

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

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



Order Filed on April 10, 2024  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

In Re:

Invitae Corporation

Case No.: 24-11362

Chapter: 11

Judge: Michael B. Kaplan

ORDER AUTHORIZING  
REJECTION OF THAT CERTAIN  
EXECUTORY CONTRACT, EFFECTIVE AS OF THE REJECTION DATE

The relief set forth on the following page is **ORDERED**.

DATED: April 10, 2024

  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge



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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

Caption of Order: ORDER AUTHORIZING REJECTION OF THAT CERTAIN EXECUTORY CONTRACT, EFFECTIVE AS OF THE REJECTION DATE

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Upon the *Order Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases* (the “Rejection Procedures Order”)<sup>2</sup> [Docket No. 198] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), and the Court having jurisdiction over this matter and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a Rejection Notice on the applicable party as set forth in the rejection schedule, attached hereto as **Schedule 1**; in accordance with the terms of the Rejection Procedures Order; and no timely objections having been filed to the Rejection of such Contract; and due and proper notice of the Rejection Procedures Order and the Rejection Notice having been provided to the applicable Rejection Counterparty as set forth in **Schedule 1** and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Contract identified on **Schedule 1** attached hereto is hereby rejected, to be effective as of the later of (a) the Rejection Date set forth on **Schedule 1** or (b) the date the Debtors relinquish control of the

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Rejection Procedures Order.

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Premises by notifying the affected landlord in writing, with email being sufficient, of the Debtors' surrender of the Premises and (i) turning over keys, key codes, and security codes, if any, to the affected landlord or (ii) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but that the landlord may rekey the leased Premises (the "Rejection Date").

3. The Debtors shall not be liable for any additional administrative expenses arising after the Rejection Date with respect to the Contract.

4. Nothing contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority of, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Order; (e) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (f) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any,

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and (ii) thirty days after the later of (a) the date of entry of this Order approving rejection of the applicable Contract, and (b) the Rejection Date. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

6. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Schedule 1**

**Rejected Contracts<sup>1</sup>**

<b>Rejection Counterparty</b>	<b>Rejection Counterparty Address</b>	<b>Debtor Party</b>	<b>Description of Contract<sup>2</sup></b>	<b>Abandoned Property</b>	<b>Rejection Date</b>
Phoenician Operating LLC	6000 E Camelback Rd. Scottsdale, AZ 85251	Invitae Corporation	Event and Hospitality Agreement	N/A	March 27, 2024

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<sup>1</sup> For the avoidance of doubt, the Contracts referenced herein include any ancillary documents, including guaranties or assignments thereof, and any amendments, modifications, subleases, or termination agreements related thereto.

<sup>2</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.