

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, Scott M. Ewing, 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, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit A**:

- **Supplemental Ballot for the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Class 5 – Subsidiary Unsecured Claims)** [substantially in the form attached hereto as **Exhibit B**]

Furthermore, on August 7, 2024, at my direction and under my supervision, employees of KCC caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Supplemental Ballot for the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Class 5 – Subsidiary Unsecured Claims)** [substantially in the form attached hereto as **Exhibit B**]
- **Pre-addressed, postage pre-paid return envelope**

Furthermore, on August 7, 2024, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit D**; and, on August 12, 2024, upon the service list attached hereto as **Exhibit E**:

- **Supplemental 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)** [substantially in the form attached hereto as **Exhibit F**]

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.



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Furthermore, on August 7, 2024, at my direction and under my supervision, employees of KCC caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit G**; and, on August 12, 2024, upon the service list attached hereto as **Exhibit H**:

- **Supplemental 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)** [substantially in the form attached hereto as **Exhibit F**]
- **Pre-addressed, postage pre-paid return envelope**

Furthermore, on August 21, 2024, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit I**:

- **Supplemental Ballot for the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Class 11 – Contingent Subsidiary Unsecured Claims)** [substantially in the form attached hereto as **Exhibit J**]

Furthermore, on August 21, 2024, at my direction and under my supervision, employees of KCC caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit K**:

- **Supplemental Ballot for the Third Amended Joint Plan of Invitae Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Class 11 – Contingent Subsidiary Unsecured Claims)** [substantially in the form attached hereto as **Exhibit J**]
- **Pre-addressed, postage pre-paid return envelope**

Dated: August 28, 2024

/s/ Scott M. Ewing

Scott M. Ewing

Verita

222 N. Pacific Coast Highway, 3rd Floor

El Segundo, CA 90245

Tel 310.823.9000

Exhibit A

Class 5 Subsidiary Unsecured Claims
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
ACE American Insurance Company	Wendy M. Simkulak	wmsimkulak@duanemorris.com
Chubb Custom Insurance Company	Wendy M. Simkulak	wmsimkulak@duanemorris.com
Chubb Indemnity Insurance Company	Wendy M. Simkulak	wmsimkulak@duanemorris.com
Chubb Insurance Company of New Jersey	Wendy M. Simkulak	wmsimkulak@duanemorris.com
Chubb National Insurance Company	Wendy M. Simkulak	wmsimkulak@duanemorris.com
Federal Insurance Company	Wendy M. Simkulak	wmsimkulak@duanemorris.com
Great Northern Insurance Company	Wendy M. Simkulak	wmsimkulak@duanemorris.com
Integrated DNA Technologies, Inc.	Timothy Karcher, Daniel Ganitsky, Kunal Dogra	tkarcher@proskauer.com; dganitsky@proskauer.com; kdogra@proskauer.com
Reef Flatiron LLC	c/o Bankruptcy Claims Administrative Services LLC	skalb@crgfinancial.com
The Royal Marsden NHS Foundation Trust	Research and Development	research.development@rmh.nhs.uk

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

CLASS 5 – SUBSIDIARY UNSECURED CLAIMS

PLEASE READ – TO BE VALID, YOUR SUPPLEMENTAL BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE NOTICE AND CLAIMS AGENT 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 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 SUPPLEMENTAL BALLOT, THE “SUPPLEMENTAL BALLOT”)² INCLUDED WITH THIS SUPPLEMENTAL BALLOT BEFORE COMPLETING THIS SUPPLEMENTAL 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, ON SEPTEMBER 4, 2024.**
- IF YOU HAVE ANY QUESTIONS REGARDING THIS SUPPLEMENTAL BALLOT 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 therefore the Plan then would be 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 you are the Holder of a Claim in Class 5 Subsidiary Unsecured Claims as of **June 6, 2024** (the “Voting Record Date”).

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

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

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 5 under the Plan.

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

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 5 Subsidiary Unsecured Claims who previously submitted a timely Class 5 Ballot may elect the Supplemental Convenience 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.

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 THE NOTICE AND CLAIMS AGENT SO AS TO BE ACTUALLY RECEIVED 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. Optional Supplemental Convenience Claim Election.

Holders of Class 5 Subsidiary Unsecured Claims 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 “Convenience Claim Election”).

Holders of Class 5 Subsidiary Unsecured Claims that would like to make the **optional** Supplemental Convenience Claim Election and elect to have their Class 5 Subsidiary Unsecured Claims treated as a Class 4 Convenience Class Claim, should check the 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 5 Subsidiary 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.

- **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 Holder of the Claims against the Debtors, elects as follows:

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

Item 3. Certifications.

By signing this Supplemental Ballot the undersigned certifies that:

1. the undersigned is (a) the Holder of Claim(s) making the election(s), or (b) the authorized signatory for the entity that is the Holder of such Claim(s); and
2. the undersigned has received a copy of the solicitation materials, including the Plan and the Disclosure Statement, and acknowledges that the undersigned’s response as set forth on this Supplemental Ballot is subject to the terms and conditions set forth therein and herein.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than holder)

Title: _____

Address: _____

Email: _____

Date Completed: _____

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

**THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THIS SUPPLEMENTAL
BALLOT ON OR BEFORE THE VOTING DEADLINE.**

**PLEASE COMPLETE AND DATE THIS SUPPLEMENTAL 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 BALLOT BY ONE OF THE FOLLOWING TWO
METHODS:**

Via E-Ballot Portal (Preferred Method of Delivery). Submit your Supplemental Ballot via the Claims and Noticing Agent's online portal, by visiting <https://www.veritaglobal.net/invitae> (the "E-Ballot Portal"). Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

**IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE
YOUR CUSTOMIZED ELECTRONIC OPT OUT FORM.**

UNIQUE ID#: _____

PIN#: _____

Via Paper Form. Complete, sign, and date this Supplemental 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 have any questions on the procedures, please
call the Claims and Noticing Agent at: (866) 967-
0263 (USA or Canada) or (310) 751-2663
(International).

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

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

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

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

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THIS SUPPLEMENTAL BALLOT ON OR BEFORE THE VOTING DEADLINE.

INSTRUCTIONS FOR COMPLETING THIS SUPPLEMENTAL BALLOT

This Supplemental Ballot contains instructions with respect to the Plan.

1. 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 5 Subsidiary Unsecured Claims to allow such Holders to make the Supplemental Convenience Claim Election and/or to make a Supplemental Opt Out Election.
2. 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 make the Supplemental Convenience Claim Election in Item 2; and (d) sign and return the Ballot via (a) first-class mail, overnight courier, or hand delivery to Invitae Ballot Processing Center, c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245 or (b) the Claims and Noticing Agent's E-Ballot Portal at <https://www.veritaglobal.net/invitae>, so that this Supplemental Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m. prevailing Eastern Time on **September 4, 2024**.
3. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent election(s) or is improperly signed and returned will **NOT** be counted unless the Company otherwise determines.
4. For the elections to count, you **MUST** deliver your completed Ballot (whether via first-class mail, hand delivery, or E-Ballot Portal to the Claims and Noticing Agent) so that it is **ACTUALLY RECEIVED** by the Claims and Noticing Agent on or before the Voting Deadline by one of the methods described above. **The Voting Deadline is 4:00 p.m. prevailing Eastern Time on September 4, 2024.**
5. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted unless the Company determines otherwise. No Ballot may be withdrawn or modified after the Voting Deadline without the Company's prior written consent.
6. Delivery of a Ballot reflecting your election(s) to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives your paper Ballot or E-Ballot. In all cases, you should allow sufficient time to assure timely delivery.
7. If you deliver multiple Ballots to the Claims and Noticing Agent, **ONLY** the last properly executed Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).
8. This Supplemental Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim, in the Company's Chapter 11 Cases.
9. You should not rely on any information, representations, or inducements that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
10. **SIGN AND DATE** your Ballot.¹ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

¹ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Company, the Company's proposed counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

PLEASE RETURN YOUR SUPPLEMENTAL BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS SUPPLEMENTAL BALLOT OR THE PROCEDURES FOR MAKING THE SUPPLEMENTAL CONVENIENCE CLAIM ELECTION AND/OR SUPPLEMENTAL OPT OUT ELECTION, PLEASE EMAIL THE CLAIMS AND NOTICING AGENT AT INVITAEINFO@KCCLLC.COM AND REFERENCE "IN RE: INVITAE - SOLICITATION INQUIRY" IN THE SUBJECT LINE.

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

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THIS SUPPLEMENTAL BALLOT ON OR BEFORE THE VOTING DEADLINE

Exhibit C

Document Page 17 of 51
Class 5 Subsidiary Unsecured Claims
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
ACE American Insurance Company	Wendy M. Simkulak	c/o Duane Morris LLP	30 S. 17th Street	Philadelphia	PA	19103	
Chubb Custom Insurance Company	Wendy M. Simkulak	c/o Duane Morris LLP	30 S. 17th Street	Philadelphia	PA	19103	
Chubb Indemnity Insurance Company	Wendy M. Simkulak	c/o Duane Morris LLP	30 S. 17th Street	Philadelphia	PA	19103	
Chubb Insurance Company of New Jersey	Wendy M. Simkulak	c/o Duane Morris LLP	30 S. 17th Street	Philadelphia	PA	19103	
Chubb National Insurance Company	Wendy M. Simkulak	c/o Duane Morris LLP	30 S. 17th Street	Philadelphia	PA	19103	
Federal Insurance Company	Wendy M. Simkulak	c/o Duane Morris LLP	30 S. 17th Street	Philadelphia	PA	19103	
Great Northern Insurance Company	Wendy M. Simkulak	c/o Duane Morris LLP	30 S. 17th Street	Philadelphia	PA	19103	
Integrated DNA Technologies, Inc.	Attn Timothy Karcher, Daniel Ganitsky & Kunal Dogra	c/o Proskauer Rose LLP	11 Times Square	New York	NY	10036	
Reef Flatiron LLC	c/o Bankruptcy Claims Administrative Services LLC	84 Herbert Avenue Building B- Suite 202		Closter	NJ	07624	
The Royal Marsden NHS Foundation Trust	Research and Development	Downs Road		Sutton	Surrey	SM2 5PT	United Kingdom

Exhibit D

Class 6 Parent Unsecured Claims**Served via Electronic Mail**

CreditorName	CreditorNoticeName	Email
ASB De Haro Place, LLC	Eric Goldberg	eric.goldberg@us.dlapiper.com
ASB De Haro Place, LLC	c/o Eric Goldberg	eric.goldberg@dlapiper.com
CSC Leasing Co.	Attn Mason Corey	mason@cscleasing.com; jed.donaldson@woodsrogers.com
Illumina, Inc.		jiliscum@illumina.com; rschwillinski@illumina.com
Klick Inc.	B. Maguire	bmaguire@klick.com
Marriott Hotel Services, LLC	c/o John Josefsberg	josefsberg@hotellawyers.com
Phoenician Operating LLC	Rudner Law Offices	josefsberg@hotellawyers.com
Reef Flatiron LLC	c/o Bankruptcy Claims Administrative Services LLC	skalb@crgfinancial.com
Stitch Owner LLC, a Delaware Limited Liability Company	Attn Jared Kaminetsky	jkaminetsky@related.com; patrick.sweeney@related.com
The Christ Hospital	Attn General Counsel	Peter.Singer@thechristhospital.com

Exhibit E

CreditorName	CreditorNoticeName	Email
Tecan Genomics, Inc.	Howard S. Steel, Scott T. Weingaertner, John P. Padro, Meredith L. Mitnick	hsteel@goodwinlaw.com; sweingaertner@goodwinlaw.com; jpadro@goodwinlaw.com; mmitnick@goodwinlaw.com

Exhibit F

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 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 COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE NOTICE AND CLAIMS AGENT 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 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 SUPPLEMENTAL BALLOT, THE “SUPPLEMENTAL BALLOT”)² INCLUDED WITH THIS SUPPLEMENTAL BALLOT BEFORE COMPLETING THIS SUPPLEMENTAL 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, ON SEPTEMBER 4, 2024.**
- 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 therefore the Plan then would be 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 you are the Holder of a Claim in Class 6 Parent Unsecured Claims as of **June 6, 2024** (the “Voting Record Date”).

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

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

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.

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 THE NOTICE AND CLAIMS AGENT SO AS TO BE ACTUALLY RECEIVED 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. Optional Supplemental Convenience Claim Election.

Holders of Class 6 Parent Unsecured Claims that previously elected the Convenience Claim Election 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 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 Holder of the Claims against the Debtors, elects as follows:

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

Item 3. Certifications.

By signing this Supplemental Ballot the undersigned certifies that:

1. the undersigned is (a) the Holder of Claim(s) making the election(s), or (b) the authorized signatory for the entity that is the Holder of such Claim(s); and

2. the undersigned has received a copy of the solicitation materials, including the Plan and the Disclosure Statement, and acknowledges that the undersigned's response as set forth on this Supplemental Ballot is subject to the terms and conditions set forth therein and herein.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of	
Signatory:	_____
	(If other than the holder)
Title:	_____
Address:	_____

Telephone	
Number:	_____
Email:	_____
Date Completed:	_____

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

**THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THIS SUPPLEMENTAL
BALLOT ON OR BEFORE THE VOTING DEADLINE.**

**PLEASE COMPLETE AND DATE THIS SUPPLEMENTAL 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 BALLOT BY ONE OF THE FOLLOWING TWO METHODS:

Via E-Ballot Portal (Preferred Method of Delivery). Submit your Ballot via the Claims and Noticing Agent's online portal, by visiting <https://www.veritaglobal.net/invitae> (the "E-Ballot Portal"). Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

**IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE
YOUR CUSTOMIZED ELECTRONIC OPT OUT FORM.**

UNIQUE ID#: _____

PIN#: _____

Via Paper Form. Complete, sign, and date this Supplemental 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 have any questions, please call the Claims and Noticing Agent at: (866) 967-0263 (USA or Canada) or (310) 751-2663 (International).

Parties that submit their Ballot via E-Ballot do NOT also need to submit a paper Ballot.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

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

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

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THIS SUPPLEMENTAL BALLOT ON OR BEFORE THE VOTING DEADLINE.

INSTRUCTIONS FOR COMPLETING THIS SUPPLEMENTAL BALLOT

This Supplemental Ballot contains instructions with respect to the Plan.

1. 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.
2. 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 2; and (d) sign and return the Ballot via (a) first-class mail, overnight courier, or hand delivery to Invitae Ballot Processing Center, c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245 or (b) the Claims and Noticing Agent's E-Ballot Portal at <https://www.veritaglobal.net/invitae>, so that this Supplemental Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m. prevailing Eastern Time on **September 4, 2024**.
3. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent election(s) or is improperly signed and returned will **NOT** be counted unless the Company otherwise determines.
4. You **MUST** deliver your completed Ballot (whether via first-class mail, hand delivery, or E-Ballot Portal to the Claims and Noticing Agent) so that it is **ACTUALLY RECEIVED** by the Claims and Noticing Agent on or before the Voting Deadline by one of the methods described above. **The Voting Deadline is 4:00 p.m. prevailing Eastern Time on September 4, 2024.**
5. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted unless the Company determines otherwise. No Ballot may be withdrawn or modified after the Voting Deadline without the Company's prior written consent.
6. Delivery of a Ballot reflecting your election(s) to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives your paper Ballot or E-Ballot. In all cases, you should allow sufficient time to assure timely delivery.
7. If you deliver multiple Ballots to the Claims and Noticing Agent, **ONLY** the last properly executed Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).
8. This Supplemental Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim, in the Company's Chapter 11 Cases.
9. You should not rely on any information, representations, or inducements that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
10. **SIGN AND DATE** your Ballot.¹ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be

¹ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Company, the Company's proposed counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

PLEASE RETURN YOUR SUPPLEMENTAL BALLOT PROMPTLY

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 EMAIL THE CLAIMS AND NOTICING AGENT AT INVITAEINFO@KCCLLC.COM AND REFERENCE “IN RE: INVITAE - SOLICITATION INQUIRY” IN THE SUBJECT LINE.

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

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THIS SUPPLEMENTAL BALLOT ON OR BEFORE THE VOTING DEADLINE.

Exhibit G

Document Page 34 of 51
Class 6 Parent Unsecured Claims
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
ASB De Haro Place, LLC	Eric Goldberg	2000 Avenue of the Stars Suite 400	North Tower	Los Angeles	CA	90067-4704	
ASB De Haro Place, LLC	c/o Eric Goldberg	DLA Piper, LLP	2000 Avenue of the Stars Suite 400N	Los Angeles	CA	90067	
CSC Leasing Co.	Attn Mason Corey	6802 Paragon Place Suite 350		Richmond	VA	23230	
Illumina, Inc.		5200 Illumina Way		San Diego	CA	92122	
Klick Inc.	B. Maguire	175 Bloor Street East, Suite 300		Toronto	ON	M4W 3R8	Canada
Marriott Hotel Services, LLC	c/o John Josefsberg	Rudner Law Offices	12740 Hillcrest Road, Suite 240	Dallas	TX	75230	
Phoenician Operating LLC	Rudner Law Offices	C/O John Josefsberg	12740 Hillcrest Road Suite 240	Dallas	TX	75230	
Reef Flatiron LLC	c/o Bankruptcy Claims Administrative Services LLC	84 Herbert Avenue Building B- Suite 202		Closter	NJ	07624	
Stitch Owner LLC, a Delaware Limited Liability Company	Attn Jared Kaminetsky	c/o Related Fund Management	30 Hudson Yards 83rd Floor	New York	NY	10001	
The Christ Hospital	Attn General Counsel	2139 Auburn Avenue		Cincinnati	OH	45219	

Exhibit H

Document Page 36 of 51
Class 6 Parent Unsecured Claim
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Tecan Genomics, Inc.	Howard S. Steel, Scott T. Weingaertner, John P. Padro, Meredith L. Mitnick	c/o Goodwin Procter LLP	The New York Times Building	620 8th Avenue	New York	NY	10018

Exhibit I

Class 11 Contingent Subsidiary Unsecured Claim
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Tecan Genomics, Inc.	Howard S. Steel, Scott T. Weingaertner, John P. Padro, Meredith L. Mitnick	hsteel@goodwinlaw.com; sweingaertner@goodwinlaw.com; jpadro@goodwinlaw.com; mmitnick@goodwinlaw.com

Exhibit J

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

CLASS 11 –CONTINGENT SUBSIDIARY UNSECURED CLAIMS

PLEASE READ – TO BE VALID, YOUR SUPPLEMENTAL BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE NOTICE AND CLAIMS AGENT 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 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 SUPPLEMENTAL BALLOT, THE “SUPPLEMENTAL BALLOT”)² INCLUDED WITH THIS SUPPLEMENTAL BALLOT BEFORE COMPLETING THIS SUPPLEMENTAL 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, ON SEPTEMBER 4, 2024.**
- 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 therefore the Plan then would be 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 you are the Holder of a Claim in Class 11 Contingent Subsidiary Unsecured Claims as of **June 6, 2024** (the “Voting Record Date”).

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

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 11 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

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 11 Contingent Subsidiary Unsecured Claims who previously submitted a timely Class 11 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.

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 THE NOTICE AND CLAIMS AGENT SO AS TO BE ACTUALLY RECEIVED 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. Optional Supplemental Convenience Claim Election.

Holders of Class 11 Contingent Subsidiary Unsecured Claims that previously elected the Convenience Claim Election 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 11 Contingent Subsidiary Unsecured Claims that previously elected the Convenience Claim Election that would like to make the **optional** Supplemental Convenience Claim Election and elect to have their Class 11 Contingent Subsidiary 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 11 Contingent Subsidiary 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 Holder of the Claims against the Debtors, elects as follows:

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

Item 3. Certifications.

By signing this Supplemental Ballot the undersigned certifies that:

1. the undersigned is (a) the Holder of Claim(s) making the election(s), or (b) the authorized signatory for the entity that is the Holder of such Claim(s); and

2. the undersigned has received a copy of the solicitation materials, including the Plan and the Disclosure Statement, and acknowledges that the undersigned's response as set forth on this Supplemental Ballot is subject to the terms and conditions set forth therein and herein.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of	
Signatory:	_____
	(If other than the holder)
Title:	_____
Address:	_____

Telephone	
Number:	_____
Email:	_____
Date Completed:	_____

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

**THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THIS SUPPLEMENTAL
BALLOT ON OR BEFORE THE VOTING DEADLINE.**

**PLEASE COMPLETE AND DATE THIS SUPPLEMENTAL 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 BALLOT BY ONE OF THE FOLLOWING TWO METHODS:

Via E-Ballot Portal (Preferred Method of Delivery). Submit your Ballot via the Claims and Noticing Agent's online portal, by visiting <https://www.veritaglobal.net/invitae> (the "E-Ballot Portal"). Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

**IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE
YOUR CUSTOMIZED ELECTRONIC OPT OUT FORM.**

UNIQUE ID#: _____

PIN#: _____

Via Paper Form. Complete, sign, and date this Supplemental 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 have any questions, please call the Claims and Noticing Agent at: (866) 967-0263 (USA or Canada) or (310) 751-2663 (International).

Parties that submit their Ballot via E-Ballot do NOT also need to submit a paper Ballot.

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

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

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

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THIS SUPPLEMENTAL BALLOT ON OR BEFORE THE VOTING DEADLINE.

INSTRUCTIONS FOR COMPLETING THIS SUPPLEMENTAL BALLOT

This Supplemental Ballot contains instructions with respect to the Plan.

1. 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 11 Contingent Subsidiary 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.
2. 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 2; and (d) sign and return the Ballot via (a) first-class mail, overnight courier, or hand delivery to Invitae Ballot Processing Center, c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245 or (b) the Claims and Noticing Agent's E-Ballot Portal at <https://www.veritaglobal.net/invitae>, so that this Supplemental Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m. prevailing Eastern Time on **September 4, 2024**.
3. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent election(s) or is improperly signed and returned will **NOT** be counted unless the Company otherwise determines.
4. You **MUST** deliver your completed Ballot (whether via first-class mail, hand delivery, or E-Ballot Portal to the Claims and Noticing Agent) so that it is **ACTUALLY RECEIVED** by the Claims and Noticing Agent on or before the Voting Deadline by one of the methods described above. **The Voting Deadline is 4:00 p.m. prevailing Eastern Time on September 4, 2024.**
5. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted unless the Company determines otherwise. No Ballot may be withdrawn or modified after the Voting Deadline without the Company's prior written consent.
6. Delivery of a Ballot reflecting your election(s) to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives your paper Ballot or E-Ballot. In all cases, you should allow sufficient time to assure timely delivery.
7. If you deliver multiple Ballots to the Claims and Noticing Agent, **ONLY** the last properly executed Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).
8. This Supplemental Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim, in the Company's Chapter 11 Cases.
9. You should not rely on any information, representations, or inducements that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.
10. **SIGN AND DATE** your Ballot.¹ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be

¹ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Company, the Company's proposed counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

PLEASE RETURN YOUR SUPPLEMENTAL BALLOT PROMPTLY

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 EMAIL THE CLAIMS AND NOTICING AGENT AT INVITAEINFO@KCCLLC.COM AND REFERENCE "IN RE: INVITAE - SOLICITATION INQUIRY" IN THE SUBJECT LINE.

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

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE THIS SUPPLEMENTAL BALLOT ON OR BEFORE THE VOTING DEADLINE.

Exhibit K

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Class 11 Contingent Subsidiary Unsecured Claim
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Tecan Genomics, Inc.	Howard S. Steel, Scott T. Weingaertner, John P. Padro, Meredith L. Mitnick	c/o Goodwin Procter LLP	The New York Times Building	620 8th Avenue	New York	NY	10018