, creditors and direct competitors), nationally and internationally, over a wide range of industries and in a wide variety of matters. Given this, without a binding conflicts waiver, conflicts of interest might arise that could deprive you or other clients of the right to select K&E LLP as their counsel.

In undertaking our representation of you, we want to be fair not only to your interests but also to those of our other clients. Because you are engaged in activities (and may in the future engage in additional activities) in which your interests may diverge from those of our other clients, the possibility exists that one of our clients may take positions adverse to you in a matter in which such other client may have retained us. Moreover, while we are not currently engaged by a Company or any of its subsidiaries or affiliates, the possibility exists that a Company may request the services of K&E LLP as its counsel with respect to a restructuring or related matter in the future (such representation, a "Company Representation").

Accordingly, as an integral part of the Engagement, you agree that K&E LLP may, now or in the future, represent other entities or persons (including a Company, whether in a Company Representation or otherwise), adversely to you or any of your affiliates (including those in existence on the date hereof and those hereafter acquired or created, your "Affiliates"), on all matters, whether or not such matters are substantially related to (i) the legal services that K&E LLP has rendered, is rendering or in the future will render to you under the Engagement and (ii) other legal services that K&E LLP has rendered, is rendering or in the future will render to you or any of your Affiliates under a separate engagement (collectively, an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

You also agree that you will not, for yourself or any other entity or person, assert that either (i) K&E LLP's representation of you or any of your Affiliates in any past, present or future matter or (ii) K&E LLP's actual or possible possession of confidential information belonging to you or any of your Affiliates is a basis to disqualify K&E LLP from representing another entity or person in any Allowed Adverse Representation. You further agree that any Allowed Adverse Representation does not breach any duty that this firm owes to you or any of your Affiliates. You also agree that our representation is solely of Deerfield Management Company, L.P. and that no parent, subsidiary, affiliate, or other entity or person related to Deerfield Management Company, L.P. has the status of a client for conflict of interest purposes.

Notwithstanding such waiver, you understand and agree that in the event K&E LLP currently or in the future believes that a conflict of interest exists with respect to K&E LLP's representation of you pursuant to this Engagement and another current or future engagement, which may include representing a Company in restructuring the obligations subject to this Engagement, K&E LLP may terminate its representation hereunder immediately and continue such other representation without disclosing the nature of such conflict or the identity of such other

client. In the event of such termination, you prospectively agree to waive any actual or perceived conflict of interest that would preclude our representation of such client. In such circumstances, we will establish appropriate screening procedures to ensure that there is no disclosure of confidential information concerning this Engagement to K&E LLP attorneys assigned to the matters for such other client.

As you know, we often are retained by issuers to represent them in financial and/or organizational restructurings. In some instances, you will ask us to advise you in connection with investments in securities and to consider the capital and organizational structure of issuers. Accordingly, and without limiting the generality of the waiver in the foregoing paragraphs, our representation of you in connection with this matter and any future matter will be with the understanding that such representation will not preclude K&E LLP from continuing any present representation or assuming any future representation in other matters that another client may request, including, a matter (i) where Deerfield Management Company, L.P., its Affiliates or its personnel and another client are on opposing sides of the same transaction or litigation, or (ii) where we have advised you concerning certain securities and, subsequently, the issuer of those securities retains us to provide advice or counseling.

We inform you that certain entities owned by current or former K&E LLP attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with you, hold investments in your debt or equity securities, be adverse to you, or conduct commercial transactions with you (each a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. We note that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between K&E LLP's exercise of its independent professional judgment in rendering advice to you and the financial interest of our attorneys participating in the attorney investment entities, and such other persons might seek to limit your ability to use K&E LLP to advise you on a particular matter. While we cannot control what a person might assert or seek, we believe that K&E LLP's judgment will not be compromised by virtue of any Passive Holding. Please let us know if you have any questions or concerns regarding our Passive Holdings. By executing this letter, you acknowledge our disclosure of the foregoing.

In addition, because we represent a number of venture capital, leveraged buy-out and other private equity, mezzanine and hedge fund investors, as well as other potential acquirers, from time to time more than one of our clients participate as bidders or buyers in an auction or other opportunity to buy or invest in the assets or securities or bank debt of a third party (a "Sale"). In such case, we establish appropriate screening procedures to insure that there is absolutely no disclosure of confidential information concerning the Sale from the team of lawyers representing one client to the completely separate team of lawyers representing another client, or to such other client (other than the fact that we are or may be representing one or more other potential acquirers). You hereby agree that, in the event that you seek representation by us in such a Sale, you waive

prospectively any conflict of interest or other objection that would preclude our representation of another client or other clients in the same Sale or another competitive transaction, so long as we establish appropriate screening procedures to prevent disclosure of confidential information concerning our representation of you, and assign a completely separate team of lawyers to assist you. In such circumstances, we will not (i) disclose to you the identities of any other such client (except with the consent of such client), (ii) advise any other such client of your identity as a competing bidder in such Sale (except with your consent), or (iii) be obligated to advise you that we have undertaken representation of any such other client.

Consent to use of information. In connection with future materials that, for marketing purposes, describe facets of our law practice and recite examples of matters we handle on behalf of clients, you agree that, if those materials avoid disclosing your confidences and secrets as defined by applicable ethical rules, they may identify you as a client, may contain factual synopses of your matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. You agree promptly to reimburse us for all fees and expenses, including the amount of our attorney and paralegal time at normal billing rates, as incurred by us in connection with participating in, preparing for, or responding to any action, claim, suit or proceeding brought by or against any third-party that relates to the legal services provided by us under the Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by us in responding to document subpoenas and preparing for and testifying at depositions and trials.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Miscellaneous. This Agreement sets forth our entire agreement for rendering professional services. It can be amended or modified only in a writing signed by both parties and not orally or by course of conduct. Each party signing below is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable.

We are not advising you with respect to this Agreement, because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent counsel of your choice.

* * *

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Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

By: _____
Name Peter M. Vaglio, P.C.

Agreed and accepted this 27 of July, 2021

DEERFIELD MANAGEMENT COMPANY, L.P.

By: Jonathan Isler
Name: Jonathan Isler
Title: Chief Financial Officer

KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2021

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing**: The following list details K&E LLP's charges for duplicating, reprographics and printing services:
    - Black and White Copy or Print (all sizes of paper):
        - $0.16 per impression for all U.S. offices
        - €0.10 per impression in Munich
        - £0.15 per impression in London
        - HK$1.50 per impression in Hong Kong
        - RMB1.00 per impression in Beijing and Shanghai
    - Color Copy or Print (all sizes of paper):
        - $0.55 per impression
    - Scanned Images:
        - $0.16 per page for black and white or color scans
    - Other Services:
        - CD/DVD Duplicating or Mastering - $7/$10 per CD/DVD
        - Binding - $0.70 per binding
        - Large or specialized binders - $13/$27
        - Tabs - $0.13 per item
        - OCR/File Conversion - $0.03 per page
        - Large Format Printing - $1.00 per sq. ft.

- **Secretarial and Word Processing**: Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.

- **Overtime Charges**: Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses**: We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.

- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.

- **Communication Expenses**: We do not charge clients for telephone calls or faxes made from K&E LLP's offices with the exception of third-party conference calls and videoconferences.

  Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage**: We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.

- **Messengers**: We charge clients for the actual cost of a third party vendor messenger.

- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.

- **Online Research Charges**: K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.

- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is $25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.

- **Off-Site Legal Files Storage**: Clients are not charged for off-site storage of files unless the storage charge is approved in advance.

- **Electronic Data Storage**: K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients $6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients $6.00 per month/per GB until the data is either returned to the client or properly disposed of.

- **Calendar Court Services**: Our standard charge is $25 for a court filing and other court services or transactions.

- **Supplies**: There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.

- **Contract Attorneys and Contract Non-Attorney Billers**: If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.

- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants**: If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.

- **Third Party Expenditures**: Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds $50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

EXHIBIT B

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

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September 22, 2023

Tom Brida, General Counsel
Invitae Corporation
1400 16th Street
San Francisco, CA 94103

Re: Retention to Provide Legal Services

Dear Mr. Brida:

We are very pleased that you have asked us to represent Invitae Corporation and only those wholly or partially owned subsidiaries listed in an addendum or supplement to this letter (collectively, "Client") in connection with liability management and/or a potential restructuring. Please note, the Firm's representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

General Terms. This retention letter (this "Agreement") sets forth the terms of Client's retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP (collectively, the "Firm")) to provide legal services and constitutes an agreement between the Firm and Client (the "Parties"). This Agreement (notwithstanding any guidelines for outside counsel that Client may provide to the Firm) sets forth the Parties' entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm's billing rates from time to time in the ordinary course of the Firm's representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client's planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

Expenses. Expenses related to providing services shall be included in the Firm's statements as disbursements advanced by the Firm on Client's behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain

secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. Client agrees to provide to the Firm a "special purpose retainer" (also known as an "advance payment retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of $250,000. In addition, Client agrees to provide one or more additional special purpose retainer upon request by the Firm so that the amount of any special purpose retainer remains at or above the Firm's estimated fees and expenses. The Firm may apply the special purpose retainer to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any special purpose retainer is earned by the Firm upon receipt, any special purpose retainer becomes the property of the Firm upon receipt, Client no longer has a property interest in any special purpose retainer upon the Firm's receipt, any special purpose retainer will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any special purpose retainer; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any special purpose retainer held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any special purpose retainer exceeds such fees, expenses, and costs. Client further understands and acknowledges that the use of a special purpose retainer is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of the special purpose retainer is in Client's best interests. The fact that Client has provided the Firm with a special purpose retainer does not affect Client's right to terminate the client-lawyer relationship.

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Please be advised that there is another type of retainer known as a "security retainer," as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client's funds would be held in the Firm's segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client's creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client's choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the special purpose retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client's termination of the Engagement, (b) the Firm's withdrawal, and (c) the substantial completion of the Firm's substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm's services are terminated for any reason, such termination shall be effective only to terminate the Firm's services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm's active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client's behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client's professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and

therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include our Firm's internal files including administrative materials, internal communications, and drafts. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction")). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to our Firm and its services.

Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which such other client may have retained the Firm or one of Client's adversaries may retain the Firm in a matter adverse to another entity or person.

In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (such representation an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

Client also agrees that it will not, for itself or any other entity or person, assert that either (i) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (ii) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any of Client's affiliates. Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, parent, subsidiary, affiliate, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

In addition, if a waiver of a conflict of interest necessary to allow the Firm to represent another client in a matter that is not substantially related to the Engagement is not effective for any reason, Client agrees that the Firm may withdraw from the Engagement. Should that occur, Client will not, for itself or any other entity or person, seek to preclude such termination of services or assert that either (a) the Firm's representation of Client or any of Client's affiliates in any past,

present, or future matter or (b) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing such other client or acting on such adverse matter.

It is important that you review this letter carefully and consider all of the advantages and disadvantages of waiving certain conflicts of interests that would otherwise bar the Firm from representing parties with interests adverse to you during the time in which the Firm is representing you. You also understand that because this waiver includes future issues and future clients that are unknown and unknowable at this time, it is impossible to provide you with any more details about those prospective clients and matters. Thus, in choosing to execute this waiver, you have recognized the inherent uncertainty about the array of potential matters and clients the Firm might take on in matters that are adverse to you but have nonetheless decided it is in your interest to waive conflicts of interest regarding the Allowed Adverse Representations and waive rights to prohibit the Firm's potential withdrawal should a conflict waiver prove ineffectual.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, may be adverse to Client, or conduct commercial transactions with Client (each, a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

Restructuring Cases. If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these

relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

* * *

KIRKLAND & ELLIS LLP

CONFIDENTIAL

Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

DocuSigned by:
By: Joshua Sussberg
0818342766244422...
Printed Name: Joshua A. Sussberg
Title: Partner

Agreed and accepted 2023-Sep-22 | 8:55 AM PDT

INVITAE CORPORATION

DocuSigned by:
By: Thomas Brida
304133401A434C4...
Name: Thomas Brida
Title: General Counsel & Secretary

ADDENDUM: List of Client Subsidiaries

LIST OF SUBSIDIARIES OF INVITAE CORPORATION

ArcherDX, LLC
ArcherDX Clinical Services, Inc.
Ciitizen, LLC
Genelex India Private Limited
Genetic Solutions LLC, d/b/a Genelex
Genosity, LLC
Good Start Genetics, Inc.
Invitae Australia PTY LTD
Invitae Canada Inc.
Invitae Israel Inc Ltd.
Invitae Japan, KK
Invitae Latvia SIA
Invitae Netherlands, B.V.
Invitae (Singapore) Pte. Ltd.
Medneon LLC
Ommdom Inc.
Orbicule BVBA d/b/a Diploid
Prompt Genomics, LLC
YouScript, LLC

KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2023

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing**: The following list details K&E LLP's charges for duplicating, reprographics and printing services:
  - Black and White Copy or Print (all sizes of paper):
    - $0.16 per impression for all U.S. offices
    - €0.10 per impression in Munich
    - £0.15 per impression in London
    - HK$1.50 per impression in Hong Kong
    - RMB1.00 per impression in Beijing and Shanghai
  - Color Copy or Print (all sizes of paper):
    - $0.55 per impression
  - Scanned Images:
    - $0.16 per page for black and white or color scans
  - Other Services:
    - CD/DVD Duplicating or Mastering - $7/$10 per CD/DVD
    - Binding - $0.70 per binding
    - Large or specialized binders - $13/$27
    - Tabs - $0.13 per item
    - OCR/File Conversion - $0.03 per page
    - Large Format Printing - $1.00 per sq. ft.

- **Secretarial and Word Processing**: Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.

- **Overtime Charges**: Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses**: We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.

- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.

- **Communication Expenses**: We do not charge clients for telephone calls, conference calls, videoconferences or faxes made from K&E LLP's offices.

  Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage**: We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.

- **Messengers**: We charge clients for the actual cost of a third-party vendor messenger.

- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.

- **Online Research Charges**: K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.

- **Inter-Library Loan Services**: Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is $25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.

- **Off-Site Legal Files Storage**: Clients are not charged for off-site storage of files unless the storage charge is approved in advance.

- **Electronic Data Storage**: K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients $6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients $6.00 per month/per GB until the data is either returned to the client or properly disposed of.

- **Tax Filings**: Clients will be charged a fixed fee for certain tax filings. Our standard charge is $400 per Form 8832 election; $250 per Form 83(b) election for the first 20 forms, $100 per form for any additional forms; $1,000 each for Form SS-4 (Foreign); $100 each for Form SS-4 (Domestic); and $75 for each FIRPTA certificate.

- **Calendar Court Services**: Our standard charge is $25 for a court filing and other court services or transactions.

- **Supplies**: There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.

- **Contract Attorneys and Contract Non-Attorney Billers**: If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.

- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants**: If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.

- **Third Party Expenditures**: Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds $50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

EXHIBIT C

INVITAE CORPORATION
UNANIMOUS WRITTEN CONSENT
IN LIEU OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

The undersigned, being all of the members of the board of directors of Invitae Corporation, a Delaware corporation (the "Corporation"), in lieu of holding a special meeting of the board of directors of the Corporation (the "Board"), hereby adopt the following resolutions by unanimous written consent pursuant to the bylaws of the Corporation (the "Bylaws") and Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, pursuant to Article 3 of the Bylaws, the number of directors that shall constitute the Board shall be fixed from time to time by resolution adopted by a majority of the directors of the Corporation then in office;

WHEREAS, pursuant to Article 3 of the Bylaws, newly created directorships resulting from any increase in the authorized number of directors shall be filled solely by a majority vote of the directors then in office;

WHEREAS, pursuant to Article 3 of the Bylaws, any action required or permitted to be taken at a meeting of the Board may be taken without a meeting, if all members of the Board consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board;

WHEREAS, the Board determined that it was advisable and in the best interests of the Corporation and its stockholders to establish a special committee of the Board (the "Special Committee"), and to delegate to the Special Committee certain rights, authority and powers in connection with evaluating a potential Transaction (as defined below), and any matters in which a conflict of interests exists or is reasonably likely to exist between the Corporation, on the one hand, and any of its current and former directors, managers, officers, investment committee members, special or other committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors of such person or entity, and any such person's or entity's respective heirs, executors, estates, and nominees, on the other hand, as reasonably determined by the Special Committee (each, a "Conflicts Matter");

WHEREAS, on September 23, 2023, the Board formed the Special Committee consisting of William Osborne, Randy Scott, Eric Aguiar, and Christine Gorjanc as its initial members;

WHEREAS, the Board has determined in the exercise of its business judgment that it is advisable and in the best interests of the Corporation and its stakeholders to appoint Jill Frizzley to the Board as an independent and disinterested director of the Board (the "Disinterested Director") and as a member of the Special Committee;

WHEREAS, the Board has determined in an exercise of its business judgment that it is advisable and in the best interests of the Corporation to enter into an engagement agreement with the Jill Frizzley, which among other things, sets forth the Disinterested Director's responsibilities and obligations to the Corporation, as set forth in the agreement attached hereto as **Exhibit A** (the "Engagement Agreement"); and

WHEREAS, the Board has determined that the Disinterested Director (i) possesses the financial and operational expertise to assist the Board in initiatives to strengthen the Corporation's business and optimize the Corporation's capital structure and liquidity, including through a potential transaction or series of strategic transactions (the "Transaction"); (ii) does not have an interest in any Transaction; and (iii) does not possess material business, close personal relationships, or other affiliations, or any history of any such material business, close personal relationships, or other affiliations, with the Corporation or any of its equity holders, affiliates, subsidiaries, directors, managers, and officers, or other stakeholders (collectively, the "Related Parties") that would cause him to be unable to (x) exercise independent judgment based on the best interests of the Corporation or (y) make decisions and carry out her responsibilities as a member of the Board, in each case, in accordance with the terms of the Corporation's organizational documents and applicable law.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Board does hereby unanimously adopt the following resolutions:

Appointment of Disinterested Director and Director Classification

BE IT RESOLVED, that the number of directors that shall constitute the Board is increased from eight to nine directors;

FURTHER RESOLVED, that Jill Frizzley is hereby appointed as a Disinterested Director of the Board to fill the vacancy created thereby, effective as of November 17, 2023, and until her successor has been duly elected or until her earlier resignation, removal from office or death and any and all actions heretofore taken are hereby ratified, affirmed, approved and confirmed in all respects; and

FURTHER RESOLVED, that Jill Frizzley shall be designated as a Class III director of the Board.

Director Independence

BE IT RESOLVED, that the Board hereby determines that Jill Frizzley is an "independent director" as defined by the rules of the New York Stock Exchange.

Approval of Disinterested Director Engagement Agreement

BE IT RESOLVED, that the form, terms, and provisions of the Engagement Agreement, substantially in the form reviewed by the Board, and the Corporation's performance of its obligations under the Engagement Agreement be, and hereby are, in all respects, approved; and

FURTHER RESOLVED, that the duly appointed and proper officers of the Corporation or any other person authorized by such officers (the "Authorized Officers") be, and each of them

hereby is, authorized and directed to execute and deliver the Engagement Agreement and any other such documents as they deem necessary or appropriate to effectuate the foregoing resolution, in the name of and for and on behalf of the Corporation, with any such changes therein and modifications or amendments thereto as any of the Authorized Officers may in their sole discretion approve, which approval shall be conclusively evidenced by their execution thereof.

Delegations Regarding the Special Committee

BE IT RESOLVED, that to the fullest extent permitted under applicable law, the Board hereby delegates to the Special Committee the authority to investigate and determine, in the Special Committee's business judgment, whether any matter constitutes a Conflicts Matter, and that any such determination shall be binding on the Corporation;

FURTHER RESOLVED, that, to the fullest extent permitted under applicable law, the Board hereby delegates to the Special Committee the authority to, on behalf of the Board and as it deems appropriate or desirable in its discretion, take any action with respect to the Conflicts Matters;

FURTHER RESOLVED, that the Special Committee shall control any attorney-client work product, or other privilege belonging to the Corporation in connection with the Conflicts Matters and on whether any matter constitutes a Conflicts Matter;

FURTHER RESOLVED, that, to the fullest extent permitted by applicable law, the Board hereby delegates to the Special Committee, without limiting the authority of the Board other than with respect to Conflicts Matters as set forth herein, the authority to review, discuss, consider, negotiate, approve, and authorize the Corporation's entry into and consummation of a Transaction, to the extent that all or a portion of the Transaction constitutes a Conflicts Matter;

FURTHER RESOLVED, that the Special Committee is authorized to take any and all actions with respect to any review, discussion, consideration, deliberation, examination, investigation, analysis, assessment, evaluation, exploration, response, and negotiation on behalf of the Corporation of the terms and conditions of any Transaction, to the extent that all or a portion of the Transaction constitutes a Conflicts Matter, including, without limitation, to: (a) review and evaluate any Transaction and consider whether or not it is fair to and in the best interests of the Corporation and its respective stakeholders to proceed with a Transaction; (b) consult with management and the Corporation's advisors with respect to discussions and negotiations regarding the terms and conditions of a Transaction and other communications regarding any Transaction; and (c) consider such other matters as may be requested by the Corporation or the Board of such Corporation or take such further actions or consider such other matters as it may deem reasonably advisable in connection with the foregoing;

Additional Provisions Regarding Special Committee

FURTHER RESOLVED, that the affirmative vote of the Special Committee shall be required to take any action within the scope of its authority, as determined in the sole judgment of the members of the Special Committee;

FURTHER RESOLVED, that the Special Committee shall have the power and authority to establish such rules of order and other administrative and ministerial matters as it may determine

from time to time to be necessary or appropriate to its orderly functioning and its deliberations, and any and all materials related thereto shall be kept confidential and not shared with any other members of the Board or management of the Corporation or any other party, other than any legal, financial, or other advisors or agents of the Special Committee;

FURTHER RESOLVED, that the Special Committee is authorized and empowered, at the expense of the Corporation, to retain and employ and to enter into contracts providing for the retention of, or direct the Corporation to retain and employ and enter into contracts providing for the retention of, legal, financial, and other advisors to advise and assist it in connection with fulfilling its duties and functions as are authorized in these resolutions, and that the Corporation is authorized and empowered to pay or cause to be paid all reasonable fees, expenses, and disbursements of such legal and financial advisors and other agents or advisors;

FURTHER RESOLVED, that the Special Committee will regularly and timely update the Board at meetings regarding any investigation, analysis, and decisions made with regard to any potential Transaction or Conflicts Matters, in each case in the manner that the Special Committee determines appropriate and necessary to fulfill its duties and obligations, taking into account the confidentiality of the Special Committee's work;

FURTHER RESOLVED, that the officers of the Corporation and their respective advisors are hereby authorized and directed to: (a) provide the Special Committee and any of its legal, financial, or other advisors and agents, such information and materials as may be useful or helpful in the fulfillment of the Special Committee's functions as are authorized herein or as may be determined by the Special Committee to be necessary or appropriate; and (b) comply with the rules of order and other administrative and ministerial matters the Special Committee may establish from time to time, in the case of each of clauses (a) and (b), in connection with the fulfillment of such duties and functions; and

FURTHER RESOLVED, that the Board may take any action with respect to matters that are not Conflicts Matters in accordance with the Corporation's organizational documents and applicable law.

Appointment of Chief Medical Officer

WHEREAS, Dr. Robert Nussbaum notified the Corporation of his retirement as the Corporation's Chief Medical Officer (the "**CMO**"), effective December 29, 2023; and

WHEREAS, the Board believes it is in the best interest of the Corporation and its stockholders to appoint W. Michael Korn, MD as the CMO, effective December 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the following actions and matters are hereby ratified, confirmed and approved:

(i) The appointment of Dr. Korn as the CMO until such time as he resigns, is removed or his successor is determined, with such appointment to be effective December 30, 2023;

(ii) The determination that Dr. Korn is not an "officer" for purposes of the provisions of Section 16 of the Securities Exchange Act of 1934;

(iii) Providing Dr. Korn with a COC/Severance Agreement on the Corporation's standard form.

Second Supplemental Indenture

WHEREAS, in connection with the Transaction, the Board has determined in an exercise of its business judgment that it is advisable and in the best interests of the Corporation to enter into a Second Supplemental Indenture (the "Second Supplemental Indenture") to that certain Indenture dated as of March 7, 2023, governing the 4.5% Series A Convertible Senior Secured Notes due 2028 and 4.5% Series B Convertible Senior Secured Notes due 2028 (the "Original Indenture"), which among other things, (i) permits the disposition and/or wind-down of the Corporation's Women's Health and Ciitizen business lines (collectively, the "Deerfield Consent") and (ii) amends certain terms of the covenants of the Original Indenture, which amendments substantially reduce the ability of the Corporation and its subsidiaries to incur indebtedness and liens, make restricted payments and investments, and to dispose of assets and properties, as set forth in the Second Supplemental Indenture attached hereto as **Exhibit B**; and

WHEREAS, as consideration for providing the Corporation with the requisite consent to enter into the Second Supplemental Indenture, pursuant to the terms of the Second Supplemental Indenture, the Corporation will pay a fee of $2.1 million (the "**Consent Fee**").

NOW, THEREFORE, BE IT RESOLVED, that the form, terms, and provisions of the Second Supplemental Indenture, substantially in the form reviewed by the Board, and the Corporation's performance of its obligations under the Second Supplemental Indenture, including the payment of the Consent Fee, be, and hereby are, in all respects, approved;

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered to execute and deliver the Second Supplemental Indenture in the name and on behalf of the Corporation, substantially in the form approved, with such changes therein and modifications and amendments thereto as such Authorized Officer may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed to take any and all other actions (including to negotiate and execute required agreements, documents, instruments and certificates) necessary, appropriate or advisable to enter into the Second Supplemental Indenture and to pay the Consent Fee.

Ciitizen Asset Disposition

WHEREAS, the Corporation desires to sell certain assets owned by Ciitizen, LLC, a subsidiary of the Corporation, which are primarily related to the development and distribution of one or more products and services which allow or assist (a) patients to collect their medical records

through an online interface and (b) the extraction of specific data entries based on proprietary disease models through a machine learning platform (collectively, the "**Ciitizen Assets**");

WHEREAS, on November 29, 2023, the Corporation received a letter (the "**TCAP Letter**") from Transformation Capital Partners (together with its affiliates, "**TCAP**") with a non-binding indication of interest in a transaction whereby TCAP, or a newly-formed entity, would carve out the Ciitizen Assets from Ciitizen, LLC and the Corporation (the "**Ciitizen Transaction**");

WHEREAS, the Special Committee previously approved the terms of the Ciitizen Transaction as set forth in the TCAP Letter; and

WHEREAS, the Board has reviewed the TCAP Letter and has determined in the exercise of its business judgment that it is advisable and in the best interests of the Corporation and its stakeholders to ratify and approves the Ciitizen Transaction, as approved by the Special Committee, on the terms and subject to the conditions set forth in the TCAP Letter.

NOW, THEREFORE, BE IT RESOLVED, that the Ciitizen Transaction, be, and hereby is, in all respects, ratified; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed to take any and all other actions (including to negotiate and execute required agreements, documents, instruments and certificates) necessary, appropriate or advisable to consummate the Ciitizen Transaction.

Women's Health Business Asset Disposition

WHEREAS, the Corporation desires to sell certain assets relating to its non-invasive prenatal screening test and genetic carrier screening test (the "**WH Assets**");

WHEREAS, the Corporation received the letter attached hereto as **Exhibit C** (the "**Natera Term Sheet**") from Natera, Inc. (together with its affiliates, "**Natera**"), which contains a non-binding indication of interest in the proposed acquisition of the WH Assets and the mutual settlement of certain patent litigations between Natera and the Corporation (collectively, the "**WH Transaction**") as well as an overview of certain key terms and conditions for the WH Transaction;

WHEREAS, the Corporation received the exclusivity agreement attached hereto as **Exhibit D** (the "**Exclusivity Agreement**") from Natera, pursuant to which, aside from negotiating the WH Transaction with Natera, the Corporation must agree to not solicit, initiate or participate in any negotiations regarding the sale of the WH Assets for the period specified in the Exclusivity Agreement;

WHEREAS, the Board has determined in the exercise of its business judgment that it is advisable and in the best interests of the Corporation and its stakeholders to approve the WH Transaction on the terms and subject to the conditions set forth in the Natera Term Sheet; and

WHEREAS, the Board has determined in the exercise of its business judgment that it is advisable and in the best interests of the Corporation and its stakeholders to enter into the Exclusivity Agreement and Natera Term Sheet.

NOW, THEREFORE, BE IT RESOLVED, that the terms, and provisions of the WH Transaction as set forth in the Natera Term Sheet, substantially in the form reviewed by the Board, and the Corporation's performance of its obligations under the Natera Term Sheet, be, and hereby are, in all respects, approved;

FURTHER RESOLVED, that the terms, and provisions of the Exclusivity Agreement, substantially in the form reviewed by the Board, and the Corporation's performance of its obligations under the Exclusivity Agreement, be, and hereby are, in all respects, approved; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed to take any and all other actions (including to negotiate and execute required agreements, documents, instruments and certificates) necessary, appropriate or advisable to consummate the WH Transaction and to enter into the Exclusivity Agreement.

General Authorization

BE IT FURTHER RESOLVED, that the Authorized Officers shall be, and each of them individually hereby is, authorized for and on behalf of the Corporation to do and perform all such acts to effectuate the purposes and intents of the foregoing resolutions and to enter into, execute and deliver all such certificates, agreements, acknowledgments, instruments, contracts, statements, and other documents, that in their business judgment are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof), including the Corporation's execution and delivery of the Engagement Agreement or entry into or consummation of a Transaction;

FURTHER RESOLVED, that all actions heretofore taken and all documents heretofore delivered by any director or officer of the Corporation in the name or on behalf of the Corporation in furtherance of these resolutions are hereby ratified, affirmed and approved;

FURTHER RESOLVED, that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of these resolutions, be, and they hereby are, ratified, confirmed and approved in all respects;

FURTHER RESOLVED, that facsimile or photostatic copies of signatures to this consent shall be deemed to be originals and may be relied on to the same extent as the originals.

FURTHER RESOLVED, that this consent may be executed in two or more counterparts, each of which shall be deemed an original and together constitute one and the same consent.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board, duly called and constituted, pursuant to the laws of the State of Delaware and the Bylaws. This consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same consent.

*****

This Unanimous Written Consent may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

DocuSigned by:
Eric Aguiar
40EB2DBF62AD440...
Eric Aguiar, M.D., Director
Dated: 2023-Dec-06 | 9:29 AM PST

DocuSigned by:
26EE506B647E4D0...
Geoffrey S. Crouse, Director
Dated: 2023-Dec-06 | 9:19 AM PST

DocuSigned by:
548D9DE7AB114B8...
Christine M. Gorjanc, Director
Dated: 2023-Dec-06 | 5:37 AM PST

DocuSigned by:
Kenneth D. Knight
4608DBE13A94487...
Kenneth D. Knight, Director
Dated: 2023-Dec-07 | 2:22 PM PST

DocuSigned by:
Kimber Lockhart
A84BACDC1FC34A1...
Kimber D. Lockhart, Director
Dated: 2023-Dec-06 | 1:34 PM PST

DocuSigned by:
6C56D9BBD99D4AE...
Chitra Nayak, Director
Dated: 2023-Dec-07 | 10:27 AM PST

DocuSigned by:
William H. Osborne
06CDA4A27F4D434...
William H. Osborne, Director
Dated: 2023-Dec-05 | 2:46 PM PST

DocuSigned by:
Randy Scott
G27BG9191249468...
Randal W. Scott, Ph.D, Director
Dated: 2023-Dec-05 | 9:04 PM PST

Exhibit A

Engagement Agreement

Exhibit B

Second Supplemental Indenture

Exhibit C

Natera Term Sheet

Exhibit D

Exclusivity Agreement

EXHIBIT D

THIS TRANSACTION SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS TRANSACTION SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS TRANSACTION SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN.

THIS TRANSACTION SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO. ACCORDINGLY, THIS TRANSACTION SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

TRANSACTION SUPPORT AGREEMENT

This TRANSACTION SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 15.02, this "**Agreement**") is made and entered into as of February 13, 2024 (the "**Execution Date**"), by and among the following parties (each of the following described in sub-clauses (i) through (ii) of this preamble, collectively, the "**Parties**"):[1]

i. Invitae Corporation, a company incorporated under the Laws of Delaware ("**Invitae**"), and each of its affiliates listed on **Exhibit A** to this Agreement that have executed and delivered counterpart signature pages to this Agreement to counsel to the Consenting Stakeholders (the Entities in this clause (i), collectively, the "**Company Parties**"); and

ii. the undersigned holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, the 2028 Senior Secured Notes Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, the "**Consenting Stakeholders**").

[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

RECITALS

WHEREAS, the Company Parties and the Consenting Stakeholders have in good faith and at arms' length negotiated or been apprised of certain restructuring and sale transactions with respect to the Company Parties' capital structure on the terms set forth in this Agreement and as specified in the term sheet attached as **Exhibit B** hereto (together with the exhibits and appendices annexed to such term sheet, the "**Transaction Term Sheet**" and, such transactions as described in this Agreement and the Transaction Term Sheet, the "**Transactions**");

WHEREAS, the Company Parties intend to implement the Transactions, including through the commencement by the Debtors of voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the "**Chapter 11 Cases**"); and

WHEREAS, the Parties have agreed to take certain actions in support of the Transactions on the terms and conditions set forth in this Agreement and the Transaction Term Sheet;

NOW, THEREFORE, in consideration of the representations, warranties covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. ***Definitions and Interpretation***.

1.01. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Transaction Term Sheet, as applicable. The following terms shall have the following definitions:

"**2028 Senior Secured Notes**" means the notes outstanding under the 2028 Senior Secured Notes Indenture.

"**2028 Senior Secured Notes Claim**" means any Claim on account of the 2028 Senior Secured Notes Indenture.

"**2028 Senior Secured Notes Indenture**" means that certain indenture, dated March 7, 2023, as amended, restated, modified, or supplemented from time to time with the terms thereof by and among the Company as issuer, Deerfield L.P. and certain of its affiliates, among others, as holders, and U.S. Bank Trust Company, National Association as Agent.

"**Affiliate**" has the meaning set forth in section 101(2) of the Bankruptcy Code as if such entity was a debtor in a case under the Bankruptcy Code.

"**Agent**" means any administrative agent, trustee, collateral agent, or similar Entity under the 2028 Senior Secured Notes Indenture, including any successors thereto.

"**Agreement**" has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 15.02 (including the Transaction Term Sheet).

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Agreement Effective Date (or, in the case of any Consenting Stakeholder that becomes a party hereto after the Agreement Effective Date, the date as of which such Consenting Stakeholder becomes a party hereto) to the Termination Date applicable to that Party.

"**Alternative Transaction Proposal**" means any plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, consent solicitation, exchange offer, tender offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Transactions.

"**Auction**" has the meaning set forth in the Bidding Procedures.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" means the United States Bankruptcy Court in which the Chapter 11 Cases are commenced or another United States Bankruptcy Court with jurisdiction over the Chapter 11 Cases.

"**Bar Date**" means the date established by the Bankruptcy Court by which proofs of claim or proofs of interests for creditors and interest holders must be filed.

"**Bidding Procedures**" means the sale procedures as filed in the Bankruptcy Court, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Bidding Procedures Motion**" means the motion seeking approval of the Bidding Procedures, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Bidding Procedures Order**" means the order of the Bankruptcy Court approving the Bidding Procedures and establishing deadlines for the submission of bids and the auction in accordance with such procedures, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Budget**" means a 13-week cash flow budget of the Company and its Subsidiaries, on a consolidated basis, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

"**Cash Collateral Order(s)**" means the interim and/or final, as applicable, orders of the Bankruptcy Court approving the use of cash collateral, in each case, which shall be in form and substance acceptable to the Required Consenting Stakeholders.

"**Causes of Action**" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

"**Company Claims/Interests**" means any Claim against, or Equity Interest in, a Company Party, including the 2028 Senior Secured Notes Claims.

"**Company Parties**" has the meaning set forth in the recitals to this Agreement.

"**Confidentiality Agreement**" means an executed confidentiality agreement with a Company Party, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information agreement, in connection with any proposed Transactions, including the Non-Disclosure Agreement, dated as of August 30, 2023, by and between Deerfield Management Company, L.P. and Invitae.

"**Confirmation Order**" means the confirmation order with respect to the Plan, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Consenting Stakeholders**" has the meaning set forth in the preamble to this Agreement.

"**Debtors**" means the Company Parties that commence Chapter 11 Cases listed on **Exhibit C** to this Agreement.

"**Definitive Documents**" means the documents listed in Section 3.01, each as amended or modified from time to time.

"**Disclosure Statement**" means the related disclosure statement with respect to the Plan, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Disclosure Statement Order**" means an order entered by the Bankruptcy Court approving the adequacy of the Disclosure Statement as a disclosure statement meeting the applicable requirements of the Bankruptcy Code and, to the extent necessary, approving the related Solicitation Materials, which order may be the Confirmation Order, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Entity**" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Equity Interests**" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**First Day Pleadings**" means the first-day pleadings that the Company Parties determine are necessary or desirable to file, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Invitae**" has the meaning set forth in the preamble to this Agreement.

"**Joinder**" means a joinder to this Agreement substantially in the form attached to this Agreement as **Exhibit D**.

"**Law**" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

"Milestones" has the meaning set forth in Section 4.01.

"**Non-Party Reimbursement Agreements**" has the meaning set forth in Section 2(e).

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Permitted Transferee**" means each transferee of any Company Claims/Interests who meets the requirements of Section 9.01.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

"**Petition Date**" means the first date any of the Company Parties commences a Chapter 11 Case.

"**Plan**" means a joint plan of reorganization or liquidation filed by the Debtors under chapter 11 of the Bankruptcy Code that embodies the Transactions, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Plan Administrator**" means the person or Entity, or any successor thereto, designated by the Debtors, to be appointed on the Plan Effective Date and who will serve as the administrator for the estates as set forth in the Plan.

"**Plan Effective Date**" means the occurrence of the Effective Date of the Plan according to its terms.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Qualified Marketmaker**" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Required Consenting Stakeholders**" means, as of the relevant date, Consenting Stakeholders holding at least 50.01% of the aggregate outstanding principal amount of 2028 Senior Secured Notes that are held by Consenting Stakeholders.

"**Rules**" means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

"**Sale Transaction**" means the sale of all or substantially all of the Debtors' assets and/or equity.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Solicitation Materials**" means, as applicable, any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on the Plan, as approved by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code, in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Successful Bidder**" means each bidder who consummates the applicable Sale Transaction with the Debtors.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 12.01, 12.02, 12.03, or 12.04.

"**Transaction Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Transfer**" means to sell, resell, reallocate, use, issue, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit E**.

"**United States Trustee**" means the Office of the United States Trustee.

1.02. Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time in accordance with this Agreement; provided that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(f) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) the use of "include" or "including" is without limitation, whether stated or not;

(j) the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein; and

(k) the phrase "counsel to the Consenting Stakeholders" refers in this Agreement to each counsel specified in Section 15.10 other than counsel to the Company Parties.

Section 2. ***Effectiveness of this Agreement***. This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., prevailing Eastern Standard Time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;

(b) the holders of at least 78% of the aggregate outstanding principal amount of the 2028 Senior Secured Notes Claims shall have executed and delivered counterpart signature pages of this Agreement;

(c) counsel to the Company Parties shall have given notice to counsel to the Consenting Stakeholders in the manner set forth in Section 15.10 hereof (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2 have occurred;

(d) The Company Parties shall have paid all reasonable and documented fees and out of pocket expenses and all agreed and unpaid professional retainer amounts of counsel to the Consenting Stakeholders (including Sullivan & Cromwell LLP, Hogan Lovells US LLP and Wollmuth Maher & Deutsch LLP) and Consenting Stakeholder's financial advisor in accordance with their respective fee letters or engagement letters for which an invoice has been received by the Company Parties on or before the day that is one (1) Business Day prior to the Agreement Effective Date; and

(e) the Company Parties shall have terminated all agreements to reimburse or pay any fees or expenses of any other creditor of the Debtors (including any fees or expenses of any legal counsel or other advisor to such other creditors) in connection with any potential transaction involving the Debtors' capital structure or a sale of assets (the "**Non-Party Reimbursement Agreements**").

Section 3. ***Definitive Documents.***

3.01. The Definitive Documents governing the Transactions shall include this Agreement and all other agreements, instruments, pleadings, filings, notices, letters, affidavits, applications, orders (whether proposed or entered), forms, questionnaires or other documents (including all exhibits, schedules, supplements, appendices, annexes, instructions and attachments thereto) that are utilized to implement or effectuate, or that otherwise relate to, the Transactions (including all amendments, modifications, and supplements made thereto from time to time), including each of the following: (A) the Plan; (B) the Confirmation Order; (C) the Disclosure Statement; (D) the Disclosure Statement Order (if applicable) and the other Solicitation Materials; (E) the First Day Pleadings and all orders sought pursuant thereto; (F) the Plan Supplement; (G) the Cash Collateral Order(s); (H) any asset purchase agreement with respect to a Transaction or other document effectuating any Transaction; (I) the Bidding Procedures, Bidding Procedures Motion, and Bidding Procedures Order; (J) all material pleadings, including those that qualify as First Day Pleadings, filed by the Company Parties in connection with the Chapter 11 Cases and all orders sought pursuant thereto, but not including ministerial notices and similar ministerial documents, retention applications, fee applications, fee statements, any similar pleadings or motions relating to the retention or fees of any professional, or statements of financial affairs and schedules of assets and liabilities; (K) any and all filings with or requests for regulatory or other approvals from any governmental body; and (L) such other agreements, instruments, and documents as may be necessary or reasonably desirable to consummate and document the Transactions.

3.02. The Definitive Documents not executed or in a form attached to this Agreement or the Transaction Term Sheet as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter or instrument related to the Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 13. Further, the Definitive Documents not executed or in a form attached to this Agreement or the Transaction Term Sheet as of the Execution Date shall otherwise be in form and substance acceptable to the Company Parties and reasonably acceptable to the Required Consenting Stakeholders.

Section 4. ***Milestones.***

4.01. The Consenting Stakeholders' support for the Transactions shall be subject to the timely satisfaction of the milestones as set forth in the Transaction Term Sheet (the "**Milestones**"), which, except as otherwise provided therein, may be extended with the prior written consent (email shall suffice, including from respective counsel) of the Company Parties and the Consenting Stakeholders.

Section 5. ***Commitments of the Consenting Stakeholders***.

5.01. General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, subject to the terms and conditions hereof, each Consenting Stakeholder agrees, in respect of all of its Company Claims/Interests, to:

(i) support the Transactions and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Transactions;

(ii) use commercially reasonable efforts to cooperate with and assist the Company Parties in obtaining additional support for the Transactions from the Company Parties' other stakeholders;

(iii) use commercially reasonable efforts to oppose any party or person from taking any actions contemplated in Section 5.02(b);

(iv) give any notice, order, instruction, or direction to the applicable Agents necessary to give effect to the Transactions;

(v) subject to the consent rights provided hereunder, negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement to which it is required to be a party; and

(vi) cooperate in good faith with the Company Parties to negotiate a reasonable Budget and support the entry of the Cash Collateral Orders on a consensual basis.

(b) During the Agreement Effective Period, each Consenting Stakeholder agrees, subject to the terms and conditions hereof, in respect of all of its Company Claims/Interests, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Transactions;

(ii) propose, file, support, or vote for any Alternative Transaction Proposal;

(iii) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Transaction;

(iv) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Transactions contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(v) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any of Claims against or Interests in the Company Parties other than in accordance with this Agreement and Definitive Documents;

(vi) oppose or object to the retention of, and compensation with respect to, the Company Parties' professionals in the Chapter 11 Cases (including, but not limited to, the Debtors' legal advisors, financial advisor, and investment banker), to the extent that such compensation is in compliance with the Budget provisions set forth in the Cash Collateral Orders; or

(vii) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code.

5.02. Commitments with Respect to Chapter 11 Cases.

(a) During the Agreement Effective Period, each Consenting Stakeholder that is entitled to vote to accept or reject the Plan pursuant to its terms agrees (subject to the terms and conditions hereof) that it shall, subject to receipt by such Consenting Stakeholder, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(i) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election; and

(iii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (i) and (ii) above.

(b) During the Agreement Effective Period, each Consenting Stakeholder, in respect of each of its Company Claims/Interests, subject to the terms and conditions hereof, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement.

Section 6. ***Additional Provisions Regarding the Consenting Stakeholders' Commitments***. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee); (b) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection not inconsistent with this Agreement in connection with the Transaction or the Chapter 11 Cases; (c) prevent any Consenting Stakeholder from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; (d) limit the ability of a Consenting

Stakeholder to purchase, sell, or enter into any transaction regarding the Company Claims/Interests, subject to the terms hereof; (e) require any Consenting Stakeholder to (i) incur any expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to any Consenting Stakeholder or its Affiliates; or (ii) provide any information that it reasonably determines to be sensitive or confidential, in each case, other than as contemplated by the terms of this Agreement; (f) be construed to prohibit any Consenting Stakeholder from either itself or through any representatives or agents, soliciting, initiating, negotiating, facilitating, proposing, continuing, or responding to any proposal to purchase or sell Company Claims/Interests, so long as such Consenting Stakeholder complies with Section 9 hereof; or (g) prohibit any Consenting Stakeholder from taking any other action that is not inconsistent with this Agreement.

Section 7. ***Commitments of the Company Parties***.

7.01. Affirmative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, subject to the terms and conditions hereof, the Company Parties agree to:

(a) support and take all steps reasonably necessary and desirable to consummate the Transactions in accordance with this Agreement;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Transactions contemplated herein, take all steps reasonably necessary and desirable to address any such impediment;

(c) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Transactions;

(d) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Transactions as contemplated by this Agreement;

(e) use commercially reasonable efforts to seek additional support for the Transactions from their other material stakeholders to the extent reasonably prudent;

(f) provide counsel for the Consenting Stakeholders a reasonable opportunity to review draft copies of (1) all First Day Pleadings and, (2) all other substantive pleadings and proposed orders that the Company Parties intend to file with Bankruptcy Court, including all Definitive Documents;

(g) continue ordinary course practices to maintain good standing under the jurisdiction in which each Company Party and each of its subsidiaries is incorporated or organized and continue to operate the business in the ordinary course of business customary in the normal course of ordinary operations consistent with past practice taking into account the Chapter 11 Cases and Transactions;

(h) cooperate in good faith and coordinate with the Consenting Stakeholders to structure and implement the Transactions in a tax efficient manner and take all reasonable actions necessary or reasonably requested by the Consenting Stakeholders to facilitate the consummation of the Transactions;

(i) negotiate in good faith and use commercially reasonable efforts to execute and deliver any appropriate additional or alternative provisions or agreements to address any legal, financial, strategic or structural impediment that may arise that would prevent, hinder, impede, delay, or be reasonably necessary to effectuate the consummation of the Transactions;

(j) use commercially reasonable efforts to oppose any party or person taking or seeking to take any actions contemplated in Section 7.02 of this Agreement;

(k) pay in full and in cash all fees, costs, and expenses in accordance with Section 15.21 of this Agreement and the Cash Collateral Order(s);

(l) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order: (i) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code); (ii) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; or (iii) dismissing any of the Chapter 11 Cases;

(m) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order modifying or terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization intend to file with Bankruptcy Court, as applicable; and

(n) comply with the terms, conditions, and obligations of the Cash Collateral Order(s) once entered by the Bankruptcy Court.

7.02. Negative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Transactions;

(b) take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation and consummation of the Transactions described in, this Agreement or the Plan;

(c) modify the Plan, in whole or in part, in a manner that is not consistent with this Agreement in all material respects;

(d) file any motion, pleading, or Definitive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan;

(e) amend, alter, supplement, restate or otherwise modify and Definitive Document in a manner inconsistent with this Agreement;

(f) settle any material litigation without the consent of the Required Consenting Stakeholders;[2]

(g) without the prior written consent (email being sufficient) of the Required Consenting Stakeholders, (i) enter into, terminate, or otherwise modify any material operational contract, lease, or other arrangement other than in the ordinary course of business or (ii)(a) make any payment to any officer or employee of any Company Party out of the ordinary course of business, (b) agree to, or incur, any material increase in the compensation payable or to become payable to any officer or employee of any Company Party, or (c) materially increase the benefits of any such officer or employee (except for increases in the compensation of non-officer employees in the ordinary course of business and consistent with past practice); or

(h) pay any fees or amounts pursuant to any Non-Party Reimbursement Agreements.

Section 8. ***Additional Provisions Regarding Company Parties' Commitments***.

8.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 8.01 shall not be deemed to constitute a breach of this Agreement. The Company Parties shall provide written notice to the Consenting Stakeholders within one (1) Business Day of any determination made in accordance with this Section 8.01.

8.02. Notwithstanding anything to the contrary in this Agreement (but subject to Section 8.01), each Company Party and its respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider, respond to, and facilitate Alternative Transaction Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Transaction Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Transaction Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims against or Equity Interests in a Company Party (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Transactions or Alternative Transaction Proposals; provided that if any Company Party receives an Alternative Transaction Proposal, then such Company Party shall, on a professional eyes only basis (x) provide counsel to the Consenting Stakeholders a copy of any written offer or

[2] Material litigation shall consist of any settlement where the Company Parties are giving any value or consideration in excess of $250,000.

proposal (and notice and a description of any oral offer or proposal) for any Alternative Transaction Proposal within three (3) Business Days of the Company Parties' or their advisors' receipt of such offer or proposal, (y) provide such information to the foregoing advisors regarding any discussions relating to an Alternative Transaction Proposal (including copies of any materials provided to such parties hereunder) as necessary to keep counsel to the Consenting Stakeholders reasonably informed as to the status and substance of such discussions, and (z) respond promptly to reasonable information requests and questions from counsel to the Consenting Stakeholders relating to such Alternative Transaction Proposal.

8.03. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 9. ***Transfer of Interests and Securities***.

9.01. During the Agreement Effective Period, no Consenting Stakeholder shall Transfer (nor shall it permit any of its affiliates (as defined in the Securities Act) to Transfer) any ownership (including any beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Company Claims/Interests to any affiliated or unaffiliated Person, including any Person in which it may hold a direct or indirect beneficial interest, unless:

(a) in the case of any Company Claims/Interests, the authorized transferee is either (1) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (2) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, (3) an institutional accredited investor (as defined in the Rules), or (4) a Consenting Stakeholder; and

(b) either (i) the transferee executes and delivers to counsel to the Company Parties, and counsel to the Consenting Stakeholders at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Stakeholder and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest Transferred) to counsel to the Company Parties and counsel to the Consenting Stakeholders at or before the time of the proposed Transfer.

9.02. Upon compliance with the requirements of Section 9.01, the transferee shall be deemed a "Consenting Stakeholder" and a party under this Agreement and the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 9.01 shall be void *ab initio*.

9.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Company Claims/Interests; provided, however, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders) and (b) such Consenting Stakeholder must

provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties within five (5) Business Days of such acquisition.

9.04. This Section 9 shall not impose any obligation on any Company Party to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another party to this Agreement have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

9.05. Notwithstanding Section 9.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently Transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is a Person that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 9.01; and (iii) the Transfer otherwise is a permitted Transfer under Section 9.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee.

9.06. Notwithstanding anything to the contrary in this Section 9, the restrictions on Transfer set forth in this Section 9 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 10. ***Representations and Warranties of Consenting Stakeholders***. Each Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement and as of the Plan Effective Date:

(a) it is the beneficial or record owner of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Company Claims/Interests other than those reflected in, such Consenting Stakeholder's signature page to this Agreement, a Joinder or a Transfer Agreement, as applicable (as may be updated pursuant to Section 9);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Company Claims/Interests;

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, approve changes to, and transfer all of its Company Claims/Interests referable to it as contemplated by this Agreement subject to applicable Law;

(e) solely with respect to holders of Company Claims/Interests, (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), and (ii) any securities acquired by the Consenting Stakeholder in connection with the Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act;

Section 11. ***Mutual Representations, Warranties, and Covenants***. Each of the Parties represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement, a Joinder or Transfer Agreement on the Plan Effective Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other person or entity in order for it to effectuate the Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement.

Section 12. ***Termination Events***.

12.01. Consenting Stakeholder Termination Events. This Agreement may be terminated with respect to the Consenting Stakeholders, by the Required Consenting

Stakeholders, in each case, by the delivery to the Company Parties of a written notice in accordance with Section 15.10 hereof upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement that remains uncured for ten (10) Business Days after such terminating Consenting Stakeholders transmit a written notice in accordance with Section 15.10 hereof detailing any such breach;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Consenting Stakeholders transmit a written notice in accordance with Section 15.10 hereof detailing any such issuance; provided, that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(c) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Stakeholders, not to be unreasonably withheld), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement;

(d) the occurrence of an Event of Default under and as defined in the Cash Collateral Order(s) for which the Consenting Stakeholders have not provided a forbearance or that has not been cured (if susceptible to cure) or waived in accordance with the terms thereof; provided, that the right to terminate this Agreement under this Section 12.01(d) shall not be available to any Consenting Stakeholder if the occurrence of such Event of Default is caused by, or results from, the material breach by such Consenting Stakeholder of its covenants, agreements, or other obligations under the Cash Collateral Order(s);

(e) the commencement of an involuntary bankruptcy case against any Company Party under the Bankruptcy Code, if such involuntary case is not dismissed within forty-five (45) calendar days after the filing thereof, or if a court order grants the relief sought in such involuntary case;

(f) any of the Milestones (as may have been extended in accordance with the terms hereof) is not achieved, except where such Milestone has been waived or extended in accordance with the terms hereof; *provided*, that the right to terminate this Agreement under this Section 12.01(f) shall not be available to any Consenting Stakeholder if the failure of such Milestone to be achieved is caused by, or results from, the material breach by such Consenting Stakeholder of its covenants, agreements, or other obligations under this Agreement;

(g) the Company Parties' exclusive right to file a plan or plans of reorganization or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code, including all extensions thereof, expires or is terminated by order of the Bankruptcy Court or otherwise;

(h) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable;

(i) the rejection of this Agreement, or the filing of a motion by a Company Party seeking such relief;

(j) any Definitive Document or any document or agreement necessary to consummate the Transactions is not consistent with the approval or consent rights hereunder (and the Company Parties do not revise such Definitive Document, document or agreement as reasonably requested by the Required Consenting Stakeholders) or the Company withdraws the Plan without the consent of the Required Consenting Stakeholders;

(k) any Company Party files, amends, or modifies a pleading seeking approval of, any Definitive Document or authority to amend or modify any Definitive Document, in a manner that is materially inconsistent with, or constitutes a material breach of, this Agreement without the prior written consent of the Required Consenting Stakeholders and such motion or pleading has not been withdrawn within five (5) Business Days of such filing;

(l) any Company Party (i) makes a public announcement that it is proceeding with an Alternative Transaction Proposal without the consent of the Required Consenting Stakeholders, (ii) files a motion with the Bankruptcy Court seeking the approval of an Alternative Transaction Proposal or supports (or fails to timely object to) another party in filing or seeking approval of an Alternative Transaction Proposal without the consent of the Required Consenting Stakeholders, (iii) agrees to pursue (including, for the avoidance of doubt, as may be evidenced by an executed term sheet, an executed letter of intent or similar binding documentation) an Alternative Transaction Proposal without the consent of the Required Consenting Stakeholders, or (iv) notifies the Consenting Stakeholders pursuant to Section 8 hereof of its determination to take any action or to refrain from taking any action with respect to the Transactions to the extent taking or failing to take such action would be materially inconsistent with this Agreement;

(m) any Company Party files a motion, application, or adversary proceeding (or a Company Party supports any such motion, application, or adversary proceeding filed or commenced by any third party other than the Consenting Stakeholders) challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the 2028 Senior Secured Notes or asserting any other cause of action against the Consenting Stakeholders, as applicable, or with respect to or relating to such 2028 Senior Secured Notes, or the prepetition liens securing any of the 2028 Senior Secured Notes, other than an order approving the transactions as contemplated by this Agreement or the Plan, as applicable;

(n) the Bankruptcy Court enters any order authorizing the use of cash collateral or postpetition financing that is not in a form and substance acceptable to the Required Consenting Stakeholders;

(o) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for fourteen (14) days after entry of such order;

(p) (1) any of the Confirmation Order, order(s) approving the Disclosure Statement or Solicitation Materials, or any other material order entered by the Bankruptcy Court is reversed,

stayed, dismissed, vacated, reconsidered, modified or amended without the consent of the Required Consenting Stakeholders, or (2) a motion for reconsideration, reargument, or rehearing with respect to any such order has been filed and the Company Parties have failed to timely object to such motion; or

(q) the Bankruptcy Court enters an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of any Company Party or that would materially and adversely affect any Company Party's ability to operate their businesses in the ordinary course.

12.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 15.10 hereof upon the occurrence of any of the following events:

(a) the breach in any material respect by one or more of the Consenting Stakeholders of any provision set forth in this Agreement that remains uncured for a period of fifteen (15) Business Days after the receipt by the Consenting Stakeholders of notice of such breach provided, however, that the Company Parties may elect to terminate this Agreement solely with respect to the breaching Consenting Stakeholders so long as the non-breaching Consenting Stakeholders continue to hold or control at least 66 2/3% of the aggregate outstanding principal amount of the 2028 Senior Secured Notes Claims;

(b) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Transaction Proposal;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Company Party transmits a written notice in accordance with Section 15.10 hereof detailing any such issuance; provided, that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(d) the Bankruptcy Court enters an order denying confirmation of the Plan.

12.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Stakeholders; and (b) each Company Party.

12.04. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately after the Plan Effective Date.

12.05. Effect of Termination. Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it

not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or causes of action. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Transactions and this Agreement or otherwise; provided, however, any Consenting Stakeholder withdrawing or changing its vote pursuant to this Section 12.05 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 12.05 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Section 12.02(b) or Section 12.02(d). Nothing in this Section 12.05 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 12.02(b).

Section 13. ***Amendments and Waivers***.

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 13.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (a) each Company Party and (b) the Required Consenting Stakeholders, solely with respect to any modification, amendment, waiver or supplement that materially and adversely affects the rights of such Parties and unless otherwise specified in this Agreement; provided, however, that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on any of the Company Claims/Interests held by a Consenting Stakeholder, then the consent of each such affected Consenting Stakeholder shall also be required to effectuate such modification, amendment, waiver or supplement.

(c) Any proposed modification, amendment, waiver or supplement that does not comply with this Section 13 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 14. [Reserved]

Section 15. ***Miscellaneous***

15.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

15.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

15.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Transactions, as applicable.

15.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

15.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the

Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

15.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

15.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

15.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

15.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

Invitae Corporation
1400 16th Street
San Francisco, CA 94103
Attention: Tom Brida, General Counsel
E-mail address: tom.brida@invitae.com

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Nicole L. Greenblatt, Francis Petrie, and Nikki Gavey

E-mail address: nicole.greenblatt@kirkland.com; francis.petrie@kirkland.com; nikki.gavey@kirkland.com

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Spencer A. Winters
E-mail address: spencer.winters@kirkland.com

(b) if to any of the Consenting Stakeholders, to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004-2498
Attention: Ari Blaut, Benjamin S. Beller
E-mail address: blauta@sullcrom.com; bellerb@sullcrom.com

Any notice given by delivery, mail, or courier shall be effective when received.

15.11. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

15.12. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

15.13. Waiver. If the Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

15.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

15.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

15.16. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

15.17. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

15.18. Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

15.19. Survival. Notwithstanding (i) any Transfer of any Company Claims/Interests in accordance with this Agreement or (ii) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 15 and the Confidentiality Agreements shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof.

15.20. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 13, or otherwise, including a written approval by the Company Parties or the Required Consenting Stakeholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

15.21. Fees. The Debtors shall pay in full in cash all reasonable and documented fees and expenses when due of the Consenting Stakeholders (regardless of whether such fees and expenses are incurred before or after the Petition Date), including the reasonable and documented fees and expenses of (a) Sullivan & Cromwell LLP, as legal counsel, (b) Hogan Lovells US LLP, as legal counsel, (c) Wollmuth Maher & Deutsch LLP, as legal counsel (d) Perella Weinberg Partners LP, as investment banker, (e) the primary lawyer, local counsel or any other legal counsel to the Agent under the 2028 Senior Secured Notes Indenture, necessary to exercise Agent's rights and obligations thereunder, and (f) any conflict counsel or other professionals necessary or advisable to represent the interests of the Required Consenting Stakeholders in connection with the Chapter 11 Cases (in the case of the foregoing (a)-(f) solely as and to the extent provided for in such advisors' engagement letters (which agreements shall not be terminated by the Debtors before the termination of this Agreement)), and any such other

advisors or consultants as may be reasonably retained on behalf of the Consenting Stakeholders with the consent of the Debtors (not to be unreasonably withheld, delayed or conditioned) and, in each case, seek to pay such fees and expenses in connection with the Cash Collateral Order(s) and the Confirmation Order.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**Company Parties' Signature Page to
the Transaction Support Agreement**

INVITAE CORPORATION
ARCHERDX CLINICAL SERVICES, INC.
ARCHERDX, LLC
CAPE TOWN HEALTH, LLC
GENELEX INDIA PRIVATE LIMITED
GENETIC SOLUTIONS LLC
GENOSITY, LLC
INVITAE AUSTRALIA PTY LTD
INVITAE CANADA INC.
INVITAE ISRAEL INC. LTD.
INVITAE LATVIA SIA
INVITAE NETHERLANDS B.V.
INVITAE (SINGAPORE) PTE. LTD.
OMMDOM INC.
ORBICULA BBVA
PGX HOLDING COMPANY, LLC

By: 

Name: Ana Schrank

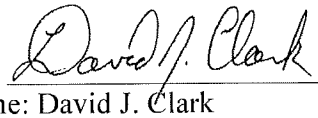
Authorized Signatory

Consenting Stakeholder Signature Page to the Transaction Support Agreement

DEERFIELD PARTNERS, L.P.

By: Deerfield Mgmt, L.P., General Partner

By: J.E. Flynn Capital, LLC, General Partner

By: 

Name: David J. Clark
Title: Authorized Signatory

Address: 345 Park Ave. South, New York, NY 10010, 12th floor

E-mail address(es): legalnotice@deerfield.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
2028 Senior Secured Notes	$240,100,000

EXHIBIT A

Company Parties

INVITAE CORPORATION
ARCHERDX CLINICAL SERVICES, INC.
ARCHERDX, LLC
CAPE TOWN HEALTH, LLC
GENELEX INDIA PRIVATE LIMITED
GENETIC SOLUTIONS LLC
GENOSITY, LLC
INVITAE AUSTRALIA PTY LTD
INVITAE CANADA INC.
INVITAE ISRAEL INC. LTD.
INVITAE LATVIA SIA
INVITAE NETHERLANDS B.V.
INVITAE (SINGAPORE) PTE. LTD.
OMMDOM INC.
ORBICULA BBVA
PGX HOLDING COMPANY, LLC

EXHIBIT B

Transaction Term Sheet

Execution Version

Invitae Corporation

TRANSACTION TERM SHEET

February 13, 2024

THIS TERM SHEET (THE "**TRANSACTION TERM SHEET**") CONTAINS CERTAIN MATERIAL TERMS AND CONDITIONS OF THE PROPOSED RESTRUCTURING (THE "**RESTRUCTURING**," AND THE TRANSACTIONS CONTEMPLATED THEREUNDER, THE "**TRANSACTIONS**") OF INVITAE CORPORATION ("**INVITAE**", AND TOGETHER WITH ITS DIRECT AND INDIRECT SUBSIDIARIES, THE "**COMPANY**"). THE REGULATORY, CORPORATE, TAX, ACCOUNTING, AND OTHER LEGAL AND FINANCIAL MATTERS RELATED TO THE RESTRUCTURING ARE BEING EVALUATED AND ANY SUCH EVALUATION MAY AFFECT THE TERMS AND STRUCTURE OF ANY RESTRUCTURING. THIS TRANSACTION TERM SHEET DOES NOT ADDRESS ALL TERMS, CONDITIONS, OR OTHER PROVISIONS THAT WOULD BE REQUIRED IN CONNECTION WITH THE RESTRUCTURING OR THAT WILL BE SET FORTH IN THE DEFINITIVE DOCUMENTS, WHICH ARE SUBJECT TO AGREEMENT IN ACCORDANCE WITH THE TRANSACTION SUPPORT AGREEMENT TO WHICH THIS TRANSACTION TERM SHEET IS ATTACHED (THE "**TRANSACTION SUPPORT AGREEMENT**").[1]

THIS TRANSACTION TERM SHEET IS NOT (NOR SHALL BE CONSTRUED AS) AN OFFER, ACCEPTANCE, OR SOLICITATION WITH RESPECT TO ANY SECURITIES, LOANS, OR OTHER INSTRUMENTS OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER, ACCEPTANCE, OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE LAW, INCLUDING SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

NOTHING CONTAINED IN THIS TRANSACTION TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED IN THE TRANSACTION SUPPORT AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES TO THE TRANSACTION SUPPORT AGREEMENT.

THIS TRANSACTION TERM SHEET IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO. ACCORDINGLY, THIS TRANSACTION TERM SHEET IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

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[1] Capitalized terms used but not immediately defined herein have the meaning given to them in the Transaction Support Agreement.

OVERVIEW OF TRANSACTIONS	
Company Parties	A list of the Company Parties is attached to the Transaction Support Agreement as Exhibit A.
Debtors	A list of Debtors is attached to the Transaction Support Agreement as Exhibit C.
Venue	United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**").
Implementation	The Transaction Support Agreement contemplates that the Transactions will be consummated pursuant to the Definitive Documents through the Sale Transaction (as defined below) and effectuation of a chapter 11 plan (the "**Plan**"), which shall be consistent in all respects with the terms of this Transaction Term Sheet and otherwise reasonably acceptable to the Required Consenting Stakeholders, through voluntary cases to be commenced by the Debtors under the Bankruptcy Code in the Bankruptcy Court. The Transactions will be effectuated through a sale of all or some of the Debtors' assets and/or equity on terms and conditions reasonably acceptable to the Required Consenting Stakeholders (the "**Sale Transaction**"), as more fully described below. Following entry into the Transaction Support Agreement, the Company shall continue its pre-petition sale and marketing process (the "**Sale Process**") to solicit bids for the Sale Transaction in accordance with the Milestones, Bidding Procedures, and other terms set forth in the Transaction Support Agreement and the Transaction Term Sheet. The Sale Process shall be conducted in a form and manner reasonably acceptable to the Required Consenting Stakeholders. The Sale Transaction and the Plan solicitation process shall generally be conducted in accordance with the procedures and timeline set forth herein and in the Bidding Procedures, which shall be in form and substance reasonably acceptable to the Required Consenting Stakeholders. The Bidding Procedures and all other applicable documents shall provide that the 2028 Senior Secured Noteholders shall have the right to, and may in their sole and absolute discretion, credit bid all or any 2028 Senior Secured Notes Claims in connection with the Sale Transaction. The Debtors and the Required Consenting Stakeholders shall negotiate in good faith with respect to an amount of cash to remain in the Debtors' estates and a wind-down budget for purposes of an orderly wind down process of the Debtors' estates following the

	consummation of the Sale Transaction (the "**Wind-Down Budget**"), which shall be reasonably acceptable to the Debtors and the Required Consenting Stakeholders.
Current Capital Structure	The current Equity Interests and equity-like classes of the Company (including all preferred securities, common interests, warrants, options, phantom or other equity and equity-like securities or interests) includes Common Stock, $0.0001 par value per share, historically listed on the New York Stock Exchange under the ticker "NVTA" (the "**Common Stock**"). The current indebtedness of the Company includes: i. the senior secured convertible notes issued pursuant to that certain indenture, dated March 7, 2023, as amended, restated, modified, or supplemented from time to time with the terms thereof (the "**2028 Senior Secured Notes Indenture**") by and among the Company as issuer, the subsidiaries of the Company party thereto as Guarantors (as defined therein), Deerfield L.P. and certain of its affiliates, among others, as holders (the "**2028 Senior Secured Noteholders**"), and U.S. Bank Trust Company, National Association as Trustee and Agent (in such capacity, the "**2028 Senior Secured Notes Agent**"). As of the date hereof, approximately $305.3 million in unpaid aggregate principal amount is outstanding under the 2028 Senior Secured Notes Indenture, plus accrued but unpaid interest, fees, premiums, and all other obligations, amounts, and expenses arising under or in connection with the 2028 Senior Secured Notes Indenture (such amounts, the "**2028 Senior Secured Notes Claims**"); ii. the unsecured convertible notes issued pursuant to that certain indenture, dated September 10, 2019, as amended, restated, modified, or supplemented from time to time with the terms thereof (the "**2024 Convertible Notes Indenture**") by and among the Company as issuer, the holders thereto (the "**2024 Convertible Noteholders**"), and U.S. Bank Trust Company, National Association as Trustee and Agent (in such capacity, the "**2024 Convertible Notes Agent**"). As of the date hereof, approximately $27.1 million in aggregate principal amount is outstanding under the 2024 Convertible Notes Indenture, plus accrued but unpaid interest, fees, premiums, and all other obligations, amounts, and expenses arising under or in connection with the 2024 Convertible Notes Indenture (such amounts, the "**2024 Convertible Notes Claims**") and iii. the unsecured convertible notes issued pursuant to that certain indenture, dated April 8, 2021 as amended, restated, modified, or supplemented from time to time with the terms thereof (the "**2028 Convertible Notes Indenture**") by and among

	the Company as issuer, the holders thereto (the "**2028 Convertible Noteholders**"), and U.S. Bank Trust Company, National Association as Trustee and Agent (in such capacity, the "**2028 Convertible Notes Agent**"). As of the date hereof, approximately $1.15 billion in aggregate principal amount is outstanding under the 2028 Convertible Notes Indenture, plus accrued but unpaid interest, fees, premiums, and all other obligations, amounts, and expenses arising under or in connection with the 2028 Convertible Notes Indenture (such amounts, the "**2028 Convertible Notes Claims**").
Case Financing	The Chapter 11 Cases will be financed by existing cash and use of cash collateral on terms and conditions set forth in the Cash Collateral Order, which shall be in form and substance acceptable to the Required Consenting Stakeholders.
TREATMENT OF CLAIMS AND INTERESTS	
On the Plan Effective Date[2], or as soon as is reasonably practicable thereafter, each holder of an Allowed[3] Claim or Interest, as applicable, shall receive under the Plan the treatment described in this Transaction Term Sheet in full and final satisfaction, settlement, release, and discharge of and in exchange for such holder's Allowed Claim or Interest.	
Unclassified Non-Voting Claims	
Administrative Claims	Except to the extent that a Holder of an Allowed Administrative Claim agrees to a less favorable treatment, on the Plan Effective Date, each holder of an Allowed Administrative Claim[4] shall be paid in full in cash on the Plan Effective Date, or in the ordinary course of business as and when due, or otherwise receive treatment consistent with the provisions of section 1129(a) of the Bankruptcy Code reasonably acceptable to the Required Consenting Stakeholders.

[2] "Plan Effective Date" means the date, selected by the Debtors, after consultation with the Required Consenting Stakeholders, that is the first Business Day on which (a) all Conditions Precedent to the Plan Effective Date have been satisfied or waived in accordance with the Plan and (b) no stay of the Confirmation Order is in effect.

[3] For purposes of this Transaction Term Sheet, "Allowed" means, with respect to any Claim or Interest, any Claim or Interest (or portion thereof) against any Debtors that: (a) is deemed allowed under the Bankruptcy Code; (b) is allowed, compromised, settled, or otherwise resolved pursuant to the terms of the Plan, in any stipulation that is approved by a Final Order of the Bankruptcy Court, or pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection therewith; or (c) has been allowed by a Final Order of the Bankruptcy Court.

[4] For purposes of this Transaction Term Sheet, "Administrative Claim" shall mean a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Plan Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Professional Claims (as defined in the Plan); and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

Priority Tax Claims	Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, on the Plan Effective Date, each holder of an Allowed Priority Tax Claim[5] shall receive treatment in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code reasonably acceptable to the Required Consenting Stakeholders.	
Classified Claims and Interests of the Debtors		
Class 1 – Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, on the Plan Effective Date, each holder of an Allowed Other Secured Claim[6] shall receive, at the Debtors' option with the consent of the Required Consenting Stakeholders (not to be unreasonably withheld, conditioned or delayed): (i) payment in full in cash in an amount equal to its Allowed Other Secured Claim, (ii) the collateral securing its Allowed Other Secured Claim, or (iii) such other treatment rendering its Allowed Other Secured Claim Unimpaired[7] in accordance with section 1124 of the Bankruptcy Code.	Unimpaired / Deemed to Accept
Class 2 – Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, each holder of an Allowed Other Priority Claim[8] shall be paid in full in cash on the Plan Effective Date, or otherwise receive treatment consistent with the provisions of section 1129(a) of the Bankruptcy Code reasonably acceptable to the Required Consenting Stakeholders.	Unimpaired / Deemed to Accept
Class 3 – 2028 Senior Secured Notes Claims	Except to the extent that a Holder of an Allowed 2028 Senior Secured Notes Claim agrees to a	Impaired / Entitled to Vote

[5] For purposes of this Transaction Term Sheet, "Priority Tax Claim" shall mean any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

[6] For purposes of this Transaction Term Sheet, "Other Secured Claim" shall mean any Secured Claim that is not a 2028 Senior Secured Notes Claim.

[7] For purposes of this Transaction Term Sheet, "Unimpaired" shall mean means with respect to a class of Claims or Interests, a class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

[8] For purposes of this Transaction Term Sheet, "Other Priority Claim" shall mean any Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

	less favorable treatment, each holder of an Allowed 2028 Senior Secured Notes Claim (which shall include interest, fees and all other amounts due and owing under the 2028 Senior Secured Notes Indenture) shall receive on the Plan Effective Date its pro rata share of Distributable Value[9] following payment in full of Classes 1, 2, 4 and 5 Claims.	
Class 4 – Convenience Class Claims	Each holder of an Allowed General Unsecured[10] Claims in an amount less than $250,000 and each Holder who elects to reduce their Allowed General Unsecured Claim to $250,000 (each, a "**Convenience Class Claim**") shall be paid in full in cash on the Plan Effective Date or as soon as reasonably practicable thereafter, *provided*, that to the extent that a Holder of a Convenience 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 Claim, such Holder shall only be entitled to a distribution on one Convenience Claim against the Debtors in full and final satisfaction of all such Claims.	Unimpaired / Deemed to Accept
Class 5 – Subsidiary Unsecured Claims	Except to the extent that a Holder of an Allowed Subsidiary Unsecured Claim[11] agrees to a less favorable treatment, each holder of a Subsidiary Unsecured Claim shall be paid in full in cash on the Plan Effective Date, or otherwise receive treatment consistent with the provisions of section 1129(a) of the Bankruptcy Code.	Unimpaired / Deemed to Accept

[9] "**Distributable Value**" shall mean all proceeds from the Sale Transaction and all other cash on hand and other assets of the Debtors on the Plan Effective Date (or such applicable later date) after taking into account the Wind-Down Budget.

[10] For purposes of this Transaction Term Sheet, "General Unsecured Claim" shall mean any prepetition Claim other than an Other Secured Claim, Other Priority Claim, 2028 Senior Secured Notes Claim, and Convenience Class Claim or that is otherwise secured by collateral, subordinated, or entitled to priority under the Bankruptcy Code against any Debtor.

[11] For purposes of this Transaction Term Sheet, "Subsidiary Unsecured Claim" shall mean any prepetition Claim against any Debtor other than Invitae Corp. other than an Other Secured Claim, Other Priority Claim, 2028 Senior Secured Notes Claim, and Convenience Class Claim or that is otherwise secured by collateral, subordinated, or entitled to priority under the Bankruptcy Code.

Class 6 – Parent Unsecured Claims	Except to the extent that a Holder of an Allowed Parent Unsecured Claim[12] agrees to a less favorable treatment, each holder of a Parent Unsecured Claim shall receive on the Plan Effective Date its *pro rata* share of any residual Distributable Value available for creditors of Invitae following payment in full of Classes 1, 2, 3, 4 and 5 Claims, or such other treatment as agreed by such holder (subject to the consent (not to be unreasonably withheld, delayed or conditioned) of the Required Consenting Stakeholders).	Impaired / Entitled to Vote
Class 7 – Intercompany Claims	On the Plan Effective Date, Intercompany Claims[13] shall be reinstated, set off, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Debtors (with the consent (not to be unreasonably withheld, delayed or conditioned) of the Required Consenting Stakeholders), without any distribution.	Impaired / Deemed to Reject or Unimpaired / Deemed to Accept
Class 8 – Intercompany Interests	On the Plan Effective Date, Intercompany Interests[14] shall be reinstated set off, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Debtors (with the consent (not to be unreasonably withheld, delayed or conditioned) of the Required Consenting Stakeholders), without any distribution.	Impaired / Deemed to Reject or Unimpaired / Deemed to Accept
Class 9 – Section 510(b) Claims	On the Plan Effective Date, any Claims arising under section 510(b) of the Bankruptcy Code shall be discharged without any distribution.	Impaired / Deemed to Reject
Class 10 – Equity Interests	On the Plan Effective Date, all Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or	Impaired / Deemed to Reject

[12] For purposes of this Transaction Term Sheet, "Parent Unsecured Claim" shall mean any prepetition Claim against Invitae Corp. other than an Other Secured Claim, Other Priority Claim, 2028 Senior Secured Notes Claim, and Convenience Class Claim or that is otherwise secured by collateral, subordinated, or entitled to priority under the Bankruptcy Code.

[13] For purposes of this Transaction Term Sheet, "Intercompany Claim" shall mean any Claim against a Debtor held by another Company Entity.

[14] For purposes of this Transaction Term Sheet, "Intercompany Interest" shall mean any Interest in a Company Entity held by another Company Entity.

	effect. Each holder of an Equity Interest shall receive no recovery or distribution on account of such Equity Interest.	
OTHER KEY TERMS		
Tax Structure	The Restructuring will be effectuated and structured in a tax-efficient manner acceptable to the Company and the Required Consenting Stakeholders.	
Disputed Claims	The Debtors shall consult and cooperate in good faith with the Consenting Stakeholders and their advisors with respect to the treatment and resolution of any material disputed claims asserted against the Debtors, which treatment and resolution shall be subject to the consent of the Required Consenting Stakeholders.	
Wind-Down Debtors	Following the Plan Effective Date, the Debtors shall wind-down the Debtors' estates, reconcile disputed Claims and Interests, and distribute any remaining assets of the Estates in accordance with the terms of the Plan. On and after the Plan Effective Date, the Debtors that continue in existence after the Plan Effective Date (the "**Wind-Down Debtors**") may, in the name of the Debtors or Wind-Down Debtors, take any and all appropriate actions consistent with the Plan without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than any restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Wind-Down Debtors may pay all reasonable fees, costs, and expenses of the Wind-Down Debtors without further notice to Creditors or Holders of Interests or approval of the Bankruptcy Court up to the amounts set forth in the Wind-Down Budget. All fees and expenses incurred by the professionals retained by the Wind-Down Debtors following the Plan Effective Date shall be paid by the Wind-Down Debtors up to the amounts set forth in the Wind-Down Budget. In the event there are unused funds remaining in the Wind-Down Budget upon the winding down of the Debtors or remaining in any reserves funded pursuant to the Plan following satisfaction of all claims on account of which such reserves were established, such funds shall be made available for distribution pursuant to the Plan.	
Discharge, Release, Injunction, and Exculpation	The Plan shall include customary release, exculpation, and injunction provisions for the benefit of the Debtors, the 2028 Senior Secured Notes Agent, and the 2028 Senior Secured Noteholders and each of their respective related parties, which	

	provisions shall be substantially in the form attached hereto as **Annex 1**.
Milestones	The Company shall comply with the following Milestones (each of which may be extended by the parties in writing (email by counsel being sufficient)) and shall be deemed automatically extended to the extent the extension is a result of Bankruptcy Court scheduling issues or a Bankruptcy Court Order setting such date (after the Company's good-faith efforts to comply with the milestones set forth herein): a) No later than February 10, 2024, the Debtors shall have shared with the Consenting Stakeholders a summary of all indicative proposals received (whether for all or a subset of the Debtors' assets) from any third parties; b) no later than February 14, 2024, the Debtors shall have commenced the Chapter 11 Cases in the Bankruptcy Court (the "**Petition Date**"); c) no later than one (1) day after the Petition Date, the Debtors shall file (i) a motion seeking approval of the Cash Collateral Orders; (ii) a motion seeking approval of the Bidding Procedures; and (iii) a motion to establish a Bar Date no later than sixty-two (62) days after the Petition Date; d) no later than three (3) days after the Petition Date, the Bankruptcy Court shall have entered the Interim Cash Collateral Order; e) no later than seven (7) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order; f) no later than thirty (30) days after the Petition Date, the Bankruptcy Court shall have entered a: (i) Final Cash Collateral Order; and (ii) an order establishing the Bar Date not later than sixty-two (62) days after the Petition Date; g) no later than sixty-two (62) days after the Petition Date, the Bar Date shall have occurred; h) no later than fifteen (15) days after the Bar Date, the Debtors shall deliver to the Consenting Stakeholders, in form and substance acceptable to the Required Consenting Stakeholders a substantially complete analysis of the Claims comprising Class 4 and Class 5, including the quantum, nature and contemplated resolution of such Claims in the Chapter 11 Cases;

	i) no later than sixty-six (66) days after the Petition Date, the Auction (if any) shall have commenced; j) no later than fifteen (15) days after the conclusion of the Auction, the Bankruptcy Court shall have entered an order approving the proposed sale (the "**Sale Order**"); k) no later than twenty-five (25) days after the entry of the Sale Order, subject to Bankruptcy Court availability, a hearing to approve the Disclosure Statement on a conditional basis shall have occurred; l) no later than forty-one (41) days after the Disclosure Statement is approved on a conditional basis, subject to Bankruptcy Court availability, a joint hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan shall have occurred; and m) no later than one hundred fifty-nine (159) days after the Petition Date, the closing of the Sale Transaction and the Plan Effective Date shall have occurred; *provided* that, if necessary regulatory approvals associated with the Sale Transaction and the effectuation of the Plan remain pending as of such date, this date shall automatically be extended to the date that is the third Business Day following receipt of all necessary regulatory approvals; *provided further* that the Debtors shall use commercially reasonable efforts, in consultation with the Consenting Stakeholders, to have the closing of the Sale Transaction occur as soon as possible under the circumstances following the entry of the Sale Order and to have the Plan Effective Date occur as soon as possible under the circumstances following the entry of the Confirmation Order.
Conditions Precedent to the Plan Effective Date	The occurrence of the Plan Effective Date shall be subject to the following additional conditions precedent unless otherwise agreed by the Debtors and the Consenting Stakeholders: • the Transaction Support Agreement shall not have been terminated and shall remain in full force and effect; • the Bankruptcy Court shall have entered the Cash Collateral Orders, which shall be in full force and effect; • the Definitive Documents shall (i) be consistent with the Transaction Support Agreement and otherwise approved by the applicable parties thereto consistent with their respective consent and approval rights set forth therein and (ii) have been executed or deemed executed and delivered by each party

	thereto, and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties; • the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall not have been reversed, stayed, modified or vacated on appeal; • the Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall not have been reversed, stayed, modified or vacated on appeal; • all actions, documents, and agreements necessary to implement and consummate the Plan as mutually agreed to by the Debtors and the Required Consenting Stakeholders shall have been effected and executed; • payment of all invoiced professional fees and other amounts required to be paid pursuant to the Transaction Support Agreement, in any Definitive Document, or in any order of the Bankruptcy Court related thereto, including the reasonable and documented fees and out of pocket expenses of counsel to the Consenting Stakeholders and 2028 Senior Secured Notes Agent; and • any and all requisite governmental, regulatory, and third-party approvals and consents shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired or terminated without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on the Transactions, or the financial benefits of such Transactions to the Required Consenting Stakeholders.
Other Customary Plan Provisions	The Plan will provide for other standard and customary provisions, including in respect of the cancellation of existing Company Claims/Interests, the vesting of assets, release of liens, the compromise and settlement of claims, the retention of jurisdiction by the Bankruptcy Court, and the resolution of disputed claims.
Definitive Documents	This Transaction Term Sheet does not include a description of all of the terms, conditions, and other provisions that will be contained in the Definitive Documents, which shall be in form and substance subject to the consent rights set forth herein and in the Transaction Support Agreement.

Amendments	This Transaction Term Sheet may be amended only as expressly allowed herein or otherwise permitted by the Transaction Support Agreement.

Annex 1

Releases, Exculpation, and Injunction

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS	
Discharge of Claims and Termination of Interests	Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Plan Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Plan Effective Date by the Wind-Down Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Plan Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Plan Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Plan Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Plan Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Plan Effective Date occurring.
Related Party	Collectively, current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns (whether by operation of law or otherwise), subsidiaries, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, representatives advisors, predecessors, successors, and assigns, each solely in their capacity as such (including any attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), and the respective heirs, executors, estates, servants and nominees of the foregoing.
Released Parties	Collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Wind-Down Debtor; (c) the Consenting Stakeholders; (d) the 2028 Senior Secured Notes Agent; (e) the Plan Administrator; (f) each Company Party; (g) any Successful Bidder; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (i); and (i) each Related Party of each Entity in clauses (a) through this clause (i); *provided, however*, that each Entity that timely and property opts out of the releases contemplated herein shall not be a Released Party.

Releasing Parties	Collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Wind-Down Debtor; (c) the Consenting Stakeholders; (d) the 2028 Senior Secured Notes Agent; (e) the Plan Administrator; (f) each Company Party; (g) any Successful Bidder; (h) all Holders of Claims; (j) all holders of Interests; (k) each current and former Affiliate of each Entity in clause (a) through the following clause (k); and (k) each Related Party of each Entity in clauses (a) through this clause (k); *provided, however*, that each Entity that timely and properly opts out of the releases contemplated herein shall not be a Releasing Party; *provided, further, however*, that any Holder of Interests who acquired such Interests after the Voting Record Date (as such term is defined in the Disclosure Statement Order) and did not receive an opt out election form shall not be a Releasing Party.
Releases by the Debtors	Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Plan Effective Date, each Released Party is deemed, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged by the Debtors, the Wind-Down Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates (as applicable), that the Debtors, the Wind-Down Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that any Holder of any Claim against or Interest in a Debtor or other Entity could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof or otherwise), the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Transaction Support Agreement, the Disclosure Statement, the Plan, the Sale Transaction, or any Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Transaction Support Agreement, the Disclosure Statement, the Sale Transaction, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Plan Effective Date obligations of any party or Entity under the Plan, any Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement.
Releases by Holders of Claims and Interests of the Debtors	Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Plan Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each Debtor, Wind-Down Debtor, and Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates (as applicable), that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation

	thereof or otherwise), the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of the Transaction Support Agreement, the Disclosure Statement, the Plan, the Sale Transaction or any Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Transaction Support Agreement, the Disclosure Statement, the Sale Transaction, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Plan Effective Date obligations of any party or Entity under the Plan, any Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement.
Exculpation	Except as otherwise expressly provided in the Plan or the Confirmation Order, to the fullest extent permitted by applicable law, no Related Party shall have or incur, and each Related Party is released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Sale Transaction, or any Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement, the Sale Transaction, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Related Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.
Injunctions	Except as otherwise specifically provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Related Parties, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or

	interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

EXHIBIT C

Debtors

INVITAE CORPORATION
ARCHERDX CLINICAL SERVICES, INC.
ARCHERDX, LLC
GENETIC SOLUTIONS LLC
GENOSITY, LLC
OMMDOM INC.

Exhibit D

Form of Joinder Agreement

Joinder Agreement to Restructuring Support Agreement

The undersigned hereby acknowledges that it has reviewed and understands the Transaction Support Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "***Agreement***") dated as of February 13, 2024, by and among Invitae Corporation and each of its Affiliates that executes the Agreement (collectively, the "***Company Parties***"), and certain holders of 2028 Senior Secured Notes Claims, and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Stakeholder" under the terms of the Agreement.[1]

The undersigned hereby makes the applicable representations and warranties set forth in Section 10 and Section 11 of the Agreement to each other Party, effective as of the date hereof.

This joinder agreement shall be governed by the governing law set forth in the Agreement.

Date: _____, 2024

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

EXHIBIT E

Provision for Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Transaction Support Agreement, dated as of February 13, 2024 (the "**Agreement**"),[1] by and among Invitae Corporation and its affiliates and subsidiaries bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Stakeholder" under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

_____

Name:
Title:
Address:
E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
2028 Senior Secured Notes	

[1] Capitalized terms used but not otherwise defined herein shall having the meaning ascribed to such terms in the Agreement.