

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)

CERTIFICATE OF SERVICE

I, James Lee, depose and say that I am employed by Kurtzman Carson Consultants LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On August 7, 2024, employees of Verita caused the following materials to be served via electronic mail to the parties on the service list attached hereto as **Exhibit A**:

- **Supplemental Beneficial Holder Ballot for the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code** [attached hereto as **Exhibit B**]
- **Supplemental Master Ballot for the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code** [attached hereto as **Exhibit C**]

Dated: August 14, 2024

/s/ James Lee

James Lee

Verita

222 N. Pacific Coast Highway, 3rd Floor

El Segundo, CA 90245

Tel 310.823.9000

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.



2411362240815000000000005

Exhibit A

Class 6 Email Service List**Served via Electronic Mail**

CreditorName	Email
BNY Mellon	dctvolcaresponseteam@bnymellon.com
BNY Mellon	enis.suljic@bnymellon.com
BNY Mellon	nikhil.watve@bny.com
BNY Mellon	psamericasresponseinstructionapprovers@bnymellon.com
National Financial Services	lisa.ganesh@fmr.com
National Financial Services	reorgvoluntariesdept@fmr.com
Vanguard Marketing Corporation	andrew_alvarez@vanguard.com
Vanguard Marketing Corporation	benjamin_beguin@vanguard.com
Vanguard Marketing Corporation	raul_f_flores@vanguard.com
Vanguard Marketing Corporation	vbs_corporate_actions@vanguard.com

Exhibit B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

INVITAE CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11362 (MBK)

(Jointly Administered)

**SUPPLEMENTAL BENEFICIAL HOLDER
BALLOT FOR THE THIRD AMENDED JOINT PLAN OF INVITAE CORPORATION
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 6 – PARENT UNSECURED CLAIMS

PLEASE READ – TO BE VALID, YOUR SUPPLEMENTAL BALLOT MUST BE SUBMITTED ACCORDING TO INSTRUCTIONS, INCLUDING DEADLINE FOR SUBMISSION, PROVIDED BY YOUR NOMINEE. THE DEADLINE FOR YOUR NOMINEE’S SUBMISSION OF A SUPPLEMENTAL MASTER BALLOT INCLUDING YOUR ELECTION IS SEPTEMBER 4, 2024 at 4:00 P.M. (PREVAILING EASTERN TIME) (THE “VOTING DEADLINE”).

- PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS SUPPLEMENTAL BALLOT RELATING TO THE THIRD AMENDED JOINT PLAN OF INVITAE CORPORATION AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MAY BE AMENDED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “PLAN” AND THIS BALLOT, THE “SUPPLEMENTAL BALLOT”)² INCLUDED WITH THIS SUPPLEMENTAL BALLOT BEFORE COMPLETING THIS BALLOT.

THIS SUPPLEMENTAL BALLOT IS BEING DISTRIBUTED IN ACCORDANCE WITH PARAGRAPHS 16 AND 110 OF THE FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING THE THIRD AMENDED JOINT PLAN OF INVITAE CORPORATION AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE [DOCKET NO. 913] (THE “CONFIRMATION ORDER”) ENTERED ON AUGUST 2, 2024. THIS SUPPLEMENTAL BALLOT PERMITS YOU TO MAKE A SUPPLEMENTAL CONVENIENCE CLAIM ELECTION AND SUPPLEMENTAL OPT OUT ELECTION.

¹ The last four digits of Debtor Invitae Corporation’s tax identification number are 1898. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/invitae>. The Debtors’ service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.

² Capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan, Confirmation Order, or Disclosure Statement, as applicable.

- **PLEASE NOTE IF YOU FAIL TO RETURN A SUPPLEMENTAL BALLOT, YOUR PREVIOUS ELECTION(S) WILL BE COUNTED. IF YOU WISH TO KEEP YOUR PREVIOUS ELECTION(S), NO FURTHER ACTION IS REQUIRED.**
- THIS SUPPLEMENTAL BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY KURTZMAN CARSON CONSULTANTS LLC DBA VERITA GLOBAL (THE “CLAIMS AND NOTICING AGENT”) BEFORE **4:00 P.M., PREVAILING EASTERN TIME, SEPTEMBER 4, 2024**. YOU MUST SUBMIT YOUR SUPPLEMENTAL BALLOT ACCORDING TO YOUR NOMINEE’S INSTRUCTIONS, INCLUDING YOUR NOMINEE’S INTERNAL DEADLINE SO THAT YOUR NOMINEE HAS SUFFICIENT TIME TO RECEIVE YOUR BALLOT AND ENTER IT INTO A SUPPLEMENTAL MASTER BALLOT AND SUBMIT SUCH SUPPLEMENTAL MASTER BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY THE VOTING DEADLINE.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS SUPPLEMENTAL BALLOT OR THE PROCEDURES FOR MAKING THE SUPPLEMENTAL CONVENIENCE CLAIM ELECTION AND/OR THE SUPPLEMENTAL OPT OUT ELECTION, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (866) 967-0263 (TOLL-FREE) OR (310) 751-2663 (INTERNATIONAL) OR EMAIL INVITAEINFO@KCCLLC.COM AND REFERENCE “IN RE INVITAE CORPORATION – SOLICITATION INQUIRY” IN THE SUBJECT LINE.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS SUPPLEMENTAL BALLOT.

The Bankruptcy Court confirmed the Plan, and the Plan is therefore binding on all Holders of Allowed Claims in the Voting Class, among others.³ **For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.**

You are receiving this Supplemental Ballot because your Nominee has identified you as a Parent Unsecured Claim in Class 6 (a “Class 6 Parent Unsecured Claims”) as of **June 6, 2024** (the “Voting Record Date”), identified by the CUSIP Number and ISIN set forth on **Exhibit A** attached hereto.

This Supplemental Ballot may not be used for any purpose other than making certain elections and certifications with respect thereto. Once completed and returned in accordance with the attached instructions, your elections will be counted as set forth herein.

³ The Debtors have determined that Classes 4, 5, 6, and 11 may or may not receive a recovery under the Plan and are therefore deemed to reject. In response and to resolve the Committee’s objection to the Disclosure Statement, the Debtors provided Ballots to Holders of Claims in Classes 4, 5, 6, and 11 and permitted such Holders to submit votes on the Plan. For the avoidance of doubt, pursuant to the Confirmation Order, this Supplemental Ballot is being distributed so that Holders of Class 6 Parent Unsecured Claims who previously submitted a timely Class 6 Ballot and elected the Convenience Claim Election may rescind their previous election or re-elect into the Class 4 Convenience Claim Class via the Supplemental Convenience Class Claim Election and/or make a supplemental election to opt out of the Third Party Release (the “Supplemental Opt Out Election”). If such Supplemental Ballot is submitted by the Voting Deadline, the Supplemental Ballot shall control over such Holder’s previously submitted Ballot. If such Holder’s wish to keep their previous election(s), no further action is required.

YOUR ELECTIONS ON THIS SUPPLEMENTAL BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE SUCH CLAIM(S).

You should carefully and thoroughly review the Disclosure Statement and Plan before you make the Supplemental Convenience Claim Election and/or the Supplemental Opt Out Election. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 6 under the Plan.

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING EASTERN TIME, ON SEPTEMBER 4, 2024.

Item 1. Optional Supplemental Opt Out Election.

AS A HOLDER OF A CLAIM OR INTEREST, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN ONLY IF (I) THE BANKRUPTCY COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES AND (II) YOU (A) CHECK THE BOX BELOW AND SUBMIT THIS OPT OUT FORM TO YOUR NOMINEE SO THAT YOUR NOMINEE MAY SUBMIT THIS OPT OUT FORM BY THE VOTING DEADLINE OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

☐ **By checking this box, you elect to make the Supplemental Opt Out Election set forth below.**

Article VIII.D of the Plan provides for the following (“Third-Party Release”):

Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Effective Date, each Releasing Party, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, 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, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, 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 in its own right (whether individually or collectively or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity), 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 TSA, the Disclosure Statement, the Plan, the Sale Transaction, the Asset Purchase Agreement, the Definitive Documents, or any transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the TSA, the Disclosure Statement, the Sale Transaction, the Definitive Documents, 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, 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-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.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to the Bankruptcy Code and Bankruptcy Rules, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in Article VIII.D of the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of the Plan; (iii) given in exchange for good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) a sound exercise of the Debtors' business judgment; (viii) given and made after due notice and opportunity for hearing; and (ix) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

Without limiting the foregoing, from and after the Effective Date, any Entity that is given the opportunity to opt out of the releases contained in Article VIII.D of the Plan and does not exercise such opt out is a Releasing Party and may not assert any Claim or other Cause of Action against any Released Party based on or relating to, or in any manner arising from, in whole or in part, the Debtors. From and after the Effective Date, any Entity (i) that opted out of the releases contained in Article VIII.D of the Plan or (ii) was deemed to reject the Plan may not assert any Claim or other Cause of Action against any Released Party for which it is asserted or implied that such Claim or Cause of Action is not subject to the releases contained in Article VIII.C of the Plan without first obtaining a Final Order from the Bankruptcy Court (a) determining, after notice and a hearing, that such Claim or Cause of Action is not subject to the releases contained in Article VIII.C of the Plan, and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Released Party. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action constitutes a direct or derivative claim, is colorable and, only to the extent legally permissible and as provided for in Article XI of the Plan, the Bankruptcy Court shall have jurisdiction to adjudicate the underlying Claim or Cause of Action; provided, however, that nothing in this paragraph requires, precludes, and/or prohibits an Insurer to or from administering, handling, defending, settling and/or paying claims covered by any Insurance Policies in accordance with and subject to the terms and conditions of such Insurance Policies and/or applicable non-bankruptcy law.

Definitions related to the Third-Party Release:

UNDER THE PLAN, "**DEBTOR RELATED PARTY**" MEANS COLLECTIVELY, THE DEBTORS' CURRENT 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 THE 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 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

UNDER THE PLAN, “**RELATED PARTY**” MEANS, 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 THE 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.

UNDER THE PLAN, “**RELEASED PARTY**” MEANS, 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 TRUSTEE; (E) THE 2028 SENIOR SECURED NOTES COLLATERAL AGENT; (F) THE PLAN ADMINISTRATOR; (G) EACH COMPANY PARTY; (H) THE PURCHASER; (I) EACH CURRENT AFFILIATE OF EACH ENTITY IN CLAUSE (A) THROUGH THE FOLLOWING CLAUSE (J); (J) EACH RELATED PARTY OF EACH ENTITY IN CLAUSES (B) THROUGH THIS CLAUSE (J); AND (K) EACH DEBTOR RELATED PARTY; PROVIDED, HOWEVER, THAT EACH ENTITY THAT (X) ELECTS TO OPT OUT OF THE RELEASES DESCRIBED IN ARTICLE VIII.D OF THE PLAN OR (Y) TIMELY OBJECTS TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION SHALL NOT BE A RELEASED PARTY.

UNDER THE PLAN, “**RELEASING PARTY**” MEANS, COLLECTIVELY, AND IN EACH CASE IN ITS CAPACITY AS SUCH: (A) EACH DEBTOR; (B) EACH WIND-DOWN DEBTOR; (C) THE CONSENTING STAKEHOLDERS; (D) THE TRUSTEES; (E) THE PLAN ADMINISTRATOR; (F) EACH COMPANY PARTY; (G) THE PURCHASER; (H) ALL HOLDERS OF CLAIMS THAT VOTE TO ACCEPT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN; (I) ALL HOLDERS OF CLAIMS THAT ARE DEEMED TO ACCEPT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN; (J) ALL HOLDERS OF CLAIMS WHO ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN; (K) ALL HOLDERS OF CLAIMS WHO VOTE TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN; (L) ALL HOLDERS OF INTERESTS; (M) EACH CURRENT AFFILIATE OF EACH ENTITY IN CLAUSE (A) THROUGH THE FOLLOWING CLAUSE (N); (N) EACH RELATED PARTY OF EACH ENTITY IN CLAUSES (B) THROUGH THIS CLAUSE (N); AND (O) EACH DEBTOR RELATED PARTY; PROVIDED, HOWEVER, THAT EACH ENTITY THAT (X) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN OR (Y) TIMELY OBJECTS TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE

PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION 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 FORM SHALL NOT BE A RELEASING PARTY; PROVIDED, FURTHER, HOWEVER, THAT ANY HOLDER OF CLAIMS OR INTERESTS WHO DID NOT RECEIVE AN OPT OUT FORM SHALL NOT BE A RELEASING PARTY.

Item 2. Certifications.

Upon execution of this Supplemental Ballot, the undersigned certifies that:

- a. as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder) of the Claims in Class 6 and previously elected the Convenience Claim Election in which their Nominee tendered their electing position via DTC's ATOP system;
- b. the Beneficial Holder has reviewed a copy of the Disclosure Statement, the Plan, and the Confirmation Order and acknowledges that the election(s) are being made pursuant to the terms and conditions set forth therein;
- c. the Beneficial Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained herein, or in the Confirmation Order or other publicly available materials;
- d. the Beneficial Holder understands and acknowledges that if multiple Supplemental Ballots are submitted, only the last properly completed Ballot or Supplemental Master Ballot and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the Holder's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- e. the Beneficial Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Supplemental Ballot, and every obligation of the Beneficial Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Beneficial Holder and shall not be affected by, and shall survive, the death or incapacity of the Beneficial Holder.

Item 3. Optional Supplemental Convenience Claim Election.

Holders of Class 6 Parent Unsecured Claims that previously elected the Convenience Claim Election and their Nominee tendered their electing position via DTC's ATOP system may irrevocably elect to have their Claims treated as a Class 4 Convenience Class Claim and, if applicable, have such Claims (i) paid in the amount of the Convenience Claim Recovery (as defined below) and (ii) be treated as a Class 4 Convenience Class Claim (the "Supplemental Convenience Claim Election").

Holders of Class 6 Parent Unsecured Claims that would like to make the **optional** Supplemental Convenience Claim Election and elect to have their Class 6 Parent Unsecured Claims treated as a Class 4 Convenience Class Claim, should check the ACCEPT box below.

Holders of Class 4 Convenience Class Claims are entitled to payment in the amount of the lesser of (i) twenty-five percent (25%) of the amount of their Allowed General Unsecured Claim or (ii) \$250,000 in Cash (the "Convenience Claim Recovery"). The Convenience Claim Recovery will be paid in full and final satisfaction of Class 6 Parent Unsecured Claims who make the Supplemental Convenience Claim Election. Holders of Class 4 Allowed Convenience Claims and Holders making the Supplemental Convenience Claim Election will not be entitled to additional distributions under the Plan, if any.

IF YOU MAKE THE SUPPLEMENTAL CONVENIENCE CLAIM ELECTION, YOUR CLAIM WILL BE CONSIDERED A CLASS 4 CONVENIENCE CLASS CLAIM AND YOUR CLAIM SHALL NOT BE ENTITLED TO ANY OTHER DISTRIBUTION OTHER THAN THE CONVENIENCE CLAIM RECOVERY AMOUNT. YOU MAY NOT REVOKE YOUR CONVENIENCE CLAIM ELECTION ONCE YOUR SUPPLEMENTAL BALLOT IS SUBMITTED.

- **PLEASE NOTE IF YOU FAIL TO RETURN A SUPPLEMENTAL BALLOT, YOUR PREVIOUS ELECTION(S) WILL BE COUNTED. IF YOU WISH TO KEEP YOUR PREVIOUS ELECTION(S), NO FURTHER ACTION IS REQUIRED.**

The Nominee holding your Class 6 Parent Unsecured Claim previously tendered your notes into the Supplemental Convenience Claim Election account established at The Depository Trust Company ("DTC") to assist in processing the election. The Class 6 Parent Unsecured Claim may not be withdrawn from the Supplemental Convenience Claim Election account after your Nominee has tendered them at DTC. Once the Class 6 Parent Unsecured Claim has been tendered to the Supplemental Convenience Claim Election account, no further trading will be permitted in your Class 6 Parent Unsecured Claim held in the Supplemental Convenience Claim Election account.

The Holder of the Claims against the Debtors, elects as follows:

☐ **ACCEPTS** the Supplemental Convenience Claim Election.⁴

⁴ The Nominee holding your Class 6 Parent Unsecured Claims must tender your notes into the Class 4 Convenience Claim Class account (the "Contra CUSIPs") established at The Depository Trust Company ("DTC") to assist in processing the election. Class 6 Parent Unsecured Claims may be withdrawn from the Contra CUSIPs after your Nominee has tendered them at DTC only upon written approval by the agent (e-mail being sufficient). Once Class 6 Parent Unsecured Claims have been tendered into the Contra CUSIPs, no further trading will be permitted in your Class 6 Parent Unsecured Claims held in the Contra CUSIPs.

☐ **REJECTS** the Supplemental Convenience Claim Election.

Item 4. Beneficial Holder Information and Signature.

Name of Beneficial Holder: _____
(print or type)

Signature: _____

Name of Signatory: _____
(if other than Beneficial Holder)

Title: _____

Address: _____

Date Completed: _____

Email Address: _____

**THE VOTING DEADLINE IS 4:00 P.M., PREVAILING EASTERN TIME, ON
SEPTEMBER 4, 2024.**

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT IN THE ENVELOPE PROVIDED OR OTHERWISE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR SUPPLEMENTAL BALLOT TO BE INCLUDED ON A SUPPLEMENTAL MASTER BALLOT COMPLETED BY YOUR NOMINEE. THE SUPPLEMENTAL MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT ON OR BEFORE THE VOTING DEADLINE.

IF YOU HAVE ANY QUESTIONS REGARDING COMPLETION OR SUBMISSION OF THIS SUPPLEMENTAL BALLOT OR THE PROCEDURES FOR MAKING A SUPPLEMENTAL CONVENIENCE CLAIM ELECTION AND/OR SUPPLEMENTAL OPT OUT ELECTION, PLEASE CONTACT YOUR NOMINEE. IF YOU HAVE GENERAL QUESTIONS OR IF YOU REQUIRE ADDITIONAL OR REPLACEMENT DOCUMENTS CALL THE CLAIMS AND NOTICING AGENT AT (866) 967-0263 (USA OR CANADA) OR +1 (310) 751-2663 (INTERNATIONAL) OR EMAIL INVITAEINFO@KCCLLC.COM AND REFERENCE "IN RE INVITAE CORPORATION – SOLICITATION INQUIRY" IN THE SUBJECT LINE. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.

INSTRUCTIONS

1. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan or the Confirmation Order, as applicable. **PLEASE READ THE CONFIRMATION ORDER, PLAN, AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS SUPPLEMENTAL BALLOT.** You may wish to seek legal advice concerning the Plan and the treatment of your Claim under the Plan.
2. The Plan has been confirmed by the Bankruptcy Court and as further described in the Confirmation Order, the Debtors are distributing Supplemental Ballots to Holders of Class 6 Parent Unsecured Claims who previously made the Convenience Claim Election in order to allow such Holders to make the Supplemental Convenience Claim Election, rescind their previous election by rejecting the Supplemental Convenience Claim Election, and/or to make a Supplemental Opt Out Election.
3. You must: (a) complete the Ballot; (b) indicate your decision either to make the Supplemental Opt Out Election of the Third-Party Release in Item 1 of the Ballot; (c) indicate your decision whether to accept or reject the Supplemental Convenience Claim Election in Item 3; and (d) **sign and return the Ballot in accordance with the instructions received, so that a Supplemental Master Ballot cast on your behalf is actually received by the Claims and Noticing Agent by the Voting Deadline.** If you are returning your Ballot to the Nominee that provided you with this Supplemental Ballot, your completed Ballot must be sent to your Nominee, allowing sufficient time for your Nominee to receive your Ballot, complete a Supplemental Master Ballot, and transmit the Supplemental Master Ballot to the Claims and Noticing Agent so that it is actually received by the Voting Deadline. Your Nominee is authorized to disseminate the Supplemental Beneficial Holder Ballots and instructions to, and collect responses from, Beneficial Holders according to its customary practices, including through online submission, by phone, facsimile, or other electronic means.
4. The time by which a Ballot or Supplemental Master Ballot including your election(s) is **actually received** by the Claims and Noticing Agent shall be the time used to determine whether a Ballot has been submitted by the Voting Deadline. **The Voting Deadline is September 4, 2024, at 4:00 p.m., prevailing Eastern Time.**
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by applicable law or court order. In all cases, Beneficial Holders should allow sufficient time to ensure timely delivery. No Ballot should be sent to the Debtors or the Debtors' financial or legal advisors. A Ballot will not be counted unless received by the Claims and Noticing Agent.
6. The Beneficial Holder understands and acknowledges that if multiple Ballots are submitted, only the last properly completed Ballot or Supplemental Master Ballot received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the Holder's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent.
7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to make certain certifications and elections with respect to the Plan. Accordingly, at this time, creditors should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.

8. The Ballot does not constitute and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission with respect to any Claim.
9. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with that Entity and the capacity in which you are signing.
10. The following Ballots will not be counted: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder; and (b) any unsigned Ballot.

If you have any questions regarding this Supplemental Ballot, or if you did not receive a copy of the Disclosure Statement or Plan, or if you need additional copies of the enclosed materials, please call the Claims and Noticing Agent at (866) 967-0263 (USA or Canada) or +1 (310) 751-2663 (International) or email InvitaeInfo@kccllc.com and reference “In re Invitae Corporation – Solicitation Inquiry” in the subject line.

PLEASE SUBMIT YOUR SUPPLEMENTAL BALLOT PROMPTLY

Exhibit A

Please check one box below to indicate the CUSIP Number/ISIN to which this Supplemental Ballot pertains. If you check more than one box below you risk having your election invalidated.

	NOTE DESCRIPTION	CUSIP NUMBER/ ISIN
Class 6 Parent Unsecured Claims		
<input type="checkbox"/>	2.000% Convertible Senior Unsecured Notes	46185L AB 9 / US46185LAB99
<input type="checkbox"/>	1.500% Convertible Senior Unsecured Notes	46185L AF 0 / US46185LAF04

Exhibit C

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

INVITAE CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11362 (MBK)

(Jointly Administered)

**SUPPLEMENTAL MASTER BALLOT FOR THE THIRD AMENDED
JOINT PLAN OF INVITAE CORPORATION AND ITS DEBTOR
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 6 – PARENT UNSECURED CLAIMS

**PLEASE READ - YOUR RESPONSE IS REQUIRED BY SEPTEMBER 4, 2024, at 4:00 P.M.
(PREVAILING EASTERN TIME) (THE “VOTING DEADLINE”)**

- PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS SUPPLEMENTAL MASTER BALLOT RELATING TO THE THIRD AMENDED JOINT PLAN OF INVITAE CORPORATION AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MAY BE AMENDED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “PLAN” AND THIS BALLOT, THE “SUPPLEMENTAL MASTER BALLOT”)² INCLUDED WITH THIS SUPPLEMENTAL MASTER BALLOT BEFORE COMPLETING THIS SUPPLEMENTAL MASTER BALLOT.
- THIS SUPPLEMENTAL MASTER BALLOT IS BEING DISTRIBUTED IN ACCORDANCE WITH PARAGRAPHS 16 AND 110 OF THE FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING THE THIRD AMENDED JOINT PLAN OF INVITAE CORPORATION AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE [DOCKET NO. 913] (THE “CONFIRMATION ORDER”) ENTERED ON AUGUST 2, 2024. THIS SUPPLEMENTAL MASTER BALLOT PERMITS YOU TO MAKE A SUPPLEMENTAL CONVENIENCE CLAIM ELECTION AND SUPPLEMENTAL OPT OUT ELECTION.

¹ The last four digits of Debtor Invitae Corporation’s tax identification number are 1898. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/invitae>. The Debtors’ service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.

² Capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan, Confirmation Order, or Disclosure Statement, as applicable.

- **PLEASE NOTE IF YOU FAIL TO RETURN A SUPPLEMENTAL MASTER BALLOT, YOUR PREVIOUS ELECTION(S) WILL BE COUNTED. IF YOU WISH TO KEEP YOUR PREVIOUS ELECTION(S), NO FURTHER ACTION IS REQUIRED.**
- THIS SUPPLEMENTAL MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY KURTZMAN CARSON CONSULTANTS LLC DBA VERITA GLOBAL (THE “CLAIMS AND NOTICING AGENT”) BEFORE **4:00 P.M., PREVAILING EASTERN TIME, ON SEPTEMBER 4, 2024.**
- IF YOU HAVE ANY QUESTIONS REGARDING THIS SUPPLEMENTAL MASTER BALLOT, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (877) 499-4509 (TOLL-FREE) OR +1 (917) 281-4800 (INTERNATIONAL) OR EMAIL INVITAEBALLOTS@KCCLLC.COM AND REFERENCE “IN RE INVITAE CORPORATION – SOLICITATION INQUIRY” IN THE SUBJECT LINE.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS SUPPLEMENTAL MASTER BALLOT.

Once completed and returned in accordance with the attached instructions, your Supplemental Convenience Claim Election and Supplemental Opt Out Election will be counted as set forth herein.³ The Bankruptcy Court confirmed the Plan, and therefore the Plan is binding on all Holders of Allowed Claims in the Voting Class, among others. Subject to the terms and conditions of the Plan, you will receive the treatment identified in the Plan. For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

You are receiving this Supplemental Master Ballot because you are the Nominee (as defined below) of a Beneficial Holder⁴ of a Parent Unsecured Claim in Class 6 (a “Class 6 Parent Unsecured Claims”) as of **June 6, 2024** (the “Voting Record Date”), identified by the CUSIP Number and ISIN set forth on **Exhibit A** attached hereto.

This Supplemental Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”); or as the proxy holder of a Nominee for certain Beneficial Holders’ Class 6 Parent Unsecured Claims to transmit to the Claims and Noticing Agent the responses of such Beneficial Holders in respect of their Class 6

³ The Debtors have determined that Classes 4, 5, 6, and 11 may or may not receive a recovery under the Plan and are therefore deemed to reject. In response and to resolve the Committee’s objection to the Disclosure Statement, the Debtors provided Ballots to Holders of Claims in Classes 4, 5, 6, and 11 and permitted such Holders to submit votes on the Plan. For the avoidance of doubt, pursuant to the Confirmation Order, this Supplemental Ballot is being distributed so that Holders of Class 6 Parent Unsecured Claims who previously submitted a timely Class 6 Ballot and elected the Convenience Claim Election may rescind their previous election or re-elect into the Class 4 Convenience Claim Class via the Supplemental Convenience Class Claim Election and/or make a supplemental election to opt out of the Third Party Release (the “Supplemental Opt Out Election”). If such Supplemental Ballot is submitted by the Voting Deadline, the Supplemental Ballot shall control over such Holder’s previously submitted Ballot. If such Holder’s wish to keep their previous election(s), no further action is required.

⁴ “Beneficial Holder” is a beneficial owner of a Class 6 Parent Unsecured Claim whose Claims have not been satisfied prior to the Voting Record Date pursuant to court order or otherwise, as reflected in the records maintained by the Nominees (as defined herein) holding through the Depository Trust Company (“DTC”) or other relevant security depository as of the Voting Record Date.

Parent Unsecured Claims to make the Supplemental Convenience Claim Election and/or the Supplemental Opt Out Election. The CUSIP numbers (the “CUSIP Number”) for Class 6 Parent Unsecured Claims are set forth on Exhibit A attached hereto.

This Supplemental Master Ballot may not be used for any purpose other than for making certain certifications and elections with respect to the Plan. You are authorized to disseminate information and materials pertaining to the collection of the Beneficial Holder Ballots provided to you with this Supplemental Master Ballot (a “Supplemental Beneficial Holder Ballot”), in accordance with your customary practices, and to collect responses from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Bankruptcy Court confirmed the Plan and thereby is binding on all Beneficial Holders of Claims and Interests. To have the responses of your Beneficial Holders count, you must complete and return this Supplemental Master Ballot so that the Claims and Noticing Agent actually receives it on or before the Voting Deadline.

**THE VOTING DEADLINE IS 4:00 P.M., PREVAILING EASTERN TIME, ON
SEPTEMBER 4, 2024.**

Item 1. Certification of Authority.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- ☐ is a broker, bank, or other nominee for the beneficial owners of the Claims listed in Item 2 below, and is the record holder of such notes;
- ☐ is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal amount of the Claims listed in Item 2 below; or
- ☐ has been granted a proxy (an original of which is submitted herewith) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder of the Claims listed in Item 2 below, and accordingly, has full power and authority to make the Supplemental Convenience Claim Election and/or the Supplemental Opt Out Election, on behalf of the beneficial owners of the Claims described in Item 2.

Item 2. Class 6 Parent Unsecured Claims Optional Supplemental Convenience Claim Election.

The undersigned certifies that the following Beneficial Holders of the Classes of Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, the Supplemental Ballots.

Holders of Class 6 Parent Unsecured Claims that previously elected the Convenience Claim Election and their Nominee tendered their electing position via DTC’s ATOP system, may irrevocably elect to have their Claims treated as a Class 4 Convenience Class Claim and, if applicable, have such Claims (i) paid in the amount of the Convenience Claim Recovery (as defined below) and (ii) be treated as a Class 4 Convenience Class Claim (the “Supplemental Convenience Claim Election”).

Holders of Class 6 Parent Unsecured Claims that previously elected the Convenience Claim Election and their Nominee tendered their electing position via DTC’s ATOP system that would like to make the **optional** Supplemental Convenience Claim Election and elect to have their Class 6 Parent Unsecured Claims treated as a Class 4 Convenience Class Claim, should have checked the ACCEPT box contained on

the applicable Supplemental Beneficial Holder Ballot and return such ballot indicating they would like to accept the Supplemental Convenience Claim Election to their applicable Nominee.

Holders of Class 4 Convenience Class Claims are entitled to payment in the amount of the lesser of (i) twenty-five percent (25%) of the amount of their Allowed General Unsecured Claim or (ii) \$250,000 in Cash (the “Convenience Claim Recovery”). The Convenience Claim Recovery will be paid in full and final satisfaction of Class 6 Parent Unsecured Claims who make the Supplemental Convenience Claim Election. Holders of Allowed Class 4 Convenience Claims and Holders making the Supplemental Convenience Claim Election will not be entitled to additional distributions under the Plan, if any.

ONCE A SUPPLEMENTAL CONVENIENCE CLAIM ELECTION IS MADE, SUCH CLAIM WILL BE CONSIDERED A HOLDER OF A CLASS 4 CONVENIENCE CLASS CLAIM AND THE CLAIM SHALL NOT BE ENTITLED TO ANY OTHER DISTRIBUTION OTHER THAN THE CONVENIENCE CLAIM RECOVERY AMOUNT. YOU MAY NOT REVOKE YOUR CONVENIENCE CLAIM ELECTION.

The notes principal amount held by those Beneficial Holders exercising the Supplemental Convenience Claim Election have already tendered into the account established by the Depository Trust Company (“DTC”) for such purpose. Input the corresponding VOI number received from DTC in the appropriate column in the table below if the Beneficial Holder has exercised the Supplemental Convenience Claim Election. Class 6 Parent Unsecured Claims may not be withdrawn from the account once tendered. No further trading will be permitted in Class 6 Parent Unsecured Claims held in the account at DTC.

CUSIP NUMBERS AS INDICATED ON <u>EXHIBIT A</u> ATTACHED HERETO			
Your Customer Account Number for Each Beneficial Holder	Indicate whether the Beneficial Holder ELECTED to make the SUPPLEMENTAL OPT OUT ELECTION of the Third-Party Releases from the Supplemental Beneficial Holder Ballot by checking the box below	<u>Indicate Election of Optional Supplemental Convenience Claim Election from the Supplemental Beneficial Holder Ballot by Checking the Box Below</u>	<u>VOI Number from DTC for each Account making Optional Supplemental Convenience Claim Election</u>
Class 6 Parent Unsecured Claims			
1.	<input type="checkbox"/> Accept Supplemental Opt Out Election <input type="checkbox"/> Reject Supplemental Opt Out Election	<input type="checkbox"/> Accept Supplemental Convenience Claim Election <input type="checkbox"/> Reject Supplemental Convenience Claim Election	
2.	<input type="checkbox"/> Accept Supplemental Opt Out Election <input type="checkbox"/> Reject Supplemental Opt Out Election	<input type="checkbox"/> Accept Supplemental Convenience Claim Election <input type="checkbox"/> Reject Supplemental Convenience Claim Election	
3.	<input type="checkbox"/> Accept Supplemental Opt Out Election <input type="checkbox"/> Reject Supplemental Opt Out Election	<input type="checkbox"/> Accept Supplemental Convenience Claim Election <input type="checkbox"/> Reject Supplemental Convenience Claim Election	
4.	<input type="checkbox"/> Accept Supplemental Opt Out Election <input type="checkbox"/> Reject Supplemental Opt Out Election	<input type="checkbox"/> Accept Supplemental Convenience Claim Election <input type="checkbox"/> Reject Supplemental Convenience Claim Election	
5.	<input type="checkbox"/> Accept Supplemental Opt Out Election <input type="checkbox"/> Reject Supplemental Opt Out Election	<input type="checkbox"/> Accept Supplemental Convenience Claim Election <input type="checkbox"/> Reject Supplemental Convenience Claim Election	
6.	<input type="checkbox"/> Accept Supplemental Opt Out Election	<input type="checkbox"/> Accept Supplemental Convenience Claim Election	

	<input type="checkbox"/> Reject Supplemental Opt Out Election	<input type="checkbox"/> Reject Supplemental Convenience Claim Election	
TOTALS			

Item 3. Certifications.

Upon execution of this Supplemental Master Ballot, the undersigned certifies that:

1. it has properly disclosed: (a) the number of Beneficial Holders who completed Supplemental Beneficial Holder Ballots; (b) each such Beneficial Holder's respective Supplemental Convenience Claim Election and/or Supplemental Opt Out Election; (c) each such Beneficial Holder's certification; and (d) the customer account or other identification number for each such Beneficial Holder; and
2. it will maintain ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least two (2) years after the chapter 11 cases are closed and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered.

Name of Nominee: _____
(Print or type)

DTC Participant Number: _____

Name of Proxy Holder or
Agent for Nominee
(if applicable): _____
(Print or type)

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Date Completed: _____

Email Address: _____

**THIS SUPPLEMENTAL MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE
VOTING DEADLINE,
WHICH IS 4:00 P.M., PREVAILING EASTERN TIME, ON SEPTEMBER 4, 2024.**

**PLEASE COMPLETE AND DATE THE SUPPLEMENTAL MASTER BALLOT AND RETURN
IT PROMPTLY VIA ONE OF THE METHODS BELOW SO THAT IT IS ACTUALLY
RECEIVED BY THE CLAIMS AND NOTICING AGENT BY THE VOTING DEADLINE.**

**PLEASE SUBMIT YOUR SUPPLEMENTAL MASTER BALLOT BY ONE OF THE
FOLLOWING TWO METHODS:**

**Via E-Mail. Submit your Supplemental Master Ballot via e-mail to the Claims and Noticing Agent
at:**

**InvitaeBallots@kccllc.com
(preferred method of delivery)**

**Via Paper Form. Complete, sign, and date this Supplemental Master Ballot and return it promptly
via first-class mail (or in the reply envelope provided), overnight courier, or hand delivery to:**

**Invitae Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

If you would like to coordinate hand delivery of
your Supplemental Master Ballot, please email
InvitaeInfo@kccllc.com (with “Invitae
Supplemental Master Ballot” in the subject line) at
least 24 hours in advance of arrival at the KCC
address above and provide the anticipated date and
time of delivery.

Parties that submit their Supplemental Master Ballot via e-mail do NOT also need to submit a paper
Supplemental Master Ballot.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS SUPPLEMENTAL MASTER BALLOT,
OR THE PROCEDURES FOR MAKING A SUPPLEMENTAL CONVENIENCE CLAIM
ELECTION AND/OR SUPPLEMENTAL OPT OUT ELECTION, PLEASE CALL THE CLAIMS
AND NOTICING AGENT AT (877) 499-4509 (USA AND CANADA) OR +1 (917) 281-4800
(INTERNATIONAL) OR EMAIL INVITAEBALLOTS@KCCLLC.COM AND REFERENCE “IN
RE INVITAE CORPORATION – SOLICITATION INQUIRY” IN THE SUBJECT LINE. ANY
BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN
COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.**

**SUPPLEMENTAL MASTER BALLOTS WILL NOT BE ACCEPTED BY TELECOPY,
FACSIMILE, OR OTHER ELECTRONIC MEANS OF TRANSMISSION (OTHER THAN BY E-
MAIL).**

THE SUPPLEMENTAL MASTER BALLOT SHOULD NOT BE SENT TO THE DEBTORS, THE BANKRUPTCY COURT, OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS.

INSTRUCTIONS

1. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan or the Confirmation Order, as applicable.
2. The Plan has been confirmed by the Bankruptcy Court and as further described in the Confirmation Order, the Debtors are distributing Supplemental Beneficial Holder Ballots to Holders of Class 6 Parent Unsecured Claims who previously made the Convenience Claim Election in order to allow such Holders to make the Supplemental Convenience Claim Election, rescind their previous election by rejecting the Supplemental Convenience Claim Election, and/or to make a Supplemental Opt Out Election.
3. You should immediately distribute the Supplemental Beneficial Holder Ballots (or other customary material used in lieu of ballots) to all Beneficial Holders of Class 6 Parent Unsecured Claims and take any action required to enable each such Beneficial Holder to timely complete the Supplemental Beneficial Holder Ballots. You may distribute the Supplemental Beneficial Holders Ballots, as appropriate, in accordance with your customary practices. You are authorized to collect ballots in accordance with your customary practices, including through online voting, by phone, facsimile, or other electronic means. Any Ballot returned to you by a Beneficial Holder of a Claim shall not be counted until you properly complete and deliver, to the Claims and Noticing Agent, a Supplemental Master Ballot that reflects the responses of such Beneficial Holders by **4:00 p.m., prevailing Eastern Time, on September 4, 2024**, or otherwise validate the Supplemental Beneficial Holder Ballot in a manner acceptable to the Claims and Noticing Agent.
4. With regard to any Supplemental Beneficial Holder Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the relevant information, including the Supplemental Opt Out Election and Supplemental Convenience Claim Election, of each such Beneficial Holder on the Supplemental Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Supplemental Master Ballot; (c) transmit such Supplemental Master Ballot to the Claims and Noticing Agent by the Voting Deadline; and (d) retain such ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of at least two (2) years after the Effective Date. You may be ordered to produce the ballots to the Debtors or the Bankruptcy Court.
5. The time by which a Ballot is **actually received** by the Claims and Noticing Agent shall be the time used to determine whether a Ballot has been submitted by the Voting Deadline. **The Voting Deadline is September 4, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by applicable law or court order. In all cases, Nominees should allow sufficient time to ensure timely delivery. No Ballot should be sent to the Debtors or the Debtors' financial or legal advisors. A Ballot will not be counted unless received by the Claims and Noticing Agent.
7. If multiple Supplemental Master Ballots are received prior to the Voting Deadline from the same Nominee with respect to the same Ballot belonging to a Beneficial Holder of a Claim, the response on the last properly completed Supplemental Master Ballot timely received will supersede and revoke the response of such Beneficial Holder on any earlier received Supplemental Master Ballot.
8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to make certain certifications and elections with respect to the Plan. Accordingly, at this time, creditors

should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.

9. The Ballot does not constitute and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission with respect to any Claim in the Debtors' chapter 11 cases.
10. Please be sure to sign and date your Supplemental Master Ballot. You should indicate that you are signing a Supplemental Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Supplemental Master Ballot.
11. The following Ballots and Supplemental Master Ballots shall not be counted: (a) any Ballot or Supplemental Master Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder of the Claim; and (b) any unsigned Ballot or Supplemental Master Ballot.

IF YOU HAVE ANY QUESTIONS REGARDING THIS SUPPLEMENTAL MASTER BALLOT, OR IF YOU NEED ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT (877) 499-4509 (TOLL-FREE) OR +1 (917) 281-4800 (INTERNATIONAL) OR EMAIL INVITAEBALLOTS@KCCLLC.COM AND REFERENCE "IN RE: INVITAE CORPORATION- SOLICITATION INQUIRY" IN THE SUBJECT LINE.

PLEASE SUBMIT YOUR SUPPLEMENTAL MASTER BALLOT PROMPTLY

Exhibit A

*Please check **ONLY ONE** box below to indicate the **CUSIP Number/ISIN** to which this Supplemental Master Ballot pertains (or clearly indicate such information directly on the Supplemental Master Ballot or on a schedule thereto). If you check more than one box below, the Beneficial Holder submissions on this Supplemental Master Ballot may be invalidated:*

	BOND DESCRIPTION	CUSIP Number / ISIN
Class 6 Parent Unsecured Claim		
<input type="checkbox"/>	2.000% Convertible Senior Unsecured Notes	46185L AB 9 / US46185LAB99
<input type="checkbox"/>	1.500% Convertible Senior Unsecured Notes	46185L AF 0 / US46185LAF04